

THIS IS EXHIBIT "D" TO
THE AFFIDAVIT OF JONATHAN BELL
SWORN JANUARY 14, 2013



A Commissioner, etc.

Relevant Document means any document, in physical or electronic form as defined in the *Rules of Civil Procedure* and including, without limitation, books, contracts, letters, telegrams, statements, records, bills, notes, securities, vouchers, reports, drawings, maps, surveys, transcripts, schematics, memoranda, writings of any kind, computer diskettes, CDs, DVDs, USB keys, any information contained on the storage of any electronic device, email, facsimile transmissions, audio recordings, video recordings, photographs and copies and drafts of same:

1. Relating, in any way, the allegations in the outstanding civil proceedings against Sino-Forest Corporation, including:
 - a. The Trustees of The Labourers' Pension Fund of Central and Eastern Canada, et al. v. Sino-Forest Corporation, et al., Ontario Superior Court of Justice, Court File No. CV-11-431153-00CP
 - b. Guining Liu v. Sino-Forest Corporation, et al., Province of Quebec Superior Court, File No. 200-06-000132-111
 - c. David Leopard, et al. v. Allen T.Y. Chan, et al., United States New York Southern District Court, Case Number 1:2012-cv-01726-VM
2. Relating, in any way, to any "Impugned Document" as defined in the Fresh as Amended Statement of Claim in the action bearing Court File No.: CV-11-431153-00CP (the "Action");
3. Relating in any way to the issuance of securities or debt instruments by Sino-Forest Corporation or its subsidiaries;
4. Relating to any application to list securities of the Sino-Forest Corporation or its subsidiaries on any exchange, including records reflecting all information provided to any exchange in connection with any listing or contemplated listing;
5. All communications with any exchange upon which Sino-Forest Corporation or its subsidiaries securities were listed;
6. Reflecting meetings and the work of the board of directors and all committees of the board, including the audit committee;
7. Relating in any way to the allegations contained in the OSC Statements of Allegations against Sino-Forest Corporation (and others) and against Ernst & Young LLP;
8. Sent to, received from, produced by, produced for, concerning or related in any way to:
 - a. Zhanjiang Leizhou Eucalyptus Resources Development Co. Ltd (the purported joint venture between Sino-Wood Partners and the Leizhou Forestry Bureau);
 - b. Shanghai Jin Xiang Timber Ltd.;
 - c. Shanghai Timber Market;
 - d. Gengma Dai and Wa Tribes Autonomous Region Forestry Company Ltd.
 - e. Greenheart Group Limited ("Greenheart");
 - f. Greenheart Resources Holdings Limited;
 - g. Great Sino Holdings Ltd;
 - h. Vista Marine Services NV;
 - i. Jiangxi Zhonggan Industrial Development Company Limited;
 - j. China Square Industrial Limited;
 - k. Homix Limited;
 - l. Jiangsu Dayang Wood Co., Ltd;
 - m. Shaoyang Jiading Wood Products Co. Ltd.;
 - n. Guangzhou Pany Dacheng Wood Co.;

- o. Yunnan Shunxuan Forestry Co. Ltd.;
 - p. Huaihua City Yuda Wood Co. Ltd.;
 - q. General Enterprise Management Services International Limited;
 - r. Kongkou Suanglian Wood Company Limited;
 - s. Jiangxi Tianyao Industrial Co., Ltd.;
 - t. Nanchang Tongdasheng Industry Co., Ltd.;
 - u. Jinan Xinluyuan Economic and Trade Co., Ltd.;
 - v. Dao County Juncheng Forestry Development Co., Ltd.;
 - w. Gengma Dai Wa Autonomous County Forestry Co., Ltd.;
 - x. Huaihua Yuda Wood Co., Ltd.;
 - y. Dongkou Shuanglian Wood Company Limited;
 - z. Jiangxi Senchangtai Forestry Co. Ltd.;
 - aa. Shanghai Bailucheng Trading Ltd.;
 - bb. Shenzhen Jingyingcai Trading Ltd.;
 - cc. Guangxi Dacheng Timber Co. Ltd.;
 - dd. Guangxi Hezhou City Yuangao Forestry Development Co. Ltd.;
 - ee. Gaoyao City Xinqi Forestry Development Co., Ltd.;
 - ff. Guangxi Rongshui Meishan Wood Products Factory;
 - gg. Guangxi Pingle Haosen Forestry Development Co., Ltd.;
 - hh. Guangxi Hezhou City Kun'an Forestry Co., Ltd.;
 - ii. Jinan Feilin Wood Ltd.;
 - jj. Shuifenghe Longtai Trading Ltd.;
 - kk. Heilongjiang Xinlihua Trading Ltd.; and
 - ll. Heilongjiang Jingtalong Import Export Ltd.;
 - mm. Any suppliers of Sino Forest;
 - nn. Any "authorized intermediary" as that term is employed by the Independent Committee of Sino-Forest ("IC");
 - oo. Any BVI entity; or
 - pp. Any purchasers, or purported purchasers, of timber or any wood product from Sino-Forest or its subsidiaries;
9. Relating, in any way, to the purchase, sale, lease or any other transaction, of any sort, connected in any way to timber, standing timber, wood logs, trees, wood fibre, wood products or land, including, without limitation:
- a. The purchase, acquisition, lease, or sale of any forestry assets in Yunnan Province;
 - b. The purchase, acquisition, lease, or sale of any forestry assets in Jiangxi Province;
 - c. The purchase, acquisition, lease, or sale of any forestry assets in Hunan Province;
 - or
 - d. The purchase, acquisition, lease, or sale of any forestry assets in Republic of Suriname;
10. Sent to, received from, produced by, produced for, concerning or related in any way to:
- a. Allen Chan;
 - b. Kai Kit Poon;
 - c. David Horsley;
 - d. William Ardell;
 - e. James Bowland;
 - f. James Hyde;
 - g. Edmund Mak;

- h. W. Judson Martin;
 - i. Simon Murray;
 - j. Peter Wang;
 - k. Garry West;
 - l. Albert Ip;
 - m. Alfred C.T. Hung;
 - n. George Ho;
 - o. Simon Yeung;
 - p. Lam Hong Chiu;
 - q. Hua Chen;
 - r. Mr. Liang (based in Heyuan Guangdong, Deputy GM responsible for Heyuan plantations, previously with forestry bureau; studied at Yangdongxian Dangxiao);
or
 - s. Mr. Xie (based in Hunan, Plantation controller, graduated from Hunan Agricultural University, previously Assistant Manager of state-owned farm trees in Hunan);
11. Relating, in any way, to the existence or ownership of forestry assets including, without limitation:
- a. Any forestry bureau or government official with which Sino-Forest, any of its subsidiaries or any of its officers, directors or employees had any contact whatsoever;
 - b. Confirmation letters issued by forestry bureaus;
 - c. Farmers' Authorization Letters;
 - d. Timber Survey Reports; or
 - e. Plantation rights certificates;
12. Related to the quarterly and year-end audit work done in respect of Sino-Forest Corporation or its subsidiaries, including but not limited to any records of communications or meetings with the auditors, any Poyry entity.
13. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to, any audit of Sino-Forest or its subsidiaries or other work performed by:
- a. Ernst & Young LLP;
 - b. BDO Limited;
 - c. Arthur Andersen LLP; or
 - d. BDO McCabe Lo Limited;
14. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to underwriting or investment banking services to Sino-Forest or its subsidiaries, including, without limitation:
- a. Credit Suisse Securities (Canada), Inc.;
 - b. TD Securities Inc.;
 - c. Dundee Securities Corporation;
 - d. RBC Dominion Securities Inc.;
 - e. Scotia Capital Inc.;
 - f. CIBC World Markets Inc.;
 - g. Merrill Lynch Canada Inc.;
 - h. Canaccord Financial Ltd.;
 - i. Maison Placements Canada Inc.;

- j. Credit Suisse Securities (USA) LLC;
 - k. Merrill Lynch, Pierce, Fenner & Smith Incorporated; or
 - l. Banc of America Securities LLC
15. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to valuation services to Sino-Forest or its subsidiaries, including, without limitation any Poyry entity.
16. Any document relating in any way to the book, records, journals, ledgers and financial statements of Sino-Forest or its subsidiaries, including documents underpinning any facts or figures therein, including, without limitation:
- a. Tax liabilities related to Sino's operations;
 - b. Documents underpinning Sino's cash flow statements; or
 - c. Evidencing any "representation from management";
17. Provided to, requested by, reviewed by, produced by, received from or related in any way to:
- a. The IC;
 - b. The Ontario Securities Commission or any other securities regulator anywhere in the world;
 - c. The Royal Canadian Mounted Police or any law enforcement agency anywhere in the world;
 - d. Any governmental body of any sort or level of government in the People's Republic of China;
18. Relating to or discussing Muddy Waters Research;
19. Legal opinions relating in any way to:
- a. Taxation and tax liabilities, anywhere in the world;
 - b. Conducting 'business activities' in China;
 - c. Timber, trees, wood fibre, wood products or land, including ownership of forestry assets;
 - d. Distribution of securities or debt instruments;
 - e. Listing of securities or debt instruments on any exchange;
 - f. BVI entities and the BVI subsidiary structure;
 - g. WFOE entities;
 - h. "Onshoring" of revenue; and
 - i. Audit work for Sino-Forest or its subsidiaries.
20. Relating in any way to communications with any security holder, former security holder or potential security holder of Sino-Forest or its subsidiaries;
21. Any securities, of any sort, issued to any defendant in the Action, including, without limitation options of Greenheart granted to Chan, Martin and Murray;
22. Referred to at, resulting from or in any way related to the April 9, 2010 meeting between Allen Chan, Thomas Maradin, Alfred Hung, Eric Chan, David Horsley, Doug Parsonson, Steve Croskery, Rudolph van Rensburg, Josephine Man, Graham Robertson, Fred Clifford, Ron Patrickson and L. Langel; or
23. Drafts or prior versions of any sort of any document listed above.

Where an entity is referred to above, that reference includes any employee, partner, agent, subsidiary, parent organization or other person or entity related in any way to it.

TAB E

THIS IS EXHIBIT "E" TO
THE AFFIDAVIT OF JONATHAN BELL
SWORN JANUARY 14, 2013



A Commissioner, etc.

DOCUMENT RETENTION PROTOCOL

The following protocol outlines how Sino-Forest Corporation ("SFC") proposes to retain documents relevant to the Class Actions (as defined in the Sanction Order dated December 10, 2012 (the "Sanction Order")) in accordance with the Sanction Order.

