

**Pope & Talbot, Inc.
Pope & Talbot Ltd.
Mackenzie Pulp Land Ltd.
Penn Timber, Inc.
Pope & Talbot Lumber Sales, Inc.
Pope & Talbot Pulp Sales U.S., Inc.
Pope & Talbot Relocation Services, Inc.
Pope & Talbot Spearfish Ltd. Partnership
P&T Power Company
P&T Factoring Limited Partnership
P&T Finance One Limited Partnership
P&T Finance Three LLC
P&T Finance Two Limited Partnership
P&T Funding Ltd.
P&T LFP Investment Limited Partnership**

Claims Bar Date Package:

- A) U.S. Notice of Bar Date
- B) U.S. Proof of Claim Form (Form B10)
- C) Canadian Notice to Creditors
- D) Canadian Proof of Claim Form
- E) Claims Protocol

Please refer to the enclosed documents for important filing information and deadlines. If you have any questions regarding the contents of this package, please contact Kurtzman Carson Consultants at 866-381-9100.

If you wish to file a claim, please return EITHER the *Form B10 Proof of Claim Form* OR the *Canadian Proof of Claim Form* to either the US or Canadian address listed herein.

Exhibit A

U.S. Notice of Bar Date

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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

**NOTICE OF BAR DATES REQUIRING FILING OF PROOFS OF CLAIM
AND APPROVAL OF CROSS-BORDER PROTOCOL
GOVERNING THE CLAIMS PROCESS**

**ANY PARTY HOLDING A CLAIM AGAINST ANY OF THE DEBTORS
MUST COMPLY WITH EITHER THE PROCEDURES SET FORTH
IN THIS NOTICE OR THE NOTICE OF BAR DATES
APPROVED BY THE CANADIAN COURT**

PLEASE TAKE NOTICE that:

1. On November 19, 2007 (the “Petition Date”), the above-captioned debtors and debtors in possession (each a “Debtor” and collectively the “Debtors”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) within the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”). On October 29, 2007 (the “Canadian Filing Date”), the Canadian Debtors² applied for protection from their creditors in Canada pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (Canada) (the proceedings commenced by the Canadian Debtors thereunder, the “Canadian Proceedings”) in the Ontario Superior Court of Justice (Commercial List) (the “Ontario Court”). On the same date, the Ontario Court issued an “initial order” (the “CCAA Initial Order”) pursuant to which it, among other things, appointed PricewaterhouseCoopers Inc. as monitor (the “Monitor”) in the Canadian Proceedings. On November 19, 2007, venue of the Canadian Proceedings was transferred by the Ontario Court to the British Columbia Supreme Court (the “Canadian Court”, and together with the Bankruptcy Court, the “Courts”).

¹ 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.

² The Canadian Debtors are: Pope & Talbot, Pope & Talbot Ltd., Mackenzie Pulp Land Ltd., Penn Timber, Inc., Pope & Talbot Lumber Sales, Inc., Pope & Talbot Pulp Sales U.S., Inc., Pope & Talbot Relocation Services, Inc., P&T Power Company, P&T Finance Three LLC and P&T Funding Ltd.

The Bar Dates for Filing Proofs of Claim Against the Debtors

2. On February 26, 2008, the Bankruptcy Court and the Canadian Court granted orders (together, the “Bar Date Orders”),³ among other things, establishing **April 3, 2008 at 4:00 p.m. (Pacific Time)** as the last date and time for the filing of proofs of claim (except by governmental units, as defined in section 101(27) of the Bankruptcy Code, which definition includes Canadian federal, provincial and local governmental authorities) against the Debtors (the “General Bar Date”) and establishing **May 19, 2008 at 4:00 p.m. (Pacific Time)** as the last date and time for the filing of proofs of claim by all governmental units against the Debtors (the “Governmental Unit Bar Date”, and together with the General Bar Date, and as the same may be extended as set forth in the Bar Date Orders, the “Bar Dates”); *provided*, that the provisions of the Bar Date Order do not extend, modify or alter any other deadline for the filing of proofs of claims against the Debtors established by any other orders of the Courts.

Claims Protocol

3. The Bar Date Orders also approved a cross-border protocol governing the claims process (the “Claims Protocol”). The key terms of the Claims Protocol are as follows:

