

THIS AGREEMENT AND DECLARATION OF TRUST is made as of the 16th day of August, 1990.

AMONG:

COUNCIL ON NORTHERN INTERIOR FOREST EMPLOYMENT RELATIONS, A SOCIETY, having its head office and chief place of business situated at Canada Trust Tower, Suite 902, 299 Victoria Street, Prince George, B.C.; CANADIAN FOREST PRODUCTS LTD., having its head office and chief place of business at 100 - 1700 West 75th Avenue Vancouver, BC.; WEST FRASER MILLS Ltd. having its head office and chief place of business at 1250 Brownmill Road Quesnel BC.; HOUSTON FOREST PRODUCTS COMPANY, having its office at P.O. Box 5000, Houston, B.C.; and BABINE FOREST PRODUCTS COMPANY, having an office at P.O. Box 4000, Burns Lake, B.C.

OF THE FIRST PART

AND:

USW, LOCAL 1-424, CLC, a Trade Union having its head office and chief place of business at 100 – 1777 Third Avenue, Prince George, B.C.; and the USW – CANADA, LOCAL 1-425 CLC, a Trade Union having its head office and chief place of business at P.O. Box 4539, Williams Lake, B.C.

OF THE SECOND PART

AND:

DAVID A. GUNDERSON, DONALD T. CADMAN, DAVID E. SHEARD, JOHN LYOTIER, FRANK EVERITT, WADE FISHER, HARVEY ARCAND and SHIV GARCHA

OF THE THIRD PART

WHEREAS:

- A. By certain collective agreements made respectively between the clients of CONIFER and the Union (“Agreement 1988-1991”) and Canadian Forest Products Ltd. and the Union (“Agreement 1988-1991”) and the former Northwood Pulp and Timber Limited, now Canadian Forest Products Ltd. and the Union (“Agreement 1988-1991”) and the former Weldwood of Canada Ltd. now West Fraser

Mills Ltd. and the Union (“Agreement 1988-1991”) and Houston Forest Products Company and the Union (“Agreement 1988-1991”) and Babine Forest Products Company and the Union (“Agreement 1988-1991”) effective the 1st of July 1988, the parties thereto agreed that there would be established a program that was known as the “IWA-Northern Interior Industry Safety and Health Research Program,” and is now called the “USW Northern Interior Safety and Health Research Program,” the chief objectives of which would be the improvement of safety and health protection measures already in place in the forest industry, generally, and by means of research, education and training, the creation and development of a safe and healthful work environment for all persons employed in the various sectors of the forest industry in Northern British Columbia;

- B. It was further agreed by the parties aforesaid that the said program would be funded in accordance with the terms of the Collective Agreements, by employers from time to time who or which engage in the forest industry in Northern British Columbia and who or which are, subject to the terms and provisions of the Agreement 1988-1991, paying contributions based upon a levy of one-half cent per hour per employee per hour worked, such contributions effective July 1, 1989;

- C. Such contributions have been accumulated by such employers since July 1, 1989, pending the establishment of an appropriate trust fund into which the same way be paid;

In accordance with the terms and provisions of the Agreement 1988-1991 the aforementioned employers had appointed David A. Gunderson, Donald T. Cadman, David E. Sheard and John Lyotier and the Union had appointed Frank Everitt, Wade Fisher, Harvey Arcand and Shiv Garcha to be the first trustees of a trust fund formally known as the "IWA – Forest Industry Safety and Health Research and Education Trust, Northern Interior," which is now known as the "USW Northern Interior Safety and Health Research Program and Education Trust, Northern Interior," one of the duties of which trustees is the creation, establishment and development of a safety and health, research and education program that was known as the "IWA – Northern Interior Forest Industry Safety and Health Research and Education Program," which is now referred to as the "USW Northern Interior Safety and Health Research Program and Education Trust, Northern Interior,"

- D. The Trustees are willing to undertake the operation, maintenance and administration of the said "USW– Forest Industry Safety and Health Research and Education Trust, Northern Interior," and the said "USW – Northern Interior Forest Industry Safety and Health Research and Education Program," upon the trusts and upon the several terms and conditions hereinafter set forth.

