

EXHIBIT 1.01(b)

Form of Assignment of Transferred Intellectual Property

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment"), effective the \_\_\_ day of \_\_\_\_\_, 2008, is made and entered into by and among Pope & Talbot, Inc., a corporation organized under the laws of the State of Delaware, Pope & Talbot Ltd., a corporation organized under the federal laws of Canada, Pope & Talbot Pulp Sales U.S., Inc., a corporation organized under the laws of the State of Delaware, Mackenzie Pulp Land Ltd., a corporation organized under the laws of the Province of British Columbia, and, to the extent that the Option is exercised, P&T Power Company, a corporation organized under the laws of Oregon (each, an "Assignor," and collectively, the "Assignors"), and PT Pindo Deli Pulp and Paper Mills, an Indonesian corporation (the "Assignee") having an address at Plaza BII, Tower II 7th floor, Jalan M.L. Thamrin No. 51, Jakarta 10350, Republic of Indonesia (each of the Assignors and Assignee, a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (defined below).

WHEREAS, an Assignor is the (a) registrant of record and owner of each of the Internet domain names (including any and all goodwill associated exclusively therewith) set forth on Schedule A hereto and the domain name registrations therefor (the "Domain Names"), and (b) owner of each of the trademarks and service marks, and trademark and service mark registrations (including any and all goodwill associated exclusively with any of the foregoing) set forth on Schedule B hereto (the "Trademarks") (the Domain Names and Trademarks, collectively, the "Purchased Intellectual Property");

WHEREAS, the Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of the 8<sup>th</sup> day of January, 2008 (as may be amended from time to time, the "Asset Purchase Agreement"), pursuant to which Assignee has agreed to purchase the Purchased Assets from the Sellers, including the Purchased Intellectual Property; and

WHEREAS, the execution and delivery of this Assignment is a condition to the Closing.

NOW, THEREFORE, in consideration of the promises and the mutual agreements and covenants set forth herein and in the Asset Purchase Agreement, and intending to be legally bound, the Assignors and Assignee hereby agree as follows:

1. Assignment: Effective upon the Closing, each Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, the Purchased Intellectual Property.
2. Further Action: Each Assignor shall, at the request and expense of Assignee, use commercially reasonable efforts to timely execute and deliver any additional documents and perform such additional acts that may be necessary, proper or advisable under applicable Law to assist Assignees in the recordation or perfection of this Assignment.

3. Governing Law: This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York and, to the extent applicable, the Bankruptcy Code and the CCAA.

4. Joint and Several: The parties hereby covenant and agree that each of the Assignors shall be jointly and severally liable for all obligations of the Assignors pursuant to this Assignment.

5. Counterparts: This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

6. Appointment: The Assignee hereby appoints McCarthy Tétrault LLP whose full post office address in Canada is Suite 1300, 777 Dunsmuir Street, Vancouver, British Columbia, V7Y 1K2 as the firm in Canada to whom any notice in respect of the assignment or the Assignee's rights in the Trademarks may be sent, and upon whom service of any proceedings in respect of the assignment or the Assignee's rights in the Trademarks may be given or served with the same effect as if they had been given to or served upon the Assignee.

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IN WITNESS WHEREOF, each party has caused this Assignment of Intellectual Property to be executed by its duly authorized representative.

POPE & TALBOT, INC.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT LTD.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT PULP SALES U.S., INC.

By: \_\_\_\_\_  
Name:  
Title:

MACKENZIE PULP LAND LTD.

By: \_\_\_\_\_  
Name:  
Title:

P&T POWER COMPANY

By: \_\_\_\_\_  
Name:  
Title:

PT PINDO DELI PULP AND PAPER MILLS

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

Name:

Title:

**SCHEDULE A**

**DOMAIN NAMES**

www.poptal.com

www.popeandtalbot.com

## SCHEDULE B

### TRADEMARKS




<u>Mark</u>	<u>Identifying Information</u>	<u>Jurisdiction</u>
1. HARMAC HARMAC	App #: 0195268 Filing Date: 1947-05-01 Reg #: UCA026891 Registration Date: 1947-05-01 Owner: PTL	Canada
2. HARMAC PACIFIC & DESIGN  HARMAC PACIFIC	App #: 0752475 Filing Date: 1994-04-18 Reg #: TMA470725 Registration Date: 1997-02-11 Owner: PTL	Canada
3. HARMAC PACIFIC & DESIGN  HARMAC PACIFIC	App #: 0766055 Filing Date: 1994-10-13 Reg #: TMA453893 Registration Date: 1996-02-09 Owner: PTL	Canada
4. WAVE DESIGN 	App #: 0766054 Filing Date: 1994-10-13 Reg #: TMA453892 Registration Date: 1996-02-09 Owner: PTL	Canada

EXHIBIT 1.01(c)

Form of Bill of Sale and Instrument of  
Assignment of Assets and Assumption of Liabilities



**BILL OF SALE AND INSTRUMENT OF ASSIGNMENT OF ASSETS AND  
ASSUMPTION OF LIABILITIES**

BILL OF SALE AND INSTRUMENT OF ASSIGNMENT OF ASSETS AND ASSUMPTION OF LIABILITIES, dated as of \_\_\_\_\_, 2008 (this "Bill of Sale and Instrument of Assignment and Assumption"), from Pope & Talbot, Inc., a corporation organized under the laws of the State of Delaware, Pope & Talbot Ltd., a corporation organized under the federal laws of Canada, Pope & Talbot Pulp Sales U.S., Inc., a corporation organized under the laws of the State of Delaware, Mackenzie Pulp Land Ltd., a corporation organized under the laws of the Province of British Columbia and, to the extent that the Option is exercised, P&T Power Company, a corporation organized under the laws of Oregon (collectively, the "Sellers" and individually a "Seller"), to PT Pindo Deli Pulp and Paper Mills, an Indonesian corporation (the "Purchaser").

WHEREAS, the Sellers and the Purchaser have entered into an Asset Purchase Agreement, dated as of January 8, 2008 (as may be amended from time to time, the "Asset Purchase Agreement"; unless otherwise defined herein, capitalized terms shall be used herein as defined in the Asset Purchase Agreement), pursuant to which the Sellers have agreed to sell, assign and transfer to the Purchaser, and the Purchaser has agreed to purchase and acquire from the Sellers, the Purchased Assets and the Purchaser has agreed to assume the Assumed Liabilities; and

WHEREAS, the execution and delivery of this Bill of Sale and Instrument of Assignment and Assumption by the Sellers and the Purchaser is required by Sections 2.12(b) and 2.13(a)(ii) of the Asset Purchase Agreement;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Sellers and the Purchaser do hereby agree as follows:

1. Sale and Assignment of Assets and Properties: On the terms and subject to the conditions set forth in the Asset Purchase Agreement, the Sellers hereby sell, assign, transfer, convey and deliver unto the Purchaser and its successors and assigns, forever, the entire right, title and interest of the Sellers free and clear of all Liens (except Permitted Encumbrances other than Mechanics Liens) in and to the Purchased Assets.
2. Assumption of Assumed Liabilities: On the terms and subject to the conditions set forth in the Asset Purchase Agreement, the Purchaser hereby assumes, and agrees to timely pay, perform and discharge in accordance with their terms, the Assumed Liabilities.
3. Further Action: The Sellers shall, at the request of the Purchaser, use commercially reasonable efforts to timely execute and deliver any additional documents and perform such additional acts that may be necessary, proper and advisable under applicable Law to grant, sell, convey, assign, transfer, set over to or vest in the Purchaser any of the Purchased Assets.

4. No Third Party Beneficiaries: This Bill of Sale and Instrument of Assignment and Assumption shall be binding upon and inure solely to the benefit of the parties to the Asset Purchase Agreement and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Bill of Sale and Instrument of Assignment and Assumption.

5. Interpretation: The respective rights of Sellers, on the one hand, and Purchaser, on the other, with respect to the Purchased Assets sold, transferred, assigned and conveyed hereby and the assumption of the Assumed Liabilities hereunder shall be governed exclusively by the Asset Purchase Agreement, and nothing in this Bill of Sale and Instrument of Assignment and Assumption shall alter any liability or obligations arising under the Asset Purchase Agreement, which shall (without limiting the generality of the foregoing) govern, and shall contain the sole and exclusive representations, warranties and obligations of the parties with respect to the rights and obligations sold, transferred, assigned, conveyed and assumed hereunder. If there is any conflict or inconsistency between the provisions of the Asset Purchase Agreement and this Bill of Sale and Instrument of Assignment and Assumption, the provisions of the Asset Purchase Agreement shall govern.

6. Governing Law: This Bill of Sale and Instrument of Assignment and Assumption shall be governed by the Laws of the State of New York, and to the extent applicable, the Bankruptcy Code and CCAA.

7. Joint and Several: Where the Sellers consist of more than one entity, the parties hereby covenant and agree that all of the entities that comprise the Sellers shall be jointly and severally liable for all obligations of the Sellers pursuant to this Bill of Sale and Instrument of Assignment and Assumption.

8. Counterparts: This Bill of Sale and Instrument of Assignment and Assumption may be executed and delivered (including by facsimile transmission) in counterparts, and by the different parties hereto in separate counterparts, each of when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Bill of Sale and Instrument of Assignment and Assumption has been duly executed as of the date first above written.

POPE & TALBOT, INC.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT LTD.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT PULP SALES U.S., INC.

By: \_\_\_\_\_  
Name:  
Title:

MACKENZIE PULP LAND LTD.

By: \_\_\_\_\_  
Name:  
Title:

P&T POWER COMPANY

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT 1.01(d)

Form of Deed and Land Transfer and  
Forms of Warranty Deeds (U.S.)

AFTER RECORDING, RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Until a change is requested, send all tax statements to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### STATUTORY SPECIAL WARRANTY DEED

**Pope & Talbot, Inc., a Delaware Corporation (“Grantor”)**, does hereby convey and specially warrant unto PT Pindo Deli Pulp & Paper Mills (“Grantee”) the fee interest in that certain real property, with the tenements, hereditaments and appurtenances belonging or in any way appertaining thereto, **but not the buildings, improvements and fixtures located on such property**, situated in Linn County, State of Oregon, described on the attached Exhibit A, free of encumbrances created or suffered by Grantor, except as specifically set forth herein.

This conveyance is made by Grantor and accepted by Grantee subject to those liens, encumbrances and other exceptions to title set forth in Exhibit B attached hereto.

The true and actual consideration for this conveyance is: \$\_\_\_\_\_.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER SECTIONS 2, 3 AND 5 TO 22 OF CHAPTER 424, OREGON LAWS 2007 (BALLOT MEASURE 49 (2007)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER SECTIONS 2, 3 AND 5 TO 22 OF CHAPTER 424, OREGON LAWS 2007 (BALLOT MEASURE 49 (2007)).**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**POPE & TALBOT, INC.,**  
a Delaware Corporation

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

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

The foregoing instrument is acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ of **POPE & TALBOT, INC.**, a Delaware corporation, on its behalf.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires:

## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL I: (14S-04W-03-101)

Beginning at the East Quarter corner of Section 2 in Township 14 South, Range 4 West of the Willamette Meridian in Linn County, Oregon; thence run North 00°20'58" East along the East line of said Section 2 a distance of 988.19 feet to a point marked by a 1-1/2 inch iron pipe; thence leaving said section line and run West parallel with the South line of the Northeast Quarter of said Section 2 a distance of 2637.67 feet to a point in the center of Muddy Creek; thence run downstream along the centerline of said Muddy Creek to a point that is 19.50 chains South of the North line of said Section 2 (said point bears North 43°40'44" West 698.38 feet from the last mentioned point in the center of Muddy Creek) said point being referenced by 5/8 inch iron rod which bears North 88°25'57" West 161.90 feet; from said point in the center of Muddy Creek run North 88°35'57" West parallel with and 19.50 chains Southerly of (when measured at right angles) the North line of said Section 2 a distance of 1087.0 feet to a point that is 1131.90 feet South 88°35'57" East of a point on the West line of said Section 2 that is 19.50 chains South of the Northwest corner of said Section 2; thence run North 00°36'36" West parallel with the West line of said Section 2, a distance of 1670.42 feet to a point on the South bank of Muddy Creek; thence run Westerly along the South bank of said Muddy Creek to a point on the East line of Caleb Gray DLC No. 53; thence run North 00°25'07" West along said claim line 982.45 feet to the Northeast corner of said Caleb Gray DLC No. 53; thence North 89°58'28" West along the North line of said Caleb Gray DLC No. 53 a distance of 3795.63 feet to the Northwest corner of said Claim No. 53; thence continuing North 89°58'28" West 190.24 feet; thence South 00°22'09" East 40.0 feet to a point marked by a railroad spike marking the Southerly right of way of Market Road No. 3 and the center of an asphalt roadway to the American Can Company plant; from said railroad spike run South 00°22'09" East along the center of said asphalt roadway a distance of 3155.50 feet to a point referenced by a railroad spike; thence along the arc of an 897.25 foot radius curve right (the long chord of which bears South 14°36'21" West 463.70 feet) a distance of 469.02 feet; thence continuing along said roadway center South 29°34'52" West 42.04 feet; thence along the arc of a 554.81 foot radius curve left (the long chord of which bears South 14°56'03" West 280.58 feet) a distance of 283.66 feet to a point referenced by a railroad spike; thence South 00°17'15" West 175.39 feet to a point referenced by a railroad spike; thence along the arc of a 177.99 foot radius curve left (the chord of which bears a South 45°02'03" East 253.13 feet) a distance of 281.58 feet to a point referenced by a railroad spike (said point bears South 57°29'04" West 267.90 feet from the Southwest corner of the Caleb Gray DLC No. 50); thence run North 89°38'39" East 1157.19 feet to a point referenced by a 5/8 inch iron rod; thence South 00°25'33" East 294.29 feet to a point; thence North 89°39'48" East 600.0 feet to a point marked by a 5/8 inch iron rod; thence South 45°20'12" East 565.69 feet to a point marked by a 5/8 inch iron rod; thence South 00°20'12" East 185.75 feet to a point marked by a 5/8 inch iron rod; thence North 89°39'48" East 2187.85 feet to a point marked by a 5/8 inch iron rod; thence North 00°20'12" West 585.75 feet to a point referenced by a 5/8 inch rod; thence North 89°39'48" East 4345.91 feet to a point on the East line of Section 2 that is 377.33 feet South 00°03'26" East of the East Quarter corner of said Section 2; thence run North 00°03'26" West 377.33 feet to the point of beginning in Linn County, Oregon.

ALSO: A parcel of land located in Section 3, Township 14 South, Range 4 West, Willamette Meridian, Linn County, Oregon described as follows: Commencing at the East Quarter Corner of Section 2 in Township 14 South, Range 4 West of the Willamette Meridian; thence South 00°3'26" East along the East line of said Section 2, a distance of 377.33 feet to a point; thence South 89°39'48" West 4345.91 feet to a point referenced by a 5/8 inch iron rod; thence South 00°20'12" East 585.75 feet to a point referenced by a 5/8 inch iron rod; thence South 89°39'48" West 2187.85 feet to a point marked by a 5/8 inch iron rod, being the true point of beginning of the herein described tract; thence North 00°20'12" West 185.75 feet to a point marked by a 5/8 inch iron rod; thence North 45°20'12" West 565.69 feet to a point; thence South 89°39'48" West 435.00 feet; thence South 00°25'33" East 585.76 feet; thence North 89°39'48" East 834.09 feet to the point of beginning.

PARCEL II: (13S-04W-33-102, & 13S-04W-34-301)

Beginning at the Southeast corner of the Charles Crosby DLC No. 40 in Township 14 South, Range 4 West of the Willamette Meridian, and Claim No. 37 in Township 13 South, Range 4 West of the Willamette Meridian; thence run North 89°51'47" West 4717.0 feet to the Northeast corner of the Henry Parks DLC No. 41; thence continue North 89°51'47" West along the South line of said Charles Crosby DLC No. 40 a distance of 522.76 feet; thence run North 00°23'07" East 1366.02 feet to a point marked by a ¾ inch pipe marking the True Point of Beginning of the herein described tract; thence North 00°23'07" East 1077.72 feet to a point on the Southerly right of way of the relocated portion of Market Road No. 3 (an 80 foot right of way); thence run Southeasterly along said right of way line of an 1185.92 foot radius curve left (the chord of which bears South 52°21'28" East 1447.12 feet to a point marking the end of curve; thence South 89°57'26" East along said right of way line 3659.40 feet to a point marked by an iron rod, said iron rod being 160 feet West of (when measured at right angles) to the centerline of the Oregon Electric Railroad; thence run South 1°22' West parallel with said Oregon Electric Railroad centerline 202.69 feet to a point marked by a 5/8 inch iron rod; said point being 1366.0 feet North of the South line of the said Charles Crosby DLC No. 40; thence run North 89°51'47" West 4807.75 feet to the true point of beginning in Linn County, Oregon.

ALSO: A parcel of land located in Section 33, Township 13 South, Range 4 West, Willamette Meridian, Linn County, Oregon described as follows: Commencing at a stone marking the Northeast corner of the Charles Crosby Donation Land Claim No. 37 in Section 34, Township 13 South, Range 4 West of the Willamette Meridian, Linn County, Oregon; thence North 89°53'30" West along the North line of said Claim No. 37 a distance of 282.66 feet to its intersection with the Westerly right of way line of the Oregon Electric Railroad property; thence North 1°22' East along the Westerly right of way line of said Oregon Electric Railroad property 1698.37 feet to a point on the South right of way line of County Road No. 217, said point being 30.0 feet distant Southerly from the South line of the John P. Smith Donation Land Claim No. 55 in said Township and Range, said point being marked by a 5/8 inch iron rod; thence run North 89°46'22" West along the South line of County Road 217 a distance of 2034.46 feet to a point on the South right of way line of County Road No. 217, said point being 30.00 feet distant Southerly from the Northwest corner of the D. W. Allingham Donation Land Claim No. 54 in said Township and Range; thence North 89°32'55" West 364.96 feet to the point of beginning of the herein described tract; thence North 89°32'55" West 428.00 feet; thence North 00°06'42" East along the West line of said County Road No. 217, a distance of 753.40 feet; thence Northwesterly along the arc of a 161.00 radius curve to the left (the chord of which bears North 44°53'42" West 227.65 feet) to the end of said curve; thence North 89°54'04" West along the South line of said County Road No. 217 a distance of 1843.50 feet to a point on the South right of way line of County Road No. 217, said point being 30.00 feet distant Southerly from the Northeast corner of the William L. Armstrong Donation Land Claim No. 40 in said Township and Range; thence North 89°54'48" West along the South line of said County Road No. 217, a distance of 151.08 feet; thence leaving the South line of said County Road No. 217; thence continuing South 806.50 feet to a point on the Easterly right of way of the relocated portion of Market Road No. 3 (an 80.00 foot right of way), said point being referenced by a 5/8 inch iron rod; thence Southerly along the Easterly right of way of said relocated Market Road No. 3 along the arc of a 1185.92 foot radius curve to the right (the chord of which bears South 7°28'59" East 310.76 feet) to the end of said curve; thence continuing along the Easterly right of way line of said relocated Market Road No. 3 South 00°02'44" West 1455.56 feet to the beginning of a 1105.92 foot radius curve to the left; thence Southeasterly along the arc of a 1105.92 foot radius curve to the left (the chord of which bears South 44°57'31" East 1564.02 feet) to the end of said curve; thence South 89°57'26" East along the Northerly right of way of said relocated Market Road No. 3 a distance of 1432.04 feet to a point; thence North 00°06'42" East 2756.52 feet to the point of beginning.

PARCEL III: (13S-04W31-200, 300, 400, & 601)

Beginning at the Northwest corner of the William Shepherd DLC No. 39; Notification No. 2562 in Township 13 South, Range 4 West of the Willamette Meridian, Linn County, Oregon; run thence South 89°38'53" East along the North line of said William Shepherd Claim 561.0 feet to a point marked by a 5/8 inch iron rod, said point being



334.62 feet North 89°38'53" West of a stone found on the North line of said William Shepherd Claim which is marking the Southwest corner of the John McNeil DLC No. 41 in said Township and Range; thence South 100.00 feet to a 5/8 inch iron rod; thence South 89°38'53" East parallel to the North line of said Claim No. 39, a distance of 435.60 feet to a point marked by a 5/8 inch iron rod; thence North 100.00 feet to a point on the North line of said Claim No. 39, said point being 100.98 feet South 89°38'53" East of the aforementioned stone marking the Southwest corner of the John McNeil Claim No. 41; thence South 89°38'53" East along the North line of said Claim No. 39, a distance of 1676.40 feet to a point that is 2673.0 feet South 89°38'53" East of the aforementioned Northwest corner of the William Shepherd Claim; thence South 00°19'29" West parallel to the East line of said William Shepherd DLC 1856.58 feet to a point marked by a 5/8 inch iron rod; thence North 89°38'53" West parallel to the North line of said William Shepherd Claim a distance of 186.72 feet to a point marked by a 5/8 inch iron rod; thence South 00°20'21" West along a line fence 2098.38 feet to a point marked by a 5/8 inch iron rod; said iron rod being 242.63 feet North 00°20'21" East of a stone found marking the South line of the aforementioned William Shepherd DLC; thence South 89°51'02" East 1406.38 feet to a 1-1/2 inch iron pipe found marking Southerly Southwest corner of that certain tract of land conveyed to Donald Lee Bayne and Mildred Frances Bayne in Deed Recorded November 5, 1958 in Book 262, Page 450, Linn County, Oregon Deed Records; continuing South 89°51'02" East along the South boundary of said Bayne property 2111.55 feet to a point on the West line of the Charles Crosby DLC No. 37 in said Township and Range, said point being 1292.28 feet South 00°16'41" West of the Northwest corner of said Charles Crosby DLC; run thence South 00°16'41" West along the West line of said claim 100.00 feet, said point being marked by a 5/8 inch iron rod; thence North 89°51'02" West 3518.02 feet to a point marked by a 5/8 inch iron rod, said iron rod being 142.63 feet North 00°20'21" East of the aforementioned stone marking the South line of the William Shepherd DLC; thence South 00°28'21" West 142.63 feet to the said stone; thence run South 89°53'16" West along the South line of said DLC No. 39, a distance of 1233.53 feet to the Southwest corner thereof; thence following the meanders of the Willamette River downstream on the following courses and distances; North 5°30' West 1018.38 feet, North 21° West 495.0 feet, North 30°45' West 844.80 feet, North 67° West 462.0 feet, North 44°30' West 184.80 feet to a point that bears South from the point of beginning; thence run North along the West line of said Claim No. 39 a distance of 1687.62 feet to the point of beginning in Linn County, Oregon.

PARCEL IV: (12S-04W-29C -500)

Beginning at a point on the West line of Market Road No. 2, being South 4°08' West 535.38 feet from a 3/4 inch rod on the North line of the William McIlree Donation Land Claim No. 46 in Township 12 South, Range 4 West of the Willamette Meridian in Linn County, Oregon; and running thence South 4°08' West along the West line of said road 12.03 feet; thence West 210.13 feet; thence South 16°56' West 24.04 feet; thence West 62.70 feet to the bank of the Willamette River; thence Northerly along the East bank of said River to a point due West of the place of beginning; thence East 276.66 feet to the place of beginning.

PARCEL V:

An easement for right of way 100 feet in width for pipelines, communication lines, and all appurtenances thereto, upon under, over and across the following described real property: Beginning at a point on the South boundary of and 5239.76 feet North 89°51'47" West of the Southeast corner of the Charles J.B. Crosby Donation Land Claim No. 40 in Township 14 South, Range 4 West of the Willamette Meridian, in Linn County, Oregon; thence North 00°23'07" East 1366.02 feet to a point marked by a 3/4 inch iron pipe, said iron pipe being 1329.57 feet South 00°23'07" West of a point on the North line of said Charles J.B. Crosby Donation Land Claim; thence continuing North 00°23'07" East from said 3/4 inch iron pipe a distance of 10.0 feet to the true point of beginning, run thence North 00°23'07" East 100.0 feet; thence South 89°17'49" West 5135.18 feet to a point on the West line of said Charles J.B. Crosby Donation Land Claim that is 1292.28 feet South 00°16'41" West of the Northwest corner of said Charles Crosby Donation Land Claim; run thence South 00°16'41" West along the West line of said Donation

Land Claim 100.0 feet; thence leaving the West line of said Donation Land Claim and run North 89°17'49" East 5134.99 feet to the true point of beginning in Linn County, Oregon.

## Exhibit B

### Encumbrances

1. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Mountain States Power Company  
For: Electric power line pole and anchor  
Recorded: April 17, 1945  
Book: 169 Page: 611  
in Linn County, Oregon.  
Affects: Parcel I
  
2. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Mountain States Power Company  
For: Power poles and anchors  
Recorded: February 8, 1947  
Book: 189 Page: 411  
in Linn County, Oregon.  
Affects: Parcel I
  
3. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Northwest Natural Gas Company  
For: Pipeline  
Dated: July 29, 1968  
Recorded: August 7, 1968  
Book: 332 Page: 519  
in Linn County, Oregon.  
Affects: Parcel I
  
4. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Pacific Power and Light Company  
For: Electric transmission and distribution line  
Recorded: September 24, 1968  
Book: 333 Page: 639  
in Linn County, Oregon.  
Affects: Parcel I
  
5. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Consumers Power Inc.  
For: Power line  
Recorded: June 23, 1960  
Book: 271 Page: 743

- in Linn County, Oregon.  
Affects: Parcel III
6. Easement as reserved in Deed,  
For: farm crops  
Reserved by: Walter H. Rentsch  
Recorded: October 6, 1967  
Book: 326 Page: 487  
in Linn County, Oregon.
7. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Consumers Power Inc.  
For: Electric transmission or distribution line or system  
Dated: June 13, 1960  
Recorded: July 1, 1960  
Book: 272 Page: 1  
in Linn County, Oregon.  
Affects: Parcel III
8. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any,  
based upon race, color, religion, sex, sexual orientation, familial status, marital status,  
disability, handicap, national origin, ancestry, or source of income, as set forth in  
applicable state or federal laws, except to the extent that said covenant or restriction is  
permitted by applicable law, imposed by instrument, including the terms and provisions  
thereof,  
Recorded: May 9, 1968  
Book: 330 Page: 731  
in Linn County, Oregon.  
Affects: Parcel III
9. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Donald Lee Bayne  
For: Road use  
Recorded: May 9, 1968  
Book: 330 Page: 734  
in Linn County, Oregon.  
Affects: Parcel III
10. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Cedile M. Matchett  
For: Irrigation water pipe line and pump site  
Dated: May 8, 1968  
Recorded: May 9, 1968

- Book: 330 Page: 738  
in Linn County, Oregon.
11. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Donald Lee Bayne and Mildred Francis Bayne, Donald Lee  
Bayne JR and Carol Jean Bayne  
For: Irrigation water pipe line and pump site  
Dated: May 8, 1968  
Recorded: May 9, 1968  
Book: 330 Page: 745  
in Linn County, Oregon.
12. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Consumers Power Inc.  
For: electric and telephone transmission and distribution line  
Recorded: January 14, 1969  
Book: 336 Page: 74  
in Linn County, Oregon.  
Affects: Parcel III
13. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: City of Halsey  
For: Sewer pipeline  
Recorded: August 13, 1968  
Book: 343 Page: 605  
in Linn County, Oregon  
Affects: Parcel I
14. Oil and gas Lease, including the terms and provisions thereof, a memorandum of which  
was,  
Lessor: American Can Company  
Lessee: Mobil Oil Corporation  
Dated: October 1, 1975  
Recorded: October 1, 1975  
Volume: 122 Page: 322  
in Linn County, Oregon

15. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Pacific Power and Light Co.  
For: Electric transmission and distribution line  
Recorded: August 19, 1971  
Volume: 22 Page: 70  
in Linn County, Oregon  
Affects: Parcel II
16. Covenants, conditions, restrictions and easements, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument, including the terms and provisions thereof,  
Recorded: March 1, 1978  
Volume: 192 Page: 598  
in Linn County, Oregon
17. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Pope & Talbot Inc. and James River Paper Company  
Dated: June 14, 1993  
Recorded: June 29, 1993  
Volume: 646 Page: 627  
in Linn County, Oregon
18. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Pacific Power & Light Company  
For: Electric transmission lines, distribution lines, and or communication lines  
Recorded: June 28, 1993  
Volume: 646 Page: 256  
in Linn County, Oregon  
Affects: Parcel I
19. Lease, including the terms and provisions thereof, a memorandum of which was,  
Dated: September 30, 1999  
Recorded: October 1, 1999  
Volume: 1065 Page: 260  
in Linn County, Oregon  
Lessor: Pope & Talbot Inc.  
Lessee: Wilmington Trust Company

The lessee interest in said Lease was assigned by instrument,  
To: Pope & Talbot, LTD  
Dated: June 28, 2006  
Recorded: June 30, 2006  
Microfilm No.: 2006-16033  
in Linn County, Oregon

20. Lease, including the terms and provisions thereof, a memorandum of which was,  
Dated: September 30, 1999  
Recorded: October 1, 1999  
Volume: 1065 Page: 272  
in Linn County, Oregon  
Lessor: Wilmington Trust Company  
Lessee: Pope Talbot, Inc.

The lessor interest in said Lease was assigned by instrument,  
To: Pope & Talbot LTD  
Dated: June 28, 2006  
Recorded: June 30, 2006  
Microfilm No.: 2005-16032  
in Linn County, Oregon

21. Lease, including the terms and provisions thereof, a memorandum of which was,  
Dated: December 27, 2001  
Recorded: December 27, 2001  
Volume: 1248 Page: 577  
in Linn County, Oregon  
Lessor: Pope & Talbot Inc.  
Lessee: Wilmington Trust Company

The lessee interest in said Lease was assigned by instrument,  
To: Pope & Talbot LTD  
Dated: June 28, 2006  
Recorded: June 30, 2006  
Microfilm No.: 2006-16035  
in Linn County, Oregon

22. Lease, including the terms and provisions thereof, a memorandum of which was,  
Dated: December 27, 2001  
Recorded: December 27, 2001  
Volume: 1248 Page: 582  
in Linn County, Oregon

Lessor: Wilmington Trust Company  
Lessee: Halsey C102 Limited Partnership

The lessor interest in said Lease was assigned by instrument,  
To: Pope & Talbot LTD  
Dated: June 28, 2006  
Recorded: June 30, 2006  
Microfilm No.: 2006-16036  
in Linn County, Oregon

23. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Wilmington Trust Company  
For: Ingress, egress and vehicular loading, uploading and turn-around  
Dated: December 27, 2001  
Recorded: December 27, 2001  
Volume: 1248 Page: 588  
Re-recorded: March 18, 2002  
Volume: 1273 Page: 803  
in Linn County, Oregon

24. Lease, including the terms and provisions thereof, a memorandum of which was,  
Dated: December 27, 2001  
Recorded: December 27, 2001  
Volume: 1248 Page: 524  
in Linn County, Oregon  
Lessor:  
Lessee:

The lessee interest in said Lease was assigned by instrument,  
To: Pope Talbot Ltd  
Dated: June 28, 2006  
Recorded: June 30, 2006  
Microfilm No.: 2006-16033  
in Linn County, Oregon



AFTER RECORDING, RETURN TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Until a change is requested, send all tax statements to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### STATUTORY SPECIAL WARRANTY DEED

**Pope & Talbot, Ltd., a Canadian Corporation, (“Grantor”), does hereby convey and specially warrant unto PT Pindo Deli Pulp & Paper Mills (“Grantee”) the fee interest in **all the buildings, improvements and fixtures located on that certain property real property**, situated in Linn County, State of Oregon, described on the attached Exhibit A, free of encumbrances created or suffered by Grantor, except as specifically set forth herein. **This deed is not intended to convey the fee interest in such property, but only the buildings, improvements and fixtures located thereon.****

This conveyance is made by Grantor and accepted by Grantee subject to those liens, encumbrances and other exceptions to title set forth in Exhibit B attached hereto.

The true and actual consideration for this conveyance is: \$ \_\_\_\_\_.

**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER SECTIONS 2, 3 AND 5 TO 22 OF CHAPTER 424, OREGON LAWS 2007 (BALLOT MEASURE 49 (2007)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER SECTIONS 2, 3 AND 5 TO 22 OF CHAPTER 424, OREGON LAWS 2007 (BALLOT MEASURE 49 (2007)).**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

**POPE & TALBOT, LTD.,**  
a Canadian Corporation

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

STATE OF \_\_\_\_\_ )  
 )ss.  
County of \_\_\_\_\_ )

The foregoing instrument is acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_ as \_\_\_\_\_ of **POPE & TALBOT, LTD.**, a Canadian corporation, on its behalf.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires:

## EXHIBIT A

### LEGAL DESCRIPTION

PARCEL I: (14S-04W-03-101)

Beginning at the East Quarter corner of Section 2 in Township 14 South, Range 4 West of the Willamette Meridian in Linn County, Oregon; thence run North 00°20'58" East along the East line of said Section 2 a distance of 988.19 feet to a point marked by a 1-1/2 inch iron pipe; thence leaving said section line and run West parallel with the South line of the Northeast Quarter of said Section 2 a distance of 2637.67 feet to a point in the center of Muddy Creek; thence run downstream along the centerline of said Muddy Creek to a point that is 19.50 chains South of the North line of said Section 2 (said point bears North 43°40'44" West 698.38 feet from the last mentioned point in the center of Muddy Creek) said point being referenced by 5/8 inch iron rod which bears North 88°25'57" West 161.90 feet; from said point in the center of Muddy Creek run North 88°35'57" West parallel with and 19.50 chains Southerly of (when measured at right angles) the North line of said Section 2 a distance of 1087.0 feet to a point that is 1131.90 feet South 88°35'57" East of a point on the West line of said Section 2 that is 19.50 chains South of the Northwest corner of said Section 2; thence run North 00°36'36" West parallel with the West line of said Section 2, a distance of 1670.42 feet to a point on the South bank of Muddy Creek; thence run Westerly along the South bank of said Muddy Creek to a point on the East line of Caleb Gray DLC No. 53; thence run North 00°25'07" West along said claim line 982.45 feet to the Northeast corner of said Caleb Gray DLC No. 53; thence North 89°58'28" West along the North line of said Caleb Gray DLC No. 53 a distance of 3795.63 feet to the Northwest corner of said Claim No. 53; thence continuing North 89°58'28" West 190.24 feet; thence South 00°22'09" East 40.0 feet to a point marked by a railroad spike marking the Southerly right of way of Market Road No. 3 and the center of an asphalt roadway to the American Can Company plant; from said railroad spike run South 00°22'09" East along the center of said asphalt roadway a distance of 3155.50 feet to a point referenced by a railroad spike; thence along the arc of an 897.25 foot radius curve right (the long chord of which bears South 14°36'21" West 463.70 feet) a distance of 469.02 feet; thence continuing along said roadway center South 29°34'52" West 42.04 feet; thence along the arc of a 554.81 foot radius curve left (the long chord of which bears South 14°56'03" West 280.58 feet) a distance of 283.66 feet to a point referenced by a railroad spike; thence South 00°17'15" West 175.39 feet to a point referenced by a railroad spike; thence along the arc of a 177.99 foot radius curve left (the chord of which bears a South 45°02'03" East 253.13 feet) a distance of 281.58 feet to a point referenced by a railroad spike (said point bears South 57°29'04" West 267.90 feet from the Southwest corner of the Caleb Gray DLC No. 50); thence run North 89°38'39" East 1157.19 feet to a point referenced by a 5/8 inch iron rod; thence South 00°25'33" East 294.29 feet to a point; thence North 89°39'48" East 600.0 feet to a point marked by a 5/8 inch iron rod; thence South 45°20'12" East 565.69 feet to a point marked by a 5/8 inch iron rod; thence South 00°20'12" East 185.75 feet to a point marked by a 5/8 inch iron rod; thence North 89°39'48" East 2187.85 feet to a point marked by a 5/8 inch iron rod; thence North 00°20'12" West 585.75 feet to a point referenced by a 5/8 inch rod; thence North 89°39'48" East 4345.91 feet to a point on the East line of Section 2 that is 377.33 feet South 00°03'26" East of the East Quarter corner of said Section 2; thence run North 00°03'26" West 377.33 feet to the point of beginning in Linn County, Oregon.

ALSO: A parcel of land located in Section 3, Township 14 South, Range 4 West, Willamette Meridian, Linn County, Oregon described as follows: Commencing at the East Quarter Corner of Section 2 in Township 14 South, Range 4 West of the Willamette Meridian; thence South 00°3'26" East along the East line of said Section 2, a distance of 377.33 feet to a point; thence South 89°39'48" West 4345.91 feet to a point referenced by a 5/8 inch iron rod; thence South 00°20'12" East 585.75 feet to a point referenced by a 5/8 inch iron rod; thence South 89°39'48" West 2187.85 feet to a point marked by a 5/8 inch iron rod, being the true point of beginning of the herein described tract; thence North 00°20'12" West 185.75 feet to a point marked by a 5/8 inch iron rod; thence North 45°20'12" West 565.69 feet to a point; thence South 89°39'48" West 435.00 feet; thence South 00°25'33" East 585.76 feet; thence North 89°39'48" East 834.09 feet to the point of beginning.

PARCEL II: (13S-04W-33-102, & 13S-04W-34-301)

Beginning at the Southeast corner of the Charles Crosby DLC No. 40 in Township 14 South, Range 4 West of the Willamette Meridian, and Claim No. 37 in Township 13 South, Range 4 West of the Willamette Meridian; thence run North 89°51'47" West 4717.0 feet to the Northeast corner of the Henry Parks DLC No. 41; thence continue North 89°51'47" West along the South line of said Charles Crosby DLC No. 40 a distance of 522.76 feet; thence run North 00°23'07" East 1366.02 feet to a point marked by a ¾ inch pipe marking the True Point of Beginning of the herein described tract; thence North 00°23'07" East 1077.72 feet to a point on the Southerly right of way of the relocated portion of Market Road No. 3 (an 80 foot right of way); thence run Southeasterly along said right of way line of an 1185.92 foot radius curve left (the chord of which bears South 52°21'28" East 1447.12 feet to a point marking the end of curve; thence South 89°57'26" East along said right of way line 3659.40 feet to a point marked by an iron rod, said iron rod being 160 feet West of (when measured at right angles) to the centerline of the Oregon Electric Railroad; thence run South 1°22' West parallel with said Oregon Electric Railroad centerline 202.69 feet to a point marked by a 5/8 inch iron rod; said point being 1366.0 feet North of the South line of the said Charles Crosby DLC No. 40; thence run North 89°51'47" West 4807.75 feet to the true point of beginning in Linn County, Oregon.

ALSO: A parcel of land located in Section 33, Township 13 South, Range 4 West, Willamette Meridian, Linn County, Oregon described as follows: Commencing at a stone marking the Northeast corner of the Charles Crosby Donation Land Claim No. 37 in Section 34, Township 13 South, Range 4 West of the Willamette Meridian, Linn County, Oregon; thence North 89°53'30" West along the North line of said Claim No. 37 a distance of 282.66 feet to its intersection with the Westerly right of way line of the Oregon Electric Railroad property; thence North 1°22' East along the Westerly right of way line of said Oregon Electric Railroad property 1698.37 feet to a point on the South right of way line of County Road No. 217, said point being 30.0 feet distant Southerly from the South line of the John P. Smith Donation Land Claim No. 55 in said Township and Range, said point being marked by a 5/8 inch iron rod; thence run North 89°46'22" West along the South line of County Road 217 a distance of 2034.46 feet to a point on the South right of way line of County Road No. 217, said point being 30.00 feet distant Southerly from the Northwest corner of the D. W. Allingham Donation Land Claim No. 54 in said Township and Range; thence North 89°32'55" West 364.96 feet to the point of beginning of the herein described tract; thence North 89°32'55" West 428.00 feet; thence North 00°06'42" East along the West line of said County Road No. 217, a distance of 753.40 feet; thence Northwesterly along the arc of a 161.00 radius curve to the left (the chord of which bears North 44°53'42" West 227.65 feet) to the end of said curve; thence North 89°54'04" West along the South line of said County Road No. 217 a distance of 1843.50 feet to a point on the South right of way line of County Road No. 217, said point being 30.00 feet distant Southerly from the Northeast corner of the William L. Armstrong Donation Land Claim No. 40 in said Township and Range; thence North 89°54'48" West along the South line of said County Road No. 217, a distance of 151.08 feet; thence leaving the South line of said County Road No. 217; thence continuing South 806.50 feet to a point on the Easterly right of way of the relocated portion of Market Road No. 3 (an 80.00 foot right of way), said point being referenced by a 5/8 inch iron rod; thence Southerly along the Easterly right of way of said relocated Market Road No. 3 along the arc of a 1185.92 foot radius curve to the right (the chord of which bears South 7°28'59" East 310.76 feet) to the end of said curve; thence continuing along the Easterly right of way line of said relocated Market Road No. 3 South 00°02'44" West 1455.56 feet to the beginning of a 1105.92 foot radius curve to the left; thence Southeasterly along the arc of a 1105.92 foot radius curve to the left (the chord of which bears South 44°57'31" East 1564.02 feet) to the end of said curve; thence South 89°57'26" East along the Northerly right of way of said relocated Market Road No. 3 a distance of 1432.04 feet to a point; thence North 00°06'42" East 2756.52 feet to the point of beginning.

PARCEL III: (13S-04W31-200, 300, 400, & 601)

Beginning at the Northwest corner of the William Shepherd DLC No. 39; Notification No. 2562 in Township 13 South, Range 4 West of the Willamette Meridian, Linn County, Oregon; run thence South 89°38'53" East along the

North line of said William Shepherd Claim 561.0 feet to a point marked by a 5/8 inch iron rod, said point being 334.62 feet North 89°38'53" West of a stone found on the North line of said William Shepherd Claim which is marking the Southwest corner of the John McNeil DLC No. 41 in said Township and Range; thence South 100.00 feet to a 5/8 inch iron rod; thence South 89°38'53" East parallel to the North line of said Claim No. 39, a distance of 435.60 feet to a point marked by a 5/8 inch iron rod; thence North 100.00 feet to a point on the North line of said Claim No. 39, said point being 100.98 feet South 89°38'53" East of the aforementioned stone marking the Southwest corner of the John McNeil Claim No. 41; thence South 89°38'53" East along the North line of said Claim No. 39, a distance of 1676.40 feet to a point that is 2673.0 feet South 89°38'53" East of the aforementioned Northwest corner of the William Shepherd Claim; thence South 00°19'29" West parallel to the East line of said William Shepherd DLC 1856.58 feet to a point marked by a 5/8 inch iron rod; thence North 89°38'53" West parallel to the North line of said William Shepherd Claim a distance of 186.72 feet to a point marked by a 5/8 inch iron rod; thence South 00°20'21" West along a line fence 2098.38 feet to a point marked by a 5/8 inch iron rod; said iron rod being 242.63 feet North 00°20'21" East of a stone found marking the South line of the aforementioned William Shepherd DLC; thence South 89°51'02" East 1406.38 feet to a 1-1/2 inch iron pipe found marking Southerly Southwest corner of that certain tract of land conveyed to Donald Lee Bayne and Mildred Frances Bayne in Deed Recorded November 5, 1958 in Book 262, Page 450, Linn County, Oregon Deed Records; continuing South 89°51'02" East along the South boundary of said Bayne property 2111.55 feet to a point on the West line of the Charles Crosby DLC No. 37 in said Township and Range, said point being 1292.28 feet South 00°16'41" West of the Northwest corner of said Charles Crosby DLC; run thence South 00°16'41" West along the West line of said claim 100.00 feet, said point being marked by a 5/8 inch iron rod; thence North 89°51'02" West 3518.02 feet to a point marked by a 5/8 inch iron rod, said iron rod being 142.63 feet North 00°20'21" East of the aforementioned stone marking the South line of the William Shepherd DLC; thence South 00°28'21" West 142.63 feet to the said stone; thence run South 89°53'16" West along the South line of said DLC No. 39, a distance of 1233.53 feet to the Southwest corner thereof; thence following the meanders of the Willamette River downstream on the following courses and distances; North 5°30' West 1018.38 feet, North 21° West 495.0 feet, North 30°45' West 844.80 feet, North 67° West 462.0 feet, North 44°30' West 184.80 feet to a point that bears South from the point of beginning; thence run North along the West line of said Claim No. 39 a distance of 1687.62 feet to the point of beginning in Linn County, Oregon.

PARCEL IV: (12S-04W-29C -500)

Beginning at a point on the West line of Market Road No. 2, being South 4°08' West 535.38 feet from a 3/4 inch rod on the North line of the William McIlree Donation Land Claim No. 46 in Township 12 South, Range 4 West of the Willamette Meridian in Linn County, Oregon; and running thence South 4°08' West along the West line of said road 12.03 feet; thence West 210.13 feet; thence South 16°56' West 24.04 feet; thence West 62.70 feet to the bank of the Willamette River; thence Northerly along the East bank of said River to a point due West of the place of beginning; thence East 276.66 feet to the place of beginning.

PARCEL V:

An easement for right of way 100 feet in width for pipelines, communication lines, and all appurtenances thereto, upon under, over and across the following described real property: Beginning at a point on the South boundary of and 5239.76 feet North 89°51'47" West of the Southeast corner of the Charles J.B. Crosby Donation Land Claim No. 40 in Township 14 South, Range 4 West of the Willamette Meridian, in Linn County, Oregon; thence North 00°23'07" East 1366.02 feet to a point marked by a 3/4 inch iron pipe, said iron pipe being 1329.57 feet South 00°23'07" West of a point on the North line of said Charles J.B. Crosby Donation Land Claim; thence continuing North 00°23'07" East from said 3/4 inch iron pipe a distance of 10.0 feet to the true point of beginning, run thence North 00°23'07" East 100.0 feet; thence South 89°17'49" West 5135.18 feet to a point on the West line of said Charles J.B. Crosby Donation Land Claim that is 1292.28 feet South 00°16'41" West of the Northwest corner of

said Charles Crosby Donation Land Claim; run thence South  $00^{\circ}16'41''$  West along the West line of said Donation Land Claim 100.0 feet; thence leaving the West line of said Donation Land Claim and run North  $89^{\circ}17'49''$  East 5134.99 feet to the true point of beginning in Linn County, Oregon.

## **Exhibit B**

### **Encumbrances**

1. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Mountain States Power Company  
For: Electric power line pole and anchor  
Recorded: April 17, 1945  
Book: 169 Page: 611  
in Linn County, Oregon.  
Affects: Parcel I
  
2. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Mountain States Power Company  
For: Power poles and anchors  
Recorded: February 8, 1947  
Book: 189 Page: 411  
in Linn County, Oregon.  
Affects: Parcel I
  
3. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Northwest Natural Gas Company  
For: Pipeline  
Dated: July 29, 1968  
Recorded: August 7, 1968  
Book: 332 Page: 519  
in Linn County, Oregon.  
Affects: Parcel I
  
4. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Pacific Power and Light Company  
For: Electric transmission and distribution line  
Recorded: September 24, 1968  
Book: 333 Page: 639  
in Linn County, Oregon.  
Affects: Parcel I
  
5. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Consumers Power Inc.  
For: Power line  
Recorded: June 23, 1960  
Book: 271 Page: 743

- in Linn County, Oregon.  
Affects: Parcel III
6. Easement as reserved in Deed,  
For: farm crops  
Reserved by: Walter H. Rentsch  
Recorded: October 6, 1967  
Book: 326 Page: 487  
in Linn County, Oregon.
7. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Consumers Power Inc.  
For: Electric transmission or distribution line or system  
Dated: June 13, 1960  
Recorded: July 1, 1960  
Book: 272 Page: 1  
in Linn County, Oregon.  
Affects: Parcel III
8. Covenants, conditions and restrictions, but omitting covenants or restrictions, if any,  
based upon race, color, religion, sex, sexual orientation, familial status, marital status,  
disability, handicap, national origin, ancestry, or source of income, as set forth in  
applicable state or federal laws, except to the extent that said covenant or restriction is  
permitted by applicable law, imposed by instrument, including the terms and provisions  
thereof,  
Recorded: May 9, 1968  
Book: 330 Page: 731  
in Linn County, Oregon.  
Affects: Parcel III
9. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Donald Lee Bayne  
For: Road use  
Recorded: May 9, 1968  
Book: 330 Page: 734  
in Linn County, Oregon.  
Affects: Parcel III
10. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Cedile M. Matchett  
For: Irrigation water pipe line and pump site  
Dated: May 8, 1968  
Recorded: May 9, 1968



- Book: 330 Page: 738  
in Linn County, Oregon.
11. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Donald Lee Bayne and Mildred Francis Bayne, Donald Lee  
Bayne JR and Carol Jean Bayne  
For: Irrigation water pipe line and pump site  
Dated: May 8, 1968  
Recorded: May 9, 1968  
Book: 330 Page: 745  
in Linn County, Oregon.
12. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Consumers Power Inc.  
For: electric and telephone transmission and distribution line  
Recorded: January 14, 1969  
Book: 336 Page: 74  
in Linn County, Oregon.  
Affects: Parcel III
13. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: City of Halsey  
For: Sewer pipeline  
Recorded: August 13, 1968  
Book: 343 Page: 605  
in Linn County, Oregon  
Affects: Parcel I
14. Oil and gas Lease, including the terms and provisions thereof, a memorandum of which  
was,  
Lessor: American Can Company  
Lessee: Mobil Oil Corporation  
Dated: October 1, 1975  
Recorded: October 1, 1975  
Volume: 122 Page: 322  
in Linn County, Oregon

15. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Pacific Power and Light Co.  
For: Electric transmission and distribution line  
Recorded: August 19, 1971  
Volume: 22 Page: 70  
in Linn County, Oregon  
Affects: Parcel II
16. Covenants, conditions, restrictions and easements, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, imposed by instrument, including the terms and provisions thereof,  
Recorded: March 1, 1978  
Volume: 192 Page: 598  
in Linn County, Oregon
17. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Pope & Talbot Inc. and James River Paper Company  
Dated: June 14, 1993  
Recorded: June 29, 1993  
Volume: 646 Page: 627  
in Linn County, Oregon
18. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Pacific Power & Light Company  
For: Electric transmission lines, distribution lines, and or communication lines  
Recorded: June 28, 1993  
Volume: 646 Page: 256  
in Linn County, Oregon  
Affects: Parcel I
19. Lease, including the terms and provisions thereof, a memorandum of which was,  
Dated: September 30, 1999  
Recorded: October 1, 1999  
Volume: 1065 Page: 260  
in Linn County, Oregon  
Lessor: Pope & Talbot Inc.  
Lessee: Wilmington Trust Company

The lessee interest in said Lease was assigned by instrument,  
To: Pope & Talbot, LTD  
Dated: June 28, 2006  
Recorded: June 30, 2006  
Microfilm No.: 2006-16033  
in Linn County, Oregon

20. Lease, including the terms and provisions thereof, a memorandum of which was,  
Dated: September 30, 1999  
Recorded: October 1, 1999  
Volume: 1065 Page: 272  
in Linn County, Oregon  
Lessor: Wilmington Trust Company  
Lessee: Pope Talbot, Inc.

The lessor interest in said Lease was assigned by instrument,  
To: Pope & Talbot LTD  
Dated: June 28, 2006  
Recorded: June 30, 2006  
Microfilm No.: 2005-16032  
in Linn County, Oregon

21. Lease, including the terms and provisions thereof, a memorandum of which was,  
Dated: December 27, 2001  
Recorded: December 27, 2001  
Volume: 1248 Page: 577  
in Linn County, Oregon  
Lessor: Pope & Talbot Inc.  
Lessee: Wilmington Trust Company

The lessee interest in said Lease was assigned by instrument,  
To: Pope & Talbot LTD  
Dated: June 28, 2006  
Recorded: June 30, 2006  
Microfilm No.: 2006-16035  
in Linn County, Oregon

22. Lease, including the terms and provisions thereof, a memorandum of which was,  
Dated: December 27, 2001  
Recorded: December 27, 2001  
Volume: 1248 Page: 582  
in Linn County, Oregon

Lessor: Wilmington Trust Company  
Lessee: Halsey C102 Limited Partnership

The lessor interest in said Lease was assigned by instrument,  
To: Pope & Talbot LTD  
Dated: June 28, 2006  
Recorded: June 30, 2006  
Microfilm No.: 2006-16036  
in Linn County, Oregon

23. An Easement created by instrument, including the terms and provisions thereof,  
In favor of: Wilmington Trust Company  
For: Ingress, egress and vehicular loading, uploading and turn-around  
Dated: December 27, 2001  
Recorded: December 27, 2001  
Volume: 1248 Page: 588  
Re-recorded: March 18, 2002  
Volume: 1273 Page: 803  
in Linn County, Oregon

24. Lease, including the terms and provisions thereof, a memorandum of which was,  
Dated: December 27, 2001  
Recorded: December 27, 2001  
Volume: 1248 Page: 524  
in Linn County, Oregon  
Lessor:  
Lessee:

The lessee interest in said Lease was assigned by instrument,  
To: Pope Talbot Ltd  
Dated: June 28, 2006  
Recorded: June 30, 2006  
Microfilm No.: 2006-16033  
in Linn County, Oregon

EXHIBIT 1.01(e)

Form of General Conveyance

## GENERAL CONVEYANCE

THIS AGREEMENT made as of \_\_\_\_\_, 2008,

BETWEEN:

**MACKENZIE PULP LAND LTD.**

(the "Vendor")

AND:

**PT PINDO DELI PULP AND PAPER MILLS**

(the "Purchaser")

WITNESSES THAT WHEREAS:

A. By an agreement dated January 8, 2008, between the Vendor, the Purchaser and others (as may be amended from time to time, the "Purchase Agreement"), the Vendor agreed to sell and transfer to the Purchaser all of the right, title and interest of the Vendor in and to the MPL Assets, including the real property listed in Schedule A hereto (collectively, the "Assets") and;

B. The parties wish to enter into this Agreement to ensure that all of the Vendor's right, title and interest in and to the Assets are effectively transferred to the Purchaser;

NOW THEREFORE in consideration of the mutual covenants and premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Vendor covenants and agrees as follows:

1. Definition - In this Agreement, capitalized terms shall have the same meanings as defined in the Purchase Agreement unless defined herein.

2. Conveyance - The Vendor hereby assigns, transfers and conveys to the Purchaser as and from the date of this Agreement the following:

- (a) all the right, title and interest of the Vendor in and to the Assets; and
- (b) all rights, benefits and advantages to be derived from the Assets, including all powers, covenants, agreements, guarantees and indemnities, if any, contained therein;

free and clear of all Liens (except Permitted Encumbrances other than Mechanics Liens).

3. No Merger - Nothing contained in this Agreement shall in any way whatsoever derogate from, add to or operate as a merger or exclusion of the representations, warranties and covenant of the Vendor and the Purchaser contained in the Purchase Agreement or any other instrument contemplated by it.

4. Conflicts - This Agreement is subject to the provisions of the Purchase Agreement, and in the event that there is an inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement prevails.

5. Further Assurances – The Vendor shall at all times execute and deliver, at the request of the Purchaser, all such further documents and instruments and shall do and perform all such further acts as may be reasonably required by the Purchaser to give full effect to the intent and meaning of this Agreement.

6. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein. The Vendor and the Purchaser agree to submit to the jurisdiction of the courts of the Province of British Columbia with respect to any dispute relating to this Agreement and to appoint respective agents for the receipt of service of process in British Columbia.

7. Binding Effect - This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the Vendor has executed this Agreement as of the day and year first above written.

The Common Seal of )  
MACKENZIE PULP LAND LTD. was )  
hereunto affixed in the presence of: ) (C/S)  
)  
)  
\_\_\_\_\_)  
Authorized Signatory )  
)  
)  
\_\_\_\_\_)  
Authorized Signatory )  
)

EXHIBIT 1.01(f)

Sellers' Knowledge

Harold Stanton, President and Chief Executive Officer;

Neil Stuart, Chief Financial Officer;

John Shepherd, Director of Tax;

Beth Hardman, Director of Human Resources;

Jim Montgomery, Sls Technical Support and Corporate Environmental Compliance  
Manager;

Angel Diez, Vice-President of Pulp;

Paul Sadler, manager of the Harmac Pulp Mill;

Tom Boughner, manager of the Mackenzie Pulp Mill;

Wayne Henneck, manager of the Halsey Pulp Mill; and

Michael Hovey, Fibre Manager.



EXHIBIT 1.01(g)

Principles and Procedures for Inventory Valuation

Inventories will be valued at the lower of cost or market in accordance with US GAAP and the Sellers' existing accounting practices.

Items to be counted for inventory valuation are as follows:

Chips

Pulp logs

Sawdust

General parts and supplies (including chemicals)

Post-consumer fiber

EXHIBIT 2.04

Form of Deposit Escrow Agreement

## DEPOSIT ESCROW AGREEMENT

THIS DEPOSIT ESCROW AGREEMENT (this “Deposit Escrow Agreement”) dated as of January 11, 2008 by and among Pope & Talbot, Inc., a corporation organized under the laws of the State of Delaware, Pope & Talbot Ltd. (“PTL”), a corporation organized under the federal laws of Canada, Pope & Talbot Pulp Sales U.S., Inc., a corporation organized under the laws of the State of Delaware, Mackenzie Pulp Land Ltd., a corporation organized under the laws of the Province of British Columbia and P&T Power Company, a corporation organized under the laws of Oregon (collectively, the “Sellers”), PT Pindo Deli Pulp and Paper Mills, an Indonesian corporation (the “Purchaser”) and Deutsche Bank Trust Company Americas, a New York Bank Corporation, as escrow agent (the “Escrow Agent”). Capitalized terms used but not otherwise defined in this Deposit Escrow Agreement shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

### RECITALS

WHEREAS, this Deposit Escrow Agreement is being entered into pursuant to that certain Asset Purchase Agreement (the “Asset Purchase Agreement”), dated as of January 8, 2008, by and among the Sellers and the Purchaser;

WHEREAS, in accordance with the Asset Purchase Agreement, the parties desire to establish an escrow to secure the payment of the Purchaser’s Deposit pursuant to Section 2.06(a) of the Asset Purchase Agreement;

WHEREAS, the Escrow Agent is willing to act as the escrow agent under this Deposit Escrow Agreement to hold certain funds designated herein as the “Escrow Fund” in an escrow account (the “Escrow Account”); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the parties have agreed to enter into this Deposit Escrow Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and agreements set forth in this Deposit Escrow Agreement the parties hereto agree as follows:

### ARTICLE I

#### ESCROW PROVISIONS

1.1 Appointment and Agreement of Escrow Agent. The Sellers and the Purchaser hereby appoint the Escrow Agent to serve as, and the Escrow Agent hereby agrees to act as, escrow agent upon the terms and conditions of this Deposit Escrow Agreement.

1.2 Establishment of the Escrow Fund. (a) Simultaneously with the execution of this Deposit Escrow Agreement, Purchaser has delivered the amount of \$10,529,000 (the

“Purchaser’s Deposit”) to the Escrow Agent to be held in the Escrow Account (together with all interest, accretion in principal or other income or gain realized upon the amounts, the “Escrow Fund”). The Escrow Fund shall not be subject to a lien or attachment by any creditor of any party hereto and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

(b) The Sellers and the Purchaser hereby agree that the Escrow Fund shall be initially invested into the **JPMorgan Fleming US Dollar Treasury Liquidity Fund - #1365**. During the term of this Deposit Escrow Agreement, the Escrow Agent shall invest and reinvest the Escrow Fund in any of the following investments, in each case at the written direction of an Authorized Person (as hereinafter defined) of both the Sellers and the Purchaser:

- (i) money market or mutual funds registered under the Investment Act of 1940;
- (ii) commercial paper (having original maturities of not more than 270 days) of any corporation which on the date of acquisition has been rated by any nationally recognized statistical rating organization in its highest short-term unsecured debt rating category available;
- (iii) direct obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, provided such obligations are backed by the full faith and credit of the United States; or
- (iv) time deposits with any commercial bank that is a member of the Federal Reserve System.

