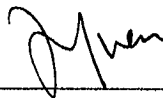


THIS IS EXHIBIT "M" TO
THE AFFIDAVIT OF W. JUDSON MARTIN
SWORN APRIL 23, 2012



A Commissioner, etc.

Yuen Tik Yan Joyce
Solicitor
Reed Smith
Richards Butler
20/F Alexandra House
Hong Kong SAR

EXECUTION COPY

DEALER MANAGER AGREEMENT

June 24, 2009

Credit Suisse Securities (USA) LLC
 Eleven Madison Avenue
 New York, NY 10010-3629

Ladies and Gentlemen:

1. The Exchange Offer. Sino-Forest Corporation, a Canada Business Corporations Act corporation (the "Company"), together with the Subsidiary Guarantors listed on Schedule I hereto (the "Subsidiary Guarantors"), proposes to exchange (hereinafter referred to, together with any amendments, supplements or extensions thereof, as the "Exchange Offer") for any and all of its issued and outstanding 9.125% Guaranteed Senior Notes due 2011 (the "Existing Securities") held by holders (i) in the United States, that are "qualified institutional buyer" as defined in Rule 144A under the U.S. Securities and Exchange Act of 1933, as amended (the "Securities Act") and (ii) outside the United States that are persons other than "U.S. persons" in reliance on and as that term is defined in Rule 902 of Regulation S under the Securities Act, 10.25% Guaranteed Senior Notes due 2014 (the "New Securities") on the terms and subject to the conditions set forth in the Exchange Offer Material (as hereinafter defined) as the same may be amended or supplemented from time to time.
2. Appointment as Dealer Manager. The Company and the Subsidiary Guarantors hereby appoint you as Dealer Manager (the "Dealer Manager") and authorize you to act as such in connection with the Exchange Offer. On the basis of the representations, warranties and covenants of the Company and the Subsidiary Guarantors contained herein and in accordance with the terms and conditions hereof and of the Exchange Offer, you agree, in accordance with your customary practice, to perform those services in connection with the Exchange Offer as are customarily performed by investment banks in connection with exchange offers of a like nature, including, but not limited to, using reasonable efforts to solicit tenders of Existing Securities in exchange for New Securities pursuant to the Exchange Offer and communicating generally regarding the Exchange Offer with brokers, dealers, commercial banks and trust companies and other holders of Existing Securities. In such capacity, you shall act as an independent contractor, and each of your duties arising out of your engagement pursuant to this Agreement shall be owed solely to the Company.

The Company further authorizes you to communicate with The Depository Trust Company, in its capacity as depository (the "Depository"), and with Global Bondholder Services Corporation, in its capacity as information agent (the "Information Agent"), with respect to matters relating to the Exchange Offer. The Company has instructed the Depository to advise you at least daily as to the number of Existing Securities which have been tendered pursuant to the Exchange Offer and as to such other matters in connection with the Exchange Offer as you may request.

3. No Liability for Acts of Brokers, Dealers, Banks and Trust Companies. Neither you nor any of your affiliates shall have any liability to the Company or any other person for any losses, claims, damages, liabilities and expenses (each, a "Loss" and collectively, the "Losses") arising from any act or omission on the part of any broker or dealer in securities (a "Dealer"), bank or trust company, or any other person, and neither you nor any of your affiliates shall be liable for any Losses arising from your own acts or omissions in performing your obligations as Dealer Manager or as a Dealer

hereunder or otherwise in connection with the Exchange Offer, except to the extent of any such Losses which are finally judicially determined to have resulted from your bad faith, willful misconduct or gross negligence. In soliciting or obtaining tenders, no Dealer, bank or trust company is to be deemed to be acting as your agent or the agent of the Company or any of its affiliates, and you, as Dealer Manager, are not to be deemed the agent of any Dealer, bank or trust company or the agent or fiduciary of the Company or any of its affiliates, security holders, creditors or of any other person. In soliciting or obtaining tenders, you shall not be and shall not be deemed for any purpose to act as a partner or joint venturer of or a member of a syndicate or group with the Company or any of its affiliates in connection with the Exchange Offer, any acceptance of the Existing Securities, or otherwise, and neither the Company nor any of its affiliates shall be deemed to act as your agent. The Company shall have sole authority for the acceptance or rejection of any and all tenders of Existing Securities.

4. The Exchange Offer Material and Withdrawal Rights. The Company agrees to furnish you, at its expense, with as many copies as you may reasonably request of (i) each offering memorandum, disclosure document, or other explanatory statement, or other report, filing, document, release or communication mailed, delivered, published, or filed by or on behalf of the Company in connection with the Exchange Offer, (ii) any document that is filed, if any, with the U.S. Securities and Exchange Commission (the "Commission") or any other federal, state, local or foreign governmental or regulatory authorities or any court, including without limitation, the Ontario Securities Commission (each an "Other Agency" and collectively, the "Other Agencies"), and all documents incorporated therein by reference, pertaining to either the Exchange Offer or the Company during the term of this Agreement and (iii) each appendix, attachment, modification, amendment or supplement to any of the foregoing and all related documents, including but not limited to each related letter of transmittal (each of (i), (ii) and (iii), together with each document incorporated by reference into any of the foregoing, the "Exchange Offer Material"). The Exchange Offer Material has been or will be prepared and approved by, and is the sole responsibility of, the Company, except for any information included therein in reliance on and in conformity with written information furnished to the Company by the Dealer Manager expressly for inclusion therein. The Company acknowledges that the only information furnished by or on behalf of the Dealer Manager is the name of the Dealer Manager on the cover page of the Exchange Offer Materials dated June 24, 2009 in connection with Exchange Offer. At the commencement of the Exchange Offer, the Company shall cause timely to be delivered, to each registered holder of any Existing Securities legally or contractually entitled thereto, the Exchange Offer Material and any other offering materials prepared expressly for use by holders of Existing Securities tendering in the Exchange Offer, together with a return envelope. Thereafter, to the extent practicable, until the expiration of the Exchange Offer, the Company shall use its best efforts to cause copies of such materials and a return envelope to be mailed to each person who becomes a holder of any applicable Existing Securities.

The Company acknowledges and agrees that you may use the Exchange Offer Material as specified herein without assuming any responsibility for independent investigation or verification on your part and the Company represents and warrants to you that you may rely on the accuracy and adequacy of any information delivered to you by or on behalf of the Company without assuming any responsibility for independent verification of such information or without performing or receiving any appraisal or evaluation of the Company's assets or liabilities.

You hereby agree, as Dealer Manager, that you will not disseminate any written material for or in connection with the solicitation of tenders of Existing Securities pursuant to the Exchange Offer other than the Exchange Offer Material.

The Company agrees that no Exchange Offer Material will be used in connection with the Exchange

Offer or the transactions contemplated thereby or filed with the Commission or any Other Agency with respect to the Exchange Offer or the transactions contemplated thereby without first obtaining your prior approval (which approval shall not be unreasonably withheld). In the event that the Company (a) uses or permits the use of any Exchange Offer Material in connection with the Exchange Offer or files any such material with the Commission or any Other Agency without your prior approval or (b) shall have breached any of its representations, warranties, agreements or covenants herein, then you shall be entitled to withdraw as Dealer Manager in connection with the Exchange Offer without any liability or penalty to you or any Indemnified Person (as hereinafter defined) for such withdrawal, and without loss of any right to the indemnification provided in Section 12 hereof, the payment of all fees and expenses payable under this Agreement which have accrued to the date of such withdrawal or would otherwise be due to you on such date, or the benefit of any other provisions surviving such withdrawal pursuant to Section 15 hereof. If you withdraw as Dealer Manager, the fees accrued and reimbursement for your expenses through the date of such withdrawal shall be paid to you as promptly as practicable after such date.

5. Compensation. The Company and the Subsidiary Guarantors, jointly and severally, agree to pay you, as compensation for your services as Dealer Manager in connection with the Exchange Offer, a fee equal to 2.25% of the aggregate principal amount of the Existing Securities that have been validly tendered by the holders of the Existing Securities in connection with the Exchange Offer and accepted by the Company, such fee to be paid to the Dealer Manager on the date of the consummation of the Exchange Offer.
6. Expenses of Dealer Manager and Others. In addition to your compensation for your services hereunder pursuant to Section 5 hereof, the Company and the Subsidiary Guarantors, jointly and severally, agree to pay directly, or reimburse you, as the case may be, for (a) all fees and reasonable out of pocket expenses incurred by you relating to the preparation, printing, filing, mailing and publishing of all Exchange Offer Material, (b) all fees and expenses of the Depository, the Information Agent or other persons rendering services, as agreed by the Company and such party, in connection with the Exchange Offer, (c) all advertising charges in connection with the Exchange Offer or the transactions contemplated thereby, including those of any public relations firm or other person or entity rendering services in connection therewith, (d) all fees, if any, payable to Dealers (including you), and banks and trust companies as reimbursement for their customary mailing and handling expenses incurred in forwarding the Exchange Offer Material to their customers, (e) all fees and expenses payable in connection with the registration or qualification of the New Securities under U.S. state securities or "blue sky" laws, and (f) all other reasonable fees and expenses incurred by you in connection with the Exchange Offer or the transactions contemplated thereby or otherwise in connection with the performance of your services hereunder (including 50% of reasonable fees and disbursements of your legal counsel; *provided that* in the event that the Exchange Offer is not consummated, the Company will reimburse you for 100% of these fees and expenses). All payments to be made by the Company pursuant to this Section 6 shall be made promptly against delivery to the Company of statements therefor. The Company shall be liable for the foregoing payments whether or not the Exchange Offer or the transactions contemplated thereby are commenced, withdrawn, terminated or cancelled prior to the acceptance of any Existing Securities or whether the Company or any of its subsidiaries or affiliates acquires any Existing Securities pursuant to the Exchange Offer or whether you withdraw pursuant to Section 4 hereof.
7. Securityholder Lists. The Company will cause you to be provided with cards or lists or other records in such form as you may reasonably request showing the names and addresses of, and the number of Existing Securities held by, the holders of Existing Securities as of a recent date and will cause you to be advised from day to day during the period of the Exchange Offer as to any transfers of record of Existing Securities.

8. Additional Obligations of the Company. a) The Company will prepare and file, as required, any and all necessary amendments or supplements to any of the Exchange Offer Material, will promptly furnish to you true and complete copies of each such amendment and supplement within a reasonable period of time prior to the filing thereof.
- b) The Company shall advise you promptly of (i) the occurrence of any event which could reasonably be expected to cause the Company to withdraw, rescind, terminate or modify the Exchange Offer or would permit the Company to exercise any right not to accept Existing Securities tendered under the Exchange Offer or otherwise not consummate the Exchange Offer, (ii) the occurrence of any event, or the discovery of any fact, the occurrence or existence of which it believes would require the making of any change in any of the Exchange Offer Material then being used or would cause any representation or warranty contained in this Agreement to be untrue or inaccurate in any material respect, (iii) any proposal or requirement to make, amend or supplement any Exchange Offer Material, (iv) to the extent permitted by applicable law, the issuance by the Commission or any Other Agency of any stop order or the taking of any other action concerning the Exchange Offer (and, if in writing, will furnish you with a copy thereof), (v) any material developments in connection with the Exchange Offer, including, without limitation, the commencement of any lawsuit concerning the Exchange Offer and (vi) any other information relating to the Exchange Offer, the Exchange Offer Material or this Agreement which you may from time to time reasonably request.
- c) So long as any of the New Securities are outstanding, the Company will deliver to you, promptly upon their becoming available, unless made publicly available, copies of all financial statements, reports, notices and proxy statements sent by the Company to its security holders.
- d) Prior to the consummation of the Exchange Offer, the Company shall furnish to you, as soon as they have been prepared by the Company, a copy of any consolidated financial statements of the Company and its consolidated subsidiaries for any period subsequent to the period covered by the financial statements appearing in the Exchange Offer Material.
9. Additional Representations, Warranties and Covenants of the Company and the Subsidiary Guarantors. (A) The Company represents and warrants to you that:
- a) The Company is a corporation duly organized, validly existing and in good standing under the laws of Canada, with corporate power and authority to own, lease and operate its properties and to conduct its business as presently conducted and as described in the Exchange Offer Material; and the Company is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or the ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or to be in good standing, considering all such cases in the aggregate, would not have a material adverse effect on the business, properties, financial position or results of operations of the Company and all of its subsidiaries and affiliates taken as a whole.
- b) (i) The Company has full corporate power and authority to take and has duly taken all necessary corporate action to authorize (A) the Exchange Offer, (B) the issuance of New Securities, (C) the exchange by the Company of New Securities for Existing Securities pursuant to the Exchange Offer, (D) the consummation of the other transactions contemplated thereby and (E) the execution, delivery and performance of this Agreement and all related documents, and (ii) this Agreement and all related documents have been duly authorized, executed and delivered on behalf of the Company and this Agreement is a legal, valid and binding obligation of the

Company enforceable against the Company in accordance with its terms, except that the enforceability hereof may be limited by (x) bankruptcy, insolvency, reorganization, moratorium and other laws now or hereafter in effect relating to creditors' rights generally and (y) general principles of equity.

- c) All of the subsidiaries of the Company, except those specifically excluded below, are listed in Exhibit H attached hereto; there is no other company or undertaking in which any of the Company or its Subsidiaries directly or indirectly owns or controls or proposes to own or control a majority interest (whether by way of shareholding, trust arrangement or otherwise).

For purposes of this Agreement, "Subsidiary" means:

- (i) any corporation of which securities, having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether at the time shares of any other class or classes of such corporation might have voting power by reason of the happening of any contingency, unless the contingency has occurred and then only for as long as it continues), are at the time directly, indirectly or beneficially owned or controlled by the Company or one or more of its Subsidiaries, or the Company and one or more of its Subsidiaries;
- (ii) any partnership of which the Company, or one or more of its Subsidiaries, or the Company and one or more of its Subsidiaries: (x) directly, indirectly or beneficially owns or controls more than 50% of the income, capital, beneficial or ownership interest (however designated) thereof; and (y) is a general partner, in the case of a limited partnership, or is a partner that has the authority to bind the partnership in all other cases; or
- (iii) any other person of which at least a majority of the income, capital, beneficial or ownership interest (however designated) is at the time directly, indirectly or beneficially owned or controlled by the Company, or one or more of its Subsidiaries or the Company and one or more of its Subsidiaries; provided that the term Subsidiary shall in any event include any cooperative joint venture corporations, the WFOEs (as defined below) and each of the additional entities identified in Exhibits B, C, D, E, F and H but excludes Sino-Panel Corporation (Canada), Sinowood Holdings Limited, Sinowood Finance Limited, Khan Forestry Inc. and Max Grain Development Limited which are inactive.
- d) Each Subsidiary has been duly incorporated, amalgamated, formed or continued, as the case may be, is validly existing as a corporation or partnership in good standing under the laws of the jurisdiction of its incorporation, amalgamation, formation or continuance, has the corporate power and authority to own its property and to conduct its business as described in the Exchange Offer Material and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its Subsidiaries, taken as a whole; except as disclosed in clause m) below of this Section 9, all of the issued shares of capital stock of each Subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable and the shares of capital stock of each such Subsidiary owned by the Company or another Subsidiary are owned directly or indirectly by the Company, free and clear of all liens, encumbrances, equities or claims.

- e) Each of the Company and its Subsidiaries has obtained all consents, authorizations, approvals, orders, certificates and permits of and from, and has made all declarations and filings with, all relevant national, local or other governmental authorities and all relevant courts and other tribunals ("Governmental Authorizations") which are required for the Company or any of its Subsidiaries to own, lease, license and use its properties and assets and to conduct its business in the manner described in, and contemplated by, the Exchange Offer Material. Except for the Governmental Authorizations whose absence would not have a material adverse effect on the business, affairs, operations, assets, properties, prospects, liabilities (contingent or otherwise), capital, earnings or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole (the "Condition of the Company"), all such Governmental Authorizations are in full force and effect; none of the Company and its Subsidiaries is in violation of, or default under, such Governmental Authorizations.
- f) Each of the Company and its Subsidiaries has good and marketable title to all real property and all personal property owned by it, in each case free and clear of all liens, encumbrances and defects, except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by it and except for the mortgages, liens, pledges or other security interests relating to the bank borrowings and other indebtedness by the Company disclosed in the Exchange Offer Material; and any real property and buildings held under lease by the Company and its Subsidiaries are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its Subsidiaries, in each case except as described in or contemplated in the Exchange Offer Material.

With respect to any of the tree plantations owned, leased or otherwise operated by the Subsidiaries of the Company, each such Subsidiary has obtained or are in the process of applying for the Plantation Rights Certificates, its equivalents or other relevant approvals for their legal titles to the plantation land use or other relevant plantation rights, as applicable, that are required or otherwise necessary under the PRC laws and regulations in order for such Subsidiary to own, lease or operate such plantation and conduct its wood fiber businesses in the manner described in, and contemplated by, the Exchange Offer Material except for any rights the failure of which to obtain would not result in a material adverse effect on the Condition of the Company; with respect to any of the plants, buildings or other structures owned by any of the Company's Subsidiaries, such Subsidiary has valid land use right certificates, building ownership certificate or other relevant title documents, and the construction, development, occupation and use of such plant, building or structure complies in all material respects with all the applicable laws and regulations except such as would not, singly or in the aggregate, result in a material adverse effect on the Condition of the Company.

- g) The Company and its Subsidiaries own or possess or can acquire on reasonable terms sufficient trademarks, trade names, patent rights, copyrights, licenses, approvals, trade secrets and other similar rights (collectively, the "Intellectual Property Rights") reasonably necessary to conduct their businesses as now conducted; neither the Company nor any of its Subsidiaries has received any notice of or is otherwise aware of infringement or conflict with asserted Intellectual Property Rights of others.
- h) The relevant PRC Subsidiaries (as defined below) have duly obtained or are in the process of applying for the relevant Plantation Rights Certificates, its equivalents or other relevant approvals

for their legal titles to the plantation land use rights and the planted tree plantations. The relevant PRC Subsidiaries have planted at least 61,500 hectares of planted tree plantation as of March 31, 2009.

