

EXHIBIT "B"

GENERAL REQUIREMENTS

Revised 3-19-04

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Exhibit "B" General Requirements**SECTION 1****Definitions**

- a) The Contract Documents shall be defined in Item 1(b) of the Construction Agreement.
- b) WOODLAND PULP LLC and the Contractor are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of the singular number and neuter gender.
- c) The term subcontractor, as employed herein, includes only those having a direct contact with Contractor.
- d) All time limits stated in the Contract documents are of the essence of the Agreement.
- e) The date of substantial completion of a project shall be such date as Contractor and WOODLAND PULP LLC mutually agree upon in writing.

SECTION 2**Execution, Correlation and Intent of Documents**

The Contract Documents shall be signed, in duplicate, by WOODLAND PULP LLC and the Contractor. The Contract Documents are complimentary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards.

It is intended that work not covered under any heading, section, branch, class or trade of the specifications, shall be supplied if it is shown on drawings or is reasonably inferable therefrom as being necessary to produce the intended results.

SECTION 3**Owner Supplied First Aid Facilities**

Woodland Pulp LLC's first aid facilities are available to the Contractor on an emergency basis. However, Woodland Pulp LLC shall reserve the right to back-charge the Contractor for any service rendered.

SECTION 4**ATMOSPHERIC TESTING**

When a project requires atmospheric testing, the contractor will supply necessary manpower and testing equipment. WOODLAND PULP LLC will conduct its own initial atmospheric testing.

SECTION 5**Scheduling of Work**

Prepare and deliver to Woodland Pulp LLC, within 14 days after notification of acceptance of contract, three (3) prints and one (1) sepia of progress schedules showing the dates of commencement and completion of each portion of the work, including the work of subcontractors, dates for submission and approval of shop drawings and the completion date.

The sequence of construction shall be determined in conjunction with the requirements of, and subject to the approval of, Woodland Pulp LLC and taking into account the scheduling of any related separate contracts.

Whenever required, give further written particulars concerning this program. The submission to and approval by Woodland Pulp LLC of the Contractor's construction program, or the furnishing of details and particulars thereon, shall not relieve the Contractor of any of his duties and responsibilities under the Contract. Irrespective of the Contractor's schedule, Woodland Pulp LLC shall have the right to direct the Contractor to carry out construction in any section of the Contract in order to expedite the work or comply with Owner's requirements. Contractor's representatives shall be required to attend job meetings at the site at the discretion of Woodland Pulp LLC.

SECTION 6**Copies Furnished**

Unless otherwise provided in the Contract Documents, Contractor will be furnished, free of charge, adequate copies of drawings and specifications necessary for the execution of the Work.

SECTION 7**Shop Drawings**

Contractor shall check and verify all field measurements and shall submit to WOODLAND PULP LLC with such promptness as to cause no delay in its own work or in that of any other contractor, one (1) sepia and one (1) print to WOODLAND PULP LLC and one (1) sepia and one (1) print to the Engineer, checked and approved by it, of all shop or setting drawings and schedules required for the work of the various trades. WOODLAND PULP LLC and the Engineer shall check and approve with reasonable promptness, such schedules and drawings. Contractor shall make any corrections required by WOODLAND PULP LLC and the Engineer and return one (1) sepia and one (1) copy to the Engineer. The approval and/or the Engineer of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from drawings or specifications, unless Contractor has in writing called to the attention of WOODLAND PULP LLC and the Engineer such deviations at the time of submission, and secured written approval from them of such deviations; nor shall it relieve Contractor from responsibility for errors in shop drawings or schedules.

SECTION 8**Drawings and Specifications On The Work**

Contractor shall keep one (1) copy of the most recent of all drawings and specifications on the Work, in good order, available to WOODLAND PULP LLC and its representatives at the job site.

SECTION 9**Ownership of Drawings**

All drawings, specifications and copies thereof furnished by WOODLAND PULP LLC are its property. They are not to be used on other work, and with the exception of the signed Agreement set, are to be returned to WOODLAND PULP LLC on request, at the completion of the Work.