- (a) Any creditor or equity security holder of the Debtors may file a proof of claim or interest with either Kurtzman Carson Consultants, LLC (“KCC”), the Debtors’ claims agent, or the Monitor in the Canadian Proceedings. If a creditor files a claim with both KCC and the Monitor, the last timely filed claim shall govern.
- (b) The Bankruptcy Court shall be the forum to determine all claims asserted against the Debtors arising principally out of the Debtors’ operations in the United States unless, with respect to any particular claim, the Canadian Court is a more appropriate forum in view of all of the circumstances. The Canadian Court shall be the forum to determine all claims asserted against the Debtors arising principally out of the Debtors’ operations in Canada unless, with respect to any particular claim, the Bankruptcy Court is a more appropriate forum in view of all of the circumstances.
- (c) If a claim asserted against the Debtors does not arise principally out of either the Debtors’ operations in Canada or the Debtors’ operations in the United States, then: (i) the Bankruptcy Court shall be the forum to determine such claim if it is governed principally by the laws of the United States or any of its states unless the Canadian Court is a more appropriate forum in view of all of the circumstances; and (ii) the Canadian Court shall be the forum to determine such claim if it is governed principally by the laws of Canada or any of its provinces and territories unless the Bankruptcy Court is a more appropriate forum in view of all of the circumstances.
- (d) KCC and the Monitor shall seek to establish a common list of creditor claims in respect of each of the Debtors as far as reasonably practicable.
- (e) In rendering a determination for resolving disputes relating to the terms, intent or application of the Claims Protocol, the Courts shall hold a joint hearing with respect to any such dispute, unless all parties consent to the determination of the matter by a

³ This notice is qualified in its entirety by the Bar Date Orders and Claims Protocol (as defined below). All parties in interest are urged to read the Bar Date Orders and the Claims Protocol carefully. To the extent this notice is inconsistent with the Bar Date Orders or the Claims Protocol, the terms of the Bar Date Orders and the Claims Protocol shall govern. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Bar Date Orders.

single Court, in which case a single Court may resolve the dispute.

Address for Submitting Proofs of Claim

4. Pursuant to the terms of the Bar Date Orders, all persons, creditors, individuals, partnerships, corporations, associations or other entities (other than as set forth in paragraph 5 below) asserting a claim (as defined below) against any of the Debtors that arose prior to the Canadian Filing Date or deemed to have arisen prior to the Petition Date by virtue of section 501(d) of the Bankruptcy Code, must file written proof of such claim against any such Debtor(s). **Creditors need only fill out ONE proof of claim form for each claim.** Any creditor holding a claim against any of the Debtors must file written proof of such claims against any such Debtor(s), substantially in conformity with **either** Official Bankruptcy Form No. 10 **or** the proof of claim form approved by the Canadian Court, so that such proof of claim is ACTUALLY RECEIVED on or before the applicable Bar Date at **either** of the following addresses:

Pope & Talbot Claims Processing
c/o Kurtzman Carson Consultants, LLC
2335 Alaska Ave.
El Segundo, CA 90245

OR

Pope & Talbot, Inc. et. al.
c/o PricewaterhouseCoopers
PricewaterhouseCoopers Place
250 Howe Street, Suite 700
Vancouver, BC V6C 3S7
Canada
Attention: Alexander Grant

Proofs of claim must be sent by U.S. mail or Canada post, postage prepaid, hand delivery or recognized overnight courier; transmission by facsimile or telecopy will not be accepted. All proofs of claim must specifically identify the particular Debtor against which the person or entity holding the claim is asserting such claim. All persons and entities asserting claims against more than one Debtor must file separate proofs of claim against each Debtor. Claims shall state whether they are filed in United States dollars or Canadian dollars and, if filed in Canadian dollars, shall be converted to United States dollars at the rate of \$1CAD = \$1.0481.

For purposes of the Bar Date Orders and this notice, the term “claim” means (i) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, or (ii) any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment, whether or not such right to an equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

Parties Who Do Not Need to File by the Bar Dates

5. The following persons and entities need NOT file a proof of claim by the applicable Bar Date:

- (a) Administrative Expenses. Any holder of a claim for expenses allowable under section 507(a) of the Bankruptcy Code⁴ **(other than for administrative expenses either relating to an**

⁴ Claims allowable under section 507(a) of the Bankruptcy Code comprise, among other things, the actual and necessary costs and expenses of preserving the estate.

executory contract or unexpired lease that has been or will be rejected by the Debtors, as set forth in paragraph (k) below or for administrative expenses allowable under section 503(b)(9) of the Bankruptcy Code), will not be required to file proof of such claim by the applicable Bar Date. A separate bar date may be set in the future for the filing of administrative expenses other than those relating to either executory contracts or unexpired leases that have been rejected or administrative expenses allowable under section 503(b)(9) of the Bankruptcy Code, and all parties in interest will be given separate notice of any such administrative expense bar date.

