

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

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

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

MOTION RECORD
(Motion returnable July 25, 2012)

Dated: July 24, 2012

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

Robert W. Staley (LSUC #27115J)
Kevin Zych (LSUC #33129T)
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Tel: 416-863-1200
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Lawyers for the Applicant

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


**AFFIDAVIT OF JESSICA ROBERTS
(Sworn July 24, 2012)**

I, **JESSICA ROBERTS**, of the City of Toronto, in the Province of Ontario, **MAKE
OATH AND SAY:**

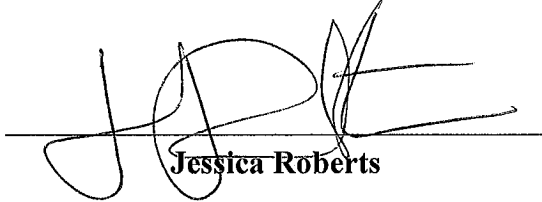
1. I am a law student at Bennett Jones LLP, counsel to Sino-Forest Corporation ("SFC") and therefore have personal knowledge of the matters set out below, except where otherwise stated. Where I do not possess personal knowledge, I have stated the source of my information and I believe such information to be true.

2. I swear this affidavit in response to the motion brought by the Ad Hoc Committee of Purchasers of the Applicant's Securities, including the plaintiffs in the proposed Ontario class action bearing court file number CV-11-431153CP and the plaintiffs in the proposed Quebec class action bearing court file number 200-06-000132-111 seeking an order compelling the disclosure of certain documents by the Applicant and the Monitor.

3. On July 24, 2012, Raj Sahni of Bennett Jones LLP sent an email to the service list attaching a form of Non-Disclosure Agreement that is acceptable to the Applicant and the Monitor. Attached as Exhibit "A" is a copy of the July 24, 2011 email from Raj Sahni, enclosing the Non-Disclosure Agreement.

SWORN BEFORE ME at the City of)
Toronto in the Province of Ontario, this 24th)
day of July, 2012)
)
_____)
A commissioner etc.

Amanda C. McLachlan




Jessica Roberts

From: Raj Sahni
Sent: 24 July 2012 5:49 PM
To: McMurtrie, Jason; Affleck Greene McMurty- Kenneth Dekker; Affleck Greene McMurty- Michelle Booth; Affleck Greene McMurty- Peter Greene; Appleby Global- Andrew Jowett; Appleby Global- Andrew Willins; Appleby Global-Eliot Simpson; Baker Mckenzie- David Gadsden ; Baker McKenzie- John Pirie; Derek Bell; Jonathan Bell; Kevin Zych; Sean Zweig; Rob Staley; Chaitons LLP- Harvey G. Chaiton; Cohen Milstein Sellers- Matthew B. Kaplan ; Cohen Milstein Sellers- Richard S. Speirs; Cohen Milstein Sellers- Steven J. Toll; Cohen Milstein Sellers-S. Ramirez; Department of Justice- Diane Winters; Emmet Marvin- Margery A. Colloff; Fasken Martineau-Conor O'Neill; Fasken Martineau-Stuart Brotman; FMC- Jane Dietrich; FMC- Neil S. Rabinovitch; FTI Consulting- Greg Watson; FTI Consulting- Jodi Porepa; Goodmans- Benjamin Zarnett; Goodmans- Brendan O'Neill; Goodmans- Caroline Descours; Goodmans- Robert Chadwick; Gowlings- Cliff Prophet; Gowlings- Derrick Tay; Gowlings- Jennifer Stam; King and Wood- Edward Xu; King and Wood- Helena Huang; King and Wood-Tata Sun; Koskie Minsky- Jonathan Bida; Koskie Minsky- Jonathan Ptak; Koskie Minsky- Kirk M. Baert; Lapointe Rosenstein- Bernard Gravel; Lapointe Rosenstein- Bruno Floriani; Law Debenture Trust Company- Anthony A. Bocchino, Jr.; Lenczner Slaght- Linda Fuerst; Lenczner Slaght- Peter H. Griffin; Lenczner Slaght- Peter J. Osborne; Lenczner Slaght- Shara Roy; Linklaters- Hyung Ahn; Linklaters- Jon Gray; Linklaters- Melvin Sng; Linklaters- Samantha Kim; McCarthy Tetrault- Alain N. Tardif; McCarthy Tetrault- Celine Legendre; McCarthy Tetrault- Mason Poplaw; Merchant Law Group- E.F. Anthony Merchant; Miller Thomson- Emily Cole; Miller Thomson- Joseph Marin; Ontario Securities Commission- Hugh Craig; Osler- Edward Sellers; Osler- Geoffrey Grove; Osler- Larry Lowenstein ; Paliare Roland- Ken Rosenberg; Paliare Roland- Massimo Starnino; Siskinds- A. Dimitri Lascaris; Siskinds- Charles M. Wright; The Bank of New York Mellon- George Bragg; The Bank of New York Mellon- Grace Lau; The Bank of New York Mellon- Tin Wan Chung; The Bank of New York Mellon-David Kerr; The Bank of New York Mellon-Marelize Coetzee ; Thompson Hine- Curtis L. Tuggle; Thompson Hine- Irving Apar; Thompson Hine- Yesenia D. Batista; Thornton Grout Finnigan LLP-Kyle Plunkett; Thornton Grout-James H. Grout ; Torys- Andrew Gray; Torys- David Bish; Torys-John Fabello; Wardle Daley Bernstein- Peter Wardle; Wardle Daley Bernstein- Simon Bieber
Subject: RE: Sino-Forest Corporation / CV-12-9667-00CL - Monitor's Mediation Motion - July 25 - 12 pm
Attachments: Template NDA for Mediation Parties July 24 2012 BJ New Draft.DOCX

