

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

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

AND IN THE MATTER OF A PROPOSED PLAN OF
COMPROMISE OR ARRANGEMENT WITH RESPECT TO
FRASER PAPERS INC. / PAPIERS FRASER INC., FPS
CANADA INC., FRASER PAPERS HOLDINGS INC., FRASER
TIMBER LIMITED, FRASER PAPERS LIMITED and FRASER
N.H. LLC (THE "APPLICANTS")

Applicants

AFFIDAVIT OF GLEN MCMILLAN
(Sworn August 24, 2010)

I, GLEN MCMILLAN, of the City of Toronto, in the Province of Ontario, **MAKE
OATH AND SAY:**

1. I am the Chief Restructuring Officer ("CRO") of Fraser Papers Inc. ("Fraser Papers" or the "Company") and Secretary of the other Applicants, and as such I have personal knowledge of the matters to which I herein depose. Where the source of my information or belief is other than my own personal knowledge, I have identified the source and the basis for my information and believe it to be true.
2. All monetary amounts referred to in this Affidavit are in United States ("U.S.") currency unless otherwise stated, and all capitalized terms used herein and not otherwise defined are as defined in the Initial Order of Mr. Justice Morawetz dated June 18, 2009, as amended, or the asset purchase agreement between Fraser N.H. LLC ("Fraser Gorham") and MB Growth II, LP ("MB Growth") dated May 21, 2010, as amended (the "Gorham Purchase Agreement").

3. The purpose of this Affidavit is to advise the Applicants' creditors and this Honourable Court of the status of the Gorham Purchase Agreement, and developments that have occurred since the date of my last Affidavit sworn June 30, 2010 (the "June Affidavit") that was filed in support of a request for court approval of the Gorham Purchase Agreement. In particular, it is to advise as to certain amendments to the Gorham Purchase Agreement that are required to be made thereto, if the Applicants' Gorham facility is to be sold on a going concern basis. The most recent amendment to the Gorham Purchase Agreement negotiated between Fraser Gorham as vendor and MB Growth as purchaser (the "Fourth Amendment"), is attached hereto and marked as Exhibit "A".

4. By Approval and Vesting Order dated July 7, 2010 ("Gorham Approval Order"), this Honourable Court approved the Gorham Purchase Agreement and the sale of the Purchased Assets contemplated therein, effective upon closing of the purchase and sale transaction. The Gorham Purchase Agreement provided for a Closing on or before August 31, 2010.

5. At paragraph 89 of the June Affidavit I advised that in the Applicants' view, two material conditions remained outstanding in favour of the purchaser as at that date. Those two material conditions were that: (i) MB Growth shall be satisfied that the necessary regulatory, construction and financing approvals have been secured regarding the supply of natural gas to the Gorham Mill [Section 6.2(i)]; and (ii) MB Growth shall have negotiated a loan agreement or definitive documentation regarding financing of the acquisition [Section 6.2(j)].

6. MB Growth is a limited partnership and has been designated as Purchaser under the Gorham Purchase Agreement. I understand that MB Growth is controlled by MerchantBanc LLC.

7. I am advised by Jeff Pollock, Managing Director of MerchantBanc LLC, and authorized signing officer of the Purchaser under the Gorham Purchase Agreement, that the condition in Section 6.2(i) has been satisfied. I am also advised by Mr. Pollock that, while substantial progress has been made in satisfying the outstanding condition in Section 6.2(j), the condition has not been, and will not be satisfied in time for Closing to occur on or before August 31, 2010. While one other condition under the Gorham Purchase Agreement remains outstanding (namely, negotiation of a transitional services agreement between the purchaser and Twin Rivers Paper

Company, LLC), that was not considered by the Applicants' to be a material condition at the time of swearing the June Affidavit, and that remains the Applicants' view.

8. At paragraph 92 of the June Affidavit I confirmed that, in the event the material conditions in Section 6.2(i) and Section 6.2(j) were not satisfied and the Gorham Purchase Agreement was not expected to close in accordance with its terms, the Applicants would return to this Honourable Court after consultation with the Monitor to advise as to the best manner of proceeding with the sale of the Purchased Assets.

9. As stated in the June Affidavit, the Applicants believe that the sale of the Purchased Assets, as contemplated by the Gorham Purchase Agreement, provides for a greater recovery than would otherwise be recovered if the Gorham Mill was shut down and the Purchased Assets were liquidated. Furthermore, the sale of the Purchased Assets as a going concern provides for the continued employment of 240 employees and direct benefits to the suppliers of the Gorham Mill, in addition to the indirect economic benefits to the greater region surrounding the Gorham Mill.