NOW THEREFORE this Agreement and Declaration of Trust evidences that in consideration of the premises and in order to establish and provide for the proper administration, maintenance and operation of the said “USW – Forest Industry Safety and Health Research and Education Trust, Northern Interior,” and the “USW – Northern Interior Forest Industry Safety and Health Research and Education Program,” the parties hereto covenant and agree, each with the others, as follows:

SECTION 1 - DEFINITIONS

1.00 The following terms, where used throughout this Agreement and Declaration of Trust shall have the following meanings:

1.01 Administrator

The term “Administrator” means any person, firm or corporation who or which the Trustees may, from time to time, appoint to assist them in their administration of the Trust and/or the Program and to whom or which the Trustees may delegate such of the Trustees’ administrative powers and duties as the Trustees may, from time to time, decide;

1.02 Babine

The term “Babine” means “Babine Forest Products Company,” a joint venture of Babine Forest Products Limited and Eurocan Pulp & Paper Company, a joint venture of Enso Forest Products Ltd. and West Fraser Mills Ltd. and includes each and every lawful successor of Babine;

1.03 Board of Trustees or Board

The term “Board of Trustees” or “Board” means the eight (8) Trustees appointed and serving as such in accordance with the terms and provisions of the Trust Agreement or a quorum thereof when exercising, collectively, their powers and performing their duties under the Trust Agreement;

1.04 Canfor

The term “Canfor” means “Canadian Forest Products Ltd – Northern Operations – Wood Products” and includes each and every lawful successor thereof;

1.05 Collective Agreement

The term “Collective Agreement” means any of the following:

- (i) Any of the collective agreements covering the period 1988-1991 between any of the Parties of the first part and any of the Parties of the second part of this Trust Agreement;
- (ii) Any other agreement in writing made between any person, firm or corporation and either Local 1-424 or Local 1-425 of the Union, operating in Northern British Columbia which incorporates the

terms and provisions of any of the collective agreements referred to in paragraph (i) herein, or otherwise requires the payment of Contributions, and includes any subsequent agreement in writing between the parties to any of the agreements referred to in paragraphs (i) and (ii) hereof which contain a provision requiring the payment of Contributions;

1.06 Company

The term "Company" means, collectively, CONIFER, Canfor, , West Fraser Mills Ltd, Houston, and Babine;

1.07 CONIFER

The term "CONIFER" means "Council on Northern Interior Forest Employment Relations" and includes each and every lawful successor thereof;

1.08 Contributions

The term "Contributions" means all monies required to be paid, from time to time, pursuant to a Collective Agreement by a Participating Employer, accumulated between the 1st day of July 1989 and the date hereof, as well as any other monies or other property which may be paid or delivered to the Trustees or to any duly authorized agent or Administrator appointed by the Trustees to receive the same for deposit in the Trust;

1.09 Houston

The term "Houston" means "Houston Forest Products Company," a joint venture of West Fraser Mills Ltd. and Eurocan Pulp & Paper Company, a joint

venture of Enso Forest Products Ltd., and includes each and every lawful successor of Houston;

1.10 Former Northwood, now Canadian Forest Products Ltd.

The term “Northwood” means “Northwood Pulp and Timber Limited” and includes each and every lawful successor thereof;

1.11 Participating Employer

The term “Participating Employer” means any person, firm or corporation who or which employs any member of a “Local Union” pursuant to a Collective Agreement which contains a provision for the payment of Contributions;

1.12 Program

The term “Program” means the “USW-Northern Interior Forest Industry Safety and Health Research and Education Program”;

1.13 Trust

The term “Trust” means the trust fund known as the “USW-Forest Industry Safety and Health Research and Education Trust, Northern Interior”;