Any capitalized undefined terms in this protocol are as defined in the Sanction Order.

Paragraph 52 of the Sanction Order provides that SFC shall:

(i) preserve or cause to be preserved copies of any documents (as such term is defined in the *Rules of Civil Procedure* (Ontario)) that are relevant to the issues raised in the Class Actions; and

(ii) make arrangements acceptable to SFC, the Monitor, the Initial Consenting Noteholders, counsel to Ontario Class Action Plaintiffs, counsel to Ernst & Young, counsel to the Underwriters and counsel to the Named Third Party Defendants to provide the parties to the Class Actions with access thereto, subject to customary commercial confidentiality, privilege or other applicable restrictions, including lawyer-client privilege, work product privilege and other privileges or immunities, and to restrictions on disclosure arising from s. 16 of the *Securities Act* (Ontario) and comparable restrictions on disclosure in other relevant jurisdictions, for purposes of prosecuting and/or defending the Class Actions, as the case may be, provided that nothing in the foregoing reduces or otherwise limits the parties' rights to production and discovery in accordance with the *Rules of Civil Procedure* (Ontario) and the *Class Proceedings Act, 1992* (Ontario).

The following protocol establishes the necessary processes that need to be undertaken. The parties will need to come to an arrangement on how they wish to implement a "user-pay" system in relation to the documents to be made available under the protocol. It is contemplated that all documents will be provided to third party service providers (one in Canada and one in the PRC as need be) chosen by Ernst & Young, the Underwriters, the Ontario Class Action Plaintiffs and the Named Third Party Defendants (collectively, the "Class Action Parties") and acceptable to SFC prior to or immediately following Plan Implementation.

The Class Action Parties agree to make the data and information provided pursuant to this protocol available to the Named Directors and Officers. The costs of any future sharing of such information will be addressed pursuant to the "user-pay" system to be negotiated by the parties.

SFC and the Class Action Parties acknowledge that the Monitor, Newco and the Litigation Trustee may require access or copies of certain of the documents retained pursuant to this protocol. The Monitor, Newco and the Litigation Trustee shall be entitled to obtain such documents without participating in the "user-pay" system to be established by the Class Action Parties.

The Class Action Parties (and any other party to whom data and information is made available under this protocol) agree that they will not access or use any of the information contained in the

documents and data described below until such documents and data have been cleansed of any documents over which SFC, the former members of the Independent Committee of the Board of Directors of SFC (the "IC") or any other interested party, including any of the Named Directors and Officers, may wish to assert privilege. Privileged documents will be identified by the running of search terms and search parameters that will be provided by counsel to SFC, counsel to the former members of the IC or any other relevant interested party. The reasonable costs of this privilege review will be absorbed by those parties that wish to access the data.

If any documents over which SFC, the former members of the IC or any other third party wish to assert privilege are inadvertently disclosed, the Class Action Plaintiffs (and any other party to whom data and information is made available under this protocol) agree that they will not rely upon such documents and will destroy all paper and electronic copies of any such privileged documents upon being informed of the inadvertent disclosure.

1. SFC's Servers

SFC has servers in Hong Kong and the PRC. SFC proposes to back-up all servers containing emails and business data to back-up tapes that will be handed over to third party service providers to be named by the Class Action Parties and acceptable to SFC. Certain of these tapes may need to be kept in the PRC on account of restrictions placed on exporting certain data from the PRC.

2. Protocol for Pre-existing Electronic Databases

This is an outline of how SFC proposes to deal with its pre-existing databases. Newco does not wish to maintain the below databases following Plan Implementation and the reasonable costs for access to the databases will be absorbed by those Class Action Parties that wish to access the data.

a. The OSC Production Database

Bennett Jones has an i-connect database of documents stored with Commonwealth which is composed of all of the documents obtained from the computers and phones of 19 custodians that PricewaterhouseCoopers ("PwC") imaged in June and July 2011. The 19 custodians were determined by the OSC. SFC proposes to make all of the non-privileged documents available to the Class Action Parties in the format that the Class Action Parties desire. One possible solution is that Commonwealth could transfer all of the non-privileged documents to a database that all of the Class Action Parties could then access.

b. The Mediation Database

As the parties are aware, SFC maintains a database that was designed to facilitate the mediation. It is hosted by Merrill Corporation. Arrangements could be made to provide for the contents of the database to be transferred to a third party selected by the Class Action Parties before the database hosting contract with Merrill is terminated.

3. Other Electronic Documents

a. Other Custodians' Imaged Hard Drives

PwC imaged approximately 120 users' computers in June and July 2011 (of which the 19 OSC custodians are a subset). These imaged hard drives are currently stored in a fire proof safe in Bennett Jones' Toronto office. Newco does not wish to maintain these imaged hard drives and they will be provided to a third party service provider to be named by the Class Action Parties and acceptable to SFC.

b. Original Back-Up Computer Tapes

FTI Hong Kong is in possession of 27 original computer tapes from the years 2008 to 2011. Newco does not wish to maintain these tapes and they will be provided to third party service providers to be named by the Class Action Parties and acceptable to SFC.

c. Previous Databases

An electronic database was established for the Underwriters for the last note offering. Another electronic database was established for the IC advisors to conduct their investigation.

While these databases are no longer active, a CD has been made of the contents of the databases. A copy of the CD will be provided to a third party service provider to be named by the Class Action Parties and acceptable to SFC.

d. Certain Smart Phones

PwC obtained the smart phones of certain members of the SFC former management group in August 2011. Bennett Jones has confirmed that data was harvested from the phones and that the data is currently being stored in the Bennett Jones safe. This data will be provided to a third party service provider to be named by the Class Action Parties and acceptable to SFC.

e. Yosanda Chiang's Computer

The hard drive belonging to Yosanda Chiang was imaged by FTI in May 2012. The tape containing this information is located at FTI Hong Kong. No further computer images have been taken since July 2011. It should be noted that Ms. Chiang's computer was imaged in June 2011 and the contents of that imaging is contained in the Bennett Jones' OSC production database described above.

Newco does not wish to maintain the tape and it will be provided to a third party service provider to be named by the Class Action Parties.

f. Board Minutes

Bennett Jones has electronic copies of the minutes of SFC's Board and Board Committee meetings from 2004 through May 2011 and these minutes will be provided to a third party service provider to be named by the Class Action Parties and acceptable to SFC. The minutes will be redacted for privilege before they are provided to the third party service provider.

g. The Forestry Management Information System ("FMIS")

The FMIS is in the preliminary phase of development and consists largely of an Excel spreadsheet. It is located in the PRC. The FMIS information is contained on certain of SFC's servers which as is described above, will be backed up and provided to third party service providers to be named by the Class Action Parties and acceptable to SFC.

4. Paper Documents

All potentially relevant paper documents in SFC's possession in Hong Kong, the PRC and Canada have been identified. Bennett Jones has commenced the process of securing and scanning such documents to ensure that they will be available to the Class Action Parties.

The definition of relevance used to assess relevance is expansive and consistent with the memorandum regarding same provided by the Class Action Parties. Given that all records of SFC will transfer to Newco upon Plan Implementation, to the extent that Newco wishes to keep relevant paper documents, scanned copies of such documents will be saved to hard drives and provided to a third party service provider to be named by the Class Action Parties and acceptable to SFC. SFC anticipates that all paper documents will be retained by Newco and is proceeding on the basis that all potentially relevant paper documents will be scanned and saved to hard drives.

TAB F

THIS IS EXHIBIT "F" TO
THE AFFIDAVIT OF JONATHAN BELL
SWORN JANUARY 14, 2013

A handwritten signature in cursive script, appearing to read "A. M. Guehlan", written over a horizontal line.

A Commissioner, etc.

Amanda McLachlan

From: Daniel Bach [daniel.bach@siskinds.com]
Sent: 11 January 2013 4:18 PM
To: 'O'Neill, Brendan'; Jonathan Bell; 'Shara N. Roy'; 'derrick.tay@gowlings.com'; 'jennifer.stam@gowlings.com'; Michael G. Robb; 'Garth Myers'; 'Jonathan Ptak'; Serge Kalloghlian; 'Peter J. Osborne'; 'Peter Griffin'; 'Fabello, John'; 'Gray, Andrew'; 'kdekker@agmlawyers.com'; 'greg.watson@fticonsulting.com'; 'Jodi.porepa@fticonsulting.com'
Cc: Rob Staley; Kevin Zych; Gary Solway; Raj Sahni
Subject: RE: Sino-Forest - Document Preservation
Attachments: DOCSLIB-#1998954-v2-Sino_-_Document_Protocol_Draft.DOCX; Sino_Relevance - Document Protocol_2634047.docx

All –

I attach an updated document retention protocol for your review which reflects our collective efforts (Underwriters and Plaintiffs). You will see that the relevance definition is now an attachment, it is attached (to this email as well) in the form last circulated.

Please note that this version is still subject to review, comment and approval by our clients and the rest of our teams.

Best,

Daniel

From: O'Neill, Brendan [mailto:boneill@goodmans.ca]
Sent: Tuesday, January 08, 2013 2:52 PM
To: 'Jonathan Bell'; 'Shara N. Roy'; 'derrick.tay@gowlings.com'; 'jennifer.stam@gowlings.com'; Michael G. Robb; 'Garth Myers'; 'Jonathan Ptak'; Serge Kalloghlian; 'Peter J. Osborne'; 'Peter Griffin'; 'Linda Fuerst'; 'Fabello, John'; 'Gray, Andrew'; 'kdekker@agmlawyers.com'; Daniel Bach; 'greg.watson@fticonsulting.com'; 'Jodi.porepa@fticonsulting.com'
Cc: Rob Staley; Kevin Zych; Gary Solway; Raj Sahni
Subject: RE: Sino-Forest - Document Preservation

Jonathan,

Thanks for circulating. One further comment from Newco is shown on page 2 here.

