

**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 SINO-FOREST CORPORATION**

**NOTICE OF MOTION**

**TAKE NOTICE** that the Ad Hoc Committee of Purchasers of the Applicant's Securities, including the plaintiffs in the action commenced against Sino-Forest Corporation ("SFC" or the "Applicant") in the Ontario Superior Court of Justice, bearing (Toronto) Court File No. CV-11-431153-00CP (the "Ontario Plaintiffs" and the "Ontario Class Action", respectively) and the plaintiff in the action commenced against the Applicant in the Quebec Superior Court bearing Court File No. 200-06-000132-111 (the "Quebec Plaintiff" and the "Quebec Class Action", respectively) (together, the "Class Action Plaintiffs"), will make a motion to a Judge of the Commercial List on July 16, 2012, at 10:00 a.m., 330 University Avenue, 8<sup>th</sup> Floor, Toronto, Ontario, or at such other time and place as the Court may direct.

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

**THE MOTION IS FOR:**

1. An order, if necessary, abridging the time for service and filing of this notice of motion and the related motion record, validating the manner of service and dispensing with any further service thereof;

2. An order compelling the Applicant and Monitor to provide to the Class Action Plaintiffs and other material stakeholders in this proceeding who have executed a confidentiality agreement in the form appended hereto as Schedule "A", or in such other form as may be directed by this Court (the "Participating Stakeholders"), the following documents (hereinafter as defined in rule 30.01(1) of the Ontario *Rules of Civil Procedure* ("Documents")), by no later than July 20, 2012:

(a) Documents in the Applicant's possession, control or power, provided to potential bidders as part of SFC's marketing process;

(b) Documents in the Applicant's possession, control or power, received as part of the letters of intent/bids to purchase SFC's assets, and any related analysis;

(c) the claims register in this case; and

(d) copies of any proofs of claim or D&O proofs of claim filed against SFC or the directors or officers.

3. An order directing the Monitor to create a dataroom accessible to the Participating Stakeholders forthwith, to which the following Documents shall be added, together with such other Documents or information as Participating Stakeholders may agree or as this Court may direct,

(a) the Documents outlined at paragraph 2 (a) through (d) above;

- (b) any Documents provided by the Applicant to the representatives of the Ad Hoc Committee of Noteholders pursuant to the waiver agreements entered into between SFC and holders of the 10.25% Guaranteed Senior Notes Due 2014 and the 6.25% Guaranteed Senior Notes due 2017 in January 2012;
- (c) any Documents provided by the Applicant to the representatives of the relevant noteholders (the "Consenting Noteholders") as contemplated in section 5(h) of the Restructuring Support Agreement dated March 31, 2012 (the "RSA");
- (d) any budgets prepared under section 5(j) of the RSA;
- (e) any Documents placed in the data room referenced in the RSA and defined in Schedule "B" of the RSA, namely the virtual data room maintained by the Applicant through the facilities of Merrill Corporation, as the same may be supplemented after the agreement date;
- (f) any Documents provided to the Consenting Noteholders pursuant to the terms of the RSA;
- (g) Documents relevant to determining the assets and contractual liabilities of each of the Applicant's subsidiaries that are in the possession, control or power of the Applicant, including:
  - (i) unconsolidated financial statements (whether audited or unaudited) for each of the Applicant's subsidiaries for each

of 2006, 2007, 2008, 2009, 2010, 2011, and for any interim period ending on a date after December 31, 2010;

(ii) all Documents related to the Applicant's outstanding notes, including without limitation:

1. indentures;
2. guarantees; and,
3. pledges or other security agreements of any kind or form;

(h) copies of all indemnities given to either the Applicant's auditors or to any of the underwriters in any of the Applicant's public or non-public share or note offerings;

(i) un-redacted copies of the IC's reports and of any schedules thereto, and un-redacted copies of all documents related to or forming the basis for the IC reports, including any English translations thereof;

(j) Documents in the possession, control or power of the Applicant pertaining to the audits of the Applicant's financial statements, including correspondence and working papers;

(k) Documents in the possession, control or power of the Applicant relevant to any of the Applicant's public or non-public share or note offerings, including correspondence and working papers;

(l) un-redacted copies of all enforcement notices issued by the OSC to the Applicant or to any of its current or former officers or directors;

(m) un-redacted copies of all correspondence between the Applicant and its insurers and/or its current and former directors or officers in respect of the claims asserted in the Ontario Class Action or the Quebec Class Action; and

(n) copies of all insurance policies in respect of the Applicant, its subsidiaries and their current and former directors and officers, responding or that might respond to the claims made in the Ontario Class Action or the Quebec Class Action.