1.14 Trust Agreement

The term “Trust Agreement” means this Agreement and Declaration of Trust as amended, from time to time;

1.15 Trustees

The term “Trustee” means any person who is duly appointed as a Trustee or successor Trustee in accordance with the provisions of the Trust Agreement;

1.16 Union

The term "Union" means "USW-Canada, Local 1-424, CLC" or "USW-Canada, Local 1-425, CLC," as the context may require, and each and every lawful successor thereof, and "Local Union" means one of the Unions;

1.17 The former Weldwood, now West Fraser Mills Ltd.

The term "Weldwood" means "Weldwood of Canada-Northern Operations" comprised of its Cariboo Division, Merrill & Wagner Division and 100 Mile House Division, and includes each and every lawful successor thereof;

SECTION 2 - TRUSTEES

2.01 Appointment of Trustees

There shall be eight (8) Trustees of the Trust and Program of whom four (4) shall be appointed by the Company and four (4) by the Union. Those Trustees appointed by the Company shall be designated as "Management Trustees" and those Trustees appointed by the Union shall be designated as "Union Trustees." The parties of the Third Part hereto shall be the first Trustees of the Trust and Program and each shall evidence his acceptance of the trusts herein contained by signing this Trust Agreement.

2.02 Acceptance of Trust by Trustees

A Trustee who has signed the Trust Agreement or, in the case of a successor Trustee, upon his written acceptance being filed with the Administrator or with the minutes of the Trustees if no Administrator is appointed, shall be

deemed to have accepted the trusts created and established by this Trust Agreement, to have consented to act as Trustee, and to have agreed to administer the Trust as provided herein.

2.03 Meetings

The Board shall determine the time and place of the meetings of the Board which shall be held at least annually. Any two (2) Trustees may call a special meeting of the Board at any time by giving reasonable notice in writing of such special meeting, specifying the place, day and hour of such special meeting, to each of the other Trustees. Such notice may be given by mailing the same pre-paid first class mail, email or transmitting same by telegram, telex, fax or any other similar method of transmitting legibly recorded messages, to a Trustee at the address which appears for him on the records of the Administrator or with the minutes of the Trustees if no Administrator is appointed. If any such notice is mailed, receipt of same by the intended recipient shall be deemed to have occurred on the seventh business day following the date of mailing. If any such notice is given by personal delivery, telegram, telex, fax or otherwise as provided herein, receipt of same by the intended recipient shall be deemed to have occurred on the date of actual delivery.

2.04 Quorum

A quorum for any meeting of the Board shall consist of two (2) Management Trustees and two (2) Union Trustees, all present in person.

2.05 Procedure

The Trustees may establish or adopt such procedural rules as they, in their discretion, may determine to govern the conduct of meetings but any such rules shall not contravene any of the terms and provisions of the Trust Agreement.

2.06 Decision of Trustees

The decision of the Trustees may be made in any of the following ways:

- (1) by consent resolution in writing signed by all of the Trustees;
- (2) by resolution of the Trustees passed at any duly called and constituted meeting of the Trustees;
- (3) by the decision of a judge of the Supreme Court of British Columbia as provided in Section 2.08 hereof.

2.07 Voting of Trustees at Meetings

It is intended that the Trust shall at all times be administered by a Board of Trustees composed equally of Management Trustees and Union Trustees and that at all times the two groups of Trustees shall have equal voice and vote. Accordingly, when any resolution is put to a vote at any duly called and constituted meeting of the Board of Trustees, the Management Trustees present in person at such meeting shall, collectively, be entitled to cast one (1) vote, and

the Union Trustees present in person at such meeting shall, collectively, be entitled to cast one (1) vote. If necessary, the Union Trustees and the Management Trustees, may caucus separately to determine how their respective single vote shall be cast.