Brendan

From: Jonathan Bell [mailto:BelJ@bennettjones.com]
Sent: Monday, January 07, 2013 7:39 PM
To: Jonathan Bell; 'Shara N. Roy'; O'Neill, Brendan; 'derrick.tay@gowlings.com'; 'jennifer.stam@gowlings.com'; 'Michael G. Robb'; 'Garth Myers'; 'Jonathan Ptak'; 'Serge Kalloghlian'; 'Peter J. Osborne'; 'Peter Griffin'; 'Linda Fuerst'; 'Fabello, John'; 'Gray, Andrew'; 'kdekker@agmlawyers.com'; 'Daniel Bach'; 'greg.watson@fticonsulting.com'; 'Jodi.porepa@fticonsulting.com'
Cc: Rob Staley; Kevin Zych; Gary Solway; Raj Sahni
Subject: RE: Sino-Forest - Document Preservation

All,

Please find attached an updated document retention protocol for your review and comment as well as a blackline to the previous version circulated. This protocol has not been signed off on by any of the parties and is circulated to expedite

the discussion. On that note, are the parties available for a call on Wednesday morning to discuss the protocol? We would suggest 8:30 a.m. if that works for people. Let us know and we will circulate a bridge. 281


Thanks,
Jon

From: Jonathan Bell
Sent: 04 January 2013 5:05 PM
To: 'Shara N. Roy'; Brendan O'Neill; derrick.tay@gowlings.com; jennifer.stam@gowlings.com; Michael G. Robb; 'Garth Myers'; 'Jonathan Ptak'; Serge Kalloghlian; Peter J. Osborne; Peter Griffin; Linda Fuerst; 'Fabello, John'; 'Gray, Andrew'; 'kdekker@agmlawyers.com'; Daniel Bach; greg.watson@fticonsulting.com; Jodi.porepa@fticonsulting.com
Cc: Rob Staley; Kevin Zych; Gary Solway; Raj Sahni
Subject: RE: Sino-Forest - Document Preservation

Thanks Shara. The description of relevance in your collective document is consistent with the expansive definition of relevance that we have been using in assessing the documents.

We have attached SFC's proposed document retention protocol for the parties' review and comment. This protocol reflects the parties' stated objective at our last meeting of ensuring that all relevant documents are retained while avoiding unnecessary processing costs that may ultimately prove unnecessary should the class action disputes ultimately settle.

Please let us know if you have any questions regarding the attached.

 Jonathan Bell
Litigation Associate, Bennett Jones LLP
3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4
P. 416 777 6511 | F. 416 863 1716
E. bellj@bennettjones.com

Plug into [Bennett Jones](#)
Plug into my [bio](#)

From: Shara N. Roy [<mailto:sroy@litigate.com>]
Sent: 03 January 2013 4:22 PM
To: Jonathan Bell; Rob Staley
Cc: Brendan O'Neill; derrick.tay@gowlings.com; jennifer.stam@gowlings.com; Michael G. Robb; 'Garth Myers'; 'Jonathan Ptak'; Serge Kalloghlian; Peter J. Osborne; Peter Griffin; Linda Fuerst; 'Fabello, John'; 'Gray, Andrew'; 'kdekker@agmlawyers.com'; Daniel Bach
Subject: Sino-Forest - Document Preservation

Following on from our meeting regarding Sino-Forest's documents, we attach a copy of our collective effort (EY, BDO, Underwriters and Plaintiffs) to define documents that may be relevant to the various proceedings and should be preserved. We understand that the Company will be circulating a broader protocol dealing with document preservation, incorporating the relevancy definition. Please circulate a draft as soon as possible, as we understand that the Company is moving ahead with a Plan Implementation Date of January 15, 2013.

Please note that the document does not represent and should not be taken as an admission by any party of relevance or any waiver of privilege (or otherwise) in respect of any documents that may be captured by this definition. It is simply an attempt to gather documents for preservation at this time. All other matters relating to production of these documents are to be dealt with in the finalized protocol or by order of the Court.

Shara N. Roy
 T 416-865-2942
 F 416-865-3973
sroy@litigate.com

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 Suite 2600
 Toronto, ON
 Canada M5H 3P5
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Daniel Bach

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DOCUMENT RETENTION PROTOCOL

The following protocol (the “Protocol”) outlines how Sino-Forest Corporation (“SFC”) proposes to retain documents relevant to the Class Actions (as defined in the Sanction Order dated December 10, 2012 (the “Sanction Order”)) in accordance with the Sanction Order.

Any capitalized undefined terms in this Protocol are as defined in the Sanction Order.

A. General

The document retention obligation. Paragraph 52 of the Sanction Order provides that SFC shall:

- (i) preserve or cause to be preserved copies of any documents (as such term is defined in the *Rules of Civil Procedure* (Ontario)) that are relevant to the issues raised in the Class Actions; and
- (ii) make arrangements acceptable to SFC, the Monitor, the Initial Consenting Noteholders, counsel to Ontario Class Action Plaintiffs, counsel to Ernst & Young, counsel to the Underwriters and counsel to the Named Third Party Defendants to provide the parties to the Class Actions with access thereto, subject to customary commercial confidentiality, privilege or other applicable restrictions, including lawyer-client privilege, work product privilege and other privileges or immunities, and to restrictions on disclosure arising from s. 16 of the *Securities Act* (Ontario) and comparable restrictions on disclosure in other relevant jurisdictions, for purposes of prosecuting and/or defending the Class Actions, as the case may be, provided that nothing in the foregoing reduces or otherwise limits the parties’ rights to production and discovery in accordance with the *Rules of Civil Procedure* (Ontario) and the *Class Proceedings Act, 1992* (Ontario).

The Protocol establishes the necessary processes that need to be undertaken in compliance with Paragraph 52 of the Sanction Order.

Compliance with paragraph 52 of the Sanction Order. Best efforts have been made to identify and retain the documents captured by Paragraph 52(i) of the Sanction Order (the “Documents”), and those Documents are described below in Part B of the Protocol.

The Documents will be provided to third party service providers (one in Canada and one in the PRC) acceptable to SFC and chosen by the Underwriters and the Ontario Class Action Plaintiffs and the plaintiffs in the class proceeding in the Province of Quebec Superior Court styled as *Guining Liu v. Sino-Forest Corporation, et al.*, File No. 200-06-000132-111 (together, the “Class Action Plaintiffs”) (collectively, the “Class Action Parties”, which term does not include in this Protocol any other Class Action litigant) prior to or immediately following Plan Implementation, namely:

- (a) Wortzman Nickel LLP, and any third party service providers retained by Wortzman Nickel (“Wortzman Nickel”) (in Canada);

- (b) TransAsia Lawyers, and any third party service providers retained by TransAsia Lawyers (“TransAsia”) (in the PRC);
- (c) or such other service providers as the Class Action Parties may agree.

Access to Documents to the Named Directors and Officers. The Class Action Parties agree to make the Documents provided pursuant to this Protocol available to the Named Directors and Officers, subject to the terms of this Protocol.

User-pay System. The costs of maintaining custody of the Documents and any future access to the Documents (including processing the Documents) will be addressed pursuant to a “user-pay” system, the terms of which are to be negotiated by the Underwriters and the Class Action Plaintiffs (the “User-pay System”).

This Protocol and the User-pay System shall be binding on any other person that wishes to seek access to the Documents (including the Named Officers and Directors), except as provided in the next section of Part A below under the heading “Access by Newco and the Monitor”.

The User-pay System shall include the terms on which the Class Action Parties, or other parties who agree to participate in the system, may access the Documents and bear the costs associated with custody and access and shall include the following terms:

- the participants in the User-pay System shall be given notice of any material expense prior to that expense being accrued;
- except as set out in this Protocol, no access to the Documents shall be permitted unless agreed to by the Class Action Parties or ordered by the court;
- the deemed undertaking rule applies to the Documents and they shall be used only for the purposes of the Class Action and the currently pending proceeding before Ontario Securities Commission against Ernst & Young, subject to an order from the court;
- the costs of custody and access to the Documents shall initially be borne equally by the Class Action Parties;
- any party who subsequently obtains access to the Documents will (i) be required to pay their proportionate share of all costs incurred to date by the Class Action Parties (i.e. their share of the costs had they been party to the User-Pays System from its inception) and (ii) agree to pay their proportionate share of costs from the date that they are granted access; and
- costs in respect of any subsequent access to the Documents are to be allocated on the basis of equal shares paid by each group of parties represented by the same counsel (i.e., the Class Action Plaintiffs pay one share, the Underwriters pay one share, the Named Directors and Officers pay one share each, BDO pays one share, Ernst & Young pays one share, etc.).

Access by Newco and the Monitor. SFC and the Class Action Parties acknowledge and agree that the Monitor and Newco may require access or copies of certain of the Documents retained pursuant to this Protocol. To the extent that access to Documents is required (i) for the operation of Newco's business, or (ii) the fulfillment of any legal obligation of the Monitor, then Newco and the Monitor shall be entitled to obtain such Documents without participating in the User-pay System, subject to the payment by them of any costs directly associated with accessing Documents for these purposes.

Privilege issues. The Class Action Parties (and any other party who accesses Documents under this Protocol) agree that they will not access or use any of the information contained in the Documents described below in Part B until such Documents and data have been cleansed of any Documents over which SFC, the former members of the Independent Committee of the Board of Directors of SFC (the "IC") or any other interested party, including any of the Named Directors and Officers, have proven claims of privilege. The costs of any privilege review will be absorbed by those parties that wish to assert privilege.

Any party that wished to assert privilege shall do so within six months of the Plan Implementation Date. For greater certainty, any party that does not assert privilege prior to that date shall irrevocably waive privilege over any Documents described below in Part B.

If any Documents over which SFC, the former members of the IC or any other third party wish have a valid claim of privilege are inadvertently disclosed, the Class Action Parties (and any other party to whom access to the Documents is made available under this Protocol) agree that no waiver of privilege is intended and they will not rely upon such Documents and will destroy all paper and electronic copies of any such privileged Documents upon being informed of the inadvertent disclosure.

Nothing in this Protocol shall be construed as creating or maintaining, or admitting the existence of, any privilege relating to any document or data by any person or entity.

Dispute resolution. Any disputes regarding the interpretation or implementation of this Protocol, including, without limitation, disputes regarding access to Documents, costs and privilege, shall be resolved by the judge case managing the class action in Ontario.

B. Arrangements for Providing Documents to the Third-Party Service Providers

1. SFC's Servers

SFC has servers in Hong Kong and the PRC. SFC will back-up all servers containing emails and business data to back-up tapes that will be handed over to third party service providers to be named by the Class Action Parties. Certain of these tapes may need to be kept in the PRC on account of restrictions placed on exporting certain data from the PRC.