10. The Gorham Mill continues to generate operating losses and has limited prospects for continued operation if the sale contemplated by the Gorham Purchase Agreement does not close. In light of this fact, the Applicants negotiated the Fourth Amendment which, among other things, extends the Closing Date to allow the Purchaser to satisfy the outstanding material condition under section 6.2(j).

11. The key provisions of the Fourth Amendment provide for the following:

- (i) the Purchaser agrees to pay to the Vendor a non-refundable deposit in the amount of \$50,000;
- (ii) the Closing Date shall be extended to September 30, 2010;
- (iii) the condition relating to the transitional services agreement shall be waived or satisfied by September 14, 2010;
- (iv) the condition for financing shall be satisfied or waived by no later than September 17, 2010; and
- (v) the Purchase Price is to be adjusted by an amount equal to the cash operating results of the business for the month of September. If the cash

operating results are negative, the Purchase Price shall be increased by the amount of the cash operating losses. If the cash operating results are positive, the Purchase Price will be reduced by an amount equal to the cash operating earnings.

12. The Applicants' secured lenders, namely BAM, in its capacity as administrative and collateral agent, and CIT (now CIBC Asset Based Lending Inc.), support the Gorham Purchase Agreement and the transaction contemplated therein, including the Fourth Amendment.

13. The Applicants, in consultation with the Monitor, have worked diligently with MB Growth and MerchantBanc to negotiate the Fourth Amendment on terms that protect the Applicants and its stakeholders to the greatest extent possible, while still preserving the opportunity to effect a going concern sale for the Gorham Mill.

14. The Applicants believe that the Fourth Amendment and the completion of the Gorham Purchase Agreement provide the best opportunity for the Applicants to maximize the proceeds from the sale of the Purchased Assets.

15. I am advised by John McKenna of the Monitor herein, and do verily believe that the Monitor supports the Applicants' efforts in negotiating the Fourth Amendment, and concluding a going concern sale of the Gorham Mill.

16. Paragraph 3 of the Gorham Approval Order authorized the Applicants to conclude the transaction contemplated by the Gorham Purchase Agreement "with such alterations and amendments [thereto] as the parties thereto may agree prior to the Closing of the Transaction, provided that those alterations or amendments are not material". The terms of the Fourth Amendment seek to ensure that the extension to the Closing Date is not financially detrimental to the Applicants. Although the Applicants are of the view that the effect of the Fourth Amendment is therefore not "material", this Affidavit is sworn to ensure that all stakeholders and this Honourable Court are fully apprised of its terms.

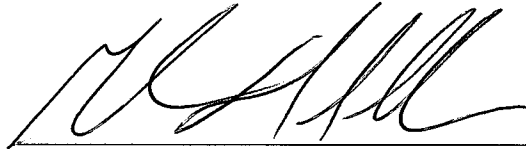
17. I swear this Affidavit for the purpose of advising the Applicants' stakeholders and this Honourable Court of the terms of the Fourth Amendment to the Gorham Purchase Agreement

that have been negotiated by the parties, and for no other or improper purpose.

SWORN before me at the City of Toronto,
in the Province of Ontario, this 24th day of
August, 2010.



Commissioner for Taking Affidavits



GLEN McMILLAN

EXHIBIT A

EXHIBIT "A"

**Fourth Amendment
to
Asset Purchase Agreement
dated May 21, 2010**

This Fourth Amendment to Asset Purchase Agreement dated May 21, 2010, is made the 23rd day of August, 2010.

Between:

MB Growth Partners II, LP, a limited partnership organized under the laws of Delaware having an office at 66 Hanover Street, Manchester, NH 03101 and a limited liability company to be formed for the purpose of acquiring the Purchased Assets (hereinafter defined) (jointly and severally, the "Purchaser")

AND:

FRASER N.H. LLC, a limited liability company organized under the laws of Delaware having an office at 72 Cascade Flats, Gorham, NH 03581 (the "Vendor")

Whereas:

A. The Vendor and the Purchaser have executed an Asset Purchase Agreement dated May 21, 2010 (the "Agreement") regarding certain assets in Berlin and Gorham, Coös County, New Hampshire (the "Purchased Assets");