2.08 Resolution of Deadlock

If, with respect to any question put to a vote at any duly called and constituted meeting of the Board of Trustees, an equal number of votes is cast pro and con, then any one of the Trustees, on giving reasonable notice to the remainder of the Trustees, may apply to the Chief Justice of the Supreme Court of British Columbia to appoint a justice of the Supreme Court to act as a single arbitrator and such questions shall be referred for decision to such judge so appointed whose decision shall be binding upon the Trustees and shall be deemed to be the decision of the Trustees on such question.

2.09 Trustee's Term of Office

Each Trustee shall continue to serve until such time as he resigns, or is removed from office, as hereinafter provided, or until he dies or otherwise becomes incapable of performing the duties of a Trustee hereunder.

2.10 Resignation, Removal and Replacement of Trustees

(a) A Trustee may resign and remain fully discharged from all future duty or responsibility hereunder by giving notice in writing to the other Trustees, the Administrator if one has been appointed and the party who appointed him, which notice shall state the date not prior to the actual date of the notice on which such resignation shall take effect and such resignation

shall take effect on the said date unless a successor Trustee shall have been designated and shall have accepted the Trust pursuant to this section in which event such resignation shall take effect as of the date of acceptance by the successor Trustee;

(b) The Union and the Company may each remove from office any Trustee or Trustees respectively appointed by them by the giving of seven days' notice in writing to the remaining Trustees, the Administrator if one has been appointed, and to the Company if a Union Trustee is being removed, or to the Union if a Management Trustee is being removed, and shall each respectively, appoint a successor Trustee or successor Trustees, as the case may be, to fill the vacancy or vacancies created by such removal; and

(c) A Trustee so removed shall be fully discharged from all future duties, responsibilities and liabilities respecting this Agreement and Declaration of Trust, effective as of the later of the date of notice given to him and the date of notice given to the Union of Company, as the case may be.

2.11 Right to Rely on Information Received

The Trustees shall be under no obligation to determine the validity of any notice, advice, instruction or information received by them or on their behalf, whether any such notice, advice, instruction or information is provided by any council or committee authorized and/or established by the Board in connection with operation of the Program, or by any other source.

2.12 Validity of Acts of the Trustees

If it is subsequently discovered that some defect existed in the appointment or qualification of any Trustee, all acts and proceedings done and carried on in good faith by the Trustees, at any time while such defect existed, shall, nevertheless, be valid and effective.

2.13 Compensation of Trustees

A Trustee may be reimbursed from the Trust his actual travel, meal and hotel or other accommodation expenses incurred by him in personally attending at any meeting of the Board of Trustees and in carrying out any other duty related to the administration of the Trust and Program in accordance with the directions of the Board of Trustees, but shall not be paid fees or compensation for acting as a Trustee, nor for loss of wages or salary occasioned by their services.

2.14 Conveyance of Property

Every person ceasing to be a Trustee hereunder shall be deemed to have conveyed, assigned, transferred, or made over to the Trust any or all the rights and property of the Trust, and shall if necessary convey, assign, transfer, and make over to the Trust any or all the rights and property of the Trust as the Trustees may direct. Each Trustee, by signing this Agreement and Declaration of Trust hereby constitutes and appoints the remaining Trustees, his attorneys, to sign all documents and deeds in his name, in the event of his ceasing to be a Trustee, and the said remaining Trustees shall take the place in stead of the person who ceased to be a Trustee, until such time as a new Trustee is named.

2.15 Successor Trustees

If any Trustee shall die, become incapacitated, resign or be removed, a successor Trustee shall be appointed within thirty (30) calendar days from the date of such incapacity, resignation or removal and any such successor Trustee shall immediately upon his designation as a successor Trustee and his acceptance in writing filed with the Administrator if one has been appointed (or with the other Trustees if an Administrator has not been appointed), become vested with all the property, rights, powers and duties of a Trustee hereunder, with like effect, as if originally named as a Trustee, without the execution of any conveyance, assignment or transfer or other documents whatsoever.