As the proposed Order to be sought at tomorrow's motion references a confidentiality agreement to be entered into by Mediation Parties who wish to access the Data Room (as such terms are defined in the Order), we attach a proposed form of confidentiality agreement that would be acceptable to Sino-Forest (subject to any comments of the Monitor).

This form has been prepared after receiving comments from various parties on individual prior drafts of a confidentiality agreement and attempting to address any reasonable concerns raised by those parties, with a view to creating one universal form of confidentiality agreement that can be executed by each of the Mediation Parties and their advisors as applicable, to ensure fairness to all of the Mediation Parties.

We will be filing a copy of this proposed form of confidentiality agreement with the Court prior to tomorrow's motion.

 Raj Sahni
Partner, Bennett Jones LLP

3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4 Canada
Office +1 416 777 4804 | Mobile +1 416 618 4804 | Fax +1 416 863 1716
E. sahnir@bennettjones.com

THIS IS EXHIBIT A ATTACHED
TO THE AFFIDAVIT OF
Jessica Kobayashi
SWORN July 29, 2012
[Signature]
A COMMISSIONER

Plug into [Bennett Jones](http://www.bennettjones.com)



CONFIDENTIALITY, NON-DISCLOSURE AND NON-USE AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2012

BETWEEN:

Sino-Forest Corporation, on its own behalf and on behalf of its affiliates
(collectively, "**Sino-Forest**")

- and -

(the "**Recipient**")

RECITALS

- A. In connection with the claim or claims filed by or on behalf of the Recipient in Sino-Forest's proceedings pursuant to the Companies' Creditors Arrangement Act (the "**CCAA Proceedings**"), including any potential settlement, mediation or determination in respect thereof within the context of the CCAA Proceedings (the "**Claims**"), Sino-Forest is prepared to furnish the Recipient with certain information that is non-public, confidential and/or proprietary in nature.
- B. As a condition to Sino-Forest furnishing such information to the Recipient, Sino-Forest requires the Recipient to agree to the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of Sino-Forest and the Recipient (collectively, the "**Parties**"), the Parties hereby agree as follows:

