



Suite 3000
79 Wellington St. W.
Box 270, TD Centre
Toronto, Ontario
M5K 1N2 Canada
Tel 416.865.0040
Fax 416.865.7380

www.torys.com

David Bish
Tel 416.865.7353
dbish@torys.com

VIA EMAIL

November 26, 2012

Gowling Lafleur Henderson LLP
1 First Canadian Place
100 King Street West
Suite 1600
Toronto, ON M5X 1G5

Attention: Derrick Tay / Jennifer Stam

Dear Sirs/Mesdames:

Re: SINO-FOREST CORPORATION (“Sino-Forest”)

I am writing in connection with the Monitor’s Thirteenth Report, the upcoming meeting of creditors of Sino-Forest (the Meeting) and the anticipated post-Meeting report.

As we agreed, the Third-Party Defendants (as that term is defined in the Thirteenth Report) have a number of questions relating to the Thirteenth Report which you have agreed the Monitor will answer in writing. Attached as Schedule “A” are the questions. We expect to have additional questions on the Thirteenth Report and the post-Meeting report which we will provide to you as soon as possible after we receive the post-Meeting report.

Yours truly,

David Bish

DB/en

cc: Sheila Block, John Fabello and Andrew Gray, *Torys LLP*
Peter Griffin, Peter Osborne and Shara Roy
Peter Greene and Ken Dekker
Greg Watson and Jody Porepa

Schedule "A"

1. Please confirm the dollar value of the claims (including, without limitation, the Defence Costs, as that term is defined in the Plan) that the Third Party Defendants will be permitted to vote at the meeting of creditors scheduled for November 29, 2012. Please confirm the basis for such determination and the identity of the person having determined the value of these claims (and, for greater certainty, where that person is a corporate entity, please specify the names of the individuals within the entity that have made this determination).
2. Confirm that all creditors of Sino-Forest have had equal access to financial and other information regarding the company. In particular, confirm that the Noteholders have not had access during the CCAA proceedings, whether from Sino-Forest or the Monitor, to information about Sino-Forest and its subsidiaries that was not made available in the data room established in connection with the Mediation referred to paragraph 31 of the Thirteenth Report.
3. Please produce copies of the letters of intent referred to in paragraph 25 of the Thirteenth Report.
4. Please produce copies of the opinions referred to in paragraph 49 of the Thirteenth Report. Please provide the further Monitor's conclusion and analysis of the validity and enforceability of the security and unsecured guarantees of each Series of notes and the extent of the overlap of security and guarantees between Series.
5. Please provide the expected pro forma opening balance sheet for both Newco and Newco II (as those entities are defined in the Thirteenth Report).
6. Please provide the Monitor's detailed opinion as to the value of Sino-Forest. Please produce copies of any valuation information generated by or in the possession of the Monitor, or otherwise confirm that all such information has previously been included in the data room.
7. Paragraph 62 of the Monitor's Tenth Report states that "...to date two subsidiaries have been identified as redundant and are in the process of being wound up. It is fully expected that additional subsidiaries will also be identified as redundant and will be wound up in the near term." Please identify the two subsidiaries specifically referenced above, and any additional subsidiaries that the Applicant has started to wind up since the date of the Tenth Report or intends to wind up, and provide full details of the assets and liabilities (including all intercompany amounts) of those entities.
8. The Indemnified Noteholder Class Action Limit (as defined in the Plan) only applies to Indemnified Noteholder Class Action Claims, which are claims for which there is a "valid and enforceable Class Action Indemnity Claim against SFC". Please confirm that the claims of the Underwriters and Auditors, as set out in the Proofs of Claim filed in these proceedings, excluding those claims that are or may ultimately be determined to be Equity Claims as defined in the CCAA Plan, are valid and enforceable Class Action Indemnity Claims against SFC. Please identify the persons that made this determination. If this determination has not been made, please identify when it will be made, by whom and the specific procedures and timeline for the making of this determination.

