

This is the 1st Affidavit of C. Trevor James and was made on October 23, 2014

No. S-140490 Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

GEORGE JABLONSKY

PLAINTIFF

AND:

TIMBERWEST FOREST CORP.

DEFENDANT

Brought under the Class Proceedings Act

AFFIDAVIT OF C. TREVOR JAMES

I, Clifford Trevor James, retiree, of 4645 Keith Rd., West Vancouver, in the Province of British Columbia, SWEAR THAT:

- 1. I am a member of the Catalyst Paper TimberWest Retired Salaried Employees Association and I sit on its Board of Directors, a voluntary position. I retired from employment with the TimberWest Forest Limited (a predecessor of the Defendant TimberWest Forest Corp.) on or about July 30, 2000. I have personal knowledge of the facts I state in this Affidavit, except where I state them to be on information and belief and where so stated I believe them to be true.
- 2. In this Affidavit I use the following abbreviations:

Abbreviation	Company
BCFPL	British Columbia Forest Products Limited
CFIL	Crown Forest Industries Limited
CTRSEA	Catalyst Paper - TimberWest Retired Salaried Employees Association
FCCL	Fletcher Challenge Canada Limited
PFPL	Pacific Forest Products Limited

Abbreviation	Company	
TimberWest	TimberWest Forest Corp.	
TWFL	TimberWest Forest Limited	

My employment

- 3. Throughout my employment with TWFL and its predecessors I was a non-union salaried employee.
- 4. On April 11, 1966, I began employment with BCFPL at their Victoria Division, which was a large sawmill and plywood plant. I worked in employment and safety as a Personal Assistant to the Industrial Relations Supervisor.
- 5. In April 1968, I transferred to BCFPL's head office as an Industrial Relations Assistant. I performed general human resources duties, including salary administration, labour relations, grievance handling and safety.
- 6. In 1970 I transferred to BCFPL's Mackenzie Division as Industrial Relations Supervisor. I was responsible for all the Division's human resources activities, initially focusing on the wood products operations. With the pulp mill beginning operations in 1972 my activities included the pulp mill as well.
- 7. In 1973 I transferred back to BCFPL's head office as Labour Relations Officer. My responsibilities in addition to general labour relations activities included salary administration and other general human resources functions.
- 8. In November 1974 I transferred to BCFPL's Crofton Pulp and Paper Division in the Cowichan Valley as an Industrial Relations Manager. I was responsible for all human resources activities and mill security.
- 9. In 1978 I was promoted to Assistant Mill Manager at Crofton Pulp and Paper. I gained additional responsibilities for product shipping, woodroom, booming and foreshore in addition to my previous responsibilities.
- 10. In 1983, I transferred to BCFPL's head office as the Director of Human Resources. I was responsible for labour relations and general human resources activities.
- 11. I was the Director of Human Resources for BCFPL at the time of the merger between BCFPL and CFIL, which formed FCCL.

- 12. In approximately 1988 my employment was transferred to FCCL. My position remained that of Director of Human Resources.
- 13. In 1993, TWFL was formed and acquired portions of FCCL. I was the first employee offered continued employment by TWFL. All terms of my employment were unchanged. I was appointed the Director of Human Resources for TWFL. My responsibilities included all human resources activities and I oversaw staff specialists to assist with salary and benefit administration, training and human resources administration.
- 14. In June 1997, TWFL and I agreed that I would terminate my employment after the conclusion of collective bargaining in September 1997, following which my salary would be continued for a period. My salary continuance ended and I retired from TWFL on or about July 30, 2000 and commenced to receive my pension and post-retirement health and welfare benefits.
- 15. Based on the documents I received and my understanding as the senior member of the human resources department, I understood at my retirement that my spouse and I would receive post-retirement health and welfare benefits as described in the TWFL plan for our lifetimes.
- 16. In form letters to retirees, TimberWest announced significant changes to post-retirement health and welfare benefits described in paragraphs 23 through 28 of the Notice of Civil Claim:
 - (a) on or about September 3, 2008, a copy of which, sent to the Plaintiff (who retired from Fletcher Challenge) is attached as Exhibit F to Affidavit #1 of George Jablonsky in this matter made on October 3, 2014 (the "Jablonsky Affidavit"); and
 - (b) on about March 10, 2010, a copy of which, sent to the Plaintiff is attached as Exhibit I to the Jablonsky Affidavit.
- 17. I received the same letters on or about the same dates except that the letters were addressed to me. The two letters are attached as Exhibits A and B respectively.

Human Resources information

18. Beginning in 1968 BCFPL exchanged salary and benefit information for non-union salaried employees with two or three of the larger forest product companies. I participated on this exchange on BCFPL's behalf. Over the years this evolved so that by the 1990s the information exchange involved a two day conference in locations around the province with up to 20 companies participating and my subordinate attending on behalf of our employer. Every detail of the compensation package for nonunion salaried employees was reviewed – including the current employee and retired lives benefits packages. The companies involved sought to keep their compensation packages comparable and competitive.