(c) The Escrow Agent shall have no obligation to invest or reinvest the Escrow Fund if deposited with the Escrow Agent after 11:00 a.m. (E.S.T.) of such day of deposit. Instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following Business Day. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Fund. Any interest or other income received on such investment and reinvestment of the Escrow Fund shall become part of the Escrow Fund and any losses incurred on such investment and reinvestment of the Escrow Fund shall be debited against the Escrow Fund. If a selection is not made and a written direction not given to the Escrow Agent, the Escrow Fund shall be invested in **JPMorgan Fleming US Dollar Treasury Liquidity Fund - #1365**. It is agreed and understood that the entity serving as Escrow Agent may earn fees associated with the investments outlined above in accordance with the terms of such investments. Notwithstanding the foregoing, the Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to release the Escrow Fund pursuant to Section 1.6 hereof. In no event shall the Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder. It is understood and agreed that the Escrow Agent or its affiliates are permitted to receive additional compensation that could be deemed to be in the Escrow Agent’s economic self-interest for (1) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub-custodian with respect to certain of the

investments, (2) using affiliates to effect transactions in certain investments and (3) effecting transactions in investments.

1.3 Purpose of the Escrow Fund. Subject to the terms and conditions of this Deposit Escrow Agreement, the Escrow Agent shall hold the Escrow Fund to secure certain payment obligations pursuant to Section 2.06 of the Asset Purchase Agreement.

1.4 Maintenance of the Escrow. (a) The Escrow Agent shall continue to maintain the Escrow Fund, as the case may be, until the earlier of: (i) the time at which there shall be no funds in such Escrow Fund (through any payment made pursuant to Section 1.6 hereof) and (ii) the termination of this Deposit Escrow Agreement.

(b) Notwithstanding any other provision of this Deposit Escrow Agreement to the contrary, at any time prior to the termination of the Escrow Fund, the Escrow Agent shall, if so instructed by a Joint Notice (as defined below), pay from the Escrow Fund to the Sellers or the Purchaser, as directed in such Joint Notice, the amount of cash so instructed.

1.5 Rights of Ownership. Neither the Escrow Fund nor any beneficial interest therein may be pledged, sold, assigned or transferred, including by operation of law, by the Purchaser or be taken or reached by any legal or equitable process in satisfaction of any debt or other liability of the Purchaser, prior to the delivery to the Purchaser of the Escrow Fund as provided herein, unless specifically agreed to in writing by the Sellers.

1.6 Payments from the Escrow Fund.

(a) At any time prior to the Closing Date, in the event that the Asset Purchase Agreement is terminated by the Sellers or the Purchaser for any of the reasons set forth in Section 8.01(a), (b), (d) or (e) thereof, the Sellers and the Purchaser shall promptly notify the Escrow Agent in writing (a “Joint Notice”) to such effect, and the Escrow Agent shall, as promptly as practicable after its receipt of such Joint Notice, liquidate all investments in the Escrow Account and pay in full to the Purchaser, by wire transfer in immediately available funds, all such amounts as shall be received upon the liquidation of such investments immediately upon receipt of such amounts by the Escrow Agent;

(b) At any time prior to the Closing Date, if the Asset Purchase Agreement is terminated by the Sellers for the reason set forth in Section 8.01(c) thereof, the Sellers and the Purchaser shall provide a Joint Notice to the Escrow Agent to such effect, and the Escrow Agent shall, as promptly as practicable after its receipt of such Joint Notice, liquidate all investments in the Escrow Account and pay in full to PTL, on behalf of the Sellers, by wire transfer in immediately available funds, all such amounts as shall be received upon the liquidation of such investments immediately upon receipt of such amounts by the Escrow Agent; or

(c) At the Closing, the Escrow Agent shall liquidate all investments in the Escrow Account and transfer all such amounts as shall be received upon the liquidation of such investments to the Purchase Price Bank Account, by wire transfer in immediately available funds.

1.7 Term of Deposit Escrow Agreement. This Deposit Escrow Agreement shall terminate upon the later of (1) distribution by the Escrow Agent of the Escrow Fund held in the Escrow Account and (2) the Closing Date.

1.8 Escrow Agent.

(a) Duties. The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied against the Escrow Agent. The Escrow Agent shall not be subject to, nor required to comply with, any other agreement to which any of the Sellers or the Purchaser is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Deposit Escrow Agreement) from the Sellers or the Purchaser. Except as provided in this Deposit Escrow Agreement and except for the Escrow Agent's bad faith, intentional misconduct or gross negligence, the Escrow Agent shall have no liability or obligation with respect to the Escrow Fund. The Escrow Agent's sole responsibility shall be for the safekeeping, investment, and disbursement of the Escrow Fund in accordance with the terms of this Deposit Escrow Agreement. The Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein or in written documentation executed by the Sellers and/or the Purchaser provided to the Escrow Agent. The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement. The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Fund, or to appear in, prosecute or defend any such legal action or proceedings. The Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability and shall be fully protected from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. The Sellers, on the one hand, and Purchaser, on the other hand, shall each promptly pay, upon demand, 50% of the reasonable fees and expenses of any such counsel. All instructions to the Escrow Agent shall be in writing.

(b) Reliance by Escrow Agent. The Escrow Agent may rely upon any order, judgment, certification, demand, notice or instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Deposit Escrow Agreement. The Escrow Agent may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice to make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. When the Escrow Agent acts on any information, instructions, communications, (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by facsimile or other form

of electronic or data transmission, the Escrow Agent shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the Sellers or the Purchaser or is not in the form the Sellers or the Purchaser sent or intended to send (whether due to fraud, distortion or otherwise); provided, however, that the Escrow Agent shall not have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the bad faith, gross negligence or intentional misconduct of the Escrow Agent.

(c) Indemnification. From and at all times after the date of this Deposit Escrow Agreement, the Sellers, on the one hand, and the Purchaser, on the other hand, shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless Escrow Agent and its officers, directors, employees, representatives and agents from and against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against Escrow Agent from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Deposit Escrow Agreement or any transactions contemplated herein, whether or not the Escrow Agent is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that the Escrow Agent shall not have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the bad faith, gross negligence or intentional misconduct of the Escrow Agent. All of the losses, damages, costs and expenses of Escrow Agent pursuant to this Section 1.8(c) shall be payable 50% by the Sellers and 50% by the Purchaser upon demand by Escrow Agent. The obligations under this Section 1.8(c) shall survive any termination of this Deposit Escrow Agreement and the resignation or removal of Escrow Agent. Nothing contained in this Section 1.8 shall impair, limit, modify or affect the rights of the Sellers and the Purchaser, as between themselves.

(d) Disputes and Conflicting Claims. In the event of any dispute between or conflicting claims between the Sellers on the one hand and the Purchaser, on the other, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to the Escrow Fund so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to the Sellers or the Purchaser for failure or refusal to comply with such conflicting claims, demands or instructions. The Escrow Agent shall be entitled to refuse to act until such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties.

(e) Provision of Statements. The Escrow Agent shall provide to the Sellers and the Purchaser monthly statements identifying transactions, transfers or holdings of the Escrow Fund and each such statement shall be deemed to be correct and final upon receipt

thereof by the Sellers and the Purchaser unless the Escrow Agent is notified in writing by the Sellers or the Purchaser to the contrary within thirty (30) Business Days of the date of such statement.

(f) Resignation of Escrow Agent. The Escrow Agent may resign from the performance of its duties hereunder at any time by giving twenty (20) Business Days' prior written notice to the Sellers and the Purchaser or may be removed, with or without cause, by the Sellers and the Purchaser, acting jointly, at any time by the giving of seven (7) Business Days' prior written notice to the Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor Escrow Agent as provided herein. Upon any such notice of resignation or removal, the Sellers and the Purchaser mutually shall agree upon and appoint a successor Escrow Agent hereunder, which shall be a commercial bank, trust company or other financial institution with a combined capital and surplus in excess of \$1,000,000,000, unless waived by the Sellers and the Purchaser, which shall agree in writing to be bound by the terms of this Deposit Escrow Agreement. Upon the acceptance in writing of any appointment as the Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations under this Deposit Escrow Agreement, but shall not be discharged from any liability for actions taken as the Escrow Agent hereunder prior to such succession. After any retiring Escrow Agent's resignation or removal, the provisions of this Deposit Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Escrow Agent under this Deposit Escrow Agreement. If the Sellers and the Purchaser are unable to agree upon a successor escrow agent, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid 50% by the Sellers and 50% by the Purchaser.

(g) Fees of Escrow Agent. All fees and costs of the Escrow Agent, including the normal and usual costs of administering the Escrow Account shall be paid 50% by the Sellers and 50% by the Purchaser. In the event that the conditions of this Deposit Escrow Agreement are not promptly fulfilled or that the Escrow Agent renders any service hereunder not provided for herein or that there is any assignment of any interest in the subject matter of the Escrow Fund or modification hereof, the Escrow Agent shall be reasonably compensated for such extraordinary services by the party that is responsible for or requests such services. The obligations under this Section 1.8(g) shall survive any termination of this Deposit Escrow Agreement and the resignation or removal of the Escrow Agent.

## ARTICLE II

### GENERAL PROVISIONS

2.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile or registered or certified mail (postage prepaid, return receipt



requested) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 2.1):

If to the Sellers:

Pope & Talbot, Inc.  
1500 S.W. First Avenue, Suite 200  
Portland, Oregon 97201  
USA  
Attention: R. Neil Stuart, Chief Financial Officer  
Fax: (503) 220-2758

With a copy to:

Shearman & Sterling LLP  
599 Lexington Avenue  
New York, New York 10022  
Attention: Fredric Sosnick  
Christa A. D'Alimonte  
Fax: (212) 848-7179

If to the Purchaser:

PT Pindo Deli Pulp and Paper Mills  
Plaza BII, Tower II 7th floor  
Jalan M.L. Thamrin No. 51  
Jakarta 10350  
Republic of Indonesia  
Attention: Raymond Liu  
Fax: (62-21) 392 9001-3

With a copy to:

White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036  
USA

Attention : John M. Reiss  
Matthew J. Kautz  
Fax: (212) 354-8113

If to the Escrow Agent:

Deutsche Bank Trust Company Americas  
60 Wall Street, MS NYC 60-2710  
New York, NY 10005  
Attention: Manager, Escrow Team  
Phone: (212) 250-5845  
Fax: (732) 578-4593

2.2 Parties Bound by Agreement. The terms, conditions and obligations of this Deposit Escrow Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Except as hereinafter provided, without the prior written consent of the other parties, no party may assign such party's rights, duties or obligations hereunder or any part thereof to any other person or entity.

2.3 Number; Gender. Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders.

2.4 Headings. The headings of the Articles and Sections of this Deposit Escrow Agreement are inserted for convenience only and shall not be deemed to constitute part of this Deposit Escrow Agreement or to affect the construction hereof.

2.5 Amendment. This Deposit Escrow Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Sellers, the Purchaser and the Escrow Agent or (b) by a waiver in accordance with Section 2.6.

2.6 Waiver. Any party to this Deposit Escrow Agreement may: (a) extend the time for the performance of any of the obligations or other acts of the other parties; (b) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered by the other parties pursuant hereto; or (c) waive compliance with any of the agreements of the other parties or conditions to such other parties' obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Deposit Escrow Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

2.7 Governing Law. This Deposit Escrow Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York and, to the extent applicable, the Bankruptcy Code and the CCAA. The parties hereto agree that the Bankruptcy Court shall

be the exclusive forum for enforcement of this Deposit Escrow Agreement and (only for the limited purpose of such enforcement) submit to the jurisdiction thereof; provided that if the Bankruptcy Court determines that it does not have subject matter jurisdiction over any action or proceeding arising out of or relating to this Deposit Escrow Agreement, then each party: (a) agrees that all such actions or proceedings shall be heard and determined in a New York federal court sitting in The City of New York; (b) irrevocably submits to the jurisdiction of such court in any such action or proceeding; (c) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court; and (d) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 2.1 hereof (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York Law).

2.8 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS DEPOSIT ESCROW AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS DEPOSIT ESCROW AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.8.

2.9 No Limitation. The parties agree that the rights and remedies of any party under this Deposit Escrow Agreement shall not operate to limit any other rights and remedies otherwise available to any party under the Asset Purchase Agreement or otherwise.

2.10 Severability. If any term or other provision of this Deposit Escrow Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Deposit Escrow Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Deposit Escrow Agreement is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Deposit Escrow Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Deposit Escrow Agreement are consummated as originally contemplated to the greatest extent possible.

2.11 Exclusions. The Escrow Agent is not a party to, nor is it bound by, nor need it give consideration to the terms or provisions of, any agreement or undertaking among the undersigned or any of them, or between the undersigned or any of them and other persons, including, but not limited to, the Asset Purchase Agreement or any agreement or undertaking which may be evidenced by or disclosed by the Escrow Fund, it being the intention of the parties that the Escrow Agent assent to and be obligated to give consideration only to the terms and provisions thereof.

2.12 Absence of Third Party Beneficiary Rights. This Deposit Escrow Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Deposit Escrow Agreement.

2.13 Tax Matters. Each of the Sellers and the Purchaser agrees that any income earned from the investment of the Escrow Amount shall be reported as income of PTL, on behalf of the Sellers, for all Tax purposes. Each of PTL and the Purchaser shall provide the Escrow Agent with its taxpayer identification number documented by an appropriate IRS Form W-8 or W-9 upon execution of this Deposit Escrow Agreement. Any payments of income pursuant to this Deposit Escrow Agreement shall be subject to all applicable withholding and information reporting requirements.

2.14 Counterparts. This Deposit Escrow Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

2.15 USA Patriot Act. The parties hereto acknowledge that, in accordance with Section 326 of the USA Patriot Act the Escrow Agent, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Deposit Escrow Agreement agree that they will provide the Escrow Agent with such information as it may request in order for the Escrow Agent to satisfy the requirements of the USA Patriot Act.

2.16 Authorized Persons. For purposes of sending and receiving instructions or directions hereunder, all such instructions or directions shall be, and the Escrow Agent may conclusively rely upon such instructions or directions, delivered, and executed by representatives of the Sellers and the Purchaser designated on Schedule I hereto (each such representative, an “Authorized Person”), as such schedule may be updated from time to time.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Deposit Escrow Agreement to be executed as of the date first above written.

**SELLERS**

POPE & TALBOT, INC.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT LTD.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT PULP SALES U.S., INC.

By: \_\_\_\_\_  
Name:  
Title:

MACKENZIE PULP LAND LTD.

By: \_\_\_\_\_  
Name:  
Title:

P&T POWER COMPANY

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER**

PT PINDO PULP AND PAPER MILLS

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

Name:

Title:

**ESCROW AGENT**

DEUTSCHE BANK TRUST COMPANY  
AMERICAS

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

Name:

Title:

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

Name:

Title:

**Schedule I**

**Authorized Representatives of Sellers**

	<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
1.			
2.			
3.			

**Authorized Representatives of Purchaser**

	<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
1.			
2.			
3.			

EXHIBIT 2.07(b)

Form of Price Adjustment Escrow Agreement



## PRICE ADJUSTMENT ESCROW AGREEMENT

THIS PRICE ADJUSTMENT ESCROW AGREEMENT (this “Price Adjustment Escrow Agreement”) dated as of \_\_\_\_\_, 2008 by and among Pope & Talbot, Inc., a corporation organized under the laws of the State of Delaware, Pope & Talbot Ltd. (“PTL”), a corporation organized under the federal laws of Canada, Pope & Talbot Pulp Sales U.S., Inc., a corporation organized under the laws of the State of Delaware, Mackenzie Pulp Land Ltd., a corporation organized under the laws of the Province of British Columbia and, to the extent that the Option is exercised, P&T Power Company, a corporation organized under the laws of Oregon (collectively, the “Sellers”), PT Pindo Deli Pulp and Paper Mills, an Indonesian corporation (the “Purchaser”) and Deutsche Bank Trust Company Americas, a New York Bank Corporation, as escrow agent (the “Escrow Agent”). Capitalized terms used but not otherwise defined in this Price Adjustment Escrow Agreement shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

### RECITALS

WHEREAS, this Price Adjustment Escrow Agreement is being entered into pursuant to that certain Asset Purchase Agreement dated as of January 8, 2008 (as may be amended from time to time, the “Asset Purchase Agreement”) by and among the Sellers and the Purchaser;

WHEREAS, in accordance with the Asset Purchase Agreement, the parties desire to establish an escrow to secure certain payment obligations pursuant to Section 2.08(b) of the Asset Purchase Agreement;

WHEREAS, the Escrow Agent is willing to act as the escrow agent under this Price Adjustment Escrow Agreement to hold certain funds designated herein as the “Escrow Fund” in an escrow account (the “Escrow Account”); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the parties have agreed to enter into this Price Adjustment Escrow Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and agreements set forth in this Price Adjustment Escrow Agreement the parties hereto agree as follows:

### ARTICLE I

#### ESCROW PROVISIONS

1.1 Appointment and Agreement of Escrow Agent. The Sellers and the Purchaser hereby appoint the Escrow Agent to serve as, and the Escrow Agent hereby agrees to act as, escrow agent upon the terms and conditions of this Price Adjustment Escrow Agreement.

1.2 Establishment of the Escrow Fund. (a) Simultaneously with the execution of this Price Adjustment Escrow Agreement, Purchaser has delivered the amount of \$[10,529,000], equal to twenty-five percent (25%) of the Interim Price Adjustment (the “Price Adjustment Deposit”) to the Escrow Agent to be held in the Escrow Account (together with all interest, accretion in principal or other income or gain realized upon the amounts, the “Escrow Fund”). The Escrow Fund shall not be subject to a lien or attachment by any creditor of any party hereto and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

(b) The Sellers and the Purchaser hereby agree that the Escrow Fund shall be initially invested into the **JPMorgan Fleming US Dollar Treasury Liquidity Fund - #1365**. During the term of this Price Adjustment Escrow Agreement, the Escrow Agent shall invest and reinvest the Escrow Fund in any of the following investments, in each case at the written direction of an Authorized Person (as hereinafter defined) of both the Sellers and the Purchaser:

- (i) money market or mutual funds registered under the Investment Act of 1940;
- (ii) commercial paper (having original maturities of not more than 180 days) of any corporation which on the date of acquisition has been rated by any nationally recognized statistical rating organization in its highest short-term unsecured debt rating category available;
- (iii) direct obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, provided such obligations are backed by the full faith and credit of the United States; or
- (iv) time deposits with any commercial bank that is a member of the Federal Reserve System.

(c) The Escrow Agent shall have no obligation to invest or reinvest the Escrow Fund if deposited with the Escrow Agent after 11:00 a.m. (E.S.T.) of such day of deposit. Instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following Business Day. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Fund. Any interest or other income received on such investment and reinvestment of the Escrow Fund shall become part of the Escrow Fund and any losses incurred on such investment and reinvestment of the Escrow Fund shall be debited against the Escrow Fund. If a selection is not made and a written direction not given to the Escrow Agent, the Escrow Fund shall be invested in **JPMorgan Fleming US Dollar Treasury Liquidity Fund - #1365**. It is agreed and understood that the entity serving as Escrow Agent may earn fees associated with the investments outlined above in accordance with the terms of such investments. Notwithstanding the foregoing, the Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to release the Escrow Fund pursuant to Section 1.6 hereof. In no event shall the Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder. It is understood and agreed that the Escrow Agent or its affiliates are permitted to receive additional compensation that could be deemed to be in the

Escrow Agent's economic self-interest for (1) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub-custodian with respect to certain of the investments, (2) using affiliates to effect transactions in certain investments and (3) effecting transactions in investments.

1.3 Purpose of the Escrow Fund. Subject to the terms and conditions of this Price Adjustment Escrow Agreement, the Escrow Agent shall hold the Escrow Fund to secure certain payment obligations pursuant to Section 2.08 of the Asset Purchase Agreement.

1.4 Maintenance of the Escrow. (a) The Escrow Agent shall continue to maintain the Escrow Fund, as the case may be, until the earlier of: (i) the time at which there shall be no funds in such Escrow Fund (through any payment made pursuant to Section 1.6 hereof) and (ii) the termination of this Price Adjustment Escrow Agreement.

(b) Notwithstanding any other provision of this Price Adjustment Escrow Agreement to the contrary, at any time prior to the termination of the Escrow Fund, the Escrow Agent shall, if so instructed by a Joint Notice (as defined below), pay from the Escrow Fund to the Sellers or the Purchaser, as directed in such Joint Notice, the amount of cash so instructed.

1.5 Rights of Ownership. Neither the Escrow Fund nor any beneficial interest therein may be pledged, sold, assigned or transferred, including by operation of law, by the Purchaser or be taken or reached by any legal or equitable process in satisfaction of any debt or other liability of the Purchaser, prior to the delivery to the Purchaser of the Escrow Fund as provided herein, unless specifically agreed to in writing by the Sellers.

1.6 Payments from the Escrow Fund. On the third Business Day following the delivery of the Independent Accounting Firm Report or pursuant to Section 2.08(a) of the Asset Purchase Agreement, the appropriate adjusting payment shall be made in accordance with Section 2.08(b) thereof as follows:

(a) In the event that the Actual Price Adjustment, as determined in accordance with Section 2.08 of the Asset Purchase Agreement, is equal to or greater than the Interim Price Adjustment, then the Sellers and the Purchaser shall promptly notify the Escrow Agent in writing (a "Joint Notice") to such effect, and the Escrow Agent shall, as promptly as practicable after its receipt of such Joint Notice, liquidate all investments in the Escrow Account and pay in full to PTL, on behalf of the Sellers, by wire transfer in immediately available good funds, all such amounts as shall be received upon the liquidation of such investments immediately upon receipt of such amounts by the Escrow Agent;

(b) In the event that the Actual Price Adjustment, as determined in accordance with Section 2.08 of the Asset Purchase Agreement, is less than the Interim Price Adjustment and the difference between the Actual Price Adjustment and the Interim Price Adjustment (the "Price Adjustment Difference") is less than the Price Adjustment Deposit, then the Sellers and the Purchaser shall provide a Joint Notice to the Escrow Agent to such effect, and the Escrow Agent shall, as promptly as practicable after its receipt of such Joint Notice, liquidate all investments in the Escrow Account and, immediately upon receipt of such amounts, pay in full, by wire transfer in immediately available good funds, (i) to the Purchaser an amount equal to the

Price Adjustment Difference and (ii) to PTL, on behalf of the Sellers, the remaining balance of the Escrow Fund; and

(c) In the event that the Actual Price Adjustment, as determined in accordance with Section 2.08 of the Asset Purchase Agreement, is less than the Interim Price Adjustment and the Price Adjustment Difference is greater than the Price Adjustment Deposit, then the Sellers and the Purchaser shall provide a Joint Notice to the Escrow Agent to such effect, and the Escrow Agent shall, as promptly as practicable after its receipt of such Joint Notice, liquidate all investments in the Escrow Account and pay in full to the Purchaser, by wire transfer in immediately available funds, all such amounts as shall be received upon the liquidation of such investments immediately upon receipt of such amounts by the Escrow Agent.

1.7 Term of Price Adjustment Escrow Agreement. This Price Adjustment Escrow Agreement shall terminate upon the distribution by the Escrow Agent of the Escrow Fund held in the Escrow Account.

1.8 Escrow Agent.

(a) Duties. The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied against the Escrow Agent. The Escrow Agent shall not be subject to, nor required to comply with, any other agreement to which any of the Sellers or the Purchaser is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Price Adjustment Escrow Agreement) from the Sellers or the Purchaser. Except as provided in this Price Adjustment Escrow Agreement and except for the Escrow Agent's bad faith, intentional misconduct or gross negligence, the Escrow Agent shall have no liability or obligation with respect to the Escrow Fund. The Escrow Agent's sole responsibility shall be for the safekeeping, investment, and disbursement of the Escrow Fund in accordance with the terms of this Price Adjustment Escrow Agreement. The Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein or in written documentation executed by the Sellers and/or the Purchaser provided to the Escrow Agent. The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement. The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Fund, or to appear in, prosecute or defend any such legal action or proceedings. The Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability and shall be fully protected from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. The Sellers, on the one hand, and Purchaser, on the other hand, shall each promptly pay, upon demand, 50% of the

reasonable fees and expenses of any such counsel. All instructions to the Escrow Agent shall be in writing.

(b) Reliance by Escrow Agent. The Escrow Agent may rely upon any order, judgment, certification, demand, notice or instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Price Adjustment Escrow Agreement. The Escrow Agent may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice to make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. When the Escrow Agent acts on any information, instructions, communications, (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by facsimile or other form of electronic or data transmission, the Escrow Agent shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the Sellers or the Purchaser or is not in the form the Sellers or the Purchaser sent or intended to send (whether due to fraud, distortion or otherwise); provided, however, that the Escrow Agent shall not have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the bad faith, gross negligence or intentional misconduct of the Escrow Agent.

(c) Indemnification. From and at all times after the date of this Price Adjustment Escrow Agreement, the Sellers, on the one hand, and the Purchaser, on the other hand, shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless Escrow Agent and its officers, directors, employees, representatives and agents from and against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against Escrow Agent from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Price Adjustment Escrow Agreement or any transactions contemplated herein, whether or not the Escrow Agent is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that the Escrow Agent shall not have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the bad faith, gross negligence or intentional misconduct of the Escrow Agent. All of the losses, damages, costs and expenses of Escrow Agent pursuant to this Section 1.8(c) shall be payable 50% by the Sellers and 50% by the Purchaser upon demand by Escrow Agent. The obligations under this Section 1.8(c) shall survive any termination of this Price Adjustment Escrow Agreement and the resignation or removal of Escrow Agent. Nothing contained in this Section 1.8 shall impair, limit, modify or affect the rights of the Sellers and the Purchaser, as between themselves.

(d) Disputes and Conflicting Claims. In the event of any dispute between or conflicting claims between the Sellers on the one hand and the Purchaser on the other, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to the Escrow Fund so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to the Sellers or the Purchaser for failure or refusal to comply with such conflicting claims, demands or instructions. The Escrow Agent shall be entitled to refuse to act until such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties.

(e) Provision of Statements. The Escrow Agent shall provide to the Sellers and the Purchaser monthly statements identifying transactions, transfers or holdings of the Escrow Fund and each such statement shall be deemed to be correct and final upon receipt thereof by the Sellers and the Purchaser unless the Escrow Agent is notified in writing by the Sellers or the Purchaser to the contrary within thirty (30) Business Days of the date of such statement.

(f) Resignation of Escrow Agent. The Escrow Agent may resign from the performance of its duties hereunder at any time by giving twenty (20) Business Days' prior written notice to the Sellers and the Purchaser or may be removed, with or without cause, by the Sellers and the Purchaser, acting jointly, at any time by the giving of seven (7) Business Days' prior written notice to the Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor Escrow Agent as provided herein. Upon any such notice of resignation or removal, the Sellers and the Purchaser mutually shall agree upon and appoint a successor Escrow Agent hereunder, which shall be a commercial bank, trust company or other financial institution with a combined capital and surplus in excess of \$1,000,000,000, unless waived by the Sellers and the Purchaser, which shall agree in writing to be bound by the terms of this Price Adjustment Escrow Agreement. Upon the acceptance in writing of any appointment as the Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations under this Price Adjustment Escrow Agreement, but shall not be discharged from any liability for actions taken as the Escrow Agent hereunder prior to such succession. After any retiring Escrow Agent's resignation or removal, the provisions of this Price Adjustment Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Escrow Agent under this Price Adjustment Escrow Agreement. If the Sellers and the Purchaser are unable to agree upon a successor escrow agent, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid 50% by the Sellers and 50% by the Purchaser.

(g) Fees of Escrow Agent. All fees and costs of the Escrow Agent, including the normal and usual costs of administering the Escrow Account shall be paid 50% by the Sellers and 50% by the Purchaser. In the event that the conditions of this Price Adjustment Escrow Agreement are not promptly fulfilled or that the Escrow Agent renders any service

hereunder not provided for herein or that there is any assignment of any interest in the subject matter of the Escrow Fund or modification hereof, the Escrow Agent shall be reasonably compensated for such extraordinary services by the party that is responsible for or requests such services. The obligations under this Section 1.8(g) shall survive any termination of this Price Adjustment Escrow Agreement and the resignation or removal of the Escrow Agent.

## ARTICLE II

### GENERAL PROVISIONS

2.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile or registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 2.1):

If to the Sellers:

Pope & Talbot, Inc.  
1500 S.W. First Avenue, Suite 200  
Portland, Oregon 97201  
USA  
Attention: R. Neil Stuart, Chief Financial Officer  
Fax: (503) 220-2758

With a copy to:

Shearman & Sterling LLP  
599 Lexington Avenue  
New York, New York 10022  
Attention: Fredric Sosnick  
Christa A. D'Alimonte  
Fax: (212) 848-7179

If to the Purchaser:

PT Pindo Deli Pulp and Mills  
Plaza BII, Tower II 7th floor  
Jalan M.L. Thamrin No. 51  
Jakarta 10350  
Republic of Indonesia

Telecopy: (62-21) 392 9001-3

Attention: Raymond Liu

with a copy to:

White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036  
USA

Telecopy: (212) 354-8113  
Attention: John M. Reiss  
Matthew J. Kautz

If to the Escrow Agent:

Deutsche Bank Trust Company Americas  
60 Wall Street, MS NYC 60-2710  
New York, NY 10005  
Attention: Manager, Escrow Team  
Phone: (212) 250-5845  
Fax: (732) 578-4593

2.2 Parties Bound by Agreement. The terms, conditions and obligations of this Price Adjustment Escrow Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Except as hereinafter provided, without the prior written consent of the other parties, no party may assign such party's rights, duties or obligations hereunder or any part thereof to any other person or entity.

2.3 Number; Gender. Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders.

2.4 Headings. The headings of the Articles and Sections of this Price Adjustment Escrow Agreement are inserted for convenience only and shall not be deemed to constitute part of this Price Adjustment Escrow Agreement or to affect the construction hereof.

2.5 Amendment. This Price Adjustment Escrow Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Sellers, the Purchaser and the Escrow Agent or (b) by a waiver in accordance with Section 2.6.

2.6 Waiver. Any party to this Price Adjustment Escrow Agreement may: (a) extend the time for the performance of any of the obligations or other acts of the other parties; (b) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered by the other parties pursuant hereto; or (c) waive compliance with any of the agreements of the other parties or conditions to such other parties' obligations contained



herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Price Adjustment Escrow Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

2.7 Governing Law. This Price Adjustment Escrow Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York and, to the extent applicable, the Bankruptcy Code and the CCAA. The parties hereto agree that the Bankruptcy Court shall be the exclusive forum for enforcement of this Price Adjustment Escrow Agreement and (only for the limited purpose of such enforcement) submit to the jurisdiction thereof; provided that if the Bankruptcy Court determines that it does not have subject matter jurisdiction over any action or proceeding arising out of or relating to this Price Adjustment Escrow Agreement, then each party: (a) agrees that all such actions or proceedings shall be heard and determined in a New York federal court sitting in The City of New York in the borough of Manhattan; (b) irrevocably submits to the jurisdiction of such court in any such action or proceeding; (c) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court; and (d) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 2.1 hereof (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York Law).

2.8 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PRICE ADJUSTMENT ESCROW AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS PRICE ADJUSTMENT ESCROW AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.8.

2.9 No Limitation. The parties agree that the rights and remedies of any party under this Price Adjustment Escrow Agreement shall not operate to limit any other rights and remedies otherwise available to any party under the Asset Purchase Agreement or otherwise.

2.10 Severability. If any term or other provision of this Price Adjustment Escrow Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Price Adjustment Escrow Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Price Adjustment Escrow Agreement is not affected in any manner

materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Price Adjustment Escrow Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Price Adjustment Escrow Agreement are consummated as originally contemplated to the greatest extent possible.

2.11 Exclusions. The Escrow Agent is not a party to, nor is it bound by, nor need it give consideration to the terms or provisions of, any agreement or undertaking among the undersigned or any of them, or between the undersigned or any of them and other persons, including, but not limited to, the Asset Purchase Agreement or any agreement or undertaking which may be evidenced by or disclosed by the Escrow Fund, it being the intention of the parties that the Escrow Agent assent to and be obligated to give consideration only to the terms and provisions thereof.

2.12 Absence of Third Party Beneficiary Rights. This Price Adjustment Escrow Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Price Adjustment Escrow Agreement.

2.13 Tax Matters. Each of the Sellers and the Purchaser agree that any income earned from the investment of the Escrow Amount shall be reported as income of PTL, on behalf of the Sellers, for all Tax purposes. Each of PTL and the Purchaser shall provide the Escrow Agent with its taxpayer identification number documented by an appropriate IRS Form W-8 or W-9 upon execution of this Price Adjustment Escrow Agreement. Any payments of income pursuant to this Price Adjustment Escrow Agreement shall be subject to all applicable withholding and information reporting requirements.

2.14 Counterparts. This Price Adjustment Escrow Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

2.15 USA Patriot Act. The parties hereto acknowledge that, in accordance with Section 326 of the USA Patriot Act the Escrow Agent, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Price Adjustment Escrow Agreement agree that they will provide the Escrow Agent with such information as it may request in order for the Escrow Agent to satisfy the requirements of the USA Patriot Act.

2.16 Authorized Persons. For purposes of sending and receiving instructions or directions hereunder, all such instructions or directions shall be, and the Escrow Agent may conclusively rely upon such instructions or directions, delivered, and executed by representatives of the Sellers and the Purchaser designated on Schedule I hereto (each such representative, an "Authorized Person"), as such schedule may be updated from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Price Adjustment Escrow Agreement to be executed as of the date first above written.

**SELLERS**

POPE & TALBOT, INC.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT LTD.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT PULP SALES U.S., INC.

By: \_\_\_\_\_  
Name:  
Title:

MACKENZIE PULP LAND LTD.

By: \_\_\_\_\_  
Name:  
Title:

P&T POWER COMPANY

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER**

PT PINDO DELI PULP AND PAPER MILLS

By: \_\_\_\_\_  
Name:  
Title:

**ESCROW AGENT**

DEUTSCHE BANK TRUST COMPANY  
AMERICAS

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Schedule I**

**Authorized Representatives of Sellers**

	<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
1.			
2.			
3.			

**Authorized Representatives of Purchaser**

	<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
1.			
2.			
3.			

EXHIBIT 2.08

Form of Independent Accounting Firm Escrow Agreement

## FORM OF INDEPENDENT ACCOUNTING FIRM ESCROW AGREEMENT

THIS INDEPENDENT ACCOUNTING FIRM ESCROW AGREEMENT (this “Independent Accounting Firm Escrow Agreement”) dated as of \_\_\_\_\_, 2008 by and among Pope & Talbot, Inc., a corporation organized under the laws of the State of Delaware, Pope & Talbot Ltd. (“PTL”), a corporation organized under the federal laws of Canada, Pope & Talbot Pulp Sales U.S., Inc., a corporation organized under the laws of the State of Delaware, Mackenzie Pulp Land Ltd., a corporation organized under the laws of the Province of British Columbia and, to the extent that the Option is exercised, P&T Power Company, a corporation organized under the laws of Oregon (collectively, the “Sellers”), PT Pindo Deli Pulp and Paper Mills an Indonesian corporation (the “Purchaser”) and Deutsche Bank Trust Company Americas, a New York Bank Corporation, as escrow agent (the “Escrow Agent”). Capitalized terms used but not otherwise defined in this Independent Accounting Firm Escrow Agreement shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

### RECITALS

WHEREAS, this Independent Accounting Firm Escrow Agreement is being entered into pursuant to that certain Asset Purchase Agreement dated as of January 8, 2008 (as may be amended from time to time, the “Asset Purchase Agreement”), by and among the Sellers and the Purchaser;

WHEREAS, in accordance with the Asset Purchase Agreement, the parties desire to establish an escrow to secure certain payment obligations pursuant to Section 2.08 of the Asset Purchase Agreement;

WHEREAS, the Escrow Agent is willing to act as the escrow agent under this Independent Accounting Firm Escrow Agreement to hold certain funds designated herein as the “Escrow Fund” in an escrow account (the “Escrow Account”); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the parties have agreed to enter into this Independent Accounting Firm Escrow Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and agreements set forth in this Independent Accounting Firm Escrow Agreement the parties hereto agree as follows:

### ARTICLE I

#### ESCROW PROVISIONS

1.1 Appointment and Agreement of Escrow Agent. The Sellers and the Purchaser hereby appoint the Escrow Agent to serve as, and the Escrow Agent hereby agrees to act as,

escrow agent upon the terms and conditions of this Independent Accounting Firm Escrow Agreement.

1.2 Establishment of the Escrow Fund. (a) Simultaneously with the execution of this Independent Accounting Firm Escrow Agreement, Purchaser has delivered the Independent Accounting Firm Cost Deposit in the amount of \$200,000 to be deposited with the Escrow Agent and held in the Escrow Account (together with all interest, accretion in principal or other income or gain realized upon the amounts, the “Escrow Fund”). The Escrow Fund shall not be subject to a lien or attachment by any creditor of any party hereto and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

(b) The Sellers and the Purchaser hereby agree that the Escrow Fund shall be initially invested into the **JPMorgan Fleming US Dollar Treasury Liquidity Fund - #1365**. During the term of this Independent Accounting Firm Escrow Agreement, the Escrow Agent shall invest and reinvest the Escrow Fund in any of the following investments, in each case at the written direction of an Authorized Person (as hereinafter defined) of both the Sellers and the Purchaser:

- (i) money market or mutual funds registered under the Investment Act of 1940;
- (ii) commercial paper (having original maturities of not more than 180 days) of any corporation which on the date of acquisition has been rated by any nationally recognized statistical rating organization in its highest short-term unsecured debt rating category available;
- (iii) direct obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, provided such obligations are backed by the full faith and credit of the United States; or
- (iv) time deposits with any commercial bank that is a member of the Federal Reserve System.

(c) The Escrow Agent shall have no obligation to invest or reinvest the Escrow Fund if deposited with the Escrow Agent after 11:00 a.m. (E.S.T.) of such day of deposit. Instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following Business Day. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Fund. Any interest or other income received on such investment and reinvestment of the Escrow Fund shall become part of the Escrow Fund and any losses incurred on such investment and reinvestment of the Escrow Fund shall be debited against the Escrow Fund. If a selection is not made and a written direction not given to the Escrow Agent, the Escrow Fund shall be invested in **JPMorgan Fleming US Dollar Treasury Liquidity Fund - #1365**. It is agreed and understood that the entity serving as Escrow Agent may earn fees associated with the investments outlined above in accordance with the terms of such investments. Notwithstanding the foregoing, the Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the



Escrow Agent shall be required to release the Escrow Fund pursuant to Section 1.6 hereof. In no event shall the Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder. It is understood and agreed that the Escrow Agent or its affiliates are permitted to receive additional compensation that could be deemed to be in the Escrow Agent's economic self-interest for (1) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub-custodian with respect to certain of the investments, (2) using affiliates to effect transactions in certain investments and (3) effecting transactions in investments.

1.3 Purpose of the Escrow Fund. Subject to the terms and conditions of this Independent Accounting Firm Escrow Agreement, the Escrow Agent shall hold the Escrow Fund to secure certain payment obligations pursuant to Section 2.08 of the Asset Purchase Agreement.

1.4 Maintenance of the Escrow. (a) The Escrow Agent shall continue to maintain the Escrow Fund, as the case may be, until the earlier of: (i) the time at which there shall be no funds in such Escrow Fund (through any payment made pursuant to Section 1.6 hereof) and (ii) the termination of this Independent Accounting Firm Escrow Agreement.

(b) Notwithstanding any other provision of this Independent Accounting Firm Escrow Agreement to the contrary, at any time prior to the termination of the Escrow Fund, the Escrow Agent shall, if so instructed by a Joint Notice (as defined below), pay from the Escrow Fund to the Sellers or the Purchaser, as directed in such Joint Notice, the amount of cash so instructed.

1.5 Rights of Ownership. Neither the Escrow Fund nor any beneficial interest therein may be pledged, sold, assigned or transferred, including by operation of law, by the Purchaser or be taken or reached by any legal or equitable process in satisfaction of any debt or other liability of the Purchaser, prior to the delivery to the Purchaser of the Escrow Fund as provided herein, unless specifically agreed to in writing by the Sellers.

1.6 Payments from the Escrow Fund. On the third Business Day following the delivery of the Independent Accounting Firm Report or pursuant to Section 2.08(a) of the Asset Purchase Agreement, the appropriate adjusting payment shall be made in accordance with Section 2.08(b) thereof as follows:

(a) In the event that the total amount of fees and disbursements of the Independent Accounting Firm is equal to or greater than the Independent Accounting Firm Cost Deposit, the Sellers and the Purchaser shall promptly notify the Escrow Agent in writing (a "Joint Notice") to such effect, and the Escrow Agent shall, as promptly as practicable after its receipt of such Joint Notice, liquidate all investments in the Escrow Account and pay such fees and disbursement in full to the Independent Accounting Firm, by wire transfer in immediately available funds, all such amounts as shall be received upon liquidation of such investments immediately upon receipt of such amounts by the Escrow Agent; or

(b) In the event that the total amount of fees and disbursements of the Independent Accounting Firm is less than the amount of the Independent Accounting Firm Cost Deposit, the Sellers and the Purchaser shall provide a Joint Notice to the Escrow Agent to such

effect, and the Escrow Agent shall, as promptly as practicable after its receipt of such Joint Notice, liquidate all investments in the Escrow Account and pay such fees and disbursement in full to the Independent Accounting Firm by wire transfer in immediately available funds and, immediately thereafter, pay in full, by wire transfer in immediately available funds, (i) to the Purchaser an amount equal to fifty percent (50%) of the balance of the Independent Accounting Firm Cost Deposit and (ii) to PTL, on behalf of the Sellers, an amount equal to fifty percent (50%) of the balance of the Independent Accounting Firm Cost Deposit.

1.7 Term of Independent Accounting Firm Escrow Agreement. This Independent Accounting Firm Escrow Agreement shall terminate upon the distribution by the Escrow Agent of the Escrow Fund held in the Escrow Account.

1.8 Escrow Agent.

(a) Duties. The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied against the Escrow Agent. The Escrow Agent shall not be subject to, nor required to comply with, any other agreement to which any of the Sellers or the Purchaser is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Independent Accounting Firm Escrow Agreement) from the Sellers or the Purchaser. Except as provided in this Independent Accounting Firm Escrow Agreement and except for the Escrow Agent's bad faith, intentional misconduct or gross negligence, the Escrow Agent shall have no liability or obligation with respect to the Escrow Fund. The Escrow Agent's sole responsibility shall be for the safekeeping, investment, and disbursement of the Escrow Fund in accordance with the terms of this Independent Accounting Firm Escrow Agreement. The Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein or in written documentation executed by the Sellers and/or the Purchaser provided to the Escrow Agent. The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement. The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Fund, or to appear in, prosecute or defend any such legal action or proceedings. The Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability and shall be fully protected from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. The Sellers, on the one hand, and Purchaser, on the other hand, shall each promptly pay, upon demand, 50% of the reasonable fees and expenses of any such counsel. All instructions to the Escrow Agent shall be in writing.

(b) Reliance by Escrow Agent. The Escrow Agent may rely upon any order, judgment, certification, demand, notice or instrument, not only as to its due execution, validity

and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Independent Accounting Firm Escrow Agreement. The Escrow Agent may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice to make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. When the Escrow Agent acts on any information, instructions, communications, (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by facsimile or other form of electronic or data transmission, the Escrow Agent shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the Sellers or the Purchaser or is not in the form the Sellers or the Purchaser sent or intended to send (whether due to fraud, distortion or otherwise); provided, however, that the Escrow Agent shall not have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the bad faith, gross negligence or intentional misconduct of the Escrow Agent.

(c) Indemnification. From and at all times after the date of this Independent Accounting Firm Escrow Agreement, the Sellers, on the one hand, and the Purchaser, on the other hand, shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless Escrow Agent and its officers, directors, employees, representatives and agents from and against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against Escrow Agent from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Independent Accounting Firm Escrow Agreement or any transactions contemplated herein, whether or not the Escrow Agent is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that the Escrow Agent shall not have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the bad faith, gross negligence or intentional misconduct of the Escrow Agent. All of the losses, damages, costs and expenses of Escrow Agent pursuant to this Section 1.8(c) shall be payable 50% by the Sellers and 50% by the Purchaser upon demand by Escrow Agent. The obligations under this Section 1.8(c) shall survive any termination of this Independent Accounting Firm Escrow Agreement and the resignation or removal of Escrow Agent. Nothing contained in this Section 1.8 shall impair, limit, modify or affect the rights of the Sellers and the Purchaser, as between themselves.

(d) Disputes and Conflicting Claims. In the event of any dispute between or conflicting claims between the Sellers on the one hand and the Purchaser on the other, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to the Escrow Fund so long as such dispute or conflict shall

continue, and the Escrow Agent shall not be or become liable in any way to the Sellers or the Purchaser for failure or refusal to comply with such conflicting claims, demands or instructions. The Escrow Agent shall be entitled to refuse to act until such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties.

(e) Provision of Statements. The Escrow Agent shall provide to the Sellers and the Purchaser monthly statements identifying transactions, transfers or holdings of the Escrow Fund and each such statement shall be deemed to be correct and final upon receipt thereof by the Sellers and the Purchaser unless the Escrow Agent is notified in writing by the Sellers or the Purchaser to the contrary within thirty (30) Business Days of the date of such statement.

(f) Resignation of Escrow Agent. The Escrow Agent may resign from the performance of its duties hereunder at any time by giving twenty (20) Business Days' prior written notice to the Sellers and the Purchaser or may be removed, with or without cause, by the Sellers and the Purchaser, acting jointly, at any time by the giving of seven (7) Business Days' prior written notice to the Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor Escrow Agent as provided herein. Upon any such notice of resignation or removal, the Sellers and the Purchaser mutually shall agree upon and appoint a successor Escrow Agent hereunder, which shall be a commercial bank, trust company or other financial institution with a combined capital and surplus in excess of \$1,000,000,000, unless waived by the Sellers and the Purchaser, which shall agree in writing to be bound by the terms of this Independent Accounting Firm Escrow Agreement. Upon the acceptance in writing of any appointment as the Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations under this Independent Accounting Firm Escrow Agreement, but shall not be discharged from any liability for actions taken as the Escrow Agent hereunder prior to such succession. After any retiring Escrow Agent's resignation or removal, the provisions of this Independent Accounting Firm Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Escrow Agent under this Independent Accounting Firm Escrow Agreement. If the Sellers and the Purchaser are unable to agree upon a successor escrow agent, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid 50% by the Sellers and 50% by the Purchaser.

(g) Fees of Escrow Agent. All fees and costs of the Escrow Agent, including the normal and usual costs of administering the Escrow Account shall be paid 50% by the Sellers and 50% by the Purchaser. In the event that the conditions of this Independent Accounting Firm Escrow Agreement are not promptly fulfilled or that the Escrow Agent renders any service hereunder not provided for herein or that there is any assignment of any interest in the subject matter of the Escrow Fund or modification hereof, the Escrow Agent shall be reasonably compensated for such extraordinary services by the party that is responsible for or requests such services. The obligations under this Section 1.8(g) shall survive any termination of

this Independent Accounting Firm Escrow Agreement and the resignation or removal of the Escrow Agent.

## ARTICLE II

### GENERAL PROVISIONS

2.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile or registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 2.1):

If to the Sellers:

Pope & Talbot, Inc.  
1500 S.W. First Avenue, Suite 200  
Portland, Oregon 97201  
USA  
Attention: R. Neil Stuart, Chief Financial Officer  
Fax: (503) 220-2758

With a copy to:

Shearman & Sterling LLP  
599 Lexington Avenue  
New York, New York 10022  
Attention: Fredric Sosnick  
Christa A. D'Alimonte  
Fax: (212) 848-7179

If to the Purchaser:

PT Pindo Deli Pulp and Paper Mills  
Plaza BII, Tower II 7th floor  
Jalan M.L. Thamrin No. 51  
Jakarta 10350  
Republic of Indonesia  
Telecopy: (62-21) 392 9001-3  
Attention: Raymond Liu

with a copy to:

White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036  
USA  
Telecopy: (212) 354-8113  
Attention: John M. Reiss  
Matthew J. Kautz

If to the Escrow Agent:

Deutsche Bank Trust Company Americas  
60 Wall Street, MS NYC 60-2710  
New York, NY 10005  
Attention: Manager, Escrow Team  
Phone: (212) 250-5845  
Fax: (732) 578-4593

2.2 Parties Bound by Agreement. The terms, conditions and obligations of this Independent Accounting Firm Escrow Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Except as hereinafter provided, without the prior written consent of the other parties, no party may assign such party's rights, duties or obligations hereunder or any part thereof to any other person or entity.

2.3 Number; Gender. Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders.

2.4 Headings. The headings of the Articles and Sections of this Independent Accounting Firm Escrow Agreement are inserted for convenience only and shall not be deemed to constitute part of this Independent Accounting Firm Escrow Agreement or to affect the construction hereof.

2.5 Amendment. This Independent Accounting Firm Escrow Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Sellers, the Purchaser and the Escrow Agent or (b) by a waiver in accordance with Section 2.6.

2.6 Waiver. Any party to this Independent Accounting Firm Escrow Agreement may: (a) extend the time for the performance of any of the obligations or other acts of the other parties; (b) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered by the other parties pursuant hereto; or (c) waive compliance with any of the agreements of the other parties or conditions to such other parties' obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or

condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Independent Accounting Firm Escrow Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

2.7 Governing Law. This Independent Accounting Firm Escrow Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York and, to the extent applicable, the Bankruptcy Code and the CCAA. The parties hereto agree that the Bankruptcy Court shall be the exclusive forum for enforcement of this Independent Accounting Firm Escrow Agreement and (only for the limited purpose of such enforcement) submit to the jurisdiction thereof; provided that if the Bankruptcy Court determines that it does not have subject matter jurisdiction over any action or proceeding arising out of or relating to this Independent Accounting Firm Escrow Agreement, then each party: (a) agrees that all such actions or proceedings shall be heard and determined in a New York federal court sitting in The City of New York in the borough of Manhattan; (b) irrevocably submits to the jurisdiction of such court in any such action or proceeding; (c) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court; and (d) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 2.1 hereof (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York Law).

2.8 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS INDEPENDENT ACCOUNTING FIRM ESCROW AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS INDEPENDENT ACCOUNTING FIRM ESCROW AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.8.

2.9 No Limitation. The parties agree that the rights and remedies of any party under this Independent Accounting Firm Escrow Agreement shall not operate to limit any other rights and remedies otherwise available to any party under the Asset Purchase Agreement or otherwise.

2.10 Severability. If any term or other provision of this Independent Accounting Firm Escrow Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Independent Accounting Firm Escrow Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Independent Accounting Firm Escrow Agreement is not

affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Independent Accounting Firm Escrow Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Independent Accounting Firm Escrow Agreement are consummated as originally contemplated to the greatest extent possible.

2.11 Exclusions. The Escrow Agent is not a party to, nor is it bound by, nor need it give consideration to the terms or provisions of, any agreement or undertaking among the undersigned or any of them, or between the undersigned or any of them and other persons, including, but not limited to, the Asset Purchase Agreement or any agreement or undertaking which may be evidenced by or disclosed by the Escrow Fund, it being the intention of the parties that the Escrow Agent assent to and be obligated to give consideration only to the terms and provisions thereof.

2.12 Absence of Third Party Beneficiary Rights. This Independent Accounting Firm Escrow Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Independent Accounting Firm Escrow Agreement.

2.13 Tax Matters. Each of the Sellers and the Purchaser agree that any income earned from the investment of the Escrow Amount shall be reported as income of PTL, on behalf of the Sellers, for all Tax purposes. Each of PTL and the Purchaser shall provide the Escrow Agent with its taxpayer identification number documented by an appropriate IRS Form W-8 or W-9 upon execution of this Independent Accounting Firm Escrow Agreement. Any payments of income pursuant to this Independent Accounting Firm Escrow Agreement shall be subject to all applicable withholding and information reporting requirements.

2.14 Counterparts. This Independent Accounting Firm Escrow Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

2.15 USA Patriot Act. The parties hereto acknowledge that, in accordance with Section 326 of the USA Patriot Act the Escrow Agent, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Independent Accounting Firm Escrow Agreement agree that they will provide the Escrow Agent with such information as it may request in order for the Escrow Agent to satisfy the requirements of the USA Patriot Act.

2.16 Authorized Persons. For purposes of sending and receiving instructions or directions hereunder, all such instructions or directions shall be, and the Escrow Agent may conclusively rely upon such instructions or directions, delivered, and executed by



representatives of the Sellers and the Purchaser designated on Schedule I hereto (each such representative, an “Authorized Person”), as such schedule may be updated from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Independent Accounting Firm Escrow Agreement to be executed as of the date first above written.

**SELLERS**

POPE & TALBOT, INC.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT LTD.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT PULP SALES U.S., INC.

By: \_\_\_\_\_  
Name:  
Title:

MACKENZIE PULP LAND LTD.

By: \_\_\_\_\_  
Name:  
Title:

P&T POWER COMPANY

By: \_\_\_\_\_  
Name:  
Title:

**PURCHASER**

PT PINDO DELI PULP AND PAPER MILLS

By: \_\_\_\_\_  
Name:  
Title:

**ESCROW AGENT**

DEUTSCHE BANK TRUST COMPANY  
AMERICAS

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**Schedule I**

**Authorized Representatives of Sellers**

	<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
1.			
2.			
3.			

**Authorized Representatives of Purchaser**

	<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
1.			
2.			
3.			

EXHIBIT 2.09(a)

Form of Asserted Cure Costs Escrow Agreement

## ASSERTED CURE COSTS ESCROW AGREEMENT

THIS ASSERTED CURE COSTS ESCROW AGREEMENT (this “Asserted Cure Costs Escrow Agreement”) dated as of \_\_\_\_\_, 2008 by and among Pope & Talbot, Inc., a corporation organized under the laws of the State of Delaware, Pope & Talbot Ltd. (“PTL”), a corporation organized under the federal laws of Canada, Pope & Talbot Pulp Sales U.S., Inc., a corporation organized under the laws of the State of Delaware, Mackenzie Pulp Land Ltd., a corporation organized under the laws of the Province of British Columbia and, to the extent that the Option is exercised, P&T Power Company, a corporation organized under the laws of Oregon (collectively, the “Sellers”), PT Pindo Deli Pulp and Paper Mills, an Indonesian corporation (the “Purchaser”) and Deutsche Bank Trust Company Americas, a New York Bank Corporation, as escrow agent (the “Escrow Agent”). Capitalized terms used but not otherwise defined in this Asserted Cure Costs Escrow Agreement shall have the meanings ascribed to such terms in the Asset Purchase Agreement (as defined below).

### RECITALS

WHEREAS, this Asserted Cure Costs Escrow Agreement is being entered into pursuant to that certain Asset Purchase Agreement dated as of January 8, 2008 (as may be amended from time to time the “Asset Purchase Agreement”), by and among the Sellers and the Purchaser;

WHEREAS, in accordance with the Asset Purchase Agreement, the parties desire to establish an escrow to secure certain payment obligations pursuant to Section 2.09(a) of the Asset Purchase Agreement;

WHEREAS, the Escrow Agent is willing to act as the escrow agent under this Asserted Cure Costs Escrow Agreement to hold certain funds designated herein as the “Escrow Fund” in an escrow account (the “Escrow Account”); and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, the parties have agreed to enter into this Asserted Cure Costs Escrow Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and the representations, warranties, covenants and agreements set forth in this Asserted Cure Costs Escrow Agreement the parties hereto agree as follows:

### ARTICLE I

#### ESCROW PROVISIONS

1.1 Appointment and Agreement of Escrow Agent. The Sellers and the Purchaser hereby appoint the Escrow Agent to serve as, and the Escrow Agent hereby agrees to act as, escrow agent upon the terms and conditions of this Asserted Cure Costs Escrow Agreement.

1.2 Establishment of the Escrow Fund. (a) Simultaneously with the execution of this Asserted Cure Costs Escrow Agreement, Purchaser has delivered the amount of \$[\_\_ million], equal to the Asserted Cure Costs to the Escrow Agent to be held in the Escrow Account (together with all interest, accretion in principal or other income or gain realized upon the amounts, the “Escrow Fund”). The Escrow Fund shall not be subject to a lien or attachment by any creditor of any party hereto and shall not be available to, and shall not be used by, the Escrow Agent to set off any obligations of any party hereto owing to the Escrow Agent in any capacity.

(b) The Sellers and the Purchaser hereby agree that the Escrow Fund shall be initially invested into the **JPMorgan Fleming US Dollar Treasury Liquidity Fund - #1365**. During the term of this Asserted Cure Costs Escrow Agreement, the Escrow Agent shall invest and reinvest the Escrow Fund in any of the following investments, in each case at the written direction of an Authorized Person (as hereinafter defined) of both the Sellers and the Purchaser:

- (i) money market or mutual funds registered under the Investment Act of 1940;
- (ii) commercial paper (having original maturities of not more than 180 days) of any corporation which on the date of acquisition has been rated by any nationally recognized statistical rating organization in its highest short-term unsecured debt rating category available;
- (iii) direct obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, provided such obligations are backed by the full faith and credit of the United States; or
- (iv) time deposits with any commercial bank that is a member of the Federal Reserve System.

(c) The Escrow Agent shall have no obligation to invest or reinvest the Escrow Fund if deposited with the Escrow Agent after 11:00 a.m. (E.S.T.) of such day of deposit. Instructions received after 11:00 a.m. (E.S.T.) will be treated as if received on the following Business Day. The Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Fund. Any interest or other income received on such investment and reinvestment of the Escrow Fund shall become part of the Escrow Fund and any losses incurred on such investment and reinvestment of the Escrow Fund shall be debited against the Escrow Fund. If a selection is not made and a written direction not given to the Escrow Agent, the Escrow Fund shall be invested in **JPMorgan Fleming US Dollar Treasury Liquidity Fund - #1365**. It is agreed and understood that the entity serving as Escrow Agent may earn fees associated with the investments outlined above in accordance with the terms of such investments. Notwithstanding the foregoing, the Escrow Agent shall have the power to sell or liquidate the foregoing investments whenever the Escrow Agent shall be required to release the Escrow Fund pursuant to Section 1.6 hereof. In no event shall the Escrow Agent be deemed an investment manager or adviser in respect of any selection of investments hereunder. It is understood and agreed that the Escrow Agent or its affiliates are permitted to receive additional compensation that could be deemed to be in the

Escrow Agent's economic self-interest for (1) serving as investment adviser, administrator, shareholder servicing agent, custodian or sub-custodian with respect to certain of the investments, (2) using affiliates to effect transactions in certain investments and (3) effecting transactions in investments.

1.3 Purpose of the Escrow Fund. Subject to the terms and conditions of this Asserted Cure Costs Escrow Agreement, the Escrow Agent shall hold the Escrow Fund to secure certain payment obligations pursuant to Section 2.09 of the Asset Purchase Agreement.

1.4 Maintenance of the Escrow. (a) The Escrow Agent shall continue to maintain the Escrow Fund, as the case may be, until the earlier of: (i) the time at which there shall be no funds in such Escrow Fund (through any payment made pursuant to Section 1.6 hereof) and (ii) the termination of this Asserted Cure Costs Escrow Agreement.

(b) Notwithstanding any other provision of this Asserted Cure Costs Escrow Agreement to the contrary, at any time prior to the termination of the Escrow Fund, the Escrow Agent shall, if so instructed by a Joint Notice (as defined below), pay from the Escrow Fund to the Sellers or the Purchaser, as directed in such Joint Notice, the amount of cash so instructed.

1.5 Rights of Ownership. Neither the Escrow Fund nor any beneficial interest therein may be pledged, sold, assigned or transferred, including by operation of law, by the Purchaser or be taken or reached by any legal or equitable process in satisfaction of any debt or other liability of the Purchaser, prior to the delivery to the Purchaser of the Escrow Fund as provided herein, unless specifically agreed to in writing by the Sellers.

1.6 Payments from the Escrow Fund.

(a) As and when any Asserted Cure Costs become Determined Cure Costs, the Sellers and the Purchaser shall promptly notify the Escrow Agent in writing (a "Joint Notice") to such effect, and the Escrow Agent shall, as promptly as practicable after its receipt of such Joint Notice, liquidate such investments in the Escrow Account as required to pay in full immediately upon receipt of such amounts, by wire transfer in immediately available funds, (i) to the Purchaser the amount equal to such Determined Cure Costs and (ii) in the event that any such Asserted Cure Costs are greater than the corresponding Determined Cure Costs, to PTL, on behalf of the Sellers, the difference between the Asserted Cure Costs and the corresponding Determined Cure Costs; and

(b) After all Asserted Cure Costs have become Determined Cure Costs, then the Sellers and the Purchaser shall provide a Joint Notice to the Escrow Agent to such effect, and the Escrow Agent shall, as promptly as practicable after its receipt of such Joint Notice, liquidate all investments in the Escrow Account and pay in full to PTL, on behalf of the Sellers, immediately upon receipt of such amounts, by wire transfer in immediately available funds, the balance of the Escrow Fund.

