Execution Version

SECOND AMENDED AND RESTATED FOUR PARTY AGREEMENT FOR SOLD ACCOUNTS (GENERAL)

THIS AGREEMENT is made as of the 31st day of January, 2008, among Export Development Canada ("EDC") and Compagnie Française d'Assurance pour le Commerce Extérieur – Canada Branch ("COFACE", and together with EDC, each an "Insurer", and collectively, the "Insurers"), Abitibi-Consolidated Inc. (the "Insured"), Abitibi-Consolidated U.S. Funding Corp. (the "Seller") and Citibank, N.A., London Branch (as agent for Eureka Securitisation, plc and Citibank, N.A.) (the "Financial Institution").

WHEREAS the Insurers have issued Policy No. CG 1 22818, with an effective date of September 1, 2006, to the Insured (as such policy may be renewed from time to time and together with any Schedules and Endorsements thereto, the "Policy"), a copy of which has been provided to the Financial Institution by the Insured, which Policy replaced the terminated Policy No. GG 1 22818 (the "Prior Policy") issued to the Insured by EDC and St. Paul Guarantee Insurance Company ("St. Paul" and, together with EDC, the "Prior Insurers");

AND WHEREAS in connection with certain transactions involving the transfer by the Insured and its affiliate, Abitibi Consolidated Sales Corporation ("ACSC") to the Seller of certain account receivables that are or will be insured under the Policy and with respect to which the applicable buyers are located in the United States, Canada or other countries outside of the United Kingdom, Belgium, Ireland and Germany (such transferred account receivables, the "Sold Account(s)"), the Insured wishes to assign to the Seller the Insured's rights under the Policy with respect to the Sold Account(s);

AND WHEREAS the Seller has assigned and shall continue to assign to the Financial Institution undivided percentage interests in the Sold Account(s) and, in connection with such assignments, the Seller wishes to assign to the Financial Institution the Seller's rights under the Policy with respect to the Sold Account(s);

AND WHEREAS, the Insurers, the Insured, the Seller and the Financial Institution are each party to that certain Amended and Restated Four Party Agreement for Sold Accounts (General) relating to the Prior Policy and dated as of November 24, 2006 (the "Existing Agreement");

AND WHEREAS, the parties hereto wish to amend and restate the Existing Agreement in its entirety;

NOW THEREFORE, in consideration of the covenants and agreements contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree that the Existing Agreement is amended and restated in its entirety as follows and hereby covenant and agree as set out below:

1. Capitalized terms not defined in this Agreement shall have the meanings ascribed to them in the Policy.

2. The Insured may assign to the Seller the Insured's rights under the Policy with respect to the Sold Account(s). The Seller may assign to the Financial Institution the Seller's rights under the Policy with respect to the Sold Account(s). With respect to Sold Account(s) and the Policy:

    (a) the Insurers may communicate directly with the Financial Institution and may forward to the Financial Institution copies of all documentation with respect to the Policy which relates to such Sold Account(s);

    (b) any amounts payable by the Insurers under the Policy pursuant to a claim for Loss with respect to any such Sold Account(s) will be paid to an account in Canada as directed by the Financial Institution;

    (c) if an Insurer sends a notice of termination of the Policy to the Insured under Section 37 of the Policy, the applicable Insurer shall simultaneously send a copy of such notice to the Financial Institution (and if the Policy is being terminated as a result of a default by the Insured under the Policy, the Financial Institution shall have the right (but not the obligation), upon notice to the Insurers, to cure such default within the time period set forth in the Policy);

    (d) if an Insurer sends a notice that any premium owing under the Policy is past due, the applicable Insurer shall simultaneously send a copy of such notice to the Financial Institution (and the Financial Institution shall have the right (but not the obligation), upon notice to the Insurers, to make such payment within the time period set forth in the Policy or in such notice);

    (e) if the Insurers send a notice to the Insured pursuant to Section 4 of the Policy regarding any change in the provisions of the Policy (including, without limitation, any change in the provisions of the Coverage Certificate, changes to the Country Schedule and the cancellation or change in any Credit Limit or Credit Approval), the Insurers shall simultaneously send a copy of such notice to the Financial Institution;

    (f) in the event the Insured does not file a claim application with respect to any Sold Account(s), or if the Financial Institution suspects that the Insured may not file a claim application within the time period for filing claim applications set forth in the Policy, the Financial Institution may (but shall not be required to) file such claim application under the Policy provided that such claim application is filed in accordance with the terms and conditions of the Policy; and

(g) the parties hereto confirm and agree that references to a buyer's "location" in the Policy shall mean and be a reference to such buyer's billing address as indicated in the invoice or purchase order relating to the particular transaction.