- (b) Gap Claims. Any holder of a claim incurred but not paid by the Debtors between the Canadian Filing Date and the Petition Date (collectively, the “Gap Claims”) will not be required to file proof of such claim by the applicable Bar Date. Notwithstanding the foregoing, proofs of claim may include claims for interest accrued between the Canadian Filing Date and the Petition Date but should exclude any claims that were paid pursuant to the CCAA Initial Order, the Bankruptcy Court order authorizing the payment of Gap Claims, or any other orders of the Courts.
- (c) Properly Scheduled Claims. Any person (i) whose claim is listed in the Schedules, (ii) whose claim is not listed as contingent, unliquidated or disputed and (iii) who does not dispute the listed amount or classification of its claim, will not be required to file a proof of claim by the applicable Bar Date because its claim is deemed to have been filed in accordance with section 1111(a) of the Bankruptcy Code. Creditors having claims scheduled on schedules D, E or F of the Schedules will receive, in accordance with the notice procedure set forth below, a proof of claim form that indicates how such creditors’ claims have been scheduled.
- (d) Previously Filed Claims. Any person who already properly has filed a proof of claim will not be required to re-file proof of its claim.
- (e) Interests. Any equity security holder will not be required to file a proof of such equity interests in Pope & Talbot or any other Debtor. An “interest” is an equity security, generally common stock, in Pope & Talbot or any other Debtor. Any equity security holder, however, that has a *claim* arising out of the ownership of an equity interest in Pope & Talbot or any other Debtor, or arising out of the purchase or sale of such an interest, must file such claim on or before the applicable Bar Date.
- (f) Previously Allowed Claims. Any person whose claim previously has been allowed by order of the Court will not be required to file a proof of claim by the applicable Bar Date.
- (g) Intercompany Claims. Any Debtor having a claim against another Debtor, or any of the wholly owned direct and indirect nondebtor subsidiaries of the Debtors (i.e., Pope & Talbot Pulp Sales Europe LLC, Halsey ClO₂ Limited Partnership and Lignum Forest Products LLP (collectively, the “Non-Debtor Affiliates”)) having a claim against any of the Debtors, will not be required to file a proof of claim by the applicable Bar Date.
- (h) Claims Arising on Account of Notes. Any holder of a claim arising under or in respect of any of the following issuances of Pope & Talbot senior unsecured debt (each, a “Noteholder”): (i) those certain senior debentures bearing interest at 8 3/8% due in 2013; and (ii) those certain senior notes bearing interest at 8 3/8% and due in 2013 (collectively, the “Senior Unsecured Securities”), will not be required to file a proof of claim by the applicable Bar Date; *provided, however*, that (x) the foregoing exclusion in this subparagraph shall not apply to the indenture trustee or similar agent under these applicable Senior Unsecured Securities (the “Indenture Trustee”); (y) the Indenture Trustee for the Senior Unsecured Securities is required file a proof of claim, on or before the General Bar Date, with respect to all of the claims on or under such

Senior Unsecured Securities; and (z) any Noteholder that has a claim (other than a claim for principal and interest owed on account of a Senior Unsecured Security), must file such claim on or before the applicable Bar Date.

- (i) Claims That Have Been Paid. Any person whose claim previously has been paid by the Debtors will not be required to file a proof of claim by the applicable Bar Date.
- (j) Claims Against Non-Debtor Affiliates. Any entity that holds a claim solely against any of the Non-Debtor Affiliates will not be required to file a proof of claim by the applicable Bar Date.
- (k) Executory Contracts. With respect to claims relating to executory contracts or unexpired leases that have been rejected by the Debtors, the proposed Bar Date Order provides that all such claims, whether arising prior to *or after* the Petition Date, must be filed on or before the later of (i) 30 days after the effective date of rejection of such executory contract or unexpired lease as set forth in the order approving such rejection, (ii) 30 days after the date of the entry of an order by the Bankruptcy Court approving the rejection of such executory contract or unexpired lease, or (iii) the General Bar Date or Governmental Unit Bar Date, as applicable.
- (l) Pre-Petition Agents. The Pre-Petition Agents (as defined in the final order of the Court entered on December 7, 2007 authorizing the Debtors' postpetition financing facility (Docket No. 140) (the "DIP Order")) will not be required to file a proof of claim on account of claims for principal or non-default rate interest owing under the Pre-Petition Credit Agreement (as defined in the DIP Order). The Pre-Petition Agents shall be required to file a proof of claim for any other claims asserted against the Debtors. Nothing herein shall prevent the Debtors or any party in interest from objecting to any claims of the Pre-Petition Agents or the lenders under the Pre-Petition Credit Agreement except to the extent objections are expressly limited in the DIP Order.