1.7 Term of Asserted Cure Costs Escrow Agreement. This Asserted Cure Costs Escrow Agreement shall terminate upon the distribution by the Escrow Agent of the Escrow Fund held in the Escrow Account.



1.8 Escrow Agent.

(a) Duties. The duties, responsibilities and obligations of the Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied against the Escrow Agent. The Escrow Agent shall not be subject to, nor required to comply with, any other agreement to which any of the Sellers or the Purchaser is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Asserted Cure Costs Escrow Agreement) from the Sellers or the Purchaser. Except as provided in this Asserted Cure Costs Escrow Agreement and except for the Escrow Agent's bad faith, intentional misconduct or gross negligence, the Escrow Agent shall have no liability or obligation with respect to the Escrow Fund. The Escrow Agent's sole responsibility shall be for the safekeeping, investment, and disbursement of the Escrow Fund in accordance with the terms of this Asserted Cure Costs Escrow Agreement. The Escrow Agent shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein or in written documentation executed by the Sellers and/or the Purchaser provided to the Escrow Agent. The Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement. The Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder. In no event shall the Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages. The Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Fund, or to appear in, prosecute or defend any such legal action or proceedings. The Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, and shall incur no liability and shall be fully protected from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. The Sellers, on the one hand, and Purchaser, on the other hand, shall each promptly pay, upon demand, 50% of the reasonable fees and expenses of any such counsel. All instructions to the Escrow Agent shall be in writing.

(b) Reliance by Escrow Agent. The Escrow Agent may rely upon any order, judgment, certification, demand, notice or instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by the person or parties purporting to sign the same and to conform to the provisions of this Asserted Cure Costs Escrow Agreement. The Escrow Agent may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice to make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so. When the Escrow Agent acts on any information, instructions, communications, (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by facsimile or other form of electronic or data transmission, the Escrow Agent shall not be responsible or liable in the event such communication is not an authorized or authentic communication of the Sellers or the Purchaser or is not in the form the Sellers or the Purchaser

sent or intended to send (whether due to fraud, distortion or otherwise); provided, however, that the Escrow Agent shall not have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the bad faith, gross negligence or intentional misconduct of the Escrow Agent.

(c) Indemnification. From and at all times after the date of this Asserted Cure Costs Escrow Agreement, the Sellers, on the one hand, and the Purchaser, on the other hand, shall, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold harmless Escrow Agent and its officers, directors, employees, representatives and agents from and against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees, costs and expenses) incurred by or asserted against Escrow Agent from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Asserted Cure Costs Escrow Agreement or any transactions contemplated herein, whether or not the Escrow Agent is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that the Escrow Agent shall not have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted solely from the bad faith, gross negligence or intentional misconduct of the Escrow Agent. All of the losses, damages, costs and expenses of Escrow Agent pursuant to this Section 1.8(c) shall be payable 50% by the Sellers and 50% by the Purchaser upon demand by Escrow Agent. The obligations under this Section 1.8(c) shall survive any termination of this Asserted Cure Costs Escrow Agreement and the resignation or removal of Escrow Agent. Nothing contained in this Section 1.8 shall impair, limit, modify or affect the rights of the Sellers and the Purchaser, as between themselves.

(d) Disputes and Conflicting Claims. In the event of any dispute between or conflicting claims between the Sellers on the one hand and the Purchaser on the other, the Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to the Escrow Fund so long as such dispute or conflict shall continue, and the Escrow Agent shall not be or become liable in any way to the Sellers or the Purchaser for failure or refusal to comply with such conflicting claims, demands or instructions. The Escrow Agent shall be entitled to refuse to act until such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties.

(e) Provision of Statements. The Escrow Agent shall provide to the Sellers and the Purchaser monthly statements identifying transactions, transfers or holdings of the Escrow Fund and each such statement shall be deemed to be correct and final upon receipt thereof by the Sellers and the Purchaser unless the Escrow Agent is notified in writing by the Sellers or the Purchaser to the contrary within thirty (30) Business Days of the date of such statement.

(f) Resignation of Escrow Agent. The Escrow Agent may resign from the performance of its duties hereunder at any time by giving twenty (20) Business Days' prior written notice to the Sellers and the Purchaser or may be removed, with or without cause, by the Sellers and the Purchaser, acting jointly, at any time by the giving of seven (7) Business Days' prior written notice to the Escrow Agent. Such resignation or removal shall take effect upon the appointment of a successor Escrow Agent as provided herein. Upon any such notice of resignation or removal, the Sellers and the Purchaser mutually shall agree upon and appoint a successor Escrow Agent hereunder, which shall be a commercial bank, trust company or other financial institution with a combined capital and surplus in excess of \$1,000,000,000, unless waived by the Sellers and the Purchaser, which shall agree in writing to be bound by the terms of this Asserted Cure Costs Escrow Agreement. Upon the acceptance in writing of any appointment as the Escrow Agent hereunder by a successor Escrow Agent, such successor Escrow Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Escrow Agent, and the retiring Escrow Agent shall be discharged from its duties and obligations under this Asserted Cure Costs Escrow Agreement, but shall not be discharged from any liability for actions taken as the Escrow Agent hereunder prior to such succession. After any retiring Escrow Agent's resignation or removal, the provisions of this Asserted Cure Costs Escrow Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was the Escrow Agent under this Asserted Cure Costs Escrow Agreement. If the Sellers and the Purchaser are unable to agree upon a successor escrow agent, the Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid 50% by the Sellers and 50% by the Purchaser.

(g) Fees of Escrow Agent. All fees and costs of the Escrow Agent, including the normal and usual costs of administering the Escrow Account shall be paid 50% by the Sellers and 50% by the Purchaser. In the event that the conditions of this Asserted Cure Costs Escrow Agreement are not promptly fulfilled or that the Escrow Agent renders any service hereunder not provided for herein or that there is any assignment of any interest in the subject matter of the Escrow Fund or modification hereof, the Escrow Agent shall be reasonably compensated for such extraordinary services by the party that is responsible for or requests such services. The obligations under this Section 1.8(g) shall survive any termination of this Asserted Cure Costs Escrow Agreement and the resignation or removal of the Escrow Agent.

## ARTICLE II

### GENERAL PROVISIONS

2.1 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by an internationally recognized overnight courier service, by facsimile or registered or certified mail (postage prepaid, return receipt requested) to the respective parties hereto at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 2.1):

If to the Sellers:

Pope & Talbot, Inc.  
1500 S.W. First Avenue, Suite 200  
Portland, Oregon 97201  
USA  
Attention: R. Neil Stuart, Chief Financial Officer  
Fax: (503) 220-2758

With a copy to:

Shearman & Sterling LLP  
599 Lexington Avenue  
New York, New York 10022  
Attention: Fredric Sosnick  
Christa A. D'Alimonte  
Fax: (212) 848-7179

If to the Purchaser:

PT Pindo Deli Pulp and Paper Mills  
Plaza BII, Tower II 7th floor  
Jalan M.L. Thamrin No. 51  
Jakarta 10350  
Republic of Indonesia  
Telecopy: (62-21) 392 9001-3  
Attention: Raymond Liu

with a copy to:

White & Case LLP  
1155 Avenue of the Americas  
New York, New York 10036  
USA  
Telecopy: (212) 354-8113  
Attention: John M. Reiss  
Matthew J. Kautz

If to the Escrow Agent:

Deutsche Bank Trust Company Americas  
60 Wall Street, MS NYC 60-2710  
New York, NY 10005  
Attention: Manager, Escrow Team  
Phone: (212) 250-5845  
Fax: (732) 578-4593

2.2 Parties Bound by Agreement. The terms, conditions and obligations of this Asserted Cure Costs Escrow Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. Except as hereinafter provided, without the prior written consent of the other parties, no party may assign such party's rights, duties or obligations hereunder or any part thereof to any other person or entity.

2.3 Number; Gender. Whenever the context so requires, the singular number shall include the plural and the plural shall include the singular, and the gender of any pronoun shall include the other genders.

2.4 Headings. The headings of the Articles and Sections of this Asserted Cure Costs Escrow Agreement are inserted for convenience only and shall not be deemed to constitute part of this Asserted Cure Costs Escrow Agreement or to affect the construction hereof.

2.5 Amendment. This Asserted Cure Costs Escrow Agreement may not be amended or modified except (a) by an instrument in writing signed by, or on behalf of, the Sellers, the Purchaser and the Escrow Agent or (b) by a waiver in accordance with Section 2.6.

2.6 Waiver. Any party to this Asserted Cure Costs Escrow Agreement may: (a) extend the time for the performance of any of the obligations or other acts of the other parties; (b) waive any inaccuracies in the representations and warranties of the other parties contained herein or in any document delivered by the other parties pursuant hereto; or (c) waive compliance with any of the agreements of the other parties or conditions to such other parties' obligations contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby. Any waiver of any term or condition shall not be construed as a waiver of any subsequent breach or a subsequent waiver of the same term or condition, or a waiver of any other term or condition of this Asserted Cure Costs Escrow Agreement. The failure of any party hereto to assert any of its rights hereunder shall not constitute a waiver of any of such rights.

2.7 Governing Law. This Asserted Cure Costs Escrow Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York and, to the extent applicable, the Bankruptcy Code and the CCAA. The parties hereto agree that the Bankruptcy Court shall be the exclusive forum for enforcement of this Asserted Cure Costs Escrow Agreement and (only for the limited purpose of such enforcement) submit to the jurisdiction thereof; provided that if the Bankruptcy Court determines that it does not have subject matter

jurisdiction over any action or proceeding arising out of or relating to this Asserted Cure Costs Escrow Agreement, then each party: (a) agrees that all such actions or proceedings shall be heard and determined in a New York federal court sitting in The City of New York in the borough of Manhattan; (b) irrevocably submits to the jurisdiction of such court in any such action or proceeding; (c) consents that any such action or proceeding may be brought in such courts and waives any objection that such party may now or hereafter have to the venue or jurisdiction or that such action or proceeding was brought in an inconvenient court; and (d) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 2.1 hereof (provided that nothing herein shall affect the right to effect service of process in any other manner permitted by New York Law).

2.8 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS ASSERTED CURE COSTS ESCROW AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS ASSERTED CURE COSTS ESCROW AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 2.8.

2.9 No Limitation. The parties agree that the rights and remedies of any party under this Asserted Cure Costs Escrow Agreement shall not operate to limit any other rights and remedies otherwise available to any party under the Asset Purchase Agreement or otherwise.

2.10 Severability. If any term or other provision of this Asserted Cure Costs Escrow Agreement is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Asserted Cure Costs Escrow Agreement shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Asserted Cure Costs Escrow Agreement is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Asserted Cure Costs Escrow Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Asserted Cure Costs Escrow Agreement are consummated as originally contemplated to the greatest extent possible.

2.11 Exclusions. The Escrow Agent is not a party to, nor is it bound by, nor need it give consideration to the terms or provisions of, any agreement or undertaking among the undersigned or any of them, or between the undersigned or any of them and other persons, including, but not limited to, the Asset Purchase Agreement or any agreement or undertaking which may be evidenced by or disclosed by the Escrow Fund, it being the intention of the parties

that the Escrow Agent assent to and be obligated to give consideration only to the terms and provisions thereof.

2.12 Absence of Third Party Beneficiary Rights. This Asserted Cure Costs Escrow Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Asserted Cure Costs Escrow Agreement.

2.13 Tax Matters. Each of the Sellers and the Purchaser agree that any income earned from the investment of the Escrow Amount shall be reported as income of the Sellers for all Tax purposes. Each of the Sellers and the Purchaser shall provide the Escrow Agent with its taxpayer identification number documented by an appropriate IRS Form W-8 or W-9 upon execution of this Asserted Cure Costs Escrow Agreement. Any payments of income pursuant to this Asserted Cure Costs Escrow Agreement shall be subject to all applicable withholding and information reporting requirements.

2.14 Counterparts. This Asserted Cure Costs Escrow Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

2.15 USA Patriot Act. The parties hereto acknowledge that, in accordance with Section 326 of the USA Patriot Act the Escrow Agent, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Asserted Cure Costs Escrow Agreement agree that they will provide the Escrow Agent with such information as it may request in order for the Escrow Agent to satisfy the requirements of the USA Patriot Act.

2.16 Authorized Persons. For purposes of sending and receiving instructions or directions hereunder, all such instructions or directions shall be, and the Escrow Agent may conclusively rely upon such instructions or directions, delivered, and executed by representatives of the Sellers and the Purchaser designated on Schedule I hereto (each such representative, an "Authorized Person"), as such schedule may be updated from time to time.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Asserted Cure Costs Escrow Agreement to be executed as of the date first above written.

**SELLERS**

POPE & TALBOT, INC.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT LTD.

By: \_\_\_\_\_  
Name:  
Title:

POPE & TALBOT PULP SALES U.S., INC.

By: \_\_\_\_\_  
Name:  
Title:

MACKENZIE PULP LAND LTD.

By: \_\_\_\_\_  
Name:  
Title:

P&T POWER COMPANY

By: \_\_\_\_\_  
Name:  
Title:



**PURCHASER**

PT PINDO PULP AND PAPER MILLS

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

Name:

Title:

**ESCROW AGENT**

DEUTSCHE BANK TRUST COMPANY  
AMERICAS

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

Name:

Title:

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

Name:

Title:

**Schedule I**

**Authorized Representatives of Sellers**

	<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
1.			
2.			
3.			

**Authorized Representatives of Purchaser**

	<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
1.			
2.			
3.			

EXHIBIT 2.10

Form of FIRPTA Sum Escrow Agreement

## **ESCROW AGREEMENT**

AGREEMENT (the "**Agreement**") made as of \_\_\_ day of \_\_\_\_\_, 2008, by and between Deutsche Bank Trust Company Americas, a New York Bank Corporation ("**Escrowee**"), Pope & Talbot Ltd., a corporation organized under the federal laws of Canada ("**Seller**"), and PT Pindo Deli Pulp and Paper Mills, an Indonesian corporation ("**Buyer**").

### **W I T N E S S E T H**

WHEREAS, Seller and Buyer entered into that certain Asset Purchase Agreement (the "**Contract**"), dated January 8, 2008, for the sale by Seller to Buyer of certain assets, as more particularly described in the Contract; and

WHEREAS, pursuant to Section 2.10(b) of the Contract, Seller and Buyer have agreed with each other to place an amount equal to [\_\_\_] (the "**FIRPTA Sum**") in escrow with Escrowee to secure the payment by the Seller of amounts potentially owing pursuant to the Internal Revenue Code of 1986, as amended (the "**Code**"), in connection with the transaction contemplated by the Contract; and

WHEREAS, Escrowee is willing to hold the FIRPTA Sum in escrow on the terms and conditions hereinafter set forth,

NOW THEREFORE, the parties hereto agree as follows:

1. (a) Seller hereby authorizes Buyer to deliver to Escrowee the FIRPTA Sum for deposit to be held in escrow in accordance herewith. Following collection, Escrowee shall invest the FIRPTA Sum in a non-interest bearing escrow account. Escrowee shall use reasonable efforts to keep the FIRPTA Sum invested until the date on which the FIRPTA Sum is to be disbursed pursuant to Section 1(c). The FIRPTA Sum shall not be subject to a lien or attachment by any creditor of any party hereto and shall not be available to, and shall not be used by, the Escrowee to set off any obligations of any party hereto owing to the Escrowee in any capacity.

(b) The FIRPTA Sum shall be delivered by Escrowee as herein provided. Delivery of the FIRPTA Sum shall be made by uncertified, unendorsed check of Escrowee or by cashier's check, at Escrowee's option.

(c) Seller shall promptly deliver, and no later than five (5) days after receipt, to Buyer and Escrowee a Withholding Certificate or notice denying the request for a Withholding Certificate (such Withholding Certificate or notice, the "**Certificate**") that Seller receives from the Internal Revenue Service (the "**IRS**") with respect to the U.S. real property interests transferred by Seller to Buyer. If Buyer delivers to Escrowee written confirmation, such confirmation not to be unreasonably withheld and to be given or denied within five (5) days of delivery to the Buyer of the Certificate, that the Certificate satisfies the requirements of Section 1445 of the Code, or alternatively, Buyer delivers to Escrowee a copy of the Certificate that has been sent by the IRS to Buyer, Escrowee shall promptly (and no later than seventeen (17) days following the IRS determination date that is listed on the Certificate) deliver (i) to the IRS that portion of the FIRPTA Sum stated in the Certificate to be owing by Seller in respect of the

transaction contemplated by the Contract, and (ii) to Seller, the balance, if any, of the FIRPTA Sum. If the amount stated in the Certificate to be owing by Seller in respect of the transaction contemplated by the Contract exceeds the amount of the FIRPTA Sum, Escrowee shall notify Seller and Seller shall remit an amount equal to such excess to the IRS no later than seventeen (17) days following the IRS determination date that is listed on the Certificate.

(d) Notwithstanding the provisions of Section 1(c), if Escrowee shall receive written instructions signed by both Buyer and Seller, specifying the party to whom the FIRPTA Sum is to be delivered (the “**Designated Party**”) and the time and place where the same is to be delivered, Escrowee shall deliver the same in accordance with such written instructions, such delivery to be made against a signed receipt therefor from the Designated Party.

(e) Upon the delivery of the FIRPTA Sum in accordance with the provisions hereof, Escrowee shall thereupon be relieved of and discharged and released from any and all liability hereunder and with respect to the FIRPTA Sum.

2. In the event that any dispute shall arise as to any matter arising under this Agreement, including with respect to the applicability of any of the provisions hereof, Escrowee’s duties, rights or responsibilities hereunder or any written instructions received by Escrowee pursuant hereto, Escrowee may, at its option at any time thereafter, deposit the FIRPTA Sum then being held by it in escrow into any court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial party to hold any and all escrowed funds and/or instruments, and upon making such deposit, shall thereupon be relieved of and discharged and released from any and all liability hereunder and with respect to any portion of the FIRPTA Sum so deposited.

3. Escrowee shall be entitled to reasonably rely upon the authenticity of any signature and the genuineness and/or validity of any writing received by Escrowee pursuant to or otherwise relating to this Agreement.

4. Seller and Buyer recognize and acknowledge that Escrowee is serving without compensation and solely as an accommodation to the parties hereto and they each agree that Escrowee shall not be liable to either of the parties for any error of judgment, mistake or act or omission hereunder or any matter or thing arising out of its conduct hereunder, except for Escrowee’s willful misfeasance or gross negligence.

5. Except as provided in the succeeding sentence, Seller and Buyer jointly and severally agree to indemnify and hold harmless Escrowee from and against any and all costs, claims, damages or expenses (including, without limitation, reasonable attorneys’ fees and disbursements) howsoever occasioned that may be incurred by Escrowee acting under this Agreement or to which Escrowee may be put in connection with Escrowee acting under this Agreement, except for costs, claims or damages arising out of Escrowee’s willful misfeasance or gross negligence. Notwithstanding the foregoing, the parties hereto agree that Seller shall pay, and be solely liable for, Escrowee’s fees and charges in connection with the arrangements described in this Agreement, and any such fees and charges shall be invoiced directly to Seller

(and in no event can such fees and charges be deducted or withdrawn from the FIRPTA Sum). In the event that the amount stated in the Certificate to be owing by Seller in respect of the transaction contemplated by the Contract is not timely submitted to the IRS due to the failure of any party to this Agreement (other than Buyer) to timely take any action required by this Agreement, Seller shall indemnify Buyer from and against any interest or penalties for late payment that are imposed by the IRS on Buyer or its affiliates.

6. If Seller and/or Buyer (each separately being the “**Entity**”) is comprised of more than one party, each such party comprising the Entity shall be jointly and severally liable for the obligations of the Entity hereunder.

7. All notices, certificates and other communications permitted hereunder shall be in writing and shall be deemed duly served and sent by Federal Express or other reputable express courier service (any notice or communication so delivered being deemed to have been received one (1) business day after delivery to Federal Express or such other express courier service), or sent by United States registered or certified mail, postage prepaid (any notice or communication so sent being deemed to have been received four (4) business days after mailing in the United States), or hand delivered against a signed receipt thereof, or sent via facsimile (any notice or communication so sent being deemed to have been received on the date that such facsimile is sent) addressed to the respective parties as follows:

if delivered to Seller:

Pope & Talbot, Inc.  
1500 S.W. First Avenue, Suite 200  
Portland, OR 97201  
USA  
Attention: R. Neil Stuart, Chief Financial Officer

Shearman & Sterling LLP  
599 Lexington Avenue  
New York, NY 10022  
Attention: Susan Fennessey, Esq.

if delivered to Buyer:

PT Pindo Deli Pulp and Paper Mills  
Plaza BII, Tower II 7th floor  
Jalan M.L. Thamrin No. 51  
Jakarta 10350  
Republic of Indonesia  
Attention: Raymond Liu

with a copy to:

White & Case LLP  
1155 Avenue of the Americas

New York, New York 10036  
USA  
Telecopy: (212) 354-8113  
Attention: John M. Reiss  
Matthew J. Kautz

if delivered to Escrowee:

Deutsche Bank Trust Company Americas  
60 Wall Street, MS NYC 60-2710  
New York, NY 10005  
Attention: Manager, Escrow Team  
Phone: (212) 250-5845  
Fax: (732) 578-4593

Each party may, by notice as aforesaid, designate such other person or persons and/or such other address or addresses for the receipt of notices. Copies of all notices, certificates or other communications relating to this Agreement in respect to which Escrowee is not the addressee or sender shall be sent to Escrowee in the manner hereinabove set forth.

8. Seller and Buyer agree that Escrowee is to act as the parties' nominee in investing the FIRPTA Sum pursuant to this Agreement. Seller and Buyer agree that income (if any) earned on the FIRPTA Sum shall be reported as income of the Seller for tax purposes and Seller shall pay all taxes owing with respect to such income (if any). Seller and Buyer each agree to complete the forms necessary to comply with the backup withholding and interest reporting regulations under the Internal Revenue Code of 1986, as amended, or any successor thereto, including, without limitation, a Form W-8BEN or Form W-9, as appropriate, a separate copy of which is to be completed by Seller and Buyer and delivered to Escrowee contemporaneously with the execution and delivery of this Agreement. Unless Seller shall have delivered to Escrowee a Form W-8BEN, Seller certifies under penalties of perjury that 1) the number shown under Seller's signature is the correct tax identification of Seller and 2) the account to be established by Escrowee, insofar as applicable to Seller, is not subject to back-up withholding either because Seller has not been notified by the Internal Revenue Service that Seller is subject to back-up withholding due to underreporting of interest or dividends or the IRS has notified Seller that Seller is no longer subject to such back-up withholdings. Unless Buyer shall have delivered to Escrowee a Form W-8BEN, Buyer certifies under penalties of perjury that 1) the number shown under Buyer's signature is the correct tax identification number of Buyer and 2) the account to be established by Escrowee, insofar as applicable to Buyer, is not subject to back-up withholding either because Buyer has not been notified by the Internal Revenue Service that Buyer is subject to back-up withholding due to underreporting of interest or dividends or the IRS has notified Buyer that Buyer is no longer subject to such back-up withholdings.

9. This Agreement shall be binding on and inure to the benefit of all parties hereto and their respective successors and permitted assigns and may not be modified or amended orally, but only in writing signed by all parties hereto. Neither Seller nor Buyer may assign its rights or obligations under this Agreement to any party other than a party to whom

Seller or Buyer, as applicable, assigns its right, title and interest in, to and under the Contract and no permitted assignment by Buyer or Seller should be effective unless and until such party shall have delivered to Escrowee (i) written notice of such assignment and (ii) an assumption agreement with respect to all of the obligations of the assigning party hereunder.

10 The undersigned hereby submit to personal jurisdiction in the State of New York for all matters, if any, which shall arise with respect to this Agreement, and waive any and all rights under the law of any other state or country to object to jurisdiction within the State of New York or to institute a claim of forum non conveniens with respect to any court in the State of New York for the purposes of litigation with respect to this Agreement.

11. If any term, condition or provision of this Agreement, or the application thereof to any circumstance or party hereto, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, condition or provision to any other circumstance or party hereto (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

12. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

13. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York applicable to contracts made and to be performed wholly within said State.

***[Remainder of page left blank intentionally]***



IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

**SELLER:**

**POPE & TALBOT LTD.,** a corporation organized under the federal laws of Canada

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

Name:

Title:

Employer Identification

Number: \_\_\_\_\_

**BUYER:**

**PT PINDO DELI PULP AND PAPER MILLS,** an Indonesian corporation

\_\_\_\_\_  
[ \_\_\_\_\_ ]

Social Security

Number: \_\_\_\_\_

**ESCROWEE:**

**DEUTSCHE BANK TRUST COMPANY  
AMERICAS**

By: \_\_\_\_\_  
Name: [ \_\_\_\_\_ ]  
Title: [ \_\_\_\_\_ ]

EXHIBIT 7.02(o)

General Release

In order to induce the Purchaser to enter into the Asset Purchase Agreement and to consummate the transactions contemplated thereby, effective as of the Closing Date, each of the Sellers hereby remises, releases and forever discharges, and by these presents do for their respective subsidiaries (direct or indirect), and for themselves and their predecessors, successors, affiliates and assigns (each, a "Releasor"), remise, release and forever discharge, the Purchaser, and its predecessors, Affiliates, subsidiaries (direct or indirect), successors, assigns, participants, officers, directors, shareholders, partners, employees or agents (each, a "Releasee"), of and from all manner of claims or actions at law or equity, all causes of action for damages, costs, debts, sums of money, accounts, bills, rights of indemnity, breach of contract, provision of labor or materials, loss of use, loss of services, expenses, compensation, consequential or punitive damages, equitable subordination, avoidance of preferential or fraudulent transfers, or any other liability or thing whatever, whether or not now known, claimed or suspected, which any Releasor ever had or now has against any of the Releasees and which may have arisen prior to the Closing Date or by virtue of actions taken, actions omitted to be taken or the occurrence of any other event prior to the Closing Date; provided, that nothing herein shall be construed or deemed to release the Purchaser from any covenants, obligations or agreements contained in the Asset Purchase Agreement, in any Ancillary Agreement, or in any Transaction Approval Order, so long as this Agreement, the Ancillary Agreements and the Transaction Approval Orders shall remain in full force and effect.

DISCLOSURE SCHEDULE  
TO  
ASSET PURCHASE AGREEMENT  
among  
POPE & TALBOT, INC.,  
POPE & TALBOT LTD.,  
POPE & TALBOT PULP SALES U.S., INC.,  
MACKENZIE PULP LAND LTD.,  
P&T POWER COMPANY  
and  
PT PINDO DELI PULP & PAPER MILLS  
Dated as of January 8, 2008

DISCLOSURE SCHEDULE TO  
ASSET PURCHASE AGREEMENT  
DATED AS OF JANUARY 8, 2008

This Disclosure Schedule (the “Disclosure Schedule”) has been prepared and delivered in connection with the Asset Purchase Agreement, dated as of January 8, 2008 (the “Agreement”), among **Pope & Talbot, Inc.** (“PTI”), a corporation organized under the laws of the State of Delaware, **Pope & Talbot Ltd.** (“PTL”), a corporation organized under the federal laws of Canada, **Pope & Talbot Pulp Sales U.S., Inc.** (“PTPSUS”), a corporation organized under the laws of the State of Delaware, **Mackenzie Pulp Land Ltd.** (“MPL”), a corporation organized under the laws of the Province of British Columbia, **P&T Power Company** (“PTPC”), a corporation organized under the laws of Oregon (collectively, the “Sellers”), and **PT Pindo Deli Pulp & Paper Mills** (the “Purchaser”), an Indonesian corporation.

Unless the context otherwise requires, all capitalized terms used in this Disclosure Schedule shall have the respective meanings assigned to them in the Agreement. When a reference is made in the Disclosure Schedule to Articles, Sections or sub-Sections, such reference shall be to the corresponding Article, Section or sub-Section of the Agreement, unless otherwise indicated. Notwithstanding anything in the Agreement to the contrary, the inclusion of an item in the Disclosure Schedule as an exception to a representation or warranty will not be deemed an admission that such item represents a material exception or material fact, event or circumstance or that such item has had a Material Adverse Effect.

This Disclosure Schedule and the information and disclosures contained herein are intended only to disclose those items required to be disclosed under the Agreement, and to qualify and limit the representations, warranties and covenants of the Sellers contained in the Agreement, and shall not be deemed to expand in any way the scope or effect of any of such representations, warranties or covenants.

**Section 2.01(a)(i)**

**Purchase and Sale of Assets**

**(A): Owned Real Property**

**Part 1 – Halsey Pulp Mill Real Property**

LEGAL DESCRIPTION

**30480 American Drive, Halsey, OR 97348**

**PTI owns the fee interest. PTL owns the improvements.**

PARCEL I: (14S-04W-03-101)

Beginning at the East Quarter corner of Section 2 in Township 14 South, Range 4 West of the Willamette Meridian in Linn County, Oregon; thence run North 00°20'58" East along the East line of said Section 2 a distance of 988.19 feet to a point marked by a 1-1/2 inch iron pipe; thence leaving said section line and run West parallel with the South line of the Northeast Quarter of said Section 2 a distance of 2637.67 feet to a point in the center of Muddy Creek; thence run downstream along the centerline of said Muddy Creek to a point that is 19.50 chains South of the North line of said Section 2 (said point bears North 43°40'44" West 698.38 feet from the last mentioned point in the center of Muddy Creek) said point being referenced by 5/8 inch iron rod which bears North 88°25'57" West 161.90 feet; from said point in the center of Muddy Creek run North 88°35'57" West parallel with and 19.50 chains Southerly of (when measured at right angles) the North line of said Section 2 a distance of 1087.0 feet to a point that is 1131.90 feet South 88°35'57" East of a point on the West line of said Section 2 that is 19.50 chains South of the Northwest corner of said Section 2; thence run North 00°36'36" West parallel with the West line of said Section 2, a distance of 1670.42 feet to a point on the South bank of Muddy Creek; thence run Westerly along the South bank of said Muddy Creek to a point on the East line of Caleb Gray DLC No. 53; thence run North 00°25'07" West along said claim line 982.45 feet to the Northeast corner of said Caleb Gray DLC No. 53; thence North 89°58'28" West along the North line of said Caleb Gray DLC No. 53 a distance of 3795.63 feet to the Northwest corner of said Claim No. 53; thence continuing North 89°58'28" West 190.24 feet; thence South 00°22'09" East 40.0 feet to a point marked by a railroad spike marking the Southerly right of way of Market Road No. 3 and the center of an asphalt roadway to the American Can Company plant; from said railroad spike run South 00°22'09" East along the center of said asphalt roadway a distance of 3155.50 feet to a point referenced by a railroad spike; thence along the arc of an 897.25 foot radius curve right (the long chord of which bears South 14°36'21" West 463.70 feet) a distance of 469.02 feet; thence continuing along said roadway center South 29°34'52" West 42.04 feet; thence along the arc of a 554.81 foot radius curve left (the long chord of which bears South 14°56'03" West 280.58 feet) a distance of 283.66 feet to a point referenced by a railroad spike; thence South 00°17'15" West 175.39 feet to a point referenced by a railroad spike; thence along the arc of a 177.99 foot radius curve left (the chord of which bears a South 45°02'03" East 253.13 feet) a distance of 281.58 feet to a point referenced by a railroad spike (said point bears South 57°29'04" West 267.90 feet from the Southwest corner of the Caleb Gray DLC No. 50); thence run North 89°38'39" East 1157.19 feet to a point referenced by a 5/8 inch iron rod; thence South 00°25'33" East 294.29 feet to a point; thence North 89°39'48" East 600.0 feet to a point marked by a 5/8 inch iron rod; thence South 45°20'12" East 565.69 feet to a point marked by a 5/8 inch iron rod; thence South 00°20'12" East 185.75 feet to a point marked by a 5/8 inch iron rod; thence North 89°39'48" East 2187.85 feet to a point marked by a 5/8 inch iron rod; thence North 00°20'12" West 585.75 feet to a point referenced by a 5/8 inch rod; thence North 89°39'48" East 4345.91 feet to a point on the East line of Section 2 that is 377.33 feet South 00°03'26" East of the East Quarter corner of said

Section 2; thence run North 00°03'26" West 377.33 feet to the point of beginning in Linn County, Oregon.

ALSO: A parcel of land located in Section 3, Township 14 South, Range 4 West, Willamette Meridian, Linn County, Oregon described as follows: Commencing at the East Quarter Corner of Section 2 in Township 14 South, Range 4 West of the Willamette Meridian; thence South 00°3'26" East along the East line of said Section 2, a distance of 377.33 feet to a point; thence South 89°39'48" West 4345.91 feet to a point referenced by a 5/8 inch iron rod; thence South 00°20'12" East 585.75 feet to a point referenced by a 5/8 inch iron rod; thence South 89°39'48" West 2187.85 feet to a point marked by a 5/8 inch iron rod, being the true point of beginning of the herein described tract; thence North 00°20'12" West 185.75 feet to a point marked by a 5/8 inch iron rod; thence North 45°20'12" West 565.69 feet to a point; thence South 89°39'48" West 435.00 feet; thence South 00°25'33" East 585.76 feet; thence North 89°39'48" East 834.09 feet to the point of beginning.

PARCEL II: (13S-04W-33-102, & 13S-04W-34-301)

Beginning at the Southeast corner of the Charles Crosby DLC No. 40 in Township 14 South, Range 4 West of the Willamette Meridian, and Claim No. 37 in Township 13 South, Range 4 West of the Willamette Meridian; thence run North 89°51'47" West 4717.0 feet to the Northeast corner of the Henry Parks DLC No. 41; thence continue North 89°51'47" West along the South line of said Charles Crosby DLC No. 40 a distance of 522.76 feet; thence run North 00°23'07" East 1366.02 feet to a point marked by a 3/4 inch pipe marking the True Point of Beginning of the herein described tract; thence North 00°23'07" East 1077.72 feet to a point on the Southerly right of way of the relocated portion of Market Road No. 3 (an 80 foot right of way); thence run Southeasterly along said right of way line of an 1185.92 foot radius curve left (the chord of which bears South 52°21'28" East 1447.12 feet to a point marking the end of curve; thence South 89°57'26" East along said right of way line 3659.40 feet to a point marked by an iron rod, said iron rod being 160 feet West of (when measured at right angles) to the centerline of the Oregon Electric Railroad; thence run South 1°22' West parallel with said Oregon Electric Railroad centerline 202.69 feet to a point marked by a 5/8 inch iron rod; said point being 1366.0 feet North of the South line of the said Charles Crosby DLC No. 40; thence run North 89°51'47" West 4807.75 feet to the true point of beginning in Linn County, Oregon.

ALSO: A parcel of land located in Section 33, Township 13 South, Range 4 West, Willamette Meridian, Linn County, Oregon described as follows: Commencing at a stone marking the Northeast corner of the Charles Crosby Donation Land Claim No. 37 in Section 34, Township 13 South, Range 4 West of the Willamette Meridian, Linn County, Oregon; thence North 89°53'30" West along the North line of said Claim No. 37 a distance of 282.66 feet to its intersection with the Westerly right of way line of the Oregon Electric Railroad property; thence North 1°22' East along the Westerly right of way line of said Oregon Electric Railroad property 1698.37 feet to a point on the South right of way line of County Road No. 217, said point being 30.0 feet distant Southerly from the South line of the John P. Smith Donation Land Claim No. 55 in said Township and Range, said point being marked by a 5/8 inch iron rod; thence run North 89°46'22" West along the South line of County Road 217 a distance of 2034.46 feet to a point on the South right of way line of County Road No. 217, said point being 30.00 feet distant Southerly from the Northwest corner of the D. W. Allingham Donation Land Claim No. 54 in said Township and Range; thence North 89°32'55" West 364.96 feet to the point of beginning of the herein described tract; thence North 89°32'55" West 428.00 feet; thence North 00°06'42" East along the West line of said County Road No. 217, a distance of 753.40 feet; thence Northwesterly along the arc of a 161.00 radius curve to the left (the chord of which bears North 44°53'42" West 227.65 feet) to the end of said curve; thence North 89°54'04" West along the South line of said County Road No. 217 a distance of 1843.50 feet to a point on the South right of way line of County Road No. 217, said point being 30.00 feet distant Southerly from the Northeast corner of the William L. Armstrong Donation Land Claim No. 40 in said Township and

Range; thence North 89°54'48" West along the South line of said County Road No. 217, a distance of 151.08 feet; thence leaving the South line of said County Road No. 217; thence continuing South 806.50 feet to a point on the Easterly right of way of the relocated portion of Market Road No. 3 (an 80.00 foot right of way), said point being referenced by a 5/8 inch iron rod; thence Southerly along the Easterly right of way of said relocated Market Road No. 3 along the arc of a 1185.92 foot radius curve to the right (the chord of which bears South 7°28'59" East 310.76 feet) to the end of said curve; thence continuing along the Easterly right of way line of said relocated Market Road No. 3 South 00°02'44" West 1455.56 feet to the beginning of a 1105.92 foot radius curve to the left; thence Southeasterly along the arc of a 1105.92 foot radius curve to the left (the chord of which bears South 44°57'31" East 1564.02 feet) to the end of said curve; thence South 89°57'26" East along the Northerly right of way of said relocated Market Road No. 3 a distance of 1432.04 feet to a point; thence North 00°06'42" East 2756.52 feet to the point of beginning.

PARCEL III: (13S-04W31-200, 300, 400, & 601)

Beginning at the Northwest corner of the William Shepherd DLC No. 39; Notification No. 2562 in Township 13 South, Range 4 West of the Willamette Meridian, Linn County, Oregon; run thence South 89°38'53" East along the North line of said William Shepherd Claim 561.0 feet to a point marked by a 5/8 inch iron rod, said point being 334.62 feet North 89°38'53" West of a stone found on the North line of said William Shepherd Claim which is marking the Southwest corner of the John McNeil DLC No. 41 in said Township and Range; thence South 100.00 feet to a 5/8 inch iron rod; thence South 89°38'53" East parallel to the North line of said Claim No. 39, a distance of 435.60 feet to a point marked by a 5/8 inch iron rod; thence North 100.00 feet to a point on the North line of said Claim No. 39, said point being 100.98 feet South 89°38'53" East of the aforementioned stone marking the Southwest corner of the John McNeil Claim No. 41; thence South 89°38'53" East along the North line of said Claim No. 39, a distance of 1676.40 feet to a point that is 2673.0 feet South 89°38'53" East of the aforementioned Northwest corner of the William Shepherd Claim; thence South 00°19'29" West parallel to the East line of said William Shepherd DLC 1856.58 feet to a point marked by a 5/8 inch iron rod; thence North 89°38'53" West parallel to the North line of said William Shepherd Claim a distance of 186.72 feet to a point marked by a 5/8 inch iron rod; thence South 00°20'21" West along a line fence 2098.38 feet to a point marked by a 5/8 inch iron rod; said iron rod being 242.63 feet North 00°20'21" East of a stone found marking the South line of the aforementioned William Shepherd DLC; thence South 89°51'02" East 1406.38 feet to a 1-1/2 inch iron pipe found marking Southerly Southwest corner of that certain tract of land conveyed to Donald Lee Bayne and Mildred Frances Bayne in Deed Recorded November 5, 1958 in Book 262, Page 450, Linn County, Oregon Deed Records; continuing South 89°51'02" East along the South boundary of said Bayne property 2111.55 feet to a point on the West line of the Charles Crosby DLC No. 37 in said Township and Range, said point being 1292.28 feet South 00°16'41" West of the Northwest corner of said Charles Crosby DLC; run thence South 00°16'41" West along the West line of said claim 100.00 feet, said point being marked by a 5/8 inch iron rod; thence North 89°51'02" West 3518.02 feet to a point marked by a 5/8 inch iron rod, said iron rod being 142.63 feet North 00°20'21" East of the aforementioned stone marking the South line of the William Shepherd DLC; thence South 00°28'21" West 142.63 feet to the said stone; thence run South 89°53'16" West along the South line of said DLC No. 39, a distance of 1233.53 feet to the Southwest corner thereof; thence following the meanders of the Willamette River downstream on the following courses and distances; North 5°30' West 1018.38 feet, North 21° West 495.0 feet, North 30°45' West 844.80 feet, North 67° West 462.0 feet, North 44°30' West 184.80 feet to a point that bears South from the point of beginning; thence run North along the West line of said Claim No. 39 a distance of 1687.62 feet to the point of beginning in Linn County, Oregon.



PARCEL IV: (12S-04W-29C -500)

Beginning at a point on the West line of Market Road No. 2, being South 4°08' West 535.38 feet from a ¾ inch rod on the North line of the William McIlree Donation Land Claim No. 46 in Township 12 South, Range 4 West of the Willamette Meridian in Linn County, Oregon; and running thence South 4°08' West along the West line of said road 12.03 feet; thence West 210.13 feet; thence South 16°56' West 24.04 feet; thence West 62.70 feet to the bank of the Willamette River; thence Northerly along the East bank of said River to a point due West of the place of beginning; thence East 276.66 feet to the place of beginning.

PARCEL V:

An easement for right of way 100 feet in width for pipelines, communication lines, and all appurtenances thereto, upon under, over and across the following described real property: Beginning at a point on the South boundary of and 5239.76 feet North 89°51'47" West of the Southeast corner of the Charles J.B. Crosby Donation Land Claim No. 40 in Township 14 South, Range 4 West of the Willamette Meridian, in Linn County, Oregon; thence North 00°23'07" East 1366.02 feet to a point marked by a ¾ inch iron pipe, said iron pipe being 1329.57 feet South 00°23'07" West of a point on the North line of said Charles J.B. Crosby Donation Land Claim; thence continuing North 00°23'07" East from said ¾ inch iron pipe a distance of 10.0 feet to the true point of beginning, run thence North 00°23'07" East 100.0 feet; thence South 89°17'49" West 5135.18 feet to a point on the West line of said Charles J.B. Crosby Donation Land Claim that is 1292.28 feet South 00°16'41" West of the Northwest corner of said Charles Crosby Donation Land Claim; run thence South 00°16'41" West along the West line of said Donation Land Claim 100.0 feet; thence leaving the West line of said Donation Land Claim and run North 89°17'49" East 5134.99 feet to the true point of beginning in Linn County, Oregon.

## Part 2 – Harmac Pulp Mill Real Property

PID	Legal Description	Street Address	Owner
1. 008-627-100	That Part of Section 22, Range 1, Cedar District, outlined in Red on Plan 1499R	1000 Wave Place, Nanaimo, B.C.	PTL
2. 023-922-877	Lot 1 Section 1 Range 8 Nanaimo District and Section 21 Range 1 Cedar District Plan VIP65621	1000 Wave Place, Nanaimo, B.C.	PTL
3. 023-922-893	Lot 3 of Sections 21, 22 and 23 Range 1 and Sections 21, 22 and 23 Range 2 Cedar District and District Lot 137 and 385 Nanaimo District Plan VIP65621	1000 Wave Place, Nanaimo, B.C.	PTL
4. 003-926-516	West 60 acres of Section 22, Range 1, Cedar District Except that part shown outlined in Red on Plan 1499R and Except part in Plan VIP74868	1000 Wave Place, Nanaimo, B.C.	PTL
5. 003-924-424	The East ½ of Section 2, Range 8, Nanaimo District, Except Plans 32333, 37427 and VIP74868	1000 Wave Place, Nanaimo, B.C.	PTL
6. 009-779-159	Section 3, Range 8, Nanaimo District, Except those parts in Plans 16106 and 32333	1000 Wave Place, Nanaimo, B.C.	PTL
7. 009-779-442	Section 4, Range 8, Nanaimo District, Except Parcel A (DD 359511) and Except those parts in Plans 16106 and 17640	1000 Wave Place, Nanaimo, B.C.	PTL
8. 008-747-695	Section 20, Range 2, Cedar District	1000 Wave Place, Nanaimo, B.C.	PTL
9. 000-102-946	Lot 3, Sections 3 & 4, Range 8 and District Lot 137, Nanaimo District, Plan 32333	1000 Wave Place, Nanaimo, B.C.	PTL
10. 009-045-872	District Lot 17, Dunsmuir District containing 557.8 Acres, more or less	1000 Wave Place, Nanaimo, B.C.	PTL
11. 008-475-431	That part of Block 68, Dunsmuir District, Plan 789, shown outlined in red on Plan 1580R	1000 Wave Place, Nanaimo, B.C.	PTL

<b>PID</b>	<b>Legal Description</b>	<b>Street Address</b>	<b>Owner</b>
12. 006-007-805	Section 13, Range, 1, Cedar District, except Parcel A (DD 6974N), and except Parcel B (DD 71270N), and except that part lying to the South and East of Plan 7914, and except those parts in Plans 573 RW, 1997 RW, 1572-R, 7914, 8955, 15443 and 23683	1000 Wave Place, Nanaimo, B.C.	PTL
13. 004-226-216	That Part of Lot 4 Section 11 Range 1 Cedar District Plan 15311 shown outlined in red on Plan 1997 R.W.	1000 Wave Place, Nanaimo, B.C.	PTL
14. 004-226-224	That Part of Lot 3 Section 11 Range 1 Cedar District Plan 15311 shown outlined in red on Plan 1997 R.W.	1000 Wave Place, Nanaimo, B.C.	PTL
15. 008-758-786	That Part of Section 12 Range 1 Cedar District outlined in red on Plan 1997 RW	1000 Wave Place, Nanaimo, B.C.	PTL
16. 008-752-133	That Part of Section 11 Range 1 Cedar District outlined in red on Plan 657 RW	1000 Wave Place, Nanaimo, B.C.	PTL
17. 008-754-144	That Part of Section 7 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
18. 008-754-187	That Part of Section 8 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
19. 008-758-174	That Part of Section 11 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
20. 008-759-243	That Part of Parcel A (DD 15075N) of Section 6 Range 1 Cedar District outlined in red on Plan 1523R	1000 Wave Place, Nanaimo, B.C.	PTL
21. 008-759-251	That Part of Parcel B (DD 15075N) of Section 6 Range 1 Cedar District outlined in red on Plan 1523R	1000 Wave Place, Nanaimo, B.C.	PTL
22. 008-759-359	That Part of Parcel A (DD 15075N) of Section 6 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
23. 008-759-367	That Part of Parcel B (DD 15075N) of Section 6 Range 1 Cedar	1000 Wave Place, Nanaimo, B.C.	PTL

<b>PID</b>	<b>Legal Description</b>	<b>Street Address</b>	<b>Owner</b>
24.	008-751-846 District outlined in red on Plan 573 RW That Part of Section 9 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
25.	006-285-601 That Part of Lot 3 Section 17 Range 1 Cedar District Plan 3119 included in Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
26.	006-285-651 That Part of Lot 5 Section 17 Range 1 Cedar District Plan 3119 included in Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
27.	006-285-619 That Part of Lot 4 Section 17 Range 1 Cedar District Plan 3119 included in Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
28.	006-285-694 That Part of Lot 6 Section 16 Range 1 Cedar District Plan 3119 shown outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
29.	006-285-627 That Part of Lot 3 Section 17 Range 1 Cedar District Plan 3119 included in Plan 1694 RW	1000 Wave Place, Nanaimo, B.C.	PTL
30.	006-285-635 That Part of Lot 4 Section 17 Range 1 Cedar District Plan 3119 included in Plan 1694 RW	1000 Wave Place, Nanaimo, B.C.	PTL
31.	008-751-919 That Part of Section 10 Range 1 Cedar District containing 1.44 acres more or less and shown outlined in red on Plan 657 RW	1000 Wave Place, Nanaimo, B.C.	PTL
32.	008-751-811 That Part of Section 12 Range 1 Cedar District outlined in red on Plan 657 RW	1000 Wave Place, Nanaimo, B.C.	PTL
33.	008-753-806 That Part of Section 10 Range 1 Cedar District coloured red on Plan Deposited in DD 20845F included within the area shown outlined in red on Plan 573RW	1000 Wave Place, Nanaimo, B.C.	PTL
34.	008-758-212 That Part of Section 10 Range 1 Cedar District containing 1.56 acres more or less and shown outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL

<b>PID</b>	<b>Legal Description</b>	<b>Street Address</b>	<b>Owner</b>
35. 008-758-042	That Part of Parcel C (DD 6974N) of Section 15 Range 1 Cedar District coloured red on Plan 1227R	1000 Wave Place, Nanaimo, B.C.	PTL
36. 008-754-012	That Part of Section 14 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
37. 008-754-128	That Part of Section 13 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
38. 008-754-101	That Part of Section 12 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
39. 008-758-280	That Part of Section 18 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
40. 008-758-301	That Part of Section 19 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
41. 008-758-433	That Part of Section 10 Range 1 Cedar District coloured red on Plan Deposited in DD 20845F and outlined in red on Plan 657 RW	1000 Wave Place, Nanaimo, B.C.	PTL
42. 008-758-387	That Part of Section 15 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL
43. 008-758-778	That Part of Section 13 Range 1 Cedar District outlined in red on Plan 1997 RW	1000 Wave Place, Nanaimo, B.C.	PTL
44. 008-758-794	That Part of Section 18 Range 1 Cedar District outlined in red on Plan 1694 RW	1000 Wave Place, Nanaimo, B.C.	PTL
45. 008-759-260	That Part of Parcel A (DD 392261I) of Section 10 Range 1 Cedar District outlined in red on Plan 1873R	1000 Wave Place, Nanaimo, B.C.	PTL
46. 008-758-328	That Part of Section 20 Range 1 Cedar District outlined in red on Plan 573 RW	1000 Wave Place, Nanaimo, B.C.	PTL

<b>PID</b>	<b>Legal Description</b>	<b>Street Address</b>	<b>Owner</b>
47. 005-432-928	Lot 1 Section 4 Range 7 Cranberry District Plan 8718 except part in Plan 12762	1000 Wave Place, Nanaimo, B.C.	PTL
48. 005-564-549	Lot A Sections 4 and 5 Range 8 Cranberry District Plan 8575	1000 Wave Place, Nanaimo, B.C.	PTL
49. 009-002-413	That Part of Section 5 Range 8 Cranberry District outlined in red on Plan 1447R	1000 Wave Place, Nanaimo, B.C.	PTL
50. 009-002-421	That Part of Section 5 Range 8 Cranberry District (including part of Plan 1364R) shown outlined in red on Plan 1517R	1000 Wave Place, Nanaimo, B.C.	PTL
51. 008-996-504	That Part of Section 5 Range 8 Cranberry District outlined in red on Plan DD 16767N and included within the area outlined in red on Plan 588 RW	1000 Wave Place, Nanaimo, B.C.	PTL
52. 006-347-134	That Part of Lot 1 Section 4 Ranges 7 and 8 Cranberry District Plan 2700 shown included in red on Plan 588 RW	1000 Wave Place, Nanaimo, B.C.	PTL
53. 008-996-431	That Part of Section 5 Range 8 Cranberry District shown outlined in red on Plan 588 RW except part included in the area outlined in red on Plan DD 16767N and except part in Plan 8330	1000 Wave Place, Nanaimo, B.C.	PTL
54. 008-996-458	That Part of the East 60 Acres of Section 6 Range 8 Cranberry District included within the area outlined in red on Plan 588 RW	1000 Wave Place, Nanaimo, B.C.	PTL
55. 006-347-282	That Part of Lot 1 Section 4 Range 7 Cranberry District Plan 2700 included in red on Plan 1486-R	1000 Wave Place, Nanaimo, B.C.	PTL
56. 008-996-296	That Part of Section 4 Range 7 Cranberry District outlined in red on Plan 1358R	1000 Wave Place, Nanaimo, B.C.	PTL
57. 009-002-456	That Part of Section 5 Range 7 Cranberry District outlined in red on Plan 1351R	1000 Wave Place, Nanaimo, B.C.	PTL
58. 008-758-182	That part of Section 18, Range 2, Cedar District, lying to the North of that part coloured red on Plan Deposited under DD 29718I, and to the East of the Production Northerly of the West Boundary of	1000 Wave Place, Nanaimo, B.C.	PTL

<b>PID</b>	<b>Legal Description</b>	<b>Street Address</b>	<b>Owner</b>
59. 005-091-730	said part Lot 1, Section 4, Range 7, and of Sections 3 and 4, Range 8, Cranberry District, Plan 2700, except those parts of said lot shown outlined in red on Plans 588 RW, 1357 R, 1486 R, 8178, 12014 and 12762, except that part of said lot included within the boundaries of Plan 8330 and except those parts of said lot shown outlined in red and marked D and E on Plan 1485 R	1000 Wave Place, Nanaimo, B.C.	PTL
60. 006-347-151	That Part of Lot 1, Section 4, Range 8, Cranberry District, Plan 2700, included in red on Plan 1357-R	1000 Wave Place, Nanaimo, B.C.	PTL
61. 006-347-312	Those Parts of Lot 1, Section 4, Ranges 7 & 8, Cranberry District, Plan 2700 included in red and marked "D" and "E" on Plan 1485-R	1000 Wave Place, Nanaimo, B.C.	PTL
62. 006-347-509	Lot 6, Section 3, Range 8, Cranberry District, Plan 2700	1000 Wave Place, Nanaimo, B.C.	PTL
63. 008-996-202	That part of Section 5 Range 8 Cranberry District outlined in red on Plan 1350R	1000 Wave Place, Nanaimo, B.C.	PTL
64. 008-996-245	That Part of Section 6 Range 8 Cranberry District outlined in red on Plan 1350R	1000 Wave Place, Nanaimo, B.C.	PTL
65. 009-796-673	That part of the East 60 Acres of Section 6, Range 8, Cranberry District, lying to the North of a boundary extending due East from the most Northerly iron pin of the area shown on Plan 1350R	1000 Wave Place, Nanaimo, B.C.	PTL
66. 005-500-605	Lot 1, Section 5, Range 7, and of Section 3, 4, and 5, Range 8, Cranberry District Plan 8330	1000 Wave Place, Nanaimo, B.C.	PTL
67. 024-089-320	That part of Nanaimo District being part of the bed of Northumberland Channel, shown on Plan 3078 RW	1000 Wave Place, Nanaimo, B.C.	PTL

**Part 3 – Mackenzie Mill Real Property**

<b><u>PID</u></b>	<b><u>Legal Description</u></b>	<b><u>Street Address</u></b>	<b><u>Owner</u></b>
1. 024-184-489	Lot B District Lot 12478 Cariboo District Plan PGP42628	1000 Coquiwaldy Road, Mackenzie, B.C.	MPL
2. 023-271-299	Lot A District Lot 12479 Cariboo District Plan PGP39531	1000 Coquiwaldy Road, Mackenzie, B.C.	MPL
3. 024-184-501	Lot D, District Lot 12478 Cariboo District Plan PGP42628	1000 Coquiwaldy Road, Mackenzie, B.C.	MPL
4. 004-350-448	Lot 8, District Lot 12463, Cariboo District Plan 17642	1000 Coquiwaldy Road, Mackenzie, B.C.	MPL
5. 015-219-208	District Lot 3470, Cariboo District except Plans 21721 and 22417	1000 Coquiwaldy Road, Mackenzie, B.C.	MPL



**(B): Leased Real Property**

<b>Description</b>	<b>Street Address</b>	<b>Lessee</b>
1. Lease no. 2926 between BCR Properties Ltd. and Fletcher Challenge Canada Limited made February 6, 1996 for PID 024-252-255, as assigned to MPL on June 14, 2001.	1000 Coquiwaldy Road, Mackenzie, B.C.	PTL
2. Lease no. 2509 between BCR Properties Ltd. and Fletcher Challenge Canada Limited made March 27, 1995 for PID 023-623-951, as modified by modification of lease dated March 25, 1997, as amended by letter dated May 4, 1998, as assigned to MPL on June 14, 2001.	1000 Coquiwaldy Road, Mackenzie, B.C.	PTL
3. Lease dated April 26, 1999 between Crown Plaza and PTI for a portion of the first and second floors of Portland office building	1500 S.W. First Ave., Portland, OR	PTI
4. Lease of aquatic lands no. 103441 dated for reference August 1, 1990 between Her Majesty the Queen in right of the Province of British Columbia and MacMillan Bloedel Limited, as assigned by MacMillan Bloedel Limited to Harmac Pacific Inc. pursuant to an agreement dated for reference May 26, 1994 between MacMillan Bloedel Limited, Harmac Pacific Inc. and the Majesty the Queen in right of the Province of British Columbia. This lease is subject to a sublease by way of mortgage in favour of Ableco Finance LLC.	1000 Wave Place, Nanaimo, B.C.	HPI
5. Lease agreement dated for reference November 1, 2004 between Nanaimo Port Authority and PTL.	1000 Wave Place, Nanaimo, B.C.	PTL
6. Lease agreement dated for reference December 15, 2006 between TC Property Inc. and PTL.	1000 Wave Place, Nanaimo, B.C.	PTL
7. The site lease for the Halsey Real Property, originally dated September 30, 1999, between Wilmington Trust Company and PTI, as amended by Amendment No. 1 to Site Lease dated December 27, 2001, amended June 28, 2006 to assign Wilmington's rights to PTL (as further described in Section 3.12 of this Disclosure Schedule).	30480 American Drive, Halsey, OR 97348	PTL
8. Site lease dated June 28th, 2006 between PTI and PTL for the Halsey pulp mill.	30480 American Drive, Halsey, OR 97348	PTI

9. The facility lease dated December 27, 2001 between Wilmington Trust Company and the Halsey CIO2 Limited Partnership, as assigned by Wilmington Trust Company to PTL, pursuant to which the Halsey CIO2 Plant and that portion of the Halsey Real Property on which the Halsey CIO2 plant is located is leased by PTL to the Halsey CIO2 Limited Partnership. PTL

30480 American  
Drive, Halsey, OR  
97348

**Subleases or Assignments of Leased Real Property**

1. Sub-lease aquatic lands (of lease of aquatic lands no. 103441) effective August 1, 2005 between PTL and Nexen Chemicals Canada Ltd. PTL  
1000 Wave Place,  
Nanaimo, B.C.

**Section 2.01(b)(vi)**

**Excluded Assets**

1. The following inter-company agreements:
  - (a) Factoring services agreement between PTI and PTFLP.
  - (b) Lumber sales representative agreement between PTI and PTL.
  - (c) Management services agreement between PTI and PTL.
  - (d) Promissory note dated as of April 5, 2004 between PTL and P&T Finance One Limited Partnership.
  - (e) Promissory note dated as of April 5, 2004 between PTL and P&T Finance Two Limited Partnership.
  - (f) Loan agreement originating on or around 3/1/2006 between PTL and P&T Finance Two Limited Partnership.
  - (g) Management services agreement between PTI and Spearfish LP.
  - (h) Log supply agreement between PTI and Spearfish LP
  - (i) Demand note between PTI and PTL entered into on October 1, 2006 for \$75 million U.S. Dollars.
  - (j) The three pulp sales representative agreements included in schedule 3.12(a) Part 3, item numbers 8-10. In 3.12(a) Part 1, item H, numbers 28-29. In addition, certain of the Seller's rights under the Halsey agreements shall be "Excluded Assets" to the extent they are not required for any of the Purchaser's ownership or operation of the Halsey Mill.
2. All rights (including any documentation or correspondence and the like) relating to any legal privilege of the Sellers relating to the Business.
3. The facility used for the storage and/or unloading and reloading of wood products from transport trucks to rail cars for transport to another location, and located at or about Northport, Washington.
4. In accordance with the laws of the jurisdictions in which the following trade names are Registered, some or all of such trade name registrations may not be transferable to the Purchaser:

<u>Trade Name</u>	<u>Jurisdiction</u>
Pope & Talbot, Inc.	State of Delaware
Pope & Talbot Ltd.	Canada
Pope & Talbot Pulp Sales U.S., Inc.	State of Delaware
Mackenzie Pulp Land Ltd.	Province of British Columbia
P&T Power Company <sup>1</sup>	State of Oregon

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<sup>1</sup> This trade name shall constitute Transferred Intellectual Property only in the event that the Option is exercised.

**Section 2.02(a)(vii)**

**Retiree Medical Welfare Benefits**

1. Halsey Salaried Employees & Portland Salaried Employees (Medical and Life): ABPO = \$4,668,612 (as of January 1, 2007 using 5.85% discount rate).
2. Halsey Hourly Employees (Medical only): ABPO = \$19,549,000 (as of August 14, 2007 using a 5.75% discount rate); \$18,249,000 (as of August 14, 2007 using 6.25% discount rate).
3. Harmac and Mackenzie Salaried Employees (Medical Only): actual volume of liabilities exceeds the market value of assets by \$7,493,000 using a 5.5% discount rate (as of September 30, 2007).
4. Harmac and Mackenzie Hourly Employees (Medical Only): actual volume of liabilities exceed the market value of assets by \$31,007,000 using a 5.5% discount rate (as of September 30, 2007).