SECTION 10**Samples**

Contractor shall furnish for approval, with such promptness as to cause no delay in its own work or in that of any other Contractor, all samples as directed by the Contract Documents. WOODLAND PULP LLC and the Engineer shall check and approve such samples, with reasonable promptness. The work shall be in accordance with approved samples.

Exhibit "B" General Requirements**SECTION 11****Materials, Appliances, Employees**

Unless otherwise stipulated, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the Work.

Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of the quality equal to good industrial practice. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials and their compliance with the OSHA Standards.

Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him. WOODLAND PULP LLC shall have the right to request removal by Contractor of any employee of Contractor or any subcontractor, from the job site whenever WOODLAND PULP LLC deems such person to be unsuitable. It is the obligation of Contractor to comply with such request immediately or at a time agreed to by WOODLAND PULP LLC.

SECTION 12**Patents**

Contractor, while working on this project, shall not infringe any patents, patent rights, processes, know-how or trade secrets of others and shall be responsible for any and all costs, liabilities and damages thereof and shall defend against all claims arising out of any such infringement, unless such infringement is the direct result of the requirement by WOODLAND PULP LLC of Contractor pursuant to written agreement in prosecution of the Work.

SECTION 13**Surveys, Laws and Regulations**

WOODLAND PULP LLC shall furnish all surveys unless otherwise specified. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If Contractor observes that the drawings and specifications are at variance therewith, it shall promptly notify WOODLAND PULP LLC in writing and any necessary changes shall be adjusted as provided in the Agreement for changes in the Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to WOODLAND PULP LLC, it shall bear all costs arising therefrom.

SECTION 14**Protection of Work and Property**

Contractor shall continuously maintain adequate protection of all its work from damage and shall protect WOODLAND PULP LLC's property from injury or loss arising in connection with the Agreement. Contractor shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of WOODLAND PULP LLC, or due to causes beyond Contractor's control and not to its fault or negligence. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, particularly where work will be performed adjacent to WOODLAND PULP LLC's existing operations and facilities.

Contractor shall take all necessary precautions for the safety of Contractor's and WOODLAND PULP LLC's employees, and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to, the premises where work is being performed. Contractor shall erect and properly maintain safeguards for the protection of workmen, the public and WOODLAND PULP LLC's employees and shall post danger signs warning against the hazards created by such features of construction which include, but are not limited to, the following: protruding nails, hoists, well holes, elevator, hatchways, scaffolding, window openings, stairways and falling materials; and Contractor shall designate a responsible member of his organization on the Work, whose duty shall be the prevention of accidents. The name and position of any person so designated shall be reported to WOODLAND PULP LLC by the contractor. In an emergency affecting the safety of life or the Work or of adjoining property, Contractor, without special instruction or authorization from WOODLAND PULP LLC, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and it shall so act, without appeal. Any compensation, claimed by Contractor on account of emergency work, shall be determined by agreement.

Exhibit "B" General Requirements**SECTION 15****Access to Work**

WOODLAND PULP LLC and its representatives shall at all times have access to the Work wherever it is in preparation or progress and Contractor shall provide proper facilities for such access so that WOODLAND PULP LLC may perform its functions under the Contract Documents.

If the Contract Documents, WOODLAND PULP LLC's instructions, laws, ordinances or any public authority require any work to be specially tested or approved, Contractor shall give WOODLAND PULP LLC timely notice of its readiness for observation by another authority, of the date fixed for such inspection, required certificates of inspection being secured by the Contractor. Observations by WOODLAND PULP LLC shall be promptly made, and where practicable at the source of supply. If any work should be covered up without approval or consent of WOODLAND PULP LLC, it must, if required by WOODLAND PULP LLC, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by WOODLAND PULP LLC and if so ordered the work must be uncovered by the Contractor. If such work is found to be in accordance with the Contract documents, WOODLAND PULP LLC shall pay the cost of re-examination and replacement. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay such cost.