- 19. During my employment at TWFL and its predecessors, all non-unionized, salaried employees of BCFPL, FCCL and TWFL were entitled to receive post-retirement health and welfare benefits provided that they had worked for one or more of the three companies for a total of at least five years and were eligible to retire either on their termination date (i.e., their last day of work) or at the end of any period of salary continuance after their last day of work.
- 20. During my employment at TWFL and its predecessors, the benefits provided were the same for all non-union salaried employees. Upon retirement, TWFL and its predecessors paid Medical Services Plan premiums to the BC government at no cost to retirees and provided retirees with extended health and dental coverage identical to that they had on the day prior to retirement. The coverages remained the same over all the years I was employed. The benefit details for each coverage changed incrementally driven mainly by what typical benefits were in the industry and community and by changes in line with improvements negotiated for bargaining unit employees.
- 21. At all times during my employment with TimberWest and the predecessors I considered the benefits package including the post-retirement health and welfare benefits to be part of the compensation packages offered to non-unionized, salaried employees.
- 22. On or about December 15, 1993, on behalf of TWFL, I sent to all non-unionized, salaried employees of FCCL a standard-form letter offering them employment with TWFL on the same terms and conditions as they were employed with FCCL. An example of this letter is attached to my Affidavit as Exhibit C.
- 23. On or about December 16, 1993, on behalf of TWFL, I sent non-unionized, salaried employees of TWFL a standard-form memorandum outlining employee benefits that would be provided to employees of FCCL. A copy of this memorandum is attached to my Affidavit as Exhibit D.
- 24. In or about May 1994, TWFL offered its non-unionized, salaried employees the option to transfer from a defined benefit to a defined contribution pension plan. On May 10, 1994, on behalf of TWFL, I wrote to some employees who because of their age were having difficulty with this decision. I confirmed that TWFL would offer bridging to early retirement for employees should they be terminated without cause. As part of that offer, on behalf of TWFL, I confirmed that bridged employees would be eligible for post-retirement health and welfare benefits. A example of the letter I sent is attached as Exhibit E.
- 25. In late 1996, TWFL underwent a Coastal Asset / Corporate Office restructuring and developed a Severance Program. A copy of the November 15, 1996 program description is attached as Exhibit F.
- 26. On December 3, 1996, Nadine Block, an employee in TWFL's Human Resources Department, and my subordinate, on behalf of TWFL issued a standard-form memorandum to employees who were offered severance packages as a result of that restructuring. The memorandum explains the post-retirement health and welfare benefits that will be available. A

copy is attached as Exhibit G.

- 27. During my employment at TWFL and its predecessors, it was not company practice to enter into written employment agreements with its non-union salaried employees. At no time during my employment with TWFL or its predecessors was I aware of any salaried employees entering into full written employment contracts with those Employers. From time to time, some senior executives had partial written contracts that described some terms and conditions for employment but these were rare.
- 28. The compensation provided to non-union salaried employees of TWFL and its predecessors with which I was employed up to the date of my retirement included deferred compensation in the form of provision of post-retirement health and welfare benefits to employees who were pension-eligible upon termination of employment from TimberWest.
- 29. So far as I am aware, all retired salaried employees from Crown Zellerbach, Crown Forest, BCFPL, FCCL, TWFL and TimberWest received essentially the same post-retirement benefits coverages, although benefit costs may have varied due to the circumstances of the individual. For example, the monthly cost to TimberWest for Medical Services Plan payment for a retiree with no spouse would be less than for a retiree with a spouse.
- 30. So far as I am aware, there were no significant changes to the post-retirement health and welfare benefits during my employment with TWFL or the predecessor companies, and no significant changes after my retirement until September 1, 2009, for myself or other employees of the Defendant the or its predecessor companies. So far as I am aware all such post-retirement health and welfare benefit changes were common to all retired non-union salaried employees of BCFPL, FCCL, TWFL and TimberWest. I have no knowledge of such changes made for non-union salaried employees who retired from Crown Zellerbach, Crown Forest or PFPL. Examples of some of the minor changes made by TimberWest and its predecessors are set out in documents attached as Exhibits H and I.

CTRSEA

- 31. I am informed by Erik Bentsen, President, CTRSEA, that the CTRSEA first formed as an unincorporated association in 1991 and incorporated as a Society in British Columbia in 1993.
- 32. The purposes of CTRSEA include assisting persons retired from the Defendant and its predecessors in any aspect of their pension and other retirement benefits they receive or are entitled to receive from the Defendant.
- 33. CTRSEA now has about 1480 members and associates. Approximately 450 of those are from TimberWest and its predecessors and include persons who retired from Crown Zellerbach, Crown Forest, PFPL, BCFPL, FCCL, and TWFL and their surviving spouses (approximately 450).

- 34. Mr. Bentsen informs me that in order to carry on its business of, among other things, assisting members when retirement benefit issues that arise between members and our former Employers, CTRSEA has compiled a database of information about our members which is available to me. Most of the information on the database was provided by TimberWest or Catalyst Paper, who provided to CTRSEA information about recent retirees who are potential members as well as address changes and deaths. We send those potential members information about CTRSEA and ask them if they wish to join. We also ask our members for information. The database usually includes information on the Employer from which the person retired, or at least whether the person is a Catalyst or TimberWest retiree. We can therefore identify those members for whom we have information who retired from TimberWest or a predecessor.
- 35. Mr. Bentsen informs me that the database does not include every potential member but I also believe there are not many potential members not included in the database as CTRSEA relies on information provided by TimberWest and Catalyst Paper and we presume it is accurate and we seldom learn of the existence of eligible members about whom we had no information.
- 36. Mr. Bentsen informs me that the database list of members and potential members decreases by about 5% per year due to death of members, spouses and surviving spouses.
- 37. Mr. Bentsen informs me that the database was last updated with information received to June 16, 2014.
- 38. Mr. Bentsen informs me that the database includes names and contact information of members who retired from TimberWest or a predecessor as follows:
 - (a) Couples in which one or both is a retired employee: 280, which covers 560 individuals.
 - (b) Retired employees with no spouse: 20
 - (c) Surviving spouses: 144
- 39. The result is that I believe we have a potential class the size of which is close to a minimum of 724 individuals.
- 40. We have mailing addresses for everyone in the database. The addresses we have for members is current but the addresses we have for non-members may not be current. CTRSEA now sends mail outs only about once every two to three years. CTRSEA typically corresponds with its members by email address and asks those members to pass on information to those they know not have email addresses. Mr. Bentsen informs me that CTRSEA has 246 email addresses representing 72 singles and 174 couples most of whom are potential class members.
- 41. Mr. Bentsen informs me that the database record show five addresses outside Canada, and another five addresses in Canada but outside British Columbia for persons receiving post-retirement health and welfare benefits.

42. CTRSEA is willing to make reasonable efforts, within its means as a nonprofit society, to assist the representative Plaintiff, and Class Counsel with communications to Class Members in connection with the litigation.