B. The Vendor and the Purchaser entered into a First Amendment to the Agreement dated as of June 30, 2010 (the "First Amendment"); a Second Amendment to the Agreement also dated as of June 30, 2010 (the "Second Amendment"); and a Third Amendment to the Agreement dated as of July 13, 2010 (the "Third Amendment"); and

C. The Vendor and the Purchaser agree to amend the Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment.

Now, therefore, the Vendor and the Purchaser hereby agree to amend the Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, as follows:

1. Amendments to the Agreement. The Agreement is hereby amended as follows:

1.1 Section 1.1 Definitions

1.1.1 Section 1.1 of the Agreement, as amended, is amended by deleting the definition of "Closing Date" in its entirety and replacing it with the following:

“Closing Date” means September 30, 2010 or such other date as the Parties agree in writing that the Closing shall take place;

1.1.2 Section 1.1 of the Agreement, as amended, is amended by adding the definition of “Cash EBITDA Amount” as follows:

“Cash EBITDA Amount” shall mean EBITDA, calculated in accordance with the methods traditionally employed by the Vendor, based on financial statements prepared in accordance with generally accepted accounting principles, but not giving effect to any net, non-cash additions to asset reserves or liability accruals (and/or any net, non-cash reversals and net, non-cash reinstatements of previously reversed accruals and/or reserves) reflected in EBITDA in excess of \$10,000 in aggregate;

1.1.3 Section 1.1 of the Agreement, as amended, is amended by adding the definition of “Escrow Account” as follows:

“Escrow Account” means an escrow account controlled by a mutually agreeable Escrow Agent pursuant to the terms of an Escrow Agreement by and among the Vendor, the Purchaser and the Escrow Agent;

1.1.4 Section 1.1 of the Agreement, as amended, is amended by adding the definition of “Escrow Agent” as follows:

“Escrow Agent” means the escrow agent appointed by the Parties pursuant to the terms of the Escrow Agreement;

1.1.5 Section 1.1 of the Agreement, as amended, is amended by deleting the definition of “Workers’ Compensation Claims” in its entirety and replacing it with the following:

“Workers’ Compensation Claims” shall mean any and all claims of present, past or future employees at the Gorham Mill, or past employees at the pulp mill formerly operated by the Vendor in Berlin, New Hampshire, against the Vendor or for which the Vendor or an affiliate of the Vendor is or is alleged to be liable under New Hampshire Workers’ Compensation Law (RSA 281-A or predecessor or successor statutes) which claims are claims under insurance policies that are assigned to the Purchaser and such insurance policies are a part of the Purchased Assets. Such claims include the known claims listed on Schedule G, as amended, which claims are covered by insurance policies that will be assigned to the Purchaser. Any claims which are under insurance policies that are not assigned to the Purchaser are not included in Workers’ Compensation Claims for purposes of this Agreement.

1.2 Section 1.5 Schedules

Section 1.5 of the Agreement, as amended, is amended by deleting Schedule G and replacing it with Schedule G as amended and attached to this Fourth Amendment.

1.3 Section 2.3 Payment

1.3.1 Section 2.3(a) of the Agreement, as amended, is amended by adding the following phrase immediately following the words "Cash Purchase Price" in such section: ", minus the aggregate dollar amount of the Non-Refundable Deposit provided by the Purchaser pursuant to Section 2.6 of the Agreement, including any accrued interest thereon (thereby applying the Non-Refundable Deposit in accordance with Section 2.3(d)), minus the Vendor Holdback Amount (which the Purchaser will deposit pursuant to Section 2.3(c)).",

1.3.2 Section 2.3 of the Agreement is amended by (i) deleting the word "and" at the end of Section 2.3(a), (ii) deleting the period at the end of Section 2.3(b) and replacing it with a semicolon, and (iii) inserting new Section 2.3(c) and Section 2.3(d) as follows:

(c) depositing an amount equal to the Vendor Holdback Amount and the Purchaser Holdback Amount by bank draft, certified check or wire transfer of immediately available funds into the Escrow Account controlled by the Escrow Agent. Such amount will be held in escrow by the Escrow Agent and applied as set forth in Section 7.1(d) hereof; and

(d) the Vendor shall apply the Non-Refundable Deposit, together with accrued interest thereon, to the Purchase Price in accordance with Section 7.1(e) hereof.