- i) Each of the Company and its Subsidiaries has the right to conduct business in the PRC in the manner as presently conducted and as described in the Exchange Offer Material, and has obtained or are in the process of applying for the relevant Plantation Rights Certificates, its equivalents or other relevant approvals for their legal titles to the right to own the purchased tree plantations (as set forth in the Exchange Offer Material) and has or will have the right to log, transport, and sell the purchased tree plantations in accordance with the PRC laws and regulations.
- j) The events and transactions (the “CJV Conversion”) set forth in the Exchange Offer Material relating to the conversion of the corporate form of certain PRC Subsidiaries of the Company from cooperative joint venture enterprise into wholly foreign-owned enterprise, as listed in Exhibit G (the “Original CJVs”), have been duly effected in accordance with applicable laws and regulations, and the description of the CJV Conversion set forth therein is an accurate and fair summary of such transactions in all material respects.
- k) Each of the Company’s Subsidiaries in the PRC has been duly established as a wholly foreign owned enterprises (each, a “WFOE” and, collectively the “WFOEs”) or a PRC limited company invested by WFOE (together with the WFOEs, the “PRC Subsidiaries”) in compliance with applicable PRC laws and regulations.
- l) The ownership structure of the PRC Subsidiaries as described in the Exchange Offer Material is in compliance with any applicable laws and regulations in the PRC.
- m) Except for Sino-Panel (China) Investments Limited, Sino-Panel (Fujian) Co, Ltd., Sino-Panel (Heilongjiang) Trading Co., Ltd. and Jiangxi Jiawei Panel Co. Ltd. whose registered capital shall be subscribed in instalments in accordance with their respective government approvals, the registered capital of each of the PRC Subsidiaries has been subscribed in full and all government approvals relating to the subscription thereof have been issued and are in full force and effect; the Company will pay or cause to be paid in full the unpaid registered capital of Sino-Panel (China) Investments Limited, Sino-Panel (Fujian) Co., Ltd., Sino-Panel (Heilongjiang) Trading Co., Ltd. and Jiangxi Jiawei Panel Co. Ltd. in due course in accordance with PRC laws and regulations.
- n) The articles of association of each of the WFOEs comply with the requirements of applicable laws of the PRC, and are in full force and effect.
- o) Each of (i) the documents listed under “Material Contracts” in the Company’s annual information form dated March 31, 2009, (ii) the master agreements or other contracts entered into by the Subsidiaries of the Company relating to the purchase of the rights to the trees on particular plantation land with or without a preemptive right to lease such plantation land, (iii) the long-term lease agreements entered into by any of the Company's Subsidiaries for tree plantations as disclosed in the Exchange Offer Material, (iv) the share purchase or other investment agreements entered into by the Company and any of its Subsidiaries, and (v) any other contracts or arrangements between any of either the Company or the Company's Subsidiaries and an authorized intermediary regarding the sales of standing timber, has been duly authorized, executed and delivered by the Company or the relevant Subsidiaries of the Company, as the case may be, constitutes a valid and binding agreement of each of the parties thereto, is in full force

and effect and is enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws affecting creditors' rights generally and subject to the qualification that equitable remedies may be granted in the discretion of a court of competent jurisdiction. The Company has no knowledge of the invalidity of or grounds for rescission, avoidance or repudiation of any such material contract and none of the Company or its Subsidiaries has received notice of any intention to terminate any such contract or agreement or repudiate or disclaim any such transaction. All descriptions of material contracts or documents in the Exchange Offer Material, to the extent such descriptions purport to describe or summarize such contracts or documents, are true and accurate in all material respects, fairly summarize the contents of such contracts or documents and do not omit any material information which affects the import of such descriptions.

- p) Each of the WFOEs has obtained all necessary foreign exchange registration certificates from the relevant local branches of the State Administration of Foreign Exchange and has passed foreign exchange annual inspections, except for those the absence of which would not result in a material adverse effect on the Condition of the Company. No other governmental registration, authorization or filing with any governmental authority is required in the PRC in respect of the ownership by the Company of its direct or indirect equity interest in any PRC Subsidiary or in respect of the CJV Conversion, except for those that have already been obtained or those the absence of which would not result in a material adverse effect on the Condition of the Company.
- q) Subject to compliance with the requisite procedures under the PRC laws and regulations, each PRC Subsidiary has full power and authority to effect dividend payments and remittances thereof outside the PRC in foreign currency free of deduction or withholding on account of income taxes and without the need to obtain any consent, approval, authorization, order, registration or qualification of or with any court or governmental or regulatory agency or body of or in the PRC. No wholly-owned Subsidiary of the Company is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such Subsidiary's capital stock, from repaying to the Company any loans or advances to such Subsidiary from the Company or from transferring any of such Subsidiary's properties or assets to the Company or any other wholly-owned Subsidiary upon the requisite approval procedures for such transferring, except for Sino-Panel (China) Investments Limited, Sino-Panel (Fujian) Co., Ltd. Sino-Panel (Heilongjiang) Trading Co., Ltd. and Jiangxi Jiawei Panel Co. Ltd. whose registered capital has been partially paid up or has not been paid up, the dividend payments and remittances for which shall be made in proportion to the paid-up contribution of its registered capital, and except as otherwise described in the Exchange Offer Material.
- r) The authorized capital of the Company conforms to the description thereof contained in the Exchange Offer Material. None of the outstanding Common Shares were issued in violation of any preemptive rights, rights of first refusal or other similar rights to subscribe for or purchase securities of the Company. There are no authorized or outstanding options, warrants, preemptive rights, rights of first refusal or other rights to purchase, or equity or debt securities convertible into or exchangeable or exercisable for, any capital stock of the Company or any of its Subsidiaries other than those accurately described in the Exchange Offer Material. The description of the Company's stock option, stock bonus and other stock plans or arrangements, and the options or other rights granted thereunder, set forth in the Exchange Offer Material accurately and fairly describes such plans, arrangements, options and rights.

- s) Except for Sino-Panel (China) Investments Limited, Sino-Panel (Fujian) Co., Ltd., Sino-Panel (Heilongjiang) Trading Co., Ltd. and Jiangxi Jiawei Panel Co., Ltd., each of the WFOEs has full power and authority to borrow shareholder loans from its foreign shareholder as contemplated and described in the Exchange Offer Material. Except for those disclosed in the Exchange Offer Material, no other licenses, consents, approvals, authorizations, permits, certificates or orders of or from, or filings, declarations or qualifications with or to, any governmental body, court, agency or official in the PRC are required for any WFOE to borrow shareholder loans. Each of the WFOEs will be able to repay such shareholder loans in, and remit to outside the PRC, United States dollars, except for the withholding tax required under the PRC Enterprise Income Tax Law, enacted on March 16, 2007 and effective on January 1, 2008 and its Implementation Rules issued on December 6, 2007 and effective on January 1, 2008, of the PRC and other exceptions, in each case, as disclosed in the Exchange Offer Material, free of deduction or withholding on account of income taxes and without the need to obtain any consent, approval, authorization, order, registration or qualification of or with any court or governmental or regulatory agency or body of or in the PRC.
- t) The Company is, and immediately upon consummation of the transactions contemplated herein and in the Exchange Offer Material will be, Solvent. As used herein, the term “Solvent” means, with respect to an entity, on a particular date, that on such date (a) the book value of the assets of such entity is greater than or equal to the total amount of liabilities (including contingent liabilities) of such entity, (b) the value of the assets of the entity is greater than the amount that will be required to pay the probable liabilities of such entity on its debt as they become absolute and mature, (c) the entity is able to realize upon its assets and pay its debts and other liabilities (including contingent obligations) as they mature, and (d) the entity does not have unreasonably small capital. Except such as would not result in a material adverse effect on the Condition of the Company, no winding up or liquidation proceedings have been commenced against the Company or any of its Subsidiaries and no proceedings have been started or, to the best of the knowledge information and belief of the Company, threatened for the purpose of, and no judgment has been rendered, declaring the Company or any of its Subsidiaries bankrupt or in any insolvency proceeding, or for any arrangement or composition for the benefit of creditors, or for the appointment of a receiver, trustee, administrator or similar officer of any of the Company and its Subsidiaries, or any of their respective properties, revenues or assets.
- u) None of the Company, the Company’s Subsidiaries or any of the Company’s or its Subsidiaries’ properties, assets or revenues are entitled to any right of immunity in any jurisdiction on the grounds of sovereignty from any legal action, suit or proceedings, from set-off or counterclaim, from the jurisdiction of any court, from services of process, from attachment prior to or in aid of execution of judgment, or from other legal process or proceedings for the giving of any relief or for the enforcement of any judgment.
- v) Subject to compliance by the Dealer Manager with the representations and warranties of the Dealer Manager and the procedures set forth in the Exchange Offer Memorandum, it is not necessary in connection with the offer, sale and delivery of the New Securities in the manner contemplated by this Agreement and the Exchange Offer Memorandum to register the New Securities under the Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939, as amended (the “1939 Act”). The Exchange Offer is or will be made only to (i), in the United States, “qualified institutional buyers” (“QIBs”) as defined in Rule 144A under the Securities Act (“Rule 144A”) and (ii) outside the United States, persons other than “U.S. persons” in compliance with Regulation S under the Securities Act.

- w) The New Securities satisfy the requirements set forth in Rule 144A(d)(3) under the Securities Act.
- x) During the period of one year after the Closing Date, the Company will not, and will not permit any of its affiliates to, resell any of the New Securities which constitute “restricted securities” under Rule 144(a)(3) under the Securities Act that have been reacquired by any of them.
- y) The Company and the Subsidiary Guarantors agree that, in order to render the offered New Securities eligible for resale pursuant to Rule 144A under the Securities Act, while any of the New Securities remain outstanding, they will make available, upon request, to any holder of New Securities or prospective purchasers of New Securities the information specified in Rule 144A(d)(4) under the Securities Act, unless the Company and the Subsidiary Guarantors furnish information to the Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated by the Commission thereunder (collectively, the “Exchange Act”).
- z) The Exchange Offer and the Exchange Offer Material comply or will comply in all material respects with the applicable requirements of the Securities Act, and the Exchange Act and with all applicable rules or regulations of the Commission and any Other Agency, including applicable “blue sky” or similar securities laws; and none of the Exchange Offer Material (including, without limitation, any documents incorporated by reference in such Exchange Offer Material) contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they are made, not misleading; *provided, however*, that no representation is made with respect to any statements contained in, or any matter omitted from, the Exchange Offer Material in reliance upon and in conformity with information furnished or confirmed in writing by you to the Company expressly for use therein. The Company acknowledges that the only information furnished by or on behalf of the Dealer Manager is the name of the Dealer Manager on the cover page of the Exchange Offer Materials dated June 24, 2009 in connection with Exchange Offer.
- aa) The Exchange Offer, the issuance of the New Securities, the exchange of New Securities for Existing Securities pursuant to the Exchange Offer, the consummation of the other transactions contemplated by this Agreement, the Exchange Offer or the Exchange Offer Material, and the execution, delivery and performance of this Agreement and all related documents by the Company comply and will comply in all material respects with all applicable requirements of federal, state, local and foreign law, including, without limitation, any applicable regulations of the Commission and Other Agencies, and all applicable judgments, orders or decrees; and no consent, authorization, approval, order, exemption, registration, qualification or other action of, or filing with or notice to, the Commission or any Other Agency is required in connection with the execution, delivery and performance of this Agreement by the Company, the making or consummation by the Company of the Exchange Offer, the issuance of the New Securities, the exchange of New Securities for Existing Securities pursuant to the Exchange Offer or the consummation of the other transactions contemplated by this Agreement, the Exchange Offer or the Exchange Offer Material, except where the failure to obtain or make such consent, authorization, approval, order, exemption, registration, qualification or other action or filing or notification would not materially adversely affect the ability of the Company to execute, deliver and perform this Agreement or to commence and consummate the Exchange Offer in accordance with its terms.

- bb) The Exchange Offer, the issuance of the New Securities, the exchange of New Securities for Existing Securities pursuant to the Exchange Offer, the consummation of the other transactions contemplated by this Agreement, the Exchange Offer or the Exchange Offer Material, and the execution, delivery and performance of this Agreement by the Company, do not and will not (i) conflict with or result in a violation of any of the provisions of the certificate of incorporation or by-laws (or similar organizational documents) of the Company, (ii) conflict with or violate in any material respect any law, rule, regulation, order, judgment or decree applicable to the Company or by which any property or asset of the Company or any of its Subsidiaries is or may be bound or (iii) result in a breach of any of the material terms or provisions of, or constitute a default (with or without due notice and/or lapse of time) under, or give rise to or accelerate the repayment of, any loan or credit agreement, indenture, mortgage, note, or other agreement or instrument, or indebtedness or other payment or repayment obligation under such agreement or instrument, to which the Company or any of its Subsidiaries is a party or by which any of them or any of their respective properties or assets is or may be bound.
- cc) No stop order, restraining order or denial of an application for approval has been issued and no investigation, proceeding or litigation has been commenced or, to the best of the Company's knowledge, after due inquiry, contemplated before the Commission or any Other Agency with respect to the making or consummation of the Exchange Offer, the offer, issuance, delivery or exchange of the New Securities pursuant to the Exchange Offer or the consummation of the other transactions contemplated by this Agreement, the Exchange Offer or the Exchange Offer Material.
- dd) Since the respective dates as of which information is given in the Exchange Offer Material, and except as otherwise stated or contemplated therein, (i) there has been no material adverse change and no development involving a prospective material adverse change in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its Subsidiaries, taken as a whole, whether or not arising in the ordinary course of business, (ii) there have been no transactions entered into by the Company or any of its Subsidiaries which are material to the Company and its Subsidiaries, taken as a whole, other than those entered into in the ordinary course of business; (iii) there has been no material change in the capital stock of the Company or any of its Subsidiaries; (iv) there has been no dividend or distribution of any kind declared, paid or made by the Company or any of its Subsidiaries on any class of their capital stock; and (v) neither the Company nor any of its Subsidiaries has sustained any material loss or interference with its business from fire, earthquake, flood, explosion or other calamity, whether or not covered by insurance.
- ee) No labour dispute with the employees of the Company or any of its Subsidiaries exists or, to the best of the knowledge, information and belief of the Company, is imminent, and the Company is not aware of any existing or imminent labour disturbance by the employees of any of its or any of its Subsidiaries' principal suppliers, manufacturers, customers or contractors, which, in either case, would result in any material adverse effect on the Condition of the Company.
- ff) The Company and its Subsidiaries have not, and to the best of the knowledge, information and belief of the Company, no director, officer, agent, employee, affiliate or other person acting on behalf of the Company or any of its Subsidiaries has, taken any action, directly or indirectly, that would result in a violation by such persons of the anti-corruption legislation of Canada, the PRC, Hong Kong or any other jurisdiction, or the rules and regulations thereunder, and all related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency thereof, including, without limitation, (i) making an offer, payment or promise to pay or

- (ii) authorizing the payment of any money, other property, gift, promise to give, or the giving of anything of value to any official, employee or agent of any governmental agency, authority or instrumentality in Canada, the PRC, Hong Kong or any other jurisdiction where either the payment, gift or promise or the purpose of such contribution, payment, gift or promise was, is or would be prohibited under applicable law, rule or regulation of Canada, the PRC, Hong Kong or any other relevant jurisdiction or to any political party or official thereof or any candidate for political office, where either the payment, gift or promise or the purpose of such contribution, payment, gift or promise was, is or would be prohibited under applicable law, rule or regulation of Canada, the PRC, Hong Kong or any other relevant jurisdiction, except such as would not, individually or in the aggregate, have any material adverse effect on the Condition of the Company.
- gg) Neither the Company or any of its Subsidiaries nor, to the best of the knowledge, information and belief of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company or any of its Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"); and the Company will not directly or indirectly use the proceeds of the Exchange Offer, or lend, contribute or otherwise make available such proceeds to any Subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.
- hh) The Company and its Subsidiaries (i) are in compliance with any and all applicable foreign, federal, provincial, state, territorial, and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants, dangerous goods or contaminants ("Environmental Laws"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses, and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such non-compliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, singly or in the aggregate, have a material adverse effect on the Condition of the Company.
- ii) There is not at present on, at or under any of the real properties of the Company or any of its Subsidiaries any hazardous substances, toxic substances, wastes, pollutants, dangerous goods or contaminants ("Hazardous Substance") and there has not been the discharge, deposit, leak, emission, spill or other release of any Hazardous Substance on, at, under or from any real property of the Company or any of its Subsidiaries (including relating to the collection, removal and disposal of wastes), which has resulted in or may result in any material cost, damage or other liability, including the diminution in value of any property, or may have a material adverse effect on the Condition of the Company.
- jj) There are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, singly or in the aggregate, have a material adverse effect on the Condition of the Company.
- kk) There is no action, suit or proceeding before or by the Commission or any Other Agency, which has been served upon the Company or any of its Subsidiaries that is now pending or, to the best knowledge of the Company, threatened, against or affecting the Company or any of its Subsidiaries, which is required to be disclosed in the Exchange Offer Material (except as

disclosed therein), or which is reasonably likely to result in any material adverse change in the Condition of the Company, or which is reasonably likely to materially and adversely affect the consummation of any of the transactions contemplated by this Agreement; all pending legal and governmental proceedings to which the Company or any of its Subsidiaries is a party or of which any of their property or assets is the subject which are not described in the Exchange Offer Material including ordinary routine litigation incidental to the business of the Company or any of its Subsidiaries are, considered in the aggregate, not material; and there are no contracts or other documents of the Company or any of its Subsidiaries which are required to be filed as exhibits to the Exchange Offer Material by the Exchange Act which have not been so filed.

- ll) The New Securities and the indenture pertaining thereto (the “Indenture”) will be duly authorized and executed by, and will be the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms (except as enforcement thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium and other laws now or hereafter in effect relating to creditors' rights generally and (ii) general principles of equity), and will conform to the descriptions thereof in the Exchange Offer Material.
- mm) The accountants who have certified the consolidated financial statements and supporting schedules included or incorporated by reference in the Exchange Offer Material are independent public accountants with respect to the Company and its Subsidiaries within the meaning of the Securities Act and as required under Canadian securities laws and there has not been any disagreement (within the meaning of National Instrument 51-102 – Continuous Disclosure Obligations) since January 1, 2006 with the present or any former auditors of the Company.
- nn) The consolidated financial statements of the Company included or incorporated by reference in the Exchange Offer Material present fairly the financial position of the Company and its Subsidiaries as of the dates indicated and the results of their operations for the periods specified; except as otherwise stated therein, said financial statements have been prepared in conformity with Canadian generally accepted accounting principles (“GAAP”) applied on a consistent basis; and the supporting schedules included or incorporated by reference in the Exchange Offer Material present fairly the information required to be included therein.
- oo) Except as disclosed in the financial statements referred to in the above clause nn) of this Section 9, and in the Exchange Offer Material, there are no material off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Company or any of its Subsidiaries with unconsolidated entities or other persons that may have a material current or future effect on the financial condition, change in financial condition, results of operations, liquidity, capital expenditures, capital resources, or significant components of revenues or expenses of the Company or any of its Subsidiaries.
- pp) Except as disclosed in the Exchange Offer Material, none of the Company or any of its Subsidiaries has any contingent liabilities, in excess of the liabilities that are either reflected or reserved against in the financial statements referred to in the above clause nn) of this Section 9, which are material to the Condition of the Company.
- qq) Except as disclosed in the Exchange Offer Material, no material indebtedness (actual or contingent) and no material contract or arrangement is outstanding between the Company or any of its Subsidiaries and any director or executive officer of the Company or any of its Subsidiaries or any person connected with such director or executive officer (including his/her spouse or children, or any company or undertaking in which he/she holds a controlling interest). There are no material relationships or transactions between the Company or any of its Subsidiaries on the

one hand and its affiliates, officers and directors or their shareholders, customers or suppliers on the other hand which are not disclosed in the Exchange Offer Material.