**Section 2.02(a)(viii)**

**Unfunded Retirement Plan Liabilities**

1. Pope & Talbot, Inc. Pension Plan – 104% funded as of January 1, 2007 (no unfunded liabilities).
2. Pope & Talbot, Inc. Tax Deferred Savings Plan – defined contribution plan that is 100% funded (no unfunded liabilities).
3. Pope & Talbot Ltd. pension plan for permanent salaried employees – portion of the plan attributable to Pulp Division employees, the solvency liabilities exceed the market value of assets by approximately \$5.6 million as of September 30, 2007.

**Section 2.02(a)(xiii)**

**Other Liabilities**

None.

### **Section 3.02**

#### **No Conflict**

1. Those agreements and permits in respect of which the applicable law would not permit assignment without consent of the counterparty that are flagged with an asterisk or otherwise noted as such in Sections 2.01(a)(i), 3.03 and 3.12(a), and 5.03(e) of this Disclosure Schedule.
2. Any restrictions on assignment related to Permitted Encumbrances in respect of Owned Real Property and Leased Real Property.
3. The Sellers have granted to Ableco Finance LLC (as collateral agent under the Sellers' principal credit agreement) a security interest in substantially all of their assets, including without limitation, the Owned Real Property, the Leased Real Property and the Intellectual Property. The Purchased Assets will be transferred to the Purchaser free and clear of such Liens pursuant to the Transaction Approval Orders.

### Section 3.03

#### **Governmental Consents and Approvals**

The consents and authorizations listed in Section 3.07 of this Disclosure Schedule are incorporated herein by reference.

#### **A. Canada**

1. Her Majesty the Queen in Right of the Province of British Columbia pursuant to section 5.01 of lease aquatic lands no. 103441 dated August 1, 1990 between Her Majesty the Queen in Right of the Province of British Columbia and MacMillan Bloedel Limited, predecessor in interest to PTL.
2. Her Majesty the Queen in Right of the Province of British Columbia pursuant to section 5.01 of statutory right of way no. 105854 dated March 12, 1998 between Her Majesty the Queen in Right of the Province of British Columbia and Harmac Pacific Inc. (predecessor in interest to PTL).
3. Minister of Industry pursuant to section 11 of the Radio communication Regulations for Radio Licence Nos. 0003039, 0004099, 0150530, 0162393, 0400532, 0486472, 0618256, 0848233, 0929002, 0957734, 0960781, 0960872, 0960875, 0969913, 0969921, 2805128, 3519376, 3577252, 4042123, 4042125, 4042127, 4042129, 4042131, 4042133, 4042137, 4042139, 4042141, 4620778, 4805542, 4894253, 4894255, 4905476, 4923251, 4974849, 5002389, 5002391 issued to PTL.
4. British Columbia Ministry of Environment pursuant to section 17 of the *Environmental Management Act* (British Columbia) for the following permits:
  - (i) Permit PA-1644 issued April 13, 1976 to Fletcher Challenge Canada Limited by the Ministry of Environment under the provisions of the Waste Management Act (British Columbia), as amended (last amendment dated September 22, 2006), and now held by PTL.
  - (ii) Permit PE-01138 issued February 4, 1972 to Fletcher Challenge Canada Limited by the Ministry of Environment, Lands and Parks under the provisions of the Waste Management Act (British Columbia), as amended (last amendment dated December 11, 2000), and now held by PTL.
  - (iii) Permit PR-01421 issued February 4, 1972 to Fletcher Challenge Canada Limited by the Ministry of Environment, Lands and Parks under the provisions of the Waste Management Act (British Columbia), as amended (last amendment dated October 30, 2003), and now held by PTL.
  - (iv) Permit RE-14046.
  - (iv) Permit PE-13990 issued by the Ministry of Environment (Camp Effluent Permit) on October 12, 1995 as amended (last amendment dated December 19, 2001) and now held by PTL.



- (v) Permit PE-01214 issued February 4, 1972 to MacMillan Bloedel Limited by the Ministry of Environment, Lands and Parks under the provisions of the *Waste Management Act* (British Columbia), as amended (last amendment dated June 30, 2004), and now held by PTL.
  - (vi) Permit PR-02205 issued December 4, 1974 to Harmac Pacific Inc. by the Ministry of Environment, Lands and Parks under the provisions of the *Waste Management Act* (British Columbia), as amended (last amendment dated June 23, 1995).
  - (vii) Permit PR-02708 issued September 30, 1977 to Harmac Pacific Inc. by the Ministry of Environment, Lands and Parks under the provisions of the *Waste Management Act* (British Columbia), as amended (last amendment dated April 20, 2001), and now held by PTL.
5. Nuclear Substances and Radiation Devices License No. 12070-1-10.0 issued to PTL, valid from April 1, 2005 to March 31, 2010 (not transferable).
  6. Business Licence No. 46060 expiring December 31, 2007 issued by the City of Nanaimo to PTL-- note: we have not been provided with business licence information for Mackenzie or Halsey (not transferable).
  7. British Columbia Safety Authority Boiler & Pressure Vessel Contractor (not transferable).
  8. Licence No. 363 issued to PTL (not transferable).
  9. British Columbia Safety Authority Electrical Operating Permit No. 6612 issued to PTL (not transferable).
  10. Permits to Operate a Water Supply System issued to PTI by the Vancouver Island Health Authority from the Nanaimo River and groundwater (not transferable).
  11. Nuclear Substances and Radiation Devices License No. 13340-1-11.0 issued to Pope & Talbot Mackenzie Pulp Operations Ltd., valid from April 1, 2006 to March 31, 2011 (not transferable).
  12. British Columbia Safety Authority Boiler & Pressure Vessel Contractor Licence No. 538 issued to PTL (not transferable).
  13. British Columbia Safety Authority Boiler & Pressure Vessel Operating Permits issued to PTL for units (not transferable):
    - HP52403, HP52409, PV13P1903, PV19P0314, PV19P0315, PV19P0685, PV1P8204, PV21P2108, PV21P7467, PV21P7595, PV21P7597, PV21P7598, PV21P7629, PV21P7654, PV21P7753, PV21P7779, PV21P7793, PV21P7840, PV21P7841, PV21P7842, PV21P7883, PV21P7951, PV21P7952, PV21P7953, PV21P7954, PV21P7955, PV21P7960, PV21P7966, PV21P7967, PV21P7968, PV21P7969, PV21P8035, PV21P8037, PV21P8056, PV21P8077, PV21P8078, PV21P8079, PV21P8204, PV21P8224, PV21P8225, PV21P8226, PV21P8326, PV26P0133, PV26P0134, PV26P132, PV26P268, PV26P269, PV26P270, PV26P271, PV26P275, PV26P276, PV26P277, PV26P279, PV31P3236, PV31P3779, PV31P5157, PV31P5158,

PV31P6273, PV31P6307, PV31P6549, PV31P6705, PV31P9535, PV42P1694,  
 PV42P1695, PV42P1696, PV42P1818, PV42P1819, PV42P1820, PV42P1821,  
 PV42P1855, PV42P1856, PV42P1859, PV42P1861, PV42P1862, PV42P1863,  
 PV42P1864, PV42P1865, PV42P1866, PV42P1867, PV42P1868, PV42P1869,  
 PV42P2570, PV42P2571, PV42P2572, PV42P2573, PV42P2574, PV42P2575,  
 PV42P2576, PV42P2577, PV42P2951, PV42P2952, PV42P2995, PV42P3980,  
 PV42P6165, PV42P6166, PV42P6167, PV42P8946, PV42P9049, PV52578, PV65P0673,  
 PV65P0674, PV65P1558, PV65P1559, PV65P2506, PV65P2591, PV65P2739,  
 PV65P3154, PV65P3265, PV65P3332, PV65P3346, PV65P3359, PV65P3360,  
 PV65P3389, PV65P3397, PV65P3431, PV65P3432, PV65P3433, PV65P3434,  
 PV65P3450, PV65P4243, and PV65P4568.

14. British Columbia Safety Authority Electrical Operating Permit 636 issued to PTL (not transferable).
15. Final water licence no. 109739 issued June 30, 1995 under the Water Act (British Columbia).
16. Final water licence no. 109740 issued June 30, 1995 under the Water Act (British Columbia).
17. Final water licence no. 109741 issued June 30, 1995 under the Water Act (British Columbia).
18. Final water licence no. 109742 issued June 30, 1995 under the Water Act (British Columbia).
19. Final water licence no. 109743 issued June 30, 1995 under the Water Act (British Columbia).
20. British Columbia Safety Authority Gas Contractor Licence No. 3877 issued to PTL.
21. British Columbia Safety Authority Elevating Devices Contractor Licence No. 52 issued to PTL.
22. British Columbia Safety Authority Elevating Devices Operating Permits issued to PTL for units 6526, 6527, 6528, 6529, 6530, 6531, 6532, 6533, 7787 and 17388.
23. Registration RE-14046 by Fletcher Challenge Canada Ltd. pursuant to the Petroleum Storage and Distribution Facilities Storm Water Regulation.
24. Water licence no. 117357 issued to PTL May 31, 2002 under the Water Act (British Columbia).
25. British Columbia Safety Authority Elevating Devices Operating Permits issued to PTL for units 5014, 5015 and 5016.
26. British Columbia Safety Authority Certificate of Gas Inspection for Gas Operating Permit 2171830 issued to PTL.

27. Certificates of Validation Nos. 23507, 23508, 23509, 23510, 23511, 23512, 23513, 23514, 23515 and 23516 issued to PTI by the Oregon Department of Human Services for nuclear fixed gauges. These certificates are not transferable.
28. Permit No. 3047 to operate elevator issued to PTI by the State of Oregon Department of Consumer and Business Services.
29. Scale licence nos. 022, 024, 026 and 036 issued to PTI by the Oregon Department of Agriculture.
30. Federal Communications Commission Radio Station Authorizations for Call Signs KD43944, WNSZ652 and WPJZ238 issued to PTI.

**B. U.S.**

1. Oregon Department of Environmental Quality pursuant to OAR 340-218-0150 and OAR 340-045-0045(1) respectively, for the following permits:
  - (i) Oregon Title V operating permit no. 22-3501 re-issued to PTI by the Oregon Department of Environmental Quality on September 13, 2005, expiring December 1, 2006, as amended (last amendment: addendum 7 dated February 22, 2006), with letter re renewal application dated November 30, 2005 to Oregon Department of Environmental Quality from SECOR International Incorporated. Pursuant to OAR 340-218-0150, an administrative permit amendment by the Oregon Department of Environmental Quality is required to transfer this permit.
  - (ii) National pollutant discharge elimination waste discharge permit no. 101114, issued to PTI by the Oregon Department of Environmental Quality on June 30, 1993, expiring July 1, 1998, with renewal application dated November 21, 1997. Pursuant to OAR 350-045-0045, prior written authorization by the Oregon Department of Environmental Quality is required to transfer this permit.
2. Public Water System Compliance confirmation issued to PTI by the Oregon Department of Human Services on July 5, 2007.
3. General stormwater discharge permit number 1200-2; file number 36335. Renewal application submitted on December 21, 2006.
4. Hazardous waste generator number TS ORD091288316.
5. DOT registration number TS 062006 554 02500.
6. Two certificates of water rights, no. 32986 and no. 45573.
7. State Easement No. 25294-EA from the Department of State Lands.

## Section 3.05

### **Litigation**

#### **A. Canada**

1. *Canadian Forest Products Ltd. v. Pope & Talbot Ltd.*, Supreme Court of British Columbia, Vancouver Registry, Action No. S064757. The Petition was filed on July 25, 2006 and seeks leave to appeal from an arbitration award dated May 29, 2006 issued by arbitrator D. Barry Kirkham Q.C. in an arbitration between Respondent and Petitioner under provisions of a Chip Supply Agreement dated January 19, 1996.
2. *Sigurdson Bros. Logging Company Ltd. v. Pope & Talbot Ltd.*, Supreme Court of British Columbia, Williams Lake Registry, Action No. S0716206. The Writ of Summons was filed on August 10, 2007.
3. *Pope & Talbot Ltd. and Ahlstrom Turin S.P.A. v. The Ship "Cielo de Genova" et al.*, Federal Court, Vancouver Registry, Court File Number T-2183-07. The Writ of Summons was filed December 14, 2007.
4. *Snuneymuxw First Nation v. HMTQ in Right of BC, Land and Water British Columbia Inc, B.C. Ferry Services Inc. District Manager, South Island Forest District, Pope and Talbot, HMTQ in Right of Canada*, Supreme Court of British Columbia, Victoria Registry, Action No. 03 5064. The Writ of Summons was filed on December 9, 2003, and amended by Amended Writ of Summons filed June 6, 2006.

#### **B. U.S.**

1. *Industra/Matrix Joint Venture ("I/M") v. Pope & Talbot*, Private Arbitration. In this construction contract action, originally filed in Oregon Circuit Court in 2001, contractor I/M is currently seeking approximately \$2.6 million (US) plus prejudgment interest.
2. *William Dameworth v. Pope & Talbot, Inc.*, Oregon District Court case number 6:2007cv06159, filed July 3, 2007.

**Section 3.06**

**Compliance with Laws**

1. The items disclosed in Sections 3.07 and 3.11 of this Disclosure Schedule.

### Section 3.07

#### **Environmental Matters**

(a) The following documents are incorporated herein by reference:

#### **Mackenzie**

1. Mackenzie Pulp Operations, General Manager's Overview dated January 13, 2004 and Monthly Comments, December 2003.
2. Mackenzie Pulp Operations, General Manager's Overview dated January 20, 2005 and Monthly Comments, December 2004.
3. Mackenzie Pulp Operations, General Manager's Overview dated January 6, 2006 and Monthly Comments, December 2005.
4. Mackenzie Pulp Operations, General Manager's Comments dated January 16, 2007 and Monthly Comments, December 2006.
5. Draft 2006 Annual Groundwater Monitoring Report, Pope & Talbot Ltd. Mackenzie Pulp Operations dated December 2006 by AMEC Earth & Environmental.
6. Ministry of Environment Permit Inspections dated July 27, 2006 for permit nos. PA-01644, PR-1421, RE-14046 and PE-01138 at the Mackenzie Pulp Mill.
7. Letter dated August 17, 2006 from the British Columbia Ministry of Environment to PTL re: Bleach Plant ClO<sub>2</sub> Monitor and June Effluent Rainbow Trout Bioassay, Permit PE-01138 and PA-01644.
8. Letter dated October 27, 2006 to PTL from B.C. Ministry of Environment re: failure to comply with PE-01138 permit requirements.
9. Draft Phase 1 Environmental Site Assessment dated May, 2006 for PTL's Mackenzie Pulp Operations, Mackenzie, British Columbia, prepared for Schulte Roth & Zabel LLP by Conestoga-Rovers & Associates.
10. 2006 Annual Groundwater Monitoring Report dated January 2007, prepared for PTL's Mackenzie Pulp Operations, by AMEC Earth & Environmental.
11. Permit PE-13990 dated October 12, 1995, issued to Fletcher Challenge Canada Limited, and later amended and assigned to PTL effective December 31, 2001.
12. Environmental Permit PA1644 dated April 13, 1976, issued by Province of British Columbia Ministry of Environment, Lands and Parks and Permit Amendment dated September 22, 2006.
13. Environmental Permit PE01138 dated February 4, 1972, issued by Province of British Columbia Ministry of Environment, Lands and Parks, amended February 20, 1995.
14. Environmental Permit PR01421 dated February 4, 1972, issued by Province of British Columbia Ministry of Environment, Lands and Parks, amended September 16, 1997.

15. Letter dated November 21, 2006 from Amec to PTL Mackenzie Pulp Operations re: Groundwater Quality along Northern Property Boundary.
16. Water Licence C117357 dated May 31, 2002 issued by Land and Water British Columbia Inc.
17. Environmental Permit PA01644 dated April 13, 1976, issued by Province of British Columbia Ministry of Environment, Lands and Parks, amended September 22, 2006.

## **Harmac**

9. Harmac Pulp Operations Comments, December 2003.
10. Harmac Pulp Operations Comments, December 2004.
11. Harmac Pulp Operations Comments, December 2005.
12. Harmac Pulp Operations Comments, December 2006.
13. Harmac Pulp Operations Review and Analysis of Ambient Air Program – 2005 dated June 27, 2006 for Permit PA-2708.
14. Harmac Pulp Operations Review and Analysis of Ambient Air Program – 2004 dated May 30, 2005 for Permit PA-2708.
15. Harmac Pulp Operations, 2006 Annual Landfill Report dated January 2007.
16. Canada Nuclear Safety Commission, Annual Compliance Reporting Form, Licensed Activity: fixed gauges (814) dated September 2006 (Radioisotope License No. 09-1270-1-05.0).
17. Canada Nuclear Safety Commission, Annual Compliance Reporting Form, Licensed Activity: fixed gauges (814) dated September 2006 (Radioisotope License No. 1270-1-10.0).
18. Harmac Pulp Operations Dam Owner Inspection Audit dated December 18, 2003.
19. Harmac Pulp Operations Dam Inspection Compliance Survey dated January 8, 2007.
20. Draft Phase 1 Environmental Site Assessment dated May, 2006 for PTL's Harmac Pulp Operations, Nanaimo, British Columbia, prepared for Schulte Roth & Zabel LLP by Conestoga-Rovers & Associates.
21. 2006 Annual Environmental Audit dated January 2007 for P&T's Harmac Pulp Operations, by EPI Consultants Limited.
22. Waste Management Permit PR02205 dated December 4, 1974, issued by Province of British Columbia Ministry of Environment, Lands and Parks, amended June 23, 1995.
23. Waste Management Permit PR02708 dated September 30, 1977, issued by Province of British Columbia Ministry of Environment, Lands and Parks, amended February 16, 1998.

24. Waste Management Permit PE01214 dated February 4, 1972, issued by Province of British Columbia Ministry of Environment, Lands and Parks, amended December 31, 1993.
25. Final Water Licence 109739 dated June 30, 1995.
26. Final Water Licence 109740 dated June 30, 1995.
27. Final Water Licence 109741 dated June 30, 1995.
28. Final Water Licence 109742 dated June 30, 1995.
29. Final Water Licence 109743 dated June 30, 1995.

**Halsey**

30. Draft Phase 1 Environmental Site Assessment dated May, 2006 for PTI's Halsey Pulp Mill, Halsey, Oregon, prepared for Schulte Roth & Zabel LLP by Conestoga-Rovers & Associates.
31. Minimum Site Characterization dated October 12, 1993, by Brown and Caldwell.
32. Addendum to Minimum Site Characterization dated June 9, 1994, by Brown and Caldwell.
33. Draft Halsey Title V Operating Permit dated June 13, 2006.
34. Draft Halsey Environmental Compliance Audit Report dated April 2006, by SLR International Corp.
35. Draft National Pollutant Discharge Elimination System Waste Discharge Permit dated July 2007.
36. Environmental Permit 101114 dated June 30, 1993, issued by the Department of Environmental Quality.
37. Oregon Title V Operating Permit 22-3501 Modification No. 5 dated September 13, 2005, issued by the Oregon Department of Environmental Quality.
38. Construction Air Contaminant Discharge Permit 22-0039 dated January 13, 2006 issued by the Department of Environmental Quality.
39. Certificate of Water Right under Permit No. 32986 dated April 14, 1975.
40. Certificate of Water Right under Permit No. 45573 dated July 28, 1989.

**Mackenzie, Harmac and Halsey**

41. PTI Corporate Environmental Compliance Report, Second Quarter, 2007, dated August 7, 2007.
42. PTI Corporate Environmental Compliance Report, Third Quarter, 2007, dated October 31, 2007.



(b): Mackenzie Landfill

The Company operates a landfill at the Mackenzie property, and has accrued \$1.3 million for closure related costs and obligations.




**Section 3.08**

**Intellectual Property**

The Sellers have granted to Ableco Finance LLC (as collateral agent under the Sellers' principal credit agreement) a security interest in substantially all of their assets, including without limitation, the Registered Transferred Intellectual Property. The Purchased Assets will be transferred to the Purchaser free and clear of such Liens pursuant to the Transaction Approval Orders.

**Registered Transferred Intellectual Property**

**C. Trademarks**

<u>Mark</u>	<u>Identifying Information</u>	<u>Jurisdiction</u>
1. HARMAC  HARMAC	App #: 0195268 Filing Date: 1947-05-01 Reg #: UCA026891 Registration Date: 1947-05-01 Owner: PTL	Canada
2. HARMAC PACIFIC & DESIGN  	App #: 0752475 Filing Date: 1994-04-18 Reg #: TMA470725 Registration Date: 1997-02-11 Owner: PTL	Canada
3. HARMAC PACIFIC & DESIGN  	App #: 0766055 Filing Date: 1994-10-13 Reg #: TMA453893 Registration Date: 1996-02-09 Owner: PTL	Canada
4. WAVE DESIGN  	App #: 0766054 Filing Date: 1994-10-13 Reg #: TMA453892 Registration Date: 1996-02-09 Owner: PTL	Canada

**Domain Names**

www.poptal.com  
www.popeandtalbot.com

## Trade Names

### Trade Name

Pope & Talbot, Inc.

Pope & Talbot Ltd.

Pope & Talbot Pulp Sales U.S., Inc.

Mackenzie Pulp Land Ltd.

P&T Power Company

### Jurisdiction

State of Delaware

Canada

State of Delaware

Province of British Columbia

State of Oregon

### **Section 3.09(a)**

#### **Real Property Interests**

1. The real property listed in Part 3 of Section 2.01(a)(i)(A) of this Disclosure Schedule is held by MPL as bare trustee for PTL.
2. Claim of builders lien no. BB594346 registered in favor of Cascade Mechanical Ltd., claim of builders lien no. BB594347 registered in favour of Viking Construction Ltd. against items 1, 2 and 3 of Part 3 of Section 2.01(a)(i)(A) and item 1 of Section 2.01(a)(i)(B) of this Disclosure Schedule; claim of builders lien CA631984 registered in favor of Eveready Industrial Western Ltd. against item 1 of Part 3 of Section 2.01(a)(i)(A); claim of builders lien CA631984 in favor of Simon Tozer against items 1 and 3 of Part 3 of Section 2.01(a)(i)(A); and claim of builders lien no. CA645957 in favor of Joe Boileau against items 1 and 3 of Part 3 of Section 2.01(a)(i)(A).
3. The Sellers have granted to Ableco Finance LLC (as collateral agent under the Sellers' principal credit agreement) a security interest in substantially all of their assets, including without limitation, the Owned Real Property and the Leased Real Property. The Purchased Assets will be transferred to the Purchaser free and clear of such Liens pursuant to the Transaction Approval Orders.
4. Certain portions of the Halsey properties are subject to the farm leases and operating agreements set forth in Section 3.12(a) Part 2 H of this Disclosure Schedule, items 1 thru 7. In addition, certain portions of the Halsey properties are subject to certain access rights pursuant to the agreement set forth in Section 3.12(a) of this Disclosure Schedule, Part 2H, item 21.
5. The facility lease dated December 27, 2001 between Wilmington Trust Company and the "Halsey CIO2 Limited Partnership," as assigned by Wilmington Trust Company to PTL, pursuant to which the Halsey CIO2 Plant and that portion of the Halsey Real Property on which the Halsey CIO2 Plant is located is leased by PTL to the "Halsey CIO2 Limited Partnership" (as further described in Section 3.12 of this Disclosure Schedule).
6. Construction lien in the amount of \$37,379.38, together with costs, in favor of claimant Thyssenkrupp Safway Inc., recorded on September 27, 2007, under Microfilm No. 2007-23136 in Linn County, Oregon.
7. Construction lien in the amount of \$9,981.82, together with costs, in favor of claimant R.L. Reimers, recorded on November 26, 2007, under Microfilm No. 2007-27440 in Linn County, Oregon.

## **Section 3.10(a)**

### **Employee Plans**

#### **Part 1 – Canada Pulp Employees**

##### ***Hourly Multi-employer Pension Plans***

1. Pulp and Paper Industry Pension Plan, updated January 1, 2005.

##### ***Salaried Pension Plans***

2. Pope & Talbot Ltd., Pension Plan for Permanent Salaried Employees (B.C. Reg. No. 85745-1).
3. Trust Agreement dated August 10, 2000 between PTL and Royal Trust Corporation of Canada.
4. PTL's Mackenzie Defined Contribution Pension Plan (Voluntary RRSP).
5. Pope & Talbot Ltd. Defined Contribution Plan, Mackenzie Mill Division (B.C. Reg. No. 86424-1).

##### ***Supplemental Pension Plans***

6. Unfunded Bridge Benefit Program for Unionized Employees (Nanaimo).
7. Unfunded Bridge Benefit Program for Unionized Employees (Mackenzie).
8. Bridge Benefits Under "Pulp Price Trigger Bonus" (Nanaimo).
9. Bridge Benefits Under "Pulp Price Trigger Bonus" (Mackenzie).

##### ***Medical Plans***

10. Pacific Blue Cross, Contract Index 09927, Policy Nos. E037754 and D037754, effective March 1, 2000 (Mackenzie Hourly Employees).
11. Pacific Blue Cross Group Benefit – Extended Health Care, Contract Index 09927, Policy No. E037756, effective June 15, 2001 (Mackenzie Hourly Retirees).
12. Pacific Blue Cross – PPWC Employer Trusteed Health and Welfare Plan, Extended Health Benefits, Group E029782 and Dental Group D907961, effective August 1, 2004 (Nanaimo Hourly Employees).
13. Pacific Blue Cross Policy Group Benefit Contract Index 09927, Extended Health Care and Dental Policy Nos. E037755 and D037755 (Mackenzie Salaried Employees), Extended Health Care and Dental Policy Nos. E029781 and D907361 (Nanaimo Salaried Employees), issued May 1, 1994 and reissued January 1, 2004.
14. Pacific Blue Cross Group Benefit – Extended Health Care, Contract Index 09927, Policy No. E029784 (Nanaimo Hourly Retirees).

15. Pacific Blue Cross Group Benefit Contract Index 09927 – Extended Health Care, Policy Nos. E029783, E037523 and E040867, effective May 1, 1994 (Mackenzie and Nanaimo Salaried Retirees).
16. Pope & Talbot Self-Insured Mackenzie Salaried and Hourly Medical Travel Plan.
17. Provincial Medical & Hospital Plan:
  - Nanaimo Salaried Employees – 6173835
  - Nanaimo Hourly Employees – 6173827
  - Mackenzie Salaried Employees – 6225569
  - Mackenzie Hourly Employees – 4080271
  - Nanaimo Hourly Retirees – 6173843
  - Mackenzie Hourly Retirees – 4080271
  - Nanaimo & Mackenzie Salaried Retirees – 6221014

***Life, AD&D, STD and LTD Plans***

18. Manulife Financial (now The Manufacturers Life Insurance Company) Certificate of Assumption, and Policy No. 961600, effective June 15, 2001 (Life, STD and LTD – Mackenzie Hourly and Salaried Employees; Optional Life – Mackenzie Salaried Employees only).
19. PPWC – Employer Trusteed Health & Welfare Plan, Policy No. G6789 and Policy No. 902907 (Basic Life, AD&D and LTD – Nanaimo Hourly Employees).
20. RBC Life Insurance Company – Group Life Insurance Policy Non-Participating – Policy No. 87699-002, effective January 1, 2001 (Optional Life – Nanaimo Salaried Employees).
21. RBC Life Insurance Company – Group Accidental Loss of Life, Limb or Sight Indemnity Policy, Non-Participating – Policy No. 332329-005, effective January 1, 2001 (Optional AD&D – Nanaimo Salaried Employees).
22. Industrial Alliance Pacific, Policy No. 100003990 (Basic AD&D – Mackenzie Hourly & Salaried Employees).
23. Industrial Alliance Pacific, Policy No. 100003991 (Optional AD&D – Mackenzie Hourly Employees).
24. Industrial Alliance Pacific, Policy No. 100003992 (Optional AD&D – Mackenzie Salaried Employees).
25. RBC Life Insurance Company, Group Long Term Disability Insurance Policy Non-Participating, Policy No. 332329 – 002, effective June 1, 1987 (LTD – Mackenzie Salaried Employees and Nanaimo Salaried Employees).

26. RBC Life Insurance Company, Group Life Insurance Policy Non-Participating, Policy No. 332329-004 effective January 1, 2001 (Life - Mackenzie Salaried Employees, Nanaimo Salaried Employees and Retirees).
27. RBC Life Insurance Company, Group Optional AD&D Policy, Contract No. GSR 16213 (Optional AD&D – Nanaimo Salaried Employees).
28. Employees Mutual Benefit Association benefits (STD – Nanaimo Hourly Employees).
29. Pope & Talbot Self-Insured Salaried Short-Term Disability Plan (STD – Nanaimo and Mackenzie Salaried Employees).

***Severance Agreements***

30. Severance agreement dated February 20, 2007 between Thomas Boughner and PTI.
31. Severance agreement dated February 20, 2007 between Michael Hovey and PTI.
32. Severance agreement dated February 20, 2007 between Brian Vance and PTI.

***Other Employee Plans***

33. Gerber Life Insurance Company, Business Travel Accident, Policy No. BTA 05216.
34. Pope & Talbot Vacation, Leave, Tuition Reimbursement, Fringe Benefit and Other Miscellaneous Employee Policies

**Part 2 – United States Pulp Employees**

***Multi-employer Pension Plans – Halsey Hourly Employees***

1. PACE Industry Union – Management Pension Fund (PIUMPF) (USW Benefits Fund).
2. PACE Industry 401(k) Plan.

***Salaried Pension Plans***

3. Pope & Talbot, Inc. Pension Plan.
4. PTI’s Tax Deferred Savings Plan.

***Medical, Dental and Vision Plans***

5. Kaiser Permanente Large Group Traditional Plan – Hourly, Salaried and Retired Employees, Group. Policy Nos. 1719-001, 003 and 006 (Medical and Dental – Salaried and Hourly Employees; Medical – Retirees).
6. Pope & Talbot Self-Insured Medical Plan for Halsey Retired Hourly Employees of PTI, restated January 1, 2007 (Hourly Retirees – Medical Only).
7. Pope & Talbot Self-Insured Medical and Vision Plan for Halsey Hourly Employees of PTI, restated January 1, 2007 (Medical and Vision (No Dental) – Hourly Employees).

8. Pope & Talbot Self-Insured Medical and Dental Plan for Salaried Employees and Salaried Retirees of PTI, restated January 1, 2007 (Medical and Dental (No Vision) – Salaried Employees; Medical (No Dental or Vision) – Salaried Retirees).
9. Dental Care Program, Timber Operators Council Health & Welfare Trust Plan 2000, Policy No. 5580, effective January 1, 2003 (Dental – Hourly Employees).

***Life, AD&D, STD and LTD Plans***

10. Unum Life Insurance Company of America, No. 332329-003 effective January 1, 2001 (Basic Life and AD&D – Salaried and Hourly Employees and Salaried Retirees; Dependent Life – Hourly Employees only).
11. Unum Life Insurance Company of America, Policy No. 87699-001 (Optional Life – Salaried Employees).
12. Timber Operators Council Policy No. OR 054340 (Optional AD&D – Salaried and Hourly Employees).
13. Pope & Talbot Self-Insured Short-Term Disability Plan (STD – Salaried and Hourly Employees).
14. Unum Life Insurance Company of America, Group Policy, Non-Participating, No. 332329-001 (LTD – Salaried Employees).
15. Dental Care Program, Timber Operators Council Health & Welfare Trust Plan 2000, Policy No. 5570, effective January 1, 2003 (Optional AD&D – Hourly Employees).

***Severance Agreements***

16. Severance agreement dated February 20, 2007 between Wayne L. Henneck and PTI.
17. Severance agreement dated February 20, 2007 between Jeanne M. McKibben and PTI.
18. Severance agreement dated February 20, 2007 between James J. Walton III and PTI.

***Other Employee Plans***

19. Pope & Talbot, Inc. Flexible Benefits Plan (Cafeteria, Flexible Spending Accounts, Transit)
20. Gerber Life Insurance Company, Business Travel Accident, Policy No. BTA 05216.
21. Pope & Talbot Vacation, Leave, Tuition Reimbursement, Fringe Benefit and Other Miscellaneous Employee Policies

***Additional Plans for Salaried Portland Employees***

22. Executive Incentive Plan
23. Retention Plan



24. PTI Stock Incentive Plan
25. Directors Deferred Comp Plan.
26. Stock Ownership Guidelines Plan
27. Supplemental Executive Retirement Plan
28. US Salaried Severance Plan.

### **Section 3.11**

#### **Taxes**

1. Linn County (Oregon) property taxes for the Halsey pulp mill for the fiscal year July 1, 2007 to June 30, 2008 of \$536,364.36 of which a minimum payment of \$178,788.12 was paid on November 14, 2007, the next payment of \$178,788.12 is due by February 15, 2008 and the final payment of \$178,788.12 is due by May 15, 2008.
2. MPL has not filed any Tax Returns on the basis that it holds its property and assets and incurs liabilities and expenses all as agent for and nominee of PTL. PTL has reported for tax purposes its share of the property, assets, liabilities, income and expenses of MPL.
3. Ongoing Canadian income tax audit of 2003 and 2004 taxable years of PTL.

## Section 3.12(a)

### **Material Contracts**

#### **Part 1 - Pulp Division Contracts**

##### **A. Fibre Supply Contracts**

###### ***Mackenzie***

1. Chip supply agreement made as of the 19<sup>th</sup> day of January, 1996 between Fletcher Challenge Canada Limited and Timbernorth Forest Limited and Timberwest Forest Limited, as amended by chip supply agreement amendment made as of the 23<sup>rd</sup> day of June, 1997 between 3264939 Canada Limited, Timberwest Forest Limited, Timbernorth Forest Limited and Slocan Forest Products Ltd as assigned by assignment and assumption agreement effective as of the 31<sup>st</sup> day of December, 2000 among Norkse Skog Canada Pulp Operations Limited, Norske Skog Canada Mackenzie Pulp Limited and Slocan Forest Products Ltd., as amended and assigned by assignment and assumption agreement effective as of the 31<sup>st</sup> day of December, 2001 among Pope & Talbot Mackenzie Pulp Operations Ltd., PTL and Slocan Group, and as amended by letter agreement agreed to on April 25, 2005 between Canadian Forest Products Ltd. and PTL, as assigned by Canadian Forest Products Ltd. to Canfor Pulp Limited Partnership, as amended by chip pricing amendment dated as of July 21st, 2005.
2. Residual fibre supply agreement made as of January 19, 1996 between Fletcher Challenge Canada Limited and Timbernorth Forest Limited and Timberwest Forest Limited, as amended by residual fibre supply agreement amendment made June 23, 1997 between 3264939 Canada Limited, Timberwest Forest Limited, Timbernorth Forest Limited and Slocan Forest Products Ltd., assigned by assignment and assumption agreement effective as of December 31, 2000 among Norske Skog Canada Pulp Operations Limited and Norske Skog Canada Mackenzie Pulp Limited and Slocan Forest Products Ltd., and as amended and assigned by assignment and assumption agreement effective as of December 31, 2001 among Pope & Talbot Mackenzie Pulp Operations Ltd., PTL and Slocan Group.
3. Sawdust supply agreement made as of January 2, 2006 between PTL-Mackenzie Pulp Operations and Abitibi-Consolidated Company of Canada-Mackenzie Region.
4. Confirmation of fibre transaction dated August 1, 2006 between Abitibi Consolidated and PTL, Mackenzie Pulp Operations.
5. Confirmation of fibre transaction dated February 17, 2006 between Winton Global Bear Lake and PTL, Mackenzie Pulp Operations.
6. Confirmation of fibre transaction dated January 22, 2007 between Northern Lumber Solutions and PTL, Mackenzie Pulp Operations.
7. Confirmation of fibre transaction dated November 31 between Carrier Lumber and PTL, Mackenzie Pulp Operations.
8. Confirmation of fibre transaction (undated) between Grafton Agra-Forestry Ltd and PTL, Mackenzie Pulp Operations.

9. Confirmation of fibre transaction (undated) between PG Sort Yard and PTL, Mackenzie Pulp Operations.
10. Confirmation of fibre transaction (undated) between Bid Rite Contracting and PTL, Mackenzie Pulp Operations.
11. Confirmation of fibre transaction dated January 22, 2007 between Master Designs Inc. and PTL, Mackenzie Pulp Operations.
12. Confirmation of fibre transaction (undated) between Tim Brown and PTL, Mackenzie Pulp Operations.
13. Confirmation of fibre transaction dated February, 2007 between HM&PM Anderson and PTL, Mackenzie Pulp Operations.
14. Confirmation of fibre transaction dated February, 2007 between K&G Logging and PTL, Mackenzie Pulp Operations.
15. Confirmation of fibre transaction dated February, 2007 between Surewood Forestry and PTL, Mackenzie Pulp Operations.
16. Confirmation of fibre transaction dated February, 2007 between Northern Lumber Solutions and PTL, Mackenzie Pulp Operations.
17. Confirmation of fibre transaction dated December 20, 2006 between Logland/Pete Kylo and PTL, Mackenzie Pulp Operations.
18. Confirmation of fibre transaction dated November 20, 2006 between Quietwood Logging and PTL, Mackenzie Pulp Operations.
19. Confirmation of fibre transaction dated January 10, 2007 between NLS Ltd./Rahn Forest Prod. and PTL, Mackenzie Pulp Operations.
20. Confirmation of fibre transaction dated December 1, 2006 between Archibault/689607 BC LTD and PTL, Mackenzie Pulp Operations.
21. Confirmation of fibre transaction dated December 1, 2006 between Bruce Lake Forestry and PTL, Mackenzie Pulp Operations.
22. Confirmation of fibre transaction dated November 30, 2006 between K&G Logging and PTL, Mackenzie Pulp Operations.
23. Confirmation of fibre transaction dated November 30, 2006 between Eko Logging and PTL, Mackenzie Pulp Operations.
24. Confirmation of fibre transaction dated December 1, 2006 between Lakeland Sawmills and PTL, Mackenzie Pulp Operations.
25. Confirmation of fibre transaction dated November 15, 2006 between Jerry Myatovic and PTL, Mackenzie Pulp Operations.

26. Confirmation of fibre transaction dated November 3, 2006 between Lindy Schrem and PTL, Mackenzie Pulp Operations.
27. Confirmation of fibre transaction dated November 2, 2006 between Mike Hoffart and PTL, Mackenzie Pulp Operations.
28. Confirmation of fibre transaction dated November 2, 2006 between Slade L'Hirondelle and PTL, Mackenzie Pulp Operations.
29. Confirmation of fibre transaction dated January 1, 2007 between Tolko Nicola and PTL, Mackenzie Pulp Operations.
30. Confirmation of fibre transaction dated January 1, 2007 between Tolko Quesnel – Quest Sawmill and PTL, Mackenzie Pulp Operations.

***Harmac***

31. Chip and pulp log supply agreement made May 26, 1994 between MacMillan Bloedel Limited and Harmac Pacific Inc., as amended by agreements dated March 5, 1996, April 8, 1996, August 23, 1996, January 14, 1997, January 26, 1999, June 2, 2000, amendment to chip and pulp log supply agreement dated with effect as of July 1, 2001 between Weyerhaeuser Company Limited and PTL, letter dated July 13, 2001 between Weyerhaeuser Company Limited and PTL, and letter dated November 2, 2006 between Western Forest Products Inc. and PTL, with draft renewal term letter agreement dated December 12, 2007 (unexecuted).\*
32. Hog fuel supply agreement made May 26, 1994 between MacMillan Bloedel Limited and Harmac Pacific Inc, assumed by Western Forest Products.\*
33. Fibre supply agreement made as of November 1, 2006 between PTL, Harmac Pulp Operations and Cheslatta Forest Products Ltd., as amended by confirmation of fibre transaction dated February 15, 2007.
34. Chipping contract dated November 1, 2002 between PTL and DCT Chambers Trucking Ltd.
35. Letter agreement dated May 29, 2003 between PTL, Harmac Pulp Operations and Beaver Forest Products, as amended by letters dated July 10, 2003, October 7, 2003, January 19, 2004, July 29, 2004, October 14, 2004, January 29, 2006, March 16, 2006, July 26, 2006, September 18, 2006, October 30, 2006, January 1, 2007 and March 1, 2007.
36. Letter agreement dated June 10, 2005 between Kitwanga Lumber Company and PTL, as amended by letter agreement dated November 21, 2006, confirmation of fibre transaction dated November 10, 2006, addendum dated December 12, 2006, and letter agreement dated January 1, 2007.
37. Letters of chip selling agreement (2) dated September 25, 2006 between Sun Wave Forest Products Ltd. and PTL - Harmac Division, as amended by amendment letter dated November 10, 2006, with application for private crossing dated February 1, 2007.

38. Confirmations of fibre transactions between Coulson Manufacturing Ltd. and PTL dated July 1, 2006 (as amended by letter dated July 26, 2006), August 28, 2006 (as amended by letter dated September 18, 2006) September 26, 2006 (as amended by letters dated October 30, 2006, January 1, 2007 and January 29, 2007) and April 1, 2007 (as amended by letter dated April 13, 2007).
39. Fibre supply agreement made as of November 1, 2006 between PTL and West Chilcotin Forest Products Ltd.
40. Fibre supply agreement made as of September 12, 2006 between PTL and Sigurdson Bros. Logging Company Ltd.
41. Fibre supply agreement dated November 1, 2006 between PTL and Cheslatta Forest Products.

***Halsey***

42. Wood Residuals Sales Agreement dated as of November 5, 2007 between PTI and Simpson Timber Company.
43. Confirmation of price adjustment for softwood sawdust transactions dated August 2, 2007 between PTI and Boise Cascade, LLC.
44. Confirmation of price adjustment for softwood sawdust transactions dated November 7, 2007 between PTI and Fibre Marketing, Inc.
45. Letter agreement dated October 16, 2007 amending Residual Products Sales Agreement between PTI and Interfor Pacific Inc.
46. Confirmation of price adjustment for Douglas fir chip transactions dated August 2, 2007 between PTI and Frank Lumber Company.
47. Confirmation of price adjustment for softwood chip transactions dated August 2, 2007 between PTI and Freres Lumber Company.
48. Confirmation of price adjustment for softwood sawdust transactions dated August 2, 2007 between PTI and Freres Lumber Company.
49. Confirmation of price adjustment for softwood sawdust transactions dated October 9, 2007 between PTI and Hampton Affiliates.
50. Confirmation of price adjustment for Douglas fir chip transactions dated October 16, 2007 between PTI and Willamina Lumber Company.
51. Confirmation of price adjustment for softwood sawdust transactions dated September 6, 2006 between PTI and Hull-Oakes Lumber Co.
52. Confirmation of sales order no. 07-00038 for softwood shavings transactions dated December 10, 2007 between PTI and Sierrapine Ltd.
53. Confirmation of price adjustment for softwood sawdust transactions dated October 24, 2007 between PTI and Rosboro Lumber Company.

54. Confirmation of price adjustment for softwood shavings transactions dated October 25, 2007 between PTI and Seneca Sawmill Company.
55. Confirmation of price adjustment for Douglas fir chip transactions dated October 25, 2007 between PTI and Seneca Sawmill Company.
56. Confirmation of price adjustment for Douglas fir chip transactions dated November 20, 2007 between PTI and Sierra Pacific Industries.
57. Confirmation of price adjustment for softwood sawdust transactions dated November 20, 2007 between PTI and Sierra Pacific Industries.
58. Confirmation of sales order no. 07-00018 for softwood shavings transactions dated July 24, 2007 between PTI and Sierrapine Ltd.
59. Confirmation of price adjustment for softwood sawdust transactions dated December 10, 2007 between PTI and Sundance Lumber Company.
60. Confirmation of price adjustment for softwood sawdust transactions dated September 20, 2007 between PTI and Swanson Bros. Lumber Company.
61. Confirmation of price adjustment for softwood sawdust transactions dated August 29, 2007 between PTI and Swanson Superior Forest Products.
62. Confirmation of price adjustment for Douglas fir chip transactions dated August 29, 2007 between PTI and Swanson Superior Forest Products.
63. Confirmation of price adjustment for Douglas fir chip transactions dated October 16, 2007 between PTI and Wood Recovery.
64. Confirmation of price adjustment for Douglas fir chip transactions dated August 30, 2007 between PTI and Yamhill Forest Products.
65. Confirmation of price adjustment for Douglas fir chip transactions dated December 3, 2007 between PTI and Zip-O-Log Mills, Inc.

**B. Chemical Supply Contracts**

*Mackenzie*

1. Sulphuric Acid Supply Agreement dated January 1, 2007 between Marsulex Inc. and PTL.
2. Defoamer supply agreement dated January 1, 2007 between PTL and Kemira Chemicals Canada Inc.
3. VPSA oxygen supply agreement made February 22, 2001 between Praxair Canada Inc. and Norske Skog Canada Mackenzie Pulp Limited.\*
4. Gas supply and service agreement no. 07-1938 dated May 7, 2001 between Praxair Canada Inc. and Norske Skog Canada Mackenzie Pulp Limited.\*

5. Gas supply and service agreement no. 07-1086 dated July 13, 1993 between Praxair Canada Inc. and Fletcher Challenge Canada Limited Mackenzie Pulp Division, with letter dated June 28, 2001 to Norske Skog Mackenzie Pulp Division.

#### ***Mackenzie and Harmac***

6. Caustic soda sales contract effective August 1, 2001 between Nexen Chemicals Canada Limited Partnership and PTL - Harmac Pulp Operations and Pope & Talbot Mackenzie Pulp Operations Ltd.\*
7. Sodium chlorate sales contract effective August 1, 2001 between Nexen Chemicals Canada Limited Partnership and PTL - Harmac Pulp Operations and Pope & Talbot Mackenzie Pulp Operations Ltd.\*
8. Letter agreement dated June 18, 2003 between PTL and Brenntag Canada Inc., as amended October 8, 2004 and March 14, 2007.

#### ***Mackenzie, Harmac and Halsey***

9. Letter dated March 20, 2007 from Rio Tinto Minerals to PTL.

#### ***Harmac***

10. Fertilizer supply agreement effective April 1, 2003 between PTL and Agrium, as amended by price quotation dated May 15, 2006.\*
11. Price quotations dated April 15, 2005 and March 8, 2007 between PTL and Teck Cominco Metals Ltd.
12. Contractual agreement between PTL and National Silicates executed November 28, 2000 and November 16, 2000, respectively, with letter dated September 19, 2006 and related correspondence.
13. Letter dated December 21, 2006 from Chemical Lime Company of Canada Inc. to PTL.
14. Pricing Agreement effective November 1, 2005 between Kemira Chemicals, Inc. and PTL.
15. Gas supply and service agreement no. 07-2099 dated January 1, 2004 between Praxair Canada Inc. and PTL – Harmac Pulp Operations.\*
16. Price quotation no. 01-51691 dated February 26, 2001 between PTL and Cominco American.
17. Purchase Agreement dated November 1, 1996 between FMC of Canada Limited and PTL-Harmac Division.

#### ***Halsey***

18. Supply agreement entered into as of January 1, 2004 between General Chemical Corporation and PTI, as amended by first amendment to supply agreement dated November 16, 2006 between General Chemical Performance Products LLC and PTL.\*



19. Supply agreement entered into as of November 21, 2006 between Solvay Chemicals, Inc. and PTL.

**C. Pulp Sales Contracts**

1. Wood pulp contract no. 2005 made as of December 1, 2004 between PTL and Moritz J. Weig GmbH & Co. KG, as amended by amendment number 1 dated January 6, 2006.
2. Wood pulp contract between PTL and Cartiere Burgo executed March 6, 2002 and February 2, 2002 respectively, amended by addendum dated December 12, 2002 and addendum 2 dated February 14, 2006.
3. Wood pulp contract made as of January 1, 2005 between PTL and Miquel y Costas y Miquel S.A.
4. Woodpulp contract concluded on April 11, 2007 between Myllykoski Continental GmbH and PTL.\*

**D. Utility Agreements**

***Mackenzie***

1. Tariff supplement no. G-16 bypass transportation agreement for rate schedule 22A effective November 1, 2004 between Terasen Gas Inc. and PTL.
2. Electricity supply agreement made as of June 15, 2001 between British Columbia Hydro and Power Authority and Pope & Talbot Mackenzie Pulp Operation Limited.
3. Source Agreement dated November 1, 1992 between B.C. Gas Inc. and Fletcher Challenge Canada Ltd.
4. British Columbia Transmission Corporation Northern Control Centre Local Operating Order 3T-FCC-01 for PTL's substation issued November 3, 2005 with an effective date of July 13, 2006 between British Columbia Transmission Corporation and PTL.
5. Gas management services agreement dated as of November 1, 2004 between Avista Energy Canada, Ltd. and PTL, as assigned and amended by assignment and amending agreement between PTL and Avista Energy Canada, Ltd. signed by PTL October 11, 2005, and as amended by assignment and novation agreement dated May 14, 2007 between Avista Energy Canada, Ltd, Coral Energy Canada Inc., and PTL.

***Harmac***

6. Electricity supply agreement made as of October 19, 2001 between British Columbia Hydro and Power Authority and PTL – Harmac Pulp Operations.
7. Vancouver Island Gas restated joint venture agreement effective November 1, 1994 between Fletcher Challenge Canada Limited, Harmac Pacific Inc., Howe Sound Pulp and Paper Limited, MacMillan Bloedel Limited and Western Pulp Limited Partnership.

8. Gas marketing services agreement effective July 1, 2004 between Howe Sound Pulp and Paper Limited Partnership, PTL, and Western Pulp Limited Partnership and IGI Resources Inc.
9. Transition and release agreement made as of December 14, 1995 between Pacific Coast Energy Corporation, MacMillan Bloedel Limited, Howe Sound Pulp and Paper Limited, Fletcher Challenge Canada Limited, Western Pulp Limited Partnership and Harmac Pacific Inc. and Her Majesty the Queen in Right of the Province of British Columbia, with transportation service agreement made December 14, 1995 between Pacific Coast Energy Corporation, MacMillan Bloedel Limited, Howe Sound Pulp and Paper Limited, Fletcher Challenge Canada Limited, Western Pulp Limited Partnership and PTL with letter agreement dated October 27, 2004 between Terasen Gas (Vancouver Island) Inc., PTL, Western Pulp Limited, Howe Sound Pulp and Paper Limited Partnership and Norske Skog Canada Limited and letter dated December 20, 2004.

**E. Equipment Leases**

*Mackenzie*

1. CAT Financial lease agreement dated January 29, 2007 between PTL and Caterpillar Financial Services Limited.
2. CAT Financial lease agreement dated between PTL and Caterpillar Financial Services Limited as amended by lease extension agreement dated September 12, 2006.
3. Option notification selection form received February 06, 2007 from CitiCapital Limited to PTL.

*Harmac*

4. Purchase order no. 07-S1232 dated January 2, 2007 between PTL and Port of Nanaimo Authority.
5. Lease agreement dated January 14, 2002 between PTL and DaimlerChrysler Financial Services Canada Inc.
6. Leasing agreement made May 28, 2004 between Berk's Intertruck Ltd. and PTL.

**F. Transportation Agreements**

*Harmac*

1. Agreement made as of January 13, 1998 between Harmac Pacific Inc. and Rivtow Marine Ltd.

*Mackenzie*

2. Master Agreement No. 024791-AN between Canadian National Railway Company and PTI (including CN Confidential Transportation Agreement Nos. 024791-AN-0001-AG, 024791-AN-0007-AB, 024791-AN-0009-AA, 024791-AN-0010-AA, 024791-AN-0011-AA and 024791-AN-0012-AA).

3. Limited Freight Tariff CN 662568-AA between Canadian National Railway Company and each of PTI and PTL issued July 11, 2007.

**G. Employees**

1. The agreements listed in Sections 3.10 and 6.01 of this Disclosure Schedule.

**H. Property and Other Agreements**

*Mackenzie*

1. Fibre services agreement made as of January 19, 1996 between Fletcher Challenge Canada Limited and Timbernorth Forest Limited and Timberwest Forest Limited, as amended by fibre services agreement amendment made June 23, 1997 between 3264939 Canada Limited, Timberwest Forest Limited, Timbernorth Forest Limited and Slocan Forest Products Ltd.
2. Chip Extraction Agreement between PTL and West Pine Holdings Ltd. dated May 23, 2006.
3. Bare trust and agency agreement made as of December 31, 2001 between PTL and MPL.
4. Statutory right of way dated March 13, 2000 in favour of Fletcher Challenge Canada Limited (now MPL) over PID 024-184-497.
5. Possibility of reverter dated November 11, 1970 in favour of MPL and Canadian Forest Products Ltd., each as to an undivided half interest, over PID 010-908-005.
6. Statutory right of way no. 703398 dated July 3, 1996 in favour of Fletcher Challenge Canada Limited (now MPL) over PID 023-366-583.
7. License over PID: 024-184-411, Lot A, District Lot 12478, Caribou District, Plan PGP42628, appurtenant to Easement PM45176, in respect of the use of the moorage site, docks and related facilities thereon.

*Harmac*

8. Lease of aquatic lands no. 103441 dated for reference August 1, 1990 between Her Majesty the Queen in right of the Province of British Columbia and MacMillan Bloedel Limited, as assigned by MacMillan Bloedel Limited to Harmac Pacific Inc. pursuant to an agreement dated for reference May 26, 1994 between MacMillan Bloedel Limited, Harmac Pacific Inc. and the Majesty the Queen in right of the Province of British Columbia.
9. Sub-lease aquatic lands (of lease of aquatic lands no. 103441) effective August 1, 2005 between PTL and Nexen Chemicals Canada Ltd.
10. Lease agreement dated for reference November 1, 2004 between Nanaimo Port Authority and PTL.
11. Non-disturbance agreement dated for reference and made as of November 1, 2004 between Her Majesty the Queen in right of the Province of British Columbia and Nanaimo Port Authority and PTL.

12. Lease agreement dated for reference December 15, 2006 between TC Property Inc. and PTL.
13. Option to purchase dated May 26, 1994 from The Nature Trust of British Columbia to MacMillan Bloedel Limited for PIDs 004-674-006, 004-678-478, and 004-678-486, as assigned by MacMillan Bloedel Limited to Harmac Pacific Inc. (now PTL) on May 26, 1994 (charge #EH70652 (assignment of R69305)).
14. Statutory right of way no. 105854 dated March 12, 1998 in favour of Harmac Pacific Inc. (now PTL) over PID 024-089-320 (charge # EM24688).
15. Statutory right of way dated May 1, 1999 in favour of Harmac Pacific Inc. (now PTL) over PID 002-308-151 (charge #EN 39180).
16. Statutory right of way in favour of Harmac Pacific Inc. (now PTL) over PID 002-308-151, registered May 24, 1994, charge # EH 70653 (assignment of EH54371).
17. Statutory right of way dated May 1, 2005 in favour of Harmac Pacific Inc. (now PTL) over PID 002-308-151.
18. Statutory right of way dated May 24, 1994 in favour of Harmac Pacific Inc. (now PTL) over PIDs 008-996-369 and 008-996-318 (charge #EH70648).
19. Statutory right of way dated May 24, 1994 in favour of Harmac Pacific Inc. (now PTL) over PIDs 023-922-893, 023-922-907 and 023-922-915 (charge #EH70647).
20. Option to re-purchase dated August 31, 2002 from British Columbia Hydro and Power Authority to PTL for PID 025-586-840 (charge #EV16970).
21. Any licenses in favour of PTL appurtenant to any agreements registered on title to the real property listed in Section 2.01(a)(i).

### ***Halsey***

#### **Halsey Mill Facility Leases and Agreements**

22. Bill of Sale (Halsey Mill Facility) dated June 28, 2006 by and between PTL and Wilmington Trust Company.
23. Quitclaim Deed (Halsey Mill Facility) made as of June 28, 2006 between Wilmington Trust Company and PTL.
24. Termination of Memorandum of Facility Lease made as of June 28, 2006 between Wilmington Trust Company and PTI.

#### **Halsey Mill Site Real Property**

25. The site lease for the Halsey Real Property, originally dated September 30, 1999, between Wilmington Trust Company and PTI, amended by Amendment No. 1 to Site Lease dated December 27, 2001 and on June 28, 2006 (including Site Leases between PTI and PTL).

26. First Amendment to Memorandum of Site Lease made as of June 28, 2006 among Wilmington Trust Company, PTL and PTI (Filed in Linn County, Oregon).

#### **Halsey CIO2 Facility Leases and Agreements**

27. The facility lease dated December 27, 2001 between Wilmington Trust Company and the “Halsey CIO2 Limited Partnership”, as amended by the First Amendment to Facility Lease made as of October 31, 2005, the Second Amendment to Facility Lease (CIO2 Lease) made as of December 28, 2005 and by the Third Amendment to Facility Lease (CIO2 Lease) dated June 28, 2006. This has been assigned by Wilmington Trust Company to PTL, pursuant to which the Halsey CIO2 Plant and that portion of the Halsey Real Property on which the Halsey CIO2 Plant is located is leased by PTL to the “Halsey CIO2 Limited Partnership.”
28. Assignment and Assumption Agreement dated as of June 28, 2006 by and between PTI and PTL (Also relates to Halsey Mill Facility).
29. Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)
30. Quit Claim Deed (CIO2 Facility) made as of June 28, 2006 between Wilmington Trust Company and PTL.
31. Bill of Sale (CIO2 Facility) made as of June 28, 2006 between Wilmington Trust Company and PTL.
32. First Amendment to Memorandum of CIO2 Facility Lease made as of June 28, 2006 among Wilmington Trust Company, PTL and Halsey CIO2 Limited Partnership. (Filed in Linn County, Oregon).

#### **Halsey CIO2 Site Lease**

33. CIO2 Site Lease made as of December 27, 2001 originally between PTI and Wilmington Trust Company.
34. 32. Grant of Easements and Agreements made as of December 27, 2001 between PTI and Wilmington Trust Company.
35. Sublease of Halsey CIO2 Site originally between Wilmington Trust Company and the Halsey CIO2 Limited Partnership.
36. First Amendment to Memorandum of CIO2 Site Lease made as of June 28, 2006 between Wilmington Trust Company, PTL and PTI.

#### **Related Agreements**

37. First Amended and Restated Agreement of Limited Partnership made as of December 27, 2001 between PTI and Goldenrod Asset Management, Inc.
38. Operations and maintenance agreement made as of December 4, 2001 between Halsey ClO2 Limited Partnership and Halsey Operations Co., as assigned by Halsey Operations Co. to PTL pursuant to an assignment of operations agreement dated June, 2006 between Halsey Operations Co. and PTL.
39. Assignment of Operations Agreement dated June 28, 2006 between Halsey Operations Co. and PTL
40. ClO2 Facility Output and Services Agreement dated as of December 4, 2001 between PTI and Halsey ClO2 Limited Partnership. \*
41. Inducement Agreement made as of December 26, 2001 between PTI and Goldenrod Asset Management, as amended by letter agreement dated June 28, 2006. \*
42. Items 1, 2 and 3 of Section 2.01(a)(i)(B) of this Disclosure Schedule are hereby incorporated by reference.

***All Mills***

43. License agreement between PTL and SPL WorldGroup, Inc., effective April 15, 2005 amended December 23, 2005 and further amended August 3, 2006.\*

## **Part 2 - PTI Contracts**

### **A. Fibre Supply Contracts**

1. Wood exchange agreement dated January 1, 2007 between Georgia-Pacific West, Inc. and PTI.
2. Letter agreement dated January 31, 2007 between Swanson Superior Forest Products and PTI.
3. Letter agreement dated October 31, 2006 between Sierra Pacific Industries and PTI.
4. Chip purchase agreement made and entered into effective October 1, 1996 between PTI and Frank Lumber Company, Inc. as amended by letter agreement dated April 23, 2007.
5. Sawdust purchase agreement executed August 27, 1980 and September 1 respectively between PTI and Frank Lumber Co., Inc., as amended by letter agreement dated October 30, 2006.
6. Sawdust purchase agreement effective January 1, 2004 between Hampton Lumber Mills, Inc., and PTI as amended by two letter agreements dated April 13, 2007.
7. Chip purchase agreement made and effective March 1, 2003 between PTI and Willamina Lumber Company as amended by letter agreement dated April 13, 2007 and notice of termination dated March 14, 2007. Parties are currently negotiating new agreement.