2. Protocol for Pre-existing Electronic Databases

This is an outline of how SFC will deal with its pre-existing databases. Newco does not wish to maintain the below databases following Plan Implementation and the reasonable costs for access to the databases will be absorbed by those Class Action Parties that wish to access the data.

a. The OSC Production Database

Bennett Jones has an i-connect database of documents stored with Commonwealth which is composed of all of the documents obtained from the computers and phones of 19 custodians that PricewaterhouseCoopers (“PwC”) imaged in June and July 2011. The 19 custodians were determined by the OSC. SFC will make all of the non-privileged documents available to the Class Action Parties in the format that the Class Action Parties desire and provide them to the third-party service providers.

b. The Mediation Database

As the parties are aware, SFC maintains a database that was designed to facilitate the mediation. It is hosted by Merrill Corporation. Arrangements will be made to provide for the contents of the database to be transferred to a third party selected by the Class Action Parties before the database hosting contract with Merrill is terminated.

3. Other Electronic Documents

a. Other Custodians’ Imaged Hard Drives

PwC imaged approximately 120 users’ computers in June and July 2011 (of which the 19 OSC custodians are a subset). These imaged hard drives are currently stored in a fire proof safe in Bennett Jones’ Toronto office. Newco does not wish to maintain these imaged hard drives and they will be provided to a third party service provider to be named by the Class Action Parties.

b. Original Back-Up Computer Tapes

FTI Hong Kong is in possession of 27 original computer tapes from the years 2008 to 2011. Newco does not wish to maintain these tapes and they will be provided to third party service providers to be named by the Class Action Parties.

c. Previous Databases

An electronic database was established for the Underwriters for the last note offering. Another electronic database was established for the IC advisors to conduct their investigation.

While these databases are no longer active, a CD has been made of the contents of the databases. A copy of the CD will be provided to a third party service provider to be named by the Class Action Parties.

d. Certain Smart Phones

PwC obtained the smart phones of certain members of the SFC former management group in August 2011. Bennett Jones has confirmed that data was harvested from the phones and that the

data is currently being stored in the Bennett Jones safe. This data will be provided to a third party service provider to be named by the Class Action Parties.

e. Yosanda Chiang's Computer

The hard drive belonging to Yosanda Chiang was imaged by FTI in May 2012. The tape containing this information is located at FTI Hong Kong. No further computer images have been taken since July 2011. It should be noted that Ms. Chiang's computer was imaged in June 2011 and the contents of that imaging is contained in the Bennett Jones' OSC production database described above.

Newco does not wish to maintain the tape and it will be provided to a third party service provider to be named by the Class Action Parties.

f. Board Minutes

Bennett Jones has electronic copies of the minutes of SFC's Board and Board Committee meetings from 2004 through May 2011 and these minutes will be provided to a third party service provider to be named by the Class Action Parties. The minutes will be redacted for SFC's privilege only before they are provided to the third party service provider. Bennett Jones shall maintain, at no cost, unredacted copies of the minutes and shall make the same available to the Class Action Parties to the extent any privilege asserted is found invalid or otherwise inapplicable by the judge case managing the class action in Ontario.

g. The Forestry Management Information System ("FMIS")

The FMIS is in the preliminary phase of development and consists largely of an Excel spreadsheet. It is located in the PRC. The FMIS information is contained on certain of SFC's servers which as is described above, will be backed up and provided to third party service providers to be named by the Class Action Parties.

4. Paper Documents

All potentially relevant paper documents in SFC's possession in Hong Kong, the PRC and Canada have been identified. Bennett Jones has commenced the process of securing and scanning such documents to ensure that they will be available to the Class Action Parties.

The definition of relevance used to assess relevance is expansive and consistent with the memorandum regarding same provided by the Class Action Parties, attached hereto as Schedule "A." Given that all records of SFC will transfer to Newco upon Plan Implementation, to the extent that Newco wishes to keep relevant paper documents, scanned copies of such documents will be saved to hard drives and provided to a third party service provider to be named by the Class Action Parties. SFC anticipates that all paper documents will be retained by Newco and is proceeding on the basis that all potentially relevant paper documents will be scanned and saved to hard drives.

Relevant Document means any document, in physical or electronic form as defined in the *Rules of Civil Procedure* and including, without limitation, books, contracts, letters, telegrams, statements, records, bills, notes, securities, vouchers, reports, drawings, maps, surveys, transcripts, schematics, memoranda, writings of any kind, computer diskettes, CDs, DVDs, USB keys, any information contained on the storage of any electronic device, email, facsimile transmissions, audio recordings, video recordings, photographs and copies and drafts of same:

1. Relating, in any way, the allegations in the outstanding civil proceedings against Sino-Forest Corporation, including:
 - a. The Trustees of The Labourers' Pension Fund of Central and Eastern Canada, et al. v. Sino-Forest Corporation, et al., Ontario Superior Court of Justice, Court File No. CV-11-431153-00CP
 - b. Guining Liu v. Sino-Forest Corporation, et al., Province of Quebec Superior Court, File No. 200-06-000132-111
 - c. David Leopard, et al. v. Allen T.Y. Chan, et al., United States New York Southern District Court, Case Number 1:2012-cv-01726-VM
2. Relating, in any way, to any "Impugned Document" as defined in the Fresh as Amended Statement of Claim in the action bearing Court File No.: CV-11-431153-00CP (the "Action");
3. Relating in any way to the issuance of securities or debt instruments by Sino-Forest Corporation or its subsidiaries;
4. Relating to any application to list securities of the Sino-Forest Corporation or its subsidiaries on any exchange, including records reflecting all information provided to any exchange in connection with any listing or contemplated listing;
5. All communications with any exchange upon which Sino-Forest Corporation or its subsidiaries securities were listed;
6. Reflecting meetings and the work of the board of directors and all committees of the board, including the audit committee;
7. Relating in any way to the allegations contained in the OSC Statements of Allegations against Sino-Forest Corporation (and others) and against Ernst & Young LLP;
8. Sent to, received from, produced by, produced for, concerning or related in any way to:
 - a. Zhanjiang Leizhou Eucalyptus Resources Development Co. Ltd (the purported joint venture between Sino-Wood Partners and the Leizhou Forestry Bureau);
 - b. Shanghai Jin Xiang Timber Ltd.;
 - c. Shanghai Timber Market;
 - d. Gengma Dai and Wa Tribes Autonomous Region Forestry Company Ltd.
 - e. Greenheart Group Limited ("Greenheart");
 - f. Greenheart Resources Holdings Limited;
 - g. Great Sino Holdings Ltd;
 - h. Vista Marine Services NV;
 - i. Jiangxi Zhonggan Industrial Development Company Limited;
 - j. China Square Industrial Limited;
 - k. Homix Limited;
 - l. Jiangsu Dayang Wood Co., Ltd;
 - m. Shaoyang Jiading Wood Products Co. Ltd.;
 - n. Guangzhou Pany Dacheng Wood Co.;

- o. Yunnan Shunxuan Forestry Co. Ltd.;
 - p. Huaihua City Yuda Wood Co. Ltd.;
 - q. General Enterprise Management Services International Limited;
 - r. Kongkou Suanglian Wood Company Limited;
 - s. Jiangxi Tianyao Industrial Co., Ltd.;
 - t. Nanchang Tongdasheng Industry Co., Ltd.;
 - u. Jinan Xinluyuan Economic and Trade Co., Ltd.;
 - v. Dao County Juncheng Forestry Development Co., Ltd.;
 - w. Gengma Dai Wa Autonomous County Forestry Co., Ltd.;
 - x. Huaihua Yuda Wood Co., Ltd.;
 - y. Dongkou Shuanglian Wood Company Limited;
 - z. Jiangxi Senchangtai Forestry Co. Ltd.;
 - aa. Shanghai Bailucheng Trading Ltd.;
 - bb. Shenzhen Jingyingcai Trading Ltd.;
 - cc. Guangxi Dacheng Timber Co. Ltd.;
 - dd. Guangxi Hezhou City Yuangao Forestry Development Co. Ltd.;
 - ee. Gaoyao City Xinqi Forestry Development Co., Ltd.;
 - ff. Guangxi Rongshui Meishan Wood Products Factory;
 - gg. Guangxi Pingle Haosen Forestry Development Co., Ltd.;
 - hh. Guangxi Hezhou City Kun'an Forestry Co., Ltd.;
 - ii. Jinan Feilin Wood Ltd.;
 - jj. Shuifenghe Longtai Trading Ltd.;
 - kk. Heilongjiang Xinlihua Trading Ltd.; and
 - ll. Heilongjiang Jingtalong Import Export Ltd.;
 - mm. Any suppliers of Sino Forest;
 - nn. Any "authorized intermediary" as that term is employed by the Independent Committee of Sino-Forest ("IC");
 - oo. Any BVI entity; or
 - pp. Any purchasers, or purported purchasers, of timber or any wood product from Sino-Forest or its subsidiaries;
9. Relating, in any way, to the purchase, sale, lease or any other transaction, of any sort, connected in any way to timber, standing timber, wood logs, trees, wood fibre, wood products or land, including, without limitation:
- a. The purchase, acquisition, lease, or sale of any forestry assets in Yunnan Province;
 - b. The purchase, acquisition, lease, or sale of any forestry assets in Jiangxi Province;
 - c. The purchase, acquisition, lease, or sale of any forestry assets in Hunan Province;
 - or
 - d. The purchase, acquisition, lease, or sale of any forestry assets in Republic of Suriname;
10. Sent to, received from, produced by, produced for, concerning or related in any way to:
- a. Allen Chan;
 - b. Kai Kit Poon;
 - c. David Horsley;
 - d. William Ardell;
 - e. James Bowland;
 - f. James Hyde;
 - g. Edmund Mak;