- rr) The sections entitled “Management’s Discussion and Analysis – Overview of Business – Significant Accounting Policies and Interpretation” and “Management’s Discussion and Analysis - Critical Accounting Estimates” in the Exchange Offer Material accurately and fairly describes in all material respects (i) accounting policies which the Company believes are the most important in the portrayal of the financial condition and results of operations for the Company and its consolidated Subsidiaries and which require management’s most difficult, subjective or complex judgments (“critical accounting estimates”); and (ii) judgments and uncertainties affecting the application of critical accounting policies. The section entitled “Management’s Discussion and Analysis - Liquidity and Capital Resources” in the Exchange Offer Material accurately and fairly describes in all material respects (x) all material trends, demands, commitments, events, uncertainties and risks, and the potential effects thereof, that the Company believes would materially affect its liquidity and are reasonably likely to occur; and (y) all off-balance sheet arrangements, if any, that have or are reasonably likely to have a current or future effect on the financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources of the Company and the Subsidiaries taken as a whole. Except as disclosed in the Exchange Offer Material, there are no outstanding guarantees or other contingent obligations of the Company or any Subsidiary that could reasonably be expected to have a material adverse effect on the Condition of the Company.
- ss) The Company and each of its Subsidiaries maintains a system of internal controls sufficient to provide reasonable assurances that (i) transactions are executed in accordance with management’s general or specific authorization; (ii) transactions are recorded as necessary to permit the financial statements to be fairly presented in accordance with the GAAP and to maintain accountability for assets; (iii) access to its assets is permitted only in accordance with management’s general or specific authorization; (iv) the recorded accountability for assets is compared with existing assets at reasonable intervals and appropriate action is taken with respect to differences; (v) the Company and each of its Subsidiaries have made and kept books, records and accounts, which in reasonable details, accurately and fairly reflect in all material respects the transactions and dispositions of assets of such entity; (vi) material information relating to the Company and its Subsidiaries is made known to those within the Company responsible for the preparation of the financial statements during the period in which the financial statements have been prepared and that such material information is disclosed to the public within the time periods required by applicable law, including Canadian securities laws; and (vii) all significant deficiencies and material weaknesses in the design or operation of such internal controls that could adversely affect the Company’s ability to disclose to the public information required to be disclosed by it in accordance with applicable law, including Canadian securities laws, and all fraud, whether or not material, that involves management or employees that have a significant role in the Company’s internal controls have been disclosed to the audit committee of the Company’s board of directors.
- tt) Except as referred to in and contemplated by the Exchange Offer Material, subsequent to the respective dates as of which information is given in such documents: (i) there has not been any material change in the assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Company and its Subsidiaries on a consolidated basis; (ii) there has not been any material change in the capital or long-term debt of the Company and its Subsidiaries on a consolidated basis; and (iii) there has not been any material change in the Condition of the Company.
- uu) The statements set forth in the Exchange Offer Material under the captions “Related Party Transactions” and “Management’s Discussion and Analysis of Financial Condition and Results of

Operations — Related Party Transactions” are true and accurate in all material respects and there are no other facts known or which could on reasonable enquiry have been known to the Company, the omission of which would make any such statements misleading in any material respect.

- vv) The Company and its Subsidiaries carry or are entitled to the benefits of insurance, with to the best of the knowledge, information and belief of the Company, financially sound and reputable insurers, in such amounts and covering such risks as is generally maintained by companies of established repute engaged in the same or similar business, and all such insurance is in full force and effect. The Company has no reason to believe that it or any of its Subsidiaries will not be able (A) to renew its existing insurance coverage as and when such policies expire or (B) to obtain comparable coverage from similar institutions as may be necessary or appropriate to conduct its business as now conducted and at a cost that would not result in a material adverse change in the Condition of the Company.
- ww) There is no person, firm or corporation which has been engaged by the Company to act for the Company and which is entitled to any brokerage or finder’s fee in connection with this Agreement or any of the transactions contemplated hereunder, and in the event any such person, firm or corporation establishes a claim for any fee from the Dealer Manager in respect of the transactions contemplated hereunder, the Company covenants to indemnify and hold harmless the Dealer Manager with respect thereto and with respect to all costs reasonably incurred in the defense thereof.
- xx) Except as disclosed in the Exchange Offer Material, neither the Company nor any of its Subsidiaries is, or with the giving of notice or lapse of time or both would be, (A) in violation of any provision of law, statute, rule or regulation or its charter documents, by-laws, business license, business permit or other constitutional documents, or any judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of its Subsidiaries or any of their assets, properties or operations or (B) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, note, lease or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which any of them may be bound, or to which any of the property or assets of the Company or any of its Subsidiaries is subject (collectively, “Agreements and Instruments”) except, in each case, for such violations or defaults that would not result in a material adverse effect on the Condition of the Company; and the execution, delivery and performance of this Agreement and any other agreement or instrument entered into or issued or to be entered into or issued by the Company in connection with the transactions contemplated hereby or thereby or in the Exchange Offer Material and the consummation of the transactions contemplated herein and in the Exchange Offer Material and compliance by the Company with its obligations hereunder or thereunder have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of its Subsidiaries pursuant to, the Agreements and Instruments, nor will such action result in any violation of the provisions of the charter documents, by-laws, business license, business permit or other constitutional documents of the Company or any of its Subsidiaries or any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of its Subsidiaries or any of their assets, properties or operations. As used herein, a “Repayment Event” means any event or condition which gives the holder of any note, debenture

or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its Subsidiaries.

- yy) Except as disclosed in the Exchange Offer Material, the Company and each of its Subsidiaries has, on a timely basis, filed all necessary tax returns and notices and has paid or made provision for all applicable taxes of whatever nature for all tax years to the date hereof to the extent such taxes have become due or have been alleged to be due; except as disclosed in the Exchange Offer Material, the Company is not aware of any material tax deficiencies or material interest or penalties accrued or accruing or alleged to be accrued or accruing thereon with respect to itself or any of its Subsidiaries which have not otherwise been provided for by the Company.
- zz) Except as disclosed in the Exchange Offer Material, no tax or duty (including any stamp or other issuance or transfer tax or duty and any tax or duty on capital gains or income (excluding any tax on capital gains or income imposed by the United States, any State thereof, or the District of Columbia), whether chargeable on a withholding basis or otherwise) is payable by or on behalf of the Dealer Manager under the laws of Canada, Hong Kong, the PRC, the British Virgin Islands or the United States, or of any political subdivision, department or agency thereof, in connection with (A) the issuance of the New Securities, (B) the exchange by the Company of the New Securities to the Dealer Manager in the manner contemplated herein, (C) the exchange and delivery of the New Securities by such Dealer Manager in the manner contemplated in the Exchange Offer Material or (D) the consummation of any other transaction contemplated in this Agreement or the Indenture.
- aaa) All interest, principal, premium, if any, and other payments due under or made on the New Securities may under the current laws and regulations of Canada, Hong Kong, the British Virgin Islands and the PRC be paid to the holders of the New Securities, and all interest, principal, premium or other payment due under or made on the New Securities will not be subject to withholding or other similar taxes under the laws and regulations of Canada, Hong Kong, the British Virgin Islands or the PRC and are otherwise free and clear of any other tax, withholding or deduction in Canada, Hong Kong, the British Virgin Islands and the PRC without necessity of obtaining any consents, approvals, authorizations, orders, registrations, clearances or qualifications of or with any governmental agency or body having jurisdiction over the Company or any of its Subsidiaries or any of their respective properties in the Canada, Hong Kong, the British Virgin Islands or the PRC.
- bbb) It is not necessary under the laws of Canada or any political subdivision thereof or authority or agency therein in order to enable a subsequent purchaser of New Securities or an owner of any interest therein to enforce its rights under the New Securities or to enable the Dealer Manager to enforce its rights under any of this Agreement, the Indenture or the New Securities that it should, as a result solely of its holding of New Securities be licensed, qualified, or otherwise entitled to carry on business in Canada or any political subdivision thereof or authority or agency therein; each of this Agreement, the Indenture and the New Securities is in proper legal form under the laws of Canada and any political subdivision thereof or authority or agency therein for the enforcement thereof against the Company therein; and it is not necessary to ensure the legality, validity, enforceability or admissibility in evidence of any of this Agreement, the Indenture or the New Securities in Canada or any political subdivision thereof or agency therein that any of them be filed or recorded with any court, authority or agency in any court, authority or agency of Canada or any political subdivision thereof.
- ccc) Under the laws of the Province of Ontario, the courts of such province will recognize and give

effect to the choice of law provisions set forth in Sections 17 and 21 hereof and enforce judgments of any New York court (obtained against the Company to enforce this Agreement, provided that (a) the parties' choice of New York Law is bona fide and legal and there is no reason for avoiding the choice of law on the grounds of public policy under the laws of the Province of Ontario; and (b) in any such proceeding, and notwithstanding the parties' choice of law, the Ontario Court: (i) will not take judicial notice of the provisions of New York Law but will only apply such provisions if they are pleaded and proven to its satisfaction by expert testimony; (ii) will apply the laws of the Province of Ontario and the federal laws of Canada applicable therein (collectively, "Ontario Law") that under Ontario Law would be characterized as procedural and will not apply any New York Law that under Ontario Law would be characterized as procedural; (iii) will apply provisions of Ontario Law that have overriding effect; (iv) will not apply any New York Law if such application would be characterized under Ontario Law as a direct or indirect enforcement of a foreign revenue, expropriatory, penal or other public law or if its application would be contrary to public policy under Ontario Law; and (v) will not enforce the performance of any obligation that is illegal under the laws of any jurisdiction in which the obligation is to be performed hereof); under the laws of the PRC, the choice of law provision set forth in Section 21 hereof will be recognized by the courts of the PRC and any judgment obtained in any New York court arising out of or in relation to the obligations of the Company under this Agreement will be recognized in PRC courts subject to the applicable provisions of the Civil Procedure Law of the PRC relating to the enforceability of foreign judgments.

- ddd) The Company has the power to submit, and pursuant to Section 17 of this Agreement and the terms of the Indenture, has legally, validly, effectively and irrevocably submitted, to the jurisdiction of any New York State or United States federal court sitting in the Borough of Manhattan, The City of New York, and has the power to designate, appoint and empower, and pursuant to Section 16 of this Agreement and the terms of the Indenture, has legally, validly and effectively designated, appointed and empowered an agent for service of process in any suit or proceeding based on or arising under this Agreement, the Indenture or the New Securities, as the case may be, in any New York court.
- eee) Any statistical and market-related data included in the Exchange Offer Material are based on or derived from sources that the Company believes to be reliable and accurate, and, to the extent required or otherwise necessary, the Company has obtained the written consent or other consent in requisite form to the use of such data from such sources.
- fff) Neither the Company nor to its knowledge any affiliate, as such term is defined in Rule 501(b) under the Securities Act ("Affiliate"), of the Company has taken, nor will the Company or any Affiliate of the Company take, directly or indirectly, any action which is designed to or which has constituted or which would be expected to cause or result in stabilization or manipulation of the price of any security of the Company to facilitate the exchange of the New Securities.
- ggg) Each of this Agreement, the Exchange Offer, the New Securities and the Existing Securities conforms in all material respects to the descriptions thereof contained in the Exchange Offer Material.
- hhh) The Company is not, and will not be upon consummation of the Exchange Offer, an "investment company" under the Investment Company Act of 1940, as amended, and the rules and regulations promulgated by the Commission thereunder.
- iii) Neither the Company nor any of its Affiliates has, directly or indirectly, solicited any offer to

buy, sold or offered to sell or otherwise negotiated in respect of, or will solicit any offer to buy, sell or offer to sell or otherwise negotiate in respect of, in the United States or to any United States citizen or resident, any security which is or would be integrated with the exchange of the New Securities in a manner that would require the New Securities to be registered under the Securities Act.

- jjj) None of the Company, its Affiliates or any person acting on its or any of their behalf (other than the Dealer Manager, as to whom the Company makes no representation) has engaged or will engage, in connection with the exchange of the New Securities, in any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act.
- kkk) With respect to those New Securities issued and exchanged for in reliance on Regulation S, (A) none of the Company, its Affiliates or any person acting on its or their behalf (other than the Dealer Manager, as to whom the Company makes no representation) has engaged or will engage in any directed selling efforts within the meaning of Regulation S and (B) each of the Company and its Affiliates and any person acting on its or their behalf (other than the Dealer Manager, as to whom the Company makes no representation) has complied and will comply with any applicable offering restrictions requirement of Regulation S.
- lll) The Company is a “foreign issuer” within the meaning of Rule 902 under the Securities Act and reasonably believes there is no “substantial U.S. market interest” in the Company’s “debt securities” as such terms are defined in Rule 902 under the Securities Act.
- mmm) The Company is a reporting issuer within the meaning of applicable Canadian securities laws in each of the provinces of Canada, and is not in default of any requirement of such securities laws, and has not been noted in default of any requirement of such securities laws by any applicable Canadian securities regulatory authority, except in each case for such defaults as would have a material adverse effect on the Condition of the Company. The Company’s outstanding common shares are listed on the Toronto Stock Exchange (the “TSX”) under the symbol “TRE” and the Company is in compliance with all requirements of the TSX. The Company has taken no action designed to, or likely to have the effect of, (a) delisting its common shares from the TSX nor is the TSX contemplating terminating such listing, or (b) ceasing to be a reporting issuer in any province, nor has the Company received any notification from any applicable Canadian securities regulatory authority seeking to revoke the reporting issuer status of the Company.
- nnn) The total shareholders’ equity of the Company is as set forth in the Exchange Offer Material under the caption “Consolidated Capitalization of the Corporation” as of March 31, 2009.
- ooo) Each of the representations and warranties contained in this Agreement will continue to be true and correct at the commencement of, at all times during the continuance of and upon the consummation of the Exchange Offer.
- (B) Each Subsidiary Guarantor severally represents and warrants with respect to itself to you that:
 - a) The Subsidiary Guarantor has been duly incorporated, amalgamated, formed or continued, as the case may be, is validly existing as a corporation in good standing under the laws of the jurisdiction of its incorporation, amalgamation, formation or continuance, has the corporate power and authority to own its property and to conduct its business as described in the Exchange Offer Material and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires

such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its Subsidiaries, taken as a whole.

- b) This Agreement has been duly authorized, executed and delivered by the Subsidiary Guarantor and is a valid and binding agreement of the Subsidiary Guarantor enforceable against the Subsidiary Guarantor in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws affecting creditors' rights generally and subject to the qualification that equitable remedies may be granted in the discretion of a court of competent jurisdiction.
- c) The execution and delivery of each of this Agreement and the Indenture by the Subsidiary Guarantor, the giving of the Subsidiary Guarantee, the exchange and issuance of the New Securities and the performance by the Subsidiary Guarantor of its obligations under this Agreement, the Indenture, the New Securities and the Subsidiary Guarantee do not: (i) require the consent, approval, authorization, registration or qualification of or with any governmental authority, stock exchange, securities regulator or other third party, except (x) such as have been obtained and (y) such as may be required by the securities or Blue Sky laws of the various states in connection with the offer and sale of the New Securities; (ii) conflict with or result in a breach or violation of any of the terms and provisions of, or constitute a default under (x) any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Subsidiary Guarantor, any of its subsidiaries or any of their respective properties is bound, (y) the charter documents or by-laws of the Subsidiary Guarantor or any of its subsidiaries, respectively, or (z) any statute or any judgment, decree, order, rule or regulation of any court or other governmental authority or any arbitrator, stock exchange or securities association applicable to the Subsidiary Guarantor or any of its subsidiaries; or (iii) give rise to any claim against the Subsidiary Guarantor, any of its subsidiaries, or any of their assets or give rise to or accelerate the repayment of any indebtedness or other payment or repayment obligation under any term or provision of any document or instrument referred to in sub-clause (ii)(x) or (ii)(y) of this paragraph.
- d) The Subsidiary Guarantee has been duly authorized and, when executed and delivered, will be a valid and binding obligation of the Subsidiary Guarantor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability.
- e) The Indenture has been duly authorized and, when executed and delivered by the Subsidiary Guarantor, shall be a valid and binding agreement of the Subsidiary Guarantor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability.
- f) The Subsidiary Guarantor is not, and after giving effect to the exchange and issuance of the New Securities will not be, required to register as an "investment company" as such term is defined in the Investment Company Act.
- g) Neither the Subsidiary Guarantor nor any Affiliate of the Subsidiary Guarantor has directly, or through any agent, (i) sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which is or will be integrated with the issuance of the New Securities (or any Subsidiary Guarantee) in a manner that would require the registration under the Securities Act of the Securities (or any Subsidiary Guarantee) or (ii) offered, solicited offers to buy or sold the New Securities (or any Subsidiary Guarantee) by any form of general solicitation or general advertising (as those terms are used in Regulation D under the Securities Act) or in any manner involving a public offering within the meaning of Section

4(2) of the Securities Act.

- h) None of the Subsidiary Guarantor, its Affiliates or any person acting on its or their behalf has engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the New Securities (or any Subsidiary Guarantee) and the Company and its Affiliates and any person acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S.
 - i) Neither the Subsidiary Guarantor, nor any of its Affiliates, nor any person acting on its or their behalf (other than the Dealer Manager as to which no representation is made) has engaged or will engage, in connection with the Exchange Offer or the offering of the New Securities (or any Subsidiary Guarantee), in any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act.
 - j) Neither the Subsidiary Guarantor, nor any of its Affiliates, nor any person acting on its or their behalf (other than the Dealer Manager as to which no representation is made) has taken or will take, directly or indirectly, any action designed to or which might reasonably be expected to cause or result in or which has constituted, stabilization or manipulation of the price of any security of the Company to facilitate the exchange of the New Securities.
 - k) The Subsidiary Guarantor is a “foreign issuer” within the meaning of Rule 902 under the Securities Act and reasonably believes there is no “substantial U.S. market interest” in the Subsidiary Guarantor’s “debt securities” as such terms are defined in Rule 902 under the Securities Act.
 - l) Each of the representations and warranties contained in this Agreement will continue to be true and correct at the commencement of, at all times during the continuance of and upon the consummation of the Exchange Offer.
10. Representations and Warranties of the Dealer Manager. The Dealer Manager represents and warrants to the Company and the Subsidiary Guarantors and agrees with the Company and the Subsidiary Guarantors that:
- a) This Agreement has been duly authorized and validly executed and delivered by the Dealer Manager.
 - b) The Dealer Manager understands that the New Securities have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.
 - c) The Dealer Manager has not solicited and will not solicit the holders of Existing Securities to exchange Existing Securities in the Exchange Offer, or otherwise solicit any offer to buy or offer to sell the New Securities, (i) in the United States except to persons it reasonably believes are “qualified institutional buyers” as such term is defined in Rule 144A and (ii) by means of any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act).
 - d) The Dealer Manager (i) has solicited, and will solicit, the holders of Existing Securities to exchange Existing Securities in the Exchange Offer, or otherwise solicit any offer to buy or offer to sell the New Securities, outside the United States only to non-U.S. persons engaged in an

offshore offering, as such terms are defined in, and pursuant to Regulation S of the Securities Act, and (ii) has not engaged in, and will not engage in, any directed selling efforts (as such term is defined in Regulation S of the Securities Act) with respect to any New Securities.