1.4 New Section 2.6 Non-Refundable Deposit

Following Section 2.5 of the Agreement, as amended, the following new section is inserted:

2.6 Non-Refundable Deposit.

No later than August 24, 2010 at 4:00 p.m. Eastern Time, the Purchaser shall pay to the Vendor a deposit in the amount of Fifty Thousand Dollars (\$50,000) (the "**Non-Refundable Deposit**"). Except only in the event that (i) the Canadian Court or the U.S. Bankruptcy Court advise that they do not permit the Vendor to proceed with the Fourth Amendment to the Agreement, or (ii) the Agreement is terminated as provided in the last paragraph of Section 6.4, which in each case Purchaser shall be entitled to a refund of the Non-Refundable Deposit, under no other circumstances will this Non-Refundable Deposit be refunded to the Purchaser but it shall be applied to the Purchase Price at Closing. The Non-Refundable Deposit shall be held by the Vendor in an interest bearing account pending the Closing or termination of this Agreement.

1.5 Section 6.2(f) Satisfactory Transitional Services Agreement with Twin Rivers

Section 6.2(f) of the Agreement, as amended, is amended by deleting Section 6.2(f) in its entirety and replacing it with the following:

(f) *Satisfactory Transitional Services Agreement with Twin Rivers.* The Purchaser and Twin Rivers shall have negotiated an agreement acceptable to the Purchaser in which Twin Rivers shall provide the Purchaser with transitional services as required by the Purchaser and on terms acceptable to the Purchaser (acting reasonably) on or before September 14, 2010.

1.6 Section 6.2(j) Financing

Section 6.2(j) of the Agreement, as amended, is amended by deleting Section 6.2(j) in its entirety and replacing it with the following:

(j) Financing. The Purchaser shall have obtained commitment(s) for financing, on or before September 17, 2010, sufficient to complete the purchase of the Purchased Assets pursuant to this Agreement on Closing.

1.7 Section 6.4 Termination

Section 6.4 of the Agreement, as amended, is amended by adding a new paragraph at the end of such section as follows:

Upon any termination of this Agreement by the Purchaser in the event of any material breach by the Vendor of any of its agreements, representations or warranties contained herein and the failure of the Vendor to cure such breach within ten (10) days after receipt of notice from the Purchaser requesting such breach to be cured, the Non-Refundable Deposit shall be refunded to the Purchaser by the Vendor within five (5) Business Days of such termination. Upon a termination of this Agreement for any reason other than as specified in the preceding sentence, the Non-Refundable Deposit shall be retained by the Vendor.

1.8 Section 7.1 Adjustments to the Purchase Price on Closing

The following new subsections (d) and (e) is inserted after section 7.1(c) of the Agreement, as amended:

(d) Cash EBITDA.

(1) On or before a date not less than three (3) Business Days prior to the Closing Date, the Vendor shall deliver a certificate duly executed by a senior officer of the Vendor, in form and substance reasonably satisfactory to the Purchaser, setting forth in reasonable detail (including the individual components thereof) the Vendor's good faith estimate of the Cash EBITDA Amount (the "**Estimated Cash EBITDA Amount**") incurred by the Vendor on and after September 1, 2010 and through and including September 30, 2010 (the "**Measurement Period**"). If the Estimated Cash EBITDA Amount incurred during the Measurement Period is positive, the Purchase Price will be reduced by

an amount equal to the Estimated Cash EBITDA Amount. If the Estimated Cash EBITDA Amount incurred during the Measurement Period is negative, the Purchase Price will be increased by an amount equal to the Estimated Cash EBITDA Amount.

(2) Within thirty (30) days after the Closing Date, the Purchaser shall in good faith prepare and deliver to the Vendor its computation of the actual Cash EBITDA Amount for the Measurement Period (including the individual components thereof). In connection with the Vendor's review of the Purchaser's computation of the actual Cash EBITDA Amount for the Measurement Period, the Purchaser shall provide the Vendor with reasonable access to all relevant books and records; provided, that such access shall be upon prior written notice to the Purchaser during normal business hours.