British Columbia on

A commissioner for taking affidavits for

British Columbia

C. Trevor Jam

ALLISON TREMBLAY, Barrister & Solicitor 5th FLOOR-128 W. PENDER ST. VANCOUVER, B.C. V6B 1R8 604-684-8421



September 3, 2008

This is Exhibit"

Affidavit of Irevol

"referred to in the

Nanaimo, British Columbia Canada V9T 4Z4

#3-4890 Rutherford Road

Tel 250,729,3700 Fax 250,729,9481

Clifford James 4645 Keith Road

West Vancouver, BC

V7W 2M8

Sworn before me at Vancouver This 23day of October 2014

A Commissioner for taking Affidavits within British Columbia

ALLISON TREMBLAY, Barrister & Solicitor 5th FLOOR-128 W. PENDER ST. VANCOUVER, B.C. V6B IR8

604-684-8421

Dear Clifford:

Re: Important Information for Post-1989 Retirees with Extended Health Care Coverage

We have been concerned about the rising cost of retiree extended health care ("EHC") benefits for some time. Over the past five years alone, these costs have more than doubled and TimberWest now pays close to a million dollars each year for retiree extended health benefits. When combined with BC Medical and Dental costs, these benefits represent a significant cash outlay for the Company.

We have been reluctant to eliminate or cap these coverages because we know they are important to you. However, given the current financial crisis in our Industry and the fact that economic recovery is unpredictable, we can no longer afford to support these benefits at their current level. We will therefore be eliminating your out-of-province emergency medical coverage, including Medi-Assist, effective September 1, 2009.

To minimize the impact this may have on you, TimberWest has arranged with Pacific Blue Cross (PBC) for a cost-effective alternative. This product is called "Group Voluntary Travel" and you will receive a 20% discount from PBC if you purchase this coverage. PBC Group Voluntary Travel plans provide a full range of travel insurance including coverage for medical emergencies, trip cancellation, accidental death, air flight accident, emergency return and baggage loss, delay or damage. Enclosed is a PBC Group Voluntary Travel brochure for your information. Their phone number in Vancouver is 604-419-2200 and their toll-free number is 1-800-873-2583.

We sincerely regret that this action has become necessary. By providing notice to September 1 next year, we hope to reduce the impact on you if you have already factored this benefit into your current travel plans. Please ensure that you arrange for your own medical travel insurance for any out-ofprovince travel occurring on or after September 1, 2009.

We will continue to monitor the cost of our benefit programs and will advise you in the event that other changes become necessary.

Yours truly,

Debbie McPhalen

Manager, Human Resources

DM Phalen & 1







March 10, 2010

#3-4890 Rutherford Road Nanaimo, British Columbia Canada V9T 4Z4 Tel 250.729.3700 Fax 250.729.9481

Clifford James 4645 Keith Road West Vancouver, BC V7W 2M8 This is Exhibit" 15 "referred to in the Affidavit of Trevor James

Sworn before me at Vancover

This 23 day of October 20.14

A Commissioner for taking Affidavits
within British Columbia

Dear Clifford:

Re: Important information regarding your Post Retirement Benefit Coverage

The retiree benefit program currently being provided by TimberWest has been provided at great expense to TimberWest; an expense which has been escalating in recent years due to government downloading and the increasing cost of health care. The program is not and never has been pre-funded. That is to say, the program is funded by the Company's operating earnings in any one year and the cost of providing these benefits is expensed when incurred.

The Company is pleased to be in a position to provide benefit coverage for former employees. That said, the availability of the program is entirely dependent on TimberWest continuing as a going concern and the Company's ability to pay: If we do not manage our costs prudently and remain a going concern, we put at risk the ability to meet these and other obligations. Former and present employees in a number of companies now under creditor protection in Canada's courts are all facing the sad fact that their pension and benefit programs are currently at risk. This is not somewhere we want to end up and therefore managing our costs is critical to ensuring that the Company is financially sound.

Our company and the industry are in the midst of a financial crisis caused by events beyond our control. The depth and duration of this downturn has surpassed all expectations and it remains unclear as to when a turnaround will actually get underway. We have endured three consecutive years of increasing losses. In order to protect our competitive position and remain economically viable, the Company has been through several rounds of cost-cutting in recent years. With only 81 employees today, it is a very different company than the one you left.

The current downturn started in early 2007 and has resulted in record losses for the Company. We recently completed a refinancing program to help us manage through these difficult times. Unitholders were diluted as part of this refinancing and we ended up with much more expensive debt given what is transpiring in the credit markets.

Through this downturn, we have been-funding losses with our bank credit line, moreover we are not making any cash distributions to our owners and we have witnessed record declines in the trading price of our stapled unit. In this type of environment, we must continue to examine all areas of spending.







When you retired from the Company, the Company reserved the right to make changes to the retiree benefit programs if future conditions warranted such changes. Unfortunately, in light of the foregoing, the Company is implementing reductions in your benefit coverage as outlined below. We have not made this decision lightly and have made these changes only after evaluating our post-retirement benefits plans against those offered by approximately 260 companies operating in British Columbia. Even with the changes outlined below, this plan still compares favourably to the market comparables.

Please read this letter carefully to ensure that you understand the upcoming changes that affect your retiree health care benefits and any actions you need to take. If you have any questions about these specific plan changes, you may call the TimberWest Retirees Benefit Centre at 1-877-669-6664 or send an email to timberwestretirees@hewitt.com.

We will also continue to monitor the cost of our benefit programs and will advise you in the event that other changes become necessary.

Cost-Sharing of MSP Premiums and Capping of TimberWest's Annual Contribution

Starting in May 2010, if you live in British Columbia, you will be required to begin paying the full monthly premium for your coverage under the BC Medical Services Plan (MSP).

To offset your costs, TimberWest will make a lump sum payment to you each May covering a portion of your MSP premiums. The Company's annual payment to you will be 50% of the total annual 2010 MSP premium cost, calculated as follows:

MSP Coverage	2010 Monthly Premium Rate	2010 Annual Premium Cost	Annual TimberWest Payment to You*
Single Coverage	\$ 57	\$ 684	\$ 342
Couple Coverage	\$ 102	\$ 1,224	\$ 612
Family Coverage	\$ 114	\$ 1,368	\$ 684

^{*} Your payment from TimberWest for its share of your MSP premium costs will be taxable as income; however, the taxable benefit reported on your annual T4A for MSP coverage will be correspondingly less.

Any future increases in your MSP premiums will be your responsibility. The Company's annual payment to you will remain the same.

You do not need to re-apply for MSP coverage as a result of this change.