2.16 The Power to Appoint Successor Trustees

If a Union Trustee ceases to act by reason of incapacity, resignation, inability to serve or removal, the Union shall appoint a new Union Trustee to fill his place. If a Management Trustee ceases to act, whether by reason of incapacity, resignation, inability to serve or removal, the Company shall appoint a new Management Trustee to fill his place.

SECTION 3 – THE TRUST

3.01 Assets of the Trust

The Trust which is hereby created and established shall consist of all monies received by or on behalf of the Trustees as Contributions, all monies held on deposit by any person, firm or corporation for the purpose of funding the operation of the Program upon their being deposited in the Trust, all investments

made and held by the Trustees, all income received from investments, and any other property accepted, received and administered by the Trustees for the purpose of the trusts set forth herein.

3.02 Purposes of the Trust

The Trust is created and shall be maintained, administered and utilized by the Trustees, to extent the assets of the Trust permit, for the following purposes, namely:

- (1) to fund investigations, studies and the development of educational materials of all kinds designed to identify both immediately and potentially hazardous safety and health protection conditions, situations, or problems germane to the business and operations of the forest industry in Northern British Columbia;
- (2) to engage and pay for the services of various third parties possessing expertise in the safety and health protection fields to assist in the development of work systems and procedures which will alleviate and remove safety and health hazards in the work place;
- (3) to provide or to contribute to the provision of the funds necessary to develop safety and health protection recommendations made by various third parties;
- (4) to pay all reasonable and necessary expenses, costs, fees and charges incurred by the Trustees in connection with the creation, establishment, maintenance, operation and administration of the Trust and of the Program, including such actuarial, legal, accounting, administrative

and other costs for services provided to the Trustees as the Trustees, in their discretion, deem necessary or advisable for the proper and efficient performance of their duties;

(5) to pay the premiums and other costs of obtaining and maintaining in good standing errors and omissions insurance, trustees' and fiduciaries' liability insurance and such other types of insurance and in such amounts as the Trustees may decide it is reasonable and prudent to obtain having in mind the nature, needs and requirements of the Trust Fund and Program including the protection of the assets thereof, the protection of the Trustees and other persons acting in a fiduciary capacity with respect to the administration of the Trust Fund and Program and also to pay any deductible amount payable under any such policy; and

(6) to pay out of the Trust in accordance with Sections 8.01(b) and 8.02 hereof or as otherwise authorized by this Agreement and Declaration of Trust.

3.03 Program

The Trustees are hereby authorized and directed to establish the Program which shall be designed to facilitate and expedite the achievement of the objectives of the Trust as set forth in Section 3.02 hereof. In particular, but without in any way limiting the generality of the foregoing, the Program shall contain terms and provisions relating to the establishment of an information-gathering system and of a body to be known as the Advisory Council, to receive information and reports from various sources and to

assemble, correlate, analyze and study such data and information with a view to making comprehensive recommendations to the Board of Trustees. The terms and provisions of the Program shall not be inconsistent with any of the terms and provisions of the Trust Agreement.

3.04 Application of the Trust

To effect the purposes set forth in Section 3.02, the Trustees shall have power to use and apply the Trust as follows;

- (a) to pay or provide for the payment of any property taxes, income or other taxes or assessments, of whatever kind, which may be levied or assessed under existing or future laws upon or with respect to the Trust, or any money or property forming part thereof;
- (b) to establish and maintain such reserves as may be necessary to provide for administrative expenses and other obligations of the Trust;
- (c) to invest and re-invest the principal and income of the Trust without distinction between principal and income, in investments which conform to the investment requirements of Section 9 of the federal Pension Benefits Standards Act, 1985, and Section 6 and Schedule III of the Regulations made under the federal Pension Benefits Standards Act, 1985, as the same may be amended from time to time, or the investment requirements of any Act and/or Regulations which may supersede and replace same and which also conform to the investment policies and guidelines which may be adopted by the Trustees, from time to time, PROVIDED HOWEVER such investment policies and guidelines may, if the Trustees,

in their discretion, so decide, provide for the investment of funds in any category of investments authorized by such legislation in an amount which exceeds the amount limitation imposed on such category by such legislation.