- h. W. Judson Martin;
 - i. Simon Murray;
 - j. Peter Wang;
 - k. Garry West;
 - l. Albert Ip;
 - m. Alfred C.T. Hung;
 - n. George Ho;
 - o. Simon Yeung;
 - p. Lam Hong Chiu;
 - q. Hua Chen;
 - r. Mr. Liang (based in Heyuan Guangdong, Deputy GM responsible for Heyuan plantations, previously with forestry bureau; studied at Yangdongxian Dangxiao);
or
 - s. Mr. Xie (based in Hunan, Plantation controller, graduated from Hunan Agricultural University, previously Assistant Manager of state-owned farm trees in Hunan);
11. Relating, in any way, to the existence or ownership of forestry assets including, without limitation:
- a. Any forestry bureau or government official with which Sino-Forest, any of its subsidiaries or any of its officers, directors or employees had any contact whatsoever;
 - b. Confirmation letters issued by forestry bureaus;
 - c. Farmers' Authorization Letters;
 - d. Timber Survey Reports; or
 - e. Plantation rights certificates;
12. Related to the quarterly and year-end audit work done in respect of Sino-Forest Corporation or its subsidiaries, including but not limited to any records of communications or meetings with the auditors, any Poyry entity.
13. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to, any audit of Sino-Forest or its subsidiaries or other work performed by:
- a. Ernst & Young LLP;
 - b. BDO Limited;
 - c. Arthur Andersen LLP; or
 - d. BDO McCabe Lo Limited;
14. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to underwriting or investment banking services to Sino-Forest or its subsidiaries, including, without limitation:
- a. Credit Suisse Securities (Canada), Inc.;
 - b. TD Securities Inc.;
 - c. Dundee Securities Corporation;
 - d. RBC Dominion Securities Inc.;
 - e. Scotia Capital Inc.;
 - f. CIBC World Markets Inc.;
 - g. Merrill Lynch Canada Inc.;
 - h. Canaccord Financial Ltd.;
 - i. Maison Placements Canada Inc.;

- j. Credit Suisse Securities (USA) LLC;
 - k. Merrill Lynch, Pierce, Fenner & Smith Incorporated; or
 - l. Banc of America Securities LLC
15. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to valuation services to Sino-Forest or its subsidiaries, including, without limitation any Poyry entity.
 16. Any document relating in any way to the book, records, journals, ledgers and financial statements of Sino-Forest or its subsidiaries, including documents underpinning any facts or figures therein, including, without limitation:
 - a. Tax liabilities related to Sino's operations;
 - b. Documents underpinning Sino's cash flow statements; or
 - c. Evidencing any "representation from management";
 17. Provided to, requested by, reviewed by, produced by, received from or related in any way to:
 - a. The IC;
 - b. The Ontario Securities Commission or any other securities regulator anywhere in the world;
 - c. The Royal Canadian Mounted Police or any law enforcement agency anywhere in the world;
 - d. Any governmental body of any sort or level of government in the People's Republic of China;
 18. Relating to or discussing Muddy Waters Research;
 19. Legal opinions relating in any way to:
 - a. Taxation and tax liabilities, anywhere in the world;
 - b. Conducting 'business activities' in China;
 - c. Timber, trees, wood fibre, wood products or land, including ownership of forestry assets;
 - d. Distribution of securities or debt instruments;
 - e. Listing of securities or debt instruments on any exchange;
 - f. BVI entities and the BVI subsidiary structure;
 - g. WFOE entities;
 - h. "Onshoring" of revenue; and
 - i. Audit work for Sino-Forest or its subsidiaries.
 20. Relating in any way to communications with any security holder, former security holder or potential security holder of Sino-Forest or its subsidiaries;
 21. Any securities, of any sort, issued to any defendant in the Action, including, without limitation options of Greenheart granted to Chan, Martin and Murray;
 22. Referred to at, resulting from or in any way related to the April 9, 2010 meeting between Allen Chan, Thomas Maradin, Alfred Hung, Eric Chan, David Horsley, Doug Parsonson, Steve Croskery, Rudolph van Rensburg, Josephine Man, Graham Robertson, Fred Clifford, Ron Patrickson and L. Langel; or
 23. Drafts or prior versions of any sort of any document listed above.

Where an entity is referred to above, that reference includes any employee, partner, agent, subsidiary, parent organization or other person or entity related in any way to it.

TAB G

THIS IS EXHIBIT "G" TO
THE AFFIDAVIT OF JONATHAN BELL
SWORN JANUARY 14, 2013

A handwritten signature in cursive script, appearing to read "A Maedlen", is written over a horizontal line.

A Commissioner, etc.

DOCUMENT RETENTION PROTOCOL

The following protocol (the "Protocol") outlines how Sino-Forest Corporation ("SFC") proposes to retain documents relevant to the Class Actions (as defined in the Sanction Order dated December 10, 2012 (the "Sanction Order")) in accordance with the Sanction Order.

Any capitalized undefined terms in this Protocol are as defined in the Sanction Order.

A. General

The document retention obligation. Paragraph 52 of the Sanction Order provides that SFC shall:

(i) preserve or cause to be preserved copies of any documents (as such term is defined in the *Rules of Civil Procedure* (Ontario)) that are relevant to the issues raised in the Class Actions; and

(ii) make arrangements acceptable to SFC, the Monitor, the Initial Consenting Noteholders, counsel to Ontario Class Action Plaintiffs, counsel to Ernst & Young, counsel to the Underwriters and counsel to the Named Third Party Defendants to provide the parties to the Class Actions with access thereto, subject to customary commercial confidentiality, privilege or other applicable restrictions, including lawyer-client privilege, work product privilege and other privileges or immunities, and to restrictions on disclosure arising from s. 16 of the *Securities Act* (Ontario) and comparable restrictions on disclosure in other relevant jurisdictions, for purposes of prosecuting and/or defending the Class Actions, as the case may be, provided that nothing in the foregoing reduces or otherwise limits the parties' rights to production and discovery in accordance with the *Rules of Civil Procedure* (Ontario) and the *Class Proceedings Act, 1992* (Ontario).

The following ~~protocol~~ Protocol establishes the necessary processes that need to be undertaken. ~~The parties will need to come to an arrangement on how they wish to implement a "user-pay" system in relation to the documents to be made available under the protocol. It is contemplated that all documents~~ in compliance with Paragraph 52 of the Sanction Order.

Compliance with paragraph 52 of the Sanction Order. Best efforts have been made to identify and retain the documents captured by Paragraph 52(i) of the Sanction Order (the "Documents"), and those Documents are described below in Part B of the Protocol.

The Documents will be provided to third party service providers (one in Canada and one in the PRC ~~as need be~~) acceptable to SFC and chosen by Ernst & Young, the Underwriters, and the Ontario Class Action Plaintiffs and the Named Third Party Defendants (collectively, the "plaintiffs in the class proceeding in the Province of Quebec Superior Court styled as *Guining Liu v. Sino-Forest Corporation, et al.*, File No. 200-06-000132-111 (together, the "Class Action Plaintiffs")) (collectively, the "Class Action Parties", which term does not include in this Protocol any other Class Action litigant) ~~and acceptable to SFC prior to or immediately following Plan Implementation,~~ namely:

- (a) Wortzman Nickel LLP, and any third party service providers retained by Wortzman Nickel (“Wortzman Nickel”) (in Canada);
- (b) TransAsia Lawyers, and any third party service providers retained by TransAsia Lawyers (“TransAsia”) (in the PRC);
- (c) or such other service providers as the Class Action Parties may agree.

The Class Action Parties agree to make the data and information provided pursuant to this protocol available to the Named Directors and Officers. The costs of any future sharing of such information will be addressed pursuant to the “user-pay” system to be negotiated by the parties. *Access to Documents to the Named Directors and Officers.* The Class Action Parties agree to make the Documents provided pursuant to this Protocol available to the Named Directors and Officers, subject to the terms of this Protocol.

User-pay System. The costs of maintaining custody of the Documents and any future access to the Documents (including processing the Documents) will be addressed pursuant to a “user-pay” system, the terms of which are to be negotiated by the Underwriters and the Class Action Plaintiffs (the “User-pay System”).

This Protocol and the User-pay System shall be binding on any other person that wishes to seek access to the Documents (including the Named Officers and Directors), except as provided in the next section of Part A below under the heading “Access by Newco and the Monitor”.

The User-pay System shall include the terms on which the Class Action Parties, or other parties who agree to participate in the system, may access the Documents and bear the costs associated with custody and access and shall include the following terms:

- the participants in the User-pay System shall be given notice of any material expense prior to that expense being accrued;
- except as set out in this Protocol, no access to the Documents shall be permitted unless agreed to by the Class Action Parties or ordered by the court;
- the deemed undertaking rule applies to the Documents and they shall be used only for the purposes of the Class Action and the currently pending proceeding before Ontario Securities Commission against Ernst & Young, subject to an order from the court;
- the costs of custody and access to the Documents shall initially be borne equally by the Class Action Parties;
- any party who subsequently obtains access to the Documents will (i) be required to pay their proportionate share of all costs incurred to date by the Class Action Parties (i.e. their share of the costs had they been party to the User-Pays System from its inception) and (ii) agree to pay their proportionate share of costs from the date that they are granted access; and

- costs in respect of any subsequent access to the Documents are to be allocated on the basis of equal shares paid by each group of parties represented by the same counsel (i.e., the Class Action Plaintiffs pay one share, the Underwriters pay one share, the Named Directors and Officers pay one share each, BDO pays one share, Ernst & Young pays one share, etc.).

Access by Newco and the Monitor. SFC and the Class Action Parties acknowledge and agree that the Monitor, and Newco and the Litigation Trustee may require access or copies of certain of the eDocuments retained pursuant to this protocol. ~~The Monitor, Newco and the Litigation Trustee~~ Protocol. To the extent that access to Documents is required (i) for the operation of Newco's business, or (ii) the fulfillment of any legal obligation of the Monitor, then Newco and the Monitor shall be entitled to obtain such eDocuments without participating in the "user-pay" system to be established by the Class Action Parties System, subject to the payment by them of any costs directly associated with accessing Documents for these purposes.

Privilege issues. The Class Action Parties (and any other party to whom data and information is made available who accesses Documents under this Protocol) agree that they will not access or use any of the information contained in the ~~documents and data~~ Documents described below in Part B until such eDocuments and data have been cleansed of any eDocuments over which SFC, the former members of the Independent Committee of the Board of Directors of SFC (the "IC") or any other interested party, including any of the Named Directors and Officers, ~~may wish to~~ assert privilege. Privileged documents will be identified by the running of search terms and search parameters that will be provided by counsel to SFC, counsel to the former members of the IC or any other relevant interested party. The reasonable have proven claims of privilege. The costs of this any privilege review will be absorbed by those parties that wish to access the data assert privilege.

Any party that wished to assert privilege shall do so within six months of the Plan Implementation Date. For greater certainty, any party that does not assert privilege prior to that date shall irrevocably waive privilege over any Documents described below in Part B.

If any eDocuments over which SFC, the former members of the IC or any other third party wish to ~~assert~~ have a valid claim of privilege are inadvertently disclosed, the Class Action Plaintiffs (and any other party to whom data and information access to the Documents is made available under this Protocol) agree that no waiver of privilege is intended and they will not rely upon such eDocuments and will destroy all paper and electronic copies of any such privileged eDocuments upon being informed of the inadvertent disclosure.

