

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-11-036133-094

S U P E R I O R C O U R T
(COMMERCIAL DIVISION)

Sitting as the "court" as defined in and
under the *Companies' Creditors
Arrangement Act*, Canada

IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

-and-

ABITIBI-CONSOLIDATED INC.

-and-

BOWATER CANADIAN HOLDINGS INC.

-and-

The other "PETITIONERS" listed on Schedules
"A", "B" and "C" of the "Amended Initial Order"
issued by the Court herein on April 22, 2009

Respondents

-VS-

THE McBURNEY CORPORATION, a
corporation subsisting under the laws of the
State of Georgia, USA, having a place of
business at 1650 International Court, Suite
100, in the City of Norcross, State of Georgia,
USA, zip code 30093;

-and-

McBURNEY POWER LIMITED, a corporation
subsisting under the provisions of the *Canada
Business Corporations Act*, having its
registered office at 200 Burrard, Suite 900, in
the City of Vancouver, Province of British
Columbia, Canada, postal code V7X 1T2;

-and-

MBB POWER SERVICES INC., a corporation subsisting under the provisions of the *Canada Business Corporations Act*, having a place of business at 2 Keefer Road, in the City of St. Catharines, Province of Ontario, postal code L2M 7N9;

Petitioners

-and-

ERNST & YOUNG INC., in its capacity as Monitor as appointed pursuant to the Initial Order;

Mise-en-Cause

**MOTION TO VARY, RESCIND AND/OR SEEK OTHER RELIEF
IN RESPECT OF AMENDED INITIAL ORDER**

IN SUPPORT OF THE PRESENT MOTION, PETITIONERS DECLARE THAT:

I. Identification of Parties

1. As appears from Respondents' allegations in their motion seeking the Initial Order herein, Respondents are a group of related corporations and partnerships carrying on business as a world leader in the pulp and paper industry, owing and operating (through some or all of the Respondents) numerous pulp and paper mills;
2. Respondent Abitibi-Consolidated Inc. was at all relevant times and remains the owner and it, together with Abitibi Bowater Canada Inc. and Abitibi-Consolidated Company of Canada (all collectively "**Abitibi**") were at all relevant times and remain the operators of a pulp and paper mill situated in Fort Frances, Province of Ontario (the "**Fort Frances Mill**");
3. Petitioners, The McBurney Corporation ("**McBurney Corporation**") and McBurney Power Limited ("**McBurney Power**" and, together with McBurney Corporation, collectively "**McBurney**") are corporations which are engaged in the business of supplying materials for and assembling and installing wood boilers;
4. Petitioner MBB Power Services Inc ("**MBB**") is a corporation engaged in the business of supplying labour for the assembly and installation of wood boilers;

II. CCAA Proceedings

5. Pursuant to Sections 4, 5, 11 and 18.6 of the *Companies' Creditors Arrangement Act*, Canada ("**CCAA**"), this Court issued an "Initial Order" on April 17, 2009 which was amended by an "Amended Initial Order" issued by this Court on April 22, 2009 (collectively the "**Initial Order**") in respect of all of the Respondents, all as appears of record herein;

6. The Initial Order creates and/or provides for the creation of various hypothecs, mortgages, liens and security interests (collectively the "**Abitibi CCAA Charges**") over all of Abitibi's present and future movable and immovable, personal and real, property as described in the Initial Order (the "**Abitibi Property**") consisting of:

6.1 the "Abitibi D&O Charge" as defined in and created by the Initial Order;

6.2 the "ACI Inter-Company Advances Charge" as defined in and created by the Initial Order;

6.3 the "Abitibi Administration Charge" as defined in and created by the Initial Order; and,

6.4 any charge securing a then eventual DIP financing to be extended to the "Abitibi Petitioners" (as defined in the Initial Order) which may be authorized by further order of this Court (the "**Abitibi DIP Charges**"),

all as appears of record herein;

III. Petitioners' Statutory Liens

7. McBurney and Abitibi contracted for McBurney to provide, assemble and install a massive wood boiler (being over 10 stories in height) at, upon and in order to benefit the Fort Frances Mill (the "**Boiler**");

8. Such Boiler, once operational, would generate high pressure steam fueled by scrap wood, providing cheap, renewable, "green" energy for the Fort Frances Mill and eliminating the Fort Frances Mill's use of more expensive, non-renewable natural gas;

9. By December 2008/January 2009, the Boiler had been supplied, assembled and installed and was substantially complete and began operations;

10. The supply, assembly and installation of the Boiler were governed by:

10.1 an agreement entered into between McBurney Corporation and Abitibi on or about April 5, 2007 (the "**McBurney Corporation Agreement**"), whereby the parties contracted that McBurney Corporation supply the Boiler parts and materials; and,

10.2 an agreement entered into between McBurney Power and Abitibi on or about June 12, 2007 (the "**McBurney Power Agreement**"), whereby the parties contracted that McBurney Power supply labour for the assembly and installation of the Boiler;

11. As a result of significant toxic emissions (known in the industry as "plume") from various chimneys of the Fort Frances Mill, it became necessary for McBurney Power (and/or its sub-contractor(s)) to spend many more labour hours and incur many more material delivery delays in assembling and installing the Boiler. As a result, various "change orders" to the McBurney Power Agreement were issued and ultimately substantially agreed to by Abitibi (the "**McBurney Power Change Orders**");

12. McBurney Power in turn entered into one or more contracts with Petitioner MBB whereby Petitioner MBB agreed to supply a substantial amount of the labour necessary in order for McBurney Power to assemble and install the Boiler at the Fort Frances Mill;

13. Abitibi is indebted to McBurney for the following amounts (collectively the "**McBurney Claims**"), namely:

13.1 US\$1,408,082.46, owing by Abitibi to McBurney Corporation under the McBurney Corporation Agreement; and,

13.2 CDN\$9,872,008.77, owing by Abitibi to McBurney Power under the McBurney Power Agreement and the McBurney Power Change Orders,

all of which Abitibi had defaulted to pay to McBurney Corporation and McBurney Power in accordance with the stipulated terms for payment thereof;

14. Due to Abitibi's non-payment of the labour costs owing to McBurney Power in the amount of CDN\$9,872,008.77, McBurney Power has been unable to pay its sub-contractor, Petitioner MBB, the amount of CDN\$7,050,903.80 (the "**MBB Claim**"). The MBB Claim is included in the portion of the McBurney Claims owed to McBurney Power;

15. As a result of all of the foregoing, the following statutory liens (the "**Statutory Liens**") have been registered and perfected by Petitioners against the Fort Frances Mill in accordance with the laws of the Province of Ontario, in general, and the provisions of the *Construction Lien Act*, Ontario, in particular, in order to secure and obtain payment of the McBurney Claims and the MBB Claim, namely:

15.1 a construction lien registered and perfected by McBurney Corporation on March 19, 2009 in the amount of US\$1,408,082.46 in the appropriate Ontario Land Register under number RD-13000, a copy of which is produced herewith as **Exhibit P-1**;

15.2 a construction lien registered and perfected by McBurney Power on March 19, 2009 in the amount of CDN\$9,872,008.77 in the appropriate Ontario Land Register under number RD-13001, a copy of which is produced herewith as **Exhibit P-2**; and,

15.3 a construction lien registered and perfected by MBB on January 13, 2009 in the amount of CDN\$7,050,903.80 in the appropriate Ontario Land Register under number RD-12650, a copy of which is produced herewith as **Exhibit P-3**. The construction lien in favour of MBB effectively claims a portion of monies which are also claimed under the construction lien of McBurney Power;

16. In addition to the foregoing registration and perfection of the Statutory Liens, Petitioners, prior to the stay of proceedings ordered by the Initial Order, commenced the appropriate legal proceedings against Abitibi before the appropriate courts in the Province of Ontario in order to further perfect and preserve the Statutory Liens, namely:

16.1 a statement of claim dated March 20, 2009 commenced by McBurney Corporation against Abitibi claiming US\$1,408,082.46 and enforcement of McBurney Corporation's lien, a copy of which is produced as **Exhibit P-4**;

16.2 a statement of claim dated March 20, 2009 commenced by McBurney Power against Abitibi claiming CDN\$9,872,008.77 and enforcement of McBurney Power's lien, a copy of which is produced as **Exhibit P-5**; and,

16.3 a statement of claim dated February 23, 2009 commenced by MBB against Abitibi claiming CDN\$7,050,903.80 and enforcement of MBB's lien, a copy of which is produced as **Exhibit P-6**;

17. In accordance with the laws of Ontario, in general, and the provisions of the *Construction Lien Act*, Ontario, in particular, the Statutory Liens have been and remain properly and fully created, perfected and preserved and constitute valid and enforceable liens against the Fort Frances Mill;

18. A copy of the *Construction Lien Act*, Ontario is available on the web at http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_90c30_e.htm and is produced as such as **Exhibit P-7**. Such legislation:

18.1 creates a statutory construction lien against real property in the Province of Ontario in order to secure payment of monies owing to persons who provided materials and/or labour for any construction on or benefitting such real property;

18.2 sets forth the technical requirements for the registration, perfection and preservation of such statutory construction liens; and,

18.3 provides that such statutory construction liens rank ahead of and prior to all mortgages, liens or other charges created at any time after the creation of such statutory constructions liens against such real property;

19. Based on the provisions of the *Construction Lien Act*, Ontario:

19.1 the Statutory Liens have been validly created in favour of Petitioners against the Fort Frances Mill; and,

19.2 such Statutory Liens rank ahead of and prior to all subsequently created mortgages, liens and other charges against the Fort Frances Mill;

20. Accordingly, the Abitibi CCAA Charges, which were created *after* the Statutory Liens, do not and cannot, pursuant to the provisions of the *Construction Lien Act*, Ontario, rank ahead of the Statutory Liens;

IV. No Jurisdiction to Create Charges Priming the Statutory Liens

21. With all due respect for this Court, this Court lacks the jurisdiction and authority (whether statutory or inherent) to order the creation of any hypothec, mortgage, lien or security interest against the Fort Frances Mill ranking ahead of the Statutory Liens for the following reasons:

21.1 the provisions of the *Construction Lien Act*, Ontario are clear and unambiguous. Such provisions create construction liens against real property in the Province of Ontario and provide for their ranking as against competing charges, in general, and subsequent charges, in particular;

21.2 the clear and unambiguous provisions of the *Construction Lien Act*, Ontario have created the Statutory Liens against the Fort Frances Mill and provide that such Statutory Liens rank ahead of all subsequent charges (which would include the Abitibi CCAA Charges created by the Initial Order);

21.3 the “inherent jurisdiction” exercisable by this Court under the CCAA is meant to fill in gaps left by legislation and *not* to override clear and unambiguous legislation. There are no gaps in the *Construction Lien Act*, Ontario and its clear and unambiguous provisions cannot be overwritten by this Court in the exercise of inherent jurisdiction;

21.4 even if this Court’s jurisdiction under the CCAA arises from a tormented interpretation of the provisions of the CCAA (which it does not), there are no clear provisions of the CCAA which would allow this Court to override clear and unambiguous legislation such as the provisions of the *Construction Lien Act*, Ontario; and,

21.5 the doctrine of “paramountcy” is inapplicable to the present situation since:

(a) the CCAA contains absolutely no provision allowing this Court, under the auspices of the CCAA, to override valid and unambiguous provincial legislation such as the provisions of the *Construction Lien Act*, Ontario; and,

(b) there is no clear operational conflict between the express provisions of the CCAA and the *Construction Lien Act*, Ontario which would render compliance with one statute in defiance with the other statute;

22. Accordingly, this Court lacked the jurisdiction and authority to have ordered in the Initial Order that the "Abitibi D&O Charge", the "ACI Inter-Company Advances Charge" and the "Abitibi Administration Charge" (each as defined in the Initial Order) rank prior to the Statutory Liens;

23. At 10h00 p.m. on April 27, 2009, Respondents served a "Motion for Approval of a DIP Financing in Respect of the Abitibi Petitioners" (the "**Abitibi DIP Motion**"), seeking to further amend the Initial Order in order to now create the Abitibi DIP Charges in an amount of \$200,000,000.00 against all of the Abitibi Property ranking ahead of, *inter alia*, the Statutory Liens;

24. For the same reasons set forth in paragraph 21 hereof, this Court lacks the jurisdiction and authority to now order that such Abitibi DIP Charges now sought by Respondents in their Abitibi DIP Motion, rank ahead of the Statutory Liens;

V. Subsidiarily, Priming the Statutory Liens is Unfair and Unjust

25. Subsidiarily and without prejudice to Petitioners' assertion that this Court lacks the jurisdiction and authority to order that the Abitibi CCAA Charges prime the Statutory Liens, it would be grossly unfair and unjust for the Abitibi CCAA Charges to rank ahead of the Statutory Liens for the following reasons:

