BLOCKED ACCOUNTS AGREEMENT

THIS AGREEMENT dated October 27, 2005.

AMONG:

ABITIBI-CONSOLIDATED INC.,
"ACI"

- and -

ABITIBI CONSOLIDATED SALES CORPORATION,
"ACSC"

- and -

CITIBANK, N.A., LONDON BRANCH, as agent
the "Secured Party"

- and -

ROYAL BANK OF CANADA,
"RBC"

- and -

ABITIBI-CONSOLIDATED U.S. FUNDING CORP.,
"Abitibi Funding"

RECITALS

A. ACI has transferred to Abitibi Funding its interest in and to all accounts receivable originated by it, the obligors of which have billing addresses in the United States or Canada (the "**Abitibi Receivables**").

B. Abitibi Funding has entered into a Receivables Purchase Agreement dated as of October 27, 2005 (as amended, supplemented, restated or otherwise modified from time to time, the "**RPA**") among ACI, ACSC, the Investor and the Banks (as such terms are defined in the RPA) and the Secured Party whereby Abitibi Funding has assigned to the Investor and the Banks an undivided percentage interest in and to the Abitibi Receivables.

C. In connection with the foregoing RPA transaction, Abitibi Funding has granted to Secured Party, for its benefit and the ratable benefit of the Investor and the Banks, a security interest as more particularly detailed below.

D. The Investor and the Banks require that ACI, Abitibi Funding and ACSC, in its capacity as servicer for the Secured Party pursuant to the terms of the RPA (the "**Servicer**"), enter into this Agreement and each of them has agreed to do so.

FOR VALUE RECEIVED, the parties agree as follows:

SECTION 1
INTERPRETATION

1.1 Definitions

In this Agreement:

(a) *Activation Date* means the first date on which RBC shall act upon the Activation Notice, which date shall occur two (2) Business Days following RBC's receipt of the Activation Notice.

(b) *Activation Notice* means a notice from the Secured Party to RBC in the form appearing at Schedule C hereto.

(c) *Branches of Account* means the branches of RBC located at:

Main Branch
1 Place Ville Marie
Montreal, Quebec
Transit 00001

- and -

Main Branch
200 Bay Street
Main Floor
Toronto, Ontario
Transit 00002

(d) *Business Day* means any day on which both Branches of Account are open for business to the public.

(e) *Cheques* means all cheques, money orders, wire transfers, notes, drafts and other orders for payment of money or other remittances made or otherwise payable to ACI.

(f) *CPA Rules* means the rules established from time to time by the Canadian Payments Association to govern the clearing and settlement of payment items within the national clearing and settlement system.

1.2 Interpretation

In interpreting this Agreement, the headings and the division of the Sections are inserted for convenience only and are to be ignored in construing this Agreement; all references to Sections, subsections, clauses and Schedules are to Sections, subsections, clauses and Schedules to this Agreement; the words "hereto," "herein," "hereof," "hereunder," "this Agreement" and similar expressions mean this Agreement as a whole and not any particular Section, subsection or Schedule unless expressly so stated; grammatical variations of any term defined herein shall have similar meanings and words importing the singular shall include the plural and vice versa; reference herein to any agreement or other document shall be deemed to include reference to such agreement or other document as the same may from time to time be amended, supplemented, restated or otherwise modified.

SECTION 2
ACKNOWLEDGEMENT OF SECURITY

2.1 Acknowledgement of Security

Abitibi Funding and ACI each acknowledges that a first priority perfected security interest has been granted to, and has been created in favour of, Secured Party in:

(a) all Cheques; and

(b) the depository accounts in the name of ACI described in Schedule A hereto as blocked accounts (the "**Blocked Accounts**"), including all sums now on deposit in or payable to and any interest accrued or payable on the credit balances therein.

SECTION 3
COLLECTION OF RECEIVABLES

3.1 Lock Boxes

RBC and ACI shall maintain in the name of ACI each of the lock boxes described in Schedule B hereto (collectively, the "**Lock Boxes**").