- e) The Dealer Manager will not use any written material in connection with the Exchange Offer other than the Exchange Offer Material.
11. Conditions to Obligations of the Dealer Manager. Your obligation to render services pursuant to this Agreement shall at all times be subject, in your discretion, to the following conditions:
- a) The Company at all times shall have performed in all material respects all of its obligations hereunder theretofore to be performed.
 - b) All representations and warranties of the Company and the Subsidiary Guarantors contained in this Agreement are now, at the commencement of, at all times during the continuance of, and upon the consummation of, the Exchange Offer, shall be, true and correct in all material respects.
 - c) On each of (i) the date hereof and (ii) the date on which New Securities are issued by the Company pursuant to the Exchange Offer (the "Closing Date"), you shall have received legal opinions addressed to you of Aird & Berlis LLP, Canadian counsel for the Company, and Linklaters, United States counsel for the Company, legal opinions addressed to the Company of Jingtian & Gongcheng, PRC counsel for the Company, and legal opinions addressed to you of Appleby, British Virgin Islands and Cayman Islands counsel for certain Subsidiary Guarantors and Linklaters, Hong Kong and United Kingdom counsel for certain Subsidiary Guarantors substantially in the form attached as Exhibits A-1, A-2, A-3, A-4, A-5, A-6 and A-7 respectively.
 - d) On each of (i) the date hereof and (ii) the Closing Date, you shall have received legal opinions addressed to you of Stikeman Elliott LLP, Canadian counsel for you, Davis Polk & Wardwell, United States counsel for you, and Commerce & Finance Law Offices, PRC counsel for you, in a form satisfactory to you, acting reasonably.
 - e) You shall have received a letter, satisfactory in form to you and your counsel, dated the commencement date of the Exchange Offer (and reaffirmed and updated upon the consummation thereof) and addressed to you, of Ernst & Young and BDO Limited, independent certified public accountants for the Company, containing statements and information of the type ordinarily included in accountants' comfort letters with respect to the financial statements and certain financial information contained in the Exchange Offer Material.
 - f) It shall not have become unlawful under any law or regulation, Federal, state or local, for you to render services pursuant to this Agreement, or to continue so to act, as the case may be.
 - g) You shall have received certificates dated the date hereof and the Closing Date, respectively, and executed by the Chief Executive Officer or the Chief Financial Officer of the Company, on behalf of the Company, without personal liability, which states that (i) the representations and warranties set forth in Section 9 hereof are true and accurate as if made on such date; and (ii) from April 1, 2009 to June 19, 2009 and July 22, 2009, respectively, there has been no material adverse change in the Company's financial position as stated in its financial statements for the period ended March 31, 2009 and the Company has undertaken acceptable procedures to provide comfort to you with respect to certain information included in the Exchange Offering Materials, such comfort to be set out in a certificate, in a form reasonably satisfactory to you.

h) You shall have received a certificate, dated the Closing Date and executed by the Secretary of the Company, on behalf of the Company, without personal liability, to the effect that, to the best of his knowledge, information and belief: (i) the articles and by-laws of the Company attached to the certificate are full, true and correct copies and in effect on the date of such certificate; (ii) the resolutions of the board of directors of the Company relating to the Exchange Offer attached to the certificate are full, true and correct copies thereof and have not been modified or rescinded as of the date of such certificate and are all of the resolutions relating to the subject matter of the Exchange Offer; and (iii) such other matters as are reasonably requested by the Dealer Manager, in form and substance satisfactory to the Dealer Manager.

12. Indemnification. a) The Company and the Subsidiary Guarantors, jointly and severally, agree to hold harmless and indemnify you (including any affiliated companies) and any officer, director, member, partner, employee or agent of you or any of such affiliated companies and any entity or person controlling (within the meaning of Section 20(a) of the Exchange Act) you, including any affiliated companies (collectively, the "Indemnified Persons"), from and against any and all Losses whatsoever (including, but not limited to, any and all expenses incurred in investigating, preparing or defending against any litigation or proceeding, commenced or threatened, or any claims whatsoever whether or not resulting in any liability) (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Exchange Offer Material or in any other material used by the Company, or authorized by the Company for use in connection with the Exchange Offer or the transactions contemplated thereby, or arising out of or based upon the omission or alleged omission to state in any such document a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, (ii) arising out of or based upon the commencement of, or any withdrawal or termination by the Company of, or failure by the Company to make or consummate, the Exchange Offer or the transactions contemplated thereby or any other failure to comply with the terms and conditions specified in the Exchange Offer Material, (iii) arising out of the breach or alleged breach by the Company or the Subsidiary Guarantors of any representation, warranty or covenant set forth in this Agreement or (iv) arising out of, relating to or in connection with any other action taken or omitted to be taken by an Indemnified Person or (v) otherwise arising out of, relating to or in connection with the Exchange Offer, the other transactions described in the Exchange Offer Material or your services as Dealer Manager hereunder. The Company and the Subsidiary Guarantors shall not, however, be responsible for any Loss pursuant to clauses (iv) or (v) of the preceding sentence of this Section 12 to the extent of which it has been finally judicially determined to have resulted from the bad faith or gross negligence on the part of any Indemnified Person, other than any Loss arising out of or resulting from actions performed or omitted to be performed at the request of, with the consent of, or in conformity with actions taken or omitted to be taken by, the Company or the Subsidiary Guarantors.

b) The Company, the Subsidiary Guarantors and you agree that if any indemnification sought by any Indemnified Person pursuant to this Section 12 is unavailable for any reason or insufficient to hold you harmless, then the Company, the Subsidiary Guarantors and you shall contribute to the Losses for which such indemnification is held unavailable or insufficient in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) by the Company and the Subsidiary Guarantors, on the one hand, and actually received by you, on the other hand, in connection with the transactions contemplated by this Agreement or, if such allocation is not permitted by applicable law, not only such relative benefits but also the relative faults of the Company and the Subsidiary Guarantors, on the one hand, and you, on the other hand, as well as any other equitable considerations, subject to the limitation that in any event the aggregate contribution by you to all Losses with respect to which contribution is available hereunder shall not exceed the fees actually received by you in connection with your engagement hereunder (excluding any amounts paid as reimbursement of expenses). It is hereby agreed that the relative

benefits to the Company and the Subsidiary Guarantors, on the one hand, and you, on the other hand, with respect to the Exchange Offer and the transactions contemplated thereby shall be deemed to be in the same proportion as (i) the total value paid or proposed to be paid to holders of Existing Securities pursuant to the Exchange Offer and the transactions contemplated thereby (whether or not the Exchange Offer or such transactions are consummated) bears to (ii) the fees actually received by you from the Company and the Subsidiary Guarantors in connection with your engagement hereunder (excluding any amounts paid as reimbursement of expenses). The relative fault of the Company and the Subsidiary Guarantors, on the one hand, and of you and other Indemnified Persons, on the other hand, (x) in the case of an untrue or alleged untrue statement of a material fact, shall be determined by reference to, among other things, whether such action or omission relates to information supplied by the Company and the Subsidiary Guarantors or by you or the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission and (y) in the case of any other action or omission, shall be determined by reference to, among other things, whether such action or omission was taken or omitted by the Company and the Subsidiary Guarantors or by you and the parties' relative intent, knowledge, access to information and opportunity to prevent such action or omission.

- c) The Company and the Subsidiary Guarantors also agree to reimburse each Indemnified Person for all expenses (including fees and disbursements of counsel) as they are incurred by such Indemnified Person in connection with investigating, preparing for, defending or providing evidence (including appearing as a witness) with respect to any action, claim, investigation, inquiry, arbitration or other proceeding referred to in this Section 12 or enforcing this Agreement, whether or not in connection with pending or threatened litigation in which any Indemnified Person is a party.
 - d) The Company and the Subsidiary Guarantors agree that neither of them will, without your prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder (whether or not you, any other Indemnified Person, the Company or the Subsidiary Guarantors is an actual or potential party), unless such settlement, compromise or consent (i) includes an unconditional release of each Indemnified Person from all liability arising out of such claim, action or proceeding and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act by or on behalf of an Indemnified Person.
 - e) The foregoing rights to indemnity and contribution shall apply whether or not the Indemnified Person is a formal party to such litigation or proceeding and shall be in addition to any other right which you and the other Indemnified Persons may have against the Company and the Subsidiary Guarantors at common law or otherwise.
13. Reference to Dealer Manager. The Company and the Subsidiary Guarantors agree that any reference to you or your affiliates in any Exchange Offer Material, or any other release, publication or communication to any party outside the Company, is subject to your prior approval. If you resign or are terminated prior to the dissemination of any Exchange Offer Material or any other release or communication, no reference shall be made therein to you without your prior written permission.
14. Access to Information. In connection with your activities hereunder, the Company agrees to furnish you and your counsel with all information concerning the Company that you reasonably deem appropriate and agree to provide you with reasonable access to the Company's officers, directors, accountants, counsel, consultants and other appropriate agents and representatives, it being understood that you will be entitled to rely upon such information supplied by the Company and such

persons without assuming any responsibility for independent investigation or verification thereof.

15. Termination. This Agreement shall terminate upon the expiration, termination or withdrawal of the Exchange Offer or upon withdrawal by you as Dealer Manager pursuant to Section 4 hereof, it being understood that Sections 3, 5, 6, 9, 12, 15, 17, 20, 21, 22, 23 and 24 hereof shall survive any termination of this Agreement.
16. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be given (and shall be deemed to have been given upon receipt) by delivery in person, by cable, by telecopy, by telegram, by telex or by registered or certified mail (postage prepaid, return receipt requested) to the applicable party at the addresses indicated below:

a) if to you:

Credit Suisse Securities (USA) LLC
 Eleven Madison Avenue
 New York, NY 10010-3629
 Telecopy No.: (416) 352-0925
 Attention: Ryan Lapointe

with a copy to:

Davis Polk & Wardwell
 The Hong Kong Club Building
 3A Chater Road
 Hong Kong
 Telecopy No.: (852) 2533-3388
 Attention: William Barron

b) if to Company and the Subsidiary Guarantors:

Sino-Forest Corporation
 90 Burnhamthorpe Road West
 Suite 1208
 Mississauga, Ontario
 Canada, L5B 3C3
 Telecopy No.: (852) 2877-0125
 Attention: Mr. Allen T. Y. Chan

17. Submission to Jurisdiction; Appointment of Agent for Service; Waiver of Immunity. (a) Each of the Company and the Subsidiary Guarantors irrevocably submits to the nonexclusive jurisdiction of any New York State or United States Federal court sitting in the Borough of Manhattan, The City of New York (a "New York Court") over any suit, action or proceeding arising out of or relating to this Agreement or the Exchange Offer. Each of the Company and the Subsidiary Guarantors irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such suit, action or proceeding brought in such a court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum.
- (b) Each of the Company and the Subsidiary Guarantors hereby irrevocably appoints Law Debenture Corporate Services Inc., with offices at 400 Madison Avenue, 4th Floor, New York, NY 10017,

United States, as its agent for service of process in any suit, action or proceeding described in the preceding paragraph and agrees that service of process in any such suit, action or proceeding may be made upon it at the office of such agent. Each of the Company and the Subsidiary Guarantors waives, to the fullest extent permitted by law, any other requirements of or objections to personal jurisdiction with respect thereto. Each of the Company and the Subsidiary Guarantors represents and warrants that such agent has agreed to act as the Company's or such Subsidiary Guarantor's agent for service of process, as the case may be, and each of the Company and the Subsidiary Guarantors agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect.

- (c) To the extent that the Company, the Company's Subsidiaries or any of the Company's or its Subsidiaries' respective properties, assets or revenues may have or may hereafter become entitled to, or have attributed to it, any right of immunity, on the grounds of sovereignty or otherwise, from any legal action, suit or proceeding, from the giving of any relief in any such legal action, suit or proceeding, from set-off or counterclaim, from the competent jurisdiction of any court, from service of process, from attachment upon or prior to judgment, from attachment in aid of execution of judgment, or from execution of judgment, or other legal process or proceeding for the giving of any relief or for the enforcement of any judgment, in any competent jurisdiction in which proceedings may at any time be commenced, with respect to its obligations, liabilities or any other matter under or arising out of or in connection with this Agreement and the transactions contemplated hereby, the Company and each of the Subsidiary Guarantors hereby irrevocably and unconditionally waives, and agrees not to plead or claim, and procures to so waive and not to please or claim, to the fullest extent permitted by law, any such immunity and consent to such relief and enforcement.

18. Absence of Fiduciary Relationship. The Company and the Subsidiary Guarantors acknowledge and agree that:

- a) You have been retained pursuant to this Agreement solely to act as Dealer Manager in connection with the Exchange Offer and that no fiduciary, advisory or agency relationship exists between you, on the one hand, and the Company and the Subsidiary Guarantors, on the other hand, has been created in respect of this Agreement, irrespective of whether you have advised or are advising the Company or the Subsidiary Guarantors on other matters;
- b) the Company and the Subsidiary Guarantors have been advised that you and your affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Company and the Subsidiary Guarantors and that you have no obligation pursuant to this Agreement to disclose such interests and transactions to the Company and the Subsidiary Guarantors by virtue of any fiduciary, advisory or agency relationship; and
- c) the Company and the Subsidiary Guarantors waive, to the fullest extent permitted by law, any claims they may have against you pursuant to this Agreement for breach of fiduciary duty or alleged breach of fiduciary duty and agree that you shall have no liability (whether direct or indirect) to the Company and the Subsidiary Guarantors in respect of such a fiduciary duty claim on behalf of or in right of the Company and the Subsidiary Guarantors, including stockholders, employees or creditors of the Company and the Subsidiary Guarantors.

19. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both

written and oral, among the parties, or any of them, with respect to the subject matter hereof.

20. Amendment. This Agreement may not be amended, waived or otherwise modified except in writing signed by each party to be bound thereby.
21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
22. Waiver of Jury Trial. THE COMPANY, THE SUBSIDIARY GUARANTORS AND THE DEALER MANAGER HEREBY AGREE ON THEIR OWN BEHALF AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ON BEHALF OF THE SECURITY HOLDERS, TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING, WITHOUT LIMITATION, THE EXCHANGE OFFER).
23. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.
24. Parties in Interest. This Agreement, including rights to indemnity and contribution hereunder, shall be binding upon and inure solely to the benefit of each party hereto, the Indemnified Persons and their respective successors, heirs and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Please indicate your willingness to act as Dealer Manager and your acceptance of the foregoing provisions by signing in the space provided below for that purpose and returning to us a copy of this Agreement so signed, whereupon this Agreement and your acceptance shall constitute a binding agreement between us.

Very truly yours,

Sino-Forest Corporation

By: "Chan Tak Yuen"

Name:

Title:

The Subsidiary Guarantors listed in Schedule I

By: "Chan Tak Yuen"

Name: Chan Tak Yuen

Title: Director / Authorized Signatory

Accepted as of the date first above written:
CREDIT SUISSE SECURITIES (USA) LLC

By: "David S. Alterman"

Name: David S. Alterman

Title: Director

List of Subsidiary Guarantors

Set out below is a list of all of the Subsidiary Guarantors:

1. Sino-Panel Holdings Limited (BVI)
2. Sino-Panel (Asia) Inc. (BVI)
3. Sino-Panel (Gaoyao) Ltd. (BVI)
4. SFR (China) Inc. (BVI)
5. Sino-Wood Partners, Limited (HK)
6. Sino-Forest Resources Inc. (BVI)
7. Suri-Wood Inc. (BVI)
8. Sino-Plantation Limited (HK)
9. Sino-Wood (Guangxi) Limited (HK)
10. Sino-Wood (Jiangxi) Limited (HK)
11. Sino-Wood (Guangdong) Limited (HK)
12. Sino-Wood (Fujian) Limited (HK)
13. Sino-Forest Investments Limited (BVI)
14. Sino-Global Holdings Inc. (BVI)
15. Grandeur Winway Ltd. (BVI)
16. Sinowin Investments Ltd. (BVI)
17. Sinowood Limited (Cayman Islands)
18. Sino-Forest Bio-Science Limited (formerly known as: Sino-Two Limited) (BVI)
19. Express Point Holdings Limited (BVI)
20. Smart Sure Enterprises Limited (BVI)
21. Ace Supreme International Limited (BVI)
22. Glory Billion International Limited (BVI)
23. Amplemax Worldwide Limited (BVI)

24. Expert Bonus Investment Limited (BVI)
25. Sino-Panel (Yunnan) Limited (BVI)
26. Sino-Panel (Guangxi) Limited (BVI)
27. Sino-Panel (North East China) Limited (BVI)
28. Sino-Panel (Xiangxi) Limited (formerly known as: Rich Base Worldwide Limited) (BVI)
29. Sino-Panel (Hunan) Limited (formerly known as Comtech Universal Limited) (BVI)
30. Sino-Panel (Suzhou) Limited (formerly known as: Pacific Harvest Holdings Limited) (BVI)
31. Sino-Panel (Guangzhou) Limited (BVI)
32. Sino-Panel (North Sea) Limited (BVI)
33. Sino-Panel (Guizhou) Limited (BVI)
34. Sino-Panel (Huaihua) Limited (BVI)
35. Sino-Panel (Qinzhou) Limited (formerly known as Sino-Panel (Jiayu) Ltd.) (BVI)
36. Sino-Panel (Yongzhou) Limited (BVI)
37. Sino-Panel (Fujian) Limited (BVI)
38. Sino-Panel (Shaoyang) Limited (BVI)

Form of Opinions of Company's Canadian Counsel



[Form of opinion to be delivered only on the date of this agreement]