Nothing in this Protocol shall be construed as creating or maintaining, or admitting the existence of, any privilege relating to any document or data by any person or entity.

Dispute resolution. Any disputes regarding the interpretation or implementation of this Protocol, including, without limitation, disputes regarding access to Documents, costs and privilege, shall be resolved by the judge case managing the class action in Ontario.

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2. Protocol for Pre-existing Electronic Databases

This is an outline of how SFC ~~proposes to~~will deal with its pre-existing databases. Newco does not wish to maintain the below databases following Plan Implementation and the reasonable costs for access to the databases will be absorbed by those Class Action Parties that wish to access the data.

a. The OSC Production Database

Bennett Jones has an i-connect database of documents stored with Commonwealth which is composed of all of the documents obtained from the computers and phones of 19 custodians that PricewaterhouseCoopers ("PwC") imaged in June and July 2011. The 19 custodians were determined by the OSC. SFC ~~proposes to~~will make all of the non-privileged documents available to the Class Action Parties in the format that the Class Action Parties desire. ~~One possible solution is that Commonwealth could transfer all of the non-privileged documents to a database that all of the Class Action Parties could then access, and provide them to the third-party service providers.~~

b. The Mediation Database

As the parties are aware, SFC maintains a database that was designed to facilitate the mediation. It is hosted by Merrill Corporation. Arrangements ~~could~~will be made to provide for the contents of the database to be transferred to a third party selected by the Class Action Parties before the database hosting contract with Merrill is terminated.

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While these databases are no longer active, a CD has been made of the contents of the databases. A copy of the CD will be provided to a third party service provider to be named by the Class Action Parties ~~and acceptable to SFC.~~

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The FMIS is in the preliminary phase of development and consists largely of an Excel spreadsheet. It is located in the PRC. The FMIS information is contained on certain of SFC's servers which as is described above, will be backed up and provided to third party service providers to be named by the Class Action Parties ~~and acceptable to SFC.~~

4. Paper Documents

All potentially relevant paper documents in SFC's possession in Hong Kong, the PRC and Canada have been identified. Bennett Jones has commenced the process of securing and scanning such documents to ensure that they will be available to the Class Action Parties.

The definition of relevance used to assess relevance is expansive and consistent with the memorandum regarding same provided by the Class Action Parties, attached hereto as Schedule "A." Given that all records of SFC will transfer to Newco upon Plan Implementation, to the extent that Newco wishes to keep relevant paper documents, scanned copies of such documents will be saved to hard drives and provided to a third party service provider to be named by the Class Action Parties and acceptable to SFC. SFC anticipates that all paper documents will be retained by Newco and is proceeding on the basis that all potentially relevant paper documents will be scanned and saved to hard drives.

Document comparison by Workshare Professional on 11 January 2013 4:30:58 PM

Input:	
Document 1 ID	interwovenSite://bjdocs/WSLegal/8510244/1
Description	#8510244v1<WSLegal> - Document Retention Protocol (January 7)
Document 2 ID	interwovenSite://bjdocs/WSLegal/8539057/1
Description	#8539057v1<WSLegal> - Document Retention Protocol - Plaintiffs' version
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	99
Deletions	68
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	167

TAB H

THIS IS EXHIBIT "H" TO
THE AFFIDAVIT OF JONATHAN BELL

SWORN JANUARY 14, 2013

A handwritten signature in cursive script, appearing to read "A. M. Gachlan", written over a horizontal line.

A Commissioner, etc.

Robert W. Staley
Direct Line: 416.777.4857
e-mail: staley@bennettjones.com
Our File No.: 59250.8

January 12, 2013

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John Fabello
Andrew Gray
Torys LLP
79 Wellington Street West, Suite 3000
Box 270, TD Centre
Toronto, Ontario
M5K 1N2

Dear Counsel,

Re: Sino-Forest Corporation ("Sino-Forest") CCAA

Under paragraph 52 of the Plan Implementation Order Sino-Forest is required to preserve documents relevant to issues raised in the class actions and to undertake arrangements to make those documents available to parties to the class actions.

On January 3, 2013, Ms. Roy, on behalf of Ernst & Young, BDO, the Underwriters and the Ontario Class Action Plaintiffs, provided a Word document identifying matters that those parties consider

relevant to issues raised in the class actions. A copy of that document is attached. Steps are being taken to ensure that electronic and paper documents of Sino-Forest, corresponding to the proposed scope of relevance document, are secured outside of the company's premises prior to Plan implementation. This work is almost completed, and most of the documents are in our firm's possession. This work will be completed prior to Plan implementation, which is currently scheduled to occur on January 17, 2013.

Yesterday afternoon we received from Mr. Bach a revised document retention protocol. As discussed yesterday afternoon with Mr. Bach and Mr. Gray, the revised protocol is unacceptable to Sino-Forest. As of Plan implementation almost all of Sino-Forest's documents will be stored on electronic media. The vast majority of those documents will be represented by imaged hard drives and computer back-up tapes, both of which can be extracted for review and processing only at considerable cost. While one defendant to the class actions has advanced privilege claims over some electronic media, the most significant privilege claims belong to Sino-Forest and the Independent Committee of its Board of Directors. In substance, the revised protocol imposes on privilege claimants the cost of extracting and processing the electronic documents, and requires them to do so within six months of Plan implementation, in circumstances where neither Sino-Forest nor its Independent Committee are funded to undertake this exercise.

Following Plan implementation Sino-Forest will continue to be a defendant in class actions. Sino-Forest continues to be insured in connection with the defence of those actions, funded to make production in the ordinary course of that litigation. The Monitor has agreed that Bennett Jones, as counsel appointed and funded by the insurer, will continue as counsel to Sino-Forest following Plan implementation to defend the class actions. It is proposed that Bennett Jones take possession of the documents and hold them as counsel for Sino-Forest. Sino-Forest will then make production of documents as part of the normal production and discovery process in any relevant class action.

To be clear, the Monitor and Sino-Forest estate will not be responsible for the implementation of the protocol, nor for any costs associated with the protocol. In the event that Bennett Jones ceases to be counsel for Sino-Forest in the class actions, or is no longer funded by insurance, Bennett Jones will bring a motion to the CCAA court to seek directions concerning the prospective custody of and access to the documents.

Please advise forthwith if these arrangements are acceptable. We have obtained time with Justice Morawetz on Tuesday January 15, 2013 to resolve the matter either on consent or on a contested basis. We will serve motion materials on Monday if we are unable to reach an agreement in the interim.

Yours truly,



Robert W. Staley

RWS/jm
Enclosure

cc: G. Watson, FTI Consulting
J. Porepa, FTI Consulting
D. Tay, Gowlings
J. Stam, Gowling

WSLegat059250\00008\8538355v1

Relevant Document means any document, in physical or electronic form as defined in the *Rules of Civil Procedure* and including, without limitation, books, contracts, letters, telegrams, statements, records, bills, notes, securities, vouchers, reports, drawings, maps, surveys, transcripts, schematics, memoranda, writings of any kind, computer diskettes, CDs, DVDs, USB keys, any information contained on the storage of any electronic device, email, facsimile transmissions, audio recordings, video recordings, photographs and copies and drafts of same:

1. Relating, in any way, the allegations in the outstanding civil proceedings against Sino-Forest Corporation, including:
 - a. The Trustees of The Labourers' Pension Fund of Central and Eastern Canada, et al. v. Sino-Forest Corporation, et al., Ontario Superior Court of Justice, Court File No. CV-11-431153-00CP
 - b. Guining Liu v. Sino-Forest Corporation, et al., Province of Quebec Superior Court, File No. 200-06-000132-111
 - c. David Leopard, et al. v. Allen T.Y. Chan, et al., United States New York Southern District Court, Case Number 1:2012-cv-01726-VM
2. Relating, in any way, to any "Impugned Document" as defined in the Fresh as Amended Statement of Claim in the action bearing Court File No.: CV-11-431153-00CP (the "Action");
3. Relating in any way to the issuance of securities or debt instruments by Sino-Forest Corporation or its subsidiaries;
4. Relating to any application to list securities of the Sino-Forest Corporation or its subsidiaries on any exchange, including records reflecting all information provided to any exchange in connection with any listing or contemplated listing;
5. All communications with any exchange upon which Sino-Forest Corporation or its subsidiaries securities were listed;
6. Reflecting meetings and the work of the board of directors and all committees of the board, including the audit committee;
7. Relating in any way to the allegations contained in the OSC Statements of Allegations against Sino-Forest Corporation (and others) and against Ernst & Young LLP;
8. Sent to, received from, produced by, produced for, concerning or related in any way to:
 - a. Zhanjiang Leizhou Eucalyptus Resources Development Co. Ltd (the purported joint venture between Sino-Wood Partners and the Leizhou Forestry Bureau);
 - b. Shanghai Jin Xiang Timber Ltd.;
 - c. Shanghai Timber Market;
 - d. Gengma Dai and Wa Tribes Autonomous Region Forestry Company Ltd.