### **B. Chemical Supply Contracts**

1. Supply agreement dated October 1, 2005 between Univar USA Inc. and PTI.\*
2. Purchase order no. 110858 dated November 29, 2006 between PTI and Univar USA Inc.\*
3. Supply agreement dated February 1, 2004 between Basic Chemical Solutions L.L.C. and PTI, as amended by amendment to supply agreement executed April 9, 2007 and April 18, 2007, respectively.
4. Product agreement entered March 9, 1998 and March 10, 1998, respectively, between BOC Gases, a division of The BOC Group Inc., and PTI, as amended by addendum executed March 9, 1998 and March 10, 1998, respectively, and addendum II executed December 2, 2002 and November 28, 2002, respectively.
5. Product agreement entered July 30, 1996 and August 08, 1996, respectively, between BOC Gases, a division of The BOC Group Inc., and PTI, as amended by addendum executed November 23, 1999 and November 24, 1999, respectively, and addendum executed November 21, 2005 and December 05, 2005, respectively.
6. Sodium chlorate sales contract effective October 1, 2001 between Nexen Chemicals U.S.A. and PTI, as assigned by Nexen Chemicals U.S.A. to Canexus U.S. Holdings Ltd. with Pope & Talbot Inc. approval dated August 4, 2005.\*
7. Lime supply agreement dated October 14, 2005 between Graymont Western US Inc. and PTI.\*

8. Supply agreement entered into as of May 1, 2003 between Northstar Chemical Inc. and PTI, as amended by first amendment dated April 10, 2006 and by second amendment dated May 3, 2007.\*
9. Supply agreement entered into as of September 1, 2003 between Chemical Products Technologies Corporation and PTI, as amended by amendment dated August 24, 2006.\*
10. Supply agreement entered into as of June 1, 2006 between Sound Refining, Inc. and PTI.
11. Supply agreement entered into as of October 1, 2002 by and between Ondeo Nalco Company and PTI.

**C. Pulp Sales Contracts**

1. Wood pulp contract made as of October 2, 2006 between PTI and Zhejiang Welbon Pulp & Paper Group Corp.
2. Wood pulp contract made as of November 1, 2006 between PTI and Xiamen C&D Inc.
3. Wood pulp contract made as of December 7, 2006 among PTI, Tricell Forest Products Ltd. and Vinda Household Paper (China) Limited.
4. Wood pulp contract made as of December 9, 2004 between PTL and MD Lang Papier GmbH and Madison Paper Company, as amended by addendum 1 dated May 23, 2005 between PTI and MD Lang Papier GmbH.
5. Supply agreement made January 1, 2005 between James Hardie Building Products, Inc. and PTI, as amended by addendum 1 dated February 8, 2006.\*
6. Pulp supply agreement made as of January 1, 2005 between Kimberly-Clark Global Sales, Inc. and PTI.\*
7. Sales agency agreement effective October 1, 1999 between PTI and Evergreen Intertrade Co., Ltd.\*
8. Sales agency agreement effective October 1, 2001 between PTI and Dong Hwa Sanup Co., Ltd.\*
9. Sales agency agreement effective January 1, 2002 between PTI and Cellmark AB.\*
10. Sales agency agreement effective June 15, 2001 between PTI and Ekman Co., Inc.
11. Sales agency agreement effective December \_\_\_\_, 2007 between Pope & Talbot Pulp Sales U.S.A. and Unifibra S.A. appointing Unifibra as exclusive representative for the sale of Pope & Talbot's pulps in Europe, excluding Italy.

**D. Utility Agreements**

1. Power purchase and sale enabling agreement effective March 25, 2002 between BP Energy Company and PTI, with a related guaranty made May 30, 2002 by BP Corporation North America Inc. in favour of PTI.



2. Energy Purchase and Sale Agreement between Coral Power, L.L.C. and PTI effective as of April 10, 2002, as amended by a First Amendment dated as of March 16, 2004 and a Confirmation Agreement dated as of December 19, 2007, and as guaranteed by PTI pursuant to a Guaranty Agreement dated as of May 20, 2002. \*
3. Contract for electrical services made March 4, 2002 between PTI and Emerald People's Utility District, as amended by letter agreement dated December 2, 2002.
4. Memorandum of understanding dated February 3, 1999 between PTI and Emerald People's Utility District.
5. Natural Gas Procurement Agreement between Georgia-Pacific West, Inc. and PTI dated June 25, 2001.

**E. Equipment Leases**

1. Lease agreement dated May 29, 2003 between Hyster Sales Company and PTI.
2. Lease agreement PO012105 dated January 21, 2005, as amended by Rider Number 001 dated December 2, 2005, between Winthrop Resources Corporation and PTI.
3. Lease agreement executed March 11, 1991 between United States Fleet Leasing, Inc. and PTI with fleet management agreement executed June 1, 1981 between United States Leasing, Inc. and PTI.
4. Lease agreement entered into as of August 1, 2005 between ARI Fleet LT and Automotive Rentals, Inc. and PTI.
5. Commercial lease agreement dated October 29, 2004 between Toyota Financial Services and PTI.
6. Motor vehicle lease agreement dated December 10, 2004 between Northwest Jeep Eagle and PTI.
7. Agreement dated January 29, 2003 between Neopost Leasing and PTI.

**F. Transportation Agreements**

1. Contract of affreightment dated November 2, 2005 between PTI and Gearbulk Pool Ltd.
2. Contract of affreightment dated November 1, 2006 between PTI and Medbulk Maritime.
3. Transportation service agreement dated April 1, 2004 between PTI and Trade Lane Solutions.\*
4. Contract of affreightment dated February 5, 2002 between PTI and Star Shipping A/S, as amended January 12, 2004.
5. Contract of affreightment dated January 22, 2002 between PTI and Star Shipping A/S, as amended January 23, 2004 and January 19, 2005.

6. Letter Quote No. 080107.001 between PTI and Portland & Western Railroad effective as of January 7, 2008 (letter quote technically expired but counter party currently honoring quotes).
7. Rate Confirmation between Puget Sound Truck Lines and PTI effective as of September 1, 2007.
8. Rate Schedule No. 438 between Interstate Distributor Co. and PTI (8th revised) issued March 9, 2007.
9. Agreement between Mitchell Bros. and PTI (for 2007 rates, but subsequently adjusted for 2008 at \$315 plus fuel surcharge).
10. Confidential Quote (BNSFQ 108683, Rev. 63 and 64) between BNSF Railway Company and PTI, effective as of July 17, 2007 and October 1, 2007 respectively and expiring March 31, 2008.
11. Amended Quote (Amendment M to I5LQ90166 by Union Pacific Railroad Company to PTI effective as of August 31, 2007).
12. Letter agreement dated December 14, 2007 between PTI and Seaspan International Ltd.

**G. Employees**

1. The agreements listed in Section 3.19(a) of this Disclosure Schedule.

**H. Property and Other Agreements**

1. Farm lease dated November 22, 1985 between Pope & Talbot Pulp, Inc. and Curtis Farms, related guarantee entered into November 22, 1985 between PTI and Lillian Curtis Roberts and Don Curtis as amended by letter agreement dated July 24, 2006 between PTI and Curtis Farms.
2. Operating agreement made September 28, 1994 between PTI and Curtis Farms, as amended by letter agreement dated March 23, 2007.
3. Farm lease made July 19, 2004 between PTI and Edward Kropf, as amended by letter agreement dated July 24, 2006.
4. Operating agreement made July 19, 2004 between Mr. Ed Kropf and PTI, as amended by letter agreement dated July 24, 2006.
5. Farm lease made September 9, 1994 between PTI and Ray Robb, as amended by letter agreement dated March 29, 2007.
6. Farm lease made July 19, 2004 between James Van Leeuwen and PTI, as amended by letter agreement dated March 23, 2007.
7. Farm lease made September 9, 1994 between PTI and Tim Van Leeuwen and Lori Van Leeuwen.

8. Settlement and operating agreement dated August 9, 1991 between PTI and James River Paper Company, Inc. and James River Corporation of Virginia as amended by amendment to the August 9, 1991 settlement and operating agreement dated February 7, 1996 between PTI and James River Paper Company, Inc. and James River Corporation of Virginia.\*
9. Licence agreement made as of September 15, 1998 between Sterling Canada, Inc. and PTI.\*
10. Farm cooperater and contractor agreement made May 7, 2004 between PTI and Delwin Kropf.
11. Pricing Agreement made as of June 25, 2001 between Cybershift, Inc. and PTI.
12. Software License and Support Services Agreement made as of April 15, 2005 between PTL and SPL WorldGroup, Inc., as amended December 23, 2005 (making PTI a party).\*
13. Software Maintenance Agreement made as of September 13, 2007 between PTI and NEPS, LLC.\*
14. Software Maintenance and Support Agreement made as of February 18, 2004 between PTI and Perceptive Software, Inc.
15. Lease Agreement 1579326 made as of February 21, 2005 between PTI and Ikon Financial Services. \*
16. Lease Agreement 2014106 made as of January 5, 2007 between PTI and Ikon Financial Services.\*
17. Administrative Services Agreement dated as of October 31, 2004 between Employee Benefits Management Services, Inc. and PTI.\*
18. Sales Representative Agreement made as of January 1, 2006 between Pope & Talbot Pulp Sales Europe, PTI and PTL, as amended by the Addendum to the January 1, 2006 Sales Representative Agreement dated June 28, 2006.
19. Management Services Agreement by and between PTI and PTL.
20. Fee and Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of June 28, 2006 among PTI, PTL, First American Title Insurance Company of Oregon and Abelco Finance LLC.
21. Product purchase agreement dated April 13, 1999 between PTI and Western Farm Service, Inc. and Huntons Surecrop Farm Service, Inc. as amended by agreement amending product purchase agreement dated April 3, 2000 and agreement amending product purchase agreement dated July 13, 2001.\*

### **Part 3 - PTPSUS Contracts**

#### **Pulp Sales Contracts**

1. Wood pulp contract made as of July 18, 2005 between PTPSUS and Slave Lake Pulp Corp.
2. Wood pulp contract made as of July 18, 2005 between PTPSUS and Quesnel River Pulp Co.
3. Wood pulp contract executed September 13, 2006 between PTPSUS and Georgia Pacific Corporation.
4. Wood pulp contract made as of December 3, 2004 between PTPSUS and Forest Fibres Limited.
5. Wood pulp contract made as of November 13, 2006 between PTPSUS and MD LEIPA/Georg Leinfelder GmbH.
6. Wood pulp supply agreement made as of October 21, 2004 between PTPSUS and Paper Australia Pty Ltd.\*
7. Wood pulp contract made as of August 25, 2006 between PTPSUS and West Linn Paper Co.
8. Pulp Sales Representative Agreement made as of June 28, 2006 between PTPSUS and PTL.
9. U.S. Pulp Sales Representative Agreement between PTPSUS and PTI.
10. Canadian Pulp Sales Representative Agreement between PTPSUS and PTL.
11. Freight forwarding power of attorney and services agreement dated July 21, 2006 between Allports Forwarding Inc. and PTPUS.

#### **Part 4 – Shared Contracts**

Section 5.03(e) of this Disclosure Schedule is hereby incorporated by reference.

## **Part 5 – Contracts added after January 8th, 2008**

### **Pursuant to Section 3.12(a)<sup>2</sup>**

1. Chemical supply agreement made as of May 1, 2007 between Hercules Canada – Pulp & Paper Division and Pope & Talbot Ltd., to supply Optisperse HP54740, Control IS3070 and Steamate PAS6067 to the Mackenzie Pulp Operations in Mackenzie, BC.
2. Lease agreement made as of November 1, 2005 between 683090 BC Ltd. (Licar Management) and Pope & Talbot, Ltd. for the lease of office space in Mackenzie, B.C.
3. License agreement made as of September 15, 1998 between Sterling Canada, Inc. and Pope & Talbot Inc., to license the CLO2 process at the Halsey Pulp facility.
4. GasEDI base contract for short-term sale and purchase of natural gas effective July 21, 2003 between TD Commodity & Energy Trading Inc. (“TD”) and PTL, with gas transaction confirmation dated April 25, 2007 between PTL and TD.
5. Support agreement made as of February 6, 2007 with Business Objects for Crystal Enterprise software.
6. Service agreement made as of February 1, 2004 between Camp Watters Catering and Pope & Talbot Ltd. to supply light equipment and catering services at the Mackenzie “camp.”
7. Master maintenance agreement between CCSI Technology Solutions and Pope & Talbot Inc. covering the Harmac Pulp Mill in Nanaimo, B.C.
8. Wood chip transportation agreement made as of January 13, 1998 between Rivtow Marine Ltd. and Harmac Pacific Inc.
9. Software maintenance and support services agreement between QES Consulting and Pope & Talbot Ltd for Harmac PTMS system.
10. Primary property use agreement dated September 2, 2006 between BSCLOA and PTL.
11. Chip supply agreement made as of May 8, 2008 between Sun Wave Forest Products Ltd. (SWFP) and Pope & Talbot Ltd., to retroactively adjust the price of chip sales by \$3/m3 supplied to Pope & Talbot’s Harmac facility.
12. Short-term log purchase agreement with Monolith Holdings Ltd.
13. Rightfax premium technical support plan made as of May 15, 2007 with Captureworx.
14. Log supply agreement made as of July 9, 2007 between Firewater Enterprises and Pope & Talbot Ltd., to supply 1000m3 of Hem/SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.

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<sup>2</sup> Part 5 may include Shared Contracts.

15. Log supply agreement made as of June 29, 2007 between Brunet & Sons Logging Ltd. and Pope & Talbot Ltd., to supply 1500m<sup>3</sup> of Hem/SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.
16. Log supply agreements made as of July 16, 2007 and October 1, 2007 between Duz Cho Logging Ltd. and Pope & Talbot Ltd., to supply 1500m<sup>3</sup> and 4000m<sup>3</sup> (respectively) of Hem/SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.
17. Log supply agreement made as of July 29, 2007 between Kollbrand Holdings Ltd. and Pope & Talbot Ltd., to supply 500m<sup>3</sup> of Hem/SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.
18. Software license agreement between Sybase and Pope & Talbot Inc. dated May 26, 1994.
19. Supply agreement made as of October 11, 2005 between Marmon/Keystone Canada Inc. and Pope & Talbot Ltd., to supply the company's stores at the Nanaimo Pulp Operation.
20. Software license agreement between Oracle Corp and Pope & Talbot Inc. for use of Oracle software.
21. Software support agreement between Indus International Inc. and Pope & Talbot for Harmac's MPAC system; recently sold out to Ventyx.
22. Software license agreement between ESRI – and Pope & Talbot Inc. for desktop mapping software.
23. Agreement with Norpac Controls for regional distribution rights.
24. Software license agreement between McAfee Inc. – and Pope & Talbot Inc. for use of the McAfee antivirus software.
25. Technical support plan to begin on July 5, 2007 with Captaris.
26. Software license agreement between Oracle Corp. and Pope & Talbot Inc. for use of Oracle software to begin on
27. License and maintenance agreement made as of March 31, 2000 with Ascend Software, Inc.
28. Sulfuric Acid supply agreement made as of November 20, 2006 between General Chemical Corporation and Pope & Talbot Inc., to supply sulfuric acid to the Halsey Pulp Operation.
29. Supply agreement between Meridian and Pope & Talbot Ltd. for stores supplies for Nainamo Pulp Operation.
30. Hardware services agreement with Incentra Solutions Nw.
31. License agreement between Ansera Resources and Pope & Talbot Inc. for forestry software.
32. Master lease agreement number 920838 executed April 13, 2005 and April 8, 2005 respectively between Dell Financial Services Canada Limited and PTL.

33. Supply agreement extension made as of March 23, 2007 between Custom Gaskets and Pope & Talbot Ltd., to supply gaskets to the Harmac Pulp Operation.
34. Supply agreement between Nalco total water management and Pope & Talbot Ltd. for water treatment chemicals for the Halsey Pulp Operation.
35. Software license agreement with Sterling Commerce for Gentran server process control dated August of 1999.
36. Copier lease agreement made as of September 26, 2003 between Xerox and Pope & Talbot Ltd. at Harmac Pulp Operation.



**Section 3.12(b)**

**Defaults**

None.

**Section 3.16**

**Insurance**

**DEBTORS' INSURANCE POLICIES**

<b>Named Insured</b>	<b>Type of Coverage</b>	<b>Assigned Policy No.</b>	<b>Insurance Company</b>	<b>Policy Term</b>	<b>Underwriter and Address</b>	<b>Premium (USD)</b>
Pope & Talbot, Inc. Pope & Talbot International, Ltd. Pope & Talbot, Ltd. Pope and Talbot Foreign Sales Corp. Penn Timber, Inc. Pope & Talbot Wis., Inc. Pope & Talbot Relocation Services, Inc. Pope & Talbot Pulp Sales, USA, Inc. Harmac Pacific, Inc. P&T Power Company Pope & Talbot Pulp Sales Europe, SPRL Pope & Talbot Lumber Sales, Inc. Pope and Talbot Mackenzie Pulp Operations Ltd. P&T Funding Limited Partnership P&T Community Trust Mackenzie Pulp Land, Ltd. Halsey CL02 Limited	General Liability	3575-13-17	Federal Ins. Co. (Chubb)	05/01/07-08	Marlene Beal Chubb Insurance Company 15 Mountain View Road Warren, NJ 07059	\$165,917

Named Insured	Type of Coverage	Assigned Policy No.	Insurance Company	Policy Term	Underwriter and Address	Premium (USD)
Partnership P&T Finance One Limited Partnership P&T Finance Two Limited Partnership Pope & Talbot Funding Nova Scotia Company P&T Funding Ltd. P&T Factoring Company P&T Spearfish Limited Partnership						
Pope & Talbot, Inc. Pope & Talbot International, Ltd. Pope & Talbot, Ltd. Pope and Talbot Foreign Sales Corp. Penn Timber, Inc. Pope & Talbot Wis., Inc. Pope & Talbot Relocation Services, Inc. Pope & Talbot Pulp Sales, USA, Inc. Harmac Pacific, Inc. P&T Power Company Pope & Talbot Pulp Sales Europe, SPRL Pope & Talbot Lumber Sales, Inc. Pope and Talbot Mackenzie Pulp Operations Ltd.	Automobile	7320-35-58	Federal Ins. Co. (Chubb)	05/01/07-08	Marlene Beal Chubb Insurance Company 15 Mountain View Road Warren, NJ 07059	\$33,414

Named Insured	Type of Coverage	Assigned Policy No.	Insurance Company	Policy Term	Underwriter and Address	Premium (USD)
P&T Funding Limited Partnership P&T Community Trust Mackenzie Pulp Land, Ltd. Halsey CL02 Limited Partnership P&T Finance One Limited Partnership P&T Finance Two Limited Partnership Pope & Talbot Funding Nova Scotia Company P&T Funding Ltd. P&T Factoring Company P&T Spearfish Limited Partnership	Umbrella	9364-0108	Federal Ins. Co. (Chubb)	05/01/07-08	Marlene Beal Chubb Insurance Company 15 Mountain View Road Warren, NJ 07059	\$145,844
Pope & Talbot, Inc. Pope & Talbot International, Ltd. Pope & Talbot, Ltd. Pope and Talbot Foreign Sales Corp. Penn Timber, Inc. Pope & Talbot Wis., Inc. Pope & Talbot Relocation Services, Inc. Pope & Talbot Pulp Sales, USA, Inc. Harmac Pacific, Inc. P&T Power Company						

Named Insured	Type of Coverage	Assigned Policy No.	Insurance Company	Policy Term	Underwriter and Address	Premium (USD)
Pope & Talbot Pulp Sales Europe, SPRL Pope & Talbot Lumber Sales, Inc. Pope and Talbot Mackenzie Pulp Operations Ltd. P&T Funding Limited Partnership P&T Community Trust Mackenzie Pulp Land, Ltd. Halsey CL02 Limited Partnership P&T Finance One Limited Partnership P&T Finance Two Limited Partnership Pope & Talbot Funding Nova Scotia Company P&T Funding Ltd. P&T Factoring Company P&T Spearfish Limited Partnership						
Pope & Talbot, Inc.	1 <sup>st</sup> Excess Umbrella	UXP001497601	Arch Insurance Co.	05/01/07-08	Jill Boehmer Arch Insurance Company One Liberty Plaza, 53rd Floor New York, NY 10006	\$55,000
Pope & Talbot, Inc.	2 <sup>nd</sup> Excess Umbrella	SHX00099103582	American Ins. Co. (Fireman's Fund)	05/01/07-08	Max Drewel Fireman's Fund Insurance Company DALLAS ESC Lincoln Plaza	\$34,500

Named Insured	Type of Coverage	Assigned Policy No.	Insurance Company	Policy Term	Underwriter and Address	Premium (USD)
Pope & Talbot, Inc. (and certain of its subsidiaries and/or affiliate companies)	Stock Thru-Put Marine Cargo Insurance	MACCD0700794	Lockton Lloyds of London	05/01/07-08	500 North Akard, Ste 300 Dallas, TX 75201 Andrew Thoroughgood Lloyd's of London One Lime Street London EC3M 7HA UNITED KINGDOM	\$178,496
Pope & Talbot, Inc. (and certain of its subsidiaries and/or affiliate companies)	Terrorism for Cargo	MACCD0700813	Lockton Lloyds of London	05/01/07-08	Andrew Thoroughgood Lloyd's of London One Lime Street London EC3M 7HA UNITED KINGDOM	\$10,000
Pope & Talbot, Inc., Pope & Talbot Ltd., Pope & Talbot Mackenzie Pulp Operations Ltd. (and certain of their subsidiaries and/or affiliate companies)	Hull & Mach. (P&I) CN & US	HSE0019	Starr Marine Nat'l Liab. & Fire Ins. Co.	05/01/07-08	Andrew Blaize National Liability & Fire Insurance Co. 3024 Harney Street Omaha, NE 68131	\$42,359
Pope & Talbot, Inc., Pope & Talbot Ltd., Pope & Talbot Mackenzie Pulp Operations Ltd. (and certain of their subsidiaries and/or affiliate companies)	ExcessP&I CN & US	LSE00020	Starr Marine Nat'l Liab. & Fire Ins. Co.	05/01/07-08	Andrew Blaize National Liability & Fire Insurance Co. 3024 Harney Street Omaha, NE 68131	\$5,000
Pope & Talbot, Ltd. (and certain of its subsidiaries and/or affiliate companies)	Marine Liability	LSE00019	Starr Marine Nat'l Liab. & Fire Ins. Co.	05/01/07-08	Andrew Blaize National Liability & Fire Insurance Co. 3024 Harney Street Omaha, NE 68131	\$20,000
Pope & Talbot, Ltd.	1 <sup>st</sup> Excess Marine Liability	2 policies: 1) MMMW-39 981ML407	MMO of Midwest NY Marine & General	05/01/07-08	Mary Jean Bond New York Marine And General Insurance Company 919 Third Avenue, 10th Floor	\$16,562

Named Insured	Type of Coverage	Assigned Policy No.	Insurance Company	Policy Term	Underwriter and Address	Premium (USD)
Pope & Talbot, Inc, Pope & Talbot Ltd., Pope & Talbot Mackenzie Pulp Operations Ltd. (and certain of their subsidiaries and/or affiliate companies)		2) LSE00021	Starr Marine Nat'l Liab. & Fire Ins. Co.	05/01/07-08	New York, NY 10022  Andrew Blaize National Liability & Fire Insurance Co. 3024 Harney Street Omaha, NE 68131	
Pope & Talbot, Inc, Pope & Talbot Ltd., Pope & Talbot Mackenzie Pulp Operations Ltd. (and certain of their subsidiaries and/or affiliate companies)	2 <sup>nd</sup> Excess Marine Liability	MMMW- 39982ML407	MMO of Midwest NY Marine & General	05/01/07-08	Mary Jean Bond New York Marine And General Insurance Company 919 Third Avenue, 10th Floor New York, NY 10022	\$9,798
Pope & Talbot, Ltd.	Vessel Pollution	05219-04	Lloyd's Underw riters thru EPG LLC	05/01/07-08	Carolyn Simonson Lloyd's of London One Lime Street London EC3M 7HA UNITED KINGDOM	\$8,417
Pope & Talbot, Inc.	Excess WC South Dakota	EWC006365	Midwest Employers Casualty Co.	05/01/07-08	Don Altrese Midwest Employers Casualty Company 14755 North Outer Forty Drive Suite 300 Chesterfield, MO 63017	\$70,270
Pope & Talbot, Inc. (including Mackenzie Mill Division and Harnac Pacific)	Executive Risk: Fiduciary, Crime, Special Risk	8181-4081	Federal Ins Co. (Chubb)	05/01/07-08	Melissa Schellinkhout Chubb Insurance Company 15 Mountain View Road Warren, NJ 07059	\$49,250
Pope & Talbot, Inc, Pope & Talbot Ltd. (and certain of their subsidiaries and/or	Property	XG529	Factory Mutual Ins. Co.	06/01/07-08	William (Terry) Bugg Factory Mutual Insurance Company 1301 Atwood Avenue	\$2,800,000 (estimated US & C \$)

Named Insured	Type of Coverage	Assigned Policy No.	Insurance Company	Policy Term	Underwriter and Address	Premium (USD)
affiliate companies)					P.O. Box 7500 Johnston, R.I. 02919	
Pope & Talbot, Inc.	Primary D&O \$5M	8119-8953	Federal Ins. Co. Chubb	07/30/07-08	Melissa Schellinkhout Chubb Insurance Company 15 Mountain View Road Warren, NJ 07059	\$150,000
Pope & Talbot, Inc.	1 <sup>st</sup> Excess D&O \$5M xs \$5M	664-99-90	Nat'l Union Fire Ins. Co of Pittsburgh AIG	07/30/07-08	Chris Cafaro National Union Fire Insurance Company of Pittsburgh 175 Water Street New York, NY 10038	\$112,500
Pope & Talbot, Inc.	2 <sup>nd</sup> Excess D&O \$5M xs \$10M	G21655211 005	ACE American Ins. Co.	07/30/07-08	Stella Winterbourne ACE American Insurance Company 436 Walnut Street Philadelphia, PA 19106	\$84,375
Pope & Talbot, Inc.	3 <sup>rd</sup> Excess D&O \$10M xs \$15M	ELU099372-07	XL Specialty Ins. Co.	07/30/07-08	Richard Wall XL Specialty Insurance Company 100 Constitution Plaza 17 <sup>th</sup> Floor Hartford, CT 06103	\$115,000
Pope & Talbot, Inc.	4 <sup>th</sup> Excess D&O \$5M xs \$25M side A DIC	ELU099373-07	XL Specialty Ins. Co.	07/30/07-08	Richard Wall XL Specialty Insurance Company 100 Constitution Plaza 17 <sup>th</sup> Floor Hartford, CT 06103	\$52,500
Pope & Talbot, Inc.	Workers Comp Oregon	WC41NC0119100 17	Liberty NW Ins. Co.	01/01/07-08	Kellie O'Toole Liberty NW Insurance Corporation One Liberty Centre Portland, OR 97232-2038	\$357,726
Pope & Talbot, Inc.	Workers Comp Nebraska	WC11639507850 17	Liberty NW Ins. Co.	01/01/07-08	Kellie O'Toole Liberty NW Insurance Corporation One Liberty Centre	\$1,014



<b>Named Insured</b>	<b>Type of Coverage</b>	<b>Assigned Policy No.</b>	<b>Insurance Company</b>	<b>Policy Term</b>	<b>Underwriter and Address</b>	<b>Premium (USD)</b>
Pope & Talbot, Inc.	Pollution Legal Liability	PLS 1379586	American Int'l Specialty Lines Ins. Co.	12/31/04-07	Portland, OR 97232-2038 Lindsey Bishop American International Specialty Lines Insurance Company 175 Water Street, Twelfth Floor New York, NY 10038	\$539,451
Pope & Talbot, Ltd.	Pollution Legal Liability	PLS 1379556	Commerce & Industry Ins. Co. of Canada	12/31/04-07	Lindsey Bishop Commerce & Industry Insurance Company of Canada 145 Wellington Street, W. Toronto, Ontario	\$109,382.47
Pope & Talbot, Inc.	Eligible Foreign Accounts Credit Insurance	DC/08800108	QBE Specialty Insurance Company	9/14/07-08	QBE Insurance Corporation Wall Street Plaza 88 Pine Street New York, NY 10016	\$375,000

**Section 3.18**

**Permits**

Section 3.03 of this Disclosure Schedule is hereby incorporated by reference.

**Section 3.21**

**Inventory**

None.

**Section 3.22**

**MPL Assets and Liabilities**

None.

### Section 3.23

#### **Rail Transportation Contracts**

Rail Transportation. The Mackenzie Mill and the Halsey Mill are served by rail transportation services provided by third persons adequate for the Business as currently carried on and all Contracts relating to such rail transportation services have been provided by the Sellers to the Purchaser and are listed in Section 3.23 of the Disclosure Schedule.

1. Master Agreement No. 024791-AN between Canadian National Railway Company and PTI (including CN Confidential Transportation Agreement Nos. 024791-AN-0001-AG, 024791-AN-0007-AB, 024791-AN-0009-AA, 024791-AN-0010-AA, 024791-AN-0011-AA and 024791-AN-0012-AA).
2. Limited Freight Tariff CN 662568-AA with Canadian National Railway Company between PTI and PTL issued July 11, 2007.
3. Confidential Quote (BNSFQ 108683, Rev. 63 and 64) between BNSF Railway Company and PTI, effective as of July 17, 2007 and October 1, 2007 respectively and expiring March 31, 2008.
4. Letter Quote No. 080107.001 between PTI and Portland & Western Railroad effective as of January 7, 2008 (letter quote technically expired but counter party currently honoring quotes).
5. Amended Quote (Amendment M to I5LQ 90166) by Union Pacific Railroad Company to PTI effective as of August 31, 2007.
6. Letter agreement dated December 14, 2007 between PTI and Seaspan International Ltd. (relating to the barging of rail cars to and from the Harmac mill).

**Section 5.03(e)**

**Shared Contracts**

1. The following Contracts:
  - (a) Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 15.
  - (b) Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.
  - (c) Internetworking Services Agreement No. 20022290 between TELUS and PTL dated June 6, 2003.
  - (d) Standard pricing agreement dated June 28, 2001 between Cybershift, Inc. and PTL, with terms of sales agreement dated June 28, 2001 and terms of maintenance agreement dated June 28, 2001.
  - (e) Computer equipment master lease agreement number PO12105 between Winthrop Resources Corporation and PTI dated January 21, 2005 with associated leases and purchase orders.
  - (f) Master Lease Agreement between IBM Credit Corporation and PTI dated as of August 3, 1995.
  - (g) Master Lease Agreement between GE Capital Technology Management Services Inc. and PTL dated as of December 10, 1997 as amended March 31, 2003.
  - (h) Quality Engineered Systems Ltd. Product Tracking and Management System Software Maintenance System Software Maintenance and Support Service Agreement between Quality Engineered Systems Ltd. and Harmac Pulp Operations of Pope & Talbot, Ltd. effective as of January 1, 2001.\*
  - (i) Software Supply, Implementation and License Agreement between Pope & Talbot, Ltd. and Quality Engineered Systems Ltd. effective as of May 20, 2003.\*
  - (j) Software Supply, Implementation and License Agreement between Pope & Talbot, Inc. and Quality Engineered Systems Ltd. effective as of January 13, 2000.\*
  - (k) Appcare Agreement between Geac Enterprise Solutions, Inc. (now known as Extensity, Inc.) and Pope & Talbot, Inc. dated August 6, 2002, amended July 26, 2004, and further amended August 8, 2006.\*
  - (l) Lawson Software, Inc. Services Agreement between Lawson Software, Inc. and Pope & Talbot, Inc. dated March 13, 2006.\*
  - (m) Support Agreement between Business Software, Inc. and Pope & Talbot, Inc. dated April 1, 2001.

- (n) Lawson Software Product License Agreement between Lawson Associates, Inc. and Pope & Talbot, Inc. dated November 7, 1997 (with subsequent amendments).\*
- (o) IBM Lotus Notes with Collaboration User License + SW Maintenance 12 Months between Pope & Talbot, Inc. and International Business Machines Corporation dated October 18, 2006.\*
- (p) IBM Lotus Notes with Collaboration User from Notes Messaging or Domino Web Access Collaboration Trade Up License + SW Maintenance 12 Months between Pope & Talbot, Inc. and International Business Machines Corporation dated October 18, 2006.\*
- (q) IBM Lotus Domino Enterprise Server Value Unit Annual SW Maintenance Renewal between Pulp & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.\*
- (r) IBM Lotus Notes with Collaboration User Annual SW Maintenance Renewal between Pulp & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.\*
- (s) IBM Lotus Domino Designer User Annual SW Maintenance Renewal between Pulp & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.\*

**EXHIBIT B**

**List of Assigned Contracts**



## Assigned Contracts

#	Name of Counterparty to Contract	Vendor Address	Contract
1	3264939 Canada Limited, Timbernorth Forest Limited and Slocan Forest Products Ltd.	PO BOX 4100 VANCOUVER, BC V6B 5X4 CANADA	Fibre services agreement made as of January 19, 1996 between Fletcher Challenge Canada Limited and Timbernorth Forest Limited and Timberwest Forest Limited, as amended by fibre services agreement amendment made June 23, 1997 between 3264939 Canada Limited, Timberwest Forest Limited, Timbernorth Forest Limited and Slocan Forest Products Ltd.
2	689607 BC LTD	BOX 366 MACKENZIE, BC VOJ 2C0 CANADA	Confirmation of fibre transaction dated December 1, 2006 between Archibault/689607 BC LTD and PTL, Mackenzie Pulp Operations.
3	Abitibi Consolidated Company	MACKENZIE REGION PO BOX 250 MACKENZIE, BC VOJ 2C0 CANADA	Sawdust supply agreement made as of January 2, 2006 between PTL Mackenzie Pulp Operations and Abitibi Consolidated Company of Canada Mackenzie Region.
4	Abitibi Consolidated Company	4302 CHAMBERS CREEK ROAD STEILACOOM, WA 98388 UNITED STATES	Confirmation of fibre transaction dated August 1, 2006 between Abitibi Consolidated and PTL, Mackenzie Pulp Operations.
5	Abitibi-Consolidated Company of Canada	BAG 2800 MACKENZIE, BC V0R 2C0 CANADA	Sawdust Supply Agreement between Pope & Talbot Ltd. and Abitibi-Consolidated Company of Canada made as of January 2, 2006;
6	Agrium	PO BOX 776 STATION M CALGARY, AB TSP 2J3 CANADA	Fertilizer supply agreement effective April 1, 2003 between PTL and Agrium, as amended by price quotation dated May 15, 2006.*
7	Allports Forwarding Inc.	5933 NE WIN SIVERS DRIVE, SUITE 301 PORTLAND, OR 97220 UNITED STATES	Freight forwarding power of attorney and services agreement dated July 21, 2006 between Allports Forwarding Inc. and PTPUS.
8	Anglo Canadian Shipping Company (as agent for Medbulk Maritime)	SUITE 1100 900 WEST HASTINGS STREET VANCOUVER, BC V6C 1E5 CANADA	Contract of Affreightment between Anglo Canadian Shipping Company (as agent for Medbulk Maritime) and Pope & Talbot Inc., dated November 1, 2006.*

#	Name of Counterparty to Contract	Vendor Address	Contract
9	ARI Fleet LT and Automotive Rentals, Inc.	AUTOMOTIVE RENTALS, INC. PO BOX 8500-4375 PHILADELPHIA, PA 19178-4375 UNITED STATES	Lease agreement entered into as of August 1, 2005 between ARI Fleet LT and Automotive Rentals, Inc. and PTI.
10	Ascend Software	2601 E CHAPMAN AVE., SUITE 213 FULLERTON, CA 92831 UNITED STATES	ReportSafe license and maintenance agreement dated March 31, 2000 between Ascend Software, Inc and Pope & Talbot
11	Australia Paper Pty Ltd.	307 FERNTREE GULLY ROAD MT WAVERLY, VI 3149 AUSTRALIA	Wood pulp supply agreement made as of October 21, 2004 between PTPSUS and Australia Paper Pty Ltd.*
12	Avista Energy Canada, Ltd, Coral Energy Canada Inc.	1006 - 1186 ALBERNI STREET VANCOUVER, BC V6E 3Z3 CANADA	Gas management services agreement dated as of November 1, 2004 between Avista Energy Canada, Ltd. and PTL, as assigned and amended by assignment and amending agreement between PTL and Avista Energy Canada, Ltd. signed by PTL October 11, 2005, and as amended by assignment and novation agreement dated May 14, 2007 between Avista Energy Canada, Ltd, Coral Energy Canada Inc., and PTL.
13	B.C. Gas Inc. (Acquired by Terasen Gas in June 2004)	16705 FRASER HIGHWAY SURREY, BC V3S 2X7 CANADA	Source Agreement dated November 1, 1992 between B.C. Gas Inc. and Fletcher Challenge Canada Ltd.
14	Banc of America Leasing & Capital, LLC.	MARK HOLMES BANK OF AMERICA MAIL CODE (IL 1-231-07-19) 231 S. LA SALLE CHICAGO, IL 60606 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)

#	Name of Counterparty to Contract	Vendor Address	Contract
15	Basic Chemical Solutions L.L.C.	PO BOX 41322 SANTA ANA, CA 92799-1322 UNITED STATES	Supply agreement dated February 1, 2004 between Basic Chemical Solutions L.L.C. and PTI, as amended by amendment to supply agreement executed April 9, 2007 and April 18, 2007, respectively.
16	BCR Properties Ltd. / Fletcher Challenge Ltd	BCR PROPERTIES LTD.#00 - 221 WEST ESPLANADENORTH VANCOUVER, BC V7M 3J3CANADAFLETCHER CHALLENGE CANADA LIMITED(NOW: CATALYST PAPER CORPORATION)2ND FLOOR, 3600 LYSANDER LANERICHMOND, BC V7B 1C3CANADA	Lease no. 2926 between BCR Properties Ltd. and Fletcher Challenge Canada Limited made February 6, 1996 for PID 024-252-255, as assigned to MPL on June 14, 2001.
17	BCR Properties Ltd. / Fletcher Challenge Ltd	BCR PROPERTIES LTD. #00 - 221 WEST ESPLANE NORTH VANCOUVER, BC V7M 3J3 CANADA  FLETCHER CHALLENGE CANADA LIMITED (NOW: CATALYST PAPER CORPORATION) 2ND FLOOR, 3600 LYSANDER LANE RICHMOND, BC V7B 1C3 CANADA	Lease no. 2509 between BCR Properties Ltd. and Fletcher Challenge Canada Limited made March 27, 1995 for PID 023-623-951, as modified by modification of lease dated March 25, 1997, as amended by letter dated May 4, 1998, as assigned to MPL on June 14, 2001.

#	Name of Counterparty to Contract	Vendor Address	Contract
18	BCR Properties Ltd. and Fletcher Challenge Canada Limited	BCR PROPERTIES LTD. #00 - 221 WEST ESPLANADE NORTH VANCOUVER, BC V7M 3J3 CANADA  FLETCHER CHALLENGE CANADA LIMITED (NOW: CATALYST PAPER CORPORATION) 2ND FLOOR, 3600 LYSANDER LANE RICHMOND, BC V7B 1C3 CANADA	Lease no. 2926 between BCR Properties Ltd. and Fletcher Challenge Canada Limited made February 6, 1996 for PID 024-252-255, as assigned to MPL on June 14, 2001.
19	BCR Properties Ltd. and Fletcher Challenge Canada Limited	BCR PROPERTIES LTD. #00 - 221 WEST ESPLANADE NORTH VANCOUVER, BC V7M 3J3 CANADA  FLETCHER CHALLENGE CANADA LIMITED (NOW: CATALYST PAPER CORPORATION) 2ND FLOOR, 3600 LYSANDER LANE RICHMOND, BC V7B 1C3 CANADA	Lease no. 2926 between BCR Properties Ltd. and Fletcher Challenge Canada Limited made February 6, 1996 for PID 024-252-255, as assigned to MPL on June 14, 2001.
20	Beaver Forest Products	PO BOX 287 CAMPBELL RIVER, BC V9W 5B1 CANADA	Letter agreement dated May 29, 2003 between PTL, Harmac Pulp Operations and Beaver Forest Products, as amended by letters dated July 10, 2003, October 7, 2003, January 19, 2004, July 29, 2004, October 14, 2004, January 29, 2006, March 16, 2006, July 26, 2006, September 18, 2006, October 30, 2006, January 1, 2007 and March 1, 2007.

#	Name of Counterparty to Contract	Vendor Address	Contract
21	Bella Coola Small Loggers Assn	PO BOX 359 HAGENSBORG, BC V0T 1H0 CANADA	Primary property use agreement dated September 2, 2006 between BSCLOA and P&T, Ltd.
22	Berk's Intertruck Ltd.	2230 MCCULLOCH ROAD NANAIMO, BC V9S 4M8 CANADA	Leasing agreement made May 28, 2004 between Berk's Intertruck Ltd. and PTL.
23	Bid Rite Contracting	360 S. NICHOLSON PRINCE GEORGE, BC V2M 3L9 CANADA	Confirmation of fibre transaction (undated) between Bid Rite Contracting and PTL, Mackenzie Pulp Operations.
24	BNSF Railway Company	PO BOX 847347 DALLAS, TX 75284- 7347 UNITED STATES	Confidential Quote (BNSFQ 108683, Rev. 63 and 64) between BNSF Railway Company and PTI, effective as of July 17, 2007 and October 1, 2007 respectively and expiring March 31, 2008.
25	BNSF Railway Company	PO BOX 847347 DALLAS, TX 75284- 7347 UNITED STATES	Amended Quote (Amendment M to I5LQ90166 by Union Pacific Railroad Company to PTI effective as of August 31, 2007.
26	BOC Gases	88718 EXPEDITE WAY CHICAGO, IL 60695-1700 UNITED STATES	Product agreement entered March 9, 1998 and March 10, 1998, respectively, between BOC Gases, a division of The BOC Group Inc., and PTI, as amended by addendum executed March 9, 1998 and March 10, 1998, respectively, and addendum II executed December 2, 2002 and November 28, 2002, respectively.
27	BOC Gases	88718 EXPEDITE WAY CHICAGO, IL 60695- 1700 UNITED STATES	Product agreement entered July 30, 1996 and August 08, 1996, respectively, between BOC Gases, a division of The BOC Group Inc., and PTI, as amended by addendum executed November 23, 1999 and November 24, 1999, respectively, and addendum executed November 21, 2005 and December 05, 2005, respectively.
28	Boise Cascade, LLC	PO BOX 3813 PORTLAND, OR 97208 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated August 2, 2007 between PTI and Boise Cascade, LLC.

#	Name of Counterparty to Contract	Vendor Address	Contract
29	BP Energy Company	701 MORRISON-KNUDSEN DRIVE BOISE, ID 83707-6488 UNITED STATES	Power purchase and sale enabling agreement effective March 25, 2002 between BP Energy Company and PTI, with a related guaranty made May 30, 2002 by BP Corporation North America Inc. in favour of PTI.
30	Brenntag Canada Inc.	43 JUTLAND ROAD ETOBICOKE, ON M8Z 2G6 CANADA	Letter agreement dated June 18, 2003 between PTL and Brenntag Canada Inc., as amended October 8, 2004 and March 14, 2007.
31	British Columbia Hydro and Power Authority	9TH FLOOR 333DUNSMUIR STREE VANCOUVER, BC V6B 5R3 CANADA	Electricity supply agreement made as of June 15, 2001 between British Columbia Hydro and Power Authority and Pope & Talbot Mackenzie Pulp Operation Limited.
32	British Columbia Hydro and Power Authority	9TH FLOOR 333DUNSMUIR STREE VANCOUVER, BC V6B 5R3 CANADA	Electricity supply agreement made as of October 19, 2001 between British Columbia Hydro and Power Authority and PTL -Harmac Pulp Operations.
33	British Columbia Hydro and Power Authority	9TH FLOOR 333DUNSMUIR STREE VANCOUVER, BC V6B 5R3 CANADA	Option to re-purchase dated August 31, 2002 from British Columbia Hydro and Power Authority to PTL for PID 025-586-840 (charge \$16970).
34	British Columbia Transmission Corporation (Acquired by Terasen Gas in June 2004)	16705 FRASER HIGHWAY SURREY, BC V3S 2X7 CANADA	British Columbia Transmission Corporation Northern Control Centre Local Operating Order 3T FCC-01 for PTL's substation issued November 3, 2005 with an effective date of July 13, 2006 between British Columbia Transmission Corporation and PTL.
35	Bruce Lake Forestry	BOX 24077 UNIT 70-700 TRANQUILLE ROAD KAMLOOPS, BC V2B 3R8 CANADA	Confirmation of fibre transaction dated December 1, 2006 between Bruce Lake Forestry and PTL, Mackenzie Pulp Operations.
36	Brunet & Sons Logging Ltd	12205 SALMON VALLEY ROAD SALMON VALLEY, BC V2K 5T4 CANADA	Log supply agreement made as of June 29, 2007 between Brunet & Sons Logging Ltd and Pope & Talbot Ltd., to supply 1500m3 of Hem/ SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.

#	Name of Counterparty to Contract	Vendor Address	Contract
37	Business Objects Americas	3030 ORCHARD PARKWAY SAN JOSE, CA 95134 UNITED STATES	Software maintenance and support agreement
38	Business Software, Inc.	155 TECHNOLOGY PARKWAY #00 NORCROSS, GA 30092-2962 UNITED STATES	Support Agreement between Business Software, Inc. and Pope & Talbot, Inc. dated April 1, 2001.
39	Camp Watters Catering	PO BOX 136 MACKENZIE, BC V0J 2C0 CANADA	Service agreement made as of February 1, 2004 between Campwatters Catering and Pope & Talbot Ltd to supply light equipment and catering services at the Mackenzie Camp."
40	Canadian Forest Products Ltd	705 DELANEY AVENUE SLOCAN, BC V0G 2C0 CANADA	Possibility of reverter dated November 11, 1970 in favour of MPL and Canadian Forest Products Ltd., each as to an undivided half interest, over PID 010-908-005.
41	Canadian Forest Products Ltd	COAST WOOD SUPPLY 430 CANFORD AVENUE NEW WESTMINSTER, BC V3L 5G2 CANADA	Possibility of reverter dated November 11, 1970 in favour of MPL and Canadian Forest Products Ltd., each as to an undivided half interest, over PID 010-908-005.
42	Canadian National Railway Company	PO BOX 4253 STN ATORONTO, ON M5W 5S5 CANADA	Master Agreement No. 024791-AN between Canadian National Railway Company and PTI (including CN Confidential Transportation Agreement Nos. 024791-AN-0001-AG, 024791-AN-0007-AB, 024791-AN-0009-AA, 024791-AN-0010-AA, 024791-AN-0011-AA and 024791-AN-0012-AA).
43	Canadian National Railway Company	PO BOX 4253 STN A TORONTO, ON M5W 5S5 CANADA	Limited Freight Tariff CN 662568-AA with Canadian National Railway Company between PTI and PTL issued July 11, 2007.
44	Canadian National Railway Company	P.O. BOX 71206 CHICAGO, IL 60694 UNITED STATES	Master Agreement No. 024791-AN between Canadian National Railway Company and PTI (including CN Confidential Transportation Agreement Nos. 024791-AN-0001-AG, 024791-AN-0007-AB, 024791-AN-0009-AA, 024791-AN-0010-AA, 024791-AN-0011-AA and 024791-AN-0012-AA).

#	Name of Counterparty to Contract	Vendor Address	Contract
45	Canadian National Railway Company	P.O. BOX 71206 CHICAGO, IL 60694 UNITED STATES	Limited Freight Tariff CN 662568-AA between Canadian National Railway Company and each of PTI and PTL issued July 11, 2007.
46	Canadian Western Bank	#01-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 15. (Shared Contract)
47	Canadian Western Bank	#01-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 12. (Shared Contract: 2005 Toyota 7FGCU32 Forklift (2))
48	Canadian Western Bank	#01-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 13. (Shared Contract: 2005 Toyota 7FGKU40 Forklift)
49	Canadian Western Bank	#01-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 15. (Shared Contract: 2007 Mack CT713 Truck)
50	Canadian Western Bank	#01-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 16. (Shared Contract: 2006 Toyota 7FGU32 Forklift)
51	Canexus U. S. Holdings Ltd.	DEPT 0199 PO BOX 120199 DALLAS, TX 75312-0199 UNITED STATES	Sodium chlorate sales contract effective October 1, 2001 between Nexen Chemicals U.S.A. and PTI, as assigned by Nexen Chemicals U.S.A. to Canexus U.S. Holdings Ltd. with Pope & Talbot Inc. approval dated August 4, 2005.*



#	Name of Counterparty to Contract	Vendor Address	Contract
52	Canfor Pulp LP	ATTN: ACCOUNTS RECEIVABLE ADMINISTRATION CENTRE PO BOX 6000 PRINCE GEORGE, BC V2N 2K3 CANADA	Chip supply agreement made as of the 19th day of January, 1996 between Fletcher Challenge Canada Limited and Timbernorth Forest Limited and Timberwest Forest Limited, as amended by chip supply agreement amendment made as of the 23rd day of June, 1997 between 3264939 Canada Limited, Timberwest Forest Limited, Timbernorth Forest Limited and Slocan Forest Products Ltd as assigned by assignment and assumption agreement effective as of the 31st day of December, 2000 among Norkse Skog Canada Pulp Operations Limited, Norske Skog Canada Mackenzie Pulp Limited and Slocan Forest Products Ltd., as amended and assigned by assignment and assumption agreement effective as of the 31st day of December, 2001 among Pope & Talbot Mackenzie Pulp Operations Ltd., PTL and Slocan Group, and as amended by letter agreement agreed to on April 25, 2005 between Canadian Forest Products Ltd. and PTL, as assigned by Canadian Forest Products Ltd. to Canfor Pulp Limited Partnership, as amended by chip pricing amendment dated as of July 21st, 2005.
53	Captaris	10885, NE 4TH STREET, SUITE 400 BELLEVUE, WA 98004 UNITED STATES	Rightfax premium technical support plan
54	Captureworx	203 ADAMS DR.KELSO, WA 98626 UNITED STATES	Rightfax premium technical support plan
55	Carrier Lumber	203 - 1717 THIRD AVENUE PRINCE GEORGE, BC V2L 3G7 CANADA	Confirmation of fibre transaction dated November 31 between Carrier Lumber and PTL, Mackenzie Pulp Operations.
56	Cartiere Burgo	VIA LUIGI BURGO, 8 SAN MAURO TORINESE, IT 10099 ITALY	Wood pulp contract between PTL and Cartiere Burgo executed March 6, 2002 and February 2, 2002 respectively, amended by addendum dated December 12, 2002 and addendum 2 dated February 14, 2006.

#	Name of Counterparty to Contract	Vendor Address	Contract
57	Caterpillar Financial Services Limited.	PO BOX 730669 DALLAS, TX 75373 UNITED STATES	CAT Financial lease agreement dated January 29, 2007 between PTL and Caterpillar Financial Services Limited.
58	Caterpillar Financial Services Limited.	PO BOX 730669 DALLAS, TX 75373 UNITED STATES	CAT Financial lease agreement dated between PTL and Caterpillar Financial Services Limited as amended by lease extension agreement dated September 12, 2006.
59	Ccsi Technology Solutions	PO BOX 9408 POSTAL STN A TORONTO, ON M5W 4E1 CANADA	Master maintenance agreement between CCSI Technology Solutions and Pope & Talbot Inc. covering the Harmac Pulp Mill in Nanaimo, B.C.
60	Cellmark AB	JL RAYA SAEWA RINGIN NO 54 PONDOK GEDE 17411 JAKARTA, INDONESIA	Sales agency agreement effective January 1, 2002 between PTI and Cellmark AB.*
61	Cengea Solutions	DBA GENUS RMT 560-1188 WEST GEORGIA STREET BOX 35 VANCOUVER, BC V7X 1M6 CANADA	Licence agreement Ansera Resources. and Pope & Talbot Inc. for forestry software
62	Cgr Investments Inc	9912 LOUGHEED HIGHWAY BURNABY, BC V3J 1N3 CANADA	Chip supply agreement made as of May 8, 2008 between Sun Wave Forest Products Ltd. (SWFP) and Pope & Talbot Ltd., to retroactively adjust the price of chip sales by \$3/m3 supplied to Pope & Talbot's Harmac facility.
63	Chemical Lime Company of Canada Inc.	OF CANADA, INC. 20303 - 102B AVENUE LANGLEY, BC V1M 3H1 UNITED STATES	Letter dated December 21, 2006 from Chemical Lime Company of Canada Inc. to PTL.
64	Chemical Products Technologies Corporation	PO BOX 932828 ATLANTA, GA 31193-2828 UNITED STATES	Supply agreement entered into as of September 1, 2003 between Chemical Products Technologies Corporation and PTI, as amended by amendment dated August 24, 2006.*

#	Name of Counterparty to Contract	Vendor Address	Contract
65	Cheslatta Forest Products Ltd	4722 CONTINENTAL WAY PRINCE GEORGE, BC V2N 5S5 CANADA	Fibre supply agreement made as of November 1, 2006 between PTL, Harmac Pulp Operations and Cheslatta Forest Products Ltd., as amended by confirmation of fibre transaction dated February 15, 2007.
66	Cheslatta Forest Products.	4722 CONTINENTAL WAY PRINCE GEORGE, BC V2N 5S5 CANADA	Fibre supply agreement dated November 1, 2006 between PTL and Cheslatta Forest Products.
67	CIT Group / Equipment Financing Inc.	COLE SILVER CIT 305 FELLOWSHIP ROAD MT. LAURAL, NJ 08054 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)
68	CitiCapital Limited	PO BOX 37 MISSISSAUGA, ON L5A 2Y9 CANADA	Option notification selection form received February 06, 2007 from CitiCapital Limited to PTL.
69	Cominco American.	BOX 1000 TRAIL, BC V1R4L8 CAN	Price quotation no. 01-51691 dated February 26, 2001 between PTL and Cominco American.
70	Coral Power, L.L.C.	909 FANNIN, SUITE 700HOUSTON, TX 77010UNITED STATES	Energy Purchase and Sale Agreement between Coral Power, L.L.C. and PTI effective as of April 10, 2002, as amended by a First Amendment dated as of March 16, 2004 and a Confirmation Agreement dated as of December 19, 2007, and as guaranteed by PTI pursuant to a Guaranty Agreement dated as of May 20, 2002. *

#	Name of Counterparty to Contract	Vendor Address	Contract
71	Coulson Manufacturing Ltd.	4890 CHERRY CREEK ROAD PORT ALBERNI, BC V9Y 8E9 CANADA	Confirmations of fibre transactions between Coulson Manufacturing Ltd. and PTL dated July 1, 2006 (as amended by letter dated July 26, 2006), August 28, 2006 (as amended by letter dated September 18, 2006) September 26, 2006 (as amended by letters dated October 30, 2006, January 1, 2007 and January 29, 2007) and April 1, 2007 (as amended by letter dated April 13, 2007).
72	Curtis Farms	29889 FAYETTEVILLE ROAD SHEDD, OR 97377 UNITED STATES	Farm lease dated November 22, 1985 between Pope & Talbot Pulp, Inc. and Curtis Farms, related guarantee entered into November 22, 1985 between PTI and Lillian Curtis Roberts and Don Curtis as amended by letter agreement dated July 24, 2006 between PTI and Curtis Farms.
73	Curtis Farms	29889 FAYETTEVILLE ROAD SHEDD, OR 97377 UNITED STATES	Operating agreement made September 28, 1994 between PTI and Curtis Farms, as amended by letter agreement dated March 23, 2007.
74	Custom Gasket Ltd.	975 WEST KENT AVENUE VANCOUVER, BC V6P 6K8 CANADA	Gasket supply agreement extension made as of March 23, 2007 between Custom Gaskets and Pope & Talbot Ltd., to supply gaskets to the Harmac Pulp Operation.
75	Cybershift, Inc.	239 NEW ROAD BUILDING A PARSHIPPANY, NJ 7054 UNITED STATES	Standard pricing agreement dated June 28, 2001 between Cybershift, Inc. and PTL, with terms of sales agreement dated June 28, 2001 and terms of maintenance agreement dated June 28, 2001.
76	Cybershift, Inc.	1500 DON MILLS ROAD SUITE 101 TORONTO, ON M3B 3K4 CANADA	Standard pricing agreement dated June 28, 2001 between Cybershift, Inc. and PTL, with terms of sales agreement dated June 28, 2001 and terms of maintenance agreement dated June 28, 2001.
77	Cybershift, Inc.	1500 DON MILLS ROAD SUITE 101 TORONTO, ON M3B 3K4 CANADA	Pricing Agreement made as of June 25, 2001 between Cybershift, Inc. and PTI.

#	Name of Counterparty to Contract	Vendor Address	Contract
78	DaimlerChrysler Financial Services Canada Inc.	LEASE 7001573995 PO BOX 2993 MILWAUKEE, WI 53201-2993 UNITED STATES	Lease agreement dated January 14, 2002 between PTL and DaimlerChrysler Financial Services Canada Inc.
79	DCT Chambers Trucking Ltd.	600 WADDINGTON DRIVE VERNON, BC V1T 8T6 CANADA	Chipping contract dated November 1, 2002 between PTL and DCT Chambers Trucking Ltd.
80	DELL CANADA INC.	C/O JP MORGAN CHASE 13450 102 AVE SURREY, BC V3T 5X6 CANADA	Master lease agreement number 920838 executed April 13, 2005 and April 8, 2005 respectively between Dell Financial Services Canada Limited and PTL.
81	Delwin Kropf	PO BOX 74 57887 MAPLE CIRCLE DRIVE CHRISTMAS VALLEY, OR 97641 UNITED STATES	Farm cooperater and contractor agreement made May 7, 2004 between PTI and Delwin Kropf.
82	Dong Hwa Sanup Co., Ltd.	16TH FLOOR DONG-HWA BUILDING 58-7 SEOSOMUN-DONG CHUNG-KU, SEOUL, 100-110 KOREA	Sales agency agreement effective October 1, 2001 between PTI and Dong Hwa Sanup Co., Ltd.*
83	Duz Cho Logging Ltd Partnershi	GENERAL DELIVERY MCLEOD LAKE, BC V0J 2G0 CANADA	Log supply agreement made as of July 16, 2007 between Duz Cho Logging Ltd. and Pope & Talbot Ltd., to supply 1500m3 of Hem/ SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.  Log supply agreement made as of October 1, 2007 between Duz Cho Logging Ltd. and Pope & Talbot Ltd., to supply 4000m3 of Hem/ SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.
84	Edward Kropf	29838 NIXON DRIVE HALSEY, OR 97348 UNITED STATES	Farm lease made July 19, 2004 between PTI and Edward Kropf, as amended by letter agreement dated July 24, 2006.
85	Edward Kropf	29838 NIXON DRIVE HALSEY, OR 97348 UNITED STATES	Operating agreement made July 19, 2004 between Mr. Ed Kropf and PTI, as amended by letter agreement dated July 24, 2006.