SECTION 16**Contractor's Superintendents and Supervision**

Contractor shall keep on its work, during its progress, a competent superintendent and any necessary assistance, all-satisfactory to WOODLAND PULP LLC. The superintendent shall not be changed except with the consent of WOODLAND PULP LLC unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor and all directions given to the superintendent shall be binding as given to Contractor. Important directions shall be so confirmed on written request in each case. WOODLAND PULP LLC shall not be responsible for the acts or omissions of superintendent or his assistants.

Contractor shall give efficient supervision to the work, using its best skill and attention. It shall carefully study and compare all drawings, specifications and other instructions and shall at once report to WOODLAND PULP LLC any error, inconsistency or omission which it may discover, but Contractor shall not be liable to WOODLAND PULP LLC for any damage resulting from any errors or deficiencies in the Contract Documents, drawings, or instructions by WOODLAND PULP LLC.

SECTION 17**Changes in The Work**

WOODLAND PULP LLC, without invalidating the Contract, may order extra work or make changes by altering, adding to, or deducting from the Work, the Contract Sum being adjusted accordingly. All such work shall be executed under the conditions of the Contract except that any claim for extension of time caused thereby shall be adjusted at the time or ordering such change.

In giving instructions, WOODLAND PULP LLC may make minor changes in Work, not involving extra cost, and not inconsistent with the purposes of the project, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order from WOODLAND PULP LLC and no claim for an addition to or reductions of the Contract Sum shall be valid unless so ordered in writing.

The value of any such extra work or change shall be determined in one or more of the following ways:

- a) By estimate and acceptance in a lump sum
- b) By unit prices named in the Contract or subsequently agreed upon
- c) By cost and percentage or by cost and a fixed fee

If none of the above methods is agreed upon, the Contractor, provided it receives an order as above, shall proceed with the Work. In such case and also under case c) above, he shall keep and present in such form as WOODLAND PULP LLC may direct, a correct amount of the cost, together with vouchers and final payment will be based upon agreement between WOODLAND PULP LLC's "Procedures for Contract Changes" shall be strictly adhered to and the correct forms will be properly executed for each change before the work proceeds.

SECTION 18**Claims for Extra Costs**

If Contractor claims that any instructions by drawings or otherwise involve extra cost under the Contract, it shall give WOODLAND PULP LLC written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for "changes in the work". No such claim shall be valid unless so made.

SECTION 19**Deductions for Uncorrected Work**

If WOODLAND PULP LLC and Contractor deem it inexpedient to correct work damaged or not done in accordance with the Contract Documents and equitable deduction from the Contract Sum shall be made thereof.

SECTION 20**Alternates, Substitutions or Modifications**

Should the Contractor decide to alter, substitute or modify the equipment, as detailed by these specifications, he must supply to Woodland Pulp LLC a complete description of such change and obtain the approval of Woodland Pulp LLC before purchasing material or before proceeding with any change. Such Owner's approval is required even where substitutions are indicated by these specifications as being open to consideration.

For tendering purposes, where alternate materials or construction are included by the tenderer, adequate description is to be included with the tender to enable Woodland Pulp LLC to evaluate the acceptability of the proposed change.

SECTION 21**Correction of Work Before Completion**

Contractor shall promptly remove from the premises all Work condemned by WOODLAND PULP LLC as failing to conform to the Contract, whether incorporated or not, and Contractor shall promptly replace and re-executed its own work in accordance with the Contract and without expense to WOODLAND PULP LLC and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, WOODLAND PULP LLC may remove it and may store the material at the expense of the Contractor. If Contractor does not pay the expenses of such removal within ten (10) days time thereafter, WOODLAND PULP LLC may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by Contractor.

Exhibit "B" General Requirements**SECTION 22****Responsibility for Owner Supplied Equipment**

The Contractor shall take delivery of the equipment supplied by Woodland Pulp LLC. From the time the Contractor takes delivery of any equipment, until the time it has been installed and accepted by Woodland Pulp LLC, the Contractor shall assume full responsibility for the equipment. Upon receipt, the Contractor shall assure himself that the equipment is in good order. Acceptance by the Contractor shall be taken as confirmation that the equipment was received in good order. The Contractor shall maintain an up-to-date inventory of such equipment, which shall be available for inspection by Woodland Pulp LLC at all times.