3.2 Operation of Lock Boxes

(a) On and after the Activation Date, all of the rights of ACI, Abitibi Funding and ACSC, if any, pertaining to or in respect of the Lock Boxes and any cash or Cheques therein shall be under the sole dominion and control of Secured Party and, subject only to the rights of RBC in respect thereof (which rights are expressly subject to Section 5.1 hereof), neither ACI, Abitibi Funding, ACSC nor any person or other entity claiming by, through or under either of them, shall have any access to, control over the use of, or any right to withdraw or obtain any cash or Cheque from any of the Lock Boxes. Subject to applicable law, RBC shall take no action in connection with the Lock Boxes, except in accordance with its standard procedures, as expressly modified by this Agreement.

(b) RBC shall have exclusive and unrestricted access to the Lock Boxes and shall have complete and exclusive authority to receive, pick up and open all regular, registered, certified or insured mail received in the Lock Boxes including, without limitation, all Mail addressed to ACI (the "**Mail**"), until Secured Party otherwise notifies RBC on or after the Activation Date.

(c) On each Business Day that access to any Lock Box is available to RBC, RBC shall remove all Mail from such Lock Box, open such Mail and inspect the enclosures. RBC shall process all Cheques and deal with the accompanying correspondence in accordance with RBC's usual banking practices and "lock box arrangements", subject to the provisions of this Agreement and any modifications to this Agreement expressly agreed to in writing among Secured Party, RBC, ACI, ACSC, and Abitibi Funding. Except as otherwise contemplated by this Agreement, RBC shall deposit all cash and all Cheques received by it for deposit in the applicable Blocked Account, except those Cheques not acceptable for deposit in accordance with RBC's usual banking practices, in such Blocked Account pursuant to RBC's standard procedures.

SECTION 4
BLOCKED ACCOUNTS OPERATION

4.1 Blocked Account

Commencing on the Activation Date, RBC shall transfer, prior to the end of each Business Day, all amounts on deposit in the Blocked Accounts to Secured Party's account or accounts or such other account or accounts with such depositories as Secured Party may from time to time designate in writing (each, a "**Collection Account**" and, collectively, the "**Collection Accounts**"). As of the date hereof, the only Collection Accounts are the collection accounts described in Schedule A hereto. The transfers of amounts from the Blocked Accounts to the Collection Accounts shall be effected in accordance with RBC's usual banking practices on each Business Day on which amounts are on deposit in the Blocked Accounts.

4.2 Instructions

(1) Prior to the Activation Date, the Blocked Accounts shall be subject to instructions, written or otherwise, from ACI, which alone, as among ACI, Abitibi Funding, and Secured Party, shall have all authority and right to issue such instructions in connection with the Blocked Accounts and all amounts or funds credited or deposited thereto. RBC may rely and act upon all instructions from ACI prior to an Activation Date and RBC shall be entitled to act upon the instructions of any person who RBC believes, acting reasonably, is a person that ACI has identified in writing from time to time to RBC as being a person authorized by ACI to give instructions to RBC.

Secured Party is hereby advised that, prior to the Activation Date, the Blocked Accounts are subject to debits and funds transfers therefrom (including, without limitation, funds transfers to or for the benefit of Abitibi Funding and/or ACI), and other instructions, which transfers and instructions may be communicated, initiated or effected by ACI either in writing, verbally and/or by mechanical or electronic means pursuant to various account and service agreements or arrangements with RBC from time to time (collectively, the "**Account Agreements**"). ACI, Abitibi Funding, ACSC and Secured Party acknowledge and agree that, on and after the Activation Date, and notwithstanding anything to the contrary contained in any of the Account Agreements or otherwise, RBC shall no longer be required to be bound by, observe, perform or comply with, any of the Account Agreements and RBC may forthwith terminate any or all of the Account Agreements or any portions or parts thereof, all without requirement for any notice of termination or any other notice to ACI, Abitibi Funding, ACSC, or Secured Party whatsoever and each of ACI, Abitibi Funding, ACSC and Secured Party hereby irrevocably acknowledges and agrees to the foregoing and waives and releases RBC from and against any and all claims, losses, costs and damages that each of them may incur or suffer as a result thereof. For greater certainty, nothing herein, including any termination by RBC of any of the Account Agreements, is intended to or shall result in: (a) ACI being released from any liabilities or obligations of ACI to RBC arising under or in connection with any of the Account Agreements, or (b) RBC being released from any prior notice obligation arising under Section 6.6 of this Agreement in respect of any termination of this Agreement by RBC.