We will notify MSP that TimberWest will stop paying your premiums as of May 1, 2010. Following this notification, MSP will automatically set up a self-administered account for you and, starting in May of 2010, MSP will begin issuing monthly premium invoices to you (to which you can apply your MSP payment from the Company).



You should contact your local MSP office if:

- You do not receive a premium billing notice by the end of May 2010;
- You wish to report a change of address, marital status or dependents; and/or
- You plan to move outside BC.

Please note that MSP has a premium subsidy program that may assist you with paying premiums if your income is below a certain level. If you are eligible for the premium subsidy, TimberWest's share of your premium costs will be adjusted to 50% of your reduced premium rate as of May 1, 2010. For more information, visit www.health.gov.bc.ca/msp or call 604-660-2421 (or toll free at 1-800-663-7100).

Changes to Extended Health Care Coverage

Your Extended Health Care coverage will continue, with changes effective May 1,2010. Here is a comparison of your current coverage and the new provisions that become effective May 1, 2010.

Expenses	Current Coverage	Coverage Effective May 1, 2010
Prescription Drugs*	100%, including dispensing fees	The Company will reimburse 80% of the first \$3,000, 100% on Excess, including dispensing fees
Prescription Drugs - Annual Maximum	Unlimited	\$5,000 per calendar year
Lifetime maximum	Unlimited	\$250,000

^{*} Coverage is provided for the lowest cost alternative drugs only, until you reach the Fair PharmaCare deductible, which is based on your net family income.

You will receive an updated retiree benefits booklet with more detailed information at a later date.

Sincerely,

Paul McElligott, President & CEO

Please Note

This letter contains summary information only. If there is a discrepancy between the information in this letter and the contracts and official plan documents, or if a misunderstanding occurs, the contracts and official plan documents will apply. The Company reserves the right to amend or discontinue any of the benefits referred to here at any time and at its complete absolute discretion.



TimberWest Forest Limited

7th Floor, 700 West Georgia St. PO Box 10017 Pacific Centre Vancouver, British Columbia Canada V7Y 1A1 Phone 604.654.4400 Fax 604.654.4960

December 15, 1993

PRIVATE & STRICTLY CONFIDENTIAL

DELIVERED BY HAND

D.G. HOFFMAN 1015 IRONWORK PASSAGE SITE # 67 VANCOUVER, B.C. V6H 3R4

This is Exhibit" $ \subset $ "referred to in the
Affidavit of Trevor James
Sworn before me at Vancouver
This 23 day of October 20 13
A Commissioner for taking Affidavits within Bitish Columbia
A Commissioner for taking Affidavits
within B(itish Columbia

Dear DON:

TimberWest Forest Limited's purchase of certain of FCCL's Wood Products operations has been concluded.

We are pleased to offer you employment with TimberWest starting January 1, 1994. TimberWest will employ you on the same terms and conditions as you are currently employed with FCCL, except that any share purchase plan TimberWest establishes will be based on its shares, not FCCL's.

Effective January 1, 1994 TimberWest will become a participating employer in the FCCL Retirement Plan for Salaried Employees. Consequently, your membership will continue uninterrupted and you will continue to earn pension benefits for your TimberWest employment on the same basis as you earned them for your FCCL employment.

You can accept this offer by simply reporting to work on the first day in 1994 you would have normally reported to work for FCCL. We hope you accept our offer, and look forward to working with you to build an exciting new company.

Yours truly, .

TIMBERWEST FOREST LIMITED

C. Trevor James

Director, Human Resources



TimberWest Forest Limited

7th Floor, 700 West Georgia St. PO Box 10017 Pacific Centre Vancouver, British Columbia Canada V7Y 1A1

This is Mulippin D.

Phone 604.654.4400 Fax 604.654.4960

December 16, 1993

TO:	ALL SALARIED EMPLOYEES OF TIMBERY	WEST Affidavit of Trevor James
FROM:	C.T. JAMES	Sworn before me at Vancouver
		This 23 day of October 20 14
RE:	GROUP BENEFITS AND PENSION	A Commissioner for taking Affidavits within British Columbia

This is to outline the employee benefits that TimberWest will provide for you as an employee of the Company commencing January 1, 1994.

We have duplicated the benefit package that you had as an employee of FCCL. However, the rates TimberWest is assessed, and the premium you are charged for optional insurances, will be based on TimberWest's own experience and the market place.

Permanent full-time employees and permanent part-time employees who work more than 20 hours per week are eligible for coverage. Their eligible spouses and dependent children are also covered for certain benefits.

Your service with Fletcher Challenge, to the extent it was recognized by FCCL, will be recognized by TimberWest for the purpose of eligibility, regular and extended vacation entitlement and in the case of pension, vesting and benefit accrual.

The Employee Benefits Department of FCCL will be administering our benefit program on an interim basis.

Enclosed are the benefit applications and information forms that you are required to complete and return to the Employee Benefits Department, FCCL, Head Office prior to January 15, 1994.

Attached is a brief explanation of each benefit. Brochures explaining the benefits in more detail will be provided early in the new year, as soon as the selection of carriers is finalized.

- 1. MEDICAL SERVICES PLAN (MSP) 100% Company paid
 - application enclosed
 - Group number is 6170427
 - available to employees, their spouses and dependent children

2. **EXTENDED HEALTH AND DENTAL** - 100% Company paid

- application enclosed
- carrier is the Medical Services Association (MSA)
- Extended Health group number is E29611
- You have two dental options from which to choose:
 - Option 1 100% basic services, 50% major restorative services, and 50 % orthodontic services
 - Option 2 80% basic services, 80% major restorative services, and 50% orthodontic services
- Dental group number for Option 1 D29611 for Option 2 D29612
- Please indicate your choice of option by entering the corresponding group number under "dental" on the application form (sample attached).
- You may change dental options once every two years.

3. SHORT TERM SICK LEAVE - 100% Company paid

- provides you with either 100% or 70% or your salary, depending upon your length of service with the Company.