DEFINITIONS

1. In this Agreement, but subject to section 2, the term "**Information**" means all information in whatever form (including, without limitation, written, oral and electronic information) that has been or is hereafter furnished to, or that has or hereafter comes into the knowledge or possession of the Recipient and/or the Recipient's partners, directors, officers, employees, agents, representatives, including the Recipient's lawyers, accountants, consultants and financial or other advisors (collectively with the Recipient, the "**Recipient Representatives**"), whether disclosed by Sino-Forest directly or on its behalf through Sino-Forest's affiliates or any of their respective associates, directors, officers, employees, agents or representatives, including Sino-Forest's lawyers, accountants, consultants and financial or other advisors (collectively, "**Sino-Forest Representatives**"), concerning the business, affairs, operations, results of operations,

contracts, liabilities, properties, prospects, financial condition or assets of Sino-Forest (including, without limitation, its affiliates and associates) and/or any potential arrangement, restructuring, transaction or series of transactions (any of the foregoing, a “**Transaction**”) concerning Sino-Forest or its affiliates, and all analyses, compilations, data, studies or other documents or records (whether in writing or stored in computerized, electronic, disc, tape, flash drive or any other form) prepared by any Recipient Representative insofar as such analyses, compilations, data, studies or other documents or records contain or are based upon any such information.

2. The definition of “Information” shall not include information which:
 - (a) is or becomes within the public domain through no fault of or action by the Recipient Representatives;
 - (b) was rightfully in the possession of the Recipient prior to the date of this agreement without any duty or obligation of confidentiality or becomes rightfully and freely available to the Recipient, without any duty or obligation of confidentiality, from a person other than Sino-Forest or any Sino-Forest Representative, provided that such person had a legal right to disclose such information to the Recipient free of any obligation of confidentiality of any kind directly or indirectly to Sino-Forest or any Sino-Forest Representative; or
 - (c) was or is independently developed by or on behalf of the Recipient without any use of the Information.
3. In this Agreement, the terms “affiliate” and “associate” have the meanings ascribed thereto under the *Securities Act* (Ontario) and the term “person” means any individual, corporation, partnership, joint venture, association, trust, unincorporated organization, governmental authority or any agency or instrumentality thereof or any other entity.

PERMITTED USE

4. The Recipient acknowledges and agrees that the Recipient Representatives will receive the Information solely in connection with the CCAA Proceedings and the Claims filed by them or on their behalf in the CCAA Proceedings (the “**Permitted Use**”). The Recipient Representatives shall accept and hold such Information in strict confidence in accordance with the terms and provisions contained herein.
5. The Recipient represents and warrants to Sino-Forest that:
 - (a) It has the capacity and authority to enter into this Agreement; and
 - (b) the Information shall not be used in connection with any litigation, administrative or other action or any other proceeding against Sino-Forest or its affiliates, associates, directors, officers, employees, agents or representatives, provided that nothing in this Agreement constitutes a waiver or restriction of any rights at law to separately compel production or disclosure of any information as part of any

legal proceeding or the use of such information so separately compelled or disclosed as permitted by the rules of civil procedure or applicable law.

CONFIDENTIALITY

6. Except as expressly permitted herein, the Information shall be kept confidential and the Recipient Representatives shall not:
- (a) disclose any of the Information to any other person in any manner whatsoever anywhere in the world, including, without limitation, in the People's Republic of China, Hong Kong, Canada, the British Virgin Islands, the Cayman Islands, Barbados or the United States of America;
 - (b) permit any other person to have access to any of such Information; or
 - (c) use or permit any person to use any of such Information for any purpose other than the Permitted Use,

unless in each such case (i) Sino-Forest has provided prior written consent for any such disclosure, access or use, or (ii) such person has executed with Sino-Forest a confidentiality agreement acceptable to Sino-Forest in respect thereof.