(2) RBC will be fully protected in acting on any and all instructions given prior to the Activation Date by ACI pursuant to or otherwise in connection with this Agreement regarding the Blocked Accounts and Lock Boxes without making any inquiry as to the right or authority of ACI to give the instructions or as to the application of any payment or transfer made pursuant thereto.

(3) On and after the Activation Date, the Blocked Accounts shall be subject to written instructions only from Secured Party which alone, as among ACI, Abitibi Funding, ACSC and Secured Party,

shall have all authority and right in connection with the Blocked Accounts, the Lock Boxes and all amounts or funds credited or deposited thereto. RBC shall be entitled to act upon the instructions of any person who RBC believes, acting reasonably, is a person that Secured Party has identified in writing from time to time to RBC as being a person authorized by Secured Party to give instructions to RBC.

(4) It is specifically agreed and acknowledged by each of the parties hereto that, other than this Agreement, RBC is not in privity with any agreements between or among any of the other parties hereto including, without limitation, the RPA (collectively, the **"Third Party Agreements"**) and, notwithstanding anything to the contrary herein or otherwise, the parties hereto acknowledge and agree that RBC shall not be deemed to have any knowledge of the terms of any Third Party Agreements or any arrangements or agreements among the parties as may be provided for therein, nor shall RBC have any duty to make any inquiry, or otherwise be obligated to act or refrain from acting (except as specifically provided for under this Agreement or in any of the Account Agreements (subject to any termination thereof as provided for herein)) in connection with the Blocked Accounts, the Lock Boxes, and any Mail, monies, Cheques, their proceeds, and all other amounts which may be on deposit in the Blocked Accounts or received in the Lock Boxes, as the case may be. RBC's responsibilities under this Agreement pertain solely to the Blocked Accounts, the Lock Boxes, and all Mail, Cheques, and other items remitted to the Lock Boxes and funds on deposit in the Blocked Accounts.

(5) Each of ACI, Abitibi Funding, ACSC and Secured Party (a) hereby waives any and all claims, suits, proceedings, actions, and demands it may have against RBC, its directors, officers and employees, and (b) hereby releases RBC, its directors, officers and employees from any and all liability for any action taken by RBC or any of its directors, officers and employees in accordance with the terms of this Agreement except to the extent arising from its or their own violation of law, intentional or gross fault.

4.3 Payment Not Realization

ACI, Abitibi Funding, ACSC and Secured Party acknowledge and agree that:

(a) the actions and proceedings contemplated by this Section 4 are instrumental to the operation of the cash management system that is required by the Secured Party, Investor and the Banks; and

(b) any action or proceeding pursuant to this Section 4 shall not be considered as a realization on, or enforcement of, security or a demand for payment by Secured Party, Investor or the Banks but rather, among other things, following the Activation Date, a standing irrevocable direction by ACI to RBC to thereafter transfer daily to the appropriate Collection Account on the direction of Secured Party all credit balances in the Blocked Accounts as contemplated by Section 4.1.

4.4 Wire Transfers

RBC shall apply and credit to the applicable Blocked Account all wire transfers directed to that Blocked Account in accordance with RBC's standard procedures.

SECTION 5
FEES, EXPENSES, CHARGEBACKS AND INDEMNITY

5.1 Waiver of RBC's Rights

Except as otherwise provided for in Sections 5.2, 5.3 and 5.4 of this Agreement, RBC waives and agrees not to assert, claim or endeavour to exercise any right of deduction, set-off, compensation, pledge banker's lien or other right to claim with respect to the Cheques, the Lock Boxes, the Blocked Accounts, or the funds therein. For greater certainty, to the extent that RBC should become a co-owner, participant or assignee in respect of, or otherwise become entitled to an interest in, any of the Abitibi Receivables pursuant to a transaction contemplated by the RPA, the waiver provided for in this Section shall not include Royal Bank of Canada in such capacity.