3. Notwithstanding the Insurers' approval of the assignment of the Insured's and the Seller's rights under the Policy with respect to any Sold Account(s), and as a condition of the Insurers paying any claim for Loss to the Financial Institution:

(a) the Insured, its representative, the Seller or the Financial Institution on behalf of the Insured must continue to perform and carry out all the obligations and duties of the Insured pursuant to the Policy relating to the Sold Account(s);

(b) the Insurers must receive evidence satisfactory to the Insurers that the Financial Institution has purchased an interest in, or has been granted a security interest in, the Sold Account(s) in respect of which the claim has been submitted; and

(c) the Financial Institution and the Seller (to the extent of their respective interests) shall, at the Insurers' request, transfer and assign such Sold Account(s), or any security in respect thereof, to the appropriate Insurer, up to the amount of the claim which such Insurer has agreed to pay.

4. (a) The Insurers do not warrant the performance of the Insured under the contracts of sale or under the Policy and it is therefore the Seller's and the Financial Institution's responsibility to ensure that the Insured will carry out its obligations under its contract of sale and under the Policy.

(b) The Insurers' only obligations to the Insured, the Seller and the Financial Institution under the Policy are as set out in the Policy and this Agreement.

(c) The Insurers' respective maximum liability, as set out in the Policy and at Credit Limits applicable to individual buyers shall continue to apply to Sold Account(s).

(d) Neither the Seller nor the Financial Institution shall be in a better position with respect to coverage under the Policy than the Insured would have been if the applicable account receivable had not been sold to the Seller and an undivided interest therein assigned to the Financial Institution.

(e) As a condition to payment of a claim with respect to any Sold Account(s), either the Financial Institution or the Seller must provide the Insurers with all the documentation and information with respect to such claim that the Insurers normally require from the Insured when submitting a claim to the Insurers, if the Insured fails to do so.

5. None of the assignment of the Insured's rights under the Policy to the Seller, the assignment of the Seller's rights under the Policy to the Financial Institution or anything in this Agreement shall limit the Insurers' rights as Insurers.

6. This Agreement may be executed by the parties hereto in counterparts and all such counterparts shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Notices and communications given or made hereunder shall be in writing and shall be delivered in the manner, and shall be effective at the times, described in Section 35 of the Policy. Notices and communications for the parties shall be addressed as follows:

If to the Insured:

ABITIBI-CONSOLIDATED INC.
800-1155 METCALFE STREET
MONTREAL PQ H3B 542
CANADA
Attention: Ms. Madeleine Fequiere
Facsimile: (514) 394-2267
Telephone: (514) 394-3638
email address: Madeleine.Fequiere@abitibibowater.com

If to the Seller:

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

If to the Financial Institution:

Citibank, N.A., London Branch
Citigroup Centre
33 Canada Square, 5th Floor
Canary Wharf
London E14 5LB
England

Attention: Nigel Kilvington
Facsimile: 44-207-986-4705
Email address: nigel.kilvington@citigroup.com

with a copy to:

450 Mamaroneck Avenue
Harrison, N.Y. 10528
Attention: Global Securitization
Facsimile: (914) 899 7890

If to the Insurers:

EXPORT DEVELOPMENT CANADA
151 O'CONNOR STREET
OTTAWA ON K1A 1K3
CANADA
Attention: Ms. Marlène Bouchard
Facsimile: (613) 597-8830
Telephone: 1-(888) 332-4089
Email address: mbouchard@edc.ca

8. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Agreement is not assignable except with the prior written consent of the Insurers.

9. This Agreement and all related documents have been written in the English language at the express request of the parties. Le présent contrat ainsi que tous les documents s'y rattachant ont été rédigés en anglais à la demande expresse des parties.

10. This Agreement shall be governed by, and construed in accordance with, the law of the Province of Québec.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written:

EXPORT DEVELOPMENT CANADA,
for the Insurers

By:______________________________
Title: Underwriter
Name: Martine Bouchard

By:______________________________
Title: Underwriter
Name: Ghyslain L'Heureux

ABITIBI-CONSOLIDATED INC.

By:______________________________
Title:
Name:

By:______________________________
Title:
Name:

ABITIBI-CONSOLIDATED U.S. FUNDING CORP.

By:______________________________
Title:
Name:

By:______________________________
Title:
Name:

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ABITIBI-CONSOLIDATED INC.

By:____________________________
Title:
Name:

By:____________________________
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By:______________________________
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Name:

By:______________________________
Title:
Name:

ABITIBI-CONSOLIDATED INC.

By:______________________________
Title:
Name:

By:______________________________
Title:
Name:

ABITIBI-CONSOLIDATED U.S. FUNDING CORP.

By: [signature]
Title: PRESIDENT
Name: BRYAN H. BLAINE

By: [signature]
Title: VICE PRESIDENT
Name: COLIN KEELER

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CITIBANK, N.A., LONDON BRANCH, as Agent
for Eureka Securitisation, plc and Citibank, N.A.

By:______________________________

Title: Nigel Kilvington

Name: Vice President