SECTION 23**Woodland Pulp LLC's Right To Do Work**

If Contractor should neglect to prosecute the Work properly or fail to perform any provision of the Contract, WOODLAND PULP LLC, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

SECTION 24**Work Associated With Installations**

The Contractor shall provide all labor, materials, supervision, tools, plant equipment, scaffolding, rigging, staging, welding and cutting gases and services required for the unloading from rail cars and trucks at the site, storage and inventory, handling, installation, of all equipment and materials whether Owner or Contractor supplied.

SECTION 25**As-Built Drawings**

During construction, the Contractor shall keep an accurate record of all deviations between work as shown on the Contract drawings and that which is actually installed.

The Contractor shall maintain two (2) complete sets of prints of the Contract drawings for the purpose of recording field changes. One set shall be used to record field changes in pencil; the second set shall be used by the Contractor to make a neat and accurate record, in red ink, of all changes and revisions to the original design, which exist in the completed work.

Exhibit "B" General Requirements**SECTION 26****Inspection and Testing**

Inspection shall be made by Woodland Pulp LLC or his Representative. The Contractor shall provide the necessary labor and equipment for inspection assistance as required by Woodland Pulp LLC.

SECTION 27**Fire Insurance With Extended Coverage**

Unless otherwise provided, WOODLAND PULP LLC shall effect and maintain fire insurance with extended coverage upon the entire structure on which the Work of the Contract is to be done to the full insurable value thereof, including items of labor and materials connected therewith whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges, temporary structures, miscellaneous materials and supplies incident to the Work, and such scaffoldings, staging, towers, forms and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the Work. EXCEPTIONS: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers and forms owned or rented by the Contractor, the capital value which is not included in the cost of the Work, or any cook shanties, bunk houses or other structures erected for housing the workmen. The loss, if any, is to be made adjustable with and payable to WOODLAND PULP LLC.

Certificates of such insurance shall be filed with the Contractor if he so requires. If WOODLAND PULP LLC fails to effect or maintain insurance as above and so notifies the Contractor, Contractor may insure its own interests and that of the Subcontractors and charge the cost thereof to WOODLAND PULP LLC.

If Contractor is damaged by failure of WOODLAND PULP LLC to maintain such insurance or to so notify Contractor, he may recover as stipulated in the Contract for recovery of damages. WOODLAND PULP LLC and Contractor and all subcontractors waive all rights, each against the others for damages caused by fire or other perils to the extent covered by insurance provided under the terms of this section, except such rights as they may have to the proceeds of insurance held by WOODLAND PULP LLC.

WOODLAND PULP LLC, at its option, may insure against loss of use of WOODLAND PULP LLC's existing property, due to fire or otherwise, however caused.

Exhibit "B" General Requirements**SECTION 28****Notice of Claim**

Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by it, claim shall be made to the party liable within a reasonable time of the first observance of such damage.

SECTION 29**Lines and Levels**

Control points and benchmarks will be provided on the site by WOODLAND PULP LLC. The Contractor shall be responsible for all detail layouts and for the setting out of lines and levels as necessary to ensure that this work conforms to the requirements of the drawings and the specifications.

SECTION 30**Codes**

All workmanship, materials and equipment supplied and erected by the Contractor shall conform to the requirements of the appropriate discipline, as they shall apply. This list includes, but is not limited to, the following: A.S.M.E., A.S.T.M., A.C.I., A.W.S., A.I.S.C., A.N.S.I., Maine Plumbing Code, N.E.C, and OSHA.

SECTION 31**Mutual Responsibility of Contractors**

Should Contractor cause damage to any separate contractor on the Work, Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues WOODLAND PULP LLC on account of any damage alleged to have been so sustained, WOODLAND PULP LLC shall notify Contractor, who shall defend such proceedings at the Contractor's expense and, if any judgment against WOODLAND PULP LLC arises the refrom, Contractor shall pay or satisfy it and pay all costs incurred by WOODLAND PULP LLC, including, but not limited to, reasonable attorney's fees in such proceedings or any appeals therefrom.

It shall be the Contractor's responsibility to give full cooperation to Woodland Pulp LLC's operating and maintenance personnel who may be on the site during construction. The Contractor shall answer all questions concerning installation of equipment and maintenance and operation of all mechanical equipment.

The Contractor's attention is drawn to the fact that other contracts may have been awarded and work on them will proceed during the life of this contract. The Contractor shall coordinate his work with that of others. No claims for compensation based on interference of work under this Contract caused by work under other contracts will be considered.

Exhibit "B" General Requirements**SECTION 32****Separate Contracts**

WOODLAND PULP LLC reserves the right to let other contracts in connection with this Work under similar General Requirements. Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

If any part of Contractor's work depends, for proper execution or results, upon the work of any other contractor, contractor shall inspect and promptly report to WOODLAND PULP LLC any defects in such work that render it unsuitable for such proper execution and results. Failure of Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of Contractor's work, except as to defects which may develop in the other Contractor's work, after the execution of Contractor's work.

To insure the proper execution of its subsequent work, Contractor shall measure work already in place and shall at once report to WOODLAND PULP LLC any discrepancy between the executed work and the drawings.

SECTION 33**Subcontracts**

Contractor agrees that he is fully responsible to WOODLAND PULP LLC for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

Nothing contained in the Contract Documents shall create any contractual relation between any Subcontractor and WOODLAND PULP LLC.

SECTION 34**Use of Premises**

- a) Contractor shall confine its apparatus; the storage of materials and the operations of his workmen to limits indicated by law, ordinances, permits or directions of WOODLAND PULP LLC and shall not unreasonably encumber the premises with its materials or unduly interfere with the manufacturing operations of WOODLAND PULP LLC.
- b) Contractor shall not load or permit any part of the structures to be loaded with a weight that will endanger its safety.
- c) Prior to commencing work on WOODLAND PULP LLC's premises; Contractor shall request from WOODLAND PULP LLC permission to use said premises and shall describe, with particularity, the extent of work to be done.

Exhibit "B" General Requirements

SECTION 35

Cutting, Patching

Contractor shall not endanger any work by cutting, excavating or otherwise altering the Work and shall not cut or alter the work of any other contractor save with the consent of WOODLAND PULP LLC.

SECTION 36

Clean-Up

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or their work, and at the completion of the work, Contractor shall remove all its rubbish from and about the site and all its tools, scaffolding and surplus materials and shall leave the premises "broom clean" or its equivalent, unless more exactly specified.

In the case of dispute, WOODLAND PULP LLC may remove the rubbish and charge the cost to the Contractor. All salvageable material to be delivered to nearest salvage pick-up point.

The Contractor agrees to be the generator of any hazardous waste that results from his activity and agrees and is required to comply fully with all federal, state and/or local statutes, regulations and ordinances.

SECTION 37

Signs

No signs or advertising matter permitted except one neat sign approved by Woodland Pulp LLC giving names of general Contractor and principal subcontractors, located where directed by Owner.

SECTION 38

Sanitary Facilities

Contractor and its subcontractors shall furnish adequate and clean, sanitary facilities for their employees at locations approved by WOODLAND PULP LLC.

SECTION 39**Construction Offices**

It will be the responsibility of the Contractor to supply their own construction offices. These offices may be located in designated areas only and will be removed within ten (10) days of job completion. Woodland Pulp LLC of the office will be responsible for clean up of the surrounding area.

SECTION 40**Closure of Temporary Openings**

The Contractor shall close all temporary openings left in structures for equipment installation. This work shall include concrete, masonry or any other work to complete the installation as shown on the mechanical drawings.

SECTION 41**Lubrication**

Woodland Pulp LLC shall provide all lubricants specified by the equipment suppliers. The Contractor shall carry out all lubrication work in accordance with the Engineer's or Owner's and equipment supplier's instructions.

SECTION 42**Start-Up**

The Contractor is responsible for supplying all necessary personnel and equipment to start-up and makes operational any part of this Contract.

SECTION 43**Cleaning Equipment & Protection of Conduits, Ducts & Equipment**

Piping and ductwork equipment shall be thoroughly cleaned of all foreign substances inside and out before being placed in operation.

If any part of a system should be stopped by any foreign matter after being placed in operation, the system shall be disconnected, cleaned and reconnected wherever necessary to locate and remove obstructions. Any work damaged in the course of removing

obstructions shall be repaired when the system is reconnected at no additional cost to Woodland Pulp LLC.

Exhibit "B" General Requirements**SECTION 44****Obstructions**

The Contractor is responsible for familiarizing himself with the job site. His tendering price must include any necessary relocation of existing equipment or lines.

SECTION 45**Vehicle Passes and Vehicle Lists**

In-plant use of vehicles will be limited and subject to approval. All traffic regulations and parking restrictions must be observed. Any one Contractor may have only one vehicle on site per shift, which will be allowed to leave and enter the Mill on necessary errands. This vehicle must be completely empty or have the appropriate approved pass for the items on board. If the project requires several vehicles to haul waste material from the Mill to an off-site location, this must also be noted on the Mill Entry Form and the appropriate pass(s) indicating the type of material and the estimated number of loads to be removed should be given to the Security Department.

All other vehicles deemed necessary for the project must be listed on the Mill Entry Authorization and must be left on site until no longer needed for the project. If these vehicles leave for fueling during the project, they are to be completely unloaded. The number of vehicles on any project must be kept to a minimum.

Vendors may make delivery to a contractor or the contractor's vehicles may make delivery and then leave the site.

SECTION 46

Exhibit "B" General RequirementsMill Entrance/Exit Security Guidelines

The purpose of these guidelines is to establish and communicate the expectations and procedure of how the Woodland Mill will maintain a secure workplace for both employees of WOODLAND PULP LLC it's contractors, service representatives and vendors. These guidelines have been established to improve the efficiency and time management of employees and contractors and to provide empowerment to our mill's Security Team enabling them to perform the tasks entrusted to them. It is important to note that the Security Personnel have been hired by WOODLAND PULP LLC to protect the security of all WOODLAND PULP LLC's assets, which includes employees, equipment, and property. It is the intent that these guidelines be available for all personnel entering the mill site and will be part of the documentation sent with contracts.

DEFINITIONS:

Contractor - All people not employed by WOODLAND PULP LLC. (This includes but not limited to Service Reps., Vendors, Suppliers, Sales Reps., and Construction Workers)

Project Manager - Engineer, Group Leader, Planner, or other person responsible for the Project of Service requiring outside resources.

General Guidelines:

The Contractor will provide the Materials Control Officer (Security) with an inventory list of all materials entering and leaving the mill. This inventory list will be used by the Materials Control Officer to inventory those materials upon entry and leaving the mill site. The inventory list may take one (or more) of three forms: 1. A neatly and readable list from the contractor on an 8-1/2" x 11" or 8-1/2" x 14" piece of paper or other approved form by the Materials Control Officer. 2. The standard form, which can be obtained from the Materials Control Officer, or 3. The standard tool checklist, which can be obtained from the Materials Control Officer. (See attachments). The Contractor is responsible for completion of the appropriate form before arrival at the gate for entry.

1. It will be at the discretion of the Materials Control Officer the method of inventory of contractor tools and materials. This inspection can be as detailed as line-by-line inventory and search of the vehicle.
2. Absolutely no firearms, alcohol, Styrofoam materials (cups and lunch containers), or unauthorized people are allowed on site at any time.
3. No cameras may be brought into the mill without appropriate approval.
4. Contractors are strongly encouraged to remain on-site throughout the workday. Coffee breaks, lunches, etc. should be taken within mill gates at contractor designated break sites or at the mill cafeteria during contractor hours.