- e. Greenheart Group Limited (“Greenheart”);
 - f. Greenheart Resources Holdings Limited;
 - g. Great Sino Holdings Ltd;
 - h. Vista Marine Services NV;
 - i. Jiangxi Zhonggan Industrial Development Company Limited;
 - j. China Square Industrial Limited;
 - k. Homix Limited;
 - l. Jiangsu Dayang Wood Co., Ltd;
 - m. Shaoyang Jiading Wood Products Co. Ltd.;
 - n. Guangzhou Pany Dacheng Wood Co.;
 - o. Yunnan Shunxuan Forestry Co. Ltd.;
 - p. Huaihua City Yuda Wood Co. Ltd;
 - q. General Enterprise Management Services International Limited;
 - r. Kongkou Suanglian Wood Company Limited;
 - s. Jiangxi Tianyao Industrial Co., Ltd.;
 - t. Nanchang Tongdasheng Industry Co., Ltd.;
 - u. Jinan Xinluyuan Economic and Trade Co., Ltd.;
 - v. Dao County Juncheng Forestry Development Co., Ltd.;
 - w. Gengma Dai Wa Autonomous County Forestry Co., Ltd.;
 - x. Huaihua Yuda Wood Co., Ltd.;
 - y. Dongkou Shuanglian Wood Company Limited;
 - z. Jiangxi Senchangtai Forestry Co. Ltd.;
 - aa. Shanghai Bailucheng Trading Ltd.;
 - bb. Shenzhen Jingyingcai Trading Ltd.;
 - cc. Guangxi Dacheng Timber Co. Ltd.;
 - dd. Guangxi Hezhou City Yuangao Forestry Development Co. Ltd;
 - ee. Gaoyao City Xinqi Forestry Development Co., Ltd.;
 - ff. Guangxi Rongshui Meishan Wood Products Factory;
 - gg. Guangxi Pingle Haosen Forestry Development Co., Ltd.;
 - hh. Guangxi Hezhou City Kun’an Forestry Co., Ltd.;
 - ii. Jinan Feilin Wood Ltd.;
 - jj. Shuifenghe Longtai Trading Ltd.;
 - kk. Heilongjiang Xinlihua Trading Ltd.; and
 - ll. Heilongjiang Jingtalong Import Export Ltd.;
 - mm. Any suppliers of Sino Forest;
 - nn. Any “authorized intermediary” as that term is employed by the Independent Committee of Sino-Forest (“IC”);
 - oo. Any BVI entity; or
 - pp. Any purchasers, or purported purchasers, of timber or any wood product from Sino-Forest or its subsidiaries;
9. Relating, in any way, to the purchase, sale, lease or any other transaction, of any sort, connected in any way to timber, standing timber, wood logs, trees, wood fibre, wood products or land, including, without limitation:

- a. The purchase, acquisition, lease, or sale of any forestry assets in Yunnan Province;
 - b. The purchase, acquisition, lease, or sale of any forestry assets in Jiangxi Province;
 - c. The purchase, acquisition, lease, or sale of any forestry assets in Hunan Province; or
 - d. The purchase, acquisition, lease, or sale of any forestry assets in Republic of Suriname;
10. Sent to, received from, produced by, produced for, concerning or related in any way to:
- a. Allen Chan;
 - b. Kai Kit Poon;
 - c. David Horsley;
 - d. William Ardell;
 - e. James Bowland;
 - f. James Hyde;
 - g. Edmund Mak;
 - h. W. Judson Martin;
 - i. Simon Murray;
 - j. Peter Wang;
 - k. Garry West;
 - l. Albert Ip;
 - m. Alfred C.T. Hung;
 - n. George Ho;
 - o. Simon Yeung;
 - p. Lam Hong Chiu;
 - q. Hua Chen;
 - r. Mr. Liang (based in Heyuan Guangdong, Deputy GM responsible for Heyuan plantations, previously with forestry bureau; studied at Yangdongxian Dangxiao); or
 - s. Mr. Xie (based in Hunan, Plantation controller, graduated from Hunan Agricultural University, previously Assistant Manager of state-owned farm trees in Hunan);
11. Relating, in any way, to the existence or ownership of forestry assets including, without limitation:
- a. Any forestry bureau or government official with which Sino-Forest, any of its subsidiaries or any of its officers, directors or employees had any contact whatsoever;
 - b. Confirmation letters issued by forestry bureaus;
 - c. Farmers' Authorization Letters;
 - d. Timber Survey Reports; or
 - e. Plantation rights certificates;
12. Related to the quarterly and year-end audit work done in respect of Sino-Forest Corporation or its subsidiaries, including but not limited to any records of communications or meetings with the auditors, any Poyry entity.

13. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to, any audit of Sino-Forest or its subsidiaries or other work performed by:
 - a. Ernst & Young LLP;
 - b. BDO Limited;
 - c. Arthur Andersen LLP; or
 - d. BDO McCabe Lo Limited;

14. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to underwriting or investment banking services to Sino-Forest or its subsidiaries, including, without limitation:
 - a. Credit Suisse Securities (Canada), Inc.;
 - b. TD Securities Inc.;
 - c. Dundee Securities Corporation;
 - d. RBC Dominion Securities Inc.;
 - e. Scotia Capital Inc.;
 - f. CIBC World Markets Inc.;
 - g. Merrill Lynch Canada Inc.;
 - h. Canaccord Financial Ltd.;
 - i. Maison Placements Canada Inc.;
 - j. Credit Suisse Securities (USA) LLC;
 - k. Merrill Lynch, Pierce, Fenner & Smith Incorporated; or
 - l. Banc of America Securities LLC

15. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to valuation services to Sino-Forest or its subsidiaries, including, without limitation any Poyry entity.

16. Any document relating in any way to the book, records, journals, ledgers and financial statements of Sino-Forest or its subsidiaries, including documents underpinning any facts or figures therein, including, without limitation:
 - a. Tax liabilities related to Sino's operations;
 - b. Documents underpinning Sino's cash flow statements; or
 - c. Evidencing any "representation from management";

17. Provided to, requested by, reviewed by, produced by, received from or related in any way to:
 - a. The IC;
 - b. The Ontario Securities Commission or any other securities regulator anywhere in the world;
 - c. The Royal Canadian Mounted Police or any law enforcement agency anywhere in the world;

- d. Any governmental body of any sort or level of government in the People's Republic of China;
18. Relating to or discussing Muddy Waters Research;
 19. Legal opinions relating in any way to:
 - a. Taxation and tax liabilities, anywhere in the world;
 - b. Conducting 'business activities' in China;
 - c. Timber, trees, wood fibre, wood products or land, including ownership of forestry assets;
 - d. Distribution of securities or debt instruments;
 - e. Listing of securities or debt instruments on any exchange;
 - f. BVI entities and the BVI subsidiary structure;
 - g. WFOE entities;
 - h. "Onshoring" of revenue; and
 - i. Audit work for Sino-Forest or its subsidiaries.
 20. Relating in any way to communications with any security holder, former security holder or potential security holder of Sino-Forest or its subsidiaries;
 21. Any securities, of any sort, issued to any defendant in the Action, including, without limitation options of Greenheart granted to Chan, Martin and Murray;
 22. Referred to at, resulting from or in any way related to the April 9, 2010 meeting between Allen Chan, Thomas Maradin, Alfred Hung, Eric Chan, David Horsley, Doug Parsonson, Steve Croskery, Rudolph van Rensburg, Josephine Man, Graham Robertson, Fred Clifford, Ron Patrickson and L. Langel; or
 23. Drafts or prior versions of any sort of any document listed above.

Where an entity is referred to above, that reference includes any employee, partner, agent, subsidiary, parent organization or other person or entity related in any way to it.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced in Toronto

**AFFIDAVIT OF JONATHAN BELL
(Sworn January 14, 2013)**

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

Robert W. Staley (LSUC #27115J)
Kevin Zych (LSUC #33129T)
Derek J. Bell (LSUC #43420J)
Jonathan Bell (LSUC #55457P)
Tel: 416-863-1200
Fax: 416-863-1716

Lawyers for the Applicant

TAB 3

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE MR.)	TUESDAY, THE 15 th
)	
JUSTICE MORAWETZ)	DAY OF JANUARY, 2013

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF SINO-FOREST CORPORATION

ORDER

THIS MOTION, made by Sino-Forest Corporation ("SFC") for the relief set out in SFC's notice of motion dated January 14, 2013 was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Jonathan Bell sworn January 14, 2013 (the "Bell Affidavit") and on hearing submissions of counsel for SFC, the Monitor, the board of directors of SFC, the Ad Hoc Noteholders and those other parties present;

SERVICE

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

2. THIS COURT ORDERS that capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Bell Affidavit and the Sanction Order.

DOCUMENT RETENTION

3. THIS COURT ORDERS that prior to the Plan Implementation Date, Bennett Jones LLP shall take possession of copies of the SFC documents that have been identified as potentially relevant (pursuant to the definition attached at Schedule "A" of this Order) to the issues raised in the Class Actions (as that term is defined in the Sanction Order) (the "Relevant Documents") and preserve them as counsel to SFC following the implementation of the Plan.

4. THIS COURT ORDERS that Bennett Jones LLP shall retain copies of the Relevant Documents until any of the following occurs:

- (a) Bennett Jones LLP ceases to be counsel for SFC in the Class Actions;
- (b) SFC's defence in the Class Actions ceases to be funded by insurance; or
- (c) one year has elapsed from the completion of all of the Class Actions (by settlement, discontinuance, dismissal, final finding for the plaintiffs or otherwise).

5. THIS COURT ORDERS that in the event that Bennett Jones LLP ceases to be counsel for SFC in the Class Actions or SFC's defence in the Class Actions ceases to be funded by insurance, SFC shall comply with paragraph 52(ii) of the Sanction Order by Bennett Jones LLP bringing a motion to this Court seeking directions concerning prospective custody and access to the copies of the Relevant Documents that may be acceptable to SFC, the Monitor, Newco, the Ontario Class Action Plaintiffs, Ernst & Young, the Underwriters and the Named Third Party Defendants.

6. THIS COURT ORDERS that compliance with paragraphs 3, 4, and 5 of this Order shall satisfy SFC's document retention obligations provided by paragraph 52 of the Sanction Order and paragraph 8.2(x) of the Plan.

7. THIS COURT ORDERS that Newco has no obligations with respect to document retention and all parties' rights with respect to document retention in relation to Newco are as set forth in this Order, and all parties are enjoined pursuant to Article 7 of the Plan from seeking any form of documentation, information or data from Newco with respect to any matters concerning SFC.

8. THIS COURT ORDERS that neither the Monitor nor SFC's estate will be responsible for retaining the Relevant Documents or copies of the Relevant Documents after the Plan Implementation Date, nor for any costs associated with the retention of same.

9. THIS COURT ORDERS that none of SFC, SFC's directors and officers, or the Monitor shall incur any liability as a result of acting in accordance with the terms of this Order and the Sanction Order.

FOREIGN PROCEEDINGS

10. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States, Barbados, the British Virgin Islands, Cayman Islands, Hong Kong, the People's Republic of China or in any other foreign jurisdiction, to give effect to this Order and to assist SFC, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to SFC and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist SFC and the Monitor and their respective agents in carrying out the terms of this Order.

11. THIS COURT ORDERS that each of SFC and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order and any other Order issued in these proceedings.