9. If it has been determined, please provide the identity of the Litigation Trustee.
10. If it has been determined, please provide the identity of the directors of Newco.
11. Please provide details of the Alternative Sale Transaction, including its status and a summary of its presently anticipated form, substance and details. Please also provide an explanation as to why this Alternative Sales Transaction is being pursued given the "failure" of the Sales Process, as set out in paragraph 101 of the Thirteenth Report.
12. The Thirteenth Report provides information (for the first time) that the Sales Process failed because none of the letters of intent received provided for the "Qualified Consideration". We renew our request that the Monitor provide full details of the bids received during the Sales Process, including the consideration offered by and terms of all submitted bids.
13. Please provide a detailed summary of all fees and expenses paid by Sino-Forest or accrued to date for payment by Sino-Forest on account of its or any other party's legal counsel, financial advisors and other parties, including any success fees or other compensation to which such parties will become entitled upon or in connection with the Plan approval and implementation (broken down in each case by each party).
14. The Tenth Report states at paragraph 63 states that the Sino-Forest Subsidiaries engaged the services of an independent consultant to assist management in its restructuring activities and to help prepare an action plan for the post-plan implementation period. We request that the Monitor clarify the nature and extent of the independent consultant's previous business or employment relationship with SFC or any of the Subsidiaries, including (but not limited to) whether (a) whether the independent consultant is a "Director" or "Officer" as defined under the Plan, (b) whether the independent consultant is an affiliate or a current or former officer, director, employee of any of the parties proposed to be released under section 7.1(g) or 7.1(h) of the Plan, or (c) whether the independent consultant is an affiliate or an officer, director or employee of any of the potential buyers of the Sino-Forest Business that were in contact with Houlihan Lokey or with the Applicant directly.
15. The Plan provides (in the definition of "Expense Reimbursement") for the payment of a work fee of up to \$5 million to the Initial Consenting Noteholders, and further specifies that such work fee may, at the request of the Monitor, be paid by any of the Subsidiaries instead of SFC. This provision was not in the original version of the Plan that was filed with the Company's August 14, 2012 motion materials. The Company, the Monitor and the advisors to the Initial Consenting Noteholders have consistently represented to the Third Party Defendants that none of the cash in the Subsidiaries is available to pay claims or expenses at the SFC level. None of the remainder of the \$330 million in the Subsidiaries is contemplated to be used to satisfy creditors. We request that the Monitor explain the purpose of this amendment and the circumstances in which the Monitor envisions that cash of the Subsidiaries would be available to pay amounts otherwise payable directly by SFC.
16. Please provide details of the time spent and interaction by the Monitor with the Ad Hoc Committee and/or its advisors.

17. Please provide copies of all insurance policies in favour of Sino-Forest and its directors and officers.
18. The Thirteenth Report provides no analysis of reviewable transactions, broadly defined, or the appropriateness of the Plan purporting to exempt Sino-Forest from the applicable law in this regard (i.e. BIA s. 38 and 95 to 101). Please provide the Monitor's assessment as to whether there have been any inappropriate or reviewable transactions and the appropriateness of the Plan in this respect.
19. Please provide the following information, updated to as close to the Meeting Date as possible detailed information, by legal entity or relevant group of legal entities within the Sino-Forest corporate group, with respect to:
 - (a) assets by major category (including as a minimum, cash, accounts receivable, and timber assets), direct third-party liabilities, and intercompany balances;
 - (b) employees, activities, and cash flows during this proceeding to date;
 - (c) direct and/or indirect liabilities and claims indicated during the claims process;
 - (d) any new subsidiaries incorporated, transfers of material assets between subsidiaries, security granted or guarantees provided by subsidiaries during this proceeding or during the period prior to this proceeding when the Applicant was negotiating the Support Agreement;
 - (e) any other information considered relevant by the Monitor with respect to the status of assets, operations and working capital at such legal entities, including the source of that information; and
 - (f) the status and results to date of the Applicant's surveys and analysis of its timber rights and title thereto.
20. Please produce copies of the Insurance Policies as listed and defined in the Plan