#	Name of Counterparty to Contract	Vendor Address	Contract
86	Ekman Co., Inc.	8750 NORTHWEST 36TH STREET SUITE 400 MIAMI, FL 33178- 2499 UNITED STATES	Sales agency agreement effective June 15, 2001 between PTI and Ekman Co., Inc.
87	Eko Logging	7702 JEAN DE BREBEUFER CRESNT PRINCE GEORGE, BC V2N 3P2 CANADA	Confirmation of fibre transaction dated November 30, 2006 between Eko Logging and PTL, Mackenzie Pulp Operations.
88	Emerald People's Utility District	33733 SEAVEY LOOP RD EUGENE, OR 97405- 9614 UNITED STATES	Contract for electrical services made March 4, 2002 between PTI and Emerald People's Utility District, as amended by letter agreement dated December 2, 2002.
89	Emerald People's Utility District	33733 SEAVEY LOOP RD EUGENE, OR 97405- 9614 UNITED STATES	Memorandum of understanding dated February 3, 1999 between PTI and Emerald People's Utility District.
90	Employee Benefits Management Services, Inc.	SERVICES, INC. ATTN: ACCOUNTING DEPT. PO BOX 21367 BILLINGS, MT 59104-1367 UNITED STATES	Administrative Services Agreement dated as of October 31, 2004 between Employee Benefits Management Services, Inc. and PTI.*
91	Erco Worldwide	A DIVISION OF SUPERIOR PLUS LP PO BOX 3536 COMMERCE COURT POSTAL STATION TORONTO, ON M5L 1K1 CANADA	Licence agreement made as of September 15, 1998 between Sterling Canada, Inc. and Pope & Talbot Inc., to license the CLO2 process at the Halsey Pulp facility
92	Esri	49 GERVAIS DRIVE DON MILLS, ON M3C1Y9 CANADA	Software license agreement between ESRI - and Pope & Talbot Inc. for desktop mapping software
93	Evergreen Intertrade Co., Ltd	17TH FL. SINN SATHORN TOWER 77/66 KRUNGTHONBURI ROAD KLONGSARN BANGKOK THAILAND, 10600 THAILAND	Sales agency agreement effective October 1, 1999 between PTI and Evergreen Intertrade Co., Ltd.*

#	Name of Counterparty to Contract	Vendor Address	Contract
94	Fibre Marketing, Inc	6860 SW WINDING WAY CORVALLIS, OR 97333 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated November 7, 2007 between PTI and Fibre Marketing, Inc.
95	Firewater Enterprises Ltd	9064 MILWAUKEE WAY PRINCE GEORGE, BC V2N 5T3 CANADA	Log supply agreement made as of July 9, 2007 between Firewater Enterprises and Pope & Talbot Ltd., to supply 1000m3 of Hem/ SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.
96	First American Title Insurance Company of Oregon and Abelco Finance LLC.	INSURANCE CO. OF OREGON PACIFIC NW BANK 888 SW 5TH AVE. SUITE 600 PORTLAND, OR 97204 UNITED STATES	Fee and Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of June 28, 2006 among PTI, PTL, First American Title Insurance Company of Oregon and Abelco Finance LLC.
97	Fletcher Challenge Canada Limited (now is Catalyst Paper Corporation), Howe Sound Pulp and Paper Limited Partnership and Western Pulp Limited Partnership	<p>HOWE SOUND PULP AND PAPER L.P 2900-1055 DUNSMUIR STREET PO BOX 49420 BENTAL POSTAL STN VANCOUVER, BC V7X 1B5 CANADA</p> <p>WESTERN PULP L.P. SUITE 1500 505 BARRARD ST. BOX 51 VANCOUVER, BC V7X 1M5 CANADA</p> <p>FLETCHER CHALLENGE CANADA LIMITED (NOW: CATALYST PAPER CORPORATION) 2ND FLOOR, 3600 LYSANDER LANE RICHMOND, BC V7B 1C3 CANADA</p>	Vancouver Island Gas restated joint venture agreement effective November 1, 1994 between Fletcher Challenge Canada Limited, Harmac Pacific Inc., Howe Sound Pulp and Paper Limited, MacMillan Bloedel Limited and Western Pulp Limited Partnership.

#	Name of Counterparty to Contract	Vendor Address	Contract
98	Fletcher Challenge Canada Limited (now MPL)	INTERCOMPANY AGREEMENT	Statutory right of way dated March 13, 2000 in favour of Fletcher Challenge Canada Limited (now MPL) over PID 024-184-497.
99	Fletcher Challenge Canada Limited (now MPL)	INTERCOMPANY AGREEMENT	Statutory right of way no. 703398 dated July 3, 1996 in favour of Fletcher Challenge Canada Limited (now MPL) over PID 023-366-583.
100	Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.)	705 DELANEY AVENUESLOCAN, BC V0G 2C0CANADA	Chip Supply Agreement between Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.) and TimberNorth Forest Ltd. and TimberWest Forest Ltd. (now Pope & Talbot Ltd.) dated January 19, 1996, as amended;
101	Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.)	BOX 39 RANDIUM HOT SPRINGS BC V0A 1MO CANADA	Chip Supply Agreement between Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.) and TimberNorth Forest Ltd. and TimberWest Forest Ltd. (now Pope & Talbot Ltd.) dated January 19, 1996, as amended;
102	Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.)	301-1700 WEST 75TH AVENUE VANCOUVER, BC V6P 6G2 CANADA	Chip Supply Agreement between Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.) and TimberNorth Forest Ltd. and TimberWest Forest Ltd. (now Pope & Talbot Ltd.) dated January 19, 1996, as amended;
103	FMC of Canada Limited	PO BOX 219 POSTAL STATION "A" VANCOUVER, BC V6C 2M3 CANADA	Purchase Agreement dated November 1, 1996 between FMC of Canada Limited and PTL-Harmac Division.
104	Forest Fibres Limited	1437 SOPERA AVENUE CORAL GABLES, FL 33134 UNITED STATES	Wood pulp contract made as of December 3, 2004 between PTPSUS and Forest Fibres Limited.
105	Frank Lumber Company, Inc	DRAWER #9 MILL CITY, OR 97360	Chip purchase agreement made and entered into effective October 1, 1996 between PTI and Frank Lumber Company, Inc. as amended by letter agreement dated April 23, 2007.
106	Frank Lumber Company, Inc	DRAWER #9 MILL CITY, OR 97360	Sawdust purchase agreement executed August 27, 1980 and September 1 respectively between PTI and Frank Lumber Co., Inc., as amended by letter agreement dated October 30, 2006.



#	Name of Counterparty to Contract	Vendor Address	Contract
107	Frank Lumber Company.	DRAWER #9 MILL CITY, OR 97360	Confirmation of price adjustment for Douglas fir chip transactions dated August 2, 2007 between PTI and Frank Lumber Company.
108	Freres Lumber Company.	M/S 22 PO BOX 5700 PORTLAND, OR 97228 UNITED STATES	Confirmation of price adjustment for softwood chip transactions dated August 2, 2007 between PTI and Freres Lumber Company.
109	Freres Lumber Company.	M/S 22 PO BOX 5700 PORTLAND, OR 97228 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated August 2, 2007 between PTI and Freres Lumber Company.
110	GE Capital Technology Management Services Inc.	1050-400 BURRARD STREET VANCOUVER, BC V6C 3A6 CANADA	Master Lease Agreement between GE Capital Technology Management Services Inc. and PTL dated as of December 10, 1997 as amended March 31, 2003.
111	Geac Enterprise Solutions, Inc. (now known as Infor Global Solutions)	NW 5421 P.O. Box 1450 Minneapolis, MN 55485-5421	Appcare Agreement between Geac Enterprise Solutions, Inc. (now known as Extensity, Inc.) and Pope & Talbot, Inc. dated August 6, 2002, amended July 26, 2004, and further amended August 8, 2006.*
112	Gearbulk Pool Ltd.	PO BOX HM 2257 PAR LA VILLE PLACE 14 PAR-LA-VILLE ROAD HAMILTON, BERMUDA, BERMUDA	Contract of affreightment dated November 2, 2005 between PTI and Gearbulk Pool Ltd.
113	General Chemical (Us)	DEPT 1068 PO BOX 121068 DALLAS, TX 75312-1068 UNITED STATES	Sulfuric Acid supply agreement made as of November 20, 2006 between General Chemical Corporation and Pope & Talbot Inc, to supply sulfuric acid to the Halsey Pulp Operation.
114	General Chemical Performance Products LLC	PRODUCTS LLC PO BOX 8870 POSTAL STATION "A" TORONTO, ON M5W 1P8 CANADA	Supply agreement entered into as of January 1, 2004 between General Chemical Corporation and PTI, as amended by first amendment to supply agreement dated November 16, 2006 between General Chemical Performance Products LLC and PTL.*

#	Name of Counterparty to Contract	Vendor Address	Contract
115	General Electric Capital Corporation	BOX C-97550BELLEVUE, WA 98008UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)
116	General Electric Commerical Finance Business Property	STEVEN R. WILKINS VICE PRESIDENT 5335 SW MEADOWS ROAD, SUITE 450 LAKE OSWEGO, OR 97035 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)
117	Georgia Pacific Corporation	P.O. BOX 215 HALSEY, OR 97348 UNITED STATES	Wood pulp contract executed September 13, 2006 between PTPSUS and Georgia Pacific Corporation.
118	Georgia-Pacific West, Inc.	FILE 074457 PO BOX 60000 SAN FRANCISCO, CA 94160 UNITED STATES	Wood exchange agreement dated January 1, 2007 between Georgia-Pacific West, Inc. and PTI.
119	Georgia-Pacific West, Inc.	FILE 074457 PO BOX 60000 SAN FRANCISCO, CA 94160 UNITED STATES	Natural Gas Procurement Agreement between Georgia-Pacific West, Inc. and PTI dated June 25, 2001.

#	Name of Counterparty to Contract	Vendor Address	Contract
121	Goldenrod Asset Management, Inc.	C/O WELLS FARGO & CO. 733 MARQUETTE AVENUE, #00 MINNEAPOLIS, MN 55402 UNITED STATES	First Amended and Restated Agreement of Limited Partnership made as of December 27, 2001 between PTI and Goldenrod Asset Management, Inc.
122	Goldenrod Asset Management, Inc.	C/O WELLS FARGO & CO. 733 MARQUETTE AVENUE, #00 MINNEAPOLIS, MN 55402 UNITED STATES	Inducement Agreement made as of December 26, 2001 between PTI and Goldenrod Asset Management, as amended by letter agreement dated June 28, 2006. *
123	Goldenrod Asset Management, Inc.	C/O CHIEF CREDIT OFFICER WELLS FARGO EQUIPMENT FINANCE, INC. 733 MARQUETTE AVENUE, SUITE 700 MINNEAPOLIS, MINNESOTA 55402	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)
124	Grafton Agra-Forestry Ltd	19235 EENA LAKE ROAD PRINCE GEORGE, BC V2K 5K6 CANADA	Confirmation of fibre transaction (undated) between Grafton Agra-Forestry Ltd and PTL, Mackenzie Pulp Operations.
125	Graymont Western US Inc.	1220 ALEXANDER AVENUE TACOMA, WA 98421 UNITED STATES	Lime supply agreement dated October 14, 2005 between Graymont Western US Inc. and PTI.*
126	Halsey CLO2 Limited Partnership	INTERCOMPANY AGREEMENT	Operations and maintenance agreement made as of December 4, 2001 between Halsey CIO2 Limited Partnership and Halsey Operations Co., as assigned by Halsey Operations Co. to PTL pursuant to an assignment of operations agreement dated June, 2006 between Halsey Operations Co. and PTL.
127	Halsey CLO2 Limited Partnership	INTERCOMPANY AGREEMENT	Assignment of Operations Agreement dated June 28, 2006 between Halsey Operations Co. and PTL

#	Name of Counterparty to Contract	Vendor Address	Contract
128	Halsey CLO2 Limited Partnership	INTERCOMPANY AGREEMENT	CLO2 Facility Output and Services Agreement dated as of December 4, 2001 between PTI and Halsey CLO2 Limited Partnership. *
129	Halsey CLO2 Limited Partnership	INTERCOMPANY	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CLO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CLO2 Site.)
130	Halsey Operations Company	INTERCOMPANY	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CLO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CLO2 Site.)
131	Hampton Affiliates.	JIM SCHULDT HAMPTON AFFILIATES PO BOX 189 RANDLE, WA 98377 USA	Confirmation of price adjustment for softwood sawdust transactions dated October 9, 2007 between PTI and Hampton Affiliates.
132	Hampton Lumber Mills, Inc.	9600 SW BARNES ROAD SUITE 200 PORTLAND, OR 97225-6666 UNITED STATES	Sawdust purchase agreement effective January 1, 2004 between Hampton Lumber Mills, Inc., and PTI as amended by two letter agreements dated April 13, 2007.

#	Name of Counterparty to Contract	Vendor Address	Contract
133	Heller Financial Leasing	JEFF FITTS HELLER FINANCIAL LEASING 500 W. MONROE, 29TH FLOOR CHICAGO, IL 90661 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)
134	Hercules Canada Inc C3104	PO BOX 9110 STATION M CALGARY, AB T2P 5E1 CANADA	Chemical supply agreement made as of May 1, 2007 between Hercules Canada- Pulp & Paper Division and Pope & Talbot Ltd., to supply Optisperse HP54740, Control IS3070 and Steamate PAS6067 to the Mackenzie Pulp Operations in Mackenzie, B.C.
135	HM&PM Anderson (aka: HM & PE Anderson Enterprises Ltd.)	207-1638 SIX AVENUE PRINCE GEORGE, BC V2L 3N6 CANADA	Confirmation of fibre transaction dated February, 2007 between HM&PM Anderson and PTL, Mackenzie Pulp Operations.
136	Hull-Oakes Lumber Co	PO BOX 40 MONROE, OR 97456 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated September 6, 2006 between PTI and Hull-Oakes Lumber Co.
137	Hyster Sales Company	PO BOX 7006 GREENVILLE, NC27835 UNITED STATES	Lease agreement dated May 29, 2003 between Hyster Sales Company and PTI.
138	Hyster Sales Company	PO BOX 7006 GREENVILLE, NC 27835 UNITED STATES	Lease agreement dated May 29, 2003 between Hyster Sales Company and PTI.
139	IBM Credit Corporation	PO BOX 676673DALLAS, TX 75267-6673 UNITED STATES	Master Lease Agreement between IBM Credit Corporation and PTI dated as of August 3, 1995.

#	Name of Counterparty to Contract	Vendor Address	Contract
140	IGI Resources Inc., Howe Sound Pulp and Paper Limited Partnership and Western Pulp Limited Partnership	IGI RESOURCES, INC. SUITE 300 701 MORRISON KNUDSEN DRIVE BOISE, ID 83707 UNITED STATES  HOWE SOUND PULP AND PAPER L.P 2900-1055 DUNSMUIR STREET PO BOX 49420 BENTAL POSTAL STN VANCOUVER, BC V7X 1B5 CANADA  WESTERN PULP L.P. SUITE 1500 505 BURRARD ST. BOX 51 VANCOUVER, BC V7X 1M5 CANADA	Gas marketing services agreement effective July 1, 2004 between Howe Sound Pulp and Paper Limited Partnership, PTL, and Western Pulp Limited Partnership and IGI Resources Inc.
141	Ikon Financial Services	P.O. BOX 650073 DALLAS, TX 75265-0073 UNITED STATES	Lease Agreement 1579326 made as of February 21, 2005 between PTI and Ikon Financial Services. *
142	Ikon Financial Services	P.O. BOX 650073 DALLAS, TX 75265-0073 UNITED STATES	Lease Agreement 2014106 made as of January 5, 2007 between PTI and Ikon Financial Services.*
143	Incentra Solutions Nw	DEPT 1765 DENVER, CO 80291-1765 UNITED STATES	Hardware service agreement. No activity since Apr-06
144	Indus International Inc.	DEPT. GA 00433 PO BOX 530109 ATLANTA, GA 33530109 UNITED STATES	Software support agreement between Indus International Inc. - and Pope & Talbot Inc. for Harmac's MPAC system; recently sold out to Ventyx.
145	Interfor Pacific Inc.	PO BOX 638 GILCHRIST, OR 97737 UNITED STATES	Letter agreement dated October 16, 2007 amending Residual Products Sales Agreement between PTI and Interfor Pacific Inc.

#	Name of Counterparty to Contract	Vendor Address	Contract
146	International Business Machines Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Notes with Collaboration User License +SW Maintenance 12 Months between Pope & Talbot, Inc. and International Business Machines Corporation dated October 18, 2006.*
147	International Business Machines Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Notes with Collaboration User from Notes Messaging or Domino Web Access Collaboration Trade Up License +SW Maintenance 12 Months between Pope & Talbot, Inc. and International Business Machines Corporation dated October 18, 2006.*
148	International Business Machines Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Domino Enterprise Server Value Unit Annual SW Maintenance Renewal between Pulp & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.*
149	International Business Machines Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Notes with Collaboration User Annual SW Maintenance Renewal between Pulp & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.*
150	International Business Machines Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Domino Designer User Annual SW Maintenance Renewal between Pulp & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.*
151	Interstate Distributor Co.	PO BOX 94334 SEATTLE, WA 98124-6634 UNITED STATES	Rate Schedule No. 438 between Interstate Distributor Co. and PTI (8th revised) issued March 9, 2007.
152	James Hardie Building Products, Inc.	26300 LA LALMEDA SUITE 250 MISSION VIEJO, CA 92691 UNITED STATES	Supply agreement made January 1, 2005 between James Hardie Building Products, Inc. and PTI, as amended by addendum 1 dated February 8, 2006.*
153	James River Paper Company, Inc. and James River Corporation of Virginia	521 CHKALOU DRIVE VANCOUVER, WA 98684	Settlement and operating agreement dated August 9, 1991 between PTI and James River Paper Company, Inc. and James River Corporation of Virginia as amended by amendment to the August 9, 1991 settlement and operating agreement dated February 7, 1996 between PTI and James River Paper Company, Inc. and James River Corporation of Virginia.*

#	Name of Counterparty to Contract	Vendor Address	Contract
154	James Van Leeuwen	27070 IRISH BEND LOOPHALSEY, OR 97348 UNITED STATES	Farm lease made July 19, 2004 between James Van Leeuwen and PTI, as amended by letter agreement dated March 23, 2007.
155	Jerry Myatovic	4220 NORTHWOOD PULP MILL RD PRINCE GEORGE, BC V2K 5R8 CANADA	Confirmation of fibre transaction dated November 15, 2006 between Jerry Myatovic and PTL, Mackenzie Pulp Operations.
156	K&G Logging	9189 NIELSON ROAD PRINCE GEORGE, BC V2K 5T6 CANADA	Confirmation of fibre transaction dated February, 2007 between K&G Logging and PTL, Mackenzie Pulp Operations.
157	K&G Logging	9189 NIELSON ROAD PRINCE GEORGE, BC V2K 5T6 CANADA	Confirmation of fibre transaction dated November 30, 2006 between K&G Logging and PTL, Mackenzie Pulp Operations.
158	Kemira Chemicals Canada Inc.	PO BOX 160 ST CATHERINES, ON L2R 6S4 CANADA	Defoamer supply agreement dated January 1, 2007 between PTL and Kemira Chemicals Canada Inc.
159	Kemira Chemicals, Inc.	PO BOX 101474 ATLANTA, GA 30392 UNITED STATES	Pricing Agreement effective November 1, 2005 between Kemira Chemicals, Inc. and PTL.
160	Keybank, N.A.	601 108TH AVENUE NE PO BOX 90027 BELLEVUE, WA 98009-9027 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)
161	Kimberly-Clark Global Sales, Inc.	ATTN: ACCOUNTS PAYABLE P.O. BOX 981745 EL PASO, TX 79998- 1745 UNITED STATES	Pulp supply agreement made as of January 1, 2005 between Kimberly-Clark Global Sales, Inc. and PTI.*



#	Name of Counterparty to Contract	Vendor Address	Contract
162	Kitwanga Lumber Company	#04-8501 162ND STREET SURREY, BC V4N 1B2 CANADA	Letter agreement dated June 10, 2005 between Kitwanga Lumber Company and PTL, as amended by letter agreement dated November 21, 2006, confirmation of fibre transaction dated November 10, 2006, addendum dated December 12, 2006, and letter agreement dated January 1, 2007.
163	Kollbrand Holdings Ltd	BOX 1679 MACKENZIE, BC V0J 2C0 CANADA	Log supply agreement made as of July 29, 2007 between Kollbrand Holdings Ltd. and Pope & Talbot Ltd., to supply 500m3 of Hem/ SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.
164	Lakeland Sawmills	BOX 1358 PRINCE GEORGE, BC V2L 4V4 CANADA	Confirmation of fibre transaction dated December 1, 2006 between Lakeland Sawmills and PTL, Mackenzie Pulp Operations.
165	Lawson Associates, Inc.	PO BOX 2395 CAROL STREAM, IL 60132-2395 UNITED STATES	Lawson Software Product License Agreement between Lawson Associates, Inc. and Pope & Talbot, Inc. dated November 7, 1997 (with subsequent amendments).*
166	Lawson Software, Inc.	PO BOX 2395 CAROL STREAM, IL 60132-2395 UNITED STATES	Lawson Software, Inc. Services Agreement between Lawson Software, Inc. and Pope & Talbot, Inc. dated March 13, 2006.*
167	Licar Management Group	PROPERTY MANAGEMENT 9908 - 96TH AVENUE FORT ST. JOHN, BC V1J 6X9 CANADA	Lease agreement made as of November 1, 2005 between 683090 B.C. Ltd. (Licar Management) and Pope & Talbot, Ltd. for the lease of office space in Mackenzie, B.C.
168	Lindy Schrem (aka: LW Schram Ventures)	2430 JASPER STREET PRINCE GEORGE, BC V2L 1P1 CANADA	Confirmation of fibre transaction dated November 3, 2006 between Lindy Schrem and PTL, Mackenzie Pulp Operations.
169	Logland/Pete Kylo (aka: 742412 B. C. Ltd)	BAG 1950 MACKENZIE, BC V0J 2C0	Confirmation of fibre transaction dated December 20, 2006 between Logland/Pete Kylo and PTL, Mackenzie Pulp Operations.

#	Name of Counterparty to Contract	Vendor Address	Contract
170	MacMillan Bloedel Limited (now Western Forest Products)	3RD FLOOR 435 TRUNK ROAD DUNCAN, BC V9L 2P9 CANADA	Chip and Pulp Log Supply Agreement between MacMillan Bloedel Limited (now Western Forest Products) and Harmac Pacific Inc. (now Pope & Talbot Ltd.) dated May 26, 1994, as amended;
171	Marmon / Keystone Canada Inc.	27447 - 56TH AVENUELANGLEY, BC V4W 3X1CANADA	Supply agreement made as of October 11, 2005 between Marmon/ Keystone Canada Inc. and Pope & Talbot Ltd., to supply the company's stores at the Nainamo Pulp Operation.
172	Marsulex Inc.	DEPT 771288 PO BOX 77000 DETROIT, MI 48277- 1288 UNITED STATES	Sulphuric Acid Supply Agreement dated January 1, 2007 between Marsulex Inc. and PTL.
173	Master Designs Inc.	1695 PEARSON AVENUE PRINCE GEORGE, BC V2L 4K7 CANADA	Confirmation of fibre transaction dated January 22, 2007 between Master Designs Inc. and PTL, Mackenzie Pulp Operations.
174	MD Lang Papier GmbH and Madison Paper Company	NICOLAUSSTRASSE 7 D-94447 PLATTLING GERMAN, GERMANY	Wood pulp contract made as of December 9, 2004 between PTL and MD Lang Papier GmbH and Madison Paper Company, as amended by addendum 1 dated May 23, 2005 between PTI and MD Lang Papier GmbH.
175	MD LEIPA/Georg Leinfelder GmbH	KUHHEIDE 34 SCHWEDT D-16303 DERMANY	Wood pulp contract made as of November 13, 2006 between PTPSUS and MD LEIPA/Georg Leinfelder GmbH.
176	Medbulk Maritime (a.k.a.: Anglo Canadian Shipping Co)	SUITE 1100 900 WEST HASTINGS STREET VANCOUVER, BC V6C 1E5 CANADA	Contract of affreightment dated November 1, 2006 between PTI and Medbulk Maritime.
177	Melvin Mark Properties	UNIT 01 MELVIN MARK COMPANIES PO BOX 4500 PORTLAND, OR 97208-4500 UNITED STATES	Lease dated April 26, 1999 between Crown Plaza and PTI for a portion of the first and second floors of Portland office building
178	Meridian Specialties Inc.	2800 VIKING WAY RICHMOND, BC V6V 1N5 CANADA	Supply agreement between Meridian and Pope & Talbot Ltd. for stores supplies for Nainamo Pulp Operation.

#	Name of Counterparty to Contract	Vendor Address	Contract
179	Mike Hoffart (aka: parsnip River Forestry Inc.)	BOX 2198 MACKENZIE, BC V0J 2C0 CANADA	Confirmation of fibre transaction dated November 2, 2006 between Mike Hoffart and PTL, Mackenzie Pulp Operations.
180	Miquel y Costas y Miquel S.A.	TUSET, 10 BARCELONA, SPAIN, 8006 SPAIN	Wood pulp contract made as of January 1, 2005 between PTL and Miquel y Costas y Miquel S.A.
181	Mitchell Bros.	BLDG 3 SUITE 100 600 E MARITIME AVENUE VANCOUVER, WA 98661 UNITED STATES	Agreement between Mitchell Bros. and PTI (for 2007 rates, but subsequently adjusted for 2008 at \$315 plus fuel surcharge).
182	Monolith Holdings Ltd	BOX 587 BURNS LAKE, BC V0J 1E0 CANADA	Small purchases of logs. Under short term contract (may only be a PO)
183	Moritz J. Weig GmbH & Co. KG,	POLCHER STRASSE 113 MAYEN, DE D-56727 GERMANY	Wood pulp contract no. 2005 made as of December 1, 2004 between PTL and Moritz J. Weig GmbH & Co. KG, as amended by amendment number 1 dated January 6, 2006.
184	MPL	INTERCOMPANY AGREEMENT	Bare trust and agency agreement made as of December 31, 2001 between PTL and MPL.
185	MPL	INTERCOMPANY AGREEMENT	License over PID: 024-184-411, Lot A, District Lot 12478, Caribou District, Plan PGP42628, appurtenant to Easement PM45176, in respect of the use of the moorage site, docks and related facilities thereon.
186	Myllykoski Continental GmbH	ETELAESPLANADI 20 FIN00130, HELSINKI FINLAND	Woodpulp contract concluded on April 11, 2007 between Myllykoski Continental GmbH and PTL.*
187	N/A	INTERCOMPANY AGREEMENT	Option to purchase dated May 26, 1994 from The Nature Trust of British Columbia to MacMillan Bloedel Limited for PIDs 004-674-006, 004-678-478, and 004-678-486, as assigned by MacMillan Bloedel Limited to Harmac Pacific Inc. (now PTL) on May 26, 1994 (charge £H70652 (assignment of R69305)).

#	Name of Counterparty to Contract	Vendor Address	Contract
188	N/A	INTERCOMPANY AGREEMENT	Statutory right of way no. 105854 dated March 12, 1998 in favour of Harmac Pacific Inc. (now PTL) over PID 024-089-320 (charge #EM24688).
189	N/A	INTERCOMPANY AGREEMENT	Statutory right of way dated May 1, 1999 in favour of Harmac Pacific Inc. (now PTL) over PID 002-308-151 (charge #N 39180).
190	N/A	INTERCOMPANY AGREEMENT	Statutory right of way in favour of Harmac Pacific Inc. (now PTL) over PID 002-308-151, registered May 24, 1994, charge #EH 70653 (assignment of EH54371).
191	N/A	INTERCOMPANY AGREEMENT	Statutory right of way dated May 1, 2005 in favour of Harmac Pacific Inc. (now PTL) over PID 002-308-151.
192	N/A	INTERCOMPANY AGREEMENT	Statutory right of way dated May 24, 1994 in favour of Harmac Pacific Inc. (now PTL) over PIDs 008-996-369 and 008-996-318 (charge #H70648).
193	N/A	INTERCOMPANY AGREEMENT	Statutory right of way dated May 24, 1994 in favour of Harmac Pacific Inc. (now PTL) over PIDs 023-922-893, 023-922-907 and 023-922-915 (charge #H70647).
194	Nalco Company	5210 NW FRUIT VALLEY RD. VANCOUVER, WA 98660 USA	Supply agreement between Nalco total water management and Pope & Talbot Ltd. for water treatment chemicals for the Halsey Pulp Operation.

#	Name of Counterparty to Contract	Vendor Address	Contract
195	Nanaimo Port Authority	PO BOX 131 NANAIMO, BC V9R 5K4 CANADA	Lease agreement dated for reference November 1, 2004 between Nanaimo Port Authority and PTL.
196	Nanaimo Port Authority	PO BOX 131 NANAIMO, BC V9R 5K4 CANADA	Lease agreement dated for reference November 1, 2004 between Nanaimo Port Authority and PTL.
197	National Silicates	429 KIPLING AVENUE ETOBICOKE, ON M8Z 5C7 CANADA	Contractual agreement between PTL and National Silicates executed November 28, 2000 and November 16, 2000, respectively, with letter dated September 19, 2006 and related correspondence.
198	Neopost Leasing	PO BOX 45822 SAN FRANCISCO, CA 94145-0822 UNITED STATES	Agreement dated January 29, 2003 between Neopost Leasing and PTI.
199	NEPS, LLC	7 STILES ROAD SUITE 201 ATTN: ACCOUNTS RECEIVABLE SALEM, NH 3079 UNITED STATES	Software Maintenance Agreement made as of September 13, 2007 between PTI and NEPS, LLC.*
200	Nexen Chemicals Canada Limited Partnership	C/O VH 1002 PO BOX 9520 STATION TERMINAL VANCOUVER, BC V6B 6E7 CANADA	Caustic soda sales contract effective August 1, 2001 between Nexen Chemicals Canada Limited Partnership and PTL - Harmac Pulp Operations and Pope & Talbot Mackenzie Pulp Operations Ltd.*
201	Nexen Chemicals Canada Limited Partnership	C/O VH 1002 PO BOX 9520 STATION TERMINAL VANCOUVER, BC V6B 6E7 CANADA	Sodium chlorate sales contract effective August 1, 2001 between Nexen Chemicals Canada Limited Partnership and PTL - Harmac Pulp Operations and Pope & Talbot Mackenzie Pulp Operations Ltd.*
202	Nexen Chemicals Canada Ltd.	C/O VH 1002 PO BOX 9520 STATION TERMINAL VANCOUVER, BC V6B 6E7 CANADA	Sub-lease aquatic lands (of lease of aquatic lands no. 103441) effective August 1, 2005 between PTL and Nexen Chemicals Canada Ltd.
203	Nexen Chemicals Canada Ltd.	C/O VH 1002 PO BOX 9520 STATION TERMINAL VANCOUVER, BC V6B 6E7 CANADA	Sub-lease aquatic lands (of lease of aquatic lands no. 103441) effective August 1, 2005 between PTL and Nexen Chemicals Canada Ltd.

#	Name of Counterparty to Contract	Vendor Address	Contract
204	NLS Ltd./Rahn Forest Prod	871-3RD AVENUE UNIT APRINCE GEORGE, BC V2L 3C7CANADA	Confirmation of fibre transaction dated January 10, 2007 between NLS Ltd./Rahn Forest Prod. and PTL, Mackenzie Pulp Operations.
205	Norpac Controls	30 GOSTICK PLACE NORTH VANCOUVER, BC V7M 3G3 CANADA	Limited options, distribution rights in the region.
206	Northern Lumber Solutions	871-3RD AVENUE UNIT A PRINCE GEORGE, BC V2L 3C7 CANADA	Confirmation of fibre transaction dated February, 2007 between Northern Lumber Solutions and PTL, Mackenzie Pulp Operations.
207	Northern Lumber Solutions	871-3RD AVENUE UNIT A PRINCE GEORGE, BC V2L 3C7 CANADA	Confirmation of fibre transaction dated January 22, 2007 between Northern Lumber Solutions and PTL, Mackenzie Pulp Operations.
208	Northstar Chemical Inc.	MSØ1 PO BOX 5700 PORTLAND, OR 97228 UNITED STATES	Supply agreement entered into as of May 1, 2003 between Northstar Chemical Inc. and PTI, as amended by first amendment dated April 10, 2006 and by second amendment dated May 3, 2007.*
209	Northwest Jeep Eagle	10600 SW CANYON ROAD BEAVERTON, OR 97005 UNITED STATES	Motor vehicle lease agreement dated December 10, 2004 between Northwest Jeep Eagle and PTI.
210	Ondeo Nalco Company	PO BOX 9130 POSTAL STATION M CALGARY, AB T2P 5E1 CANADA	Supply agreement entered into as of October 1, 2002 by and between Ondeo Nalco Company and PTI.
211	Oracle Corporation	P.O. BOX 71028 CHICAGO, IL 60694- 1028 USA	Software license agreement between Oracle Corp and Pope & Talbot Inc. for use of Oracle software.
212	Oracle Corporation	PO BOX 44471 SAN FRANCISCO, CA 94144-4471 UNITED STATES	Software license agreement between Oracle Corp and Pope & Talbot Inc. for use of Oracle software.
214	Perceptive Software, Inc.	PO BOX 872869 KANSAS CITY, MO 64187-2869 UNITED STATES	Software Maintenance and Support Agreement made as of February 18, 2004 between PTI and Perceptive Software, Inc.

#	Name of Counterparty to Contract	Vendor Address	Contract
215	PG Sort Yard	8545 WILLOW CALE FOREST ROAD PRINCE GEORGE, BC V2N 6Z9 CANADA	Confirmation of fibre transaction (undated) between PG Sort Yard and PTL, Mackenzie Pulp Operations.
216	Port of Nanaimo Authority.	PO BOX 131 NANAIMO, BC V9R 5K4 CANADA	Purchase order no. 07-S1232 dated January 2, 2007 between PTL and Port of Nanaimo Authority.
217	Portland & Western Railroad	PO BOX 111720 TACOMA, WA 98411 UNITED STATES	Letter Quote No. 080107.001 between PTI and Portland & Western Railroad effective as of January 7, 2008 (letter quote technically expired but counter party currently honoring quotes).
218	Praxair Canada Inc.	PRAXAIR CANADA INC. PO BOX 400 STATION D SCARBOROUGH, ON M1R 5M1 CANADA	VPSA oxygen supply agreement made February 22, 2001 between Praxair Canada Inc. and Norske Skog Canada Mackenzie Pulp Limited.*
219	Praxair Canada Inc.	PRAXAIR CANADA INC. PO BOX 400 STATION D SCARBOROUGH, ON M1R 5M1 CANADA	Gas supply and service agreement no. 07-1938 dated May 7, 2001 between Praxair Canada Inc. and Norske Skog Canada Mackenzie Pulp Limited.*
220	Praxair Canada Inc.	PRAXAIR CANADA INC. PO BOX 400 STATION D SCARBOROUGH, ON M1R 5M1 CANADA	Gas supply and service agreement no. 07-1086 dated July 13, 1993 between Praxair Canada Inc. and Fletcher Challenge Canada Limited Mackenzie Pulp Division, with letter dated June 28, 2001 to Norske Skog Mackenzie Pulp Division.
221	Praxair Canada Inc.	DIV OF PRAXAIR CANADA INC. PO BOX 2877 STATION M CALGARY, AB T2P 2M7 CANADA	Gas supply and service agreement no. 07-2099 dated January 1, 2004 between Praxair Canada Inc. and PTL – Harmac Pulp Operations.*

#	Name of Counterparty to Contract	Vendor Address	Contract
222	Province of British Columbia	MINISTER OF FINANCE MINISTRY OF AGRICULTURE & LAND LAND SECTION PO BOX 34096 STN D VANCOUVER, BC V6J 4M1 CANADA	Lease of aquatic lands no. 103441 dated for reference August 1, 1990 between Her Majesty the Queen in right of the Province of British Columbia and MacMillan Bloedel Limited, as assigned by MacMillan Bloedel Limited to Harmac Pacific Inc. pursuant to an agreement dated for reference May 26, 1994 between MacMillan Bloedel Limited, Harmac Pacific Inc. and the Majesty the Queen in right of the Province of British Columbia. This lease is subject to a sublease by way of mortgage in favour of Ableco Finance LLC.
223	Province of British Columbia / MacMillan Bloedel Limited	MINISTER OF FINANCE MINISTRY OF AGRICULTURE & LAND LAND SECTION PO BOX 34096 STN D VANCOUVER, BC V6J 4M1 CANADA	Lease of aquatic lands no. 103441 dated for reference August 1, 1990 between Her Majesty the Queen in right of the Province of British Columbia and MacMillan Bloedel Limited, as assigned by MacMillan Bloedel Limited to Harmac Pacific Inc. pursuant to an agreement dated for reference May 26, 1994 between MacMillan Bloedel Limited, Harmac Pacific Inc. and the Majesty the Queen in right of the Province of British Columbia.
224	Province of British Columbia / MacMillan Bloedel Limited	MINISTER OF FINANCE MINISTRY OF AGRICULTURE & LAND LAND SECTION PO BOX 34096 STN D VANCOUVER, BC V6J 4M1 CANADA	Lease of aquatic lands no. 103441 dated for reference August 1, 1990 between Her Majesty the Queen in right of the Province of British Columbia and MacMillan Bloedel Limited, as assigned by MacMillan Bloedel Limited to Harmac Pacific Inc. pursuant to an agreement dated for reference May 26, 1994 between MacMillan Bloedel Limited, Harmac Pacific Inc. and the Majesty the Queen in right of the Province of British Columbia.
225	Province of British Columbia / Nanaimo Port Authority	MINISTER OF FINANCE MINISTRY OF AGRICULTURE & LAND LAND SECTION PO BOX 34096 STN D VANCOUVER, BC V6J 4M1 CANADA	Non-disturbance agreement dated for reference and made as of November 1, 2004 between Her Majesty the Queen in right of the Province of British Columbia and Nanaimo Port Authority and PTL.



#	Name of Counterparty to Contract	Vendor Address	Contract
226	Province of British Columbia / Nanaimo Port Authority	PO BOX 131 NANAIMO, BC V9R 5K4 CANADA	Non-disturbance agreement dated for reference and made as of November 1, 2004 between Her Majesty the Queen in right of the Province of British Columbia and Nanaimo Port Authority and PTL.
227	PTI	INTERCOMPANY AGREEMENT	Assignment and Assumption Agreement dated as of June 28, 2006 by and between PTI and PTL (Also relates to Halsey Mill Facility).
228	PTL	INTERCOMPANY AGREEMENT	Canadian Pulp Sales Representative Agreement between PTPSUS and PTL.
229	PTL	INTERCOMPANY AGREEMENT	Pulp Sales Representative Agreement made as of June 28, 2006 between PTPSUS and PTL.
230	PTL	INTERCOMPANY AGREEMENT	U.S. Pulp Sales Representative Agreement between PTPSUS and PTI.
231	PTL	INTERCOMPANY AGREEMENT	Site lease dated June 28th, 2006 between PTI and PTL for the Halsey pulp mill.
232	PTL	INTERCOMPANY AGREEMENT	Management Services Agreement by and between PTI and PTL.
233	PTPS Europe / PTL	INTERCOMPANY AGREEMENT	Sales Representative Agreement made as of January 1, 2006 between Pope & Talbot Pulp Sales Europe, PTI and PTL, as amended by the Addendum to the January 1, 2006 Sales Representative Agreement dated June 28, 2006.
234	Puget Sound Truck Lines	PO BOX 24286SEATTLE, WA 98124-0286UNITED STATES	Rate Confirmation between Puget Sound Truck Lines and PTI effective as of September 1, 2007.

#	Name of Counterparty to Contract	Vendor Address	Contract
236	Qes Consulting	5950 BLAIRMORE PLACE NANAIMO, BC V9T 6P6 CANADA	Software maintenance and support services agreement between QES Consulting - and Pope & Talbot Ltd for Harmac PTMS system
237	Quality Engineered Systems Ltd.	RR #, 1016 SEAMOUNT WAY GIBSON, BC V0N1V7 CAN	Quality Engineered Systems Ltd. Product Tracking and Management System Software Maintenance System Software Maintenance and Support Service Agreement between Quality Engineered Systems Ltd. and Harmac Pulp Operations of Pope & Talbot, Ltd. effective as of January 1, 2001.*
238	Quality Engineered Systems Ltd.	RR #, 1016 SEAMOUNT WAY GIBSON, BC V0N1V7 CANADA	Software Supply, Implementation and License Agreement between Pope & Talbot, Ltd. and Quality Engineered Systems Ltd. effective as of May 20, 2003.*
239	Quality Engineered Systems Ltd.	RR #, 1016 SEAMOUNT WAY GIBSON, BC V0N1V7 CANADA	Software Supply, Implementation and License Agreement between Pope & Talbot, Inc. and Quality Engineered Systems Ltd. effective as of January 13, 2000.*
240	Quesnel River Pulp Co.	1000 FINNING ROAD QUESNEL, BC V2J 6A1 CANADA	Wood pulp contract made as of July 18, 2005 between PTPSUS and Quesnel River Pulp Co.
241	Quietwood Logging	16680 UPPER MUD RIVER CHILAKO PRINCE GEORGE, BC V2N 6K6 CANADA	Confirmation of fibre transaction dated November 20, 2006 between Quietwood Logging and PTL, Mackenzie Pulp Operations.
242	Ray Robb	29320 PINE GROVE DRIVE HALSEY, OR 97348 UNITED STATES	Farm lease made September 9, 1994 between PTI and Ray Robb, as amended by letter agreement dated March 29, 2007.
243	Rio Tinto Minerals( under Luzenac)	DEPT 1779 DENVER, CO 80291-1779 UNITED STATES	Letter dated March 20, 2007 from Rio Tinto Minerals to PTL.
244	Rivtow Marine Ltd.	PO BOX 3650 VANCOUVER, BC V6b 3Y8 CANADA	Agreement made as of January 13, 1998 between Harmac Pacific Inc. and Rivtow Marine Ltd.

#	Name of Counterparty to Contract	Vendor Address	Contract
245	Rosboro Lumber Company	PO BOX 20 SPRINGFIELD, OR 97477-0086 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated October 24, 2007 between PTI and Rosboro Lumber Company.
246	Seaspan International Ltd.	10 PEMBERTON AVENUE NORTH VANCOUVER, BC V7P 2R1 CANADA	Letter agreement dated December 14, 2007 between PTI and Seaspan International Ltd. (relating to the barging of rail cars to and from the Harmac mill).
247	Seaspan International Ltd.	10 PEMBERTON AVENUE NORTH VANCOUVER, BC V7P 2R1 CANADA	Letter agreement dated December 14, 2007 between PTI and Seaspan International Ltd.
248	Selco Service Corporation	RICHARD J. REMIKER VICE PRESIDENT KEY EQUIPMENT FINANCE 66 SOUTH PEARL ST. 7TH FLOOR ALBANY, NY 12207 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)
249	Seneca Sawmill Company	P.O. BOX 851 EUGENE, OR 97401	Confirmation of price adjustment for softwood shavings transactions dated October 25, 2007 between PTI and Seneca Sawmill Company.
250	Seneca Sawmill Company	P.O. BOX 851EUGENE, OR 97401	Confirmation of price adjustment for Douglas fir chip transactions dated October 25, 2007 between PTI and Seneca Sawmill Company.
251	Sierra Pacific Industries	PO BOX 496028 REDDING, CA 96049 UNITED STATES	Letter agreement dated October 31, 2006 between Sierra Pacific Industries and PTI.

#	Name of Counterparty to Contract	Vendor Address	Contract
252	Sierra Pacific Industries	PO BOX 496028 REDDING, CA 96049 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated November 20, 2007 between PTI and Sierra Pacific Industries.
253	Sierra Pacific Industries	PO BOX 496028 REDDING, CA 96049 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated November 20, 2007 between PTI and Sierra Pacific Industries.
254	Sierrapine Ltd	PO BOX 90 SPRINGFIELD, OR 97477 USA	Confirmation of sales order no. 07-00038 for softwood shavings transactions dated December 10, 2007 between PTI and Sierrapine Ltd.
255	Sierrapine Ltd.	PO BOX 90 SPRINGFIELD, OR 97477 USA	Confirmation of sales order no. 07-00018 for softwood shavings transactions dated July 24, 2007 between PTI and Sierrapine Ltd.
256	Sigurdson Bros. Logging Company Ltd.	5255 FRIZZI ROAD WILLIAMS LAKE, BC V2G 5B8 CANADA	Fibre supply agreement made as of September 12, 2006 between PTL and Sigurdson Bros. Logging Company Ltd.
257	Simpson Timber Company	DEPT 1659 DENVER, CO 80291- 1659 UNITED STATES	Wood Residuals Sales Agreement dated as of November 5, 2007 between PTI and Simpson Timber Company.
258	Slade L'Hirondelle	230 DUPRE STREET PRINCE GEORGE, BC V2K 1W4 CANADA	Confirmation of fibre transaction dated November 2, 2006 between Slade L'Hirondelle and PTL, Mackenzie Pulp Operations.
259	Slave Lake Pulp Corp.	P.O. BOX 1790 SLAVE LAKE, AB T0G 2A0 CANADA	Wood pulp contract made as of July 18, 2005 between PTPSUS and Slave Lake Pulp Corp.

#	Name of Counterparty to Contract	Vendor Address	Contract
260	Slocan Group.	PO BOX 4100 VANCOUVER, BC V6B 5X4 CANADA	Residual fibre supply agreement made as of January 19, 1996 between Fletcher Challenge Canada Limited and Timbernorth Forest Limited and Timberwest Forest Limited, as amended by residual fibre supply agreement amendment made June 23, 1997 between 3264939 Canada Limited, Timberwest Forest Limited, Timbernorth Forest Limited and Slocan Forest Products Ltd., assigned by assignment and assumption agreement effective as of December 31, 2000 among Norske Skog Canada Pulp Operations Limited and Norske Skog Canada Mackenzie Pulp Limited and Slocan Forest Products Ltd., and as amended and assigned by assignment and assumption agreement effective as of December 31, 2001 among Pope & Talbot Mackenzie Pulp Operations Ltd., PTL and Slocan Group.
261	Smit Marine Canada Inc	PO BOX 3650 VANCOUVER, BC V6B 3Y8 CANADA	Wood chips transportation agreement
263	Softchoice (Mcafee & Sophos)	520 SW 6TH AVENUE SUITE 1220 PORTLAND, OR 97204 UNITED STATES	Software license agreement between McAfee Inc - and Pope & Talbot Inc. for use of the McAfee antivirus software
264	Solvay Chemicals, Inc.	88174 EXPEDITE WAY CHICAGO, IL 60695- 001 UNITED STATES	Supply agreement entered into as of November 21, 2006 between Solvay Chemicals, Inc. and PTL.
265	Sound Refining, Inc.	PO BOX 1372 TACOMA, WA 98401 UNITED STATES	Supply agreement entered into as of June 1, 2006 between Sound Refining, Inc. and PTL.
266	SPL WorldGroup, Inc.	525 MARKET STREET, 33RD FLOOR SAN FRANCISCO, CA 94105 UNITED STATES	Software License and Support Services Agreement made as of April 15, 2005 between PTL and SPL WorldGroup, Inc., as amended December 23, 2005 (making PTI a party).*

#	Name of Counterparty to Contract	Vendor Address	Contract
267	SPL WorldGroup, Inc.	525 MARKET STREET, 33RD FLOOR SAN FRANCISCO, CA 94105 UNITED STATES	License agreement between PTL and SPL WorldGroup, Inc., effective April 15, 2005 amended December 23, 2005 and further amended August 3, 2006.*
268	Star Shipping (Canada) Ltd.	9TH FLOOR 1111 WEST HASTINGS STREET VANCOUVER, BC V6E 2J3 CANADA	Contract of Affreightment between Star Shipping (Canada) Ltd. and Pope & Talbot Inc. dated February 5, 2002;
269	Star Shipping (Canada) Ltd.	#400-1066 W. HASTINGS STREET VANCOUVER, BC V6E 3X2 CANADA	Contract of Affreightment between Star Shipping (Canada) Ltd. and Pope & Talbot Inc. dated February 5, 2002;
270	Star Shipping A/S	9TH FLOOR 111 WEST HASTINGS STREET VANCOUVER, BC V6E 2J3 CANADA	Contract of affreightment dated January 22, 2002 between PTI and Star Shipping A/S, as amended January 23, 2004 and January 19, 2005.
271	Star Shipping A/S	9TH FLOOR 111 WEST HASTINGS STREET VANCOUVER, BC V6E 2J3 CANADA	Contract of affreightment dated February 5, 2002 between PTI and Star Shipping A/S, as amended January 12, 2004.
272	Sterling Canada, Inc.	STERLING PULP CHEMICALS PO BOX 3536 COMMERCE COURT POSTAL STN TORONTO, ON M5L 1K1 UNITED STATES	Licence agreement made as of September 15, 1998 between Sterling Canada, Inc. and PTI.*
273	Sterling Commerce	P.O. BOX 73199 CHICAGO, IL 60673 UNITED STATES	Gentren EDI software maintenance agreement.
274	Sun Wave Forest Products Ltd.	9912 LOUGHEED HIGHWAY BURNABY, BC V3J 1N3 CANADA	Letters of chip selling agreement (2) dated September 25, 2006 between Sun Wave Forest Products Ltd. and PTL - Harmac Division, as amended by amendment letter dated November 10, 2006, with application for private crossing dated February 1, 2007.

#	Name of Counterparty to Contract	Vendor Address	Contract
275	Sundance Lumber Company.	PO BOX 109 SPRINGFIELD, OR 97477 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated December 10, 2007 between PTI and Sundance Lumber Company.
276	Surewood Forestry	CONSULTANTS LTD. P.O. BOX 171 NELSON, BC V1L 5P9 CANADA	Confirmation of fibre transaction dated February, 2007 between Surewood Forestry and PTL, Mackenzie Pulp Operations.
277	Swanson Bros. Lumber Company.	PO BOX 309 NOTI, OR 97461 USA	Confirmation of price adjustment for softwood sawdust transactions dated September 20, 2007 between PTI and Swanson Bros. Lumber Company.
278	Swanson Superior Forest Products	PRODUCTS INC. UNIT 27 PO BOX 4280 PORTLAND, OR 97208-4280 UNITED STATES	Letter agreement dated January 31, 2007 between Swanson Superior Forest Products and PTI.
279	Swanson Superior Forest Products	PRODUCTS INC. UNIT 27 PO BOX 4280 PORTLAND, OR 97208-4280 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated August 29, 2007 between PTI and Swanson Superior Forest Products.
280	Swanson Superior Forest Products	PRODUCTS INC. UNIT 27 PO BOX 4280 PORTLAND, OR 97208-4280 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated August 29, 2007 between PTI and Swanson Superior Forest Products.
281	Sybase	P.O. BOX 60000 FILE 72364 72417 SAN FRANCISCO, CA 94160-2364 UNITED STATES	Software license agreement between Sybase - and Pope & Talbot Inc.
282	TC Property Inc.	2872 KEETS DRIVE COQUITLAM, BC V3C 6J2 CANADA	Lease agreement dated for reference December 15, 2006 between TC Property Inc. and PTL.
283	TC Property Inc.	2872 KEETS DRIVECOQUITLAM, BC V3C 6J2CANADA	Lease agreement dated for reference December 15, 2006 between TC Property Inc. and PTL.

#	Name of Counterparty to Contract	Vendor Address	Contract
284	TD COMMODITY & ENERGY TRADING	SUITE 800, 324 8TH AVENUE SW CALGARY, BC T2P 2Z2 CANADA	GasEDI base contract for short-term sale and purchase of natural gas effective July 21, 2003 between TD Commodity & Energy Trading Inc. ("TD") and PTL, with gas transaction confirmation dated April 25, 2007 between PTL and TD.
285	Teck Cominco Metals Ltd.	PO BOX 1000 TRAIL, BC V1R 4L8 CANADA	Price quotations dated April 15, 2005 and March 8, 2007 between PTL and Teck Cominco Metals Ltd.
286	TELUS	PO BOX 7575 VANCOUVER, BC V6B 8N9 CANADA	Internetworking Services Agreement No. 20022290 between TELUS and PTL dated June 6, 2003.
287	Telus Communications Company c.o.b. TELUS	P.O. BOX 8950 STATION TERMINAL VANCOUVER, BC V6B 8N9 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.
288	Telus Communications Company c.o.b. TELUS	P.O. BOX 80700 BURNABY, BC V5H 4P7 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.
289	Telus Communications Company c.o.b. TELUS	ATTN: P SAINIUK 700 LOUGHEED HIGHWAY BURNABY, BC V5A 1W2 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.
290	Telus Communications Company c.o.b. TELUS	PO BOX 7575 VANCOUVER, BC V6B 8N9 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.



#	Name of Counterparty to Contract	Vendor Address	Contract
291	Terasen Gas (Vancouver Island) Inc., Western Pulp Limited, Howe Sound Pulp and Paper Limited Partnership and Norske Skog Canada Limited (aka: Catalyst Paper Corporation)	<p>TERASEN GAS (VANCOUVER ISLAND) INC. 16705 FRASER HIGHWAY SURREY, BC V3S 2X7 CANADA</p> <p>HOWE SOUND PULP AND PAPER L.P 2900-1055 DUNSMUIR STREET PO BOX 49420 BENTAL POSTAL STN VANCOUVER, BC V7X 1B5 CANADA</p> <p>WESTERN PULP L.P. SUITE 1500 505 BURRARD ST. BOX 51 VANCOUVER, BC V7X 1M5 CANADA</p> <p>NORSKE SKOG CANADA LIMITED (NOW: CATALYST PAPER CORPORATION) 2ND FLOOR, 3600 LYSANDER LANE RICHMOND, BC V7B 1C3 CANADA</p>	Transition and release agreement made as of December 14, 1995 between Pacific Coast Energy Corporation, MacMillan Bloedel Limited, Howe Sound Pulp and Paper Limited, Fletcher Challenge Canada Limited, Western Pulp Limited Partnership and Harmac Pacific Inc. and Her Majesty the Queen in Right of the Province of British Columbia, with transportation service agreement made December 14, 1995 between Pacific Coast Energy Corporation, MacMillan Bloedel Limited, Howe Sound Pulp and Paper Limited, Fletcher Challenge Canada Limited, Western Pulp Limited Partnership and PTL with letter agreement dated October 27, 2004 between Terasen Gas (Vancouver Island) Inc., PTL, Western Pulp Limited, Howe Sound Pulp and Paper Limited Partnership and Norske Skog Canada Limited and letter dated December 20, 2004.
292	Terasen Gas Inc	16705 FRASER HIGHWAY SURREY, BC V3S 2X7 CANADA	Tariff supplement no. G-16 bypass transportation agreement for rate schedule 22A effective November 1, 2004 between Terasen Gas Inc. and PTL.
293	Tim Brown	24565 CHAMBERLAIN ROAD PRINCE GEORGE, BC V2K 5N7 CANADA	Confirmation of fibre transaction (undated) between Tim Brown and PTL, Mackenzie Pulp Operations.

#	Name of Counterparty to Contract	Vendor Address	Contract
294	Tim Van Leeuwen and Lori Van Leeuwen	30466 CREEK BEND ROAD HALSEY, OR 97348-9749 UNITED STATES	Farm lease made September 9, 1994 between PTI and Tim Van Leeuwen and Lori Van Leeuwen.
295	Tolko Nicola	1750 LINDLEY CREEK ROAD MERRITT, BC V1K 0A2 CANADA	Confirmation of fibre transaction dated January 1, 2007 between Tolko Nicola and PTL, Mackenzie Pulp Operations.
296	Tolko Quesnel -Quest Sawmill	1750 LINDLEY CREEK ROAD MERRITT, BC V1K 0A2 CANADA	Confirmation of fibre transaction dated January 1, 2007 between Tolko Quesnel -Quest Sawmill and PTL, Mackenzie Pulp Operations.
297	Toyota Financial Services	COMMERCIAL FINANCEDEPT. 2431 CAROL STREAM, IL 60132-2431 UNITED STATES	Commercial lease agreement dated October 29, 2004 between Toyota Financial Services and PTI.
298	Trade Lane Solutions	3RD FLOOR - 311 WATER ST VANCOUVER, BC V6B 1B8 CANADA	Transportation service agreement dated April 1, 2004 between PTI and Trade Lane Solutions.*
299	Tricell Forest Products Ltd. and Vinda Household Paper (China) Limited.	WORLD TRADE CENTRE 590-999 CANADA PLACE VANCOUVER, BC V6C 3E1 CANADA	Wood pulp contract made as of December 7, 2006 among PTI, Tricell Forest Products Ltd. and Vinda Household Paper (China) Limited.
300	Unifibra S.A.	32 CHEMIN FRANK-THOMAS CH-1208 GENEVA SWITZERLAND	Sales agency agreement effective December ____, 2007 between Pope & Talbot Pulp Sales U.S.A. and Unifibra S.A. appointing Unifibra as exclusive representative for the sale of Pope & Talbot's pulps in Europe, excluding Italy.
301	Union Pacific Railroad Company	P.O. BOX 502453 ST LOUIS, MO 63150-2453 UNITED STATES	Amended Quote (Amendment M to I5LQ 90166) by Union Pacific Railroad Company to PTI effective as of August 31, 2007.
302	United States Fleet Leasing, Inc.	UNITED STATES FLEET LEASING, INC. 2 WATERS PARK DR SAN MATEO, CA 94403 UNITED STATES	Lease agreement executed March 11, 1991 between United States Fleet Leasing, Inc. and PTI with fleet management agreement executed June 1, 1981 between United States Leasing, Inc. and PTI.

#	Name of Counterparty to Contract	Vendor Address	Contract
303	Univar USA Inc.	PO BOX 34325 SEATTLE, WA 98124 UNITED STATES	Supply agreement dated October 1, 2005 between Univar USA Inc. and PTI.*
304	Univar USA Inc.	PO BOX 34325 SEATTLE, WA 98124 UNITED STATES	Purchase order no. 110858 dated November 29, 2006 between PTI and Univar USA Inc.*
305	Wells Fargo Bank Northwest, National Association	CORPORATE TRUST SERVICE MAC U125-031 79 SOUTH MAIN STREET SALT LAKE CITY, UT 84111 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)
306	West Chilcotin Forest Products Ltd.	4722 CONTINENTAL WAY PRINCE GEORGE, BC V2N 5S5 CANADA	Fibre supply agreement made as of November 1, 2006 between PTL and West Chilcotin Forest Products Ltd.
307	West Linn Paper Co.	400 MILL STREET WEST LINN, OR 97068 UNITED STATES	Wood pulp contract made as of August 25, 2006 between PTPSUS and West Linn Paper Co.
308	West Pine Holdings Ltd	1540 6TH AVENUE PRINCE GEORGE, BC V2L 5B5 CANADA	Chip Extraction Agreement between PTL and West Pine Holdings Ltd. dated May 23, 2006.
309	West Pine Holdings Ltd.	1540 6TH AVENUE PRINCE GEORGE, BC V2L 5B5 CANADA	Extraction Agreement between West Pine Holdings Ltd. and Pope & Talbot Ltd. dated May 23, 2006;

#	Name of Counterparty to Contract	Vendor Address	Contract
310	Western Farm Service, Inc. and Hunttons Surecrop Farm Service, Inc.	32092 OLD HIGHWAY 34 P.O. BOX 269 TANGENT, OR 97389-0269 UNITED STATES	Product purchase agreement dated April 13, 1999 between PTI and Western Farm Service, Inc. and Hunttons Surecrop Farm Service, Inc. as amended by agreement amending product purchase agreement dated April 3, 2000 and agreement amending product purchase agreement dated July 13, 2001.*
311	Western Forest Products	ATT:FIBRE SUPPLY SUITE 510- 700 WEST GEORGIA STTD TOWER, PO BOX #0032PACIFIC CENTREVANCOUVE R, BC V7Y 1A1CANADA	Chip and pulp log supply agreement made May 26, 1994 between MacMillan Bloedel Limited and Harmac Pacific Inc., as amended by agreements dated March 5, 1996, April 8, 1996, August 23, 1996, January 14, 1997, January 26, 1999, June 2, 2000, amendment to chip and pulp log supply agreement dated with effect as of July 1, 2001 between Weyerhaeuser Company Limited and PTL, letter dated July 13, 2001 between Weyerhaeuser Company Limited and PTL, and letter dated November 2, 2006 between Western Forest Products Inc. and PTL, with draft renewal term letter agreement dated December 12, 2007 (unexecuted).*
312	Western Forest Products	3RD FLOOR 435 TRUNK ROAD DUNCAN, BC V9L 2P9 CANADA	Hog fuel supply agreement made May 26, 1994 between MacMillan Bloedel Limited and Harmac Pacific Inc, assumed by Western Forest Products.*
313	Willamina Lumber Company (Same as Hampton Lumber)	9600 SW BARNES ROAD SUITE 200 PORTLAND, OR 97225-6666 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated October 16, 2007 between PTI and Willamina Lumber Company.
314	Willamina Lumber Company (Same as Hampton Lumber)	9600 SW BARNES ROAD SUITE 200 PORTLAND, OR 97225-6666 UNITED STATES	Chip purchase agreement made and effective March 1, 2003 between PTI and Willamina Lumber Company as amended by letter agreement dated April 13, 2007 and notice of termination dated March 14, 2007. Parties are currently negotiating new agreement.

#	Name of Counterparty to Contract	Vendor Address	Contract
315	Wilmington Trust Co.	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)
316	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Bill of Sale (Halsey Mill Facility) dated June 28, 2006 by and between PTL and Wilmington Trust Company.
317	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Quitclaim Deed (Halsey Mill Facility) made as of June 28, 2006 between Wilmington Trust Company and PTL.
318	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Termination of Memorandum of Facility Lease made as of June 28, 2006 between Wilmington Trust Company and PTI.
319	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	The site lease for the Halsey Real Property, originally dated September 30, 1999, between Wilmington Trust Company and PTI, amended by Amendment No. 1 to Site Lease dated December 27, 2001 and on June 28, 2006 (including Site Leases between PTI and PTL).
320	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	First Amendment to Memorandum of Site Lease made as of June 28, 2006 among Wilmington Trust Company, PTL and PTI (Filed in Linn County, Oregon).