25.1 the Statutory Liens apply to only the Fort Frances Mill and none of the other Abitibi Property, whereas all of the Abitibi CCAA Charges apply to all of the Abitibi Property;

25.2 in the event of the sale or liquidation of the Fort Frances Mill, either during or after the pendency of the CCAA proceedings herein, the only monies ever available to Petitioners as a secured creditor would be the proceeds of sale or liquidation from the Fort Frances Mill;

25.3 if the Abitibi CCAA Charges were to be paid out of the proceeds of sale or liquidation of the Fort Frances Mill ahead of and to the exclusion of Petitioners, Petitioners would be left with absolutely no lien or security interest against any other Abitibi Property. On the other hand, the Abitibi CCAA Charges would still attach to all other Abitibi Property. Effectively, the Abitibi CCAA Charges would, in such circumstances, wipe out and render the Statutory Liens meaningless and of no value;

25.4 Petitioners have not voluntarily offered credit to Abitibi on any extended time basis and have had no opportunity to negotiate the terms of and security for the credit which Abitibi has obtained from them. Petitioners have effectively extended credit to Abitibi accidentally and without any opportunity to negotiate and set proper terms of or security for such credit. This is contrasted with other secured creditors of Respondents who, unlike Petitioners, extended credit to Respondents consensually and have had the opportunity to negotiate and set acceptable terms of and security for such credit; and,

25.5 the allowing of the Abitibi CCAA Charges to rank ahead of the Statutory Liens would effectively create a "mini plan of arrangement" with respect to the Fort Frances Mill within the pendency of the CCAA proceedings herein. This would be contrary to the CCAA proceedings herein and to the intent and spirit of the CCAA;

26. The concerns set forth in paragraph 25 above are increased by the fact that the proposed Abitibi DIP financing becomes due and exigible in a mere 6 months and already contemplates the appointment of a professional insolvency firm to implement a plan to liquidate the Abitibi Respondents' assets in order to repay such DIP financing, all as appears from the Monitor's Third Report dated April 27, 2009, forming part of the Court record herein;

VI. General

27. Respondents "Motion for Approval of a DIP Financing in Respect of the Abitibi Petitioners" is presentable before this Court on May 1, 2009. It is therefore urgent and in the interests of justice that Petitioners be entitled to present the present Motion before this Court at the same time as Respondents' motion and that, accordingly, that all delays for notice of presentation of the present Motion (as required under the Initial Order) be abridged;

28. It is also in the interests of justice and all interested parties herein, that any judgment or orders to be rendered by this Court on Petitioners present Motion be granted with provisional execution, notwithstanding appeal; and,

29. The present Motion is well founded in fact and in law.

WHEREFORE PETITIONERS, referring to the "Initial Order" issued by this Court on April 17, 2009 as amended by the "Amended Initial Order" issued by this Court on April 22, 2009 (collectively the "Initial Order"), prays for judgment of this Honourable Court:

- A. ABRIDGING** all delays required under the Initial Order in order to allow Petitioners present Motion to Vary, Rescind and/or Seek Other Relief in Respect of Amended Initial Order" (the "**Motion**") to be presented before and heard by this Court on May 1, 2009;
- B. GRANTING** the present Motion;
- C. DECLARING** that, notwithstanding anything contained in the Initial Order, any further amendments to the Initial Order or any further orders issued by this Court, the following construction liens existing in favour of Petitioners in accordance with the laws of the Province of Ontario, in general, and the provisions of the *Construction Lien Act*, Ontario, in particular (the "**Statutory Liens**"), namely:

(i) a construction lien registered and perfected by Petitioner The McBurney Corporation on March 19, 2009 in the amount of US\$1,408,082.46 in the appropriate Ontario Land Register under number RD-13000 (a copy of which is produced by Petitioners as Exhibit P-1 herein);

(ii) a construction lien registered and perfected by Petitioner McBurney Power Limited on March 19, 2009 in the amount of CDN\$9,872,008.77 in the appropriate Ontario Land Register under number RD-13001 (a copy of which is produced by Petitioners as Exhibit P-2 herein); and,

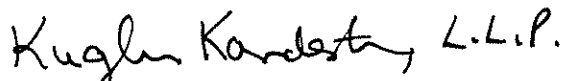
(iii) a construction lien registered and perfected by Petitioner MBB Power Services Inc. on January 13, 2009 in the amount of CDN\$7,050,903.80 in the appropriate Ontario Land Register under number RD-12650 (a copy of which is produced by Petitioners as Exhibit P-3 herein),

to the extent always of the validity and enforceability of such Statutory Liens, shall rank ahead of and prior to all of the "Abitibi CCAA Charges" (as defined in the Initial Order), in general, and each of the "Abitibi D&O Charge", the "ACI Inter-Company Advances Charge" and the "Abitibi Administration Charge" (each as defined in the Initial Order") as well as the "ACI DIP Charge" (as defined in Respondents "Motion for Approval of a DIP Financing in Respect of the Abitibi Petitioners" dated April 27, 2009 herein and any further amendment to the Initial Order resulting therefrom), in particular;

- D. **RESERVING** Petitioners rights to make further future applications to this Court in order to further vary, rescind and/or seek other relief in respect of the Initial Order or any subsequent amendments to the Initial Order; and,
- E. **ORDERING** the provisional execution of all judgments or orders issued by this Court on the present Motion notwithstanding any appeal therefrom and without the necessity of furnishing any security by Petitioners,

THE WHOLE WITH COSTS ONLY IN THE EVENT OF CONTESTATION AND THEN AGAINST THOSE CONTESTING PARTIES.

MONTREAL, April 29, 2009

 Kugler Kandestin, L.L.P.

KUGLER KANDESTIN, L.L.P.,
Attorneys for Petitioners

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-11-036133-094

S U P E R I O R C O U R T
(COMMERCIAL DIVISION)

IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

-and-

ABITIBI-CONSOLIDATED INC.

-and-

BOWATER CANADIAN HOLDINGS INC.

-and-

The other "PETITIONERS" listed on Schedules
"A", "B" and "C" of the "Amended Initial Order"
issued by the Court herein on April 22, 2009

Respondents

-vs-

THE McBURNEY CORPORATION

-and-

McBURNEY POWER LIMITED

-and-

MBB POWER SERVICES INC.

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-Cause

ATTESTATION OF AUTHENTICITY
(Article 82.1 C.C.P.)

The undersigned, **GERALD F. KANDESTIN**, attorney of the firm Kugler Kandestin, L.L.P., carrying on business at 1 Place Ville Marie, Suite 2101, in the City and District of Montreal, Province of Québec, under my oath of office, declare that:

1. On April 29, 2009 Kugler Kandestin, L.L.P. received by electronic mail the following Solemn Affirmations (collectively referred to as the "**Solemn Affirmations**"):
 - (a) Blake McBurney signed on April 29, 2009 and received by Kugler Kandestin, L.L.P. at 8:20 a.m. on the same date from Blake McBurney's e-mail address Sandra.vandiver@mcburney.com;
 - (b) Robert Murray signed on April 29, 2009 and received by Kugler Kandestin, L.L.P. at 10:30 a.m. on the same date from Robert Murray's e-mail address brandic@chownlaw.com;
 - (c) Nicholas F. Ferguson signed on April 29, 2009 and received by Kugler Kandestin, L.L.P. at 10:30 a.m. on the same date from Nicholas F. Ferguson's e-mail address brandic@chownlaw.com; and
 - (d) Kris Hutton signed on April 29, 2009 and received by Kugler Kandestin, L.L.P. at 10:34 a.m. on the same date from Kris Hutton's e-mail address KHutton@gibbslaw.ca.
2. A copy of each of these Solemn Affirmations attached hereto is a true copy of each of such Solemn Affirmations received by Kugler Kandestin, L.L.P. as set forth in Paragraph 1 above.

MONTREAL, April 29, 2009

AND I HAVE SIGNED:

A handwritten signature in dark ink, appearing to read 'Gerald F. Kandestin', is written over a horizontal line.

GERALD F. KANDESTIN

Attorney of the firm Kugler Kandestin, L.L.P.

Attorneys for Petitioners

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-11-036133-094

SUPERIOR COURT
(COMMERCIAL DIVISION)

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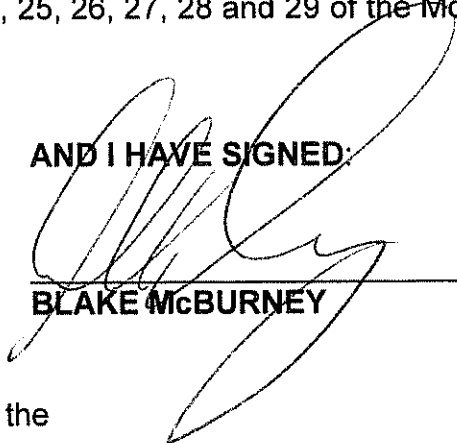
Mise-en-Cause

SOLEMN AFFIRMATION

I, the undersigned, **Blake McBurney**, having a place of business in the City of Norcross, State of Georgia, USA, located at 1650 International Court, Suite 100, do hereby solemnly affirm that:

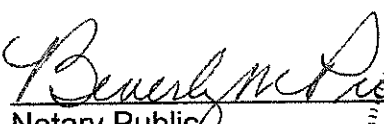
1. I am a duly authorized officer and representative of each of Petitioners The McBurney Corporation and McBurney Power Limited (collectively "**McBurney**") in the present "Motion to Vary, Rescind and/or Seek Other Relief in Respect of Amended Initial Order" (the "**Motion**"); and,
2. All of the facts which do not appear of record herein as set forth in paragraphs 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 25, 26, 27, 28 and 29 of the Motion are true and correct.

AND I HAVE SIGNED:



BLAKE MCBURNEY

SOLEMNLY AFFIRMED before me at the
City of Norcross, State of Georgia,
USA, this 29th day of April, 2009.



Notary Public



C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

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ERNST & YOUNG INC.

Mise-en-Cause

SOLEMN AFFIRMATION

I, the undersigned, **Robert Murray**, having a place of business in the City of St. Catharines, Province of Ontario, Canada, located at 2 Keefer Road, do hereby solemnly affirm that:

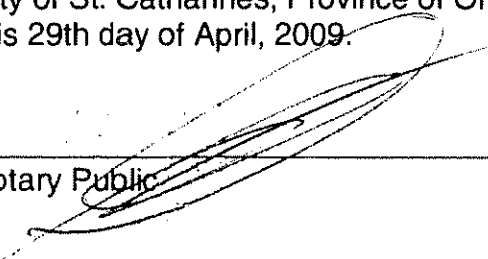
1. I am the manager and duly authorized representative of Petitioner MBB Power Services Inc. in the present "Motion to Vary, Rescind and/or Seek Other Relief in Respect of Amended Initial Order" (the "**Motion**"); and,
2. All of the facts which do not appear of record herein as set forth in paragraphs 4, 12, 14, 25, 26, 27, 28 and 29 of the Motion are true and correct.

AND I HAVE SIGNED:



ROBERT MURRAY

SOLEMNLY AFFIRMED before me at the
City of St. Catharines, Province of Ontario,
this 29th day of April, 2009.



Notary Public

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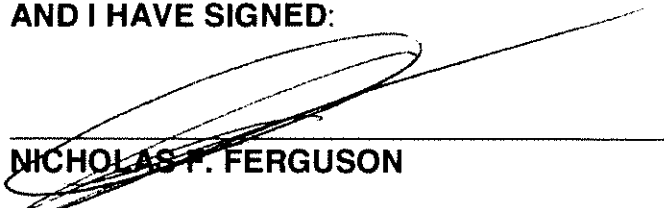
Mise-en-Cause

SOLEMN AFFIRMATION

I, the undersigned, **Nicholas F. Ferguson**, carrying on the practice of law in the
City of St. Catharines, Province of Ontario, Canada, at 80 King Street, do hereby
solemnly affirm that:

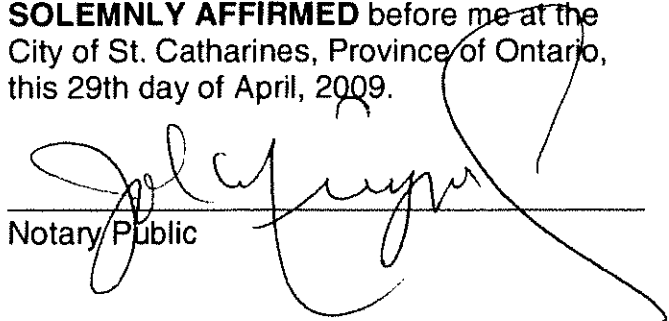
1. I am a Professional Engineer as well as a member in good standing of the *Law Society of Upper Canada* and a practicing Barrister and Solicitor in the Province of Ontario;
2. I am well acquainted with the laws relating to construction liens of the Province of Ontario, in general, and the *Construction Lien Act*, Ontario, in particular; and,
3. All of the facts alleged in paragraphs 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of Petitioners' "Motion to Vary, Rescind and/or Seek Other Relief in Respect of Amended Initial Order" herein are true and correct.