No Claim Can Be Asserted Against Debtors After the Bar Dates

6. Any and all persons, creditors, individual partnerships, corporations, associations, governmental units or other entities which are required to file a proof of claim and fail to do so on or before the applicable Bar Date or as otherwise required by the Bar Date Order shall be FOREVER BARRED, ESTOPPED, AND PERMANENTLY ENJOINED FROM: (i) ASSERTING SUCH CLAIM, WHETHER DIRECTLY OR INDIRECTLY AGAINST THE DEBTORS, THEIR SUCCESSORS AND ASSIGNS OR THEIR RESPECTIVE PROPERTY (OR FILING A PROOF OF CLAIM WITH RESPECT THERETO) IN THE CHAPTER 11 CASES WITH RESPECT TO SUCH CLAIM; (ii) VOTING UPON, OR RECEIVING DISTRIBUTIONS UNDER, ANY PLAN OF REORGANIZATION OR LIQUIDATION OR PLAN OF COMPROMISE OR ARRANGEMENT IN THESE INSOLVENCY PROCEEDINGS IN RESPECT OF SUCH CLAIM; OR (iii) RECEIVING ANY FURTHER NOTICE IN THESE INSOLVENCY PROCEEDINGS WITH RESPECT TO SUCH CLAIM.

Access to Schedules

7. Copies of the Schedules and the Bar Date Order are available for inspection (i) 24 hours a day, at the website of the United States Bankruptcy Court for the District of Delaware, the address of which is <http://www.deb.uscourts.gov> or at the website of KCC, the Debtors' claims agent, the address of which is www.kccllc.net/popetalbot, (ii) during regular business hours at the Office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, DE 19801 and (iii) during regular business hours, at the offices of the undersigned counsel for the Debtors. If the Debtors amend their Schedules after having given notice of the General Bar Date or Governmental Unit Bar Date, the Debtors shall give notice of such amendment ONLY to the holders of claims directly affected by the amendment, and such holders shall be afforded an extension of 30 days from the date on which such notice is

given to file proofs of claim, if necessary, or be forever barred from doing so. All creditors and interest holders shall have the burden of informing the Courts, the Monitor and the Debtors of a change of address.

8. You should not file a proof of claim if you do not have a claim against any of the Debtors. THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE COURTS BELIEVE THAT YOU HAVE A CLAIM.

9. Any person or entity who desires to rely on the Schedules has the responsibility of determining that their claims are accurately listed therein. ANY OTHER INQUIRIES, SUCH AS WHETHER YOU SHOULD FILE A PROOF OF CLAIM OR TAKE ANY OTHER ACTION WITH RESPECT TO YOUR CLAIM SHOULD BE DIRECTED TO YOUR OWN LEGAL ADVISORS.

10. You may obtain a copy of a proof of claim form and information regarding the status of your claim by contacting KCC at 866-381-9100 or the Monitor at 604-806-7050, or by downloading a proof of claim form from the website of KCC, the address of which is www.kccllc.net/popetalbot. All interested parties are referred to the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the CCAA for additional information regarding the filing and treatment of proofs of claim and should consult with their own legal advisors.

Dated: February 26, 2008

SHEARMAN & STERLING LLP
Fredric Sosnick
Susan A. Fennessey
Telephone: (212) 848-4000

-and-

PACHULSKI STANG ZIEHL & JONES LLP

Laura Davis Jones
James E. O'Neill
Timothy P. Cairns
Telephone: (302) 652-4100

Counsel to the Debtors and Debtors in Possession

Exhibit B

U.S. Proof of Claim Form (Form B10)

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the bankruptcy debtor's name, and the bankruptcy case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is located at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

4. Secured Claim.

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien

documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). Do not send original documents, as attachments may be destroyed after scanning.

Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

DEFINITIONS

Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. § 101(5). A claim may be secured or unsecured.

Proof of Claim

A proof of claim form is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the clerk of the same bankruptcy court in which the bankruptcy case was filed.

Secured Claim Under 11 U.S.C. § 506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

Unsecured Claim

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. § 507(a)

Priority claims are certain categories of unsecured claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

Redacted

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax-identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

INFORMATION

Acknowledgement of Filing a Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim or to view your filed proof of claim you may access the court's PACER system (www.pacer.psc.uscourts.gov) for a small fee to view your filed proof of claim.

Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 *et seq.*), and any applicable orders of the bankruptcy court.

Exhibit C

Canadian Notice to Creditors

**NOTICE TO CREDITORS OF THE PETITIONERS LISTED HEREIN
(hereinafter referred to as the "Petitioners")**

Petitioners:

Pope & Talbot Ltd.
Pope & Talbot, Inc.
MacKenzie Pulp Land Ltd.
P&T Funding Ltd.
Penn Timber, Inc.
Pope & Talbot Lumber Sales, Inc.
Pope & Talbot Pulp Sales U.S., Inc.
Pope & Talbot Relocation Services, Inc.
P&T Power Company
P&T Finance Three LLC

RE: NOTICE OF CLAIMS PROCEDURE FOR THE PETITIONERS PURSUANT TO THE COMPANIES' CREDITORS ARRANGEMENT ACT (THE "CCAA")

PLEASE TAKE NOTICE that this notice is being published pursuant to an order of the Honourable Mr. Chief Justice Brenner of the Supreme Court of British Columbia dated February 26, 2008 (the "Claims Procedure Order"). Any person who believes that it has a Claim against a Petitioner should send a Proof of Claim to the Petitioner c/o PricewaterhouseCoopers Inc., in its capacity as the Court-appointed Monitor of the Petitioner or c/o Kurtzman Carson Consultants, LLC, to be received **by 4:00 p.m. (Pacific Time) on April 3, 2008.**

Proof of Claim for Subsequent Claims arising as a result of or in connection with the repudiation or termination by the Petitioners of any contract, lease or other agreement after October 29, 2007 must be received by the later of: (a) the Claims Bar Date, and (b) 4:00 p.m. (Pacific Time) on the day which is 30 days after the date of the applicable repudiation or termination.