4. Such further and other relief as this Honourable Court deems just.

**THE GROUNDS FOR THE MOTION ARE:**

1. The stated purpose of these proceedings is to preserve and obtain value for the Applicant's stakeholders;
  2. As a result of these proceedings, the Ontario Class Action and the Quebec Class Action have been stayed;
  3. On June 28, 2012, the Phase I bid deadline for the Applicant elapsed;
  4. No mediation has been scheduled and if one occurs it will not be before September 2012;
  5. Although the form, content and scope of any plan of compromise or arrangement remains uncertain, the Applicant has stated an intention to hold a meeting of
-

creditors to consider a plan of compromise or arrangement as early as August, 2012.

6. To date, neither the Applicant nor the Monitor has made the Applicant's marketing materials, bids received by the Applicant (if any) or other information pertinent to these proceedings available to stakeholders for their review;
7. There is an information asymmetry between the stakeholders in that the Ad Hoc Noteholders have access to information that is not available to the Class Action Plaintiffs regarding the affairs of the Applicant and its sales process, and information relevant to the class actions is being withheld from the Class Action Plaintiffs;
8. The relief sought is necessary and appropriate to permit material stakeholders to evaluate restructuring options, show leadership in proposing alternative restructuring options, and, if necessary, respond to litigation;
9. Timely, full and plain disclosure of information to material stakeholders is necessary to facilitate the attainment of the objectives of these proceedings, and to ensure accountability in the unique circumstances of this case;
10. Sections 11 and 23 of the *Companies' Creditors Arrangement Act*;
11. Rules 3.02, 16.08, 30.01 and 37 of the *Rules of Civil Procedure*; and
12. Such further grounds as counsel may advise and this Honourable Court may consider.

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

1. the affidavit of Daniel Bach sworn July 11, 2012;
2. the affidavit of Daniel E. H. Bach, sworn April 11, 2012;
3. the pleadings and proceedings herein;
4. such further or other material as counsel may advise and this Honourable Court permit.

July 10, 2012

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including the Representative Plaintiffs in the  
Ontario Class Action and the Quebec Class  
Action against the Applicant**

**TO: THE ATTACHED SERVICE LIST**

830909\_3.DOC



## SCHEDULE "A" CONFIDENTIALITY AGREEMENT

**THIS AGREEMENT** is made as of July 16, 2012, by the undersigned (the "**Recipient**") for the benefit of **SINO-FOREST CORPORATION** ("**Sino-Forest**") and other stakeholders providing non-public information in furtherance of Sino-Forest's restructuring efforts (the "**Stakeholders**"). The Recipient agrees as follows:

1. **Background.** Sino-Forest and Stakeholders are exploring one or more possible restructuring transactions in connection with proceedings under the *Companies' Creditors Arrangement Act* (Canada), as well as opportunities for the settlement of claims against Sino-Forest's current and former directors and officers, auditors and underwriters (collectively, the "**Purpose**"). In connection with the Purpose, Sino-Forest, FTI Consulting Canada Inc., in its capacity as the court-appointed monitor of Sino-Forest (the "**Monitor**"), Stakeholders or their respective Representatives (respectively, an "**Originator**") may make Confidential Information available to the Recipient or their Representatives. All disclosures of Confidential Information under this Agreement are voluntary, and nothing in this Agreement is intended to require an Originator to disclose any Confidential Information to the Recipient. The exchange of Confidential Information under this Agreement does not imply any obligation to enter into a business transaction.

2. **Definitions.**

2.1 "**Confidential Information**" means (1) the fact that an Originator is exploring any particular restructuring transactions, and any negotiations or discussions regarding possible restructuring transactions, and (2) written, oral, electronic, visual and other materials, documents, data and information relating to Sino-Forest or its subsidiaries or affiliates that is obtained by the Recipient or their Representatives from an Originator or their respective Representatives in reliance on this agreement. Confidential Information also includes notes, documents, and materials prepared by or for the Recipient that reflect, interpret, evaluate, include, or are derived from Confidential Information. Confidential Information does not include any of the foregoing that the Recipient can demonstrate (i) has entered the public domain through no action of the Recipient or its Representatives in violation of this Agreement, (ii) was in the Recipient's possession before being disclosed to the Recipient pursuant to this Agreement; (iii) is received by the Recipient from a third party not in breach of and not subject to an obligation of secrecy to the Originator, (iv) is produced in compliance with applicable law or a court order, provided that the Recipient first gives the Originator notice of such law or order and the opportunity to defend or attempt to limit such production in accordance with article 3.2 of this Agreement; or (v) was independently developed by the Recipient without reference to Confidential Information.

2.2 "**Representatives**" of an Originator or the Recipient mean, as applicable, its directors, officers, partners, employees, agents, representatives, legal counsel and advisors.