(3) If, within fifteen (15) days following delivery to the Vendor of the Purchaser's computation of the actual Cash EBITDA Amount incurred during the Measurement Period, the Vendor has not provided the Purchaser with written notice of the Vendor's disagreement with such computation (which notice must contain a statement of the basis of the Vendor's disagreement and a reasonably detailed statement of the Vendor's computation of such actual Cash EBITDA Amount, including the individual components thereof) (an "**Objection Notice**"), then the Cash EBITDA Amount as set forth in the Purchaser's computation shall be final and binding on all of the Parties hereto. If the Vendor delivers an Objection Notice to the Purchaser, the Vendor and the Purchaser will endeavor to resolve all disagreements noted in the Objection Notice in good faith as soon as practicable after the delivery of such Objection Notice. If such Parties do not obtain a final resolution within thirty (30) days after the Purchaser's receipt of the Objection Notice, then the issues in dispute will be submitted to arbitration for resolution pursuant to the provisions of Section 7.1(d)(4).

(4) If the Parties cannot agree on the actual Cash EBITDA Amount for the Measurement Period, then the Parties agree that the dispute shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, subject to the provisions of this Section 7.1(d)(4).

(i) The arbitration shall be held in New Hampshire or such other location as agreed to by the Parties. Three (3) arbitrators shall preside (unless the dispute regards a difference of less than \$75,000, in which case one (1) arbitrator shall preside, which arbitrator shall be mutually agreeable to the Parties) and each of the arbitrators shall be certified public accountants. In the case of more than a single arbitrator presiding, each of the Parties shall name an arbitrator and the named arbitrators shall select the third arbitrator; the Parties shall each name its arbitrator within ten (10) Business Days following the thirty (30) day period referred to in the last sentence of Section 7.1(d)(3), and the named arbitrators shall select the third arbitrator within five (5) Business Days thereafter.

(ii) Each of the Parties shall submit its computation of the actual Cash EBITDA Amount for the Measurement Period, together with any relevant written materials to the arbitrators within five (5) Business Days after the selection of the arbitrators. Each of the Parties shall also provide copies of such materials to each other. The arbitrators will consider only those items and amounts set forth in the Objection Notice that the Purchaser and the Vendor are unable to resolve.

(iii) The arbitrators shall hold a hearing within thirty (30) days after submission of the matters set forth in the Objection Notice to the arbitrators for resolution. The Parties agree that there shall be no discovery. The arbitrators shall render their decision within thirty (30) days after the hearing.

(iv) The Parties agree and the arbitrators shall agree that the proceedings shall be confidential except to the extent disclosure is required by the Canadian Court or the U.S. Bankruptcy Court or in connection with a judicial challenge to, or enforcement of, the decision unless otherwise required by law.

(v) The fees and expenses of the arbitrators shall be paid one-half by the Purchaser and one-half by the Vendor. The determination of the arbitrators as to any disputed matters shall be set forth in a written statement delivered to the Purchaser and the Vendor and shall be final, conclusive and binding on the Parties.

(5) The Cash EBITDA Amount as determined by the Purchaser and the Vendor pursuant to Section 7.1(d)(3) or as determined by the arbitrators pursuant to Section 7.1(d)(4), as applicable, shall be final and binding on all of the Parties hereto (the "**Final Cash EBITDA Amount**").

(6) On the Closing Date, (i) the Purchaser will deposit \$150,000 into the Escrow Account as security for the Purchaser's obligations described in this Section 7.1(d) (the "**Purchaser Holdback Amount**"), and (ii) Purchaser will deposit \$150,000 of the Cash Purchase Price (the "**Vendor Holdback Amount**") into the Escrow Account as security for the Vendor's obligations described in this Section 7.1(d). Within five (5) Business Days after determination of the Final Cash EBITDA Amount, the Escrow agent shall release the amount in escrow to the Purchaser and/or the Vendor, as the case may be, as follows:

(i) If the absolute value of the difference between the Estimated Cash EBITDA Amount and the Final Cash EBITDA Amount is less than or equal to \$150,000, then:

(I) If the Final Cash EBITDA Amount is greater than the Estimated Cash EBITDA Amount, (1) the Escrow Agent shall release an amount equal to such difference to the Purchaser from the Vendor Holdback Amount, (2) the Escrow Agent shall release the remaining amount of the Vendor Holdback Amount to the

Vendor, and (3) the Escrow Agent shall release the entire amount of the Purchaser Holdback Amount to the Purchaser; or

(II) If the Estimated Cash EBITDA Amount is greater than the Final Cash EBITDA Amount, (1) the Escrow Agent shall release an amount equal to such difference to the Vendor from the Purchaser Holdback Amount, (2) the Escrow Agent shall release the remaining amount of the Purchaser Holdback Amount to the Purchaser, and (3) the Escrow Agent shall release the entire amount of the Vendor Holdback Amount to the Vendor.