1. The Corporation: (a) has been continued and is existing under the laws of Canada; and (b) has all requisite corporate power, capacity and authority to carry on its business and to own, lease and operate its property and assets, to exchange the 2004 Senior Notes and to offer, issue and deliver the Exchange Notes all as described in the Offer Memorandum and to execute, deliver and perform its obligations under the Dealer Manager Agreement.
2. All of the issued shares in the capital of the Corporation have been duly and validly authorized and issued as fully paid and non-assessable.
3. All necessary corporate action has been taken by the Corporation to exchange the 2004 Senior Notes in accordance with the Dealer Manager Agreement and to authorize, issue and deliver the Exchange Notes as contemplated in the Offer Memorandum. The Dealer Manager Agreement has been duly authorized, executed and delivered by the Corporation.
4. There is no provision under the laws of the Province of Ontario that would adversely affect the validity, legality, binding nature or enforceability of the Exchange Notes or the Dealer Manager Agreement against the Corporation.
5. To our knowledge, the Corporation does not have any material subsidiaries organized under the laws of Canada or a province or territory of Canada.
6. All necessary corporate action has been taken by the Corporation to authorize the delivery and distribution of the Offer Memorandum.
7. All necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Dealer Manager Agreement and the performance of the Corporation's obligations thereunder and the Dealer Manager Agreement has been duly executed and delivered by the Corporation.
8. The execution and delivery of the Dealer Manager Agreement and the performance of each of the Corporation's and the Subsidiary Guarantors' obligations under the Dealer Manager Agreement and the Exchange Notes and the exchange of the 2004 Senior Notes and the issuance and delivery of the Exchange Notes, do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with:
 - (a) any of the terms, conditions or provisions of the articles or by-laws of the Corporation, or any resolution of any of its directors (or committees of directors) or shareholders; or
 - (b) any laws of the Province of Ontario or the federal laws of Canada applicable therein; or
 - (c) the mortgages, hypothecs, notes, indentures, contracts, agreements and instruments (the "Contracts") governed by the laws of the Province of Ontario under which the Corporation or any Subsidiary Guarantor is bound and which are identified on the Officer's Certificate, except for such conflicts, breaches or defaults which would not:

- (i) individually or in the aggregate, have a material adverse effect on the general affairs, management, shareholders' equity, results of operations or position, financial or otherwise, of the Corporation; or
 - (ii) affect the validity of the exchange of the 2004 Senior Notes or the issue and delivery of the Exchange Notes or other transactions contemplated under the Dealer Manager Agreement.
- 9. To our knowledge, there are no legal or governmental proceedings pending or threatened to which the Corporation or its Subsidiaries is a party or to which any of their material properties or assets are subject.
- 10. No consent, approval, authorization, filing with or order of any court or governmental agency or body in the Province of Ontario is required in connection with the transactions contemplated in the Dealer Manager Agreement, except:
 - (a) with respect to the exchange of any Exchange Notes by any holders subject to the securities laws of the Province of Ontario, the filing, by or on behalf of the Corporation of a Report of Exempt Distribution on Form 45-106F1 with the Ontario Securities Commission, together with the appropriate fees, within 10 days after the date of such exchange; and
 - (b) the registration of a financing statement in prescribed form with the personal property security registry in the Province of Ontario in connection with the pledge by the Corporation of any of the Collateral (as such term is defined in the Offer Memorandum).
- 11.
 - (a) The statements made in the Offer Memorandum under the caption "Taxation -- Canada" fairly present, subject to the qualifications and limitations set out therein, a general summary of the principal Canadian federal income tax considerations generally applicable to a U.S. Resident (as defined therein) who acquires Exchange Notes pursuant to the Offer Memorandum.
 - (b) The statements included in the Offer Memorandum under the captions "Description of the Exchange Notes," and "Transfer Restrictions", insofar as such statements relate to matters of the laws of the Province of Ontario law and the federal laws of Canada applicable therein, fairly summarize in all material respects such matters.
 - (c) The statements made in the Offer Memorandum under the captions "Enforcement of Civil Liabilities" and "Risk Factors", insofar as the matters of the laws of the Province of Ontario and the federal laws of Canada applicable therein are concerned, are true and accurate.
- 12. No stamp or other issuance or transfer taxes or duties and no capital gains, income, withholding or other taxes are payable by or on behalf of the Dealer Manager under the laws of Canada or the Province of Ontario in connection with (A) the execution and delivery of the Dealer Manager Agreement; (B) the exchange of the 2004 Senior Notes and the issuance and delivery by the Corporation of the Exchange Notes provided that (i) the Dealer Manager is a non-resident of Canada for the purposes of the *Income Tax Act* (Canada) who does not use or hold, and is not

deemed to use or hold, the Dealer Manager Agreement in connection with the carrying on of a business in Canada in any taxation year and (ii) in the case that the Dealer Manager carries on an insurance business in Canada and elsewhere, the Dealer Manager Agreement is not “designated insurance property” within the meaning of the *Income Tax Act* (Canada) in respect of the Dealer Manager.

13. The Corporation will not be required under the *Income Tax Act* (Canada) including the regulations promulgated thereunder or the tax legislation of the Province of Ontario (collectively, the “Canadian Tax Law”) to withhold tax on: (i) any amount paid or credited by or on behalf of the Corporation in respect of the principal amount of, or any premium on, the Exchange Notes, or (ii) any amount paid or credited by or on behalf of the Corporation as, on account or in lieu of payment of, or in satisfaction of, interest payable on the Exchange Notes to any holder of the Exchange Notes who, for the purposes of the Canadian Tax Law, is neither resident nor deemed to be resident in Canada and who is dealing with the Corporation at arm’s length at the time of such payment or crediting (a “Non-Resident Holder”). Under the Canadian Tax Law, no tax on income (including taxable capital gains) is or will be payable by a Non-Resident Holder merely as a result of the holding, sale, redemption, or other disposition of the Exchange Notes, or in respect of the payment or crediting by or on behalf of the Corporation of the principal amount outstanding under the Exchange Notes or any premium or interest on such amount, provided that, (i) the Non-Resident Holder does not use or hold, and is not deemed to use or hold, the Exchange Notes in connection with the carrying on of a business in Canada in any taxation year and (ii) in the case of a Non-Resident Holder that carries on an insurance business in Canada and elsewhere, the Exchange Notes are not “designated insurance property” within the meaning of the *Income Tax Act* (Canada) in respect of such Non-Resident Holder.
14. (a) In any proceeding brought before a court of competent jurisdiction in the Province of Ontario (an “Ontario Court”) for the enforcement of the Dealer Manager Agreement or the Exchange Notes, an Ontario Court would apply the laws of the State of New York (“New York Law”), in accordance with the parties’ choice of New York Law in the Dealer Manager Agreement or the Exchange Notes, to all issues which under the laws of the Province of Ontario are to be determined in accordance with the chosen law of the contract, provided that:
 - (i) the parties’ choice of New York Law is bona fide and legal and there is no reason for avoiding the choice of law on the grounds of public policy; and
 - (ii) in any such proceeding, the Ontario Court:
 - (A) will not take judicial notice of the provisions of New York Law but will only apply such provisions if they are proven to its satisfaction by expert testimony;
 - (B) will apply the laws of the Province of Ontario and the federal laws of Canada applicable therein (collectively, “Ontario Law”) that under Ontario Law would be characterized as procedural and will not apply any New York Law that under Ontario Law would be characterized as procedural;
 - (C) will apply provisions of Ontario Law that have overriding effect notwithstanding the parties’ choice of law;

- (D) will not apply any New York Law that under Ontario Law would be characterized as a foreign revenue, expropriatory, or penal law or if its application would be contrary to public policy; and
 - (E) may not enforce the performance of any obligation that is illegal under the laws of any jurisdiction in which the obligation is to be performed.
- (b) In any proceedings brought in the Province of Ontario for the enforcement of a final and conclusive judgment of a State or Federal court located in the Borough of Manhattan, The City of New York, New York (each, a "New York Court"), an Ontario Court would recognize as valid the Corporation's non-exclusive submission to such New York Court by the Corporation's appointment of Law Debenture Corporate Services Inc. as its authorized agent for the purpose described in Section 17 of the Dealer Manager Agreement and in the Exchange Notes and any final and conclusive judgment for a certain sum of money of such New York Court would be enforced in the Province of Ontario, subject to the following defenses that the New York judgment:
- (i) was obtained by fraud or in any manner contrary to the principles of natural justice;
 - (ii) was a claim which under Ontario Law would be characterized as a foreign revenue or tax claim, as expropriatory or penal;
 - (iii) is contrary to public policy or contrary to any order made by the Attorney General of Canada under the *Foreign Extraterritorial Measures Act* (Canada) or by the Competition Tribunal under the *Competition Act* (Canada) in respect of certain judgments referred to therein;
 - (iv) was discharged or set aside by a New York Court; and
 - (v) is not subsisting and unsatisfied and impeachable as void or voidable under New York Law; and

provided that:

- (i) any action to enforce a judgment of a New York Court is brought within any applicable limitation period;
- (ii) the Ontario Court will render judgment only in Canadian dollars; and
- (iii) the Ontario Court has discretion to stay or decline to hear an action in respect of the New York judgment if the New York judgment is under appeal, or there is another subsisting judgment in Ontario, New York or any other jurisdiction relating to the same cause of action as such New York judgment or the New York judgment is otherwise not final and conclusive.

Form of Opinion of Company's U.S. Counsel

- 1.1 The Dealer Manager Agreement has been duly executed and delivered by each of the Issuer and the Subsidiary Guarantors.
- 1.2 [The New Securities and the Guarantees have been duly executed, authenticated, issued and delivered and constitute valid and legally binding obligations of the Issuer and the Subsidiary Guarantors, as the case may be, enforceable in accordance with their terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.]¹
- 1.3 [The New Indenture has been duly executed and delivered by the Issuer and the Subsidiary Guarantors and, assuming due authorization, execution and delivery thereof by the Trustee, constitutes a valid and legally binding agreement of the Issuer and the Subsidiary Guarantors enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.]¹
- 1.4 [The Second Amendment Agreement, dated July 27, 2009, by and among the Issuer and Law Debenture Trust Company as security trustee (the "Second Amendment Agreement"), amending the Pledge Agreement, dated September 28, 2004, by and among the Issuer, the subsidiary guarantor pledgors named therein, and Law Debenture Trust Company as trustee (as amended on February 24, 2006) (the "Pledge Agreement"), has been duly executed and delivered by the Issuer and, assuming due authorization, execution and delivery thereof by Law Debenture Trust Company as the trustee and security trustee, and the Consent from the Majority Lenders, as defined in and pursuant to the syndicated term loan facility agreement dated February 24, 2006 between the Issuer and certain lenders named therein, to amend the Pledge Agreement will be obtained prior to the date of issuing the New Securities, constitutes a valid and legally binding agreement of the Issuer enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.]¹
- 1.5 Registration of the New Securities and the Guarantees under the United States Securities Act of 1933 (the "Securities Act"), and qualification of an indenture under the United States Trust Indenture Act of 1939, are not required for the offer and sale of the New Securities by the Issuer to the holders of the 2004 Senior Notes in the manner contemplated by the Dealer Manager Agreement, it being understood that we express no opinion as to any subsequent offer or resale of any New Securities or the Guarantees.
- 1.6 Neither the Issuer nor any of the Subsidiary Guarantors is, and after giving effect only to the transactions contemplated by the Dealer Manager Agreement, will not be, an investment company within the meaning of the United States Investment Company Act of 1940 and the rules and regulations thereunder.

¹ To be delivered at Closing

- 1.7 The statements under the captions “Description of Certain Differences Between the 2004 Senior Notes and the Exchange Notes”, “Description of the Exchange Notes,” “Taxation - Certain US Federal Income Tax Considerations”, and “The Exchange Offer” in the Memorandum, in each case insofar as those statements summarize provisions of documents governed by New York law or provisions of United States Federal tax law therein described, at its date [and the date of delivery of this opinion]¹, were fair and accurate summaries in all material respects.
- 1.8 All regulatory consents, authorizations, approvals and filings required to be obtained or made by the Issuer and the Subsidiary Guarantors on or prior to the date hereof under the federal laws of the United States and the laws of the State of New York for the execution and delivery of the Dealer Manager Agreement[, the New Securities, the Guarantees and the New Indenture]¹ and the performance of their respective obligations thereunder have been obtained or made; provided, however, that we express no opinion with respect to United States federal or State securities laws.
- 1.9 The execution and delivery by the Issuer and the Subsidiary Guarantors of the Dealer Manager Agreement[, the New Securities, the Guarantees and the New Indenture]¹ do not, and the performance by the Issuer and the Subsidiary Guarantors of their respective obligations under the Dealer Manager Agreement[, the New Securities, the Guarantees, the New Indenture and the Second Amendment Agreement]¹ will not, violate any existing federal law of the United States or law of the State of New York applicable to the Issuer and the Subsidiary Guarantors, including Section 14(e) of the United States Securities Exchange Act of 1934, as amended, and the rules thereunder, or result in a default under or breach of (i) the Indenture dated August 17, 2004, between the Issuer, the subsidiary guarantors named therein and Law Debenture Trust Company of New York as trustee thereunder (amended and supplemented as of January 25, 2006, February 24, 2006, November 22, 2006, October 8, 2007 and July 14, 2008), (ii) the Pledge Agreement or (iii) the Indenture dated July 23, 2008, between the Issuer, the subsidiary guarantors named therein and The Bank of New York Mellon as trustee thereunder; provided, however, that for purposes of this paragraph 4.9, we express no opinion with respect to United States federal or State securities laws (other than Section 14(e) of the United States Securities Exchange Act of 1934, as amended, and the rules thereunder), other anti-fraud laws, fraudulent transfer laws, the U.S. Employee Retirement Income Security Act of 1974 and related laws; and provided, further, that insofar as performance by the Issuer and the Subsidiary Guarantors of their respective obligations under the Dealer Manager Agreement[, the New Securities, the Guarantees and the New Indenture]¹ is concerned, we express no opinion as to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws of general applicability relating to or affecting creditors’ rights or as to the effect of general equity principles.
- 1.10 The Issuer and each Subsidiary Guarantor has, pursuant to Section 17 of the Dealer Manager Agreement [and Section [*] of the New Indenture,]¹ validly submitted to the jurisdiction of the courts within the Borough of Manhattan in The City of New York specified therein with respect to the proceedings specified therein, and has, to the fullest extent permitted by applicable law, validly and irrevocably waived any objection to the laying of venue of such

proceedings in any such court, and has validly and irrevocably appointed Law Debenture Corporate Services Inc. as its authorised agent for the purpose described in such section, and service of process effected in the manner set forth in Section 17(b) of the Dealer Manager Agreement [and [•] of the New Indenture]¹ will be effective to confer valid personal jurisdiction over the Issuer and each Subsidiary Guarantor in such proceedings.



On the basis of the information that we gained in the performance of the work referred to above, considered in the light of our understanding of the applicable United States federal securities laws and the experience we have gained through our practice in this field, we confirm to you that nothing that has come to our attention in the course of our acting in our capacity as such counsel has caused us to believe that the Memorandum, at its date [and the date of delivery of this letter]¹, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

¹ To be provided at closing

Form of Opinions of Company's PRC Counsel



1. Each of the wholly foreign owned enterprises listed in Schedule 1 (each a “WFOE”; collectively, the “WFOEs”), and each of the PRC limited companies invested by the relevant WFOEs listed in Schedule 2 (together with the WFOEs, the “PRC Subsidiaries”) has been duly incorporated under the laws of the PRC as a wholly foreign owned enterprise or a PRC limited company with the status of a Chinese legal person, is validly existing under the laws of the PRC, has the corporate power and authority to own its property (including plantation land use rights) and to conduct business as described in the Exchange Offer Memorandum and constitutive documents of such PRC Subsidiary, including articles of association, approval certificates and business license, as the case may be, and is in good standing and duly qualified to transact business in each jurisdiction in which the conduct of its business, or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the PRC Subsidiaries, taken as a whole; the business operations of each PRC Subsidiary as described or contemplated in the Exchange Offer Memorandum are in compliance with, and do not violate or conflict with, any applicable laws and regulations or any approval, judgment, order, decree or regulation of any governmental body or agency or of any court in the PRC having jurisdiction over it or over any of its properties or assets, and each of the business licenses of each of the PRC Subsidiaries is valid and in full force and effect and has not been revoked, withdrawn, suspended or cancelled, except as otherwise disclosed in the Exchange Offer Memorandum. To the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, the relevant PRC subsidiaries listed in Schedule 3 are non-material active PRC subsidiaries.
2. To the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, each of the entities listed in Schedule 4 (each a “BVI Subsidiary”; collectively, the “BVI Subsidiaries”) has the right to conduct business in the PRC in the manner as presently conducted and as described in the Exchange Offer Memorandum, and has the right to own the purchased tree plantations (as set forth in Paragraph 15 herein) and as approved by the relevant forestry bureaus, has the right to log, transport, and sell the purchased tree plantations in accordance with the PRC laws and regulations.
3. Each of the entities listed in Schedule 5 is the owner of 100% of the registered capital of each of the PRC Subsidiaries, respectively, as set forth in the Exchange Offer Memorandum, free and clear of all liens, encumbrances, equities, claims, restrictions on transfer (other than as required under applicable PRC law) or other defect of title whatsoever; the ownership of such registered capital is valid and lawful under all applicable PRC laws, rules or regulation of any governmental or regulatory agency or body.
4. The registered capital of each of the PRC Subsidiaries has been subscribed in full and all government approvals relating to the subscription thereof have been issued and are in full force and effect, except for Sino-Panel (China) Investments Limited, Sino-Panel (Fujian) Co., Ltd., Sino-Panel (Heilongjiang) Trading Co., Ltd. and Jiangxi Jiawei Panel Co., Ltd. whose registered capital has not been fully paid up as permitted by PRC law.

5. All descriptions in the Exchange Offer Memorandum of contracts and other material documents to which any PRC Subsidiary is a party or are governed by PRC law are true and accurate in all material respects, fairly summarize the contents of such contracts or documents and do not omit any material information which affects the import of such descriptions; to the best of our knowledge after reasonable investigation and inquiry, and as confirmed by the Company, except as otherwise disclosed in Paragraph 18 herein, there are no franchises, contracts, indentures, mortgages, loan agreements, notes, leases or other instruments other than those described or referred to in the Exchange Offer Memorandum, and the descriptions thereof or references thereto are correct in all material respects; each PRC Subsidiary has legal right and/or corporate power to enter into and to perform its obligations under the contracts and other documents set forth in the Exchange Offer Memorandum to which it is a party and has taken all necessary corporate action to authorize the execution, delivery and performance of such contracts and documents. Each of such contracts and documents has been duly authorized, executed and delivered by the relevant PRC Subsidiary and constitutes a valid and legally binding agreement of such PRC Subsidiary.
6. The ownership structure of the PRC Subsidiaries as set out in the Exchange Offer Memorandum is true and accurate and such ownership structure is in compliance with applicable laws and regulations. Except as disclosed in the Exchange Offer Memorandum, to the best of our knowledge after reasonable investigation and inquiry, and as confirmed by the Company, there is no other company in which any of the PRC Subsidiaries directly or indirectly owns or controls or proposes to own or control a majority interest (whether by way of shareholding, trust arrangement or otherwise), and none of the PRC Subsidiaries has entered into any agreement for the establishment of any company or undertaking in which any of the PRC Subsidiaries will, or agrees to own or control, a majority interest.
7. The events and transactions (the "CJV Conversion") set forth in the Exchange Offer Memorandum relating to the conversion of the corporate form of certain PRC Subsidiaries of the Company from cooperative joint venture into wholly foreign owned enterprise, as listed in Schedule 6 (the "Original CJVs"), have been duly effected in accordance with applicable laws and regulations, and the description of the CJV Conversion set forth therein is an accurate and fair summary of such transactions in all material respects.
8. To the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, none of the PRC Subsidiaries is in violation of or in default under (i) any provision of PRC law or regulation or the articles of association of the respective PRC Subsidiary, (ii) any agreement governed by PRC law by which any of the PRC Subsidiaries is bound or to which any of the properties or assets of the PRC Subsidiaries is subject or (iii) any approval, judgment, order, decree or regulation of any governmental body or agency or of any court in the PRC having jurisdiction over any of the PRC Subsidiaries or over any of the properties or assets of the PRC Subsidiaries, except for such violations or defaults that would not have a material adverse effect on the PRC Subsidiaries as a whole or on any of the PRC Subsidiaries individually.