7. Except as otherwise expressly provided for herein, the Recipient may transmit the Information to, and only to, Recipient Representatives, but only to the extent that the Recipient Representatives need to know such Information, for the sole purpose of the Permitted Use and only to the extent that any agents, representatives or advisors of the Recipient to which such Information is transmitted have either executed a form of confidentiality agreement acceptable to Sino-Forest or have agreed in writing to Sino-Forest to be bound by this Agreement and to be responsible for any breach of their obligations thereunder or hereunder (which such agreement may be evidenced by executing this Agreement as a Recipient Representative). With respect to any of the Recipient Representatives who have not executed their own confidentiality agreements directly with Sino-Forest, the Recipient shall notify such Recipient Representatives in writing of the obligation to protect the confidentiality of the Information and the other obligations hereunder, and shall require such Recipient Representatives to use the same degree of care as is used with their own confidential information, which shall not be less than reasonable care. The Recipient shall be responsible for any breach of the obligations hereunder by it or by any of the Recipient Representatives who have not executed their own confidentiality agreements directly with Sino-Forest.
8. During the term of this Agreement as provided by section 15, and except as otherwise expressly provided herein, the Recipient covenants and agrees with Sino-Forest that the Recipient shall not directly or indirectly, either alone or in conjunction with any person, whether as principal, agent, shareholder, officer, director, consultant, manager, owner, partner, limited partner, joint venturer, employee, trustee or in any other capacity whatsoever, and except as is agreed to in writing by Sino-Forest:
- (a) use the Information for any purpose other than the Permitted Use; or

- (b) make any public announcement or disclosure of or with respect to the Information.
9. The Recipient acknowledges and agrees that access by it or any Recipient Representative to the Information may provide the Recipient Representatives with material information concerning Sino-Forest which has not been publicly disclosed. Accordingly, the Recipient Representatives may be subject to applicable securities or other laws that would restrict their ability to disclose the Information to other persons or trade in any of Sino-Forest's securities. The Recipient acknowledges and agree that it is aware of such laws.

STORAGE AND RETURN

10. The Recipient Representatives shall store all Information in a proper and secure manner. Upon termination of this Agreement, the Recipient Representatives shall, promptly upon written request from Sino-Forest, return or destroy all of the Information. Such return or destruction, however, does not abrogate or diminish the continuing obligations of the Recipient Representatives under this Agreement.

NO OBLIGATION TO PROVIDE INFORMATION

11. It is understood and agreed that this Agreement does not obligate Sino-Forest to provide any Information to any of the Recipient Representatives.

ABSENCE OF REPRESENTATIONS OR WARRANTIES

12. The Recipient acknowledges and agrees that:
- (a) neither Sino-Forest nor the Sino-Forest Representatives are making any representation or warranty, express or implied, as to the accuracy or completeness of any Information disclosed to any of the Recipient Representatives and that Sino-Forest on behalf of itself and the Sino-Forest Representatives, expressly disclaims any liability to the any of the Recipient Representatives resulting from any reliance upon or use of any of the Information by any of the Recipient Representatives, which disclaimer is hereby accepted by the Recipient on its own behalf and on behalf of each and every Recipient Representative;
 - (b) the Information may include certain assumptions, statements, estimates and projections with respect to the anticipated future performance of Sino-Forest's business or Sino-Forest or with respect to particular aspects of Sino-Forest's business or Sino-Forest;
 - (c) neither Sino-Forest nor the Sino-Forest Representatives make any representation or warranty as to the accuracy or reasonableness of such assumptions, statements, estimates or projections;
 - (d) neither Sino-Forest nor the Sino-Forest Representatives will have any liability to any of the Recipient Representatives in any way pertaining to the Information,

including without limitation any reliance upon or use of any of the Information by or on behalf of any of the Recipient Representatives; and

- (e) Sino-Forest has executed this Agreement on its own behalf and on behalf of the Sino-Forest Representatives, including, without limitation, Sino-Forest's affiliates, wherever incorporated, and that all such Sino-Forest Representatives shall be entitled to enforce this agreement either directly or through Sino-Forest acting as their agent and attorney,

provided, for greater certainty that nothing in this section 12 shall affect any rights or causes of action that any person may have in relation to information disclosed prior to the date of this Agreement, insofar as such rights or causes of action are independent from and not related to the provision of materials and information pursuant to this Agreement.