5.2 Fee Obligations

ACI hereby agrees that it is responsible for all normal and customary fees and expenses established by RBC from time to time for the services provided hereunder (all such amounts, the "**fees and expenses**"). Notwithstanding anything to the contrary contained herein, if any of the fees and expenses are not paid by ACI when due, RBC shall be entitled to automatically debit, by mechanical, electronic or manual means, any of the Blocked Accounts for such fees and expenses. If there are insufficient funds in the Blocked Accounts for RBC to recover the fees and expenses, RBC may automatically debit, by mechanical, electronic or manual means, any other account of ACI with RBC in an amount equal to the deficiency of funds in the Blocked Accounts.

5.3 Chargebacks

Notwithstanding Section 5.1, RBC shall be entitled to automatically debit, by mechanical, electronic or manual means, any one or more of the Blocked Accounts and at any time and from time to time solely for:

(a) the amount of any Cheque deposited in a Blocked Account after the date hereof which is subsequently returned to RBC for any reason whatsoever ("**Returned Amounts**"); and

(b) the amount of any required adjustments due to clerical errors or calculation errors directly related to any Blocked Account ("**Error Amounts**" and, together with Returned Amounts, "**Chargebacks**"),

and provided, further, that if RBC has transferred to a Collection Account the funds on deposit in a Blocked Account in respect of which RBC is entitled to a Chargeback and the funds in the Blocked Accounts are insufficient to cover the amount of the relevant Chargeback, Secured Party shall pay to RBC the amount of the Chargeback not recoverable from the Blocked Accounts, within three (3) Business Days of receipt of a statement signed by RBC confirming the details of such Chargeback and RBC's entitlement to it under this Section 5.3 in form satisfactory to Secured Party; provided, however, Secured Party shall only be required to make any such payment if RBC has made such request for payment in the case of (i) a Returned Amount, within ninety-five (95) days after the date the value represented by the Returned Amount was transferred to a Collection Account or otherwise paid to or to the order of Secured Party, and (ii) an Error Amount, within eighty-five (85) days after the error forming the basis of the Error Amount was made.

5.4 Indemnity

(a) Subject to the provisions of Subsection 5.4(b) below, ACI, Abitibi Funding and the Secured Party hereby solidarily agree to pay, indemnify and hold harmless RBC and its directors, officers, and employees from and against any and all losses, liabilities, costs, claims and expenses incurred by any of them (collectively, the "**Indemnity Amounts**") in connection with RBC performing or complying with any instructions permitted or contemplated hereunder with respect to either or both of the Lock Boxes and Blocked Accounts, and with respect to the performance of this Agreement by RBC or any of its directors, officers, or employees, unless such loss, liability, cost, claim or expense arose from its or their own violation of law, intentional or gross fault. RBC agrees to notify each of ACI, Abitibi Funding and Secured Party in writing (i) of any Indemnity Amounts as soon as reasonably practicable, and (ii) if any Lock Box or Blocked Account has become subject to a writ, judgment, warrant of attachment, execution or similar process, promptly following RBC receiving notice of the same; provided, however, that any failure on the part of RBC to so notify ACI, Abitibi Funding or Secured Party shall in no way reduce, release or otherwise affect the indemnity obligations of any of them provided for herein.

(b) In connection with the indemnity provided for in Subsection 5.4(a) above, RBC hereby agrees that (i) the indemnity obligation of the Secured Party provided for in Subsection 5.4(a) shall not apply to any Indemnity Amounts resulting from the performance or compliance by RBC with any instructions permitted or contemplated hereunder, to the extent that such instructions were given prior to the Activation Date, or resulting from the performance of this Agreement by RBC or any of its directors, officers, or employees, to the extent that such performance or such part thereof occurred prior to the Activation Date, and (ii) before making demand upon the Secured Party in respect of such indemnity obligation, it shall first make demand upon ACI and Abitibi Funding for payment of the Indemnity Amounts. RBC and the Secured Party agree that, subject to the provisions of Section 5.4, to the extent that any Indemnity Amounts have not been received by RBC from ACI and Abitibi Funding following demand therefor, Secured Party shall pay the same to RBC within three (3) Business Days following written demand being made upon the Secured Party therefor.