9. To the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, under the current business model as presently conducted, each of the BVI Subsidiaries is not in violation of or in default under (i) any provision of PRC law or regulation, (ii) any agreement governed by PRC law by which it is bound or to which any of its properties or assets is subject or (iii) any approval, judgment, order, decree or regulation of any governmental body or agency or of any court in the PRC having jurisdiction over it or over any of its properties or assets, except for such violations or defaults that would not have a material adverse effect on the BVI Subsidiaries as a whole or on any of the BVI Subsidiaries individually.
10. To the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, each of the PRC Subsidiaries has paid all material PRC taxes which it is required to have paid, except for taxes payment of which is being contested in good faith by appropriate proceedings and for which reserves and tax provisions deemed by it to be adequate have been set aside or made on its books. For the relevant BVI Subsidiaries conducting authorized trading operations, the PRC taxes which are required to be paid by the relevant BVI Subsidiaries shall be withheld and paid by the respective authorized intermediaries as the withholding and paying agents in accordance with the relevant agreements, and as confirmed by the Company, adequate tax provisions have been made to meet such tax liabilities of the relevant BVI Subsidiaries.
11. The articles of association of each PRC Subsidiary comply with the requirements of applicable law of the PRC and are in full force and effect.
12. No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any public, regulatory or governmental authority, agency, body or court of the PRC or any subdivision thereof (a "PRC Governmental Authority") is necessary or required in connection with the due authorization, execution and delivery of the Dealer Manager Agreement, for the exchange of the 2004 Senior Notes and the offering, issuance or delivery of the Exchange Notes (and the Subsidiary Guarantees) pursuant to the terms of thereof.
13. The carrying on of the authorized trading operations by the BVI Subsidiaries pursuant to the relevant purchase agreements and the authorised sales agreements between the relevant BVI Subsidiaries and the authorized intermediaries does not contravene any provision of applicable PRC law, rule or regulation in all material respects. Each of the sample purchase agreement and authorised sales agreement is valid and legally binding, in full force and effect, and enforceable in accordance with its terms and the relevant BVI Subsidiaries have and will have good and valid title to the after-tax profits generated by or derived from such operations.
14. According to the relevant Plantation Rights Certificates and relevant approvals provided by the Company, as of March 31, 2009, the relevant WFOEs and Original CJVs have the right to use approximately 62,800 hectares of plantation land. Since the Original CJVs have been approved to be converted into WFOEs and obtained their new business licenses, with respect

to approximately 20,500 hectares among the plantation land that is currently used by the Original CJVs or, in the case of Heyuan Jiahe Forestry Development Co., Ltd. which has been merged into Sino-Forest (Heyuan) Co., Ltd. and has been dissolved, the successor of one of the Original CJVs, they will need to negotiate with the original plantation land owners or holders to enter into new plantation land transfer agreements or lease agreements, go through the requisite legal formalities for the transfer of plantation land and obtain the Plantation Rights Certificates for those plantation lands in accordance with the relevant PRC laws and regulations.

15. According to the relevant purchased tree contracts entered into by the BVI Subsidiaries and the relevant PRC Subsidiaries as of March 31, 2009 and as confirmed by the relevant local forestry bureaus in their respective approvals or Plantations Rights Certificates, the BVI Subsidiaries and the relevant PRC Subsidiaries have the right to own approximately 336,900 hectares of the purchased trees plantations acquired by the BVI Subsidiaries and the relevant PRC Subsidiaries. According to the relevant purchased tree contracts entered into by the BVI Subsidiaries, the BVI Subsidiaries have the right, but not the obligation, to acquire plantation land use rights for the lands underlying the purchased trees acquired pursuant to the purchased tree contracts entered into by the BVI Subsidiaries as of the date hereof, subject to the execution of definitive agreements and requisite governmental approval and plantation rights registration procedures in accordance with the relevant PRC laws and regulations.
16. To the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, there are no legal or governmental proceedings pending in the PRC to which, the Company, any of the BVI Subsidiaries or the PRC Subsidiaries is a party or to which any of their respective properties or assets is subject; there are no legal or governmental proceedings pending in the PRC which could, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company, the BVI Subsidiaries and the PRC Subsidiaries taken as a whole or individually, the validity or enforceability of the Dealer Manager Agreement or the transactions contemplated therein and as disclosed in the Exchange Offer Memorandum; and no such proceedings are threatened.
17. To the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, there are no outstanding guarantees or contingent payment obligations of each of the PRC Subsidiaries in respect of indebtedness of third parties except as described in the Exchange Offer Memorandum.
18. Each of the PRC Subsidiaries owns or has been granted all necessary rights to use all of the properties and assets owned or used by it or transferred, assigned or otherwise conveyed to it in connection with its formation or thereafter, to the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, free and clear of all claims, liens, security interests or other encumbrances except for the mortgages relating to the relevant real property of Jiafeng Wood (Suzhou) Co., Ltd., and as otherwise described in the Exchange Offer Memorandum or those that are not material, individually or in the aggregate, to the business of the Company and the PRC Subsidiaries, taken as a whole or individually; except

as otherwise described in the Exchange Offer Memorandum and in this opinion, each of the PRC Subsidiaries, as the case may be, has the right to use all such plantation lands or has obtained the land use rights to conduct their respective business now being conducted, all such plantation land-use rights or land use rights are free and clear of all encumbrances and defects, and all such plantation land-use rights or land use rights are valid, binding and enforceable in accordance with their respective terms; and all real property and buildings held under lease, if any, by each of the PRC Subsidiaries are held by each of them under valid, binding and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such real property, buildings and equipment.

19. To the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, each of the PRC Subsidiaries (i) is in compliance in all material respects with all applicable laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("Environmental Laws"), (ii) has received all material permits, licenses and approvals which are currently required under applicable Environmental Laws to conduct its business now being conducted, including to construct, own and operate its respective plant facilities, as described in the Exchange Offer Memorandum, and (iii) is in compliance with the PRC environmental laws and regulations in all material respects. To the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, there are no pending or threatened judicial actions, suits, claims, liens or proceedings relating to environmental protection laws and regulations against any PRC Subsidiaries. The description of the PRC environmental laws, orders, rules and regulations in the Exchange Offer Memorandum are true and accurate in all material respects.
20. All descriptions in the Exchange Offer Memorandum of PRC laws or regulations are correct in all material respects. Other than as disclosed in the Exchange Offer Memorandum, there are no existing or announced laws, policies, regulatory, administrative or other government initiatives or measures regarding the commercial forestry plantations industry and wood products manufacturing industry which would have a material adverse effect on the Company.
21. The issue and delivery of the Exchange Notes (and the Subsidiary Guarantees applied to the non-PRC Subsidiaries in respect of their respective Capital Stock as described in the Exchange Offer Memorandum) and the execution and delivery by the Company of its obligations under the Dealer Manager Agreements and the consummation by the Company of the transactions contemplated therein and in the Exchange Offer Memorandum (a) will not contravene (i) any provision of PRC law or regulations, (ii) any articles of association, business license, business permit or other constitutional documents of any of the PRC Subsidiaries, (iii) to the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, any agreement governed by PRC law by which any of the PRC Subsidiaries is bound or to which any of the properties or assets of the PRC Subsidiaries is subject, or (iv) to the best of our knowledge after reasonable investigation and inquiry and as confirmed by the Company, any material agreement governed by PRC law by which the

Company or each of the BVI Subsidiaries is bound or to which any of the properties or assets of the Company or each of the BVI Subsidiaries is subject or (b) will not result in the creation or imposition of any claim, lien, mortgage, security interest or other encumbrance on any property or assets of the PRC Subsidiaries or on any purchased tree plantations of the BVI Subsidiaries, except such as pursuant to the Dealer Manager Agreement.

22. Except as disclosed in the Exchange Offer Memorandum, no tax or duty (including any stamp or other issuance or transfer tax or duty and any tax or duty on capital gains or income, whether chargeable on a withholding basis or otherwise) is payable by or on behalf of holders of the Exchange Notes under any applicable laws and regulations of the PRC, or of any political subdivision, department or agency thereof in connection with (a) the exchange of the 2004 Senior Notes and the offering, issuance or delivery of the Exchange Notes by the Company (and the Subsidiary Guarantees by the Subsidiary Guarantors) to or for the account of the holders thereof in the manner contemplated in the Dealer Manager Agreement or the Exchange Offer Memorandum; (b) the exchange of the 2004 Senior Notes and the offer or delivery by the holders of the Exchange Notes to the subsequent holders thereof; (c) the execution and delivery of the Dealer Manager Agreement or any other document relating to the offering of the Exchange Notes (and the Subsidiary Guarantees); or (d) the consummation of the transactions contemplated in the Dealer Manager Agreement or the performance by the Company of its obligations thereunder or the transactions contemplated by the Exchange Offer Memorandum.
23. Except as disclosed in the Exchange Offer Memorandum, all licenses, consents, approvals, authorizations, permits, certificates or orders of or from, or filings, declarations or qualifications with or to, any governmental body, court, agency or official in the PRC as are currently required for (i) the PRC Subsidiaries' ownership and use of their properties and assets, the construction of their plant facilities and the conduct of their business in the manner as described in the Exchange Offer Memorandum, and (ii) the BVI Subsidiaries to own the purchased tree plantations and conduct business in the manner as described in the Exchange Offer Memorandum, and (iii) the performance by the Company of its obligations under the Dealer Manager Agreement have been obtained or made and are in full force and effect, except for those that are not material in the case of (i) and (ii), individually or in the aggregate, to the business, operations and financial conditions of the BVI Subsidiaries or the PRC Subsidiaries, taken as a whole or individually. To the best of our knowledge after reasonable investigation and inquiry and except as disclosed in this opinion, we have no reason to believe that any PRC Governmental Authority is considering modifying, suspending or revoking such PRC licenses, consents, authorizations, approvals, certificates and permits.
24. Each WFOE has full power and authority to effect dividend payments and remittances thereof outside the PRC in United States dollars, except for the withholding tax required under the Enterprise Income Tax Law of the PRC and other exceptions, in each case as disclosed in the Exchange Offer Memorandum, free of deduction or withholding on account of income tax and without the need to obtain any consent, approval, authorization, order, registration or qualification of or with any court or governmental or regulatory agency or body of or in the

PRC.

25. Under current PRC tax laws (including the Enterprise Income Tax Law of the PRC), regulations and rulings, holders of the Exchange Notes that are non-residents of the PRC are not subject to withholding tax, income tax or any other taxes or duties imposed by any of the PRC Government Authorities in respect of (a) any interest or principal payments or other distributions paid or made on the Exchange Notes, (b) gains made on sales of the Exchange Notes between non-residents of the PRC consummated outside the PRC, or (c) any dividend or other distribution paid or made on the Exchange Notes.
26. Except for Sino-Panel (China) Investments Limited, Sino-Panel (Fujian) Co., Ltd., Sino-Panel (Heilongjiang) Trading Co., Ltd. and Jiangxi Jiawei Panel Co., Ltd. whose registered capital has not been fully paid up as permitted by PRC law, and for whom the dividend payments and remittances thereof shall be made in proportion to the paid-up contribution of their registered capital, no WFOE is currently prohibited, directly or indirectly, under any agreement or other instrument to which it is a party or is subject, from paying any dividends to the Company, from making any other distribution on such WFOE's registered capital, or from repaying to the Company any loans or advances to such WFOE from the Company, except as otherwise described in the Exchange Offer Memorandum.
27. Except for Sino-Panel (China) Investments Limited, Sino-Panel (Fujian) Co., Ltd. Sino-Panel (Heilongjiang) Trading Co., Ltd. and Jiangxi Jiawei Panel Co., Ltd. whose registered capital has not been fully paid up as permitted by PRC law, each WFOE has full power and authority to borrow shareholder loans from the Company or any of its non-PRC Subsidiaries as contemplated and described in the Exchange Offer Memorandum. Except for those disclosed in the Exchange Offer Memorandum, no other licenses, consents, approvals, authorizations, permits, certificates or orders of or from, or filings, declarations or qualifications with or to, any governmental body, court, agency or official in the PRC are required for a WFOE to borrow shareholder loans. Each WFOE will be able to repay such shareholder loans in, and remit, United States dollars, except, for the withholding tax required under the Enterprise Income Tax Law of the PRC and other exceptions, in each case, as disclosed in the Exchange Offer Memorandum, free of deduction or withholding on account of income taxes and without the need to obtain any consent, approval, authorization, order, registration or qualification of or with any court or governmental or regulatory agency or body of or in the PRC.
28. To the best of our knowledge after due investigation and inquiry, none of the PRC Subsidiaries nor other person has taken any action nor have any other steps been taken or legal proceedings been started or threatened against any of the PRC Subsidiaries for its winding up or dissolution, or for the withdrawal, revocation or cancellation of the business license of any of the PRC Subsidiaries; and no notice of appointment of a receiver of any of the PRC Subsidiaries or any of its assets has been issued and no declaration or order of insolvency has been or is threatened to be made.

29. The statements in the Exchange Offer Memorandum under the headings “Summary”, “Government Regulation”, “Risk Factors”, “Management’s Discussion and Analysis of Financial Condition and Results of Operations”, “Corporate Structure” and “Business” insofar as such statements constitute summaries of the laws or regulations of the PRC or documents governed by PRC law as of the date hereof, fairly present the information called for with respect to such legal matters and documents and fairly summarize matters referred to therein.
30. To the best of our knowledge after due investigation and inquiry and as confirmed by the Company, no labor dispute, or disturbance involving the employees of any PRC Subsidiary in the PRC, exists or is imminent or threatened, except as would not, individually or in the aggregate, have a material adverse effect on the Company; each of the PRC Subsidiaries has complied in all material respects with all employment, labor and similar laws applicable to the PRC Subsidiaries and has made welfare contributions for its employees as required under PRC law.
31. Under PRC law, there is no restriction for the transfer of the Exchange Notes by the Company to or for the account of the holders of such Exchange Notes, and the subsequent purchasers thereof, assuming that such subsequent purchasers are not entities organized under the laws of, or residents of, the PRC.
32. Each of the PRC Subsidiaries owns or has valid licenses in full force and effect or otherwise has the legal right to use all material trademarks currently employed by it in connection with the business currently operated by it and, to the best of our knowledge after due inquiry and as confirmed by the Company, none of the PRC Subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in any material adverse effect.
33. The tax rates applicable to each of the PRC Subsidiaries disclosed in the Exchange Offer Memorandum is true and accurate in all material respects; the description of the tax laws and regulations applicable to the PRC Subsidiaries described in “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” of the Exchange Offer Memorandum is true and accurate under relevant PRC tax laws and regulations. There are no material PRC fees or taxes that are applicable to the Company and its subsidiaries as a consequence of completion of the offering of the Exchange Notes that have not been described in the Exchange Offer Memorandum.
34. The entry into, and performance or enforcement of the Dealer Manager Agreement in accordance with its terms will not subject the Dealer Manager or holders of the Exchange Notes to a requirement to be licensed or otherwise qualified to do business in the PRC, nor will such holders be deemed to be resident, domiciled, carrying on business through an establishment or place in the PRC or in breach of any PRC law by reason of entry into, performance or enforcement of the Dealer Manager Agreement or of or the consummation of the transactions contemplated in the Dealer Manager Agreement or the performance by the

Company of its obligations thereunder or the transactions contemplated by the Exchange Offer Memorandum.

35. Each of the WFOEs has complied with all the required registration with the relevant local branches of the State Administration of Foreign Exchange of the PRC, except for those the absence of which would not have a material adverse effect on such WFOEs, taken as a whole or individually.
36. We have generally reviewed and discussed with the Dealer Manager's representatives and with certain officers and employees of, and counsel and independent accountants for, the Company the information furnished, and the Company has confirmed such information to us. On the basis of such consideration, review and discussion with ordinary care and due diligence as a PRC legal counsel, but without independent checking or verification except as stated above, nothing has come to our attention that causes us to reasonably believe that the Exchange Offer Memorandum or any amendment or supplement thereto (except for the financial statements and schedules and other financial data included therein or omitted therefrom, as to which we need make no statement), at the date of the Exchange Offer Memorandum, at the date any such amended or supplemented Exchange Offer Memorandum was issued or at the date of the commencement of the Exchange Offer, included or includes an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, in all material respects, not misleading.



Form of Opinions of Company's BVI Counsel



[Form of opinion to be delivered only on the date of this agreement]

- (1) (a) Each of SFR (China) Inc., Sino-Forest Bio-Science Limited, Sino-Forest Resources Inc., Sino-Global Holdings Inc., Sino-Panel (Asia) Inc., Sino-Panel (Gaoyao) Limited, Sino-Panel Holdings Limited, Sino-Panel (North East China) Limited, Sinowin Investments Limited, Suri-Wood Inc., Dynamic Profit Holdings Limited, Sino-Capital Global Inc. and Sino-Forest Investments Limited was a company duly incorporated with limited liability under the International Business Companies Act (Cap. 291) and that on 1 January 2007, each such Company was deemed to be automatically re-registered under the British Virgin Islands Business Companies Act, 2004 (the “BVIBC Act”), is validly existing and in good standing under the laws of the British Virgin Islands. Each such Company is a separate legal entity and possess the capacity to sue and be sued in its own name.
- (b) Each of Grandeur Winway Limited, Sino-Panel [Hunan] Limited, Sino-Panel [Suzhou] Limited and Sino-Panel [Xiangxi] Limited was a company duly incorporated with limited liability under the International Business Companies Act (Cap.291) and that on 24 November 2006, 27 November 2006, 20 October 2006 and 27 November 2006, respectively, each such Company re-registered under the BVIBC Act, is validly existing and in good standing under the laws of the British Virgin Islands. Each such Company is a separate legal entity and possess the capacity to sue and be sued in its own name.
- (c) Each of Sino-Panel (Fujian) Limited, Sino-Panel (Guangxi) Limited, Sino-Panel (Guangzhou) Limited, Sino-Panel (Guizhou) Limited, Sino-Panel (Qinzhou) Limited, Sino-Panel (Shaoyang) Limited, Sino-Panel (Yunnan) Limited, Sino-Panel (Yongzhou) Limited, Sino-Panel (Huaihua) Limited, Sino-Panel (North Sea) Limited, Amplemax Worldwide Limited, Glory Billion International Limited, Smart Sure Enterprises Limited, Expert Bonus Investment Limited, Ace Supreme International Limited and Express Point Holdings Limited is a company limited by shares, duly incorporated under the BVIBC Act, validly existing and in good standing under the laws of the British Virgin Islands. Each Company is a separate legal entity and possesses the capacity to sue and be sued in its own name.