AND I HAVE SIGNED:



NICHOLAS F. FERGUSON

SOLEMNLY AFFIRMED before me at the
City of St. Catharines, Province of Ontario,
this 29th day of April, 2009.



Notary Public

CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-11-036133-094

SUPERIOR COURT
(COMMERCIAL DIVISION)

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ERNST & YOUNG INC.

Mise-en-Cause

SOLEMN AFFIRMATION

I, the undersigned, **Kris Hutton**, carrying on the practice of law at the firm of Gibbs & Associates in the City of Toronto, Province of Ontario, Canada, at 150 York Street, Suite 1810, do hereby solemnly affirm that:

1. I am a member in good standing of the *Law Society of Upper Canada* and a practicing attorney in the Province of Ontario;
2. I am well acquainted with the laws relating to construction liens of the Province of Ontario, in general, and the *Construction Lien Act*, Ontario, in particular; and,
3. All of the facts alleged in paragraphs 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and 25 of Petitioners' "Motion to Vary, Rescind and/or Seek Other Relief in Respect of Amended Initial Order" herein are true and correct.

AND I HAVE SIGNED:

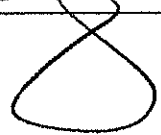


KRIS HUTTON

SOLEMNLY AFFIRMED before me at the
City of Toronto, Province of Ontario,
this 29th day of April, 2009.



Commissioner etc.



C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-11-036133-094

S U P E R I O R C O U R T
(COMMERCIAL DIVISION)

IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

-and-

ABITIBI-CONSOLIDATED INC.

-and-

BOWATER CANADIAN HOLDINGS INC.

-and-

The other "PETITIONERS" listed on Schedules
"A", "B" and "C" of the "Amended Initial Order"
issued by the Court herein on April 22, 2009

Respondents

-vs-

THE McBURNEY CORPORATION

-and-

McBURNEY POWER LIMITED

-and-

MBB POWER SERVICES INC.

Petitioners

-and-

ERNST & YOUNG INC.

Mise-en-Cause

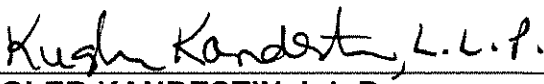
NOTICE OF PRESENTATION

TO: SERVICE LIST

TAKE NOTICE that Petitioners' "Motion to Vary, Rescind and/or Seek Other Relief in Respect of Amended Initial Order" will be presented for adjudication before one of the Honourable Justices of the Superior Court for the Province of Quebec for the District of Montreal sitting in **Room 16.12** of the Montreal Courthouse, 1 Notre-Dame Street East, Montreal, Quebec at 9h15 a.m. on **May 1, 2009** or so soon thereafter as counsel may be heard.

DO GOVERN YOURSELVES ACCORDINGLY.

MONTREAL, April 21, 2009



KUGLER KANDESTIN, L.L.P.,
Attorneys for Petitioners

C A N A D A

PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

NO: 500-11-036133-094

S U P E R I O R C O U R T
(COMMERCIAL DIVISION)

IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

-and-

ABITIBI-CONSOLIDATED INC.

-and-

BOWATER CANADIAN HOLDINGS INC.

-and-

The other "PETITIONERS" listed on Schedules
"A", "B" and "C" of the "Amended Initial Order"
issued by the Court herein on April 22, 2009

Respondents

-vs-

THE McBURNEY CORPORATION

-and-

McBURNEY POWER LIMITED

-and-

MBB POWER SERVICES INC.

Petitioners

-and-

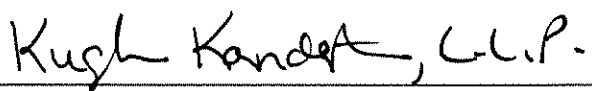
ERNST & YOUNG INC.

Mise-en-Cause

PETITIONERS' LIST OF EXHIBITS

- EXHIBIT P-1:** a construction lien registered and perfected by Petitioner The McBurney Corporation on March 19, 2009 in the appropriate Ontario Land Register under number RD-13000;
- EXHIBIT P-2:** a construction lien registered and perfected by Petitioner McBurney Power Limited on March 19, 2009 in the appropriate Ontario Land Register under number RD-13001;
- EXHIBIT P-3:** a construction lien registered and perfected by Petitioner MBB Power Services Inc. on January 13, 2009 in the appropriate Ontario Land Register under number RD-12650;
- EXHIBIT P-4:** a statement of claim dated March 20, 2009 commenced by Petitioner The McBurney Corporation and enforcement of Petitioner The McBurney Corporation's lien;
- EXHIBIT P-5:** a statement of claim dated March 20, 2009 commenced by Petitioner McBurney Power Limited and enforcement of Petitioner McBurney Power Limited's lien;
- EXHIBIT P-6:** a statement of claim dated February 23, 2009 commenced by Petitioner MBB Power Services Inc. and enforcement of Petitioner MBB Power Services Inc.'s lien; and,
- EXHIBIT P-7:** A copy of the *Construction Lien Act*, Ontario, available on the web at:
http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_90c30_e.htm

MONTREAL, April 29, 2009



KUGLER KANDESTIN, L.L.P.,
Attorneys for Petitioners

EXHIBIT P-1

Schedule A

LRO # 48 Construction Lien

Received as RD13000 on 2009 03 19 at 14:33

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 5

Properties

PIN 58018 - 2243 LT

Description PART OF SINCLAIR STREET AND PART OF PORTAGE AVENUE TOWN PLOT OF ALBERTON PART 1, 48R4149; FORT FRANCES S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8744; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8745; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD87 46; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8747; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 2007 LT

Description PCL 53-1 SEC ALBTP; PT LT 93 TOWN PLOT ALBERTON PT 4, 48R1559; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8746; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD87 47; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0345 LT

Description PCL 89-3 SEC ALBTP; LT 89 TOWN PLOT ALBERTON EXCEPT E 44 FT; LT 90 TOWN PLOT ALBERTON; LT 91 TOWN PLOT ALBERTON; LT 92 TOWN PLOT ALBERTON; LT 93 TOWN PLOT ALBERTON EXCEPT PT 4 48R1559; LT 94 TOWN PLOT ALBERTON; LT 115 TOWN PLOT ALBERTON SURFACE RIGHTS ONLY; LT 116 TOWN PLOT ALBERTON; LT 117 TOWN PLOT ALBERTON; LT 118 TOWN PLOT ALBERTON; LT 119 TOWN PLOT ALBERTON; W 16 FT LT 120 TOWN PLOT ALBERTON; S/T EASEMENT AS IN RD10831; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0189 LT

Description PCL 120-1 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON AS IN A64149; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0170 LT

Description PCL 120-2 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON; PT LT 121 TOWN PLOT ALBERTON AS IN SLT52343; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0171 LT

Description PCL 121-1 SEC ALBTP; PT LT 121 TOWN PLOT ALBERTON; PT LT 122 TOWN PLOT ALBERTON AS IN SLT20522; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 2222 LT

Description LT 88 TOWNPLOT ALBERTON MCIRVINE; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0344 LT

Description PCL 89-2 SEC ALBTP; PT LT 89 TOWN PLOT ALBERTON AS IN SLT49908; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0172 LT

Description PCL 122-1 SEC ALBTP; PT LT 122 TOWN PLOT ALBERTON; PT LT 123 TOWN PLOT ALBERTON; PT LT 124 TOWN PLOT ALBERTON AS IN A81174 & SLT59568; FORT FRANCES

Address FORT FRANCES

Properties

PIN 56018 - 2246 LT

Description BLK 2 PL SM149 MCIRVINE EXCEPT PT 1, 48R982 & PT 1, 2 & 3, 48R4138; LT 1-10, INCLUSIVE BLK 8 PL M74 MCIRVINE; PT FRONT ST TOWN PLOT ALBERTON AS CLOSED BY A57368; PT 1, 48R2964; PT UNDESIGNATED LANDS MCIRVINE PT 4, 6 & 8, 48R3453; T/W PT 1, RR144 AS IN SLT78461; T/W PT 2 & 3, 48R3287 AS IN A57698; S/T A26494, A57784, A58117; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138, PT 1 & 2, 48R4189 AS IN RD9877; S/T EASEMENT OVER PT 4, 6 & 8, 48R4138 IN FAVOUR OF PT BLK 2 PL SM1 49 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9878; S/T EASEMENT OVER PT 5, 7 & 8, 48R4138 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 SM 149 MCIRVINE AS IN RD9879; S/T EASEMENT IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9880; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 1 & 2, 48R4187 IN FAVOUR OF PT BLK 2 PL 149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PT 2, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 19, 48R4140 AND PT 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0063 LT

Description PCL 25754 SEC RAINY RIVER; PT UNDESIGNATED LANDS MCIRVINE PT 1, 2 & 3, 48R3453; PT FRONT ST TOWN PLOT ALBERTON PT 1, 48R3320 CLOSED BY BYLAW 35 REGISTERED AS A57368; S/T EASE OVER PT 2, 48R3453 AS IN A57784; S/T EASEMENT OVER PT 3, 48R4187 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; S/T EASEMENT OVER PT 4, 6, 7 & 8, 48R4140 IN FAVOUR OF BLK 1 PL SM149 AS IN RD9885; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 2027 LT

Description PCL 1-2 SEC ALBTP; LOTS 1-11 TOWN PLOT ALBERTON; LOTS 17-55 TOWN PLOT ALBERTON EXCEPT PT 6 48R1559; LOTS 96-114 TOWN PLOT ALBERTON EXCEPT PT 3 48R1559; LOTS A, B, C, D, F, G, H TOWN PLOT ALBERTON; PT LOTS I & L TOWN PLOT ALBERTON PT 2 48R832; EXCEPT PT 1 48R3292; PT LOTS I, J & L TOWN PLOT ALBERTON PARTS 3, 4, 5, 6, 7, 10, 11, 12, 13, 16 & 17 48R832; BLK X IN FRONT OF TOWN PLOT ALBERTON; WATER POWER PCL NO.3 ALBERTON; WATER LOT 2 ALBERTON ABOVE THE FALLS; FRONT STREET TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF CHURCH ST & W LIMIT VICTORIA AV EXCEPT PT 1 48R2985 CLOSED BY BYLAW AS IN A47538, FF1568, FF532; PARTS 1-8 48R3451 CLOSED BY BYLAW AS IN A57368; PT FRONT ST COMMENCING AT THE NWLY ANGLE LT H TOWN PLOT ALBERTON, THENCE DUE W ALONG THE WLY PRODUCTION OF THE NWLY LIMIT OF LT H 73.81 FT MORE OR LESS TO THE WLY LIMIT IF FRONT ST THENCE S 26 DEGREES 37' E ALONG THE WLY LIMIT OF FRONT ST 5 6.73 FT, THENCE N 63 DEGREES 34' E 66 FT TO THE ELY LIMIT OF FRONT ST SAID ELY LIMIT BEING THE WLY LIMIT OF LT H, THENCE N 28 DEGREES 26' W ALONG THE ELY LIMIT OF FRONT ST 23.87 FT MORE OR LESS TO THE POC; MOWAT AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF NELSON ST CLOSED BY BYLAW SLT94643, SLT91464, A57369, A57370; PORTAGE AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF SINCLAIR ST CLOSED BY BYLAW AS IN FF532; SINCLAIR ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF PORTAGE AV CLOSED BY BYLAW AS IN FF532; HOLLAND ST TOWN PLOT ALBERTON CLOSED BY BYLAW FF532; NELSON ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF MOWAT AV CLOSED BY BYLAW FF532; SRO LOCATION FD 269 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3212; PT LOCATION FD 306 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3287; EXCEPT PARTS 1 & 2, 48R3873, FREEHOLD; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138, PT 1 & 2, 48R4189 AS IN RD9877; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 4 & 5, 48R4187 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PT 13 & 14, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 19, 48R4140 AND PT 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0107 LT

Description PCL 211-3 SEC ALBTP; LT 214 TOWN PLOT ALBERTON; LT 215 TOWN PLOT ALBERTON; LT 216 TOWN PLOT ALBERTON; LT 217 TOWN PLOT ALBERTON PT 2 & 3 48R2355; LT 219 TOWN PLOT ALBERTON PT 7 & 8 48R2355; PT LT 218 TOWN PLOT ALBERTON PT 6 & 8 48R2355; PT LT 220 TOWN PLOT ALBERTON PT 9 & 10 48R2355; FORT FRANCES