5.5 Court Orders

In the event that RBC is served with a court order issued by a court of competent jurisdiction which directs RBC to place a hold on funds in the Blocked Accounts or any of them, or which otherwise extends to or deals with such funds or the Blocked Accounts, notwithstanding anything to the contrary contained herein, RBC is hereby authorized to act in accordance with such court order. RBC shall, no later than two (2) Business Days following any request by ACI or the Secured Party, provide to the Secured Party or ACI, as the case may be, a copy of any such order, if it is legally permissible to do so.

SECTION 6
GENERAL PROVISIONS

6.1 Power of Attorney

ACI constitutes and irrevocably appoints Secured Party its mandatary and true and lawful attorney, with full power of substitution, without limitation, to, on and after the Activation Date, demand, collect, receive and sue for all amounts which may become due or payable in respect of any Lock Box or any Blocked Account and to execute all withdrawal receipts or other orders for ACI, in its own name or in ACI's name or otherwise, which Secured Party deems necessary or appropriate to protect and preserve its right, title and interest in each Lock Box or any Blocked Account and, otherwise, to carry out the provisions and purposes of this Agreement.

6.2 Limitation of RBC's Liability

RBC undertakes to perform only such duties as are expressly set forth in this Agreement and to deal with the Blocked Accounts with the degree of skill and care that RBC accords to all accounts and funds maintained and held by it on behalf of its customers. Notwithstanding any other provision of this Agreement to the contrary, it is agreed by the parties hereto that:

(a) RBC shall not be liable for any action taken by it or any of its directors, officers or employees in accordance with this Agreement except for its or their own violation of law, intentional or gross fault;

(b) in no event shall RBC be liable for losses or delays resulting from computer malfunctions or interruption of communication facilities which are beyond RBC's control or from other causes which are beyond RBC's control or from force majeure or for indirect, special or consequential damages; and

(c) with respect to any instructions given or requests made by any of ACI, Abitibi Funding, ACSC or Secured Party in connection with this Agreement, in no event shall RBC be liable for any failure to comply with or satisfy the same if: (a) such failure resulted from circumstances or causes beyond RBC's control or from force majeure, (b) compliance with or satisfaction of the same would have resulted in or involved RBC contravening or failing to comply with any standard or customary banking practise in the industry or any of RBC's usual banking practises, or any law, regulation, order, rule (including, without limitation, any of the CPA Rules), or other matter or thing whatsoever having the force of law. Without limiting the generality of the foregoing, each of ACI, ACSC and Secured Party acknowledge and agree that, notwithstanding any instructions or requests that may be given or made by either of them to such effect, RBC may be unable to reverse, unwind, retract, abandon or otherwise cancel any instructions or actions or processes undertaken in respect of instructions given to RBC in accordance with this Agreement, once such instructions have been given to RBC and, in such circumstances, RBC shall have no liability to either of them for any such inability or failure.

6.3 Collection of Accounts

Notwithstanding anything in this Agreement to the contrary, neither Secured Party nor RBC shall have any obligation or liability under any Abitibi Receivable (or any agreement giving rise thereto) by reason of or arising out of any of this Agreement or any other agreement or the receipt by Secured Party or RBC of any payment relating to such Abitibi Receivable nor shall Secured Party or RBC be obligated in any manner to perform any of the obligations of ACI, Abitibi Funding, ACSC or any other person or party under or pursuant to any Abitibi Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Abitibi Receivable (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been hypothecated to it, or in which a security interest may have been created in its favour, or to which it may be entitled at any time or times.

6.4 Records

RBC shall maintain a record of all money, Cheques and other remittance items deposited in and transfers to the Blocked Accounts in accordance with RBC's standard procedures.

6.5 Provision of Information

Upon the request of Secured Party or ACI, from time to time, RBC shall provide to ACI and/or Secured Party, at ACI's expense, such information compiled by RBC in accordance with the activity, on a daily, weekly or monthly basis, in each Blocked Account, as may be reasonably requested by Secured Party or ACI in writing. ACI and Abitibi Funding hereby authorize RBC to release all information as contemplated herein and waives any right to confidentiality in respect of any information so released by RBC.