INJUNCTIVE RELIEF

- 13. The Recipient further acknowledges and agrees that:
 - (a) a breach of this Agreement may result in material, direct and consequential damages to Sino-Forest;
 - (b) Sino-Forest would not have an adequate remedy at law and would be harmed irreparably in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached;
 - (c) Sino-Forest will be entitled, without proof of actual damages, to injunctive or other equitable relief to prevent any breach or further breach of this Agreement and to enforce specifically the terms and provisions hereof, all in addition to any other remedy to which Sino-Forest may be entitled at law; and
 - (d) in the event of a breach of this Agreement, the Recipient hereby irrevocably consents to the grant of any such equitable relief.

NOTICES

- 14. Any demand, notice or other communication to be given in connection with this Agreement must be given in writing by personal delivery, or by transmittal by fax addressed to the recipient as follows:

- (a) if to Sino-Forest:

Sino-Forest Corporation
Room 3815-29 38/F, Sun Hung Kai Centre,
30 Harbour Road, Wanchai, Hong Kong

Attention: Mr. Judson Martin, Chief Executive Officer
Fax: +852 2877 0062

with a copy to:

Bennett Jones LLP
1 First Canadian Place
Suite 3400
Toronto, Ontario M5X 1A4

Attention: Robert W. Staley and Kevin J. Zych
Fax: (416) 863 1716

(b) if to the Recipient:

Name:

Address :

Fax:

With a copy to:

or to such other address or fax number or individual as may be designated by notice given by one party to the other. Any communication given by personal delivery will be conclusively deemed to have been given on the day of actual delivery and, if given by fax, on the day of transmittal if transmitted prior to 5:00 p.m. (Toronto time) on a business day, or the next business day if transmitted after 5:00 p.m. Service upon Bennett Jones LLP shall not constitute service or notice of any document to Sino-Forest.

TERM AND TERMINATION

15. This Agreement shall become effective as of the date first written above. This Agreement shall terminate upon the earliest of: (i) the date that is ten years after the effective date of this Agreement; (ii) the public disclosure by Sino-Forest of all material non-public information received by the Recipient Representatives; (iii) upon the date of an order of a court of competent jurisdiction terminating this Agreement; or (iv) as may be otherwise mutually agreed in writing by the Parties.
16. Except as otherwise specifically approved by Sino-Forest, during the period commencing on the date of this Agreement and terminating only in the event of the issuance of an order of a court of competent jurisdiction or as otherwise mutually agreed to in writing by the Parties, none of the Recipient Representatives shall, directly or indirectly make or participate in any solicitation of proxies from Sino-Forest's security holders based upon any Information disclosed to any of the Recipient Representatives.

NO WAIVER

17. No failure or delay by Sino-Forest in exercising any right, power or privilege under this Agreement, or any single or partial exercise thereof, shall operate as a waiver or preclude any other or future exercise of any right, power or privilege hereunder.

NON-ASSIGNMENT AND ENUREMENT

18. The Recipient may not assign this Agreement or any of their rights or obligations hereunder. Subject to the foregoing, this Agreement shall benefit and be binding upon the Parties and their respective successors.

ENTIRE AGREEMENT

19. This Agreement contains the entire understanding of the Parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the Parties with respect to such subject matter. This Agreement may be amended only by written instrument duly executed by the Parties.