#	Name of Counterparty to Contract	Vendor Address	Contract
321	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	The facility lease dated December 27, 2001 between Wilmington Trust Company and the "Halsey CIO2 Limited Partnership", as amended by the First Amendment to Facility Lease made as of October 31, 2005, the Second Amendment to Facility Lease (CIO2 Lease) made as of December 28, 2005 and by the Third Amendment to Facility Lease (CIO2 Lease) dated June 28, 2006. This has been assigned by Wilmington Trust Company to PTL, pursuant to which the Halsey CIO2 Plant and that portion of the Halsey Real Property on which the Halsey CIO2 Plant is located is leased by PTL to the "Halsey CIO2 Limited Partnership."
322	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Quit Claim Deed (CIO2 Facility) made as of June 28, 2006 between Wilmington Trust Company and PTL.
323	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Bill of Sale (CIO2 Facility) made as of June 28, 2006 between Wilmington Trust Company and PTL.
324	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	First Amendment to Memorandum of CIO2 Facility Lease made as of June 28, 2006 among Wilmington Trust Company, PTL and Halsey CIO2 Limited Partnership. (Filed in Linn County, Oregon).
325	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	CIO2 Site Lease made as of December 27, 2001 originally between PTI and Wilmington Trust Company.
326	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Grant of Easements and Agreements made as of December 27, 2001 between PTI and Wilmington Trust Company.
327	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Sublease of Halsey CIO2 Site originally between Wilmington Trust Company and the Halsey CIO2 Limited Partnership.

#	Name of Counterparty to Contract	Vendor Address	Contract
328	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	First Amendment to Memorandum of CIO2 Site Lease made as of June 28, 2006 between Wilmington Trust Company, PTL and PTI.
329	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	The site lease for the Halsey Real Property, originally dated September 30, 1999, between Wilmington Trust Company and PTI, as amended by Amendment No. 1 to Site Lease dated December 27, 2001, amended June 28, 2006 to assign Wilmington's rights to PTL (as further described in Section 3.12 of this Disclosure Schedule).
330	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	The facility lease dated December 27, 2001 between Wilmington Trust Company and the Halsey CIO2 Limited Partnership, as assigned by Wilmington Trust Company to PTL, pursuant to which the Halsey CIO2 Plant and that portion of the Halsey Real Property on which the Halsey CIO2 plant is located is leased by PTL to the Halsey CIO2 Limited Partnership.
331	Winthrop Resources Corporation	11100 WAYZATA BLVD. SUITE 800 MINNETONKA, MN 55305 UNITED STATES	Computer equipment master lease agreement number PO12105 between Winthrop Resources Corporation and PTI dated January 21, 2005 with associated leases and purchase orders.
332	Winthrop Resources Corporation	11100 WAYZATA BLVD. SUITE 800 MINNETONKA, MN 55305 UNITED STATES	Lease agreement PO012105 dated January 21, 2005, as amended by Rider Number 001 dated December 2, 2005, between Winthrop Resources Corporation and PTI.
333	Winton Global Bear	1850 RIVER ROAD PRINCE GEORGE, BC V2L 5S8 CANADA	Confirmation of fibre transaction dated February 17, 2006 between Winton Global Bear Lake and PTL, Mackenzie Pulp Operations.
334	Wood Recovery.	PO BOX 7095 EUGENE, OR 97401 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated October 16, 2007 between PTI and Wood Recovery.

#	Name of Counterparty to Contract	Vendor Address	Contract
335	Xerox Canada In	PO BOX 1298STATION MCALGARY, AB T2P 2L2CANADA	Copier lease agreement made as of September 26, 2003 between Xerox and Pope & Talbot Ltd. at Harmac Pulp Operation.
336	Xiamen C&D Inc.	12 FLOOR-SEASIDE BUILDING XIAMEN, CHINA	Wood pulp contract made as of November 1, 2006 between PTI and Xiamen C&D Inc.
337	Yamhill Forest Products	PO BOX 555 SCIO, OR 97374 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated August 30, 2007 between PTI and Yamhill Forest Products.
338	Zhejiang Welbon Pulp & Paper Group Corp.	CHINA CONSTRUCTION BANK HANGZHOU BRANCH JIAN GUO ZHONG LU SUB-BRANCH 115 QINGCHUN ROAD HANGZHOU, CHINA, CHINA	Wood pulp contract made as of October 2, 2006 between PTI and Zhejiang Welbon Pulp & Paper Group Corp.
339	Zip-O-Log Mills, Inc.	PO BOX 2130 EUGENE, OR 97402 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated December 3, 2007 between PTI and Zip-O-Log Mills, Inc.



**EXHIBIT C**

**Cure Cost Notice**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
POPE & TALBOT, INC., <u>et al.</u> , <sup>1</sup>	)	Case No. 07-11738 (CSS)
	)	(Jointly Administered)
Debtors.	)	

**NOTICE OF CURE AMOUNT IN CONNECTION WITH ASSUMPTION AND  
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**PLEASE TAKE NOTICE** that, pursuant to the Order (I) Establishing Bidding Procedures In Connection With The Sale Of Certain Assets Of Pope & Talbot, Inc., Pope & Talbot Ltd., Pope & Talbot Pulp Sales U.S., Inc., And Mackenzie Pulp Land Ltd. Related To Their Pulp Business; (II) Authorizing And Scheduling An Auction In Connection With The Sale; (III) Approving The Procedure Pursuant To Which The Sellers May Seek Approval Of A Break-Up Fee And Expense Reimbursement To A Stalking Horse Bidder; (IV) Approving Cure Cost Procedures Relating To The Assumption And Assignment Of Certain Executory Contracts And Unexpired Leases In Connection With The Sale; (V) Approving Form And Manner Of Notices; And (VI) Scheduling A Hearing For Final Approval Of The Sale (Docket No. 139) (the “Procedures Order”),<sup>2</sup> approved and entered by the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) on December 7, 2007, Pope & Talbot, Inc. (“Pope & Talbot”), on behalf of itself and its affiliated debtors and debtors in possession in the above-captioned cases (collectively, the “Debtors”), including Pope & Talbot Ltd., Pope & Talbot Pulp Sales, U.S., Inc., Mackenzie Pulp Land Ltd., and P&T Power Company (collectively, and with Pope & Talbot, the “Sellers”) will conduct an auction of the Sellers’ right, title and interest in certain of the assets of the Sellers related to Pulp Business, including certain executory contracts and unexpired leases (the “Assigned Contracts”).

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Pope & Talbot, Inc. (7139); Penn Timber, Inc. (7380); Pope & Talbot Lumber Sales, Inc. (7029); Pope & Talbot Pulp Sales U.S., Inc. (2041); Pope & Talbot Relocation Services, Inc. (9015); Pope & Talbot Spearfish Ltd. Partnership (2569); P&T Power Company (2710); Mackenzie Pulp Land Ltd. (CCID No. 625473); Pope & Talbot Ltd. (3102); P&T Factoring Limited Partnership (1538); P&T Finance One Limited Partnership (8395); P&T Finance Three LLC (2468); P&T Finance Two Limited Partnership (7960); P&T Funding Ltd. (3717); and P&T LFP Investment Limited Partnership (None). The address for all Debtors is 1500 SW First Avenue, Suite 200, Portland, Oregon 97201.

<sup>2</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Procedures Order. This Notice is qualified in its entirety by the Procedures Order. All persons and entities are urged to read the Procedures Order and the provisions thereof carefully. To the extent this Notice is inconsistent with the Procedures Order, the terms of the Procedures Order shall govern.

**PLEASE TAKE FURTHER NOTICE** that the Sellers intend to assume and assign certain of the Assigned Contracts to PT Pindo Deli Pulp and Paper Mills (the “Purchaser”) pursuant to that Asset Purchase Agreement dated as of January 8, 2008 among the Sellers and the Purchaser or to the successful bidder at the auction (the “Successful Bidder”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order, on **February 12, 2008 at 2:00 p.m.** (prevailing Eastern time) or as soon thereafter as counsel may be heard, a joint hearing (the “Sale Hearing”) will be held before (a) the Honorable Christopher S. Sontchi, United States Bankruptcy Judge for the District of Delaware, at the United States Bankruptcy Court, Courtroom No. 6, 824 North Market Street, 5th Floor, Wilmington, DE 19801 (the “Bankruptcy Court”), and (b) the Honourable Mr. Justice Brenner of the Supreme Court of British Columbia, 800 Smithe Street, Vancouver, B.C. (the “Canadian Court”), to consider the entry of orders approving, among other things, the sale to the Purchaser or the Successful Bidder (the “Proposed Approval Orders”).

**PLEASE TAKE FURTHER NOTICE** that set forth on Exhibit A attached hereto are (i) a list of the Assigned Contracts and (ii) the Sellers’ determination of the corresponding amounts, if any, that will be required to be paid under section 365(b)(1)(A) of the Bankruptcy Code to the extent that U.S. law applies to the assumption and assignment of such contracts or Canadian law requires any such payment in connection with the assumption and assignment of the Assigned Contracts (such amounts, the “Cure Costs”), provided, however, that nothing in this Notice shall be deemed to be a determination that U.S. law applies to the assumption and assignment of any of the Assigned Contracts.

**PLEASE TAKE FURTHER NOTICE** that objections, if any, to entry of the Proposed Approval Order, including the assumption and assignment of the Assigned Contracts and the Sellers’ determination of the corresponding Cure Cost, must: (i) be in writing; (ii) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware; (iii) set forth the name of the objectant, the basis for the objection, and the amount that the objecting party asserts as the Cure Cost (with appropriate documentation in support thereof); (iv) be filed with the Bankruptcy Court; and (v) be further served so that it is RECEIVED no later than **4:00 p.m.** (prevailing Eastern time) on **February 5, 2008** by: (a) counsel for the Sellers, Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022 (Attn: Fredric Sosnick, Esq. and Susan Fennessey, Esq.), Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801 (Attn: Laura Davis Jones, Esq. and James E. O’Neill, Esq.) and Stikeman Elliot LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario M5L 1B9 (Attn: Sean F. Dunphy, Esq. and Ashley John Taylor, Esq.), (b) the U.S. Trustee, J. Caleb Boggs Federal Building, Room 2207, 844 N. King Street, Wilmington, DE 19801, (c) counsel to the Committee, Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, NY 10004-1980 (Attn: Brian D. Pfeiffer, Esq.) and Blank Rome LLP, 1201 Market Street, Suite 800, Wilmington, DE 19801 (Attn: Jason W. Staib, Esq.), (d) counsel to the agents under the Debtors’ proposed postpetition secured debtor in possession credit facility and the Secured Credit Facility, Goldberg Kohn, 55 East Monroe Street, Suite 3300, Chicago, Illinois 60603-5792 (Attn: Randall L. Klein, Esq.), and Schulte Roth & Zabel LLP, 919 Third Avenue, New York, New York 10022 (Attn: Adam Harris, Esq.), (e) the court-appointed Monitor within the Canadian Proceedings, PricewaterhouseCoopers Inc., 77 King Street West, Toronto, Ontario M5K 1G8

Canada (Attn: Greg Watson and Jeffrey Rosenberg), (f) counsel to the court-appointed Monitor within the Canadian Proceedings, Goodmans LLP, 250 Yonge Street, Suite 2400, Toronto ON, M5B 2M6 Canada (Attn: Rob Chadwick, Esq.), and (g) counsel to the Purchaser, White & Case LLP, 1155 Avenue of the Americas, New York, New York 10036 (Attn: Sandeep Qusba).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order, any non-debtor party to an Assigned Contract that fails to file properly and serve timely an objection (a “Cure Cost Objection”) to (i) the assumption and assignment of an Assigned Contract, or (ii) the Sellers’ determination of the Cure Cost that corresponds to copy an Assigned Contract, as set forth in Exhibit A attached hereto, shall: (x) be forever barred and estopped from objecting to the Cure Cost set forth in Exhibit A attached hereto, and from asserting that any additional cure or other amounts are due with respect to the corresponding Assigned Contract in connection with the assumption and assignment of such Assigned Contract, (y) be forever barred from asserting or claiming that, except for the payment of the Cure Cost, any conditions to assumption and assignment must be satisfied in respect of the assumption and assignment of such Assigned Contract; and (z) be deemed to have consented to the assumption and assignment of such Assigned Contract and shall be forever barred from asserting that the Assigned Contracts cannot be assumed and assigned.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Procedures Order, in the event that any Cure Cost Objection is filed timely, the Sellers, in consultation with the Committee, will attempt to reconcile any difference in the Cure Cost, as asserted by the non-debtor party. In the event that the Sellers and the non-debtor party cannot consensually resolve such difference or the amount of the Cure Cost is not determined by the Bankruptcy Court, in either case prior to the consummation of the transaction approved pursuant to the Proposed Approval Orders, the Sellers will establish a segregated reserve in the aggregate amount of all asserted and unresolved Cure Costs set forth in the Cure Cost Objections pending the resolution of such disputes by the Bankruptcy Court or mutual agreement of the parties.

**PLEASE TAKE FURTHER NOTICE** that the Sellers reserve the right to amend the Cure Costs (set forth in Exhibit A attached hereto) to reflect (i) any payments made pursuant to the Order Authorizing, but not Directing, the Debtors, *inter alia*, to (I) Pay Prepetition Claims of Essential Suppliers and (II) Pay All Undisputed Obligations Arising from Postpetition Delivery of Goods as they Become Due entered by the Bankruptcy Court on November 21, 2007, (Docket No. 71) or (ii) any further reconciliation of the Sellers’ books and records, pursuant to a notice to the non-debtor parties to any applicable Assigned Contracts prior to the entry of the Proposed Approval Orders.

**PLEASE TAKE FURTHER NOTICE** that the Sale Hearing may be adjourned, from time to time, without further notice to creditors or parties in interest other than by announcement of said adjournment in the Bankruptcy Court or Canadian Court or on the Bankruptcy Court’s or the Canadian Court’s calendar on the date scheduled for the Sale Hearing.

**PLEASE TAKE FURTHER NOTICE** that the inclusion of any Assigned Contract in Exhibit A attached hereto does not obligate the Sellers to assume and assign any such contract, and the Sellers, in consultation with the Committee, reserve the right to withdraw any Assigned Contract from Exhibit A at any time prior to the entry of the Proposed Approval Order,

or to otherwise not assume and assign any such contract except as may be necessary in order to consummate the sale to the Purchaser or the Successful Bidder.

Copies of the Procedures Order and the Procedures Motion are available from Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022, (Attn: Elizabeth Connelly, Esq., Telephone: (212) 848-4685, Email: [elizabeth.connelly@shearman.com](mailto:elizabeth.connelly@shearman.com)).

DATED: JANUARY 21, 2008

SHEARMAN & STERLING LLP  
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Douglas P. Bartner  
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and

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones  
Laura Davis Jones (Bar No. 2436)  
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Proposed Counsel for the Debtors and  
Debtors in Possession

**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
1	38613	3264939 Canada Limited, Timberrnorth Forest Limited and Slocan Forest Products Ltd.	PO BOX 4100 VANCOUVER, BC V6B 5X4 CANADA	Fibre services agreement made as of January 19, 1996 between Fletcher Challenge Canada Limited and Timberrnorth Forest Limited and Timberwest Forest Limited, as amended by fibre services agreement amendment made June 23, 1997 between 3264939 Canada Limited, Timberwest Forest Limited, Timberrnorth Forest Limited and Slocan Forest Products Ltd.	-	-
2	N/A	689607 BC LTD	BOX 366 MACKENZIE, BC VOJ 2C0 CANADA	Confirmation of fibre transaction dated December 1, 2006 between Archibault/689607 BC LTD and PTL, Mackenzie Pulp Operations.	-	-
3	37927	Abitibi Consolidated Company	MACKENZIE REGION PO BOX 250 MACKENZIE, BC V0J 2C0 CANADA	Sawdust supply agreement made as of January 2, 2006 between PTL Mackenzie Pulp Operations and Abitibi Consolidated Company of Canada Mackenzie Region.	-	52,422.07
4	88043	Abitibi Consolidated Company	4302 CHAMBERS CREEK ROAD STEILACOOM, WA 98388 UNITED STATES	Confirmation of fibre transaction dated August 1, 2006 between Abitibi Consolidated and PTL, Mackenzie Pulp Operations.	-	-
5	37927	Abitibi-Consolidated Company of Canada	BAG 2800 MACKENZIE, BC V0R 2C0 CANADA	Sawdust Supply Agreement between Pope & Talbot Ltd. and Abitibi-Consolidated Company of Canada made as of January 2, 2006.	-	-
6	37887	Agrium	PO BOX 776 STATION M CALGARY, AB TSP 2J3 CANADA	Fertilizer supply agreement effective April 1, 2003 between PTL and Agrium, as amended by price quotation dated May 15, 2006.*	-	95,350.32
7	76888	Allports Forwarding Inc.	5933 NE WIN SIVERS DRIVE, SUITE 301 PORTLAND, OR 97220 UNITED STATES	Freight forwarding power of attorney and services agreement dated July 21, 2006 between Allports Forwarding Inc. and PTPUS.	1,575.00	-
8	41595	Anglo Canadian Shipping Company (as agent for Medbulk Maritime)	SUITE 1100 900 WEST HASTINGS STREET VANCOUVER, BC V6C 1E5 CANADA	Contract of Affreightment between Anglo Canadian Shipping Company (as agent for Medbulk Maritime) and Pope & Talbot Inc., dated November 1, 2006.*	-	-
9	44408	ARI Fleet LT and Automotive Rentals, Inc.	AUTOMOTIVE RENTALS, INC. PO BOX 8500-4375 PHILADELPHIA, PA 19178-4375 UNITED STATES	Lease agreement entered into as of August 1, 2005 between ARI Fleet LT and Automotive Rentals, Inc. and PTI.	-	-
10	97262	Ascend Software	2601 E CHAPMAN AVE., SUITE 213 FULLERTON, CA 92831 UNITED STATES	ReportSafe license and maintenance agreement dated March 31, 2000 between Ascend Software, Inc and Pope & Talbot	-	-
11	N/A	Australia Paper Pty Ltd.	307 FERNTREE GULLY ROAD MT WAVERLY, VI 3149 AUSTRALIA	Wood pulp supply agreement made as of October 21, 2004 between PTPSUS and Australia Paper Pty Ltd.*	-	-
12	37923	Avista Energy Canada, Ltd, Coral Energy Canada Inc.	1006 - 1186 ALBERNI STREET VANCOUVER, BC V6E 3Z3 CANADA	Gas management services agreement dated as of November 1, 2004 between Avista Energy Canada, Ltd. and PTL, as assigned and amended by assignment and amending agreement between PTL and Avista Energy Canada, Ltd. signed by PTL October 11, 2005, and as amended by assignment and novation agreement dated May 14, 2007 between Avista Energy Canada, Ltd, Coral Energy Canada Inc., and PTL.	-	-
13	42557	B.C. Gas Inc. (Acquired by Terasen Gas in June 2004)	16705 FRASER HIGHWAY SURREY, BC V3S 2X7 CANADA	Source Agreement dated November 1, 1992 between B.C. Gas Inc. and Fletcher Challenge Canada Ltd.	-	-
14	N/A	Banc of America Leasing & Capital, LLC.	MARK HOLMES BANK OF AMERICA MAIL CODE (IL 1-231-07-19) 231 S. LA SALLE CHICAGO, IL 60606 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
15	99766	Basic Chemical Solutions L.L.C.	PO BOX 41322 SANTA ANA, CA 92799-1322 UNITED STATES	Supply agreement dated February 1, 2004 between Basic Chemical Solutions L.L.C. and PTI, as amended by amendment to supply agreement executed April 9, 2007 and April 18, 2007, respectively.	95,783.74	-

**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
16	38800	BCR Properties Ltd. / Fletcher Challenge Ltd	BCR PROPERTIES LTD. #600 - 221 WEST ESPLANADE NORTH VANCOUVER, BC V7M 3J3 CANADA  FLETCHER CHALLENGE CANADA LIMITED (NOW: CATALYST PAPER CORPORATION) 2ND FLOOR, 3600 LYSANDER LANE RICHMOND, BC V7B 1C3 CANADA	Lease no. 2926 between BCR Properties Ltd. and Fletcher Challenge Canada Limited made February 6, 1996 for PID 024-252-255, as assigned to MPL on June 14, 2001.	-	-
17	38800	BCR Properties Ltd. / Fletcher Challenge Ltd	BCR PROPERTIES LTD. #600 - 221 WEST ESPLANADE NORTH VANCOUVER, BC V7M 3J3 CANADA  FLETCHER CHALLENGE CANADA LIMITED (NOW: CATALYST PAPER CORPORATION) 2ND FLOOR, 3600 LYSANDER LANE RICHMOND, BC V7B 1C3 CANADA	Lease no. 2509 between BCR Properties Ltd. and Fletcher Challenge Canada Limited made March 27, 1995 for PID 023-623-951, as modified by modification of lease dated March 25, 1997, as amended by letter dated May 4, 1998, as assigned to MPL on June 14, 2001.	-	-
18	38800	BCR Properties Ltd. and Fletcher Challenge Canada Limited	BCR PROPERTIES LTD. #600 - 221 WEST ESPLANADE NORTH VANCOUVER, BC V7M 3J3 CANADA  FLETCHER CHALLENGE CANADA LIMITED (NOW: CATALYST PAPER CORPORATION) 2ND FLOOR, 3600 LYSANDER LANE RICHMOND, BC V7B 1C3 CANADA	Lease no. 2926 between BCR Properties Ltd. and Fletcher Challenge Canada Limited made February 6, 1996 for PID 024-252-255, as assigned to MPL on June 14, 2001.	-	-
19	38800	BCR Properties Ltd. and Fletcher Challenge Canada Limited	BCR PROPERTIES LTD. #600 - 221 WEST ESPLANADE NORTH VANCOUVER, BC V7M 3J3 CANADA  FLETCHER CHALLENGE CANADA LIMITED (NOW: CATALYST PAPER CORPORATION) 2ND FLOOR, 3600 LYSANDER LANE RICHMOND, BC V7B 1C3 CANADA	Lease no. 2926 between BCR Properties Ltd. and Fletcher Challenge Canada Limited made February 6, 1996 for PID 024-252-255, as assigned to MPL on June 14, 2001.	-	-
20	42727	Beaver Forest Products	PO BOX 287 CAMPBELL RIVER, BC V9W 5B1 CANADA	Letter agreement dated May 29, 2003 between PTL, Harmac Pulp Operations and Beaver Forest Products, as amended by letters dated July 10, 2003, October 7, 2003, January 19, 2004, July 29, 2004, October 14, 2004, January 29, 2006, March 16, 2006, July 26, 2006, September 18, 2006, October 30, 2006, January 1, 2007 and March 1, 2007.	-	-
21	45001	Bella Coola Small Loggers Assn	PO BOX 359 HAGENSBORG, BC V0T 1H0 CANADA	Primary property use agreement dated September 2, 2006 between BSCLOA and P&T, Ltd.	-	4,020.58
22	9970046	Berk's Intertruck Ltd.	2230 MCCULLOCH ROAD NANAIMO, BC V9S 4M8 CANADA	Leasing agreement made May 28, 2004 between Berk's Intertruck Ltd. and PTL.	-	11,940.78
23	N/A	Bid Rite Contracting	360 S. NICHOLSON PRINCE GEORGE, BC V2M 3L9 CANADA	Confirmation of fibre transaction (undated) between Bid Rite Contracting and PTL, Mackenzie Pulp Operations.	-	-
24	2344317	BNSF Railway Company	PO BOX 847347 DALLAS, TX 75284-7347 UNITED STATES	Confidential Quote (BNSFQ 108683, Rev. 63 and 64) between BNSF Railway Company and PTI, effective as of July 17, 2007 and October 1, 2007 respectively and expiring March 31, 2008.	671,229.94	-
25	2344317	BNSF Railway Company	PO BOX 847347 DALLAS, TX 75284-7347 UNITED STATES	Amended Quote (Amendment M to ISLQ90166 by Union Pacific Railroad Company to PTI effective as of August 31, 2007.	-	-



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**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
26	89326	BOC Gases	88718 EXPEDITE WAY CHICAGO, IL 60695-1700 UNITED STATES	Product agreement entered March 9, 1998 and March 10, 1998, respectively, between BOC Gases, a division of The BOC Group Inc., and PTI, as amended by addendum executed March 9, 1998 and March 10, 1998, respectively, and addendum II executed December 2, 2002 and November 28, 2002, respectively.	97,914.25	-
27	89326	BOC Gases	88718 EXPEDITE WAY CHICAGO, IL 60695-1700 UNITED STATES	Product agreement entered July 30, 1996 and August 08, 1996, respectively, between BOC Gases, a division of The BOC Group Inc., and PTI, as amended by addendum executed November 23, 1999 and November 24, 1999, respectively, and addendum executed November 21, 2005 and December 05, 2005, respectively.	-	-
28	44625	Boise Cascade, LLC	PO BOX 3813 PORTLAND, OR 97208 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated August 2, 2007 between PTI and Boise Cascade, LLC.	-	-
29	96250	BP Energy Company	701 MORRISON-KNUDSEN DRIVE BOISE, ID 83707-6488 UNITED STATES	Power purchase and sale enabling agreement effective March 25, 2002 between BP Energy Company and PTI, with a related guaranty made May 30, 2002 by BP Corporation North America Inc. in favour of PTI.	-	3,976.89
30	99315	Brenntag Canada Inc.	43 JUTLAND ROAD ETOBICOKE, ON M8Z 2G6 CANADA	Letter agreement dated June 18, 2003 between PTL and Brenntag Canada Inc., as amended October 8, 2004 and March 14, 2007.	-	44,868.61
31	76112	British Columbia Hydro and Power Authority	9TH FLOOR 333DUNSMUIR STREE VANCOUVER, BC V6B 5R3 CANADA	Electricity supply agreement made as of June 15, 2001 between British Columbia Hydro and Power Authority and Pope & Talbot Mackenzie Pulp Operation Limited.	-	-
32	76112	British Columbia Hydro and Power Authority	9TH FLOOR 333DUNSMUIR STREE VANCOUVER, BC V6B 5R3 CANADA	Electricity supply agreement made as of October 19, 2001 between British Columbia Hydro and Power Authority and PTL – Harmac Pulp Operations.	-	-
33	76112	British Columbia Hydro and Power Authority	9TH FLOOR 333DUNSMUIR STREE VANCOUVER, BC V6B 5R3 CANADA	Option to re-purchase dated August 31, 2002 from British Columbia Hydro and Power Authority to PTL for PID 025-586-840 (charge #EV16970).	-	-
34	42557	British Columbia Transmission Corporation (Acquired by Terasen Gas in June 2004)	16705 FRASER HIGHWAY SURREY, BC V3S 2X7 CANADA	British Columbia Transmission Corporation Northern Control Centre Local Operating Order 3T FCC-01 for PTL's substation issued November 3, 2005 with an effective date of July 13, 2006 between British Columbia Transmission Corporation and PTL.	-	-
35	N/A	Bruce Lake Forestry	BOX 24077 UNIT 70-700 TRANQUILLE ROAD KAMLOOPS, BC V2B 3R8 CANADA	Confirmation of fibre transaction dated December 1, 2006 between Bruce Lake Forestry and PTL, Mackenzie Pulp Operations.	-	-
36	45824	Brunet & Sons Logging Ltd	12205 SALMON VALLEY ROAD SALMON VALLEY, BC V2K 5T4 CANADA	Log supply agreement made as of June 29, 2007 between Brunet & Sons Logging Ltd and Pope & Talbot Ltd., to supply 1500m3 of Hem/ SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.	-	9,946.72
37	42171	Business Objects Americas	3030 ORCHARD PARKWAY SAN JOSE, CA 95134 UNITED STATES	Software maintenance and support agreement	-	-
38	100473	Business Software, Inc.	155 TECHNOLOGY PARKWAY #100 NORCROSS, GA 30092-2962 UNITED STATES	Support Agreement between Business Software, Inc. and Pope & Talbot, Inc. dated April 1, 2001.	-	-
39	42183	Camp Watters Catering	PO BOX 136 MACKENZIE, BC V0J 2C0 CANADA	Service agreement made as of February 1, 2004 between Campwatters Catering and Pope & Talbot Ltd to supply light equipment and catering services at the Mackenzie "camp."	-	9,444.61
40	42390	Canadian Forest Products Ltd	705 DELANEY AVENUE SLOCAN, BC V0G 2C0 CANADA	Possibility of reverter dated November 11, 1970 in favour of MPL and Canadian Forest Products Ltd., each as to an undivided half interest, over PID 010-908-005.	-	-
41	94654	Canadian Forest Products Ltd	COAST WOOD SUPPLY 430 CANFORD AVENUE NEW WESTMINISTER, BC V3L 5G2 CANADA	Possibility of reverter dated November 11, 1970 in favour of MPL and Canadian Forest Products Ltd., each as to an undivided half interest, over PID 010-908-005.	-	-

**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
42	44859	Canadian National Railway Company	PO BOX 4253 STN A TORONTO, ON M5W 5S5 CANADA	Master Agreement No. 024791-AN between Canadian National Railway Company and PTI (including CN Confidential Transportation Agreement Nos. 024791-AN-0001-AG, 024791-AN-0007-AB, 024791-AN-0009-AA, 024791-AN-0010-AA, 024791-AN-0011-AA and 024791-AN-0012-AA).	-	-
43	44859	Canadian National Railway Company	PO BOX 4253 STN A TORONTO, ON M5W 5S5 CANADA	Limited Freight Tariff CN 662568-AA with Canadian National Railway Company between PTI and PTL issued July 11, 2007.	-	-
44	90283	Canadian National Railway Company	P.O. BOX 71206 CHICAGO, IL 60694 UNITED STATES	Master Agreement No. 024791-AN between Canadian National Railway Company and PTI (including CN Confidential Transportation Agreement Nos. 024791-AN-0001-AG, 024791-AN-0007-AB, 024791-AN-0009-AA, 024791-AN-0010-AA, 024791-AN-0011-AA and 024791-AN-0012-AA).	533,222.57	-
45	90283	Canadian National Railway Company	P.O. BOX 71206 CHICAGO, IL 60694 UNITED STATES	Limited Freight Tariff CN 662568-AA between Canadian National Railway Company and each of PTI and PTL issued July 11, 2007.	-	-
46	42426	Canadian Western Bank	#101-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 15. (Shared Contract)	-	-
47	42426	Canadian Western Bank	#101-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 12. (Shared Contract: 2005 Toyota 7FGCU32 Forklift (2))	-	-
48	42426	Canadian Western Bank	#101-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 13. (Shared Contract: 2005 Toyota 7FGKU40 Forklift)	-	169.06
49	42426	Canadian Western Bank	#101-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 15. (Shared Contract: 2007 Mack CT713 Truck)	-	2,796.16
50	42426	Canadian Western Bank	#101-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 16. (Shared Contract: 2006 Toyota 7FGU32 Forklift)	-	-
51	44413	Canexus U. S. Holdings Ltd.	DEPT 0199 PO BOX 120199 DALLAS, TX 75312-0199 UNITED STATES	Sodium chlorate sales contract effective October 1, 2001 between Nexen Chemicals U.S.A. and PTI, as assigned by Nexen Chemicals U.S.A. to Canexus U.S. Holdings Ltd. with Pope & Talbot Inc. approval dated August 4, 2005.*	44,797.61	-
52	45031	Canfor Pulp LP	ATTN: ACCOUNTS RECEIVABLE ADMINISTRATION CENTRE PO BOX 6000 PRINCE GEORGE, BC V2N 2K3 CANADA	Chip supply agreement made as of the 19th day of January, 1996 between Fletcher Challenge Canada Limited and Timberrnorth Forest Limited and Timberwest Forest Limited, as amended by chip supply agreement amendment made as of the 23rd day of June, 1997 between 3264939 Canada Limited, Timberwest Forest Limited, Timberrnorth Forest Limited and Slocan Forest Products Ltd as assigned by assignment and assumption agreement effective as of the 31st day of December, 2000 among Norkse Skog Canada Pulp Operations Limited, Norske Skog Canada Mackenzie Pulp Limited and Slocan Forest Products Ltd., as amended and assigned by assignment and assumption agreement effective as of the 31st day of December, 2001 among Pope & Talbot Mackenzie Pulp Operations Ltd., PTL and Slocan Group, and as amended by letter agreement agreed to on April 25, 2005 between Canadian Forest Products Ltd. and PTL, as assigned by Canadian Forest Products Ltd. to Canfor Pulp Limited Partnership, as amended by chip pricing amendment dated as of July 21st, 2005.	-	-
53	96664	Captaris	10885, NE 4TH STREET, SUITE 400 BELLEVUE, WA 98004 UNITED STATES	Rightfax premium technical support plan	-	-

**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
54	45683	Captureworx	203 ADAMS DR. KELSO, WA 98626 UNITED STATES	Rightfax premium technical support plan	-	-
55	38861	Carrier Lumber	#203 - 1717 THIRD AVENUE PRINCE GEORGE, BC V2L 3G7 CANADA	Confirmation of fibre transaction dated November 31 between Carrier Lumber and PTL, Mackenzie Pulp Operations.	-	-
56	43638	Cartiere Burgo	VIA LUIGI BURGO, 8 SAN MAURO TORINESE, IT 10099 ITALY	Wood pulp contract between PTL and Cartiere Burgo executed March 6, 2002 and February 2, 2002 respectively, amended by addendum dated December 12, 2002 and addendum 2 dated February 14, 2006.	-	-
57	40472	Caterpillar Financial Services Limited.	PO BOX 730669 DALLAS, TX 75373 UNITED STATES	CAT Financial lease agreement dated January 29, 2007 between PTL and Caterpillar Financial Services Limited.	-	-
58	40472	Caterpillar Financial Services Limited.	PO BOX 730669 DALLAS, TX 75373 UNITED STATES	CAT Financial lease agreement dated between PTL and Caterpillar Financial Services Limited as amended by lease extension agreement dated September 12, 2006.	-	-
59	43466	Ccsi Technology Solutions	PO BOX 9408 POSTAL STN A TORONTO, ON M5W 4E1 CANADA	Master maintenance agreement between CCSI Technology Solutions and Pope & Talbot Inc. covering the Harmac Pulp Mill in Nanaimo, B.C.	-	7,471.71
60	41484	Cellmark AB	JL RAYA SAEWA RINGIN NO 54 PONDOK GEDE 17411 JAKARTA, INDONESIA	Sales agency agreement effective January 1, 2002 between PTI and Cellmark AB.*	-	-
61	98705	Cengea Solutions	DBA GENUS RMT 560-1188 WEST GEORGIA STREET BOX 35 VANCOUVER, BC V7X 1M6 CANADA	Licence agreement Ansera Resources. and Pope & Talbot Inc. for forestry software	-	-
62	45331	Cgr Investments Inc	9912 LOUGHEED HIGHWAY BURNABY, BC V3J 1N3 CANADA	Chip supply agreement made as of May 8, 2008 between Sun Wave Forest Products Ltd. (SWFP) and Pope & Talbot Ltd., to retroactively adjust the price of chip sales by \$3/m3 supplied to Pope & Talbot's Harmac facility.	-	25,636.77
63	41911	Chemical Lime Company of Canada Inc.	OF CANADA, INC. 20303 - 102B AVENUE LANGLEY, BC V1M 3H1 UNITED STATES	Letter dated December 21, 2006 from Chemical Lime Company of Canada Inc. to PTL.	-	-
64	99554	Chemical Products Technologies Corporation	PO BOX 932828 ATLANTA, GA 31193-2828 UNITED STATES	Supply agreement entered into as of September 1, 2003 between Chemical Products Technologies Corporation and PTI, as amended by amendment dated August 24, 2006.*	916.80	-
65	45457	Cheslatta Forest Products Ltd	4722 CONTINENTAL WAY PRINCE GEORGE, BC V2N 5S5 CANADA	Fibre supply agreement made as of November 1, 2006 between PTL, Harmac Pulp Operations and Cheslatta Forest Products Ltd., as amended by confirmation of fibre transaction dated February 15, 2007.	-	-
66	45457	Cheslatta Forest Products.	4722 CONTINENTAL WAY PRINCE GEORGE, BC V2N 5S5 CANADA	Fibre supply agreement dated November 1, 2006 between PTL and Cheslatta Forest Products.	-	-
67	N/A	CIT Group / Equipment Financing Inc.	COLE SILVER CIT 305 FELLOWSHIP ROAD MT. LAURAL, NJ 08054 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
68	41175	CitiCapital Limited	PO BOX 37 MISSISSAUGA, ON L5A 2Y9 CANADA	Option notification selection form received February 06, 2007 from CitiCapital Limited to PTL.	-	1,656.18
69	95088	Cominco American.	BOX 1000 TRAIL, BC V1R4L8 CAN	Price quotation no. 01-51691 dated February 26, 2001 between PTL and Cominco American.	-	-

**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
70	40099	Coral Power, L.L.C.	909 FANNIN, SUITE 700 HOUSTON, TX 77010 UNITED STATES	Energy Purchase and Sale Agreement between Coral Power, L.L.C. and PTI effective as of April 10, 2002, as amended by a First Amendment dated as of March 16, 2004 and a Confirmation Agreement dated as of December 19, 2007, and as guaranteed by PTI pursuant to a Guaranty Agreement dated as of May 20, 2002. *	-	-
71	43798	Coulson Manufacturing Ltd.	4890 CHERRY CREEK ROAD PORT ALBERNI, BC V9Y 8E9 CANADA	Confirmations of fibre transactions between Coulson Manufacturing Ltd. and PTL dated July 1, 2006 (as amended by letter dated July 26, 2006), August 28, 2006 (as amended by letter dated September 18, 2006) September 26, 2006 (as amended by letters dated October 30, 2006, January 1, 2007 and January 29, 2007) and April 1, 2007 (as amended by letter dated April 13, 2007).	-	-
72	N/A	Curtis Farms	29889 FAYETTEVILLE ROAD SHEDD, OR 97377 UNITED STATES	Farm lease dated November 22, 1985 between Pope & Talbot Pulp, Inc. and Curtis Farms, related guarantee entered into November 22, 1985 between PTI and Lillian Curtis Roberts and Don Curtis as amended by letter agreement dated July 24, 2006 between PTI and Curtis Farms.	-	-
73	N/A	Curtis Farms	29889 FAYETTEVILLE ROAD SHEDD, OR 97377 UNITED STATES	Operating agreement made September 28, 1994 between PTI and Curtis Farms, as amended by letter agreement dated March 23, 2007.	-	-
74	99481	Custom Gasket Ltd.	975 WEST KENT AVENUE VANCOUVER, BC V6P 6K8 CANADA	Gasket supply agreement extension made as of March 23, 2007 between Custom Gaskets and Pope & Talbot Ltd., to supply gaskets to the Harmac Pulp Operation.	-	13,302.26
75	41569	Cybershift, Inc.	239 NEW ROAD BUILDING A PARSHIPPANY, NJ 7054 UNITED STATES	Standard pricing agreement dated June 28, 2001 between Cybershift, Inc. and PTL, with terms of sales agreement dated June 28, 2001 and terms of maintenance agreement dated June 28, 2001.	-	-
76	99259	Cybershift, Inc.	1500 DON MILLS ROAD SUITE 101 TORONTO, ON M3B 3K4 CANADA	Standard pricing agreement dated June 28, 2001 between Cybershift, Inc. and PTL, with terms of sales agreement dated June 28, 2001 and terms of maintenance agreement dated June 28, 2001.	-	-
77	99259	Cybershift, Inc.	1500 DON MILLS ROAD SUITE 101 TORONTO, ON M3B 3K4 CANADA	Pricing Agreement made as of June 25, 2001 between Cybershift, Inc. and PTI.	-	-
78	43146	DaimlerChrysler Financial Services Canada Inc.	LEASE 7001573995 PO BOX 2993 MILWAUKEE, WI 53201-2993 UNITED STATES	Lease agreement dated January 14, 2002 between PTL and DaimlerChrysler Financial Services Canada Inc.	-	-
79	3306000	DCT Chambers Trucking Ltd.	600 WADDINGTON DRIVE VERNON, BC V1T 8T6 CANADA	Chipping contract dated November 1, 2002 between PTL and DCT Chambers Trucking Ltd.	-	92,880.43
80	98730	DELL CANADA INC.	C/O JP MORGAN CHASE 13450 102 AVE SURREY, BC V3T 5X6 CANADA	Master lease agreement number 920838 executed April 13, 2005 and April 8, 2005 respectively between Dell Financial Services Canada Limited and PTL.	-	2,124.12
81	84954	Delwin Kropf	PO BOX 74 57887 MAPLE CIRCLE DRIVE CHRISTMAS VALLEY, OR 97641 UNITED STATES	Farm cooperator and contractor agreement made May 7, 2004 between PTI and Delwin Kropf.	9,142.60	-
82	97333	Dong Hwa Sanup Co., Ltd.	16TH FLOOR DONG-HWA BUILDING 58-7 SEOSOMUN-DONG CHUNG-KU, SEOUL, 100-110 KOREA	Sales agency agreement effective October 1, 2001 between PTI and Dong Hwa Sanup Co., Ltd.*	32,722.90	-
83	45835	Duz Cho Logging Ltd Partnershi	GENERAL DELIVERY MCLEOD LAKE, BC V0J 2G0 CANADA	Log supply agreement made as of July 16, 2007 between Duz Cho Logging Ltd. and Pope & Talbot Ltd., to supply 1500m3 of Hem/ SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.  Log supply agreement made as of October 1, 2007 between Duz Cho Logging Ltd. and Pope & Talbot Ltd., to supply 4000m3 of Hem/ SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.	-	52,920.50

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#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
84	N/A	Edward Kropf	29838 NIXON DRIVE HALSEY, OR 97348 UNITED STATES	Farm lease made July 19, 2004 between PTI and Edward Kropf, as amended by letter agreement dated July 24, 2006.	-	-
85	N/A	Edward Kropf	29838 NIXON DRIVE HALSEY, OR 97348 UNITED STATES	Operating agreement made July 19, 2004 between Mr. Ed Kropf and PTI, as amended by letter agreement dated July 24, 2006.	-	-
86	41220	Ekman Co., Inc.	8750 NORTHWEST 36TH STREET SUITE 400 MIAMI, FL 33178-2499 UNITED STATES	Sales agency agreement effective June 15, 2001 between PTI and Ekman Co., Inc.	-	-
87	45979	Eko Logging	7702 JEAN DE BREBEUFER CRESNT PRINCE GEORGE, BC V2N 3P2 CANADA	Confirmation of fibre transaction dated November 30, 2006 between Eko Logging and PTL, Mackenzie Pulp Operations.	-	-
88	92601	Emerald People's Utility District	33733 SEAVEY LOOP RD EUGENE, OR 97405-9614 UNITED STATES	Contract for electrical services made March 4, 2002 between PTI and Emerald People's Utility District, as amended by letter agreement dated December 2, 2002.	97,724.99	-
89	92601	Emerald People's Utility District	33733 SEAVEY LOOP RD EUGENE, OR 97405-9614 UNITED STATES	Memorandum of understanding dated February 3, 1999 between PTI and Emerald People's Utility District.	-	-
90	42777	Employee Benefits Management Services, Inc.	SERVICES, INC. ATTN: ACCOUNTING DEPT. PO BOX 21367 BILLINGS, MT 59104-1367 UNITED STATES	Administrative Services Agreement dated as of October 31, 2004 between Employee Benefits Management Services, Inc. and PTI.*	-	-
91	41257	Erco Worldwide	A DIVISION OF SUPERIOR PLUS LP PO BOX 3536 COMMERCE COURT POSTAL STATION TORONTO, ON M5L 1K1 CANADA	Licence agreement made as of September 15, 1998 between Sterling Canada, Inc. and Pope & Talbot Inc., to license the CLO2 process at the Halsey Pulp facility	27,436.89	-
92	93779	Esri	49 GERVAIS DRIVE DON MILLS, ON M3C1Y9 CANADA	Software license agreement between ESRI and Pope & Talbot Inc. for desktop mapping software	-	-
93	97945	Evergreen Intertrade Co., Ltd	17TH FL. SINN SATHORN TOWER 77/66 KRUNGTHONBURI ROAD KLONGSARN BANGKOK THAILAND, 10600 THAILAND	Sales agency agreement effective October 1, 1999 between PTI and Evergreen Intertrade Co., Ltd.*	8,997.10	2,346.93
94	98572	Fibre Marketing, Inc	6860 SW WINDING WAY CORVALLIS, OR 97333 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated November 7, 2007 between PTI and Fibre Marketing, Inc.	653.60	-
95	45808	Firewater Enterprises Ltd	9064 MILWAUKEE WAY PRINCE GEORGE, BC V2N 5T3 CANADA	Log supply agreement made as of July 9, 2007 between Firewater Enterprises and Pope & Talbot Ltd., to supply 1000m3 of Hem/ SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.	-	6,664.42
96	42239	First American Title Insurance Company of Oregon and Abelco Finance LLC.	INSURANCE CO. OF OREGON PACIFIC NW BANK 888 SW 5TH AVE. SUITE 600 PORTLAND, OR 97204 UNITED STATES	Fee and Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing made as of June 28, 2006 among PTI, PTL, First American Title Insurance Company of Oregon and Abelco Finance LLC.	-	-
97	96377	Fletcher Challenge Canada Limited (now is Catalyst Paper Corporation), Howe Sound Pulp and Paper Limited Partnership and Western Pulp Limited Partnership	HOWE SOUND PULP AND PAPER L.P 2900-1055 DUNSMUIR STREET PO BOX 49420 BENTAL POSTAL STN VANCOUVER, BC V7X 1B5 CANADA  WESTERN PULP L.P. SUITE 1500 505 BURRARD ST. BOX 51 VANCOUVER, BC V7X 1M5 CANADA  FLETCHER CHALLENGE CANADA LIMITED (NOW: CATALYST PAPER CORPORATION) 2ND FLOOR, 3600 LYSANDER LANE RICHMOND, BC V7B 1C3 CANADA	Vancouver Island Gas restated joint venture agreement effective November 1, 1994 between Fletcher Challenge Canada Limited, Harmac Pacific Inc., Howe Sound Pulp and Paper Limited, MacMillan Bloedel Limited and Western Pulp Limited Partnership.	-	-
98	Intercompany	Fletcher Challenge Canada Limited (now MPL)	INTERCOMPANY AGREEMENT	Statutory right of way dated March 13, 2000 in favour of Fletcher Challenge Canada Limited (now MPL) over PID 024-184-497.	-	-

**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
99	Intercompany	Fletcher Challenge Canada Limited (now MPL)	INTERCOMPANY AGREEMENT	Statutory right of way no. 703398 dated July 3, 1996 in favour of Fletcher Challenge Canada Limited (now MPL) over PID 023-366-583.	-	-
100	42390	Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.)	705 DELANEY AVENUE SLOCAN, BC V0G 2C0 CANADA	Chip Supply Agreement between Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.) and TimberNorth Forest Ltd. and TimberWest Forest Ltd. (now Pope & Talbot Ltd.) dated January 19, 1996, as amended;	-	-
101	42564	Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.)	BOX 39 RANDIUM HOT SPRINGS BC V0A 1M0 CANADA	Chip Supply Agreement between Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.) and TimberNorth Forest Ltd. and TimberWest Forest Ltd. (now Pope & Talbot Ltd.) dated January 19, 1996, as amended;	-	-
102	96911	Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.)	301-1700 WEST 75TH AVENUE VANCOUVER, BC V6P 6G2 CANADA	Chip Supply Agreement between Fletcher Challenge Canada Ltd. (now Canadian Forest Products Ltd.) and TimberNorth Forest Ltd. and TimberWest Forest Ltd. (now Pope & Talbot Ltd.) dated January 19, 1996, as amended;	-	-
103	43549	FMC of Canada Limited	PO BOX 219 POSTAL STATION "A" VANCOUVER, BC V6C 2M3 CANADA	Purchase Agreement dated November 1, 1996 between FMC of Canada Limited and PTL-Harmac Division.	-	89,563.92
104	97946	Forest Fibres Limited	1437 SOPERA AVENUE CORAL GABLES, FL 33134 UNITED STATES	Wood pulp contract made as of December 3, 2004 between PTPSUS and Forest Fibres Limited.	-	-
105	89194	Frank Lumber Company, Inc	DRAWER #79 MILL CITY, OR 97360	Chip purchase agreement made and entered into effective October 1, 1996 between PTI and Frank Lumber Company, Inc. as amended by letter agreement dated April 23, 2007.	-	-
106	89194	Frank Lumber Company, Inc	DRAWER #79 MILL CITY, OR 97360	Sawdust purchase agreement executed August 27, 1980 and September 1 respectively between PTI and Frank Lumber Co., Inc., as amended by letter agreement dated October 30, 2006.	-	-
107	89194	Frank Lumber Company.	DRAWER #79 MILL CITY, OR 97360	Confirmation of price adjustment for Douglas fir chip transactions dated August 2, 2007 between PTI and Frank Lumber Company.	-	-
108	4069300	Freres Lumber Company.	M/S 22 PO BOX 5700 PORTLAND, OR 97228 UNITED STATES	Confirmation of price adjustment for softwood chip transactions dated August 2, 2007 between PTI and Freres Lumber Company.	-	-
109	4069300	Freres Lumber Company.	M/S 22 PO BOX 5700 PORTLAND, OR 97228 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated August 2, 2007 between PTI and Freres Lumber Company.	-	-
110	44357	GE Capital Technology Management Services Inc.	1050-400 BURRARD STREET VANCOUVER, BC V6C 3A6 CANADA	Master Lease Agreement between GE Capital Technology Management Services Inc. and PTL dated as of December 10, 1997 as amended March 31, 2003.	-	-
111	90822	Geac Enterprise Solutions, Inc. (now known as Infor Global Solutions)	NW 5421 P.O. Box 1450 Minneapolis, MN 55485-5421	Appcare Agreement between Geac Enterprise Solutions, Inc. (now known as Extensity, Inc.) and Pope & Talbot, Inc. dated August 6, 2002, amended July 26, 2004, and further amended August 8, 2006.*	8,030.00	-
112	99975	Gearbulk Pool Ltd.	PO BOX HM 2257 PAR LA VILLE PLACE 14 PAR-LA-VILLE ROAD HAMILTON, BERMUDA, BERMUDA	Contract of affreightment dated November 2, 2005 between PTI and Gearbulk Pool Ltd.	-	-
113	98106	General Chemical (Us)	DEPT 1068 PO BOX 121068 DALLAS, TX 75312-1068 UNITED STATES	Sulfuric Acid supply agreement made as of November 20, 2006 between General Chemical Corporation and Pope & Talbot Inc. to supply sulfuric acid to the Halsey Pulp Operation.	-	-
114	43908	General Chemical Performance Products LLC	PRODUCTS LLC PO BOX 8870 POSTAL STATION "A" TORONTO, ON M5W 1P8 CANADA	Supply agreement entered into as of January 1, 2004 between General Chemical Corporation and PTI, as amended by first amendment to supply agreement dated November 16, 2006 between General Chemical Performance Products LLC and PTL.*	-	-

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#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
115	N/A	General Electric Capital Corporation	BOX C-97550 BELLEVUE, WA 98008 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
116	N/A	General Electric Commercial Finance Business Property	STEVEN R. WILKINS VICE PRESIDENT 5335 SW MEADOWS ROAD, SUITE 450 LAKE OSWEGO, OR 97035 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
117	96253	Georgia Pacific Corporation	P.O. BOX 215 HALSEY, OR 97348 UNITED STATES	Wood pulp contract executed September 13, 2006 between PTPSUS and Georgia Pacific Corporation.	-	-
118	44614	Georgia-Pacific West, Inc.	FILE 074457 PO BOX 60000 SAN FRANCISCO, CA 94160 UNITED STATES	Wood exchange agreement dated January 1, 2007 between Georgia-Pacific West, Inc. and PTI.	-	-
119	44614	Georgia-Pacific West, Inc.	FILE 074457 PO BOX 60000 SAN FRANCISCO, CA 94160 UNITED STATES	Natural Gas Procurement Agreement between Georgia-Pacific West, Inc. and PTI dated June 25, 2001.	-	-
120	N/A	Gold East Paper (Jiangsu) Co., Ltd., Gold Hong Ye Paper (Suzhou Industrial Park) Co., Ltd., Gold Hua Sheng Paper (Suzhou Industrial Park) Co., Ltd., Ningbo Zhonghua Paper Co., Ltd. and Asia Pulp & Paper Co., Ltd.	8, XINGGANG DONG ROAD DAGANG ZHENJIANG JIANGSU PEOPLE'S REPUBLIC OF CHINA	Wood pulp contract made as of July 21, 2006 between PTL, Gold East Paper (Jiangsu) Co., Ltd., Gold Hong Ye Paper (Suzhou Industrial Park) Co., Ltd., Gold Hua Sheng Paper (Suzhou Industrial Park) Co., Ltd., Ningbo Zhonghua Paper Co., Ltd. and Asia Pulp & Paper Co., Ltd.	-	-
121	40476	Goldenrod Asset Management, Inc.	C/O WELLS FARGO & CO. 733 MARQUETTE AVENUE, #700 MINNEAPOLIS, MN 55402 UNITED STATES	First Amended and Restated Agreement of Limited Partnership made as of December 27, 2001 between PTI and Goldenrod Asset Management, Inc.	-	-
122	40476	Goldenrod Asset Management, Inc.	C/O WELLS FARGO & CO. 733 MARQUETTE AVENUE, #700 MINNEAPOLIS, MN 55402 UNITED STATES	Inducement Agreement made as of December 26, 2001 between PTI and Goldenrod Asset Management, as amended by letter agreement dated June 28, 2006.*	-	-
123	N/A	Goldenrod Asset Management, Inc.	C/O CHIEF CREDIT OFFICER WELLS FARGO EQUIPMENT FINANCE, INC. 733 MARQUETTE AVENUE, SUITE 700 MINNEAPOLIS, MINNESOTA 55402	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
124	N/A	Grafton Agra-Forestry Ltd	19235 EENA LAKE ROAD PRINCE GEORGE, BC V2K 5K6 CANADA	Confirmation of fibre transaction (undated) between Grafton Agra-Forestry Ltd and PTL, Mackenzie Pulp Operations.	-	-
125	41916	Graymont Western US Inc.	1220 ALEXANDER AVENUE TACOMA, WA 98421 UNITED STATES	Lime supply agreement dated October 14, 2005 between Graymont Western US Inc. and PTI.*	57,417.30	-

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#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
126	Intercompany	Halsey CLO2 Limited Partnership	INTERCOMPANY AGREEMENT	Operations and maintenance agreement made as of December 4, 2001 between Halsey CIO2 Limited Partnership and Halsey Operations Co., as assigned by Halsey Operations Co. to PTL pursuant to an assignment of operations agreement dated June, 2006 between Halsey Operations Co. and PTL.	-	-
127	Intercompany	Halsey CLO2 Limited Partnership	INTERCOMPANY AGREEMENT	Assignment of Operations Agreement dated June 28, 2006 between Halsey Operations Co. and PTL	-	-
128	Intercompany	Halsey CLO2 Limited Partnership	INTERCOMPANY AGREEMENT	CIO2 Facility Output and Services Agreement dated as of December 4, 2001 between PTI and Halsey CIO2 Limited Partnership. *	-	-
129	N/A	Halsey CLO2 Limited Partnership	INTERCOMPANY	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
130	N/A	Halsey Operations Company	INTERCOMPANY	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
131	97201	Hampton Affiliates.	JIM SCHULDT HAMPTON AFFILIATES PO BOX 189 RANDLE, WA 98377 USA	Confirmation of price adjustment for softwood sawdust transactions dated October 9, 2007 between PTI and Hampton Affiliates.	-	-
132	9768800	Hampton Lumber Mills, Inc.	9600 SW BARNES ROAD SUITE 200 PORTLAND, OR 97225-6666 UNITED STATES	Sawdust purchase agreement effective January 1, 2004 between Hampton Lumber Mills, Inc., and PTI as amended by two letter agreements dated April 13, 2007.	-	-
133	N/A	Heller Financial Leasing	JEFF FITTS HELLER FINANCIAL LEASING 500 W. MONROE, 29TH FLOOR CHICAGO, IL 90661 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
134	38510	Hercules Canada Inc C3104	PO BOX 9110 STATION M CALGARY, AB T2P 5E1 CANADA	Chemical supply agreement made as of May 1, 2007 between Hercules Canada-Pulp & Paper Division and Pope & Talbot Ltd., to supply Optisperse HP54740, Control IS3070 and Steamate PAS6067 to the Mackenzie Pulp Operations in Mackenzie, B.C.	-	10,264.49
135	N/A	HM&PM Anderson (aka: HM & PE Anderson Enterprises Ltd.)	207-1638 SIX AVENUE PRINCE GEORGE, BC V2L 3N6 CANADA	Confirmation of fibre transaction dated February, 2007 between HM&PM Anderson and PTL, Mackenzie Pulp Operations.	-	-



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#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
136	42459	Hull-Oakes Lumber Co	PO BOX 40 MONROE, OR 97456 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated September 6, 2006 between PTI and Hull-Oakes Lumber Co.	3,007.55	-
137	N/A	Hyster Sales Company	PO BOX 7006 GREENVILLE, NC27835 UNITED STATES	Lease agreement dated May 29, 2003 between Hyster Sales Company and PTI.	-	-
138	N/A	Hyster Sales Company	PO BOX 7006 GREENVILLE, NC 27835 UNITED STATES	Lease agreement dated May 29, 2003 between Hyster Sales Company and PTI.	-	-
139	5084500	IBM Credit Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	Master Lease Agreement between IBM Credit Corporation and PTI dated as of August 3, 1995.	-	-
140	96377	IGI Resources Inc., Howe Sound Pulp and Paper Limited Partnership and Western Pulp Limited Partnership	IGI RESOURCES, INC. SUITE 300 701 MORRISON KNUDSEN DRIVE BOISE, ID 83707 UNITED STATES  HOWE SOUND PULP AND PAPER L.P 2900-1055 DUNSMUIR STREET PO BOX 49420 BENTAL POSTAL STN VANCOUVER, BC V7X 1B5 CANADA  WESTERN PULP L.P. SUITE 1500 505 BURRARD ST. BOX 51 VANCOUVER, BC V7X 1M5 CANADA	Gas marketing services agreement effective July 1, 2004 between Howe Sound Pulp and Paper Limited Partnership, PTL, and Western Pulp Limited Partnership and IGI Resources Inc.	-	335,323.62
141	87578	Ikon Financial Services	P.O. BOX 650073 DALLAS, TX 75265-0073 UNITED STATES	Lease Agreement 1579326 made as of February 21, 2005 between PTI and Ikon Financial Services. *	2,264.89	-
142	87578	Ikon Financial Services	P.O. BOX 650073 DALLAS, TX 75265-0073 UNITED STATES	Lease Agreement 2014106 made as of January 5, 2007 between PTI and Ikon Financial Services.*	-	-
143	98659	Incentra Solutions Nw	DEPT 1765 DENVER, CO 80291-1765 UNITED STATES	Hardware service agreement. No activity since Apr-06	-	-
144	92096	Indus International Inc.	DEPT. GA 00433 PO BOX 530109 ATLANTA, GA 3353 0109 UNITED STATES	Software support agreement between Indus International Inc. - and Pope & Talbot Inc. for Harmac's MPAC system; recently sold out to Ventyx.	-	-
145	45073	Interfor Pacific Inc.	PO BOX 638 GILCHRIST, OR 97737 UNITED STATES	Letter agreement dated October 16, 2007 amending Residual Products Sales Agreement between PTI and Interfor Pacific Inc.	-	-
146	5084500	International Business Machines Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Notes with Collaboration User License + SW Maintenance 12 Months between Pope & Talbot, Inc. and International Business Machines Corporation dated October 18, 2006.*	-	-
147	5084500	International Business Machines Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Notes with Collaboration User from Notes Messaging or Domino Web Access Collaboration Trade Up License + SW Maintenance 12 Months between Pope & Talbot, Inc. and International Business Machines Corporation dated October 18, 2006.*	-	-
148	5084500	International Business Machines Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Domino Enterprise Server Value Unit Annual SW Maintenance Renewal between Pulp & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.*	-	-
149	5084500	International Business Machines Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Notes with Collaboration User Annual SW Maintenance Renewal between Pulp & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.*	-	-
150	5084500	International Business Machines Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Domino Designer User Annual SW Maintenance Renewal between Pulp & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.*	-	-
151	41465	Interstate Distributor Co.	PO BOX 94334 SEATTLE, WA 98124-6634 UNITED STATES	Rate Schedule No. 438 between Interstate Distributor Co. and PTI (8th revised) issued March 9, 2007.	47,053.20	-