**IN THE MATTER OF THE *COMPANIES CREDITORS' ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE
MATTER OF A PLAN OR COMPROMISE OR ARRANGEMENT OF SINO-FOREST CORPORATION**

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

***ONTARIO*
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceedings commenced in Toronto

ORDER

BENNETT JONES LLP

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

Robert W. Staley (LSUC #27115J)
Kevin Zych (LSUC #33129T)
Derek J. Bell (LSUC #43420J)
Raj Sahni (LSUC #42942U)
Jonathan Bell (LSUC #55457P)
Tel: 416-863-1200
Fax: 416-863-1716

Lawyers for the Applicant

Relevant Document means any document, in physical or electronic form as defined in the *Rules of Civil Procedure* and including, without limitation, books, contracts, letters, telegrams, statements, records, bills, notes, securities, vouchers, reports, drawings, maps, surveys, transcripts, schematics, memoranda, writings of any kind, computer diskettes, CDs, DVDs, USB keys, any information contained on the storage of any electronic device, email, facsimile transmissions, audio recordings, video recordings, photographs and copies and drafts of same:

1. Relating, in any way, the allegations in the outstanding civil proceedings against Sino-Forest Corporation, including:
 - a. The Trustees of The Labourers' Pension Fund of Central and Eastern Canada, et al. v. Sino-Forest Corporation, et al., Ontario Superior Court of Justice, Court File No. CV-11-431153-00CP
 - b. Guining Liu v. Sino-Forest Corporation, et al., Province of Quebec Superior Court, File No. 200-06-000132-111
 - c. David Leopard, et al. v. Allen T.Y. Chan, et al., United States New York Southern District Court, Case Number 1:2012-cv-01726-VM
2. Relating, in any way, to any "Impugned Document" as defined in the Fresh as Amended Statement of Claim in the action bearing Court File No.: CV-11-431153-00CP (the "Action");
3. Relating in any way to the issuance of securities or debt instruments by Sino-Forest Corporation or its subsidiaries;
4. Relating to any application to list securities of the Sino-Forest Corporation or its subsidiaries on any exchange, including records reflecting all information provided to any exchange in connection with any listing or contemplated listing;
5. All communications with any exchange upon which Sino-Forest Corporation or its subsidiaries securities were listed;
6. Reflecting meetings and the work of the board of directors and all committees of the board, including the audit committee;
7. Relating in any way to the allegations contained in the OSC Statements of Allegations against Sino-Forest Corporation (and others) and against Ernst & Young LLP;
8. Sent to, received from, produced by, produced for, concerning or related in any way to:
 - a. Zhanjiang Leizhou Eucalyptus Resources Development Co. Ltd (the purported joint venture between Sino-Wood Partners and the Leizhou Forestry Bureau);
 - b. Shanghai Jin Xiang Timber Ltd.;
 - c. Shanghai Timber Market;
 - d. Gengma Dai and Wa Tribes Autonomous Region Forestry Company Ltd.
 - e. Greenheart Group Limited ("Greenheart");
 - f. Greenheart Resources Holdings Limited;
 - g. Great Sino Holdings Ltd;
 - h. Vista Marine Services NV;
 - i. Jiangxi Zhonggan Industrial Development Company Limited;
 - j. China Square Industrial Limited;
 - k. Homix Limited;
 - l. Jiangsu Dayang Wood Co., Ltd;
 - m. Shaoyang Jiading Wood Products Co. Ltd.;
 - n. Guangzhou Pany Dacheng Wood Co.;

- o. Yunnan Shunxuan Forestry Co. Ltd.;
 - p. Huaihua City Yuda Wood Co. Ltd.;
 - q. General Enterprise Management Services International Limited;
 - r. Kongkou Suanglian Wood Company Limited;
 - s. Jiangxi Tianyao Industrial Co., Ltd.;
 - t. Nanchang Tongdasheng Industry Co., Ltd.;
 - u. Jinan Xinluyuan Economic and Trade Co., Ltd.;
 - v. Dao County Juncheng Forestry Development Co., Ltd.;
 - w. Gengma Dai Wa Autonomous County Forestry Co., Ltd.;
 - x. Huaihua Yuda Wood Co., Ltd.;
 - y. Dongkou Shuanglian Wood Company Limited;
 - z. Jiangxi Senchangtai Forestry Co. Ltd.;
 - aa. Shanghai Bailucheng Trading Ltd.;
 - bb. Shenzhen Jingyingcai Trading Ltd.;
 - cc. Guangxi Dacheng Timber Co. Ltd.;
 - dd. Guangxi Hezhou City Yuangao Forestry Development Co. Ltd.;
 - ee. Gaoyao City Xinqi Forestry Development Co., Ltd.;
 - ff. Guangxi Rongshui Meishan Wood Products Factory;
 - gg. Guangxi Pingle Haosen Forestry Development Co., Ltd.;
 - hh. Guangxi Hezhou City Kun'an Forestry Co., Ltd.;
 - ii. Jinan Feilin Wood Ltd.;
 - jj. Shuifenghe Longtai Trading Ltd.;
 - kk. Heilongjiang Xinlihua Trading Ltd.; and
 - ll. Heilongjiang Jingtalong Import Export Ltd.;
 - mm. Any suppliers of Sino Forest;
 - nn. Any "authorized intermediary" as that term is employed by the Independent Committee of Sino-Forest ("IC");
 - oo. Any BVI entity; or
 - pp. Any purchasers, or purported purchasers, of timber or any wood product from Sino-Forest or its subsidiaries;
9. Relating, in any way, to the purchase, sale, lease or any other transaction, of any sort, connected in any way to timber, standing timber, wood logs, trees, wood fibre, wood products or land, including, without limitation:
- a. The purchase, acquisition, lease, or sale of any forestry assets in Yunnan Province;
 - b. The purchase, acquisition, lease, or sale of any forestry assets in Jiangxi Province;
 - c. The purchase, acquisition, lease, or sale of any forestry assets in Hunan Province;
 - or
 - d. The purchase, acquisition, lease, or sale of any forestry assets in Republic of Suriname;
10. Sent to, received from, produced by, produced for, concerning or related in any way to:
- a. Allen Chan;
 - b. Kai Kit Poon;
 - c. David Horsley;
 - d. William Ardell;
 - e. James Bowland;
 - f. James Hyde;
 - g. Edmund Mak;

- h. W. Judson Martin;
 - i. Simon Murray;
 - j. Peter Wang;
 - k. Garry West;
 - l. Albert Ip;
 - m. Alfred C.T. Hung;
 - n. George Ho;
 - o. Simon Yeung;
 - p. Lam Hong Chiu;
 - q. Hua Chen;
 - r. Mr. Liang (based in Heyuan Guangdong, Deputy GM responsible for Heyuan plantations, previously with forestry bureau; studied at Yangdongxian Dangxiao);
or
 - s. Mr. Xie (based in Hunan, Plantation controller, graduated from Hunan Agricultural University, previously Assistant Manager of state-owned farm trees in Hunan);
11. Relating, in any way, to the existence or ownership of forestry assets including, without limitation:
- a. Any forestry bureau or government official with which Sino-Forest, any of its subsidiaries or any of its officers, directors or employees had any contact whatsoever;
 - b. Confirmation letters issued by forestry bureaus;
 - c. Farmers' Authorization Letters;
 - d. Timber Survey Reports; or
 - e. Plantation rights certificates;
12. Related to the quarterly and year-end audit work done in respect of Sino-Forest Corporation or its subsidiaries, including but not limited to any records of communications or meetings with the auditors, any Poyry entity.
13. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to, any audit of Sino-Forest or its subsidiaries or other work performed by:
- a. Ernst & Young LLP;
 - b. BDO Limited;
 - c. Arthur Andersen LLP; or
 - d. BDO McCabe Lo Limited;
14. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to underwriting or investment banking services to Sino-Forest or its subsidiaries, including, without limitation:
- a. Credit Suisse Securities (Canada), Inc.;
 - b. TD Securities Inc.;
 - c. Dundee Securities Corporation;
 - d. RBC Dominion Securities Inc.;
 - e. Scotia Capital Inc.;
 - f. CIBC World Markets Inc.;
 - g. Merrill Lynch Canada Inc.;
 - h. Canaccord Financial Ltd.;
 - i. Maison Placements Canada Inc.;

- j. Credit Suisse Securities (USA) LLC;
 - k. Merrill Lynch, Pierce, Fenner & Smith Incorporated; or
 - l. Banc of America Securities LLC
15. Sent to, received from, produced by, produced for, reviewed by or in any way related to any person or entity engaged to, providing, proposing to provide, or related in any way to valuation services to Sino-Forest or its subsidiaries, including, without limitation any Poyry entity.
16. Any document relating in any way to the book, records, journals, ledgers and financial statements of Sino-Forest or its subsidiaries, including documents underpinning any facts or figures therein, including, without limitation:
- a. Tax liabilities related to Sino's operations;
 - b. Documents underpinning Sino's cash flow statements; or
 - c. Evidencing any "representation from management";
17. Provided to, requested by, reviewed by, produced by, received from or related in any way to:
- a. The IC;
 - b. The Ontario Securities Commission or any other securities regulator anywhere in the world;
 - c. The Royal Canadian Mounted Police or any law enforcement agency anywhere in the world;
 - d. Any governmental body of any sort or level of government in the People's Republic of China;
18. Relating to or discussing Muddy Waters Research;
19. Legal opinions relating in any way to:
- a. Taxation and tax liabilities, anywhere in the world;
 - b. Conducting 'business activities' in China;
 - c. Timber, trees, wood fibre, wood products or land, including ownership of forestry assets;
 - d. Distribution of securities or debt instruments;
 - e. Listing of securities or debt instruments on any exchange;
 - f. BVI entities and the BVI subsidiary structure;
 - g. WFOE entities;
 - h. "Onshoring" of revenue; and
 - i. Audit work for Sino-Forest or its subsidiaries.
20. Relating in any way to communications with any security holder, former security holder or potential security holder of Sino-Forest or its subsidiaries;
21. Any securities, of any sort, issued to any defendant in the Action, including, without limitation options of Greenheart granted to Chan, Martin and Murray;
22. Referred to at, resulting from or in any way related to the April 9, 2010 meeting between Allen Chan, Thomas Maradin, Alfred Hung, Eric Chan, David Horsley, Doug Parsonson, Steve Croskery, Rudolph van Rensburg, Josephine Man, Graham Robertson, Fred Clifford, Ron Patrickson and L. Langel; or
23. Drafts or prior versions of any sort of any document listed above.

Where an entity is referred to above, that reference includes any employee, partner, agent, subsidiary, parent organization or other person or entity related in any way to it.

**IN THE MATTER OF THE *COMPANIES CREDITORS' ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED AND IN THE
MATTER OF A PLAN OR COMPROMISE OR ARRANGEMENT OF SINO-FOREST CORPORATION**

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

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced in Toronto

MOTION RECORD OF
SINO-FOREST CORPORATION
(Motion Returnable January 15, 2013)

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