Length of	100% of	70% of
Service	<u>Salary</u>	<u>Salary</u>
under 3 mos	2 wks.	Nil
3 mos 1 yr.	1 mo.	5 mos.
1-2 yrs.	2 mos.	4 mos.
2-3 yrs.	3 mos.	3 mos.
3-4 yrs.	4 mos.	2 mos.
4-5 yrs.	5 mos.	1 mo.
5 yrs. and over	6 mos.	Nil

4. LONG TERM DISABILITY INSURANCE - 100% Company paid

- If you are off work for more than six months, LTD provides you with 70% of your pre-disability salary, up to a maximum benefit of \$5,000 per month.

5. BASIC GROUP LIFE - 100% Company paid

- three times your annual base income, to a maximum of \$500,000
- company paid life insurance in excess of \$25,000 is a taxable benefit

6. OPTIONAL GROUP LIFE - 100% Employee paid

You may purchase up to \$500,000 of Optional Group Life Insurance in units of \$50,000 for both you and your spouse. We have not finalized who the carrier will be for this benefit, or the rate basis under which the coverage will be continued. Once this has been determined, we will provide you with the details and application forms.

Note: For those employees who had purchased this coverage with FCCL, we will arrange for your existing level of coverage to be grandfathered under the new carrier. Therefore, you will not have to requalify medically. However, you should be aware that the rates you pay may change.

7. OPTIONAL ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

- 100% Employee paid
- application enclosed
- You may purchase up to \$500,000 of Optional AD&D coverage in units of \$50,000.
- You may elect the "Family Plan" which provides insurance for you, your spouse and dependent children. The amount of insurance for family members is a percentage of the amount you select for yourself. If you have a spouse and eligible dependent children, your spouse will be covered for 40% and each child for 10% of the amount you select for yourself. If you have a spouse and no dependent children, your spouse will be covered for 50%. If you have no spouse but do have eligible dependent children, each child will be covered for 15%.
- Rate sheet enclosed.
- **Note**: Even though you may be purchasing this benefit under FCCL, **you must re-apply** under TimberWest.

8. COMPANY TRAVEL ACCIDENT INSURANCE - 100% Company paid

 Provides up to \$200,000 of accidental death & dismemberment insurance for an accidental death or dismemberment that occurs while you are engaged in business travel.

9. **REGULAR VACATION**

TimberWest has duplicated the vacation policy that was available to you under FCCL.

10. EXTENDED VACATIONS

We have also duplicated the Extended Vacation program that was available to you under FCCL.

11. EMPLOYEE SHARE PURCHASE PLAN

 Details of the new TimberWest Employee Share Purchase Plan are outlined in a separate letter which is enclosed.

12. PERSONAL LINES INSURANCE

- Arrangements have been made with Seabury Smith to transfer any existing employee policies to TimberWest. Therefore, your monthly deductions for your home owner's or marine insurance will continue as previously.
- If you wish to apply for Personal Lines Insurance through payroll deduction, please see your Paymaster.

13. AUTO INSURANCE

- Effective January 1, 1994 TimberWest will assume the liability from FCCL for any outstanding auto insurance loans made by FCCL to TimberWest employees. Consequently, your monthly deductions for repayment of auto insurance will continue uninterrupted.

Please remember to inform your doctor's and dentist's offices of your new group numbers.

CTJ



TimberWest Forest Limited

7th Floor, 700 West Georgia St. PO Box 10017 Pacific Centre Vancouver, British Columbia Canada V7Y 1A1 Phone 604.654.4400

Pad Carrena

This is Exhibit" E "referred to in the

May 10, 1994 Affidavit of Trevor James

Sworn before me at Vancouver

D.G. Hoffman This 23 day of Detober 20.14

A Commissioner for taking Affidavits
within British Columbia

Dear Don:

Head Office

This is to address a concern raised by some employees who are close to age 55 in regards to the pension decision and the company's severance practice.

In most instances employees who are going to remain in the employ of the company into retirement would be better off remaining in the existing Defined Benefit (DB) Plan. However, if they choose to stay in the DB Plan and are subsequently terminated (without cause) before they reach age 55, they would stand to lose a sizeable amount by not having opted for the DC Plan alternative.

This uncertainty of continued employment is making the pension decision for some employees close to age 55 extremely difficult.

Consequently, for those employees who are 50 years of age or older as of July 1, 1994 and decide to remain in the DB Plan, the Company is prepared to make the following commitment.

For those employees who are participants in the DB Plan and who are 50 years of age or older as of July 1, 1994, the following administrative guidelines will be used when determining the pension benefit payable to them should they be involuntarily terminated without cause, by TimberWest Forest Limited.

- a) Employees who have at least 25 years of service as of their "last day of work" will qualify to receive whatever length of unpaid leave is necessary to bridge them from the end of their terminal leave period to age 55.
- b) Employees who have less than 25 years of service as of their "last day of work" will qualify to receive an unpaid leave following their terminal leave, of up to the length of their terminal leave period, if this will bridge them to age 55. If this length of leave does not bridge them to age 55, it will not be granted, and they will be treated as Terminated Vested Participants of the Plan.
- c) Employees who have been bridged to early retirement under a) or b) above will have their pension calculated using the Plan's discount factors for early retirement; however, all pension service accrual will cease at the completion of the terminal leave period.

d) Employees who have been bridged to early retirement under a) above will also receive the post retirement, non-pension benefits (medical and dental benefits) granted by the company as at that date.

This commitment is being made with respect to the treatment of pension benefits only, and only in the event of a termination without cause. The length of "terminal leave" granted to an exiting employee, will be determined by whatever termination package the Company is using at that time, or what the individual would be entitled to in law, whichever is greater.

If you have any questions, please call me or the pension hotline.

C.T. James

Director Human Resources

This is Exhibit" F

"referred to in the

Affidavit of Trevor James

Sworn before me at Vancouver

This 23 day of October 20 14

TimberWest Forest Limited

A Commissioner for taking Affidavits within British Columbia

Suite 2300, 1055 West Georgia St. P.O. Box 11101

Vancouver, British Columbia Canada V6E 3P3

Phone 604,654 4600

Coastal Asset / Corporate Office Restructuring

Severance Program -

November 15, 1996

The following severance program has been designed for TimberWest Forest Limited employees whose employment is terminated as a result of the restructuring of the coastal assets and Vancouver corporate office.