Address FORT FRANCES

Properties

PIN 58018 - 0110 LT
Description PCL 220-1 SEC ALBTP; LT 221 TOWN PLOT ALBERTON; PT LT 222 TOWN PLOT ALBERTON; PT LT 220 TOWN PLOT ALBERTON AS IN SLT52592 EXCEPT PT 10, 48R2355; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0109 LT
Description PCL 218-3 SEC ALBTP; FIRSTLY; PT MOWAT AVENUE TOWN PLOT ALBERTON FROM S LIMIT CHURCH ST TO S LIMIT PT MOWAT AV ABUTTING LT 218 CLOSED BY A78624 PT 5, 48R3853; SECONDLY; PT LT 218 TOWN PLOT ALBERTON CLOSED BY A78624 PT 6, 48R3853; THIRDLY; PT NELSON STREET TOWN PLOT ALBERTON CLOSED BY A78624 PT 7 & 8, 48R3853; S/T A40222, A78815; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0113 LT
Description PCL 222-3 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE WEST 50 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0168 LT
Description PCL 1-2 SEC ALBTP; FIRSTLY; PT LT I TOWN PLOT ALBERTON; PT LT J TOWN PLOT ALBERTON; LT K TOWN PLOT ALBERTON; PT LT L TOWN PLOT ALBERTON; PT FRONT ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A47638, PT 1 & 2 48R3873 SECONDLY; PT FRONT ST CLOSED BY BYLAW AS IN FF1844 PT 3 48R3873 THIRDLY; LT K CLOSED BY BYLAW AS IN A78624 PT 1 & 2 48R3853; FOURTHLY; PT CHURCH ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A78624 PT 3 48R3853 FIFTHLY; PT LT L CLOSED BY BYLAW AS IN A78624 PT 4 & 10, 48R3853 SIXTHLY; PT FRONT ST CLOSED BY BYLAW AS IN A78624 PT 9, 48R3853; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 2016 LT
Description PCL 211-3 SEC ALBTP; LT 223 TOWN PLOT ALBERTON; LT 224 TOWN PLOT ALBERTON; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0114 LT
Description PCL 222-4 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 24 FEET OF THE WEST 100 FEET; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0111 LT
Description PCL 222-1 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON AS IN SLT5934; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0112 LT
Description PCL 222-2 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 30 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0312 LT
Description PCL 53-1 SEC ALBTP; PT LT 112 TOWN PLOT ALBERTON PT 3 48R1559; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

PIN 58019 - 0520 LT
Description PCL BLK 1-2 SEC 9M149; BLK 3 PL SM149 MCIRVINE EXCEPT SLT45041; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 2008 LT
Description PCL 63-1 SEC ALBTP; PT LT 53 TOWN PLOT ALBERTON PT 6, 48R1559; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

LRO # 48 Construction Lien

Received as RD13000 on 2009 03 19 at 14:33

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 4 of 5

Consideration

Consideration \$ 1,408,082.48

Claimant(s)

Name THE MCBURNEY CORPORATION
Address for Service 1850 International CT., Suite 100,
Norcross, Georgia, United States 30091
Solicitors - Gibbs & Associates
Suite 1810, 150 York Street, Toronto, ON M5H 3S5

I, Blake MCBURNEY, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Blake MCBURNEY, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner ABITIBI-CONSOLIDATED INC., 207 QUEEN'S QUAY WEST, SUITE 680, TORONTO, ON M5J 2P5
Name and address of person to whom lien claimant supplied services or materials ABITIBI-CONSOLIDATED INC. AND
ABITIBI-CONSOLIDATED COMPANY OF CANADA, 207 QUEEN'S QUAY WEST, SUITE 680, TORONTO, ON M5J 2P5 Time within
which services or materials were supplied from 2007/04/05 to 2009/02/13 Short description of services or materials that have been
supplied MATERIALS AND SERVICES FOR THE CONSTRUCTION OF A BIOMASS BOILER Contract price or subcontract price
\$14,257,894.17 USD Amount claimed as owing in respect of services or materials that have been supplied \$1,408,082.48 USD

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Schedule: See Schedules

Signed By

Beverly Joan Church RR # 4 3890 Line 7N acting for Signed 2009 03 19
Coldwater
L0K 1E0 Applicant(s)
Tel 7058353907
Fax 7058359936

Submitted By

YORK REGION CONVEYANCING RR # 4 3890 Line 7N 2009 03 19
Coldwater
L0K 1E0
Tel 7058353907
Fax 7058359936

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

File Number

Claimant Client File Number : 09-0774

Continuation of Names and Addresses of Persons to Whom Lien Claimant Supplied
Services or Materials:

ABITIBIOWATER CANADA INC., 200 BAY ST., SUITE 3800, TORONTO, ON
M5J 2Z4

THE LIEN AND CONTRACT AMOUNT ARE SET OUT IN UNITED STATES
DOLLARS.

EXHIBIT P-2

Schedule A

LRO # 48 Construction Lien

Received as RD13001 on 2009 03 19 at 14:33

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 5

Properties

PIN 58018 - 2243 LT

Description PART OF SINCLAIR STREET AND PART OF PORTAGE AVENUE TOWN PLOT OF ALBERTON PART 1, 48R4149; FORT FRANCES S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8744; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8745; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD87 46; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8747; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 2007 LT

Description PCL 53-1 SEC ALBTP; PT LT 93 TOWN PLOT ALBERTON PT 4, 48R1559; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8746; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD87 47; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0345 LT

Description PCL 89-3 SEC ALBTP; LT 89 TOWN PLOT ALBERTON EXCEPT E 44 FT; LT 90 TOWN PLOT ALBERTON; LT 91 TOWN PLOT ALBERTON; LT 92 TOWN PLOT ALBERTON; LT 93 TOWN PLOT ALBERTON EXCEPT PT 4 48R1559; LT 94 TOWN PLOT ALBERTON; LT 115 TOWN PLOT ALBERTON SURFACE RIGHTS ONLY; LT 116 TOWN PLOT ALBERTON; LT 117 TOWN PLOT ALBERTON; LT 118 TOWN PLOT ALBERTON; LT 119 TOWN PLOT ALBERTON; W 18 FT LT 120 TOWN PLOT ALBERTON; S/T EASEMENT AS IN RD10631; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0169 LT

Description PCL 120-1 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON AS IN A64149; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0170 LT

Description PCL 120-2 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON; PT LT 121 TOWN PLOT ALBERTON AS IN SLT52343; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0171 LT

Description PCL 121-1 SEC ALBTP; PT LT 121 TOWN PLOT ALBERTON; PT LT 122 TOWN PLOT ALBERTON AS IN SLT20522; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 2222 LT

Description LT 88 TOWNPLOT ALBERTON MCIRVINE; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0344 LT

Description PCL 58-2 SEC ALBTP; PT LT 89 TOWN PLOT ALBERTON AS IN SLT49908; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0172 LT

Description PCL 122-1 SEC ALBTP; PT LT 122 TOWN PLOT ALBERTON; PT LT 123 TOWN PLOT ALBERTON; PT LT 124 TOWN PLOT ALBERTON AS IN A61174 & SLT58568; FORT FRANCES

Address FORT FRANCES

LRO # 48 Construction Lien

Received as RD13001 on 2009 03 19 at 14:33

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd. Page 2 of 6

Properties

PIN 58018 - 2248 LT

Description BLK 2 PL SM149 MCIRVINE EXCEPT PT 1, 48R982 & PT 1, 2 & 3, 48R4138; LT 1-10, INCLUSIVE BLK 8 PL M74 MCIRVINE; PT FRONT ST TOWN PLOT ALBERTON AS CLOSED BY A57388, PT 1, 48R2964; PT UNDESIGNATED LANDS MCIRVINE PT 4, 5 & 6, 48R3453; T/W PT 1, RR144 AS IN SLT78451; T/W PT 2 & 3, 48R3287 AS IN A57388; S/T A26494, A57784, A59117; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138, PT 1 & 2, 48R4189 AS IN RD9877; S/T EASEMENT OVER PT 4, 5 & 6, 48R4138 IN FAVOUR OF PT BLK 2 PL SM1 49 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9878; S/T EASEMENT OVER PT 5, 7 & 8, 48R4138 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 SM 149 MCIRVINE AS IN RD9879; S/T EASEMENT IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9880; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 1 & 2, 48R4167 IN FAVOUR OF PT BLK 2 PL 149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PT 8, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 19, 48R4140 AND PT 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0083 LT

Description PCL 25754 SEC RAINY RIVER; PT UNDESIGNATED LANDS MCIRVINE PT 1, 2 & 3, 48R3453; PT FRONT ST TOWN PLOT ALBERTON PT 1, 48R3320 CLOSED BY BYLAW 38 REGISTERED AS A57388; S/T EASE OVER PT 2, 48R3453 AS IN A57784; S/T EASEMENT OVER PT 3, 48R4167 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; S/T EASEMENT OVER PT 4, 5, 6, 7 & 8, 48R4140 IN FAVOUR OF BLK 1 PL SM149 A S IN RD9885; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 2027 LT

Description PCL 1-2 SEC ALBTP; LOTS 1-11 TOWN PLOT ALBERTON; LOTS 17-55 TOWN PLOT ALBERTON EXCEPT PT 8 48R1559; LOTS 85-114 TOWN PLOT ALBERTON EXCEPT PT 3 48R1559; LOTS A, B, C, D, F, G, H TOWN PLOT ALBERTON; PT LOTS I & L TOWN PLOT ALBERTON PT 2 48R832; EXCEPT PT 1 48R3292; PT LOTS I, J & L TOWN PLOT ALBERTON PARTS 3, 4, 5, 6, 7, 10, 11, 12, 13, 15 & 17 48R832; BLK X IN FRONT OF TOWN PLOT ALBERTON; WATER POWER PCL NO.3 ALBERTON; WATER LOT Z ALBERTON ABOVE THE FALLS; FRONT STREET TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF CHURCH ST & W LIMIT VICTORIA AV EXCEPT PT 1 48R2965 CLOSED BY BYLAW AS IN A47638, FF1588, FF532; PARTS 1-9 48R3451 CLOSED BY BYLAW AS IN A57388; PT FRONT ST COMMENCING AT THE NWLY ANGLE LT H TOWN PLOT ALBERTON, THENCE DUE W ALONG THE WLY PRODUCTION OF THE NLY LIMIT OF LT H 73.81 FT MORE OR LESS TO THE WLY LIMIT I F FRONT ST THENCE S 26 DEGREES 37' E ALONG THE WLY LIMIT OF FRONT ST 5 6.73 FT, THENCE N 83 DEGREES 34' E 69 FT TO THE ELY LIMIT OF FRONT ST SAID ELY LIMIT BEING THE WLY LIMIT OF LT H, THENCE N 26 DEGREES 25' W ALONG THE ELY LIMIT OF FRONT ST 28.87 FT MORE OR LESS TO THE POC; MOWAT AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF NELSON ST CLOSED BY BYLAW SLT94643, SLT91484, A57369, A57370; PORTAGE AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF SINCLAIR ST CLOSED BY BYLAW AS IN FF532; SINCLAIR ST TOWN PLOT ALBERTON LYING W OF THE W-LIMIT OF PORTAGE AV CLOSED BY BYLAW AS IN FF532; HOLLAND ST TOWN PLOT ALBERTON CLOSED BY BYLAW FF632; NELSON ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF MOWAT AV CLOSED BY BYLAW FF532; SRO LOCATION FD 289 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3212; PT LOCATION FD 308 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3287; EXCEPT PARTS 1 & 2, 48R3873, FREEHOLD; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138, PT 1 & 2, 48R4169 AS IN RD9877; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 4 & 5, 48R4167 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PT 13 & 14, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 19, 48R4140 AND PT 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0107 LT

Description PCL 211-3 SEC ALBTP; LT 214 TOWN PLOT ALBERTON; LT 215 TOWN PLOT ALBERTON; LT 216 TOWN PLOT ALBERTON; LT 217 TOWN PLOT ALBERTON PT 2 & 3 48R2355; LT 218 TOWN PLOT ALBERTON PT 7 & 8 48R2355; PT LT 218 TOWN PLOT ALBERTON PT 5 & 6 48R2355; PT LT 220 TOWN PLOT ALBERTON PT 9 & 10 48R2355; FORT FRANCES