3.05 Limitation of Rights to Use of Trust Assets

The following limitations shall apply:

(a) neither the Company nor the Union, nor any Participating Employer, nor an employee of any Participating Employer, nor any Local Union, nor any other person, firm, association, organization or corporation, shall have any right, title or interest in or to the Trust Fund except as may be expressly provided herein and except as may be provided by operation of law;

(b) no part of the capital or income of the Trust shall be used for or diverted to purposes other than those authorized and provided in the Trust Agreement.

SECTION 4 - ADMINISTRATION

4.01 Trustees' Administrative Powers

There is hereby vested in the Trustees all necessary power and authority to fully and effectively administer and utilize the Trust and to constitute, operate and maintain the Program and, without limiting the generality of the foregoing, the Trustees are hereby authorized and empowered;

(a) to make such arrangements, to enter into such agreements and to do such other things as, in the opinion of the Trustees, will assist them to achieve and maintain an exemplary standard of safety and health protection in the forest industry in Northern British Columbia;

(b) from time to time, to engage and dismiss such agents(including an Administrator), employees, professionals, and others, as the Trustees may require to assist them in their administration of the Trust and of the Program and to delegate to any of them such of their administrative powers and duties as the Trustees, in their discretion, decide upon;

(c) to formulate and implement such rules and regulations as the Trustees consider advisable for the effective administration of the Trust and of the Program;

(d) to obtain and evaluate and act upon such statistical, actuarial and other data and information as the Trustees consider appropriate and conducive to achievement of the purposes of the Trust and the effective and efficient operation of the Program;

(e) to register any securities and any other documents evidencing ownership of or title to any properties acquired for the purpose of the Trust in the name of the Trust or in the name of the Program, or in the name of a custodian, duly authorized and appointed by the Trustees;

(f) to deal with any properties forming part of the Trust and execute and deliver any documents in connection therewith as may be required;

(g) to enter into any contracts or agreements considered necessary or advisable in connection with the establishment, administration or operation of the Trust and of the Program;

(h) to retain monies or other properties of the Trust on deposit or for safekeeping at any chartered bank, trust company or credit union licensed to do business in British Columbia and to enter into any arrangements and contracts with any of same and, from time to time, to hold such part of the Trust uninvested when in the opinion of the Trustees it is necessary or advisable so to do;

(i) to sell for cash or on credit, convert, redeem, exchange for other securities or other properties or otherwise dispose of and deal with any securities or other properties at any time held by the Board of Trustees for the purposes of the Trust and generally to act as owner and exercise all rights incidental to ownership thereof;

(j) to appoint a corporation, partnership or individual to act as Administrator, and to delegate to such Administrator any of the administrative powers and duties of the Trustees in connection with the administration of the Trust or any part thereof and in connection with the operation of the Program.

4.02 Audit

Whenever and as often as the Trustees consider it necessary or advisable for their proper administration of the Trust, the Trustees may authorize an audit of the Trust and the costs of same shall be paid out of the Trust.

SECTION 5 – MISCELLANEOUS PROVISION

5.01 Dealings with Trustees

No person, partnership, corporation or association dealing with the Trustees, shall be obligated to see to the application of any funds or property of the Trust, or to see that the terms of the Trust Agreement have been complied with, or be obligated to inquire into the necessity for or the expediency of any act of the Trustees.