(ii) If the absolute value of the difference between the Final Cash EBITDA Amount and the Estimated Cash EBITDA Amount is greater than \$150,000, then:

(I) If the Final Cash EBITDA Amount is greater than the Estimated Cash EBITDA Amount, (1) the Escrow Agent shall release the entire amount held in the Escrow Account to the Purchaser, and (2) the Vendor shall pay to the Purchaser an amount equal to the difference between the Final Cash EBITDA Amount and the Estimated Cash EBITDA Amount in excess of \$150,000; or

(II) If the Estimated Cash EBITDA Amount is greater than the Final Cash EBITDA Amount, (1) the Escrow Agent shall release the entire amount held in the Escrow Account to the Vendor, and (2) the Purchaser shall pay to the Vendor an amount equal to the difference between the Estimated Cash EBITDA Amount and the Final Cash EBITDA Amount in excess of \$150,000.

(e) Non-Refundable Deposit.

The Non-Refundable Deposit provided by the Purchaser pursuant to Section 2.6 of the Agreement, including any accrued interest thereon, shall be applied to the Purchase Price by the Vendor at the Closing.

1.9 Section 7.4 Vendor's Closing Documents

Section 7.4 of the Agreement is amended by (i) deleting the word "and" at the end of Section 7.4(g), (ii) deleting the period at the end of Section 7.4(h) and replacing it with "; and" and (iii) inserting a new Section 7.4(i) as follows:

(i) the Escrow Agreement, duly executed by the Purchaser and the Escrow Agent.

1.10 Section 7.5 Purchaser's Closing Documents

Section 7.5 of the Agreement is amended by (i) deleting the word "and" at the end of Section 7.5(k), (ii) deleting the period at the end of Section 7.5(l) and replacing it with "; and" and (iii) inserting a new Section 7.5(m) as follows:

(m) the Escrow Agreement, duly executed by the Vendor and the Escrow Agent.

2. Approval by the Courts.

This Fourth Amendment is subject to any approval of or notice to the Canadian Court and the U.S. Bankruptcy Court that may be required, in the sole determination of the Vendor and PricewaterhouseCoopers Inc., the Monitor in the Vendor's insolvency proceeding. The Vendor will use all commercially reasonable efforts to provide such notification or obtain any such approval as soon as possible, and provide written notification to the Purchaser when this has been completed. Notwithstanding anything else contained herein, the Purchaser is entitled to a return of the Non-Refundable Deposit if the Canadian Court or the U.S. Bankruptcy Court advise that they do not permit the Vendor to proceed with the Fourth Amendment to the Agreement.

3. Effect of Amendment.

This Fourth Amendment is effective upon execution by the Parties. In all other respects the Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, shall remain in full force and effect. Time remains of the essence.

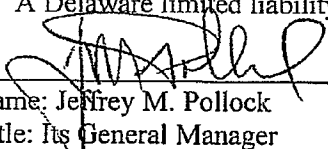
Dated as of the 23rd day of August, 2010.

[Signature page follows]

MB Growth Partners II, LP
A Delaware limited partnership

By: Its sole general partner,

MB Venture Management II, LLC,
A Delaware limited liability company

Per: 
Name: Jeffrey M. Pollock
Title: Its General Manager

FRASER N.H. LLC

Per: _____
Name: William R. Manzer
Title: Vice President

Per: _____
Name: Glen McMillan
Title: Secretary


MB Growth Partners II, LP
A Delaware limited partnership


By: Its sole general partner,

MB Venture Management II, LLC,
A Delaware limited liability company

Per: _____
Name: Jeffrey M. Pollock
Title: Its General Manager

FRASER N.H. LLC

Per: 
Name: William R. Manzer
Title: Vice President

Per: 
Name: Glen McMillan
Title: Secretary

Schedule G

Known Workers' Compensation Claims

Norman Dupuis claim dated 7/12/07

Althea L'Heureux claim dated 11/6/06

Paul Gallant claim dated 11/28/08

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

AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO FRASER PAPERS INC./PAPIERS FRASER INC., FPS CANADA INC., FRASER PAPERS HOLDINGS INC., FRASER TIMBER LIMITED, FRASER PAPERS LIMITED and FRASER N.H. LLC (collectively, the Applicants")

Court File No.: CV-09-8241-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at Toronto

AFFIDAVIT OF GLEN MCMILLAN
(Sworn August 24th, 2010)

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