Affected employees will be offered the option of a paid Termination Leave or lump sum payment. Subsequent to the employee choosing an option, the Company will provide the employee with a letter setting out the arrangement offered as a result of their termination of employment. Acceptance of the option will be conditional upon signing of a release.

The program period will be in effect from November 15, 1996 to February 28, 1997. The Company reserves the right to change or discontinue the program.

Eligible Employees:

All permanent, salaried employees whose employment ceases with TimberWest as a result of the coastal and Vancouver corporate office restructuring including those employees who are classified as transition employees during the reorganization and who will be separated from employment at the end of the reorganization process.

Ineligible Employees:

- temporary and casual employees
- employees covered by a written contract of employment, including those who are already covered by a severance agreement
- employees currently on LTD and who do not return to work
- employees whose employment is transferred to a company providing a service to the organization; or those employees who decline such a transfer
- employees who become self-employed and enter into a contract to provide a service to the organization



Accrued & Banked Vacation

The employee has two options for accrued regular and/or extended vacation entitlements:

- 1. lump sum payment on Termination Date; or
- 2. commencing a Vacation Leave on what would have been the Termination Date for a time period equivalent to accrued regular and/or extended vacation entitlement. The Termination Date occurs on the earlier of end date of the Vacation Leave or the commencement of alternate employment¹

¹Salary, legally required deductions, pension and benefits continue during Vacation Leave. Short term and long disability benefits coverage ceases at commencement of Vacation Leave.

Pension

An employee who is covered under the Defined Benefit segment of the pension plan will cease to accrue credited service as of the Termination Date.

Employer contributions for an employee who is covered under the Defined Contribution segment will cease on the Termination Date.

(See attached chart for additional information)

Value-Added Incentive Plan

The employee will receive a prorated amount calculated to the last day of work, to the extent the plan generates a payment.

Participation in the plan ceases on the Termination Date.

Automobile Arrangements

- ⇒ Leased Vehicles: the employee will have the option to purchase the automobile at the Termination Date, for the then current residual option price of the automobile. The employee will bear all sales and other tax costs and any other costs and taxes which may be associated with any such transfer. If the employee does not elect to purchase the automobile, the Company will not insure the vehicle nor consider itself associated with its operation by the employee or the costs thereof after the Termination Date, and the vehicle must be returned to the Company at the Termination Date.
- ⇒ Light Vehicle Program: commencing with the Termination Date, any reimbursements received by the employee cease. The employee has the option of keeping the vehicle or alternately the Company will assume the vehicle.

Career Counselling

To assist the employee with their career search, the Company will arrange for and pay the fee for career transition counselling.



Option 1 Lump Sum Severance Payment - Pension/Retirement Benefits Chart -

Defined Benefit Members

On Last Day of Pension Credits Pension Benefit Post Retirement				
Work			Medical & Dental Benefits	
Age 55 and older	cease on Termination Date	may elect to have pension benefits commence on 1st of month following Termination Date	eligible (providing employee has a minimum of 5 years continuous service)	
Under age 55 and age + service = 70	cease on Termination Date	a) may elect to have pension benefits commence on 1st of month following age 55 if a "leave of absence without pay" bridge and without benefits, of up to twice the length of what would have been the paid Termination Leave, brings the employee to age 55	a) eligible (providing employee has a minimum of 5 years continuous service)	
		b) receive commuted value of pension if a "leave of absence without pay" bridge and without benefits, of up to twice the length of what would have been the paid Termination Leave does not bring the employee to age 55	b) ineligible	
Neither of above	cease on Termination Date	receive commuted value	ineligible	

Defined Contribution Members

On Last Day of Work	Company Contributions	Account Value	Post Retirement Medical & Dental Benefits
Age 55 and older	cease on Termination Date	receive value at Termination Date	eligible (providing employee has a minimum of 5 years continuous service)
Under age 55 and age + service = 70	cease on Termination Date	receive value at Termination Date	eligible if a "leave of absence without pay" bridge and without benefits, of up to twice the length of what would have been the paid Termination Leave, brings the employee to age 55 (providing employee has a minimum of 5 years continuous service)
Neither of above	cease on Termination Date	receive value at Termination Date	ineligible



Option 2: Paid Termination Leave

Salary Continuation During Notice Period

During the Termination Leave period, the employee will continue to receive their base salary, less all legally required deductions, including CPP and UIC contributions.

Termination Leave Period¹

Commencing on the employee's last day of work, he or she will be given a paid leave of absence equal to one month for each year of continuous service, calculated to their last day of work, to a maximum of twenty four months and subject to the limitations outlined in "Termination Date" below.² The employee is not required to report to work during the Termination Leave period.

- 1 For a short service employee, minimum statutory notice requirements may result in a longer Termination Leave period.
- ² For an employee who is required to relocate and declines, the Termination Leave period will be reduced.

Termination Date

The paid Termination Leave will cease on the Termination Date. The Termination Date will be the earliest date on which any of the following events occur:

- the end date of the eligible paid Termination Leave set out in the employee's termination contract letter;
- the first of the month following the date the employee obtains alternate employment, or becomes self-employed;
- the first of the month following the employee's 65th birthday;
- the commencement of retirement benefits; or
- the death of the employee

Alternate Employment

If the paid Termination Leave period ends as a result of the employee obtaining alternate employment, a lump sum payment will be made to the employee equal to one month's salary multiplied by one-half the full months remaining under the original paid Termination Leave period.

Benefits

All benefits and privileges which the employee receives as a result of employment with TimberWest Forest Limited will be affected as set out below:



Coverages remain in effect for the period of Termination Leave or until the commencement of alternate employment, whichever is earlier for the following:

- ⇒ Medical Services Plan (basic provincial coverage)
- ⇒ Extended Health
- ⇒ Dental
- ⇒ Basic Group Life Insurance (the employee will have 31 days from the Termination Date to convert coverage to an individual life insurance policy, to a maximum of \$200,000, if they so elect.)

Coverages ceasing effective the commencement of the Termination Leave period:

- ⇒ Sick Leave and Long Term Disability
- ⇒ Share Purchase Plan
- ⇒ Optional Life Insurance: the employee will have 31 days from the commencement of the Termination Leave period to convert coverage to an individual life insurance policy, to a maximum of \$200,000, if they so elect.
- ⇒ Optional Accidental Death & Dismemberment Benefit: the employee may elect to convert all or part of their employee and/or spousal coverage, within 31 days of the commencement of the Termination Leave period.