GOVERNING LAW

20. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SUBMISSION TO JURISDICTION / JURY TRIAL WAIVER

21. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of competent jurisdiction in the Province of Ontario in respect of any action or proceeding relating in any way to the Parties' obligations under this Agreement (but not otherwise) (an "**Agreement Action**"). Each Party consents to an Agreement Action being tried in Toronto and, in particular, being placed on the Commercial List of the Ontario Superior Court of Justice. The Parties shall not raise any objection to the venue of an Agreement Action in any such court, including the objection that the Agreement Action has been brought in an inconvenient forum. A final judgement or order in an Agreement Action may be enforced in other jurisdictions (including, without limitation, in the People's Republic of China, Hong Kong, the British Virgin Islands, the Cayman Islands, Barbados and the United States of America and any province, state or territory of any of the foregoing) by suit on the judgment or in any other manner specified by law and shall not be re-litigated on the merits. The Parties waive any right to trial by jury in an Agreement Action, whether sounding in contract, tort or otherwise. Any Party may file a copy of this paragraph with any such court as written evidence of the knowing, voluntary and bargained for agreement between the Parties irrevocably to waive trial by jury in respect of an Agreement Action, and that any such Agreement Action shall instead be tried by a judge or judges sitting without a jury.

MAINTENANCE OF PRIVILEGE

22. The Recipient acknowledges that certain of the Information to which the Recipient Representatives may be given access pursuant to this Agreement is information to which

privilege may attach (collectively, “**Privileged Information**”). The Recipient acknowledges and agrees that access to any Privileged Information is being provided solely for the purposes set out in this Agreement and that such access is not intended and should not be interpreted as a waiver of any privilege in respect of Privileged Information or of any right to assert or claim privilege in respect of Privileged Information. To the extent that there is any waiver of privilege, it is intended to be a limited waiver in favour of the Recipient, solely for the purposes and on the terms set out in this Agreement and will not constitute a waiver of any other type of privilege or for any other purpose. The Recipient shall, at the request and at the expense of Sino-Forest, cooperate in any claim by Sino-Forest to assert privilege in respect of Privileged Information.

RESTRICTIONS ON COMMUNICATIONS

23. The Recipient acknowledges and agrees that Bennett Jones LLP (“**Bennett**”) and FTI Consulting Canada Inc., as the Court Appointed Monitor of Sino-Forest Corporation (the “**Monitor**”) shall co-ordinate the Recipient Representatives' access to Information and the Recipient agrees that (i) communications with Sino-Forest regarding any matter relating to Sino-Forest, any Transaction, the Claims or the CCAA Proceedings, (ii) requests for any additional Information, (iii) requests for meetings with management or any Sino-Forest Representative, and (iv) discussions or questions regarding access to Information and data room procedures shall, in each case, be directed by the Recipient Representatives exclusively to both Bennett and the Monitor. The Recipient agrees that, except as set out above in this section 23 or otherwise agreed to in writing by Sino-Forest, no Recipient Representative shall contact, meet with, request Information from or communicate with any Sino-Forest Representatives with a view to discussing in any manner the Information or any other matter in relation to Sino-Forest, any Transaction, the Claims or the CCAA Proceedings.

COUNTERPARTS

24. This Agreement may be executed and delivered in any number of counterparts and by facsimile or PDF, each of which shall be deemed to be an original, and all such respective counterparts shall together constitute one and the same instrument.

The remainder of this page is intentionally left blank and the execution page follows.

IN WITNESS WHEREOF the Parties have mutually agreed to all of the terms and conditions herein as of the date first set out above.

SINO-FOREST CORPORATION, on its own behalf and on behalf of its affiliates

By: _____
Name: _____
Title: _____

NAME OF RECIPIENT:

By: _____
Name: _____
Title: _____

AGREEMENT OF RECIPIENT REPRESENTATIVE TO BE BOUND:

The undersigned acknowledges and agrees that it is a Recipient Representative and, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned agrees to be bound by all terms and conditions of this Agreement

NAME OF RECIPIENT REPRESENTATIVE:

By: _____
Name: _____
Title: _____

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Proceedings commenced in Toronto

**AFFIDAVIT OF JESSICA ROBERTS
(Sworn July 24, 2012)**

BENNETT JONES LLP
One First Canadian Place
Suite 3400, P.O. Box 130
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Lawyers for the Applicant

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