Address FORT FRANCES

LRO # 48 Construction Lien

Received as RD13001 on 2009 03 19 at 14:33

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 3 of 5

Properties

PIN 58018 - 0110 LT
Description PCL 220-1 SEC ALBTP; LT 221 TOWN PLOT ALBERTON; PT LT 222 TOWN PLOT ALBERTON; PT LT 220 TOWN PLOT ALBERTON AS IN SLT52592 EXCEPT PT 10, 48R2355; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0109 LT
Description PCL 218-3 SEC ALBTP; FIRSTLY; PT MOWAT AVENUE TOWN PLOT ALBERTON FROM S LIMIT CHURCH ST TO S LIMIT PT MOWAT AV ABUTTING LT 218 CLOSED BY A78624 PT 5, 48R3853; SECONDLY; PT LT 218 TOWN PLOT ALBERTON CLOSED BY A78624 PT 6, 48R3853; THIRDLY; PT NELSON STREET TOWN PLOT ALBERTON CLOSED BY A78624 PT 7 & 8, 48R3853; S/T A40222, A78815; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0113 LT
Description PCL 222-3 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE WEST 50 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0188 LT
Description PCL I-2 SEC ALBTP; FIRSTLY; PT LT I TOWN PLOT ALBERTON; PT LT J TOWN PLOT ALBERTON; LT K TOWN PLOT ALBERTON; PT LT L TOWN PLOT ALBERTON; PT FRONT ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A47535, PT 1 & 2 48R3873 SECONDLY; PT FRONT ST CLOSED BY BYLAW AS IN FF1844 PT 3 48R3873 THIRDLY; LT K CLOSED BY BYLAW AS IN A78824 PT 1 & 2 48R3853; FOURTHLY; PT CHURCH ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A78824 PT 3 48R3853 FIFTHLY; PT LT L CLOSED BY BYLAW AS IN A78824 PT 4 & 10, 48R3863 SIXTHLY; PT FRONT ST CLOSED BY BYLAW AS IN A78824 PT 9, 48R3853; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 2018 LT
Description PCL 211-3 SEC ALBTP; LT 223 TOWN PLOT ALBERTON; LT 224 TOWN PLOT ALBERTON; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0114 LT
Description PCL 222-4 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 24 FEET OF THE WEST 100 FEET; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0111 LT
Description PCL 222-1 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON AS IN SLT5934; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0112 LT
Description PCL 222-2 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 30 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 0312 LT
Description PCL 53-1 SEC ALBTP; PT LT 112 TOWN PLOT ALBERTON PT 3 48R1559; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

PIN 58019 - 0520 LT
Description PCL BLK 1-2 SEC SM149; BLK 3 PL 9M149 MCIRVINE EXCEPT SLT48041; FORT FRANCES
Address FORT FRANCES

PIN 58018 - 2008 LT
Description PCL 53-1 SEC ALBTP; PT LT 53 TOWN PLOT ALBERTON PT 6, 48R1559; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

LRO # 48 Construction Lien

Received as RD13001 on 2009 03 19 at 14:33

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 4 of 5

Consideration

Consideration \$ 9,872,008.77

Claimant(s)

Name MCBURNEY POWER LIMITED
Address for Service 1650 International CT., Suite 100,
Norcross, Georgia, United States 30091
Solicitors - Gibbs & Associates
Suite 1810, 150 York Street, Toronto, ON M5H 3S5

I, Blake MCBURNEY, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Blake MCBURNEY, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner ABITIBI-CONSOLIDATED INC., 207 QUEEN'S QUAY WEST., SUITE 680, TORONTO, ONTARIO M5J 2P5 Name and address of person to whom lien claimant supplied services or materials ABITIBI-CONSOLIDATED INC. AND ABITIBI-CONSOLIDATED COMPANY OF CANADA, 207 QUEEN'S QUAY WEST, SUITE 680, TORONTO, ON M5J 2P5 Time within which services or materials were supplied from 2007/08/12 to 2009/03/19 Short description of services or materials that have been supplied LABOUR AND SERVICES FOR CONSTRUCTION OF A BIOMASS BOILER Contract price or subcontract price \$14,931,976.56 CDN Amount claimed as owing in respect of services or materials that have been supplied \$9,872,008.77 CDN

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Schedule: See Schedules

Signed By

Beverly Joan Church

RR # 4 3990 Line 7N
Coldwater
L0K 1E0acting for
Applicant(s)

Signed 2009 03 19

Tel 7058353907

Fax 7058359935

Submitted By

YORK REGION CONVEYANCING

RR # 4 3990 Line 7N
Coldwater
L0K 1E0

2009 03 19

Tel 7058353907

Fax 7058359935

Fees/Taxes/Payment

Statutory Registration Fee \$80.00

Total Paid \$80.00

Continuation of Names and Addresses of Persons to Whom Lien Claimant Supplied
Services or Materials:

ABITIBOWATER CANADA INC., 200 BAY ST., SUITE 3800, TORONTO, ON
M5J 2Z4

EXHIBIT P-3

Properties

PIN 56018 - 2246 LT ✓

Description BLK 2 PL SM149 MCIRVINE EXCEPT PT 1, 48R982 & PT 1, 2 & 3, 48R4138; LT 1-10, INCLUSIVE BLK 8 PL M74 MCIRVINE; PT FRONT ST TOWN PLOT ALBERTON AS CLOSED BY A57368, PT 1, 48R2964; PT UNDESIGNATED LANDS MCIRVINE PT 4, 5 & 6, 48R3453; T/W PT 1, RR144 AS IN SLT78451; T/W PT 2 & 3, 48R3287 AS IN A57698; S/T A26494, A57784, A59117; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138, PT 1 & 2, 48R4169 AS IN RD9877 ; S/T EASEMENT OVER PT 4, 5 & 6, 48R4138 IN FAVOUR OF PT BLK 2 PL SM1 49 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9878; S/T EASEMENT OVER PT 5, 7 & 8, 48R4138 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9879; S/T EASEMENT IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9880; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 1 & 2, 48R4167 IN FAVOUR OF PT BLK 2 PL 149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PT 9, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 19, 48R4140 AND PT 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES

Address FORT FRANCES

PIN 56019 - 0520 LT ✓

Description PCL BLK 1-2 SEC SM149; BLK 3 PL SM149 MCIRVINE EXCEPT SLT45041; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0083 LT ✓

Description PCL 25754 SEC RAINY RIVER; PT UNDESIGNATED LANDS MCIRVINE PT 1, 2 & 3, 48R3453; PT FRONT ST TOWN PLOT ALBERTON PT 1, 48R3320 CLOSED BY BYLAW 35 REGISTERED AS A57368; S/T EASE OVER PT 2, 48R3453 AS IN A57784; S/T EASEMENT OVER PT 3, 48R4167 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVIN E PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; S/T EASEMENT OVER PT 4, 5, 6, 7 & 8, 48R4140 IN FAVOUR OF BLK 1 PL SM149 A S IN RD9885; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 2027 LT ✓

Description PCL 1-2 SEC ALBTP; LOTS 1-11 TOWN PLOT ALBERTON; LOTS 17-55 TOWN PLOT ALBERTON EXCEPT PT 6 48R1559; LOTS 95-114 TOWN PLOT ALBERTON EXCEPT PT 3 48R1559; LOTS A, B, C, D, F, G, H TOWN PLOT ALBERTON; PT LOTS I & L TOWN PLOT ALBERTON PT 2 48R832; EXCEPT PT 1 48R3292; PT LOTS I, J & L TOWN PLOT ALBERTON PARTS 3, 4, 5, 6, 7, 10, 11, 12, 13, 16 & 17 48R832; BLK X IN FRONT OF TOWN PLOT ALBERTON; WATER POWER PCL NO.3 ALBERTON; WATER LOT Z ALBERTON ABOVE THE FALLS; FRONT STREET TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF CHURCH ST & W LIMIT VICTORIA AV EX CEPT PT 1 48R2985 CLOSED BY BYLAW AS IN A47536, FF1568, FF532; PARTS 1 -9 48R3451 CLOSED BY BYLAW AS IB A57368; PT FRONT ST COMMENCING AT THE NWLY ANGLE LT H TOWN PLOT ALBERTON, THENCE DUE W ALONG THE WLY PRODUC TION OF THE NLY LIMIT OF LT H 73.81 FT MORE OR LESS TO THE WLY LIMIT I F FRONT ST THENCE S 26 DEGREES 37' E ALONG THE WLY LIMIT OF FRONT ST 5 6.73 FT, THENCE N 63 DEGREES 34' E 66 FT TO THE ELY LIMIT OF FRONT ST SAID ELY LIMIT BEING THE WLY LIMIT OF LT H, THENCE N 26 DEGREES 26' W ALONG THE ELY LIMIT OF FRONT ST 23.87 FT MORE OR LESS TO THE POC; MOWAT AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF NELSON ST CLOSED BY BYLAW SLT94643, SLT91464, A57369, A57370; PORTAGE AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF SINCLAIR ST CLOSED BY BYLAW AS IN FF532; SINCLAIR ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF PORTAGE AV CLOSED BY BYLAW AS IN FF532; HOLLAND ST TOWN PLOT ALBERTON CLOSED BY BYLAW FF532; NELSON ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF MOWAT AV CLOSED BY BYLAW FF532; SRO LOCATION FD 289 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3212; PT LOCATION FD 306 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3287; EXCEPT PARTS 1 & 2, 48R3873, FREEHOLD; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138 , PT 1 & 2, 48R4169 AS IN RD9877; T/W EASEMENT OVER BLK 1 PL SM149 MC IRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 4 & 5, 48R4167 I N FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIR VINE AS IN RD9884; S/T EASEMENT OVER PT 13 & 14, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 19, 48R4140 AND PT 2, 5, 6 & 8, 48R4168 AS IN RD9886 ; FORT FRANCES

Address FORT FRANCES

Properties

PIN 56018 - 0107 LT ✓
Description PCL 211-3 SEC ALBTP; LT 214 TOWN PLOT ALBERTON; LT 215 TOWN PLOT ALBERTON; LT 216 TOWN PLOT ALBERTON; LT 217 TOWN PLOT ALBERTON PT 2 & 3 48R2355; LT 219 TOWN PLOT ALBERTON PT 7 & 8 48R2355; PT LT 218 TOWN PLOT ALBERTON PT 5 & 6 48R2355; PT LT 220 TOWN PLOT ALBERTON PT 9 & 10 48R2355; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0110 LT ✓
Description PCL 220-1 SEC ALBTP; LT 221 TOWN PLOT ALBERTON; PT LT 222 TOWN PLOT ALBERTON; PT LT 220 TOWN PLOT ALBERTON AS IN SLT52592 EXCEPT PT 10, 48R2355; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0109 LT ✓
Description PCL 218-3 SEC ALBTP; FIRSTLY; PT MOWAT AVENUE TOWN PLOT ALBERTON FROM S LIMIT CHURCH ST TO S LIMIT PT MOWAT AV ABUTTING LT 218 CLOSED BY A78624 PT 5, 48R3853; SECONDLY; PT LT 218 TOWN PLOT ALBERTON CLOSED BY A78624 PT 6, 48R3853; THIRDLY; PT NELSON STREET TOWN PLOT ALBERTON CLOSED BY A78624 PT 7 & 8, 48R3853; S/T A40222, A78815; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0113 LT ✓
Description PCL 222-3 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE WEST 50 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0168 LT ✓
Description PCL I-2 SEC ALBTP; FIRSTLY; PT LT I TOWN PLOT ALBERTON; PT LT J TOWN PLOT ALBERTON; LT K TOWN PLOT ALBERTON; PT LT L TOWN PLOT ALBERTON; PT FRONT ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A47536, PT 1 & 2 48R3873 SECONDLY; PT FRONT ST CLOSED BY BYLAW AS IN FF1844 PT 3 48R3873 THIRDLY; LT K CLOSED BY BYLAW AS IN A78624 PT 1 & 2 48R3853; FOURTHLY, PT CHURCH ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A78624 PT 3 48R3853 FIFTHLY; PT LT L CLOSED BY BYLAW AS IN A78624 PT 4 & 10, 48R3853 SIXTHLY; PT FRONT ST CLOSED BY BYLAW AS IN A78624 PT 9, 48R3853; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2016 LT ✓
Description PCL 211-3 SEC ALBTP; LT 223 TOWN PLOT ALBERTON; LT 224 TOWN PLOT ALBERTON; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0114 LT ✓
Description PCL 222-4 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 24 FEET OF THE WEST 100 FEET; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0111 LT ✓
Description PCL 222-1 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON AS IN SLT5934; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0112 LT ✓
Description PCL 222-2 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 30 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0312 LT ✓
Description PCL 53-1 SEC ALBTP; PT LT 112 TOWN PLOT ALBERTON PT 3 48R1559; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