Proof of Claim forms filed by Governmental Agencies must be received by 4:00 p.m. (Pacific Time) on May 19, 2008, unless the Monitor, the Petitioners and such Creditor agree in writing that the Proof of Claim may be accepted after that date, or such other date as may be ordered by the Court.

A separate Proof of Claim must be filed for a Claim against each of the Petitioners.

CLAIMS WHICH ARE NOT RECEIVED BY THE BAR DATES (AS APPLICABLE) WILL BE BARRED AND EXTINGUISHED FOREVER.

Creditors who require a Proof of Claim form should contact the Petitioners, c/o PricewaterhouseCoopers Inc., in its capacity as the Court-appointed Monitor of the Petitioners (**Attention: Alexander Grant, Telephone: 1-604-806-7050 ext. 4944 and Fax: 1-604-806-7806**), to obtain a Claim Package.

Dated at _____ this _____ day of _____, 2008.

Exhibit D

Canadian Proof of Claim

**PROOF OF CLAIM AGAINST THE PETITIONERS LISTED HEREIN
(hereinafter referred to as the "Petitioners")**

Petitioners:

Pope & Talbot Ltd.
Pope & Talbot, Inc.
MacKenzie Pulp Land Ltd.
P&T Funding Ltd.
Penn Timber, Inc.
Pope & Talbot Lumber Sales, Inc.
Pope & Talbot Pulp Sales U.S., Inc.
Pope & Talbot Relocation Services, Inc.
P&T Power Company
P&T Finance Three LLC

Please read the enclosed Instruction Letter carefully prior to completing this Proof of Claim.

A. - Particulars of Creditor

1. Full Legal Name of Creditor _____ (the "Creditor") (*Full legal name should be the name of the original Creditor of the Petitioners, regardless of whether an assignment of a Claim as been made, or a portion thereof, has occurred prior to or following October 29, 2007.*)

2. Full Mailing Address of the Creditor (the original Creditor, not the Assignee):

3. Telephone Number: _____
Facsimile Number: _____
Attention (Contact Person): _____

4. Has the Claim been sold or assigned by the Creditor to another party?

Yes: [___]

No: [___]

B. - Particulars of Assignee(s) (If any):

1. Full Legal Name of Assignee(s): _____ (If a portion of the Claim has been assigned, insert full legal name of assignee(s) of Claim). If there is more than one assignee, please attach a separate sheet with the required information.)

2. Full Mailing Address of Assignee(s): _____

3. Telephone Number of Assignee(s): _____

Facsimile Number of Assignee(s): _____

Attention (Contact Person): _____

C. - Proof of Claim:

I, _____ [name of Creditor or Representative of Creditor], of _____ (City, Province or State) do hereby certify:

(a) that I [tick one]

am the Creditor of the Petitioner; OR

am _____ (state position or title) of _____ (name of Creditor)

(b) that I have knowledge of all the circumstances connected with the Claim referred to below;

(c) the Creditor asserts its claim against _____ [Insert name of the Petitioner against whom the Claim is alleged. A separate proof of claim must be filed against each Petitioner against whom a claim is alleged.]

(d) The Petitioner was and still is indebted to the Creditor as follows;

(i) CLAIM:

CDN \$ _____ [insert \$ value of Claim]

(ii) SUBSEQUENT CLAIM:

CDN\$ _____ [insert \$ value of Claim]
(Claim against the Petitioner arising out of the repudiation or termination of any contract, lease, employment agreement or other agreement after October 29, 2007)

(iii) TOTAL CLAIM(S) \$ _____

(Note: Claims in a foreign currency (other than U.S. Dollars) are to be converted to Canadian Dollars at the noon spot rate as at October 29, 2007. U.S. Dollar claims are to be converted at the rate of US\$1 = CDN\$0.9541)

D. - Nature of Claim:

(Check and complete appropriate category)

A. UNSECURED CLAIM OF \$ _____. That in respect of this debt, I do not hold any assets of the Petitioner as security and *(Check appropriate description)*

Regarding the amount of \$ _____, I do not claim a right to priority.