- (2) Each of the Companies has all requisite corporate power and authority to enter into, execute, deliver, and perform its obligations under the Subject Agreement and to take all action as may be necessary to complete the transactions contemplated thereby.
- (3) The execution, delivery and performance by each of the Companies of the Subject Agreement and the transactions contemplated thereby have been duly authorised by all necessary corporate action on the part of the relevant Company.
- (4) The obligations of each of the Companies as set out in the Subject Agreement constitute legal, valid and binding obligations of such Company, enforceable against such Company in accordance with its terms and would be so treated in courts of the British Virgin Islands.
- (5) No consent, licence or authorisation of or by any governmental authority of the British Virgin Islands is required to be obtained by any of the Companies in connection with its execution, delivery or performance of the Subject Agreement.
- (6) The execution, delivery and performance by the Companies of the Subject Agreement and the transactions contemplated thereby do not and will not violate, conflict with or constitute a default under (i) any requirement of any law or any regulation of the British Virgin Islands or (ii) the Constitutional Documents.
- (7) No stamp duties or similar documentary taxes imposed by or in the British Virgin Islands are payable in respect of the Subject Agreement and neither of the Companies will be required by any laws of the British Virgin Islands to make any deduction or withholding from any payment it may make under the Subject Agreement. There are no government controls or exchange controls in relation to the performance by the Companies of their obligations under the Subject Agreement.
- (8) There is no applicable usury or interest limitation law in the British Virgin Islands which would restrict the recovery of payments or the performance by any of the Companies of its obligations under the Subject Agreement.
- (9) Any monetary judgment in a court of the British Virgin Islands in respect of a claim brought in connection with any of the Subject Agreement is likely to be expressed in the currency in which

such claim is made, since such courts have power to grant a monetary judgment expressed otherwise than in the currency of the British Virgin Islands, but they may not necessarily do so.

- (10) It is not necessary in order to ensure the legality, validity, enforceability or admissibility in evidence in proceedings of the obligations of the Companies under the Subject Agreement that the Subject Agreement or any other document be notarised, filed, registered or recorded in the British Virgin Islands.

Based solely upon the Company Search, charges have been filed at the Registry of Corporate Affairs in the British Virgin Islands over assets of the Companies listed below. We have not conducted any investigation into the documents relating to the charges.

- (i) Dynamic Profit Holdings Limited;
 - (ii) SFR (China) Inc.;
 - (iii) Sino-Forest Resources Inc.;
 - (iv) Sino-Global Holdings Inc.;
 - (v) Sino-Panel (Asia) Inc.;
 - (vi) Sino-Panel Holdings Limited; and
 - (vii) Sino-Capital Global Inc.
- (11) The financial obligations of each of the Companies under the Subject Agreement rank at least *pari passu* in priority of payment with all other unsecured and unsubordinated indebtedness (whether actual or contingent) issued, created or assumed by the relevant Company other than indebtedness which is preferred by virtue of any provision of the British Virgin Islands law of general application.
- (12) The choice of the laws of the State of New York as the proper law to govern the Subject Agreement would be recognised, upheld and applied by the courts of the British Virgin Islands as

a valid choice of law and the proper law of the Subject Agreement in proceedings brought before them in relation to the Subject Agreement, except for those laws (i) which such courts consider to be procedural in nature; (ii) which are revenue or penal laws; or (iii) the application of which would be inconsistent with public policy, as that term is interpreted under British Virgin Islands law.

- (13) The submission by the Companies to the jurisdiction of the courts of New York pursuant to the Subject Agreement would be recognised by the courts of the British Virgin Islands as a legal, valid and binding submission to the jurisdiction of such courts, if such submission is accepted by such courts and is legal, valid and binding under the laws of the State of New York. The appointment by the Companies of an agent in New York to accept service of process in respect of proceedings before such courts is a valid and effective appointment, if such appointment is valid and binding under the laws of the State of New York and if no other procedural requirements are necessary in order to validate such appointment.
- (14) Any final and conclusive monetary judgment of a competent foreign court for a definite sum against any of the Companies based upon the Subject Agreement (other than a court of jurisdiction to which the Reciprocal Enforcement of Judgments Act (1922) or the Foreign Judgments (Reciprocal Enforcement) Act (1964) applies, and neither Act applies to the courts of New York may be the subject of enforcement proceedings in the courts of the British Virgin Islands under the common law doctrine of obligation by action on the debt evidenced by the judgment of such competent foreign court. A final opinion as to the availability of this remedy should be sought when the facts surrounding the foreign court's judgment are known, but, on general principles, we would expect such proceedings to be successful provided that:
- (i) the foreign court had jurisdiction in the matter and the relevant Company either submitted to such jurisdiction or was resident or carrying on business within such jurisdiction and was duly served with process;
 - (ii) the judgment given by the foreign court was not in respect of penalties, taxes, fines or similar fiscal or revenue obligations;
 - (iii) the judgment was not obtained by fraud;

- (iv) recognition or enforcement of the judgment would not be contrary to British Virgin Islands public policy; and
 - (v) the proceedings pursuant to which judgment was obtained were not contrary to natural justice.
- (15) The Companies are not entitled to immunity from suit or enforcement of a judgment on the ground of sovereignty or otherwise in the courts of the British Virgin Islands in respect of proceedings against them in relation to the Subject Agreement and the execution of the Subject Agreement and performance of their obligations under the Subject Agreement by the Companies constitute private and commercial acts.
- (16) Under the laws of the British Virgin Islands, the Dealer Manager will not be deemed to be resident, domiciled or carrying on any commercial activity in the British Virgin Islands or subject to any tax in the British Virgin Islands by reason only of its execution, delivery and performance of the Subject Agreement nor is it necessary for the execution, delivery, performance and enforcement of the Subject Agreement that the Dealer Manager be authorised or qualified to carry on business in the British Virgin Islands.
- (17) Service of process in the British Virgin Islands on the Companies may be effected by leaving at the registered office of the Companies the relevant document to be served. Based on the Company Search, the registered office of each Company is situated as follows:
- (a) in the case of Sino-Panel Guizhou) Limited, Sino-Panel (Guangzhou) Limited) Limited, Sino-Panel (Guangxi) Limited, Sino-Panel (Gaoyao) Limited, Sino-Panel (Fujian) Limited, Sino-Panel (Asia) Inc., Sino-Global Holdings Inc., Sino-Forest Resources Inc., Sino-Capital Global Inc., SFR (China) Inc., Sino-Panel (Huaihua) Limited, Sino-Panel [Hunan] Limited, Sino-Panel (North East China) Limited, Sino-Panel (Qinzhou) Limited, Sino-Panel (Shaoyang) Limited, Sino-Panel [Suzhou] Limited, Sino-Panel [Xiangxi] Limited, Sino-Panel (Yongzhou) Limited, Sino-Panel (Yunnan) Limited and Suri-Wood Inc., the registered office is located at the offices of Offshore Incorporation Limited, PO Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands;

- (b) in the case of Sino-Forest Investments Limited, Grandeur Winway Limited, Dynamic Profit Holdings Limited and Sinowin Investments Limited, the registered office is located at the offices of Commonwealth Trust Limited, PO Box 3321, Road Town, Tortola, British Virgin Islands;
 - (c) in the case of Sino-Panel Holdings Limited, the registered office is located at Harneys Corporate Services Limited, PO Box 71, Craignuir Chambers, Road Town, Tortola, British Virgin Islands;
 - (d) in the case of Sino-Forest Bio-Science Limited, the registered office is located at the offices of Trident Trust Company (BVI) Limited, Trident Chambers, PO Box 146, Road Town, Tortola, British Virgin Islands, and
 - (e) in the case of Amplemax Worldwide Limited, Glory Billion International Limited, Smart Sure Enterprises Limited, Expert Bonus Investments Limited, Ace Supreme International Limited and Express Point Holdings Limited, the registered office is located at the offices of Overseas Management Company Trust (BVI) Ltd, OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands.
- (18) Based solely upon the Company Search, the Litigation Search and the Director's Certificates:
- (i) no court proceedings are pending against any of the Companies; and
 - (ii) no currently valid order or resolution for winding up of any of the Companies and no current notice of appointment of a receiver over any of the Companies or any of their assets appears, but it should be noted that failure to file notice of appointment of a receiver with the Registrar of Corporate Affairs does not invalidate the receivership but merely gives rise to penalties on the part of the receiver.
- (19) The statements, if any, included in the Exchange Offer Memorandum, insofar as such statements constitute summaries of the laws or regulations of the British Virgin Islands, fairly summarize in all material respects such matters.

Form of Opinions of Company's Cayman Islands Counsel

[Form of opinion to be delivered only on the date of this agreement]

1. The Company is a limited liability company duly incorporated with limited liability and existing under the laws of the Cayman Islands. The Company possesses the capacity to sue and be sued in its own name and is in good standing under the laws of the Cayman Islands.
2. The Company has all requisite corporate power and authority to enter into, execute, deliver, and perform its obligations under the Subject Agreement and to take all action as may be necessary to complete the transactions contemplated thereby.
3. The execution, delivery and performance by the Company of the Subject Agreement and the transactions contemplated thereby have been duly authorised by all necessary corporate action on the part of the Company.
4. The Subject Agreement has been duly executed by the Company and each constitutes legal, valid and binding obligations of the Company, enforceable against the Company in accordance with its terms.
5. Subject as otherwise provided in this opinion, no consent, licence or authorisation of, filing with, or other act by or in respect of, any governmental authority or court of the Cayman Islands is required to be obtained by the Company in connection with the execution, delivery or performance by the Company of the Subject Agreement or to ensure the legality, validity, admissibility into evidence or enforceability as to the Company, of the Subject Agreement.
6. The execution, delivery and performance by the Company of the Subject Agreement and the transactions contemplated thereby do not and will not violate, conflict with or constitute a default under (a) any requirement of any law or any regulation of the Cayman Islands or (b) the Constitutional Documents.
7. The transactions contemplated by the Subject Agreement are not subject to any currency deposit or reserve requirements in the Cayman Islands. There is no restriction or requirement of the Cayman Islands binding on the Company which limits the availability or transfer of foreign exchange (i.e. monies denominated in currencies other than Cayman Islands dollars) for the purposes of the performance by the Company of its obligations under the Subject Agreement.
8. The financial obligations of the Company under the Subject Agreement rank at least pari passu in priority of payment with all other unsecured and unsubordinated indebtedness (whether actual or contingent) issued, created or assumed by the Company other than indebtedness which is preferred by virtue of any provision of Cayman Islands law of general application.
9. The choice of the laws of the State of New York as the proper law to govern the Subject Agreement is a valid choice of law under Cayman Islands law and such choice of law would be recognised, upheld and applied by the courts of the Cayman Islands as the proper law of the Subject Agreement in proceedings brought before them in relation to the Subject Agreement, provided that (a) the point is specifically pleaded; (b) such choice of law is valid and binding under the laws of the State of New York and (c) recognition would not be contrary to public policy as that term is understood under Cayman Islands law.

10. The submission by the Company to the jurisdiction of the courts of New York, pursuant to the Subject Agreement is not contrary to Cayman Islands law and would be recognised by the courts of Cayman Islands as a legal, valid and binding submission to the jurisdiction of the courts of New York, if such submission is accepted by such courts and is legal, valid and binding under the laws of the State of New York.
11. A final and conclusive judgment *in personam* of a competent foreign court against the Company based upon the Subject Agreement under which a definite sum of money is payable (not being a sum payable in respect of taxes or other charges of a like nature of, in respect of a fine or other similar penalty), may be the subject of enforcement proceedings in the Grand Court of the Cayman Islands under the common law doctrine of obligation by action on the debt evidenced by the judgment of such competent foreign court. A final opinion as to the availability of this remedy should be sought when the facts surrounding the foreign court's judgment are known, but, on general principles, we would expect such proceedings to be successful provided that:
 - (a) the court which gave the judgment was competent to hear the action in accordance with private international law principles as applied in the Cayman Islands; and
 - (b) the judgment is not contrary to public policy in Cayman Islands, has not been obtained by fraud or in proceedings contrary to natural justice and is not based on an error in Cayman Islands law.
12. Neither the Company nor any of its assets or property enjoys, under Cayman Islands law, immunity on the grounds of sovereignty from any legal or other proceedings whatsoever or from enforcement, execution or attachment in respect of its obligations under the Subject Agreement.
13. Based solely upon the Litigation Search and the Officer's Certificate:
 - (a) no litigation, arbitration or administrative or other proceeding of or before the Grand Court of the Cayman Islands is pending against the Company; and
 - (b) no resolution of members has been passed to wind up or appoint a liquidator or receiver of the Company and no petition to wind up the Company or application to reorganise its affairs pursuant to a scheme of arrangement and no application for the appointment of a receiver has been filed with the Grand Court of the Cayman Islands.
14. There are, subject as otherwise provided in this opinion, no taxes, stamp or documentary taxes, duties or similar charges under the laws of the Cayman Islands now due, or which could in the future become due to any governmental authority of or in the Cayman Islands, in connection with the execution, delivery, performance or enforcement of the Subject Agreement or the transactions contemplated thereby, or in connection with the admissibility in evidence thereof and the Company is not required by any Cayman Islands law or regulation to make any deductions or withholdings in the Cayman Islands from any payment it may make thereunder.
15. The details of charges by Cayman Islands companies over their assets wherever situated, are capable of being entered on the register of mortgages and charges required to be kept by the Company at its registered office in the Cayman Islands pursuant to the Companies Law. Registration in such register is the only method of registration of charges over the assets of

Cayman Islands companies in the Cayman Islands except charges over real property in the Cayman Islands or ships or aircraft registered in the Cayman Islands. Failure by the Company to enter in such register the details of any charge as required by the Companies Law does not affect the validity or enforceability of a charge and there is no time limit within which registration of a charge must be effected. However, in the event that questions of priority fall to be determined by reference to Cayman Islands law, such entry may in our opinion assist in establishing the priority of such charge, as a matter of common law, over any subsequent mortgage or charge which is registered subsequently in regard to the same assets.

16. Under the laws of the Cayman Islands, neither the Dealer Manager will be deemed to be resident, domiciled or carrying on business in the Cayman Islands by reason only of their execution, delivery and performance of the Subject Agreement nor is it necessary for the execution, delivery, performance and enforcement of the Subject Agreement that the Dealer Manager be licensed or qualified to carry on business in the Cayman Islands.
17. The statements, if any, included in the Exchange Offer Memorandum, insofar as such statements constitute summaries of the laws or regulations of the Cayman Islands, fairly summarize in all material respects such matters.

Form of Opinions of Company's Hong Kong Counsel

- (a) Each of the Hong Kong Subsidiary Guarantors is duly incorporated in Hong Kong under the Companies Ordinance (Chapter 32 of the Laws of Hong Kong) and is validly existing as a limited liability company under the laws of Hong Kong.
- (b) Based solely on the memorandum and articles of association as revealed by the Company Search, the business registration certificate as revealed by the Business Registration Search and the Certificate of Directors, in respect of a particular Hong Kong Subsidiary Guarantor, that Hong Kong Subsidiary Guarantor has the corporate power and authority to own its real property/properties (if any), to hold shares in other companies and to carry on its business as a holding company.
- (c) The Company Search revealed no order or resolution for the winding-up of any of the Hong Kong Subsidiary Guarantors and no notice of appointment of a receiver; however, such search is not capable of revealing a winding-up order or resolution made, or an appointment of a receiver, immediately prior to the conduct of the Company Search.
- (d) The Official Receiver Search revealed that no petition for the winding-up of any of the Hong Kong Subsidiary Guarantors had been presented; however, a winding-up petition may be presented but not filed at the Official Receiver's Office immediately upon such presentation.
- (e) Other than the matters disclosed in the Cause Book Enquiry set out in Appendix A to this letter, the Cause Book Enquiry revealed (i) no proceeding before the High Court of Hong Kong against any of the Group Companies and (ii) no action before the District Court of Hong Kong against any of the Group Companies; however, such an enquiry is not capable of revealing any proceeding or action commenced immediately prior to the making of the Cause Book Enquiry. Based solely on the results of the Cause Book Enquiry and the HCA5439/1998 Consent Summons, the action in HCA5439/1998 has been discontinued pursuant to the HCA5439/1998 Consent Summons.
- (f) Based solely on the memorandum and articles of association revealed by the Company Search and the Certificates of Directors, in respect of a particular Hong Kong Subsidiary Guarantor, the issue of shares in the capital of that Hong Kong Subsidiary Guarantor has been duly authorised.
- (g) Based solely on the register of members of Sino-Wood Partners, Limited as at 15 May 2009, 2,999,999 Ordinary Shares and 129,927 Class B Shares in the capital of Sino-Wood Partners, Limited were held by Sino-Forest Corporation and 1 Ordinary Share in the capital of Sino-Wood Partners, Limited was held by Chan Tak Yuen. Based solely on a declaration of trust made by Chan Tak Yuen dated 17 March 1994 in favour of Sino-Forest Corporation, the 1 share in the capital of Sino-Wood Partners, Limited held by Chan Tak Yuen was held by Chan Tak Yuen as nominee for Sino-Forest Corporation. Based solely on a special resolution of Sino-Wood Partners, Limited passed on 10 March 2003 revealed by the Company Search, such share had been designated and registered as an Ordinary Share.