Properties

PIN 56018 - 2243 LT ✓
Description PART OF SINCLAIR STREET AND PART OF PORTAGE AVENUE TOWN PLOT OF ALBERTON PART 1, 48R4149; FORT FRANCES S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8744; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8745; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD87 46; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2007 LT ✓
Description PCL 53-1 SEC ALBTP; PT LT 93 TOWN PLOT ALBERTON PT 4, 48R1559; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8746; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD87 47; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0345 LT ✓
Description PCL 89-3 SEC ALBTP; LT 89 TOWN PLOT ALBERTON EXCEPT E 44 FT; LT 90 TOWN PLOT ALBERTON; LT 91 TOWN PLOT ALBERTON; LT 92 TOWN PLOT ALBERTON; LT 93 TOWN PLOT ALBERTON EXCEPT PT 4 48R1559; LT 94 TOWN PLOT ALBERTON; LT 115 TOWN PLOT ALBERTON SURFACE RIGHTS ONLY; LT 116 TOWN PLOT ALBERTON; LT 117 TOWN PLOT ALBERTON; LT 118 TOWN PLOT ALBERTON; LT 119 TOWN PLOT ALBERTON; W 16 FT LT 120 TOWN PLOT ALBERTON; S/T EASEMENT AS IN RD10531; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0169 LT ✓
Description PCL 120-1 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON AS IN A64149; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0170 LT ✓
Description PCL 120-2 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON; PT LT 121 TOWN PLOT ALBERTON AS IN SLT52343; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0171 LT ✓
Description PCL 121-1 SEC ALBTP; PT LT 121 TOWN PLOT ALBERTON; PT LT 122 TOWN PLOT ALBERTON AS IN SLT20522; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0172 LT ✓
Description PCL 122-1 SEC ALBTP; PT LT 122 TOWN PLOT ALBERTON; PT LT 123 TOWN PLOT ALBERTON; PT LT 124 TOWN PLOT ALBERTON AS IN A61174 & SLT59568; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2222 LT ✓
Description LT 88 TOWNPLOT ALBERTON MCIRVINE; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0344 LT ✓
Description PCL 89-2 SEC ALBTP; PT LT 89 TOWN PLOT ALBERTON AS IN SLT49908; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2008 LT ✓
Description PCL 53-1 SEC ALBTP; PT LT 53 TOWN PLOT ALBERTON PT 6, 48R1559; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

Consideration

Consideration \$ 6,859,542.22

Claimant(s)

Name MBB POWER SERVICES INC.
Address for Service 2 Keefer Road
St. Catharines, ON L2M 7N9

I am the lien claimant and the facts stated in the claim for lien are true.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Abitibi-Consolidated Inc., 1155 Metcalfe Street, Montreal, Quebec Name and address of person to whom lien claimant supplied services or materials McBurney Corporation/McBurney Boiler Systems, 1650 International Court, Norcross, Georgia, USA 30095 Time within which services or materials were supplied from 2008/02/18 to 2008/12/05 Short description of services or materials that have been supplied Provision of equipment and labour for the installation of a Bio-Mass Boiler Contract price or subcontract price 12,592,758.89 plus GST thereon for a total of 13,156,246.84 Amount claimed as owing in respect of services or materials that have been supplied 6,859,542.22 plus GST thereon for a total of 7,202,519.33

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Schedule: See Schedules

Signed By

Nicholas Frank Ferguson 9th Floor 80 King St. PO Box 760 acting for Signed 2009 01 13
St. Catharines Applicant(s)
L2R 6Y8
Tel 9056884500
Fax 9056880015

Submitted By

CHOWN, CAIRNS LLP 9th Floor 80 King St. PO Box 760 2009 01 13
St. Catharines
L2R 6Y8
Tel 9056884500
Fax 9056880015

Fees/Taxes/Payment

Statutory Registration Fee \$60.00
Total Paid \$60.00

EXHIBIT P-4

Court File No. *CV-8/09*

**ONTARIO
SUPERIOR COURT OF JUSTICE**

In the matter of the Construction Lien Act, R.S.O. 1990, Chapter C.30

BETWEEN:

THE McBURNEY CORPORATION

Plaintiff

- and -

**ABITIBIBOWATER CANADA INC., ABITIBI-CONSOLIDATED INC., ABITIBI-
CONSOLIDATED COMPANY OF CANADA, WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: March *20*, 2009

Issued by

Jackie M. Mahan
Local registrar

Address of Court Office: Fort Frances Court House
333 Church Street P9A 1C9
Fort Frances, Ontario

TO: **ABITIBIBOWATER CANADA INC.**
c/o C. Vena at Ogilvy Renault LLP
200 Bay Street, Suite 3800
Royal Bank Plaza, South Tower
Toronto, Ontario M5J 2Z4

ABITIBI-CONSOLIDATED COMPANY OF CANADA
207 Queen's Quay West, Suite 680
Toronto, Ontario M5J 2P5

ABITIBI-CONSOLIDATED INC.
207 Queen's Quay West, Suite 680
Toronto, Ontario M5J 2P5

WELLS FARGO BANK, NATIONAL ASSOCIATION
213 Court Street, Suite 703
Middletown, Connecticut 06475
United States

CLAIM

1. THE PLAINTIFF CLAIMS:

- (a) Payment of the sum of \$1,408,082.46 United States Dollars ("USD") by the Defendants;
- (b) That in default of the payment by the Defendants, of the said sum of \$1,408,082.46 USD pursuant to section 121 of the *Courts of Justice Act*, plus interest and costs, all the estate and interest of the Defendants in the lands and premises described in the Claim for Lien be sold and the proceeds applied towards payment of the Plaintiff's claim as aforesaid, pursuant to the provisions of the *Construction Lien Act*, R.S.O. 1990, c.C.30;
- (c) Full priority over the mortgage in favour of the Defendant, Wells Fargo Bank, National Association ("Mortgage"), or alternatively, priority over the Mortgage to the extent of any deficiency in the holdbacks required to be retained, and in the addition, or in the alternative, to the extent that any of the Mortgage may be a prior mortgage under the Act, priority over such Mortgage to the extent that any portion advanced exceeded the actual value of the lands and premises hereinafter described at the time when the first lien arose, and/or in the further alternative, priority over such Mortgage to the extent of any unadvanced portions thereof, and/or in addition, or in the further alternative, priority to the extent of any advance made at a time when there was a preserved or perfected lien against the lands and premises hereinafter described, or after receipt of a written notice of lien;
- (d) A declaration that the Plaintiff has a lien upon the premises for the sum of \$1,408,082.46 USD;
- (e) For the purposes aforesaid and for all other purposes that all proper direction be given, enquiries made and accounts taken;
- (f) Pre-judgment and post-judgment interest pursuant to the *Court of Justice Act*;

(g) Costs of this action;

(h) Such further and other relief as the nature of the case may require and this Honourable Court may deem just.

2. The Plaintiff, The McBurney Corporation (hereinafter referred to as "McBurney") is a company duly incorporated under the laws of the State of Georgia in the United States of America. It carries on business in the United States of America and in the Province of Ontario as a full service organization that provides engineering, construction and maintenance services to the industrial steam and power plant industries.

3. The Defendant, AbitibiBowater Canada Inc. (hereinafter referred to as "AbitibiBowater") is a federally incorporated company in Canada where it carries on business as a world leader in the pulp and paper industry. AbitibiBowater employs approximately 16,000 employees and owns or operates 25 pulp and paper mills and 30 wood products facilities in North America and offshore, with pro forma 2007 annual revenues of close to US \$7 billion.

4. The Defendants, Abitibi-Consolidated Company of Canada (hereinafter referred to as "Abitibi-Consolidated Canada") and Abitibi-Consolidated Inc. are companies duly incorporated under the laws of the Province of Ontario where they carry on business in the pulp and paper industry.

5. The Defendant, Wells Fargo Bank, National Association, was at all material times a mortgagee of the lands described in the Claim for Lien.

6. On or about April 5, 2007, the Plaintiff entered into an agreement with the Abitibi Defendants whereby the Plaintiff agreed to supply materials and services in connection with the lands and premises described in the Claim for Lien.

7. The Plaintiff has completed part of its services under its Agreement with the Abitibi Defendant but the said Defendants have refused or neglected to pay the full amount which is due and owing to the Plaintiff for the materials and services supplied. The Plaintiff has

rendered invoices setting out full particulars of the work performed, leaving a total balance owing of \$1,408,082.46 USD.

8. By reason of supplying the services hereinbefore set out, the Plaintiff became and is entitled to a lien upon the estate or interest of the Defendants in the lands and premises for the sum of \$1,408,082.46 USD.

9. On the 19th day of March, 2009, the Plaintiff caused to be registered in the Land Titles Division of the Land Registry Office of Fort Frances, a Claim for Lien being Instrument Number RD13000, a copy of which is attached hereto as Schedule "A".

10. The Plaintiff states that the Defendant, Wells Fargo Bank, National Association, became a mortgagee for the lands and premises hereinbefore described by virtue of certain indenture mortgage.

11. The Plaintiff states that the mortgage hereinbefore referred to was given and taken by the Abitibi Defendants with the intention to secure the financing of the improvements herein, and the Plaintiff therefore claims that its lien has full priority over the said mortgage.

12. Alternatively, the Plaintiff has no knowledge of what, if any, advances have been made pursuant to the said mortgage, but claims priority to the extent that any advances have exceeded the actual value of the said lands and premises at the time the first lien arose or to the extent that there is any deficiency in the holdbacks required to be retained pursuant to the provisions of the *Construction Lien Act* or to the extent that any advances were made at the time when there was a preserved or perfected lien against the lands and premises.

13. The Plaintiff states that the charge, mortgage or security interest of the Wells Fargo Bank, National Association is secured not only in respect of the lands or part of the lands, but also against other assets, property or estates of the Defendants, or any of them. The Plaintiff states that the work, services, material and equipment supplied by it to the improvement on the lands have enhanced the value of the lands. In the circumstances, Wells Fargo Bank, National Association is required to enforce its charge, mortgage or security interest against other security, which is not the subject of the Plaintiff's lien, before being entitled to enforce its charge, mortgage or security interest against the lands and then subject to the prior

payment of the Plaintiff's lien herein. In the alternative, the Plaintiff states that it should be subrogated to the rights of Wells Fargo Bank, National Association under the charge, mortgage or security interest in respect of such other security and in this regard, the Plaintiff pleads and relies upon the doctrine of marshalling.

14. The lands referred to in paragraph 6 of the Statement of Claim, and which are more particularly described in the said Claim for Lien, are the lands owned by or controlled by the Abitibi Defendants, and are the lands for which the Plaintiff supplied its services at the request of, on behalf of, with the consent, and for the direct benefit, of the Defendants, herein and accordingly the Defendants, are and were, at all material times, the owner within the meaning of Section 1(1) of the *Construction Lien Act*, R.S.O. 1990, c.C.30 and as such is responsible for all the obligations imposed upon an owner by that statute.

15. The Plaintiff has demanded payment of the sum of \$1,408,082.46 USD from the Abitibi Defendants, but to date, they have refused or neglected to pay the same.

16. The Plaintiff proposes that this action be tried at the City of Fort Frances.

DATE OF ISSUE: March 20, 2009

GIBBS & ASSOCIATES

Barristers and Solicitors
150 York Street
Suite 1810
Toronto, Ontario
M5H 3S5

Kris Hutton - LSUC#: 4690 6D

Tel: (416) 361-0024
Fax: (416) 361-1992

Solicitors for the Plaintiff

Schedule A

LRO # 48 Construction Lien

Received as RD13000 on 2009 03 19 at 14:33

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 5

Properties

PIN 58018 - 2243 LT

Description PART OF SINCLAIR STREET AND PART OF PORTAGE AVENUE TOWN PLOT OF ALBERTON PART 1, 48R4149; FORT FRANCES S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8744; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8745; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD87 46; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8747; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 2007 LT

Description PCL 53-1 SEC ALBTP; PT LT 93 TOWN PLOT ALBERTON PT 4, 48R1559; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8746; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD87 47; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0345 LT

Description PCL 89-3 SEC ALBTP; LT 89 TOWN PLOT ALBERTON EXCEPT E 44 FT; LT 90 TOWN PLOT ALBERTON; LT 91 TOWN PLOT ALBERTON; LT 92 TOWN PLOT ALBERTON; LT 93 TOWN PLOT ALBERTON EXCEPT PT 4 48R1559; LT 94 TOWN PLOT ALBERTON; LT 115 TOWN PLOT ALBERTON SURFACE RIGHTS ONLY; LT 116 TOWN PLOT ALBERTON; LT 117 TOWN PLOT ALBERTON; LT 118 TOWN PLOT ALBERTON; LT 119 TOWN PLOT ALBERTON; W 16 FT LT 120 TOWN PLOT ALBERTON; S/T EASEMENT AS IN RD10831; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0189 LT

Description PCL 120-1 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON AS IN A84149; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0170 LT

Description PCL 120-2 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON; PT LT 121 TOWN PLOT ALBERTON AS IN SLT52343; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0171 LT

Description PCL 121-1 SEC ALBTP; PT LT 121 TOWN PLOT ALBERTON; PT LT 122 TOWN PLOT ALBERTON AS IN SLT20522; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 2222 LT

Description LT 88 TOWNPLOT ALBERTON MCIRVINE; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0344 LT