6.6 Termination.

Subject to the other provisions of this Section 6.6, this Agreement shall remain in full force and effect and be binding in accordance with and to the extent of its terms. Secured Party may terminate this Agreement at any time upon fifteen (15) days' prior written notice to RBC and ACI. RBC may terminate this Agreement only upon thirty (30) days' prior written notice to Secured Party and ACI. For a period of ninety (90) days after termination RBC shall deliver to Secured Party any Mail and Cheques received by it and after such time shall process the same according to RBC's usual practices without liability to or on the part of RBC.

Sections 5.3 and 5.4 shall survive termination of this Agreement.

6.7 Notices

Except as otherwise provided herein, any notice, demand, request, consent, approval, declaration or other communication (collectively, "**Communication**") to be served, given or delivered by one party to the other in connection with or under this Agreement shall be in writing and shall be deemed to have been validly served, given or delivered: (a) upon transmission, when transmission occurs at or before 4:00 p.m. (Montreal time) on any Business Day, or, if transmission occurs after such time on such Business Day, on the Business Day immediately following such Business Day, when sent by telecopy or other similar facsimile transmission as otherwise provided in this Section 6.7, (b) one Business Day after deposit with a reputable overnight courier with all charges prepaid, or (c) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address or facsimile number indicated below or to such other address (or facsimile number) as may be substituted by notice given as herein provided:

(a) Communications with ACI shall be addressed as follows:

Abitibi-Consolidated Inc.
1155 Metcalfe Street
Montreal, QC
Attention: Treasury Dept.
Fax No.: 514-394-2267

(b) Communications with RBC shall be addressed as follows:

Royal Bank of Canada
1 Place Ville Marie
8th Floor, West Wing
Montreal, Quebec
H3C 3A9
Attention: Abitibi-Consolidated Inc. Relationship Manager

Telephone No.: (514) 874-5316
Fax No.: (514) 874-5315

with a copy to:

Royal Bank of Canada
1 Place Ville Marie
8th Floor, West Wing
Montreal, Quebec
H3C 3A9

Attention: Senior Manager, Risk Assessment & Strategic Initiatives
Telephone No.: (514) 874-2826
Fax No.: (514) 874-5315

with a copy to:

Royal Bank of Canada
Global Banking Service Centre - Montreal
1 Place Ville Marie - Promenade Level
Montreal, Quebec
H3C 3A9
Attention: Manager
Telephone No.: (514) 874-4550
Fax No.: (514) 874-5915

(c) Communications with Secured Party shall be addressed as follows:

Citibank, N.A., London Branch
Citigroup Centre
33 Canada Square, 5th Floor
Canary Wharf
London, England
E14 5LB
Attention: Nigel Kilvington
Fax No.: +44-207-986-4705

(d) Communications with Abitibi Funding shall be addressed as follows:

Abitibi-Consolidated U.S. Funding Corp.
4 Gannett Drive, ACUSFC Room
White Plains, NY 10604-3400
Attention: Breen Blaine
Fax No.: 914-640-8920

(e) Communications with ACSC shall be addressed as follows:

Abitibi Consolidated Sales Corporation
4 Gannett Drive
White Plains, NY 10604-3400
Attention: Montreal Legal Department
Fax No.: 514-394-3644

6.8 Governing Law

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Quebec and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Quebec in respect of all matters pertaining to this Agreement.

6.9 Amendments

This Agreement may only be amended or modified by written instrument signed by the parties hereto.

6.10 Severability

Any provision of this Agreement that is or becomes unenforceable shall be unenforceable to the extent of such unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each of the parties hereto hereby waives any provision of law that renders any provision hereof unenforceable in any respect.

6.11 Authorization

For the purposes of this Agreement: (i) any attorney, officer, employee or agent of Secured Party shall be authorized to act, and to give instructions and notice, on behalf of Secured Party hereunder, (ii) any attorney, officer, employee or agent of ACI shall be authorized to act, and to give instructions and notice, on behalf of ACI hereunder, and (iii) any attorney, officer, manager or agent of RBC shall be authorized to act and give instructions and notice on behalf of RBC hereunder.

6.12 Remedies Cumulative

The rights enumerated in this Agreement are in addition to and not in substitution for any other rights of Secured Party pursuant to any security held by Secured Party and nothing in this Agreement is to be interpreted as restricting the rights of Secured Party pursuant to any security held by Secured Party.