5.02 Notices

Except as otherwise provided herein any notice, statement, document or other writing required to be given to any Trustee, to the Company, to the Union, to any Local Union, to any Participating Employer, or to any other person, shall be sufficiently given if addressed to the intended recipient and sent by prepaid first class mail, by email, telegram, telex, fax or any other similar method of transmitting legibly recorded messages, to the last address shown for the intended recipient in the records of the Administrator or with the minutes of the Trustees if no Administrator is appointed. If any such notice is mailed, receipt of same by the intended recipient shall be deemed to have occurred on the seventh business day following the date of mailing. If any such notice is given by personal delivery, telegram, telex, fax or otherwise as provided herein, receipt of same by the intended recipient shall be deemed to have occurred on the date of actual delivery.

5.03 Trustees' Discretion

The resolution of any question arising in connection with the carrying out of the terms and provisions of the Trust Agreement not herein specifically provided for, shall be left to the sole discretion of the Trustees.

5.04

(a) Action by Trustees

The Trustees may seek judicial protection by any action or proceedings they may deem necessary to settle their accounts, and may also obtain a judicial determination or declaratory judgment as to any question of construction of the Trust Agreement or instruction as to any action taken or contemplated hereunder. Any such determination shall be binding upon all parties to or claiming under the Trust Agreement.

(b) Costs of Suit

The costs and expenses of the Trustees in any action, suit or proceeding brought by or against the Trustees or any of them (including counsel fees) shall be paid from the Trust, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Trustees were acting in bad faith, or were grossly negligent in the performance of their duties hereunder.

SECTION 6 – LIMITATION OF LIABILITY

6.01 Liability of Trustees

A Trustee shall not be liable for any error of judgment or for any loss of or reduction in the Trust assets arising from any act or omission done or suffered by him reasonably and in good faith, PROVIDED HOWEVER, that nothing herein contained shall relieve a Trustee from liability with respect to any loss or damage suffered by the Trust which is caused by gross negligence, fraud, or willful misconduct, including his willful failure to comply with any of the terms and provisions of the Trust Agreement.

SECTION 7 – AMENDMENT

7.01 Authority to Amend

The Company and the Union may, at any time, and from time to time amend this Trust Agreement but no amendment shall be made which alters the basic principle of the Trust Agreement to provide for a fund to operate the Program, including the payment of such costs and expenses as are specifically authorized in the Trust Agreement or which may hereafter be authorized by the Trust Agreement.

SECTION 8 – TERMINATION OF TRUST AND PROGRAM

8.01

(a) Basis for Total Termination

The trusts, rights and obligations contained in the Trust Agreement and the Program established thereunder shall be terminated by the Trustees upon their receipt of joint written directions from the Company and the Union to do so.

(b) Partial Termination

The Trusts, rights and obligations contained in the Trust Agreement and the Program established thereunder shall be partially terminated by the Trustees, to the extent they apply to members of the Union who are employees of a particular Company or a Participating Employer, upon receipt by the Trustees of written instructions to terminate from the particular Company or Participating Employer, if such instructions state that a transfer by the particular Company or Participating Employer to any trust or program which provides to the members thereof benefits either identical to, or substantially similar to, those provided under the Trust and Program will be made, and the date of such transfer, and such partial termination shall be made immediately following such date by a transfer of the portion of the Trust applicable to such employees by the Trustees to such trust or program.

8.02 Duties of the Trustees

In the event of termination under Section 8.01(a), the Trustees shall:

- (a) make provision for payment out of the Trust of expenses incurred up to the date of termination;
- (b) arrange for a final audit and report of their transactions and accounts for the purpose of terminating their trusteeship;
- (c) pay the residue of the Trust, if any, to the Trustees of the USW-Forest Industry Trust and Plan - Northern Interior to be used by them in connection with that trust and plan as they, in their discretion, may determine.

SECTION 9 – SITUS AND CONSTRUCTIONS OF TRUST

9.01 All questions pertaining to the validity, construction and administration of the Trust Agreement and the Program shall be determined in accordance with the laws of the Province of British Columbia.