Description PCL 89-2 SEC ALBTP; PT LT 89 TOWN PLOT ALBERTON AS IN SLT49908; FORT FRANCES

Address FORT FRANCES

PIN 58018 - 0172 LT

Description PCL 122-1 SEC ALBTP; PT LT 122 TOWN PLOT ALBERTON; PT LT 123 TOWN PLOT ALBERTON; PT LT 124 TOWN PLOT ALBERTON AS IN A81174 & SLT59568; FORT FRANCES

Address FORT FRANCES

Properties

PIN 56018 - 2248 LT

Description BLK 2 PL SM149 MCIRVINE EXCEPT PT 1, 48R982 & PT 1, 2 & 3, 48R4138; LT 1-10, INCLUSIVE BLK 8 PL M74 MCIRVINE; PT FRONT ST TOWN PLOT ALBERTON AS CLOSED BY A57368; PT 1, 48R2964; PT UNDESIGNATED LANDS MCIRVINE PT 4, 5 & 6, 48R3453; T/W PT 1, RR144 AS IN SLT78461; T/W PT 2 & 3, 48R3287 AS IN A57698; S/T A26494, A57784, A59117; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138, PT 1 & 2, 48R4169 AS IN RD9877; S/T EASEMENT OVER PT 4, 5 & 6, 48R4138 IN FAVOUR OF PT BLK 2 PL SM1 48 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9878; S/T EASEMENT OVER PT 5, 7 & 8, 48R4138 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 SM 149 MCIRVINE AS IN RD9879; S/T EASEMENT IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9880; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 1 & 2, 48R4167 IN FAVOUR OF PT BLK 2 PL 149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PT 9, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 19, 48R4140 AND PT 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0083 LT

Description PCL 25754 SEC RAINY RIVER; PT UNDESIGNATED LANDS MCIRVINE PT 1, 2 & 3, 48R3463; PT FRONT ST TOWN PLOT ALBERTON PT 1, 48R3320 CLOSED BY BYLAW 33 REGISTERED AS A57368; S/T EASE OVER PT 2, 48R3463 AS IN A57764; S/T EASEMENT OVER PT 3, 48R4167 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; S/T EASEMENT OVER PT 4, 5, 6, 7 & 8, 48R4140 IN FAVOUR OF BLK 1 PL SM149 A S IN RD9886; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 2027 LT

Description PCL 1-2 SEC ALBTP; LOTS 1-11 TOWN PLOT ALBERTON; LOTS 17-55 TOWN PLOT ALBERTON EXCEPT PT 6 48R1559; LOTS 96-114 TOWN PLOT ALBERTON EXCEPT PT 3 48R1559; LOTS A, B, C, D, F, G, H TOWN PLOT ALBERTON; PT LOTS I & L TOWN PLOT ALBERTON PT 2 48R032; EXCEPT PT 1 48R3292; PT LOTS I, J & L TOWN PLOT ALBERTON PARTS 3, 4, 5, 6, 7, 10, 11, 12, 13, 16 & 17 48R832; BLK X IN FRONT OF TOWN PLOT ALBERTON; WATER POWER PCL NO.3 ALBERTON; WATER LOT 2 ALBERTON ABOVE THE FALLS; FRONT STREET TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF CHURCH ST & W LIMIT VICTORIA AV EXCEPT PT 1 48R2985 CLOSED BY BYLAW AS IN A47538, FF1568, FF532; PARTS 1-9 48R3451 CLOSED BY BYLAW AS IN A57368; PT FRONT ST COMMENCING AT THE NWLY ANGLE LT H TOWN PLOT ALBERTON, THENCE DUE W ALONG THE WLY PRODUCTION OF THE NWLY LIMIT OF LT H 73.81 FT MORE OR LESS TO THE WLY LIMIT IF FRONT ST THENCE S 26 DEGREES 37' E ALONG THE WLY LIMIT OF FRONT ST 5 6.73 FT, THENCE N 63 DEGREES 34' E 68 FT TO THE ELY LIMIT OF FRONT ST SAID ELY LIMIT BEING THE WLY LIMIT OF LT H, THENCE N 28 DEGREES 26' W ALONG THE ELY LIMIT OF FRONT ST 23.87 FT MORE OR LESS TO THE POC; MOWAT AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF NELSON ST CLOSED BY BYLAW SLT8463, SLT91464, A57369, A67370; PORTAGE AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF SINCLAIR ST CLOSED BY BYLAW AS IN FF532; SINCLAIR ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF PORTAGE AV CLOSED BY BYLAW AS IN FF532; HOLLAND ST TOWN PLOT ALBERTON CLOSED BY BYLAW FF532; NELSON ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF MOWAT AV CLOSED BY BYLAW FF532; SRO LOCATION FD 289 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3212; PT LOCATION FD 306 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3287; EXCEPT PARTS 1 & 2, 48R3873, FREEHOLD; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138, PT 1 & 2, 48R4169 AS IN RD9877; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 4 & 5, 48R4167 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PT 13 & 14, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 19, 48R4140 AND PT 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0107 LT

Description PCL 211-3 SEC ALBTP; LT 214 TOWN PLOT ALBERTON; LT 215 TOWN PLOT ALBERTON; LT 216 TOWN PLOT ALBERTON; LT 217 TOWN PLOT ALBERTON PT 2 & 3 48R2355; LT 219 TOWN PLOT ALBERTON PT 7 & 8 48R2355; PT LT 218 TOWN PLOT ALBERTON PT 6 & 8 48R2355; PT LT 220 TOWN PLOT ALBERTON PT 9 & 10 48R2355; FORT FRANCES

Address FORT FRANCES

Properties

PIN 56018 - 0110 LT
Description PCL 220-1 SEC ALBTP; LT 221 TOWN PLOT ALBERTON; PT LT 222 TOWN PLOT ALBERTON; PT LT 220 TOWN PLOT ALBERTON AS IN SLT52592 EXCEPT PT 10, 48R2355; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0109 LT
Description PCL 218-3 SEC ALBTP; FIRSTLY; PT MOWAT AVENUE TOWN PLOT ALBERTON FROM S LIMIT CHURCH ST TO S LIMIT PT MOWAT AV ABUTTING LT 218 CLOSED BY A78624 PT 5, 48R3853; SECONDLY; PT LT 218 TOWN PLOT ALBERTON CLOSED BY A78624 PT 6, 48R3853; THIRDLY; PT NELSON STREET TOWN PLOT ALBERTON CLOSED BY A78624 PT 7 & 8, 48R3853; S/T A40222, A78815; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0113 LT
Description PCL 222-3 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE WEST 50 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0168 LT
Description PCL 1-2 SEC ALBTP; FIRSTLY; PT LT I TOWN PLOT ALBERTON; PT LT J TOWN PLOT ALBERTON; LT K TOWN PLOT ALBERTON; PT LT L TOWN PLOT ALBERTON; PT FRONT ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A47638, PT 1 & 2 48R3873 SECONDLY; PT FRONT ST CLOSED BY BYLAW AS IN FF1844 PT 3 48R3873 THIRDLY; LT K CLOSED BY BYLAW AS IN A78624 PT 1 & 2 48R3853; FOURTHLY; PT CHURCH ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A78624 PT 3 48R3853 FIFTHLY; PT LT L CLOSED BY BYLAW AS IN A78624 PT 4 & 10, 48R3853 SIXTHLY; PT FRONT ST CLOSED BY BYLAW AS IN A78624 PT 9, 48R3853; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2016 LT
Description PCL 211-3 SEC ALBTP; LT 223 TOWN PLOT ALBERTON; LT 224 TOWN PLOT ALBERTON; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0114 LT
Description PCL 222-4 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 24 FEET OF THE WEST 100 FEET; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0111 LT
Description PCL 222-1 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON AS IN SLT5934; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0112 LT
Description PCL 222-2 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 30 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0312 LT
Description PCL 53-1 SEC ALBTP; PT LT 112 TOWN PLOT ALBERTON PT 3 48R1558; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0520 LT
Description PCL BLK 1-2 SEC SM149; BLK 3 PL SM149 MCIRVINE EXCEPT SLT45041; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2008 LT
Description PCL 53-1 SEC ALBTP; PT LT 53 TOWN PLOT ALBERTON PT 6, 48R1559; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

Consideration

Consideration \$ 1,408,082.48

Claimant(s)

Name THE MCBURNEY CORPORATION
Address for Service 1850 International CT., Suite 100,
Norcross, Georgia, United States 30091
Solicitors - Gibbs & Associates
Suite 1810, 150 York Street, Toronto, ON M5H 3S5

I, Blake MCBURNEY, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Blake MCBURNEY, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner ABITIBI-CONSOLIDATED INC., 207 QUEEN'S QUAY WEST, SUITE 680, TORONTO, ON M5J 2P5
Name and address of person to whom lien claimant supplied services or materials ABITIBI-CONSOLIDATED INC. AND
ABITIBI-CONSOLIDATED COMPANY OF CANADA, 207 QUEEN'S QUAY WEST, SUITE 680, TORONTO, ON M5J 2P5 Time within
which services or materials were supplied from 2007/04/05 to 2009/02/13 Short description of services or materials that have been
supplied MATERIALS AND SERVICES FOR THE CONSTRUCTION OF A BIOMASS BOILER Contract price or subcontract price
\$14,257,884.17 USD Amount claimed as owing in respect of services or materials that have been supplied \$1,408,082.48 USD

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Schedule: See Schedules

Signed By

Beverly Joan Church

RR # 4 3890 Line 7N
Coldwater
L0K 1E0acting for
Applicant(s)

Signed 2009 03 19

Tel 7058353907

Fax 7058359935

Submitted By

YORK REGION CONVEYANCING

RR # 4 3890 Line 7N
Coldwater
L0K 1E0

2009 03 19

Tel 7058353907

Fax 7058359935

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Claimant Client File Number :

09-0774

Continuation of Names and Addresses of Persons to Whom Lien Claimant Supplied
Services or Materials:

ABITIBOWATER CANADA INC., 200 BAY ST., SUITE 3800, TORONTO, ON
M5J 2Z4

THE LIEN AND CONTRACT AMOUNT ARE SET OUT IN UNITED STATES
DOLLARS.

EXHIBIT P-5

Court File No. *CV-9/09.*

ONTARIO
SUPERIOR COURT OF JUSTICE
In the matter of the Construction Lien Act, R.S.O. 1990, Chapter C.30

BEFORE:

McBURNEY POWER LIMITED

Plaintiff

- and -

ABITIBOWATER CANADA INC., ABITIBI-CONSOLIDATED INC., ABITIBI-
CONSOLIDATED COMPANY OF CANADA, WELLS FARGO BANK, NATIONAL
ASSOCIATION

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a Statement of Defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this Statement of Claim is served on you, if you are served in Ontario.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: March *20*, 2009

Issued by

Julie D. Mahon
Local registrar

Address of Court Office: Fort Frances Court House
333 Church Street P9A 1C9
Fort Frances, Ontario

TO: **ABITIBIBOWATER CANADA INC.**
c/o C. Vena at Ogilvy Renault LLP
200 Bay Street, Suite 3800
Royal Bank Plaza, South Tower
Toronto, Ontario M5J 2Z4

ABITIBI-CONSOLIDATED COMPANY OF CANADA
207 Queen's Quay West, Suite 680
Toronto, Ontario M5J 2P5

ABITIBI-CONSOLIDATED INC.
207 Queen's Quay West, Suite 680
Toronto, Ontario M5J 2P5

WELLS FARGO BANK, NATIONAL ASSOCIATION
213 Court Street, Suite 703
Middletown, Connecticut 06475
United States

CLAIM

1. THE PLAINTIFF CLAIMS:

- (a) Payment of the sum of \$9,872,008.77 by the Defendants;
- (b) That in default of the payment by the Defendants, of the said sum of \$9,872,008.77 pursuant to section 121 of the *Courts of Justice Act*, plus interest and costs, all the estate and interest of the Defendants in the lands and premises described in the Claim for Lien be sold and the proceeds applied towards payment of the Plaintiff's claim as aforesaid, pursuant to the provisions of the *Construction Lien Act*, R.S.O. 1990, c.C.30;
- (c) Full priority over the mortgage in favour of the Defendant, Wells Fargo Bank, National Association ("Mortgage"), or alternatively, priority over the Mortgage to the extent of any deficiency in the holdbacks required to be retained, and in the addition, or in the alternative, to the extent that any of the Mortgage may be a prior mortgage under the Act, priority over such Mortgage to the extent that any portion advanced exceeded the actual value of the lands and premises hereinafter described at the time when the first lien arose, and/or in the further alternative, priority over such Mortgage to the extent of any unadvanced portions thereof, and/or in addition, or in the further alternative, priority to the extent of any advance made at a time when there was a preserved or perfected lien against the lands and premises hereinafter described, or after receipt of a written notice of lien;
- (d) A declaration that the Plaintiff has a lien upon the premises for the sum of \$9,872,008.77;
- (e) For the purposes aforesaid and for all other purposes that all proper direction be given, enquiries made and accounts taken;
- (f) Pre-judgment and post-judgment interest pursuant to the *Court of Justice Act*;
- (g) Costs of this action;

(h) Such further and other relief as the nature of the case may require and this Honourable Court may deem just.