Payroll Deductions

Payroll deductions (including housing relocation, group RRSP, auto plan insurance, computer purchase loan, personal lines insurance, leased vehicle driver option and Canada Savings Bonds) will continue to be deducted from the employee's monthly pay, with the full amount due and payable on the Termination Date. Eligibility to renew any of the above deductions will terminate as of the commencement of the Termination Leave period.

Charitable donations and social club fees will cease to be deducted from the employee's monthly pay at the start of the Termination Leave period.

Accrued and Banked Vacation

The employee has three options for accrued regular and/or extended vacation entitlements:

- 1. lump sum payment immediately prior to the commencement of the Termination Leave period; or
- 2. commencing the Termination Leave period after a Vacation Leave period equivalent to the accrued regular and/or extended vacation entitlements is completed; or
- 3. taking all or part of accrued vacation or banked overtime in time (instead of pay) and displacing a corresponding portion of Termination Leave, but not beyond the originally determined Termination Date. The salary equivalent to the portion of the Termination Leave displaced will be paid to the employee as a lump sum Severance Payment on the Termination Date and may qualify for favourable tax treatment.

Short term and long disability benefits coverage ceases at commencement of "vacation leave". Vacation Leave ceases upon commencement of alternate employment.



Pension

An employee who is covered under the Defined Benefit option of the pension plan will accrue credited service during the paid Termination Leave period.

An employee covered under the Defined Contribution option of the pension plan will continue to have employer contributions made to their account during the paid Termination Leave period.

(See attached chart for additional information.)

Value-Added Incentive Plan

The employee will receive a prorated amount calculated to the commencement of the paid Termination Leave, to the extent the plan generates a payment.

Participation in the plan ceases on the commencement of the Termination Leave period.

Automobile Arrangements

- ⇒ Leased Vehicles: the employee will have the option to purchase the automobile at the Termination Date, for the then current residual option price of the automobile. The employee will bear all sales and other tax costs and any other costs and taxes which may be associated with any such transfer. If the employee does not elect to purchase the automobile, the Company will not insure the vehicle nor consider itself associated with its operation by the employee or the costs thereof after the Termination Date, and the vehicle must be returned to the Company at the Termination Date.
- ⇒ Light Vehicle Program: commencing with the Termination Leave, any reimbursements received by the employee cease. The employee has the option of keeping the vehicle or alternately the Company will assume the vehicle.

Career Counselling

To assist the employee with their career search, the Company will arrange for and pay the fee for career transition counselling.



Option 2 Paid Termination Leave - Pension/Retirement Benefits Chart -

Defined Benefit Members

On Last Day of Work	Pension Credits	Pension Benefit	Post Retirement Medical & Dental Benefits
Age 55 and older	continue during Termination Leave period	may elect to have pension benefits commence on 1st of month following end of Termination Leave	eligible (providing employee has a minimum of 5 years continuous service)
Under age 55 but where paid Termination Leave takes employee to 55 th birthday or beyond	continue during Termination Leave period	may elect to have pension benefits commence on 1st of month following end of Termination Leave	eligible (providing employee has a minimum of 5 years continuous service)
Neither of above but where age + service = 70	continue during Termination Leave period	a) may elect to have pension benefits commence on 1st of month following end of Termination Leave if a leave of absence without pay and without benefits following the paid Termination Leave, of up to the length of the paid Termination Leave brings the employee to age 55	a) eligible (providing employee has a minimum of 5 years continuous service)
		b) receive commuted value of pension at end of Termination Leave if a leave of absence without pay and without benefits following the paid Termination Leave, of up to the length of the paid Termination Leave does not bring the employee to age 55	b) ineligible
None of above apply	continue during Termination Leave period	receive commuted value of pension at end of paid Termination Leave	ineligible



Defined Contribution Members

On Last Day of	Company	Account Value	Post Retirement
Work	Contributions	and the second second	Medical & Dental Benefits
Age 55 and older	continue during Termination Leave period	value at end of Termination Leave period	eligible (providing employee has a minimum of 5 years continuous service)
Under age 55 but where paid Termination Leave takes employee to 55th birthday or beyond	continue during Termination Leave period	value at end of Termination Leave period	eligible (providing employee has a minimum of 5 years continuous service)
Neither of above but where age ± service = 70 on last day worked	continue during Termination Leave period	value at end of Termination Leave period	eligible if a "leave of absence without pay" bridge of up to the length of the Termination Leave, brings the employee to age 55 (providing employee has a minimum of 5 years continuous service)
None of above	continue during Termination Leave period	value at end of Termination Leave period	ineligible

This is Exhibit" "referred to in the Affidavit of Treslar James TimberWest

Sworn before me at Vancouver

TimberWest Forest Limited This 23 day of October

Commissioner for taking Affidavits within British Columbia

Suite 2300, 1055 West Georgia St. P.O. Box 11101

Vancouver, British Columbia Canada V6E 3P3

Phone 604.654.4600

MEMORANDUM

To:

Employees Receiving Coastal Asset / Corporate Office Severance Program

From:

Nadine Block

Date:

December 3, 1996

Re:

Program Clarifications

We have received several questions on issues surrounding the severance program offered as a result of the Coastal Asset / Corporate Office Restructuring. The following points attempt to clarify your queries:

1. Vacation Leave

You have the option of taking your unused vacation prior to receiving the Lump Sum severance payment (Option 1) or commencing your paid Termination Leave (Option 2). The unused vacation eligible for a vacation leave is:

- all unused vacation banked prior to 1996 (regular and supplemental)
- unused regular vacation in 1996 (and 1997 for those whose last day of work is in
- prorated supplemental vacation earned to your last day of work

No further vacation is earned after your last day of work.

Please forward the details of your unused vacation for 1996 (signed by your manager) together with your election of option form.

Alternate Employment

If you elect the paid Termination Leave option, your monthly salary ends as a result of obtaining alternate employment. You would then receives ½ of the remaining payments in one lump sum.

Alternate employment is defined as "employment of a full-time nature, including contracting or consulting work, which is commenced subsequent to the last day of work and is effectively continuous to the end of the Termination Leave".

This definition may appear to be somewhat vague and we have intentionally left out any hours/week definition due to the numerous types of work arrangements that may arise. Each situation where alternate work is involved should be reviewed by myself or Trev James to determine if it constitutes alternate employment.

3. Retirement Benefits

For employees eligible to receive post retirement benefits, the benefits covered are basic provincial medical (MSP), extended health and dental. The dental option in effect at your last day of work will determine your coverage from that time on.

4. Career Counselling / Retirement Counselling

Mark Leitao is currently coordinating the counselling packages and will forward further information later this week.

Please contact me at 654-4620 should you have any further questions.

Naderi Block

British Columbia Forest Products Limited



Inter-Office Memorandum

To: All Salaried Employees

Date: January 4, 1985

This is Exhibit" H "referred to in the Affidavit of Trevor James.

Sworn before me at Vancouver

This 23 day of October 20.14

A Commissioner for taking Affidavits
within British Columbia

From: Brian MacLeod

Subject: Revisions for insertion into the Salaried Employee Benefits Booklet

1. Extended Health and Travel

- a) Effective January 1, 1984, the B.C. Government Pharmacare Plan increased their deductible from \$125 to \$175. The Extended Health Benefits Plan has accordingly been revised to provide 100% reimbursement up to the \$175 Pharmacare deductible for prescription drugs and other eligible expenses listed in Section "A" of "Benefits Inside the Province", of the plan booklet.
- b) Effective December 1, 1984 the medical travel accommodation reimbursement will increase from \$35/night to \$45/night.

2. Retirement Plan for Salaried Employees

An amendment has been made to the salaried retirement plan to provide a spousal benefit to a surviving spouse of an employee, should the employee die after having completed 20 years of service and reaching age 55 rather than the previous age 60 requirement.

3. Cover Page

A revised page which reflects Mr. Benson's new position.

From Docker

Revised pages updating the Extended Health, Travel Plans and cover page are included for insertion into your booklet. The Retirement Plan revision will be distributed at a later date.

RBM:aa encls.

of some axorbit."	1	"referred to in the
Affidavit of Tree	loc.	Sames
Sworn before me	at	Vancoure
This 23 day of	.Q.	tober 20.14
A Company		r Jaking Affidavits
A Commissione	r fo	r taking Affidavits
within Br	·itiæ1	Columbia



#3-4890 Rutherford Road Nanaimo, British Columbia Canada V9T 4Z4 Tel 250.729.3700 Fax 250.729.9481

To our Salaried Retirees:

April 29, 2003

Mark Stock and I enjoyed meeting many of you at the Retirees' Association Annual General Meeting on April 14. As a follow-up to Mark's comments at that meeting, I want to provide you with more detailed information about the B.C. Government's new Fair PharmaCare Program and how it will affect your prescription drug claims.

On May 1, 2003 the Government will use family income based deductibles to determine the reimbursement for prescription drugs under the PharmaCare Program. As a result, some of you will have lower annual deductibles and some will have higher. Pacific Blue Cross has estimated that the overall cost increase for our retiree Extended Health Care plans will be 28% as a result of these changes.

It is very important that you register for Fair PharmaCare. If you do not, the maximum deductible of \$10,000 will be automatically applied to you by PharmaCare.

To register, you must be a BC resident for at least three months, be registered with the Medical Services Plan of BC, be a Canadian citizen or have permanent resident status and have filed a tax return for 2001.

If you do not register now, Pacific Blue Cross will send you a letter asking you to register once our EHC plan pays \$500 of eligible PharmaCare drug expenses. If you still do not register, PBC will send a second letter at the \$850 reimbursement level and they will suspend any further payments for Pharmacare eligible drugs until you have registered under this program.

Information that you will need to Register for Fair PharmaCare:

- BC Care Card numbers for you, your spouse and any dependent children
- 2001 net family income for you and your spouse (from line 236 of your 2001 Income Tax Notice of Assessment)
- Social Insurance Numbers for you and your spouse
- Birth dates for you, your spouse and any dependent children

How to Register for Fair PharmaCare:

By Phone: Call toll-free in BC to 1-800-387-4977.

By Internet: Visit the Government website at www.gov.bc.ca and complete the online

registration form.



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By Mail: If you received a registration form in the mail, you may complete, sign and return it to the address noted on the form. This is the slowest way to register.

Once the registration process is complete and your income has been verified, PharmaCare will send you a written confirmation of your deductible.

What You Can Do to Help us Reduce Extended Health Care Costs

There are some things that all of us can do to reduce health care costs.

1. Be a wise consumer. Every prescription you fill includes a pharmacy dispensing fee and these fees vary. Here are the results of a telephone survey we did of pharmacies in Nanaimo:

Pharmacy	Basic Drug Dispensing Fee
Central Drugs	\$8.50
London Drugs	\$7.99
Overwaitea	\$6.69
Zellers	\$6.49
Thrifty Foods	\$5.99
Canadian Superstore, Wal-Mart, Costco	\$4.97

Based on these dispensing fees, four prescriptions per year filled at Shopper's Drug Mart will cost \$19.12 more than filling the same four prescriptions at Superstore, Wal-Mart or Costco. Please check the dispensing fees in your community and, if possible, fill your prescriptions at a low-cost pharmacy.

- 2. Ask your Doctor if generic drugs are available for your prescriptions. We do not want you to jeopardize your health but if your Doctor feels that a generic drug will be as effective as a name-brand prescription, we ask you to use the generic alternative.
- 3. Whenever possible, please fill your regular prescriptions at least quarterly rather than monthly if your Doctor agrees. This will save on dispensing fees. With your help, we hope to minimize the increases to our retiree health costs.
- 4. If your net income is \$24,000 or less, please apply to the Medical Services Plan for premium assistance. This will save money for the Company and it will also reduce your taxable benefit cost.

As you know, Demner Consulting Services looks after the administration of retiree benefits for TimberWest. Please call Elizabeth Demner at (604) 266-8462 if you have any questions.

Sincerely,

Debbie McPhalen

Manager, Compensation & Benefits

Debbie MiPhalen