Regarding the amount of \$ _____, I claim a right to a priority under section 136 of the *Bankruptcy and Insolvency Act (Canada)* (the "BIA") or would claim such a priority if this Proof of Claim was being filed in accordance with that Act.

(Set out on an attached sheet details to support priority claim.)

B. SECURED CLAIM OF \$ _____.

That in respect of this debt, I hold assets of the Petitioner valued at \$ _____ as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was given and the value at which you assess the security, and attach a copy of the security documents.)

E. - Particulars of Claims:

Other than as already set out herein, the Particulars of the undersigned's total Claim and/or Subsequent Claim are attached.

(Provide all particulars of the claims and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the claims, name of any guarantor which has guaranteed the claims, and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the Petitioner to the Creditor and estimated value of such security, particulars of any restructuring claim.)

F. - Filing of Claims:

This Proof of Claim must be received by no later than 4:00 p.m. (Pacific Time) on April 3, 2008.

Proof of Claim for Claims arising as a result of or in connection with the repudiation or termination of any contract, lease or other agreement by the Petitioner after October 29, 2007 must be received on the later of: (a) the Claims Bar Date, and (b) by 4:00 p.m. (Pacific Time) on the day which is 30 days after the date of the applicable repudiation or termination, unless the Monitor and the Petitioners agree in writing that the Proof of Claim may be accepted after that date, or by further order of the Court.

Proof of Claim forms filed by Governmental Agencies must be received by the Monitor at the address set forth above by 4:00 p.m. (Pacific Time) on May 19, 2008.

Failure to file your Proof of Claim as directed by the appropriate Bar Date will result in your Claim being barred and you will be prohibited from making or enforcing a Claim against the Petitioners.

This Proof of Claim must be delivered by personal delivery, mail, courier or prepaid mail at the following addresses:

Pope & Talbot, Inc. et al.
c/o PricewaterhouseCoopers Inc., Court-appointed Monitor
PricewaterhouseCoopers Place
250 Howe Street, Suite 700
Vancouver, B.C.
V6C 3S7
Attention: Alexander Grant

or

Pope & Talbot Claims Processing
c/o Kurtzman Carson Consultants, LLC
235 Alaska Ave.
El Segundo, CA 90245
U.S.A

Dated at _____ this ____ day of _____, 2008.

Per: _____ *[Name of Creditor]*

**INSTRUCTION LETTER FOR THE CLAIMS AND SUBSEQUENT CLAIMS
AGAINST THE PETITIONERS LISTED HEREIN
(hereinafter referred to as the "Petitioners")**

Petitioners:

Pope & Talbot Ltd.
Pope & Talbot, Inc.
MacKenzie Pulp Land Ltd.
P&T Funding Ltd.
Penn Timber, Inc.
Pope & Talbot Lumber Sales, Inc.
Pope & Talbot Pulp Sales U.S., Inc.
Pope & Talbot Relocation Services, Inc.
P&T Power Company
P&T Finance Three LLC

A. - Claims Process

By order of the Honourable Mr. Chief Justice [Brenner](#) dated February 26, 2008 (the "Claims Procedure Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), the Petitioners have been authorized to conduct a claims process (the "Claims Process").

This letter provides instructions for responding to or completing the Proof of Claim. For your information, there is currently no proposed plan under the CCAA. Defined terms which are not defined herein shall have the meaning ascribed thereto in the Claims Procedure Order. A copy of the Claims Procedure Order can be obtained from the Monitor's website at www.pwc.com/car-popetalbot.

The Claims Procedure is intended for any Person asserting a claim of any kind or nature whatsoever against one or more of the Petitioners arising, and any Subsequent Claim arising as a result of or in connection with the repudiation or termination by the Petitioners of any contract, lease or other agreement after October 29, 2007.

If you have any questions regarding the Claims Procedure, please contact the Court-appointed Monitor at the address provided below.

All enquiries with respect to the Claims Procedure should be addressed to:

Pope & Talbot, Inc. et al.
c/o PricewaterhouseCoopers Inc.
Court-appointed Monitor of the Petitioners
PricewaterhouseCoopers Place

250 Howe Street, Suite 700
Vancouver, B.C. V6C 3S7
Attention: Alexander Grant
Telephone: 1-604-806-7050 ext. 4944
Facsimile: 1-604-806-7806

B. - For Creditors Submitting a Proof of Claim

If you believe that you have a claim against a Petitioner, you will have to file a Proof of Claim with the Monitor. **Claims against the Petitioners must be received by 4:00 p.m. (Pacific Time) on April 3, 2008.**

Proof of Claim for Subsequent Claims arising as a result of or in connection with the repudiation or termination by the Petitioners of any contract, lease or other agreement after October 29, 2007 must be received by the later of: (a) the Claims Bar Date, and (b) 4:00 p.m. (Pacific Time) on the day which is 30 days after the date of the applicable repudiation or termination.