6.13 Further Assurances

The parties hereto shall at all times do, execute, acknowledge and deliver such acts, deeds and agreements as may be reasonably necessary or desirable to give effect to the terms of this Agreement.

6.14 No Fiduciary Obligations

Nothing in this Agreement shall constitute any party to this Agreement a fiduciary in relation to any other party to this Agreement.

6.15 Successors and Assigns

This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns; provided that this Agreement may not be assigned by any of the parties hereto without the prior written consent of all the other parties hereto. Notwithstanding the foregoing: (a) RBC may, without the approval of any of the parties hereto, assign its rights and obligations under this Agreement to an affiliate of RBC or any entity which acquires all or substantially all of assets of RBC or to any subsidiary or affiliate or successor in a merger, amalgamation or acquisition of RBC, and (b) Secured Party may, with the approval of RBC (which approval shall not be unreasonably withheld) and without the requirement for the approval of any other party hereto, assign its rights and obligations under this Agreement to any person or entity including, without limitation, an affiliate of Secured Party or any entity which acquires all or substantially all of assets of Secured Party or to any subsidiary or affiliate or successor in a merger, amalgamation or acquisition of Secured Party.

6.16 Counterparts

This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6.17 Execution by ACI

This Agreement shall be considered to be executed and delivered by ACI at White Plains, New York.

6.18 Language

The parties hereto have expressly requested that this agreement and all documents relating thereto be drawn up in the English language. *Les parties aux présentes ont expressément demandé que ce contrat et tous les documents qui s'y rapportent soient rédigés en langue anglaise.*

[SIGNATURE PAGES TO FOLLOW]

The parties have executed this Agreement as of the date first noted above.

ABITIBI-CONSOLIDATED INC.

By: __________________________________
Name: Colin Keeler
Title:

By: __________________________________
Name: ALLEN DEA
Title:

CITIBANK, N.A., LONDON BRANCH

By: __________________________________
Name:
Title:

ROYAL BANK OF CANADA

By: __________________________________
Name: Louise Bougard
Title: Senior Relationship Manager

ABITIBI-CONSOLIDATED U.S. FUNDING CORP.

By: __________________________________
Name: Colin Keeler
Title:

By: __________________________________
Name: BARRY WARREN
Title:

The parties have executed this Agreement as of the date first noted above.

ABITIBI-CONSOLIDATED INC.

By: ______________________

Name: Colin Keeler
Title:

By: ______________________

Name: ALLEN DEA
Title:

CITIBANK, N.A., LONDON BRANCH

By: ______________________

Name:
Title:

ROYAL BANK OF CANADA

By: ______________________

Name: Louise Bougard
Title: Senior Relationship Manager

ABITIBI-CONSOLIDATED U.S. FUNDING CORP.

By: ______________________

Name: Colin Keeler
Title:

By: ______________________

Name: BARRY WARREN
Title:

The parties have executed this Agreement as of the date first noted above.

ABITIBI-CONSOLIDATED INC.

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

CITIBANK, N.A., LONDON BRANCH

By: ______________________________
Name: DREW RIETHMULLER
Title: VICE PRESIDENT + DIRECTOR

ROYAL BANK OF CANADA

By: ______________________________
Name: Louise Bougard
Title: Senior Relationship Manager

ABITIBI-CONSOLIDATED U.S. FUNDING CORP.

By: ______________________________
Name:
Title:

By: ______________________________
Name:
Title:

The parties have executed this Agreement as of the date first noted above.

ABITIBI-CONSOLIDATED INC.

By: ______________________________

Name:
Title:

By: ______________________________

Name:
Title:

CITIBANK, N.A., LONDON BRANCH

By: ______________________________

Name:
Title:

ROYAL BANK OF CANADA

By: Louise Bougard

Name: Louise Bougard
Title: Senior Relationship Manager

ABITIBI-CONSOLIDATED U.S. FUNDING CORP.

By: ______________________________

Name:
Title:

By: ______________________________

Name:
Title:

ABITIBI CONSOLIDATED SALES CORPORATION

By: Col. J. Keele

Name: COLIN KEELER
Title:

By:

Name: LUC RANGER
Title: