

Before the Weyerhaeuser Annual Meeting of Shareholders

April 19, 2007

Whereas: Weyerhaeuser's Policy Statement on the issue Aboriginal Relations in Canada states that "Weyerhaeuser will work proactively with each of its businesses to build mutually beneficial relationships with Aboriginal peoples in the company's areas of operation."

Whereas: The Traditional Landuse Area of Asubpeeschoseewagong Netum Anishinabek, also known as Grassy Narrows Grassy First Nation, substantially coincides with the Whiskey Jack forest, a forest management unit managed by Abitibi Consolidated Inc. under a forest management plan approved by the Ontario Ministry of Natural Resources.

Whereas: A condition of the Whiskey Jack forest sustainable forestry license is that Abitibi supply Weyerhaeuser's TimberStrand LSL mill in Kenora with approximately 50% or 300,000 m³ of the mill's total wood supply.

Whereas: Grassy Narrows established a blockade against forestry within this area started on December 2, 2002 that is still active today and officially informed Weyerhaeuser that it must "cease and desist from logging and resource extraction on our territory" on February 7, 2006.

Whereas: Weyerhaeuser's procurement continues within this area despite an outstanding lawsuit filed by Grassy Narrows trappers claiming that proper consultation and accommodation with the community in accordance with Canadian and international law has not occurred and that Aboriginal rights are being materially infringed upon.

Whereas: The company states in its 2005 sustainability that "Weyerhaeuser supports a resolution of Grassy Narrows claims by the governments of Ontario and Canada."

Whereas: A ruling by the Supreme Court of Canada in 2004 found that companies such as Weyerhaeuser share a responsibility to honor Aboriginal rights, stating that "The fact that third parties are under no duty to consult or accommodate Aboriginal concerns does not mean that they can never be liable to Aboriginal peoples. If they act negligently in circumstances where they owe Aboriginal peoples a duty of care, or if they breach contracts with Aboriginal peoples or deal with them dishonestly, they may be held legally liable." (*Haida Nation v. British Columbia (Minister of Forests)*, [2004] 3 S.C.R. 511, para 56)

Whereas: Controversy over the company's continued procurement from the Whiskey Jack forest in light of the documented opposition of Grassy Narrows First Nation may increase the risk to the company of legal liabilities, negative brand identification and decreased market share for Timberstrand LSL.

Whereas: Large hardwood supply volumes are available elsewhere in the region due to recent mill closures.

RESOLVED: That shareholders request the Board of Directors of Weyerhaeuser to institute a comprehensive review of its obligations and options regarding wood supply from the Whiskey Jack Forest and prepare a report, omitting proprietary information, by September 2007.

Supporting Statement

We believe the report should include:

1. A feasibility assessment of suspending procurement of wood fiber from the Whiskey Jack forest until the free, prior and informed consent of the Grassy Narrows First Nation has been established.
2. A clarification of the company's Policy Statement on the issue Aboriginal Relations in Canada to as it applies to the company's wood fiber procurement activities.