Proof of Claim forms filed by Governmental Agencies must be received by 4:00 p.m. (Pacific Time) on May 19, 2008, unless the Monitor, the Petitioners and such Creditor agree in writing that the Proof of Claim may be accepted after that date, or such other date as may be ordered by the Court.

A separate Proof of Claim must be filed for a Claim against each of the Petitioners.

Additional Proof of Claim forms can be found on the Monitor's website at www.pwc.com/car-popetalbot or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

Exhibit E

Claims Protocol

Claims Protocol

On December 14, 2007, the United States Court for the District of Delaware (the “U.S. Court”) and the British Columbia Supreme Court (the “Canadian Court”)¹ jointly approved a cross-border insolvency protocol (the “General Protocol”) to ensure that (i) the Insolvency Proceedings are coordinated to avoid inconsistent, conflicting or duplicative activities; (ii) all parties are informed adequately of key issues in the Insolvency Proceedings; (iii) the substantive rights of all parties are protected; and (iv) the jurisdictional integrity of the Courts is preserved. The General Protocol did not contain any provisions regarding the filing of proofs of claim or the claims process. This protocol (this “Claims Protocol”) shall govern the conduct of all parties in interest in the Insolvency Proceedings with respect to the filing and resolution of claims.

A. Comity and Independence of the Courts

1. The approval and implementation of this Claims Protocol shall not divest or diminish the U.S. Court’s and the Canadian Court’s respective independent jurisdiction over the subject matter of the Chapter 11 Cases and Canadian Proceedings, respectively. By approving and implementing this Claims Protocol, neither the U.S. Court, the Canadian Court, the Debtors² nor any creditor or any other interested party shall be deemed to have approved or engaged in any infringement on the sovereignty of the United States or Canada.

2. The U.S. Court shall have sole and exclusive jurisdiction and power over the conduct and hearing of the Chapter 11 Cases. The Canadian Court shall have sole and exclusive jurisdiction and power over the conduct and hearing of the Canadian Proceedings. In accordance

¹ The chapter 11 cases (the “Chapter 11 Cases”) and the proceedings commenced by certain of the Debtors in Canada (the “Canadian Proceedings”) pursuant to the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (Canada) (the “CCAA”) collectively are referred to herein as the “Insolvency Proceedings”. The U.S. Court and the Canadian Court together are referred to herein as the “Courts”.

² The Debtors are: Pope & Talbot, Inc.; Penn Timber, Inc; Pope & Talbot Lumber Sales, Inc.; Pope & Talbot Pulp Sales U.S., Inc.; Pope & Talbot Relocation Services, Inc.; Pope & Talbot Spearfish Ltd. Partnership; P&T Power Company; Mackenzie Pulp Land Ltd.; Pope & Talbot Ltd.; P&T Factoring Limited Partnership; P&T Finance One Limited Partnership; P&T Finance Three LLC; P&T Finance Two Limited Partnership; P&T Funding Ltd.; and P&T LFP Investment Limited Partnership.

with the principles of comity and independence recognized herein, nothing contained herein shall be construed to:

- (i) increase, decrease or otherwise modify the independence, sovereignty or jurisdiction of the U.S. Court, the Canadian Court or any other court or tribunal in the United States or Canada, including the ability of any such court or tribunal to provide appropriate relief under applicable law on an *ex parte* or “limited notice” basis;
- (ii) require the U.S. Court to take any action that is inconsistent with its obligations under the laws of the United States;
- (iii) require the Canadian Court to take any action that is inconsistent with its obligations under the laws of Canada;
- (iv) require the Debtors, the monitor in the Canadian Proceedings (PricewaterhouseCoopers Inc.) (the “Monitor”), the official committee of unsecured creditors (the “Committee”) or the Representatives (as defined in the General Protocol) to take any action or refrain from taking any action that would result in a breach of any duty imposed on them by any applicable law;
- (v) authorize any action that requires the specific approval of one or both of the Courts under the Bankruptcy Code or the CCAA after appropriate notice and a hearing (except to the extent that such action specifically is described in the General Protocol or this Claims Protocol); or
- (vi) preclude the Debtors, the Committee, the Monitor, the Office of the United States Trustee (the “U.S. Trustee”), any creditor or any other interested party from asserting such party’s substantive rights under the applicable laws of the United States, Canada or any other jurisdiction including, without limitation, the rights of interested parties or affected persons to appeal from the decisions taken by one or both of the Courts.

3. The Debtors, the Representatives and their respective employees, members, agents and professionals shall respect and comply with the independent, nondelegable duties imposed upon them by the Bankruptcy Code, the CCAA, the “initial order” issued by the Ontario Superior Court of Justice (Commercial List) and other applicable laws.