SECTION 10 – INTERPRETATION

10.01 Terminology

Wherever the singular or masculine is used herein, the same shall be deemed to include the plural or feminine or body politic or corporate and vice versa, wherever the context and the parties hereto so require.

10.02 Headings

The heading of the Sections and paragraphs of this Agreement and Declaration of Trust are inserted for convenience only and shall not affect the construction hereof.

10.03 Enurement

This Agreement and Declaration of Trust shall enure to the benefit of and be binding upon the parties hereto and their and each of their executors, administrators and successors, respectively, as the case may be.

IN WITNESS WHEREOF CONIFER, CANFOR, the former NORTHWOOD and now CANFOR, AND the former WELDWOOD and now West Fraser Mills Ltd. have hereto affixed their respective corporate seals attested by the hands of their respective signing officers duly authorized by them in that behalf, HOUSTON and BABINE have caused this Agreement to be executed by its duly authorized signing officers, the Union has caused its common seal to be affixed hereto attested by the hands of its signing officers duly authorized by it in that behalf and the Trustees have hereto subscribed their signatures and affixed their seals as of the day and year which appear to the top of the first page hereof.

The Corporate Seal of the Council on Northern Interior Forest Employment Relations was hereunto affixed in the presence of:

Authorized Signatory c/s

Authorized Signatory

The Corporate Seal of Canadian Forest Products Ltd. was hereunto affixed in the presence of:

Authorized Signatory c/s

Authorized Signatory

BABINE FOREST PRODUCTS
COMPANY:

per: _____
Authorized Signing Officer

per: _____
Authorized Signing Officer

c/s

The Corporate Seal of West Fraser Mills
Ltd. was hereunto affixed in
the presence of:

c/s

Authorized Signatory

Authorized Signatory

HOUSTON FOREST PRODUCTS
COMPANY:

per: _____
Authorized Signing Officer

per: _____
Authorized Signing Officer

The Seal of USW-CANADA, Local 1-424,
CLC was hereunto affixed in the
presence of:

Authorized Signatory

Authorized Signatory

The Seal of USW-CANADA, Local 1-425,

CLC was hereunto affixed in the presence of:

Authorized Signatory

Authorized Signatory

Signed, Sealed and Delivered on
by David A. Gunderson in the presence
of:

Signed, Sealed and Delivered by Donald
T. Cadman in the presence of:

Signed, Sealed and Delivered by David
E. Sheard in the presence of:

Signed, Sealed and Delivered by John
Lyotier in the presence of:

Signed, Sealed and Delivered by Frank
Everitt in the presence of:

Signed, Sealed and Delivered by Wade
Fisher in the presence of:

David A. Gunderson

Donald T. Cadman

David E. Sheard

John Lyotier

Frank Everitt

Wade Fisher

Signed, Sealed and Delivered by Harvey
Arcand in the presence of:

Harvey Arcand

As per Section 7.02, Authority to Amend of this Trust Agreement and due to the recent corporate and union mergers that have taken place; the Trustees have amended this Trust Agreement to reflect the current business and union names of the parties subject to this Trust Agreement. These amendments dated July 20, 2006 made to this Trust in no way alter the basic principles of the Trust Agreement from its original intention.

Signed by Tom Blake



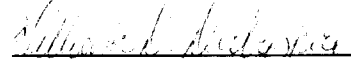
July 20, 2006

Signed by Doug Daniels



July 20, 2006

Signed by Bill Derbyshire



July 20, 2006

Signed by Brad Evans



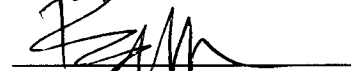
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Signed by Frank Everitt



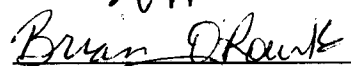
July 20, 2006

Signed by Ed Ma



July 20, 2006

Signed by Brian O'Rourke



July 20, 2006

Signed by Terry Tate



July 20, 2006