- (h) Based solely on the register of members of Sino-Plantation Limited as at 15 May 2009, 9,999 shares in the capital of Sino-Plantation Limited were held by Sino-Wood Partners, Limited and 1 share in the capital of Sino-Plantation Limited was held by Chan Tak Yuen. Based solely on a declaration of trust made by Chan Tak Yuen dated 26 October 2002 in favour of Sino-Wood Partners, Limited, the 1 share in the capital of Sino-Plantation Limited held by Chan Tak Yuen was held by Chan Tak Yuen as trustee for the benefit of Sino-Wood Partners, Limited.
- (i) Based solely on the register of members of Sino-Wood (Guangxi) Limited as at 15 May 2009, 1 share in the capital of Sino-Wood (Guangxi) Limited was held by Sino-Plantation Limited and 1 share in the capital of Sino-Wood (Guangxi) Limited was held by Chan Tak Yuen. Based solely on a declaration of trust made by Chan Tak Yuen dated 13 December 2002 in favour of Sino-Plantation Limited, the 1 share in the capital of Sino-Wood (Guangxi) Limited held by Chan Tak Yuen was held by Chan Tak Yuen as trustee for the benefit of Sino-Plantation Limited.
- (j) Based solely on the register of members of Sino-Wood (Jiangxi) Limited as at 15 May 2009, 1 share in the capital of Sino-Wood (Jiangxi) Limited was held by Sino-Plantation Limited and 1 share in the capital of Sino-Wood (Jiangxi) Limited was held by Chan Tak Yuen. Based solely on a declaration of trust made by Chan Tak Yuen dated 13 December 2002 in favour of Sino-Plantation Limited, the 1 share in the capital of Sino-Wood (Jiangxi) Limited held by Chan Tak Yuen was held by Chan Tak Yuen as trustee for the benefit of Sino-Plantation Limited.
- (k) Based solely on the register of members of Sino-Wood (Guangdong) Limited as at 15 May 2009, 1 share in the capital of Sino-Wood (Guangdong) Limited was held by Sino-Plantation Limited and 1 share in the capital of Sino-Wood (Guangdong) Limited was held by Chan Tak Yuen. Based solely on a declaration of trust made by Chan Tak Yuen dated 4 October 2002 in favour of Sino-Plantation Limited, the 1 share in the capital of Sino-Wood (Guangdong) Limited held by Chan Tak Yuen was held by Chan Tak Yuen as trustee for the benefit of Sino-Plantation Limited.
- (l) Based solely on the register of members of Sino-Wood (Fujian) Limited as at 15 May 2009, 1 share in the capital of Sino-Wood (Fujian) Limited was held by Sino-Plantation Limited and 1 share in the capital of Sino-Wood (Fujian) Limited was held by Chan Tak Yuen. Based solely on a declaration of trust made by Chan Tak Yuen dated 4 October 2002 in favour of Sino-Plantation Limited, the 1 share in the capital of Sino-Wood (Fujian) Limited held by Chan Tak Yuen was held by Chan Tak Yuen as trustee for the benefit of Sino-Plantation Limited.
- (m) Each of the Hong Kong Subsidiary Guarantors has the corporate power and authority, in compliance with its memorandum and articles of association, to execute, deliver and perform, and has taken all necessary corporate action to authorise the execution, delivery and performance by it of, [each of]the Dealer Manager Agreement[, the

Indenture and the Supplemental Indenture to which the relevant Hong Kong Subsidiary Guarantor will be a party]¹.

- (n) Under Hong Kong law, there is no governmental or regulatory consent, approval or authorisation required by any of the Hong Kong Subsidiary Guarantors for the relevant Hong Kong Subsidiary Guarantor's execution, delivery and performance of [each of]the Dealer Manager Agreement[, the Indenture and the Supplemental Indenture to which the relevant Hong Kong Subsidiary Guarantor will be a party]².
- (o) Under Hong Kong law, there is no registration, filing or similar formalities required to ensure the validity, binding effect and enforceability against any of the Hong Kong Subsidiary Guarantors of [each of]the Dealer Manager Agreement[, the Indenture and the Supplemental Indenture to which the relevant Hong Kong Subsidiary Guarantor will be a party]³, except as referred to in paragraph 6.
- (p) Under Hong Kong law, the choice of New York law as the governing law of the Dealer Manager Agreement[, the Indenture and the Supplemental Indenture]⁴ will be recognised by the Hong Kong courts.

¹ To be inserted at Closing subject to our review of executed copies of the Indenture and Supplemental Indenture.

² To be inserted at Closing subject to our review of executed copies of the Indenture and Supplemental Indenture.

³ To be inserted at Closing subject to our review of executed copies of the Indenture and Supplemental Indenture.

⁴ To be inserted at Closing subject to our review of executed copies of the Indenture and Supplemental Indenture.

Form of Opinions of Company's United Kingdom Counsel

- 1.1 Clause 21.12 (*Indebtedness*) of the Barclays Facility Agreement as it relates to (i) the Issuer incurring Indebtedness under the Exchange Notes and (ii) the Subsidiary Guarantors issuing guarantees in respect of the Exchange Notes provided that the Fixed Charge Coverage Ratio would be not less than 3:1 upon incurrence of Indebtedness by the Issuer under the Exchange Notes and each guarantee in respect of the Exchange Notes granted by a Subsidiary Guarantor ranks pari passu with each Subsidiary Guarantee (as defined in the Barclays Facility Agreement and as defined in the Note Instrument) granted by that Subsidiary Guarantor; and
- 1.2 Clause 21.9 (*Negative pledge*) of the Barclays Facility Agreement as it relates to the ability of the Issuer and certain Subsidiary Guarantors to grant security over certain shares as set out in the Description of the Exchange Notes referred to in paragraph 3.2 above to secure the Exchange Notes provided that the Barclays Facility is equally and rateably secured by such security.

List of WFOEs

1. Sino-Forest (Guangzhou) Co., Ltd. (嘉汉林业 (广州) 有限公司)
2. Sino-Forest (Heyuan) Co., Ltd. (嘉汉林业 (河源) 有限公司)
3. Sino-Forest (Anhui) Co., Ltd. (嘉汉林业 (安徽) 有限公司)
4. Sino-Forest (China) Investments Limited (嘉汉林业 (中国) 投资有限公司)
5. Sino-Forest (Guangzhou) Trading Co., Ltd. (嘉汉林业 (广州) 商贸有限公司)
6. Sino-Forest (Suzhou) Trading Co., Ltd. (嘉汉林业 (苏州) 商贸有限公司)
7. Jiafeng Wood (Suzhou) Co., Ltd. (嘉丰木业 (苏州) 有限公司)
8. Jiangxi Jiachang Forestry Development Co., Ltd. (江西嘉昌林业发展有限公司)
9. Guangxi Guijia Forestry Co., Ltd. (广西桂嘉林业有限公司)
10. Gaoyao Jiayao Forestry Development Co., Ltd. (高要嘉耀林业发展有限公司)
11. Zhangzhou Jiamin Forestry Development Co., Ltd. (漳州嘉闽林业发展有限公司)
12. Sinowin Plantings (Suzhou) Co., Ltd. (嘉汉城市生态苗木 (苏州) 有限公司)
13. Sino-Maple (Shanghai) Trading Co., Ltd. (嘉汉枫情 (上海) 贸易有限公司)
14. Sino-Maple (Shanghai) Co., Ltd. (北美枫情 (上海) 商贸有限公司)
15. Sino-Panel (China) Investments Limited (嘉汉板业 (中国) 投资有限公司)
16. Sino-Panel (Fujian) Co., Ltd. (嘉汉板业 (福建) 有限公司)
17. Guangdong Jiayao Wood Products Development Co., Ltd. (广东嘉耀木业发展有限公司)
18. Heilongjiang Jiamu Panel Co., Ltd. (黑龙江嘉穆板业有限公司)
19. Hunan Jiayu Wood Products Co., Ltd. (湖南嘉裕木业有限公司)

20. Xiangxi Autonomous State Jiayi Forestry Development Co., Ltd.
(湘西自治州嘉熙林业发展有限公司)
21. Hunan Jiayu Wood Products (Hongjiang) Co., Ltd. (湖南嘉裕木业(洪江市)有限公司)
22. Zhangjiagang Free Trade Zone Jiashen International Trading Co., Ltd.
(张家港保税区嘉盛国际贸易有限公司)
23. Shaoyang Jiading Wood Products Co., Ltd. (邵阳嘉鼎木业有限公司)
24. Sino-Panel (Gengma) Co., Ltd. (嘉汉板业(耿马)有限公司)
25. Sino-Panel (Guangxi) Development Co., Ltd. (嘉汉板业(广西)发展有限公司)
26. Sino-Panel (Luzhai) Co., Ltd. (嘉汉板业(鹿寨)有限公司)
27. Sino-Panel (Sanjiang) Co., Ltd. (嘉汉板业(三江)有限公司)
28. Sino-Panel (Beihai) Development Co., Ltd. (嘉汉板业(北海)发展有限公司)
29. Hunan Jiayu Wood Products (Zhijiang) Co., Ltd. (湖南嘉裕木业(芷江)有限公司)
30. Sino-Panel (Jianghua) Co., Ltd. (嘉汉板业(江华)有限公司)
31. Sino-Panel (Yuanling) Co., Ltd. (嘉汉板业(沅陵)有限公司)
32. Sino-Panel (Guangzhou) Trading Co., Ltd. (嘉汉板业(广州)商贸有限公司)
33. Sino-Biotechnology (Guangzhou) Co., Ltd. (嘉汉生物科技(广州)有限公司)
34. Sino-Panel (Hezhou) Co., Ltd. (嘉汉板业(贺州)有限公司)
35. Sino-Panel (Yunnan) Trading Co., Ltd. (嘉汉板业(云南)贸易有限公司)
36. Sino-Panel (Heilongjiang) Trading Co., Ltd. (嘉汉板业(黑龙江)贸易有限公司)
37. Jiangxi Jiawei Panel Co., Ltd. (江西嘉维板业有限公司)

List of PRC Limited Companies invested by WFOE

1. Suzhou City Lvyun Garden Engineering Co., Ltd. (苏州市绿韵园林工程有限公司)
2. Beihai Changqing Wooden Co., Ltd. (北海常青木业有限公司)

List of non-Material PRC Subsidiaries

1. Sino-Biotechnology (Guangzhou) Co., Ltd. (嘉汉生物科技(广州)有限公司)
2. Sino-Panel (Hezhou) Co., Ltd. (嘉汉板业(贺州)有限公司)
3. Sino-Panel (Sanjiang) Co., Ltd. (嘉汉板业 (三江) 有限公司)
4. Sino-Panel (Yunnan) Trading Co., Ltd. (嘉汉板业(云南)贸易有限公司)
5. Sino-Panel (Guangzhou) Trading Co., Ltd. (嘉汉板业 (广州) 商贸有限公司)
6. Sino-Panel (Guangxi) Development Co., Ltd. (嘉汉板业 (广西) 发展有限公司)
7. Hunan Jiayu Wood Products (Zhijiang) Co., Ltd. (湖南嘉裕木业 (芷江) 有限公司)
8. Sino-Panel (Yuanling) Co., Ltd. (嘉汉板业 (沅陵) 有限公司)
9. Sino-Panel (Jianghua) Co., Ltd. (嘉汉板业 (江华) 有限公司)
10. Suzhou City Lvyun Garden Engineering Co., Ltd. (苏州市绿韵园林工程有限公司)
11. Beihai Changqing Wooden Co., Ltd. (北海常青木业有限公司)
12. Sino-Panel (Fujian) Co., Ltd. (嘉汉板业 (福建) 有限公司)
13. Sino-Panel (Heilongjiang) Trading Co., Ltd. (嘉汉板业(黑龙江)贸易有限公司)
14. Jiangxi Jiawei Panel Co., Ltd. (江西嘉维板业有限公司)

List of the BVI Subsidiaries

1. Suri-Wood Inc.
2. Express Point Holdings Ltd.
3. Smart Sure Enterprises Ltd.
4. Ace Supreme International Ltd.
5. Glory Billion International Ltd.
6. Amplemax Worldwide Ltd.
7. Expert Bonus Investment Ltd.
8. Sino-Panel (Yunan) Limited

List of Shareholders of PRC Subsidiaries

1. Sino-Wood (Jiangxi) Limited
2. Sino-Wood (Guangdong) Limited
3. Sino-Wood (Fujian) Limited
4. Sino-Forest Investments Limited
5. Grandeur Winway Ltd.
6. Sinowin Investments Ltd.
7. Sino-Forest Bio-Science Limited
8. Sino-Panel (Asia) Inc.
9. Sino-Panel (Gaoyao) Ltd.
10. SFR (China) Inc.
11. Sino-Panel (Guangxi) Ltd.
12. Sino-Panel (North Sea) Ltd.
13. Sino-Panel (Suzhou) Ltd.
14. Sino-Panel (Yunnan) Ltd.
15. Sino-Panel (Hunan) Ltd.
16. Sino-Panel (Xiangxi) Ltd.
17. Sino-Panel (North East China) Ltd.
18. Sino-Panel (Guangzhou) Ltd.
19. Sino-Panel (Huaihua) Ltd.
20. Sino-Panel (Yongzhou) Ltd.
21. Sino-Forest (China) Investments Limited (嘉汉林业 (中国) 投资有限公司)
22. Sino-Panel (China) Investments Limited (嘉汉板业 (中国) 投资有限公司)
23. Sinowin Plantings (Suzhou) Co., Ltd. (嘉汉城市生态苗木 (苏州) 有限公司)

24. Jiafeng Wood (Suzhou) Co., Ltd. (嘉丰木业 (苏州) 有限公司)

List of Original CJVs

1. Jiangxi Jiachang Forestry Development Co., Ltd. (江西嘉昌林业发展有限公司)
2. Guangxi Guijia Forestry Co., Ltd. (广西桂嘉林业有限公司)
3. Heyuan Jiahe Forestry Development Co., Ltd. (河源嘉河林业发展有限公司)
4. Gaoyao Jiayao Forestry Development Co., Ltd. (高要嘉耀林业发展有限公司)

* After conversion from a CJV to a WFOE, Heyan Jiahe has been merged with Sino-Forest (Heyuan) Co., Ltd., and dissolved.

List of Subsidiaries

1. Sino-Forest (Guangzhou) Co., Ltd. (嘉汉林业 (广州) 有限公司)
2. Sino-Forest (Heyuan) Co., Ltd. (嘉汉林业 (河源) 有限公司)
3. Sino-Forest (Anhui) Co., Ltd. (嘉汉林业 (安徽) 有限公司)
4. Sino-Forest (China) Investments Limited (嘉汉林业 (中国) 投资有限公司)
5. Sino-Forest (Guangzhou) Trading Co., Ltd. (嘉汉林业 (广州) 商贸有限公司)
6. Sino-Forest (Suzhou) Trading Co., Ltd. (嘉汉林业 (苏州) 商贸有限公司)
7. Jiafeng Wood (Suzhou) Co., Ltd. (嘉丰木业 (苏州) 有限公司)
8. Jiangxi Jiachang Forestry Development Co., Ltd. (江西嘉昌林业发展有限公司)
9. Guangxi Guijia Forestry Co., Ltd. (广西桂嘉林业有限公司)
10. Gaoyao Jiayao Forestry Development Co., Ltd. (高要嘉耀林业发展有限公司)
11. Zhangzhou Jiamin Forestry Development Co., Ltd. (漳州嘉闽林业发展有限公司)
12. Sinowin Plantings (Suzhou) Co., Ltd. (嘉汉城市生态苗木 (苏州) 有限公司)
13. Sino-Maple (Shanghai) Trading Co., Ltd. (嘉汉枫情 (上海) 贸易有限公司)
14. Sino-Maple (Shanghai) Co., Ltd. (北美枫情 (上海) 商贸有限公司)
15. Sino-Panel (China) Investments Limited (嘉汉板业 (中国) 投资有限公司)
16. Sino-Panel (Fujian) Co., Ltd. (嘉汉板业 (福建) 有限公司)
17. Guangdong Jiayao Wood Products Development Co., Ltd. (广东嘉耀木业发展有限公司)
18. Heilongjiang Jiamu Panel Co., Ltd. (黑龙江嘉穆板业有限公司)
19. Hunan Jiayu Wood Products Co., Ltd. (湖南嘉裕木业有限公司)
20. Xiangxi Autonomous State Jiayi Forestry Development Co., Ltd.
(湘西自治州嘉熙林业发展有限公司)
21. Hunan Jiayu Wood Products (Hongjiang) Co., Ltd. (湖南嘉裕木业 (洪江市) 有限公司)
22. Zhangjiagang Free Trade Zone Jiashen International Trading Co., Ltd.
(张家港保税区嘉森国际贸易有限公司)
23. Shaoyang Jiading Wood Products Co., Ltd. (邵阳嘉鼎木业有限公司)

24. Sino-Panel (Gengma) Co., Ltd. (嘉汉板业 (耿马) 有限公司)
25. Sino-Panel (Guangxi) Development Co., Ltd. (嘉汉板业 (广西) 发展有限公司)
26. Sino-Panel (Luzhai) Co., Ltd. (嘉汉板业 (鹿寨) 有限公司)
27. Sino-Panel (Sanjiang) Co., Ltd. (嘉汉板业 (三江) 有限公司)
28. Sino-Panel (Beihai) Development Co., Ltd. (嘉汉板业 (北海) 发展有限公司)
29. Hunan Jiayu Wood Products (Zhijiang) Co., Ltd. (湖南嘉裕木业 (芷江) 有限公司)
30. Sino-Panel (Jianghua) Co., Ltd. (嘉汉板业 (江华) 有限公司)
31. Sino-Panel (Yuanling) Co., Ltd. (嘉汉板业 (沅陵) 有限公司)
32. Sino-Panel (Guangzhou) Trading Co., Ltd. (嘉汉板业 (广州) 商贸有限公司)
33. Sino-Biotechnology (Guangzhou) Co., Ltd. (嘉汉生物科技(广州)有限公司)
34. Sino-Panel (Hezhou) Co., Ltd. (嘉汉板业(贺州)有限公司)
35. Sino-Panel (Yunnan) Trading Co., Ltd. (嘉汉板业(云南)贸易有限公司)
36. Sino-Panel (Heilongjiang) Trading Co., Ltd. (嘉汉板业(黑龙江)贸易有限公司)
37. Jiangxi Jiawei Panel Co., Ltd. (江西嘉 维板业有限公司)
38. Suzhou City Lvyun Garden Engineering Co., Ltd. (苏州市绿韵园林工程有限公司)
39. Beihai Changqing Wooden Co., Ltd. (北海常青木业有限公司)
40. Dynamic Profit Holdings Limited
41. Grandeur Winway Limited
42. SFR (China) Inc.
43. Sino-Capital Global Inc.
44. Sino-Forest Investments Limited
45. Sino-Forest Bio-Science Limited
46. Sino-Forest Resources Inc.
47. Sino-Global Holdings Inc.
48. Sino-Panel (Asia) Inc.
49. Sino-Panel (Fujian) Limited
50. Sino-Panel (Gaoyao) Ltd.
51. Sino-Panel (Guangxi) Limited
52. Sino-Panel (Guangzhou) Limited

53. Sino-Panel (Guizhou) Limited
54. Sino-Panel Holdings Limited
55. Sino-Panel (Huaihua) Limited
56. Sino-Panel (Hunan) Limited
57. Sino-Panel (North-East China) Limited
58. Sino-Panel (North Sea) Limited
59. Sino-Panel (Qinzhou) Limited
60. Sino-Panel (Shaoyang) Limited
61. Sino-Panel (Suzhou) Limited
62. Sino-Panel (Xiangxi) Limited
63. Sino-Panel (Yongzhou) Limited
64. Sino-Panel (Yunnan) Limited
65. Sinowin Investments Limited
66. Suri-Wood Inc.
67. Amplemax Worldwide Limited
68. Glory Billion International Limited
69. Smart Sure Enterprises Limited
70. Expert Bonus Investment Limited
71. Ace Supreme International Limited
72. Express Point Holdings Limited
73. Sino-Wood (Jiangxi) Limited
74. Sino-Wood (Guangdong) Limited
75. Sino-Wood (Fujian) Limited
76. Sino-Wood Partners, Limited
77. Sino-Plantation Limited
78. Sino-Wood (Guangxi) Limited
79. Sinowood Limited