B. Purpose and Goals

4. While the Insolvency Proceedings are pending in the United States and Canada, the implementation of this Claims Protocol is necessary to coordinate the claims

process, to ensure the maintenance of the Courts' respective independent jurisdiction and to give effect to the doctrines of comity.

C. Claims Process

5. Any creditor or equity security holder of the Debtors may file a proof of claim or interest with either with Kurtzman Carson Consultants, LLC ("KCC"), the Debtors' claims agent, or the Monitor in the Canadian Proceedings; provided, however, that the resolution of such claim or interest shall be governed by the provisions of paragraphs 6-7. If a creditor files a claim with both KCC and the Monitor, the last timely filed claim shall govern. A timely filed proof of claim against the Debtors will be deemed timely filed both in the U.S. Court and with the Monitor under the Canadian Proceedings. Claims shall state whether they are filed in United States dollars or Canadian dollars and, if filed in Canadian dollars, shall be converted to United States dollars at the rate of \$1CAD = \$1.0481. The Debtors and the Monitor will endeavor to coordinate all matters regarding the filing, reviewing and objecting to claims.

6. The U.S. Court shall be the forum to determine all claims asserted against the Debtors arising principally out of the Debtors' operations in the United States unless, with respect to any particular claim, the Canadian Court is a more appropriate forum in view of all of the circumstances. The Canadian Court shall be the forum to determine all claims asserted against the Debtors arising principally out of the Debtors' operations in Canada unless, with respect to any particular claim, the U.S. Court is a more appropriate forum in view of all of the circumstances. If a claim asserted against the Debtors does not arise principally out of either the Debtors' operations in Canada or the Debtors' operations in the United States, then: (i) the U.S. Court shall be the forum to determine such claims governed principally by the laws of the United States or any of its states unless the Canadian Court is a more appropriate forum in view of all of the circumstances; and (ii) the Canadian Court shall be the forum to determine such claim if it is governed principally by the laws of Canada or any of its provinces and territories unless the U.S.

Court is a more appropriate forum in view of all of the circumstances. KCC and the Monitor shall seek to establish a common list of creditor claims in respect of each of the Debtors as far as reasonably practicable.

7. The adjudicating forum shall decide the amount, value, allowability, priority, and secured status of claims and a creditor's rights to collateral and set-off using a choice of law analysis based upon the choice of law principles applicable in that forum. Nothing herein shall limit the right of any party in interest to object to claims to the extent permitted under section 502(a) of the Bankruptcy Code and the Bankruptcy Rules and any related authority under the CCAA.

D. Effectiveness; Modification

8. This Claims Protocol shall become effective only upon its approval by both the U.S. Court and the Canadian Court.

9. This Claims Protocol may not be supplemented, modified, terminated or replaced in any manner except upon the approval of both the U.S. Court and the Canadian Court after notice and a hearing.

E. Procedure for Resolving Disputes under this Claims Protocol

10. Disputes relating to the terms, intent or application of this Claims Protocol may be addressed by parties in interest to either the U.S. Court, the Canadian Court or both Courts upon appropriate notice in accordance with paragraph 23 of the General Protocol. In rendering a determination for resolving any such dispute, the Courts shall hold a joint hearing with respect to such dispute, unless all parties consent to the determination of the matter by a single Court, in which case a single Court may resolve the dispute. Notwithstanding the foregoing, in making a determination under this paragraph, each Court shall give due consideration to the independence, comity and inherent jurisdiction of the other Court established under existing law.

11. In implementing the terms of this Claims Protocol, the U.S. Court and the Canadian Court may, in their sole, respective discretion, provide advice or guidance to each other with respect to legal issues in accordance with the following procedures:

- (i) the U.S. Court or the Canadian Court, as applicable, may determine that such advice or guidance is appropriate under the circumstances;
- (ii) the Court issuing such advice or guidance shall provide it to the other Court in writing;
- (iii) copies of such written advice or guidance shall be served by the applicable Court in accordance with the General Protocol;
- (iv) the Courts may jointly decide to invite the Company, the Committee, the Representatives, the U.S. Trustee and any other affected or interested party to make submissions to the appropriate Court in response to or in connection with any written advice or guidance received from the other Court; and
- (v) for clarity, the provisions of this paragraph shall not be construed to restrict the ability of either the U.S. Court or Canadian Court to confer whenever it deems it appropriate to do so.

F. Preservation of Rights

12. Except as specifically provided herein, neither the terms of this Claims Protocol nor any actions taken under of this Claims Protocol shall: (i) prejudice or affect the powers, rights, claims and defenses of the Debtors and their respective estates, the Committees, the Representatives, the U.S. Trustee, the Monitor or any of the Debtors' creditors under applicable law, including the Bankruptcy Code, the CCAA and the orders of the Courts; or (ii) preclude or prejudice the rights of any person to assert or pursue such person's substantive rights against any other person under the applicable laws of Canada or the United States.