Exhibit "B" General Requirements

5. Essential vehicles will only be allowed on-site and the number of vehicles allowed to travel back and forth through the gate will be limited to 1. If the Security Supervisor feels this policy is being abused he has the authority to revoke passes. (Vehicles needed on-site will remain on site throughout the duration of the project and one vehicle will be designated as "through gate vehicle" which are allowed to have gate access daily.
6. Contractors are strongly encouraged to utilize the contractor parking lot and access through contractor foot traffic gate at Gate 3. (For projects north of the main gate, contractors will be allowed to have a van service or other appropriate means to transport personnel within the mill, but this vehicle will not be a "through gate vehicle".)
7. Contractors will keep tools needed to perform work on-site and is responsible for providing gang boxes or other appropriate storage means to secure tools. Carrying tools in and out of gate 3 is to be discouraged.
8. Work done on-site will be work for WOODLAND PULP LLC, Woodland Mill. Contractors will not perform work for other companies using their on-site facilities without special permission from Security.
9. Contractors will have to obtain appropriate passes for materials removed from site. Security can direct the contractor to the appropriate WOODLAND PULP LLC personnel to provide those passes.
10. Contractors will supply Security (Gate 3) with an active list of employees to be on-site. This list must be kept current, and Security must be informed of lay-offs and the names of individuals switching employment from one contractor to another; it is the responsibility of the contractor employing the individual to notify Security, Gate 3.
11. Contractors must give Gate 3 Security advanced notice of schedules requiring people to be on-site after 5:30 p.m. (1730 HRS) and on Weekends.

SECTION 47**Cafeteria**

Contractor to observe cafeteria hours as posted at the cafeteria.

SECTION 48**Elevator**

The Recovery and Digester elevators use shall not be denied to the Contractor's employees. However, due to poor dependability of the elevator, the Contractor shall consider the elevator unavailable for use by him and his employees.

Exhibit "B" General Requirements**SECTION 49****Contractor Trailer Wiring**

The Contractor shall be responsible for all necessary internal wiring of its trailers. All wiring (of heaters, lights, etc.) shall be brought out and connected to a properly sized circuit breaker panel or fused disconnect/distribution panel. WOODLAND PULP LLC shall be responsible only for providing 110/220 VAC power to the main breaker or fuses of that panel.

SECTION 50**Maine "Sales" or "Use" Tax**

WOODLAND PULP LLC will determine the liability for Maine "Sales" or "Use" tax on materials purchased. Maine "Sales" or "Use" tax on real property will be the obligation of the Contractor. A list of taxable items is included in the technical specifications. All invoices submitted for payment will separate labor and materials.

SECTION 51**Miscellaneous Performance Guidelines**

The following are miscellaneous performance guidelines or expectations not addressed in previous sections as developed by Woodland's Business Process Improvement Team:

1. The contractor is expected to use the latest technology in performance of their tasks. Examples of the latest technology would include but not be limited to optical alignment for installation of paper machine rolls and other component alignment, laser alignment of pumps and reducers, and others as necessary.
2. Alignment tags for shaft alignments must be signed off by the project leader and/or his designate. Alignment tolerances must be approved by the project leader (or his designate) if not documented on a print.
3. The contractor will perform all work in a professional manner to WOODLAND PULP LLC Guidelines and Parts and Equipment Standards.
4. The contractor's performance will be reported by the Project Leader, and the information will be put into the Vendor Performance System, which is part of our computerized Somax System. This system will be used to track the performance of the contractor.

Exhibit "B" General Requirements

SECTION 52

Guidelines - Performance Retainer Process

WOODLAND PULP LLC Industries, Inc., Woodland Mill

The purpose of these guidelines is to communicate the expectations and general procedure to be followed for processing Performance Retainers.

In general;

Performance Retainers are held from Contract Agreements to make sure the Contractor completes the work to the expectations of the contract and WOODLAND PULP LLC (by means of a Waiver of Lien) from the possibility of having a Lien extended on a piece of equipment or property because of a contractor failing to fulfill contract responsibilities to their vendors or sub-contractors.

SECTION 53

WOODLAND PULP LLC APM-171

Contractor Safety/Health/Loss Prevention (See Appendix B)