3. **Use of Confidential Information.**

3.1 The Recipient will use Confidential Information solely in furtherance of the Purpose and not for any other purpose whatsoever. The Recipient will keep Confidential Information strictly confidential and, except as authorized in this Agreement, will not disclose or distribute Confidential Information to any person or entity without the prior written consent of the

Originator. For greater certainty, the Recipient may, in furtherance of the Purpose, discuss Confidential Information with other persons who have entered into an agreement with Sino-Forest in the form of this agreement. The Recipient may disclose Confidential Information to those of the Recipient's Representatives who need to have the Confidential Information to participate in or contribute to the Purpose, so long as those Representatives are informed by the Recipient of the confidential nature of the information and have agreed to keep the information confidential, and then only to the extent necessary to their participation or contribution. The Recipient will be responsible for any breach of this Agreement by their Representatives.

**3.2** If the Recipient is required by law to disclose any Confidential Information not otherwise permitted to be disclosed in this Agreement, the Recipient will immediately notify the Originator (so long as it is legally permitted to do so) and will not interfere with efforts by the Originator to obtain a protective order or other appropriate remedy. In any event, the Recipient will disclose only that portion of the Confidential Information that is legally required and will use commercially reasonable efforts to assure that confidential treatment is accorded any Confidential Information disclosed.

**4. Return of Confidential Information.** Except as authorized in this Agreement, upon request by the Originator at any time, the Recipient will promptly either return or certify in writing that the Recipient has destroyed the original and all copies of tangible Confidential Information.

**5. Privileged Information.** The Recipient acknowledges that certain of the Confidential Information to which it or its Representatives may be given access pursuant to this Agreement is information to which solicitor-client privilege and/or litigation privilege ("**Privilege**") attaches (collectively, "**Privileged Information**"). Recipient acknowledges and agrees that access to the Privileged Information is being provided solely for the Purpose and that such access is not intended and should not be interpreted as a waiver of any Privilege in respect of Privileged Information or any right to assert or claim Privilege in respect of Privileged Information. To the extent there is any waiver of Privilege, it is intended to be a limited waiver in favour of the Recipient, solely for the purposes and on the terms set out in this Agreement. The Recipient shall, at the request and expense of the Originator, claim or assert, or cooperate to claim or assert, Privilege in respect of Privileged Information. Sino-Forest, the Monitor and the Stakeholders agree that the Recipient's Representatives shall not be disqualified from advising or representing the Recipient by virtue of having had access to Privileged Information.

**6. Privacy Legislation** The Recipient agrees that any collection, storage, retrieval, use and disclosure of any information as part of the Confidential Information, which information constitutes "personal information" for the purposes of any applicable privacy legislation and/or regulations shall be in accordance with applicable privacy law, including without limitation (and each as applicable in the circumstances,) the *Personal Information and Electronic Documents Act* (Canada).

**7. Miscellaneous.**

**7.1 No Rights Granted.** All Confidential Information will remain the property of the Originator and no license or other rights to that Confidential Information is granted to the Recipient under this Agreement.

7.2 No Warranties. All Confidential Information is provided "AS IS" and without any warranty or condition, express, implied, or otherwise, including but not limited to warranties or conditions regarding accuracy, completeness, merchantability, or fitness for a particular purpose.

7.3 Binding Effect. This Agreement is binding on the Recipient and its successors and assigns, and for the benefit of the Originator and their successors and assigns. This Agreement is the entire agreement related to its subject matter and supersedes all prior agreements or understandings related to its subject matter.

7.4 Assignment. The Recipient may not assign or transfer any rights or obligations under this Agreement without the prior written consent of the Originator, which consent may be granted or withheld by the Originator in its sole and absolute discretion.

7.5 Amendment. No amendment, supplement, or other modification to this Agreement, and no consent to, or waiver, discharge, or release of, any term or provision or breach of this Agreement, will be valid or effective unless the amendment, supplement, or other modification or the consent, waiver, discharge, or release is in writing, expressly refers to this Agreement, is signed by the Recipient, and accepted in writing by the Originator.

7.6 Remedies. The Recipient acknowledges that money damages resulting from a breach of this Agreement may be inadequate and impossible to measure accurately. Accordingly, the Originator will be entitled to obtain an injunction and other equitable relief for any breach of this Agreement, and the breaching party may not assert as a defense in any such action that an adequate remedy at law exists. An Originator may recover all costs and expenses, including reasonable legal fees, incurred by it in enforcing this Agreement.

7.7 Severability. If any term or provision of this Agreement is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part by reason of any applicable law or public policy, that term or provision will remain in full force and effect to the fullest extent permitted by law, and all other terms and provisions will remain in full force and effect in their entirety.

7.8 Governing Law. This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Recipient has caused this Agreement to be executed and delivered by its authorized representative as of the date shown above.

\_\_\_\_\_  
(Recipient)

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

June 7, 2012

Court File No. CV-12-9667-00-CL

**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 SINO-FOREST CORPORATION**

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June 7, 2012

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Action against the Applicant

June 7, 2012

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Convertible Note Indenture Trustee



June 7, 2012

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June 7, 2012

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**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 SINO-FOREST CORPORATION**

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**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)  
PROCEEDING COMMENCED AT TORONTO**

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**NOTICE OF MOTION**

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