**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
152	45976	James Hardie Building Products, Inc.	26300 LA LALMEDA SUITE 250 MISSION VIEJO, CA 92691 UNITED STATES	Supply agreement made January 1, 2005 between James Hardie Building Products, Inc. and PTI, as amended by addendum 1 dated February 8, 2006.*	179,755.43	-
153	96254	James River Paper Company, Inc. and James River Corporation of Virginia	521 CHKALOU DRIVE VANCOUVER, WA 98684	Settlement and operating agreement dated August 9, 1991 between PTI and James River Paper Company, Inc. and James River Corporation of Virginia as amended by amendment to the August 9, 1991 settlement and operating agreement dated February 7, 1996 between PTI and James River Paper Company, Inc. and James River Corporation of Virginia.*	-	-
154	N/A	James Van Leeuwen	27070 IRISH BEND LOOP HALSEY, OR 97348 UNITED STATES	Farm lease made July 19, 2004 between James Van Leeuwen and PTI, as amended by letter agreement dated March 23, 2007.	-	-
155	45946	Jerry Myatovic	4220 NORTHWOOD PULP MILL RD PRINCE GEORGE, BC V2K 5R8 CANADA	Confirmation of fibre transaction dated November 15, 2006 between Jerry Myatovic and PTL, Mackenzie Pulp Operations.	-	24,087.92
156	45838	K&G Logging	9189 NIELSON ROAD PRINCE GEORGE, BC V2K 5T6 CANADA	Confirmation of fibre transaction dated February, 2007 between K&G Logging and PTL, Mackenzie Pulp Operations.	-	24,892.51
157	45838	K&G Logging	9189 NIELSON ROAD PRINCE GEORGE, BC V2K 5T6 CANADA	Confirmation of fibre transaction dated November 30, 2006 between K&G Logging and PTL, Mackenzie Pulp Operations.	-	-
158	38551	Kemira Chemicals Canada Inc.	PO BOX 160 ST CATHERINES, ON L2R 6S4 CANADA	Defoamer supply agreement dated January 1, 2007 between PTL and Kemira Chemicals Canada Inc.	-	424,241.14
159	100543	Kemira Chemicals, Inc.	PO BOX 101474 ATLANTA, GA 30392 UNITED STATES	Pricing Agreement effective November 1, 2005 between Kemira Chemicals, Inc. and PTL.	-	-
160	N/A	Keybank, N.A.	601 108TH AVENUE NE PO BOX 90027 BELLEVUE, WA 98009-9027 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
161	N/A	Kimberly-Clark Global Sales, Inc.	ATTN: ACCOUNTS PAYABLE P.O. BOX 981745 EL PASO, TX 79998-1745 UNITED STATES	Pulp supply agreement made as of January 1, 2005 between Kimberly-Clark Global Sales, Inc. and PTI.*	-	-
162	44041	Kitwanga Lumber Company	#204-8501 162ND STREET SURREY, BC V4N 1B2 CANADA	Letter agreement dated June 10, 2005 between Kitwanga Lumber Company and PTL, as amended by letter agreement dated November 21, 2006, confirmation of fibre transaction dated November 10, 2006, addendum dated December 12, 2006, and letter agreement dated January 1, 2007.	-	-
163	45861	Kollbrand Holdings Ltd	BOX 1679 MACKENZIE, BC V0J 2C0 CANADA	Log supply agreement made as of July 29, 2007 between Kollbrand Holdings Ltd. and Pope & Talbot Ltd., to supply 500m3 of Hem/ SPF logs to the Mackenzie Pulp Operations in Mackenzie, B.C.	-	23,292.87
164	41968	Lakeland Sawmills	BOX 1358 PRINCE GEORGE, BC V2L 4V4 CANADA	Confirmation of fibre transaction dated December 1, 2006 between Lakeland Sawmills and PTL, Mackenzie Pulp Operations.	-	-
165	91979	Lawson Associates, Inc.	PO BOX 2395 CAROL STREAM, IL 60132-2395 UNITED STATES	Lawson Software Product License Agreement between Lawson Associates, Inc. and Pope & Talbot, Inc. dated November 7, 1997 (with subsequent amendments).*	-	-
166	91979	Lawson Software, Inc.	PO BOX 2395 CAROL STREAM, IL 60132-2395 UNITED STATES	Lawson Software, Inc. Services Agreement between Lawson Software, Inc. and Pope & Talbot, Inc. dated March 13, 2006.*	-	-
167	38572	Licar Management Group	PROPERTY MANAGEMENT 9908 - 96TH AVENUE FORT ST. JOHN, BC V1J 6X9 CANADA	Lease agreement made as of November 1, 2005 between 683090 B.C. Ltd. (Licar Management) and Pope & Talbot, Ltd. for the lease of office space in Mackenzie, B.C.	-	-

**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
168	N/A	Lindy Schrem (aka: LW Schram Ventures)	2430 JASPER STREET PRINCE GEORGE, BC V2L 1P1 CANADA	Confirmation of fibre transaction dated November 3, 2006 between Lindy Schrem and PTL, Mackenzie Pulp Operations.	-	-
169	N/A	Logland/Pete Kylo (aka: 742412 B. C. Ltd)	BAG 1950 MACKENZIE, BC V0J 2C0	Confirmation of fibre transaction dated December 20, 2006 between Logland/Pete Kylo and PTL, Mackenzie Pulp Operations.	-	-
170	99134	MacMillan Bloedel Limited (now Western Forest Products)	3RD FLOOR 435 TRUNK ROAD DUNCAN, BC V9L 2P9 CANADA	Chip and Pulp Log Supply Agreement between MacMillan Bloedel Limited (now Western Forest Products) and Harmac Pacific Inc. (now Pope & Talbot Ltd.) dated May 26, 1994, as amended;	-	-
171	80482	Marmon / Keystone Canada Inc.	27447 - 56TH AVENUE LANGLEY, BC V4W 3X1 CANADA	Supply agreement made as of October 11, 2005 between Marmon/ Keystone Canada Inc. and Pope & Talbot Ltd., to supply the company's stores at the Nainamo Pulp Operation.	-	6,620.89
172	45984	Marsulex Inc.	DEPT 771288 PO BOX 77000 DETROIT, MI 48277-1288 UNITED STATES	Sulphuric Acid Supply Agreement dated January 1, 2007 between Marsulex Inc. and PTL.	1,917.00	-
173	N/A	Master Designs Inc.	1695 PEARSON AVENUE PRINCE GEORGE, BC V2L 4K7 CANADA	Confirmation of fibre transaction dated January 22, 2007 between Master Designs Inc. and PTL, Mackenzie Pulp Operations.	-	-
174	99455	MD Lang Papier GmbH and Madison Paper Company	NICOLAUSSTRASSE 7 D-94447 PLATTLING GERMAN, GERMANY	Wood pulp contract made as of December 9, 2004 between PTL and MD Lang Papier GmbH and Madison Paper Company, as amended by addendum 1 dated May 23, 2005 between PTL and MD Lang Papier GmbH.	-	-
175	N/A	MD LEIPA/Georg Leinfelder GmbH	KUHHEIDE 34 SCHWEDT D-16303 DERMANY	Wood pulp contract made as of November 13, 2006 between PTPSUS and MD LEIPA/Georg Leinfelder GmbH.	-	-
176	41595	Medbulk Maritime (a.k.a.: Anglo Canadian Shipping Co)	SUITE 1100 900 WEST HASTINGS STREET VANCOUVER, BC V6C 1E5 CANADA	Contract of affreightment dated November 1, 2006 between PTL and Medbulk Maritime.	-	-
177	6080000	Melvin Mark Properties	UNIT 01 MELVIN MARK COMPANIES PO BOX 4500 PORTLAND, OR 97208-4500 UNITED STATES	Lease dated April 26, 1999 between Crown Plaza and PTL for a portion of the first and second floors of Portland office building	2,420.93	-
178	98138	Meridian Specialties Inc.	2800 VIKING WAY RICHMOND, BC V6V 1N5 CANADA	Supply agreement between Meridian and Pope & Talbot Ltd. for stores supplies for Nainamo Pulp Operation.	-	76,481.54
179	N/A	Mike Hoffart (aka: parsnip River Forestry Inc.)	BOX 2198 MACKENZIE, BC V0J 2C0 CANADA	Confirmation of fibre transaction dated November 2, 2006 between Mike Hoffart and PTL, Mackenzie Pulp Operations.	-	-
180	42640	Miquel y Costas y Miquel S.A.	TUSET, 10 BARCELONA, SPAIN, 8006 SPAIN	Wood pulp contract made as of January 1, 2005 between PTL and Miquel y Costas y Miquel S.A.	-	-
181	46023	Mitchell Bros.	BLDG 3 SUITE 100 600 E MARITIME AVENUE VANCOUVER, WA 98661 UNITED STATES	Agreement between Mitchell Bros. and PTL (for 2007 rates, but subsequently adjusted for 2008 at \$315 plus fuel surcharge).	-	-
182	45504	Monolith Holdings Ltd	BOX 587 BURNS LAKE, BC V0J 1E0 CANADA	Small purchases of logs. Under short term contract (may only be a PO)	-	-
183	N/A	Moritz J. Weig GmbH & Co. KG,	POLCHER STRASSE 113 MAYEN, DE D-56727 GERMANY	Wood pulp contract no. 2005 made as of December 1, 2004 between PTL and Moritz J. Weig GmbH & Co. KG, as amended by amendment number 1 dated January 6, 2006.	-	-
184	Intercompany	MPL	INTERCOMPANY AGREEMENT	Bare trust and agency agreement made as of December 31, 2001 between PTL and MPL.	-	-
185	Intercompany	MPL	INTERCOMPANY AGREEMENT	License over PID: 024-184-411, Lot A, District Lot 12478, Caribou District, Plan PGP42628, appurtenant to Easement PM45176, in respect of the use of the moorage site, docks and related facilities thereon.	-	-
186	N/A	Mylykoski Continental GmbH	ETELAESPLANADI 20 FIN00130, HELSINKI FINLAND	Woodpulp contract concluded on April 11, 2007 between Mylykoski Continental GmbH and PTL.*	-	-

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**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
187	N/A	N/A	INTERCOMPANY AGREEMENT	Option to purchase dated May 26, 1994 from The Nature Trust of British Columbia to MacMillan Bloedel Limited for PIDs 004-674-006, 004-678-478, and 004-678-486, as assigned by MacMillan Bloedel Limited to Harmac Pacific Inc. (now PTL) on May 26, 1994 (charge #EH70652 (assignment of R69305)).	-	-
188	N/A	N/A	INTERCOMPANY AGREEMENT	Statutory right of way no. 105854 dated March 12, 1998 in favour of Harmac Pacific Inc. (now PTL) over PID 024-089-320 (charge # EM24688).	-	-
189	N/A	N/A	INTERCOMPANY AGREEMENT	Statutory right of way dated May 1, 1999 in favour of Harmac Pacific Inc. (now PTL) over PID 002-308-151 (charge #EN 39180).	-	-
190	N/A	N/A	INTERCOMPANY AGREEMENT	Statutory right of way in favour of Harmac Pacific Inc. (now PTL) over PID 002-308-151, registered May 24, 1994, charge # EH 70653 (assignment of EH54371).	-	-
191	N/A	N/A	INTERCOMPANY AGREEMENT	Statutory right of way dated May 1, 2005 in favour of Harmac Pacific Inc. (now PTL) over PID 002-308-151.	-	-
192	N/A	N/A	INTERCOMPANY AGREEMENT	Statutory right of way dated May 24, 1994 in favour of Harmac Pacific Inc. (now PTL) over PIDs 008-996-369 and 008-996-318 (charge #EH70648).	-	-
193	N/A	N/A	INTERCOMPANY AGREEMENT	Statutory right of way dated May 24, 1994 in favour of Harmac Pacific Inc. (now PTL) over PIDs 023-922-893, 023-922-907 and 023-922-915 (charge #EH70647).	-	-
194	6519300	Nalco Company	5210 NW FRUIT VALLEY RD. VANCOUVER, WA 98660 USA	Supply agreement between Nalco total water management and Pope & Talbot Ltd. for water treatment chemicals for the Halsey Pulp Operation.	-	-
195	97978	Nanaimo Port Authority	PO BOX 131 NANAIMO, BC V9R 5K4 CANADA	Lease agreement dated for reference November 1, 2004 between Nanaimo Port Authority and PTL.	-	2,685.32
196	97978	Nanaimo Port Authority	PO BOX 131 NANAIMO, BC V9R 5K4 CANADA	Lease agreement dated for reference November 1, 2004 between Nanaimo Port Authority and PTL.	-	-
197	43550	National Silicates	429 KIPLING AVENUE ETOBICOKE, ON M8Z 5C7 CANADA	Contractual agreement between PTL and National Silicates executed November 28, 2000 and November 16, 2000, respectively, with letter dated September 19, 2006 and related correspondence.	-	66,497.65
198	88177	Neopost Leasing	PO BOX 45822 SAN FRANCISCO, CA 94145-0822 UNITED STATES	Agreement dated January 29, 2003 between Neopost Leasing and PTI.	493.33	-
199	42837	NEPS, LLC	7 STILES ROAD SUITE 201 ATTN: ACCOUNTS RECEIVABLE SALEM, NH 3079 UNITED STATES	Software Maintenance Agreement made as of September 13, 2007 between PTI and NEPS, LLC.*	-	-
200	38904	Nexen Chemicals Canada Limited Partnership	C/O VH 1002 PO BOX 9520 STATION TERMINAL VANCOUVER, BC V6B 6E7 CANADA	Caustic soda sales contract effective August 1, 2001 between Nexen Chemicals Canada Limited Partnership and PTL - Harmac Pulp Operations and Pope & Talbot Mackenzie Pulp Operations Ltd.*	-	645,904.00
201	38904	Nexen Chemicals Canada Limited Partnership	C/O VH 1002 PO BOX 9520 STATION TERMINAL VANCOUVER, BC V6B 6E7 CANADA	Sodium chlorate sales contract effective August 1, 2001 between Nexen Chemicals Canada Limited Partnership and PTL - Harmac Pulp Operations and Pope & Talbot Mackenzie Pulp Operations Ltd.*	-	-

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#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
202	38904	Nexen Chemicals Canada Ltd.	C/O VH 1002 PO BOX 9520 STATION TERMINAL VANCOUVER, BC V6B 6E7 CANADA	Sub-lease aquatic lands (of lease of aquatic lands no. 103441) effective August 1, 2005 between PTL and Nexen Chemicals Canada Ltd.	-	-
203	99765	Nexen Chemicals Canada Ltd.	C/O VH 1002 PO BOX 9520 STATION TERMINAL VANCOUVER, BC V6B 6E7 CANADA	Sub-lease aquatic lands (of lease of aquatic lands no. 103441) effective August 1, 2005 between PTL and Nexen Chemicals Canada Ltd.	-	-
204	45834	NLS Ltd./Rahn Forest Prod	871-3RD AVENUE UNIT A PRINCE GEORGE, BC V2L 3C7 CANADA	Confirmation of fibre transaction dated January 10, 2007 between NLS Ltd./Rahn Forest Prod. and PTL, Mackenzie Pulp Operations.	-	-
205	96448	Norpac Controls	30 GOSTICK PLACE NORTH VANCOUVER, BC V7M 3G3 CANADA	Limited options, distribution rights in the region.	-	68,959.43
206	45834	Northern Lumber Solutions	871-3RD AVENUE UNIT A PRINCE GEORGE, BC V2L 3C7 CANADA	Confirmation of fibre transaction dated February, 2007 between Northern Lumber Solutions and PTL, Mackenzie Pulp Operations.	-	-
207	45834	Northern Lumber Solutions	871-3RD AVENUE UNIT A PRINCE GEORGE, BC V2L 3C7 CANADA	Confirmation of fibre transaction dated January 22, 2007 between Northern Lumber Solutions and PTL, Mackenzie Pulp Operations.	-	1,655.72
208	41330	Northstar Chemical Inc.	MS#01 PO BOX 5700 PORTLAND, OR 97228 UNITED STATES	Supply agreement entered into as of May 1, 2003 between Northstar Chemical Inc. and PTI, as amended by first amendment dated April 10, 2006 and by second amendment dated May 3, 2007.*	-	-
209	43061	Northwest Jeep Eagle	10600 SW CANYON ROAD BEAVERTON, OR 97005 UNITED STATES	Motor vehicle lease agreement dated December 10, 2004 between Northwest Jeep Eagle and PTI.	-	-
210	38924	Ondeo Nalco Company	PO BOX 9130 POSTAL STATION M CALGARY, AB T2P 5E1 CANADA	Supply agreement entered into as of October 1, 2002 by and between Ondeo Nalco Company and PTI.	-	-
211	88204	Oracle Corporation	P.O. BOX 71028 CHICAGO, IL 60694-1028 USA	Software license agreement between Oracle Corp and Pope & Talbot Inc. for use of Oracle software.	12,846.25	-
212	96816	Oracle Corporation	PO BOX 44471 SAN FRANCISCO, CA 94144-4471 UNITED STATES	Software license agreement between Oracle Corp and Pope & Talbot Inc. for use of Oracle software.	-	-
213	100454	Papcel S.R.L.	CORSA MILANO 46 MILAN, MONZA ITALY, 20052 ITALY	Sales agency agreement effective January 1, 2004 between PTI and Papcel S.R.L.	53,553.95	-
214	42216	Perceptive Software, Inc.	PO BOX 872869 KANSAS CITY, MO 64187-2869 UNITED STATES	Software Maintenance and Support Agreement made as of February 18, 2004 between PTI and Perceptive Software, Inc.	-	-
215	N/A	PG Sort Yard	8545 WILLOW CALE FOREST ROAD PRINCE GEORGE, BC V2N 6Z9 CANADA	Confirmation of fibre transaction (undated) between PG Sort Yard and PTL, Mackenzie Pulp Operations.	-	-
216	97978	Port of Nanaimo Authority.	PO BOX 131 NANAIMO, BC V9R 5K4 CANADA	Purchase order no. 07-S1232 dated January 2, 2007 between PTL and Port of Nanaimo Authority.	-	-
217	41485	Portland & Western Railroad	PO BOX 111720 TACOMA, WA 98411 UNITED STATES	Letter Quote No. 080107.001 between PTI and Portland & Western Railroad effective as of January 7, 2008 (letter quote technically expired but counter party currently honoring quotes).	2,751.00	-
218	89938	Praxair Canada Inc.	PRAXAIR CANADA INC. PO BOX 400 STATION D SCARBOROUGH, ON M1R 5M1 CANADA	VPSA oxygen supply agreement made February 22, 2001 between Praxair Canada Inc. and Norske Skog Canada Mackenzie Pulp Limited.*	-	7,825.58
219	89938	Praxair Canada Inc.	PRAXAIR CANADA INC. PO BOX 400 STATION D SCARBOROUGH, ON M1R 5M1 CANADA	Gas supply and service agreement no. 07-1938 dated May 7, 2001 between Praxair Canada Inc. and Norske Skog Canada Mackenzie Pulp Limited.*	-	-
220	89938	Praxair Canada Inc.	PRAXAIR CANADA INC. PO BOX 400 STATION D SCARBOROUGH, ON M1R 5M1 CANADA	Gas supply and service agreement no. 07-1086 dated July 13, 1993 between Praxair Canada Inc. and Fletcher Challenge Canada Limited Mackenzie Pulp Division, with letter dated June 28, 2001 to Norske Skog Mackenzie Pulp Division.	-	-

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**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
221	9999479	Praxair Canada Inc.	DIV OF PRAXAIR CANADA INC. PO BOX 2877 STATION M CALGARY, AB T2P 2M7 CANADA	Gas supply and service agreement no. 07-2099 dated January 1, 2004 between Praxair Canada Inc. and PTL – Harmac Pulp Operations.*	-	177,594.03
222	44150	Province of British Columbia	MINISTER OF FINANCE MINISTRY OF AGRICULTURE & LAND AR LAND SECTION PO BOX 34096 STN D VANCOUVER, BC V6J 4M1 CANADA	Lease of aquatic lands no. 103441 dated for reference August 1, 1990 between Her Majesty the Queen in right of the Province of British Columbia and MacMillan Bloedel Limited, as assigned by MacMillan Bloedel Limited to Harmac Pacific Inc. pursuant to an agreement dated for reference May 26, 1994 between MacMillan Bloedel Limited, Harmac Pacific Inc. and the Majesty the Queen in right of the Province of British Columbia. This lease is subject to a sublease by way of mortgage in favour of Ableco Finance LLC.	-	-
223	44150	Province of British Columbia / MacMillan Bloedel Limited	MINISTER OF FINANCE MINISTRY OF AGRICULTURE & LAND AR LAND SECTION PO BOX 34096 STN D VANCOUVER, BC V6J 4M1 CANADA	Lease of aquatic lands no. 103441 dated for reference August 1, 1990 between Her Majesty the Queen in right of the Province of British Columbia and MacMillan Bloedel Limited, as assigned by MacMillan Bloedel Limited to Harmac Pacific Inc. pursuant to an agreement dated for reference May 26, 1994 between MacMillan Bloedel Limited, Harmac Pacific Inc. and the Majesty the Queen in right of the Province of British Columbia.	-	-
224	97986	Province of British Columbia / MacMillan Bloedel Limited	MINISTER OF FINANCE MINISTRY OF AGRICULTURE & LAND AR LAND SECTION PO BOX 34096 STN D VANCOUVER, BC V6J 4M1 CANADA	Lease of aquatic lands no. 103441 dated for reference August 1, 1990 between Her Majesty the Queen in right of the Province of British Columbia and MacMillan Bloedel Limited, as assigned by MacMillan Bloedel Limited to Harmac Pacific Inc. pursuant to an agreement dated for reference May 26, 1994 between MacMillan Bloedel Limited, Harmac Pacific Inc. and the Majesty the Queen in right of the Province of British Columbia.	-	-
225	44150	Province of British Columbia / Nanaimo Port Authority	MINISTER OF FINANCE MINISTRY OF AGRICULTURE & LAND AR LAND SECTION PO BOX 34096 STN D VANCOUVER, BC V6J 4M1 CANADA	Non-disturbance agreement dated for reference and made as of November 1, 2004 between Her Majesty the Queen in right of the Province of British Columbia and Nanaimo Port Authority and PTL.	-	-
226	97978	Province of British Columbia / Nanaimo Port Authority	PO BOX 131 NANAIMO, BC V9R 5K4 CANADA	Non-disturbance agreement dated for reference and made as of November 1, 2004 between Her Majesty the Queen in right of the Province of British Columbia and Nanaimo Port Authority and PTL.	-	-
227	Intercompany	PTI	INTERCOMPANY AGREEMENT	Assignment and Assumption Agreement dated as of June 28, 2006 by and between PTI and PTL (Also relates to Halsey Mill Facility).	-	-
228	Intercompany	PTL	INTERCOMPANY AGREEMENT	Canadian Pulp Sales Representative Agreement between PTPSUS and PTL.	-	-
229	Intercompany	PTL	INTERCOMPANY AGREEMENT	Pulp Sales Representative Agreement made as of June 28, 2006 between PTPSUS and PTL.	-	-
230	Intercompany	PTL	INTERCOMPANY AGREEMENT	U.S. Pulp Sales Representative Agreement between PTPSUS and PTI.	-	-
231	Intercompany	PTL	INTERCOMPANY AGREEMENT	Site lease dated June 28th, 2006 between PTI and PTL for the Halsey pulp mill.	-	-
232	Intercompany	PTL	INTERCOMPANY AGREEMENT	Management Services Agreement by and between PTI and PTL.	-	-

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**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
233	Intercompany	PTPS Europe / PTL	INTERCOMPANY AGREEMENT	Sales Representative Agreement made as of January 1, 2006 between Pope & Talbot Pulp Sales Europe, PTI and PTL, as amended by the Addendum to the January 1, 2006 Sales Representative Agreement dated June 28, 2006.	-	-
234	97327	Puget Sound Truck Lines	PO BOX 24286 SEATTLE, WA 98124-0286 UNITED STATES	Rate Confirmation between Puget Sound Truck Lines and PTI effective as of September 1, 2007.	54,110.79	-
235	N/A	Pulpnet S.R.L.	CENTRO DIREZIONALE COLLEONI PALAZZO LIOCORNO / A2 VIA PARACELSO, 6 - 20041 AGRATE BRIANZA, MI ITALY	Wood pulp contract made as of January 30, 2006 between PTI and Pulpnet S.R.L.	-	-
236	44864	Qes Consulting	5950 BLAIRMORE PLACE NANAIMO, BC V9T 6P6 CANADA	Software maintenance and support services agreement between QES Consulting - and Pope & Talbot Ltd for Harmac PTMS system	-	-
237	95425	Quality Engineered Systems Ltd.	RR #7, 1016 SEAMOUNT WAY GIBSON, BC V0N1V7 CAN	Quality Engineered Systems Ltd. Product Tracking and Management System Software Maintenance System Software Maintenance and Support Service Agreement between Quality Engineered Systems Ltd. and Harmac Pulp Operations of Pope & Talbot, Ltd. effective as of January 1, 2001.*	3,275.00	-
238	95425	Quality Engineered Systems Ltd.	RR #7, 1016 SEAMOUNT WAY GIBSON, BC V0N1V7 CANADA	Software Supply, Implementation and License Agreement between Pope & Talbot, Ltd. and Quality Engineered Systems Ltd. effective as of May 20, 2003.*	-	-
239	95425	Quality Engineered Systems Ltd.	RR #7, 1016 SEAMOUNT WAY GIBSON, BC V0N1V7 CANADA	Software Supply, Implementation and License Agreement between Pope & Talbot, Inc. and Quality Engineered Systems Ltd. effective as of January 13, 2000.*	-	-
240	N/A	Quesnel River Pulp Co.	1000 FINNING ROAD QUESNEL, BC V2J 6A1 CANADA	Wood pulp contract made as of July 18, 2005 between PTPSUS and Quesnel River Pulp Co.	-	-
241	N/A	Quietwood Logging	16680 UPPER MUD RIVER CHILAKO PRINCE GEORGE, BC V2N 6K6 CANADA	Confirmation of fibre transaction dated November 20, 2006 between Quietwood Logging and PTL, Mackenzie Pulp Operations.	-	-
242	N/A	Ray Robb	29320 PINE GROVE DRIVE HALSEY, OR 97348 UNITED STATES	Farm lease made September 9, 1994 between PTI and Ray Robb, as amended by letter agreement dated March 29, 2007.	-	-
243	99552	Rio Tinto Minerals( under Luzenac)	DEPT 1779 DENVER, CO 80291-1779 UNITED STATES	Letter dated March 20, 2007 from Rio Tinto Minerals to PTL.	166,242.47	-
244	98413	Rivtow Marine Ltd.	PO BOX 3650 VANCOUVER, BC V6b 3Y8 CANADA	Agreement made as of January 13, 1998 between Harmac Pacific Inc. and Rivtow Marine Ltd.	-	-
245	43657	Rosboro Lumber Company	PO BOX 20 SPRINGFIELD, OR 97477-0086 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated October 24, 2007 between PTI and Rosboro Lumber Company.	-	-
246	79749	Seaspan International Ltd.	10 PEMBERTON AVENUE NORTH VANCOUVER, BC V7P 2R1 CANADA	Letter agreement dated December 14, 2007 between PTI and Seaspan International Ltd. (relating to the barging of rail cars to and from the Harmac mill).	-	-
247	79749	Seaspan International Ltd.	10 PEMBERTON AVENUE NORTH VANCOUVER, BC V7P 2R1 CANADA	Letter agreement dated December 14, 2007 between PTI and Seaspan International Ltd.	-	82,100.38

**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
248	N/A	Selco Service Corporation	RICHARD J. REMIKER VICE PRESIDENT KEY EQUIPMENT FINANCE 66 SOUTH PEARL ST. 7TH FLOOR ALBANY, NY 12207 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
249	8165300	Seneca Sawmill Company	P.O. BOX 851 EUGENE, OR 97401	Confirmation of price adjustment for softwood shavings transactions dated October 25, 2007 between PTI and Seneca Sawmill Company.	-	-
250	8165300	Seneca Sawmill Company	P.O. BOX 851 EUGENE, OR 97401	Confirmation of price adjustment for Douglas fir chip transactions dated October 25, 2007 between PTI and Seneca Sawmill Company.	-	-
251	45119	Sierra Pacific Industries	PO BOX 496028 REDDING, CA 96049 UNITED STATES	Letter agreement dated October 31, 2006 between Sierra Pacific Industries and PTI.	-	-
252	45119	Sierra Pacific Industries	PO BOX 496028 REDDING, CA 96049 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated November 20, 2007 between PTI and Sierra Pacific Industries.	-	-
253	45119	Sierra Pacific Industries	PO BOX 496028 REDDING, CA 96049 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated November 20, 2007 between PTI and Sierra Pacific Industries.	-	-
254	95924	Sierrapine Ltd	PO BOX 90 SPRINGFIELD, OR 97477 USA	Confirmation of sales order no. 07-00038 for softwood shavings transactions dated December 10, 2007 between PTI and Sierrapine Ltd.	-	-
255	95924	Sierrapine Ltd.	PO BOX 90 SPRINGFIELD, OR 97477 USA	Confirmation of sales order no. 07-00018 for softwood shavings transactions dated July 24, 2007 between PTI and Sierrapine Ltd.	-	-
256	98877	Sigurdson Bros. Logging Company Ltd.	5255 FRIZZI ROAD WILLIAMS LAKE, BC V2G 5B8 CANADA	Fibre supply agreement made as of September 12, 2006 between PTL and Sigurdson Bros. Logging Company Ltd.	-	-
257	88056	Simpson Timber Company	DEPT 1659 DENVER, CO 80291-1659 UNITED STATES	Wood Residuals Sales Agreement dated as of November 5, 2007 between PTI and Simpson Timber Company.	-	-
258	45784	Slade L'Hirondelle	230 DUPRE STREET PRINCE GEORGE, BC V2K 1W4 CANADA	Confirmation of fibre transaction dated November 2, 2006 between Slade L'Hirondelle and PTL, Mackenzie Pulp Operations.	-	-
259	N/A	Slave Lake Pulp Corp.	P.O. BOX 1790 SLAVE LAKE, AB T0G 2A0 CANADA	Wood pulp contract made as of July 18, 2005 between PTPSUS and Slave Lake Pulp Corp.	-	-
260	38613	Slocan Group.	PO BOX 4100 VANCOUVER, BC V6B 5X4 CANADA	Residual fibre supply agreement made as of January 19, 1996 between Fletcher Challenge Canada Limited and Timbernorth Forest Limited and Timberwest Forest Limited, as amended by residual fibre supply agreement amendment made June 23, 1997 between 3264939 Canada Limited, Timberwest Forest Limited, Timbernorth Forest Limited and Slocan Forest Products Ltd., assigned by assignment and assumption agreement effective as of December 31, 2000 among Norske Skog Canada Pulp Operations Limited and Norske Skog Canada Mackenzie Pulp Limited and Slocan Forest Products Ltd., and as amended and assigned by assignment and assumption agreement effective as of December 31, 2001 among Pope & Talbot Mackenzie Pulp Operations Ltd., PTL and Slocan Group.	-	-



**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
261	43729	Smit Marine Canada Inc	PO BOX 3650 VANCOUVER, BC V6B 3Y8 CANADA	Wood chips transportation agreement	-	256,544.54
262	N/A	Sofidel SPA	VIA DE LUCIA 9 PORCARI (LU) ITALY	Wood pulp contract made as of January 30, 2006 between PTI and Sofidel SPA.	-	-
263	96591	Softchoice (Mcafee & Sophos)	520 SW 6TH AVENUE SUITE 1220 PORTLAND, OR 97204 UNITED STATES	Software license agreement between McAfee Inc - and Pope & Talbot Inc. for use of the McAfee antivirus software	16,704.00	-
264	45372	Solvay Chemicals, Inc.	88174 EXPEDITE WAY CHICAGO, IL 60695-001 UNITED STATES	Supply agreement entered into as of November 21, 2006 between Solvay Chemicals, Inc. and PTL.	40,739.60	-
265	44679	Sound Refining, Inc.	PO BOX 1372 TACOMA, WA 98401 UNITED STATES	Supply agreement entered into as of June 1, 2006 between Sound Refining, Inc. and PTL.	11,788.08	-
266	N/A	SPL WorldGroup, Inc.	525 MARKET STREET, 33RD FLOOR SAN FRANCISCO, CA 94105 UNITED STATES	Software License and Support Services Agreement made as of April 15, 2005 between PTL and SPL WorldGroup, Inc., as amended December 23, 2005 (making PTL a party).*	-	-
267	N/A	SPL WorldGroup, Inc.	525 MARKET STREET, 33RD FLOOR SAN FRANCISCO, CA 94105 UNITED STATES	License agreement between PTL and SPL WorldGroup, Inc., effective April 15, 2005 amended December 23, 2005 and further amended August 3, 2006.*	-	-
268	87678	Star Shipping (Canada) Ltd.	9TH FLOOR 1111 WEST HASTINGS STREET VANCOUVER, BC V6E 2J3 CANADA	Contract of Affreightment between Star Shipping (Canada) Ltd. and Pope & Talbot Inc. dated February 5, 2002;	-	-
269	97988	Star Shipping (Canada) Ltd.	#2400-1066 W. HASTINGS STREET VANCOUVER, BC V6E 3X2 CANADA	Contract of Affreightment between Star Shipping (Canada) Ltd. and Pope & Talbot Inc. dated February 5, 2002;	-	-
270	87678	Star Shipping A/S	9TH FLOOR 111 WEST HASTINGS STREET VANCOUVER, BC V6E 2J3 CANADA	Contract of affreightment dated January 22, 2002 between PTI and Star Shipping A/S, as amended January 23, 2004 and January 19, 2005.	-	-
271	97988	Star Shipping A/S	9TH FLOOR 111 WEST HASTINGS STREET VANCOUVER, BC V6E 2J3 CANADA	Contract of affreightment dated February 5, 2002 between PTI and Star Shipping A/S, as amended January 12, 2004.	-	-
272	98547	Sterling Canada, Inc.	STERLING PULP CHEMICALS PO BOX 3536 COMMERCE COURT POSTAL STN TORONTO, ON M5L 1K1 UNITED STATES	Licence agreement made as of September 15, 1998 between Sterling Canada, Inc. and PTI.*	-	-
273	8467900	Sterling Commerce	P.O. BOX 73199 CHICAGO, IL 60673 UNITED STATES	Gentren EDI software maintenance agreement.	4,544.56	-
274	45347	Sun Wave Forest Products Ltd.	9912 LOUGHEED HIGHWAY BURNABY, BC V3J 1N3 CANADA	Letters of chip selling agreement (2) dated September 25, 2006 between Sun Wave Forest Products Ltd. and PTL - Harmac Division, as amended by amendment letter dated November 10, 2006, with application for private crossing dated February 1, 2007.	-	65,684.86
275	43090	Sundance Lumber Company.	PO BOX 109 SPRINGFIELD, OR 97477 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated December 10, 2007 between PTI and Sundance Lumber Company.	3,223.80	-
276	90991	Surewood Forestry	CONSULTANTS LTD. P.O. BOX 171 NELSON, BC V1L 5P9 CANADA	Confirmation of fibre transaction dated February, 2007 between Surewood Forestry and PTL, Mackenzie Pulp Operations.	-	-
277	93222	Swanson Bros. Lumber Company.	PO BOX 309 NOTI, OR 97461 USA	Confirmation of price adjustment for softwood sawdust transactions dated September 20, 2007 between PTI and Swanson Bros. Lumber Company.	17,618.40	-
278	8560002	Swanson Superior Forest Products	PRODUCTS INC. UNIT 27 PO BOX 4280 PORTLAND, OR 97208-4280 UNITED STATES	Letter agreement dated January 31, 2007 between Swanson Superior Forest Products and PTI.	-	-

**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
279	8560002	Swanson Superior Forest Products	PRODUCTS INC. UNIT 27 PO BOX 4280 PORTLAND, OR 97208-4280 UNITED STATES	Confirmation of price adjustment for softwood sawdust transactions dated August 29, 2007 between PTI and Swanson Superior Forest Products.	-	-
280	8560002	Swanson Superior Forest Products	PRODUCTS INC. UNIT 27 PO BOX 4280 PORTLAND, OR 97208-4280 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated August 29, 2007 between PTI and Swanson Superior Forest Products.	-	-
281	75025	Sybase	P.O. BOX 60000 FILE 72364 72417 SAN FRANCISCO, CA 94160-2364 UNITED STATES	Software license agreement between Sybase - and Pope & Talbot Inc.	-	-
282	45383	TC Property Inc.	2872 KEETS DRIVE COQUITLAM, BC V3C 6J2 CANADA	Lease agreement dated for reference December 15, 2006 between TC Property Inc. and PTL.	-	-
283	45383	TC Property Inc.	2872 KEETS DRIVE COQUITLAM, BC V3C 6J2 CANADA	Lease agreement dated for reference December 15, 2006 between TC Property Inc. and PTL.	-	-
284	41996	TD COMMODITY & ENERGY TRADING	SUITE 800, 324 8TH AVENUE SW CALGARY, BC T2P 2Z2 CANADA	GasEDI base contract for short-term sale and purchase of natural gas effective July 21, 2003 between TD Commodity & Energy Trading Inc. ("TD") and PTL, with gas transaction confirmation dated April 25, 2007 between PTL and TD.	-	-
285	43486	Teck Cominco Metals Ltd.	PO BOX 1000 TRAIL, BC V1R 4L8 CANADA	Price quotations dated April 15, 2005 and March 8, 2007 between PTL and Teck Cominco Metals Ltd.	-	-
286	1606800	TELUS	PO BOX 7575 VANCOUVER, BC V6B 8N9 CANADA	Internetworking Services Agreement No. 20022290 between TELUS and PTL dated June 6, 2003.	-	-
287	74362	Telus Communications Company c.o.b. TELUS	P.O. BOX 8950 STATION TERMINAL VANCOUVER, BC V6B 8N9 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.	-	17,044.18
288	75960	Telus Communications Company c.o.b. TELUS	P.O. BOX 80700 BURNABY, BC V5H 4P7 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.	-	-
289	97831	Telus Communications Company c.o.b. TELUS	ATTN: P SAINIUK 700 LOUGHEED HIGHWAY BURNABY, BC V5A 1W2 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.	-	-
290	1606800	Telus Communications Company c.o.b. TELUS	PO BOX 7575 VANCOUVER, BC V6B 8N9 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.	-	49,202.91
291	96377	Terasen Gas (Vancouver Island) Inc., Western Pulp Limited, Howe Sound Pulp and Paper Limited Partnership and Norske Skog Canada Limited (aka: Catalyst Paper Corporation)	TERASEN GAS (VANCOUVER ISLAND) INC. 16705 FRASER HIGHWAY SURREY, BC V3S 2X7 CANADA  HOWE SOUND PULP AND PAPER L.P 2900-1055 DUNSMUIR STREET PO BOX 49420 BENTAL POSTAL STN VANCOUVER, BC V7X 1B5 CANADA  WESTERN PULP L.P. SUITE 1500 505 BURRARD ST. BOX 51 VANCOUVER, BC V7X 1M5 CANADA  NORSKE SKOG CANADA LIMITED (NOW: CATALYST PAPER CORPORATION) 2ND FLOOR, 3600 LYSANDER LANE RICHMOND, BC V7B 1C3 CANADA	Transition and release agreement made as of December 14, 1995 between Pacific Coast Energy Corporation, MacMillan Bloedel Limited, Howe Sound Pulp and Paper Limited, Fletcher Challenge Canada Limited, Western Pulp Limited Partnership and Harmac Pacific Inc. and Her Majesty the Queen in Right of the Province of British Columbia, with transportation service agreement made December 14, 1995 between Pacific Coast Energy Corporation, MacMillan Bloedel Limited, Howe Sound Pulp and Paper Limited, Fletcher Challenge Canada Limited, Western Pulp Limited Partnership and PTL with letter agreement dated October 27, 2004 between Terasen Gas (Vancouver Island) Inc., PTL, Western Pulp Limited, Howe Sound Pulp and Paper Limited Partnership and Norske Skog Canada Limited and letter dated December 20, 2004.	-	-

**EXHIBIT A to the Cure Cost Notice**  
**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
292	1605600	Terasen Gas Inc	16705 FRASER HIGHWAY SURREY, BC V3S 2X7 CANADA	Tariff supplement no. G-16 bypass transportation agreement for rate schedule 22A effective November 1, 2004 between Terasen Gas Inc. and PTL.	-	-
293	N/A	Tim Brown	24565 CHAMBERLAIN ROAD PRINCE GEORGE, BC V2K 5N7 CANADA	Confirmation of fibre transaction (undated) between Tim Brown and PTL, Mackenzie Pulp Operations.	-	-
294	98261	Tim Van Leeuwen and Lori Van Leeuwen	30466 CREEK BEND ROAD HALSEY, OR 97348-9749 UNITED STATES	Farm lease made September 9, 1994 between PTI and Tim Van Leeuwen and Lori Van Leeuwen.	-	-
295	N/A	Tolko Nicola	1750 LINDLEY CREEK ROAD MERRITT, BC V1K 0A2 CANADA	Confirmation of fibre transaction dated January 1, 2007 between Tolko Nicola and PTL, Mackenzie Pulp Operations.	-	-
296	99129	Tolko Quesnel – Quest Sawmill	1750 LINDLEY CREEK ROAD MERRITT, BC V1K 0A2 CANADA	Confirmation of fibre transaction dated January 1, 2007 between Tolko Quesnel – Quest Sawmill and PTL, Mackenzie Pulp Operations.	-	157,734.11
297	42932	Toyota Financial Services	COMMERCIAL FINANCE DEPT. 2431 CAROL STREAM, IL 60132-2431 UNITED STATES	Commercial lease agreement dated October 29, 2004 between Toyota Financial Services and PTI.	3,035.84	-
298	40238	Trade Lane Solutions	3RD FLOOR - 311 WATER ST VANCOUVER, BC V6B 1B8 CANADA	Transportation service agreement dated April 1, 2004 between PTI and Trade Lane Solutions.*	-	-
299	41331	Tricell Forest Products Ltd. and Vinda Household Paper (China) Limited.	WORLD TRADE CENTRE 590-999 CANADA PLACE VANCOUVER, BC V6C 3E1 CANADA	Wood pulp contract made as of December 7, 2006 among PTI, Tricell Forest Products Ltd. and Vinda Household Paper (China) Limited.	-	-
300	N/A	Unifibra S.A.	32 CHEMIN FRANK-THOMAS CH-1208 GENEVA SWITZERLAND	Sales agency agreement effective December ____, 2007 between Pope & Talbot Pulp Sales U.S.A. and Unifibra S.A. appointing Unifibra as exclusive representative for the sale of Pope & Talbot's pulps in Europe, excluding Italy.	-	-
301	9081808	Union Pacific Railroad Company	P.O. BOX 502453 ST LOUIS, MO 63150-2453 UNITED STATES	Amended Quote (Amendment M to 15LQ 90166) by Union Pacific Railroad Company to PTI effective as of August 31, 2007.	-	-
302	TBD	United States Fleet Leasing, Inc.	UNITED STATES FLEET LEASING, INC. 2 WATERS PARK DR SAN MATEO, CA 94403 UNITED STATES	Lease agreement executed March 11, 1991 between United States Fleet Leasing, Inc. and PTI with fleet management agreement executed June 1, 1981 between United States Leasing, Inc. and PTI.	-	-
303	95839	Univar USA Inc.	PO BOX 34325 SEATTLE, WA 98124 UNITED STATES	Supply agreement dated October 1, 2005 between Univar USA Inc. and PTI.*	26,134.13	-
304	95839	Univar USA Inc.	PO BOX 34325 SEATTLE, WA 98124 UNITED STATES	Purchase order no. 110858 dated November 29, 2006 between PTI and Univar USA Inc.*	-	-
305	N/A	Wells Fargo Bank Northwest, National Association	CORPORATE TRUST SERVICE MAC U125-031 79 SOUTH MAIN STREET SALT LAKE CITY, UT 84111 UNITED STATES	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
306	45821	West Chilcotin Forest Products Ltd.	4722 CONTINENTAL WAY PRINCE GEORGE, BC V2N 5S5 CANADA	Fibre supply agreement made as of November 1, 2006 between PTL and West Chilcotin Forest Products Ltd.	-	10,494.00
307	N/A	West Linn Paper Co.	400 MILL STREET WEST LINN, OR 97068 UNITED STATES	Wood pulp contract made as of August 25, 2006 between PTPSUS and West Linn Paper Co.	-	-
308	44931	West Pine Holdings Ltd	1540 6TH AVENUE PRINCE GEORGE, BC V2L 5B5 CANADA	Chip Extraction Agreement between PTL and West Pine Holdings Ltd. dated May 23, 2006.	-	52,422.07

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**Contracts to be Assumed and Assigned, and Corresponding Cure Amounts**

#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
309	44931	West Pine Holdings Ltd.	1540 6TH AVENUE PRINCE GEORGE, BC V2L 5B5 CANADA	Extraction Agreement between West Pine Holdings Ltd. and Pope & Talbot Ltd. dated May 23, 2006;	-	-
310	95738	Western Farm Service, Inc. and Huntons Surecrop Farm Service, Inc.	32092 OLD HIGHWAY 34 P.O. BOX 269 TANGENT, OR 97389-0269 UNITED STATES	Product purchase agreement dated April 13, 1999 between PTI and Western Farm Service, Inc. and Huntons Surecrop Farm Service, Inc. as amended by agreement amending product purchase agreement dated April 3, 2000 and agreement amending product purchase agreement dated July 13, 2001.*	1,620.00	-
311	43746	Western Forest Products	ATT:FIBRE SUPPLY SUITE 510-700 WEST GEORGIA ST TD TOWER, PO BOX #10032 PACIFIC CENTRE VANCOUVER, BC V7Y 1A1 CANADA	Chip and pulp log supply agreement made May 26, 1994 between MacMillan Bloedel Limited and Harmac Pacific Inc., as amended by agreements dated March 5, 1996, April 8, 1996, August 23, 1996, January 14, 1997, January 26, 1999, June 2, 2000, amendment to chip and pulp log supply agreement dated with effect as of July 1, 2001 between Weyerhaeuser Company Limited and PTL, letter dated July 13, 2001 between Weyerhaeuser Company Limited and PTL, and letter dated November 2, 2006 between Western Forest Products Inc. and PTL, with draft renewal term letter agreement dated December 12, 2007 (unexecuted).*	-	-
312	99134	Western Forest Products	3RD FLOOR 435 TRUNK ROAD DUNCAN, BC V9L 2P9 CANADA	Hog fuel supply agreement made May 26, 1994 between MacMillan Bloedel Limited and Harmac Pacific Inc, assumed by Western Forest Products.*	-	929,164.56
313	9768800	Willamina Lumber Company (Same as Hampton Lumber)	9600 SW BARNES ROAD SUITE 200 PORTLAND, OR 97225-6666 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated October 16, 2007 between PTI and Willamina Lumber Company.	-	-
314	9768800	Willamina Lumber Company (Same as Hampton Lumber)	9600 SW BARNES ROAD SUITE 200 PORTLAND, OR 97225-6666 UNITED STATES	Chip purchase agreement made and effective March 1, 2003 between PTI and Willamina Lumber Company as amended by letter agreement dated April 13, 2007 and notice of termination dated March 14, 2007. Parties are currently negotiating new agreement.	-	-
315	96549	Wilmington Trust Co.	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Payoff, Release and Assignment Agreement, dated as of June 28, 2006, by and among PTI, PTL, the Halsey CIO2 Limited Partnership, Goldenrod Asset Management, Halsey Operations Co., Wilmington Trust Co., Wells Fargo Bank Northwest, N.A., Selco Service Corporation, Keybank, N.A., Heller Financial Leasing, General Electric Capital Corporation, Banc of America Leasing & Capital, LLC, General Electric Commercial Finance Business Property and the CIT Group/Equipment Financing Inc. (Also relates to Halsey Mill Facility, Halsey Mill Site Real Property and Halsey CIO2 Site.)	-	-
316	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Bill of Sale (Halsey Mill Facility) dated June 28, 2006 by and between PTL and Wilmington Trust Company.	-	-
317	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Quitclaim Deed (Halsey Mill Facility) made as of June 28, 2006 between Wilmington Trust Company and PTL.	-	-
318	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Termination of Memorandum of Facility Lease made as of June 28, 2006 between Wilmington Trust Company and PTI.	-	-
319	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	The site lease for the Halsey Real Property, originally dated September 30, 1999, between Wilmington Trust Company and PTI, amended by Amendment No. 1 to Site Lease dated December 27, 2001 and on June 28, 2006 (including Site Leases between PTI and PTL).	-	-
320	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	First Amendment to Memorandum of Site Lease made as of June 28, 2006 among Wilmington Trust Company, PTL and PTI (Filed in Linn County, Oregon).	-	-

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#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
321	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	The facility lease dated December 27, 2001 between Wilmington Trust Company and the "Halsey CIO2 Limited Partnership", as amended by the First Amendment to Facility Lease made as of October 31, 2005, the Second Amendment to Facility Lease (CIO2 Lease) made as of December 28, 2005 and by the Third Amendment to Facility Lease (CIO2 Lease) dated June 28, 2006. This has been assigned by Wilmington Trust Company to PTL, pursuant to which the Halsey CIO2 Plant and that portion of the Halsey Real Property on which the Halsey CIO2 Plant is located is leased by PTL to the "Halsey CIO2 Limited Partnership."	-	-
322	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Quit Claim Deed (CIO2 Facility) made as of June 28, 2006 between Wilmington Trust Company and PTL.	-	-
323	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Bill of Sale (CIO2 Facility) made as of June 28, 2006 between Wilmington Trust Company and PTL.	-	-
324	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	First Amendment to Memorandum of CIO2 Facility Lease made as of June 28, 2006 among Wilmington Trust Company, PTL and Halsey CIO2 Limited Partnership. (Filed in Linn County, Oregon).	-	-
325	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	CIO2 Site Lease made as of December 27, 2001 originally between PTI and Wilmington Trust Company.	-	-
326	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Grant of Easements and Agreements made as of December 27, 2001 between PTI and Wilmington Trust Company.	-	-
327	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	Sublease of Halsey CIO2 Site originally between Wilmington Trust Company and the Halsey CIO2 Limited Partnership.	-	-
328	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	First Amendment to Memorandum of CIO2 Site Lease made as of June 28, 2006 between Wilmington Trust Company, PTL and PTI.	-	-
329	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	The site lease for the Halsey Real Property, originally dated September 30, 1999, between Wilmington Trust Company and PTI, as amended by Amendment No. 1 to Site Lease dated December 27, 2001, amended June 28, 2006 to assign Wilmington's rights to PTL (as further described in Section 3.12 of this Disclosure Schedule).	-	-
330	96549	Wilmington Trust Company	1100 NORTH MARKET STREET WILMINGTON, DE 19890 USA	The facility lease dated December 27, 2001 between Wilmington Trust Company and the Halsey CIO2 Limited Partnership, as assigned by Wilmington Trust Company to PTL, pursuant to which the Halsey CIO2 Plant and that portion of the Halsey Real Property on which the Halsey CIO2 plant is located is leased by PTL to the Halsey CIO2 Limited Partnership.	-	-
331	43172	Winthrop Resources Corporation	11100 WAYZATA BLVD. SUITE 800 MINNETONKA, MN 55305 UNITED STATES	Computer equipment master lease agreement number PO12105 between Winthrop Resources Corporation and PTI dated January 21, 2005 with associated leases and purchase orders.	-	-
332	43172	Winthrop Resources Corporation	11100 WAYZATA BLVD. SUITE 800 MINNETONKA, MN 55305 UNITED STATES	Lease agreement PO012105 dated January 21, 2005, as amended by Rider Number 001 dated December 2, 2005, between Winthrop Resources Corporation and PTI.	-	-
333	38002	Winton Global Bear	1850 RIVER ROAD PRINCE GEORGE, BC V2L 5S8 CANADA	Confirmation of fibre transaction dated February 17, 2006 between Winton Global Bear Lake and PTL, Mackenzie Pulp Operations.	-	-
334	45975	Wood Recovery.	PO BOX 7095 EUGENE, OR 97401 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated October 16, 2007 between PTI and Wood Recovery.	-	-

**EXHIBIT A to the Cure Cost Notice**  
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#	Vendor #	Name of Counterparty to Contract	Vendor Address	Contract	Cure Amount	
					USD Invoice	CAD Invoice
335	9883000	Xerox Canada In	PO BOX 1298 STATION M CALGARY, AB T2P 2L2 CANADA	Copier lease agreement made as of September 26, 2003 between Xerox and Pope & Talbot Ltd. at Harmac Pulp Operation.	-	-
336	45845	Xiamen C&D Inc.	12 FLOOR-SEASIDE BUILDING XIAMEN, CHINA	Wood pulp contract made as of November 1, 2006 between PTI and Xiamen C&D Inc.	-	-
337	45008	Yamhill Forest Products	PO BOX 555 SCIO, OR 97374 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated August 30, 2007 between PTI and Yamhill Forest Products.	-	-
338	99813	Zhejiang Welbon Pulp & Paper Group Corp.	CHINA CONSTRUCTION BANK HANGZHOU BRANCH JIAN GUO ZHONG LU SUB-BRANCH 115 QINGCHUN ROAD HANGZHOU, CHINA, CHINA	Wood pulp contract made as of October 2, 2006 between PTI and Zhejiang Welbon Pulp & Paper Group Corp.	-	-
339	96912	Zip-O-Log Mills, Inc.	PO BOX 2130 EUGENE, OR 97402 UNITED STATES	Confirmation of price adjustment for Douglas fir chip transactions dated December 3, 2007 between PTI and Zip-O-Log Mills, Inc.	61,288.32	-
			<b>TOTAL</b>		<b>2,403,953.81</b>	<b>4,046,221.36</b>

**EXHIBIT D**

**List of Shared Contracts**

## Shared Contracts<sup>1</sup>

Name of Counterparty to Contract	Vendor Address	Contract
Business Software, Inc.	155 TECHNOLOGY PARKWAY #00 NORCROSS, GA 30092- 2962 UNITED STATES	Support Agreement between Business Software, Inc. and Pope & Talbot, Inc. dated April 1, 2001.
Canadian Western Bank	#01-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 15. (Shared Contract)
Canadian Western Bank	#01-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 12. (Shared Contract: 2005 Toyota 7FGCU32 Forklift (2))
Canadian Western Bank	#01-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 13. (Shared Contract: 2005 Toyota 7FGKU40 Forklift)
Canadian Western Bank	#01-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 15. (Shared Contract: 2007 Mack CT713 Truck)
Canadian Western Bank	#01-1505 HARVEY AVENUE KELOWNA, BC V1Y 6G1 CANADA	Master lease agreement dated April 22, 2004 between Canadian Western Bank and PTL, with Schedule No 16. (Shared Contract: 2006 Toyota 7FGU32 Forklift)
Cybershift, Inc.	239 NEW ROAD BUILDING A PARSHIPpany, NJ 7054 UNITED STATES	Standard pricing agreement dated June 28, 2001 between Cybershift, Inc. and PTL, with terms of sales agreement dated June 28, 2001 and terms of maintenance agreement dated June 28, 2001.

<sup>1</sup> Contracts added to the Disclosure Schedule pursuant to Section 3.12(a) of the Asset Purchase Agreement may include Shared Contracts.



Cybershift, Inc.	1500 DON MILLS ROAD SUITE 101 TORONTO, ON M3B 3K4 CANADA	Standard pricing agreement dated June 28, 2001 between Cybershift, Inc. and PTL, with terms of sales agreement dated June 28, 2001 and terms of maintenance agreement dated June 28, 2001.
Cybershift, Inc.	1500 DON MILLS ROAD SUITE 101 TORONTO, ON M3B 3K4 CANADA	Pricing Agreement made as of June 25, 2001 between Cybershift, Inc. and PTI.
GE Capital Technology Management Services Inc.	1050-400 BURRARD STREET VANCOUVER, BC V6C 3A6 CANADA	Master Lease Agreement between GE Capital Technology Management Services Inc. and PTL dated as of December 10, 1997 as amended March 31, 2003.
Geac Enterprise Solutions, Inc. (now known as Infor Global Solutions)	NW 5421 P.O. Box 1450 Minneapolis, MN 55485-5421	Appcare Agreement between Geac Enterprise Solutions, Inc. (now known as Extensity, Inc.) and Pope & Talbot, Inc. dated August 6, 2002, amended July 26, 2004, and further amended August 8, 2006.*
IBM Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Notes with Collaboration User License +SW Maintenance 12 Months between Pope & Talbot, Inc. and International Business Machines Corporation dated October 18, 2006
IBM Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Notes with Collaboration User from Notes Messaging or Domino Web Access Collaboration Trade Up License + SW Maintenance 12 Months between Pope & Talbot, Inc. and International Business Machines Corporation dated October 18, 2006.
IBM Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Domino Enterprise Server Value Unit Annual SW Maintenance Renewal between Pope & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.
IBM Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Notes with Collaboration User Annual SW Maintenance Renewal between Pope & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.
IBM Corporation	PO BOX 676673 DALLAS, TX 75267-6673 UNITED STATES	IBM Lotus Domino Designer User Annual SW Maintenance Renewal between Pope & Talbot, Inc. and International Business Machines Corporation dated December 1, 2006.

Lawson Associates, Inc.	PO BOX 2395 CAROL STREAM, IL 60132-2395 UNITED STATES	Lawson Software Product License Agreement between Lawson Associates, Inc. and Pope & Talbot, Inc. dated November 7, 1997 (with subsequent amendments).*
Lawson Software, Inc.	PO BOX 2395 CAROL STREAM, IL 60132-2395 UNITED STATES	Lawson Software, Inc. Services Agreement between Lawson Software, Inc. and Pope & Talbot, Inc. dated March 13, 2006.*
Quality Engineered Systems Ltd.	RR #, 1016 SEAMOUNT WAY GIBSON, BC V0N1V7 CAN	Quality Engineered Systems Ltd. Product Tracking and Management System Software Maintenance System Software Maintenance and Support Service Agreement between Quality Engineered Systems Ltd. and Harmac Pulp Operations of Pope & Talbot, Ltd. effective as of January 1, 2001.*
Quality Engineered Systems Ltd.	RR #, 1016 SEAMOUNT WAY GIBSON, BC V0N1V7 CANADA	Software Supply, Implementation and License Agreement between Pope & Talbot, Ltd. and Quality Engineered Systems Ltd. effective as of May 20, 2003.*
Quality Engineered Systems Ltd.	RR #, 1016 SEAMOUNT WAY GIBSON, BC V0N1V7 CANADA	Software Supply, Implementation and License Agreement between Pope & Talbot, Inc. and Quality Engineered Systems Ltd. effective as of January 13, 2000.*

TELUS	PO BOX 7575 VANCOUVER, BC V6B 8N9 CANADA	Internetworking Services Agreement No. 20022290 between TELUS and PTL dated June 6, 2003.
Telus Communications Company c.o.b. TELUS	P.O. BOX 8950 STATION TERMINAL VANCOUVER, BC V6B 8N9 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.
Telus Communications Company c.o.b. TELUS	P.O. BOX 80700 BURNABY, BC V5H 4P7 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.
Telus Communications Company c.o.b. TELUS	ATTN: P SAINIUK 700 LOUGHEED HIGHWAY BURNABY, BC V5A 1W2 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.
Telus Communications Company c.o.b. TELUS	PO BOX 7575 VANCOUVER, BC V6B 8N9 CANADA	Corporate Customer Agreement between PTL, for itself and on behalf of Harmac Pulp Operations, and Telus Communications Company c.o.b. TELUS executed August 14, 2006.
Winthrop Resources Corporation	11100 WAYZATA BLVD. SUITE 800 MINNETONKA, MN 55305 UNITED STATES	Computer equipment master lease agreement number PO12105 between Winthrop Resources Corporation and PTI dated January 21, 2005 with associated leases and purchase orders.
Winthrop Resources Corporation	11100 WAYZATA BLVD. SUITE 800 MINNETONKA, MN 55305 UNITED STATES	Lease agreement PO012105 dated January 21, 2005, as amended by Rider Number 001 dated December 2, 2005, between Winthrop Resources Corporation and PTI.