2. The Plaintiff, McBurney Power Limited (hereinafter referred to as "McBurney") is a company duly incorporated under the laws of the Province of British Columbia. It carries on business in the Province of Ontario and elsewhere as a full service organization that provides engineering, construction and maintenance services to the industrial steam and power plant industries.
3. The Defendant, AbitibiBowater Canada Inc. (hereinafter referred to as "AbitibiBowater") is a federally incorporated company in Canada where it carries on business as a world leader in the pulp and paper industry. AbitibiBowater employs approximately 16,000 employees and owns or operates 25 pulp and paper mills and 30 wood products facilities in North America and offshore, with pro forma 2007 annual revenues of close to US \$7 billion.
4. The Defendants, Abitibi-Consolidated Company of Canada (hereinafter referred to as "Abitibi-Consolidated Canada") and Abitibi-Consolidated Inc. are companies duly incorporated under the laws of the Province of Ontario where they carry on business in the pulp and paper industry.
5. The Defendant, Wells Fargo Bank, National Association, was at all material times a mortgagee of the lands described in the Claim for Lien.
6. On or about June 12, 2007 the Plaintiff entered into an agreement with the Abitibi Defendants whereby the Plaintiff agreed to supply labour and services in connection with the lands and premises described in the Claim for Lien.
7. The Plaintiff has completed part of its services under its Agreement with the Abitibi Defendant but the said Defendants have refused or neglected to pay the full amount which is due and owing to the Plaintiff for the materials and services supplied. The Plaintiff has rendered invoices setting out full particulars of the work performed, leaving a total balance owing of \$9,872,008.77.

8. By reason of supplying the services hereinbefore set out, the Plaintiff became and is entitled to a lien upon the estate or interest of the Defendants in the lands and premises for the sum of \$9,872,008.77.

9. On the 19th day of March, 2009, the Plaintiff caused to be registered in the Land Titles Division of the Land Registry Office of Fort Frances, a Claim for Lien being Instrument Number RD13001, a copy of which is attached hereto as Schedule "A".

10. The Plaintiff states that the Defendant, Wells Fargo Bank, National Association, became a mortgagee for the lands and premises hereinbefore described by virtue of certain indenture mortgage.

11. The Plaintiff states that the mortgage hereinbefore referred to was given and taken by the Abitibi Defendants with the intention to secure the financing of the improvements herein, and the Plaintiff therefore claims that its lien has full priority over the said mortgage.

12. Alternatively, the Plaintiff has no knowledge of what, if any, advances have been made pursuant to the said mortgage, but claims priority to the extent that any advances have exceeded the actual value of the said lands and premises at the time the first lien arose or to the extent that there is any deficiency in the holdbacks required to be retained pursuant to the provisions of the *Construction Lien Act* or to the extent that any advances were made at the time when there was a preserved or perfected lien against the lands and premises.

13. The Plaintiff states that the charge, mortgage or security interest of the Wells Fargo Bank, National Association is secured not only in respect of the lands or part of the lands, but also against other assets, property or estates of the Defendants, or any of them. The Plaintiff states that the work, services, material and equipment supplied by it to the improvement on the lands have enhanced the value of the lands. In the circumstances, Wells Fargo Bank, National Association is required to enforce its charge, mortgage or security interest against other security, which is not the subject of the Plaintiff's lien, before being entitled to enforce its charge, mortgage or security interest against the lands and then subject to the prior payment of the Plaintiff's lien herein. In the alternative, the Plaintiff states that it should be subrogated to the rights of Wells Fargo Bank, National Association under the charge,

mortgage or security interest in respect of such other security and in this regard, the Plaintiff pleads and relies upon the doctrine of marshalling.

14. The lands referred to in paragraph 6 of the Statement of Claim, and which are more particularly described in the said Claim for Lien, are the lands owned by or controlled by the Abitibi Defendants, and are the lands for which the Plaintiff supplied its services at the request of, on behalf of, with the consent, and for the direct benefit, of the Defendants, herein and accordingly the Defendants, are and were, at all material times, the owner within the meaning of Section 1(1) of the *Construction Lien Act*, R.S.O. 1990, c.C.30 and as such is responsible for all the obligations imposed upon an owner by that statute.

15. The Plaintiff has demanded payment of the sum of \$9,872,008.77 from the Abitibi Defendants, but to date, they have refused or neglected to pay the same.

16. The Plaintiff proposes that this action be tried at the City of Fort Frances.

DATE OF ISSUE: March 20, 2009

GIBBS & ASSOCIATES
Barristers and Solicitors
150 York Street
Suite 1810
Toronto, Ontario
M5H 3S5

Kris Hutton - LSUC#: 4690 6D
Tel: (416) 361-0024
Fax: (416) 361-1992

Solicitors for the Plaintiff

Schedule A

LRO # 48 Construction Lien

Received as RD13001 on 2009 03 19 at 14:33

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 5

Properties

PIN 56018 - 2243 LT

Description PART OF SINCLAIR STREET AND PART OF PORTAGE AVENUE TOWN PLOT OF ALBERTON PART 1, 48R4148; FORT FRANCES S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8744; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8745; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD87 46; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8747; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 2007 LT

Description PCL 53-1 SEC ALBTP; PT LT 93 TOWN PLOT ALBERTON PT 4, 48R1559; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8746; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD87 47; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0345 LT

Description PCL 89-3 SEC ALBTP; LT 89 TOWN PLOT ALBERTON EXCEPT E 44 FT; LT 90 TOWN PLOT ALBERTON; LT 91 TOWN PLOT ALBERTON; LT 92 TOWN PLOT ALBERTON; LT 93 TOWN PLOT ALBERTON EXCEPT PT 4 48R1559; LT 94 TOWN PLOT ALBERTON; LT 115 TOWN PLOT ALBERTON SURFACE RIGHTS ONLY; LT 116 TOWN PLOT ALBERTON; LT 117 TOWN PLOT ALBERTON; LT 118 TOWN PLOT ALBERTON; LT 119 TOWN PLOT ALBERTON; W 18 FT LT 120 TOWN PLOT ALBERTON; S/T EASEMENT AS IN RD10631; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0169 LT

Description PCL 120-1 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON AS IN A64149; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0170 LT

Description PCL 120-2 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON; PT LT 121 TOWN PLOT ALBERTON AS IN SLT52343; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0171 LT

Description PCL 121-1 SEC ALBTP; PT LT 121 TOWN PLOT ALBERTON; PT LT 122 TOWN PLOT ALBERTON AS IN SLT20522; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 2222 LT

Description LT 88 TOWNPLOT ALBERTON MCIRVINE; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0344 LT

Description PCL 88-2 SEC ALBTP; PT LT 89 TOWN PLOT ALBERTON AS IN SLT49908; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0172 LT

Description PCL 122-1 SEC ALBTP; PT LT 122 TOWN PLOT ALBERTON; PT LT 123 TOWN PLOT ALBERTON; PT LT 124 TOWN PLOT ALBERTON AS IN A81174 & SLT59568; FORT FRANCES

Address FORT FRANCES

LRO # 48 Construction Lien

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The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd. Page 2 of 6

Properties

PIN 55018 - 2248 LT

Description BLK 2 PL SM149 MCIRVINE EXCEPT PT 1, 48R882 & PT 1, 2 & 3, 48R4138; LT 1-10, INCLUSIVE BLK 8 PL M74 MCIRVINE; PT FRONT ST TOWN PLOT ALBERTON AS CLOSED BY A57368, PT 1, 48R2984; PT UNDESIGNATED LANDS MCIRVINE PT 4, 5 & 6, 48R3453; T/W PT 1, RR144 AS IN SLT78451; T/W PT 2 & 3, 48R3287 AS IN A57088; S/T A28494, A57704, A59117; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138, PT 1 & 2, 48R4189 AS IN RD9877; S/T EASEMENT OVER PT 4, 5 & 6, 48R4138 IN FAVOUR OF PT BLK 2 PL SM1 49 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9878; S/T EASEMENT OVER PT 5, 7 & 8, 48R4138 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 SM 149 MCIRVINE AS IN RD9879; S/T EASEMENT IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9880; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 1 & 2, 48R4187 IN FAVOUR OF PT BLK 2 PL 149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PT 9, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 18, 48R4140 AND PT 2, 5, 6 & 8, 48R4188 AS IN RD9886; FORT FRANCES

Address FORT FRANCES

PIN 55018 - 0083 LT

Description PCL 25754 SEC RAINY RIVER; PT UNDESIGNATED LANDS MCIRVINE PT 1, 2 & 3, 48R3453; PT FRONT ST TOWN PLOT ALBERTON PT 1, 48R3320 CLOSED BY BYLAW 36 REGISTERED AS A57368; S/T EASE OVER PT 2, 48R3453 AS IN A57784; S/T EASEMENT OVER PT 3, 48R4187 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; S/T EASEMENT OVER PT 4, 5, 6, 7 & 8, 48R4140 IN FAVOUR OF BLK 1 PL SM149 A S IN RD9885; FORT FRANCES

Address FORT FRANCES

PIN 55018 - 2027 LT

Description PCL 1-2 SEC ALBTP; LOTS 1-11 TOWN PLOT ALBERTON; LOTS 17-55 TOWN PLOT ALBERTON EXCEPT PT 8 48R1559; LOTS 85-114 TOWN PLOT ALBERTON EXCEPT PT 3 48R1559; LOTS A, B, C, D, F, G, H TOWN PLOT ALBERTON; PT LOTS I & L TOWN PLOT ALBERTON PT 2 48R832; EXCEPT PT 1 48R3292; PT LOTS I, J & L TOWN PLOT ALBERTON PARTS 3, 4, 5, 6, 7, 10, 11, 12, 13, 15 & 17 48R832; BLK X IN FRONT OF TOWN PLOT ALBERTON; WATER POWER PCL NO.3 ALBERTON; WATER LOT 2 ALBERTON ABOVE THE FALLS; FRONT STREET TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF CHURCH ST & W LIMIT VICTORIA AV EXCEPT PT 1 48R2985 CLOSED BY BYLAW AS IN A47536, FF1588, FF532; PARTS 1-9 48R3451 CLOSED BY BYLAW AS IN A57368; PT FRONT ST COMMENCING AT THE NWLY ANGLE LT H TOWN PLOT ALBERTON, THENCE DUE W ALONG THE WLY PRODUCTION OF THE NLY LIMIT OF LT H 73.81 FT MORE OR LESS TO THE WLY LIMIT IF FRONT ST THENCE S 28 DEGREES 37' E ALONG THE WLY LIMIT OF FRONT ST 5 9.73 FT, THENCE N 63 DEGREES 34' E 66 FT TO THE ELY LIMIT OF FRONT ST SAID ELY LIMIT BEING THE WLY LIMIT OF LT H, THENCE N 28 DEGREES 26' W ALONG THE ELY LIMIT OF FRONT ST 23.87 FT MORE OR LESS TO THE POC; MOWAT AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF NELSON ST CLOSED BY BYLAW SLT94543, SLT91464, A57369, A57370; PORTAGE AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF SINCLAIR ST CLOSED BY BYLAW AS IN FF532; SINCLAIR ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF PORTAGE AV CLOSED BY BYLAW AS IN FF532; HOLLAND ST TOWN PLOT ALBERTON CLOSED BY BYLAW FF532; NELSON ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF MOWAT AV CLOSED BY BYLAW FF532; SRO LOCATION FD 289 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3212; PT LOCATION FD 306 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3287; EXCEPT PARTS 1 & 2, 48R8878, FREEHOLD; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138, PT 1 & 2, 48R4169 AS IN RD9877; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 4 & 5, 48R4167 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PT 13 & 14, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 18, 48R4140 AND PT 2, 5, 6 & 8, 48R4188 AS IN RD9886; FORT FRANCES

Address FORT FRANCES

PIN 55018 - 0107 LT

Description PCL 211-3 SEC ALBTP; LT 214 TOWN PLOT ALBERTON; LT 215 TOWN PLOT ALBERTON; LT 216 TOWN PLOT ALBERTON; LT 217 TOWN PLOT ALBERTON PT 2 & 3 48R2355; LT 219 TOWN PLOT ALBERTON PT 7 & 8 48R2355; PT LT 218 TOWN PLOT ALBERTON PT 5 & 6 48R2355; PT LT 220 TOWN PLOT ALBERTON PT 9 & 10 48R2355; FORT FRANCES

Address FORT FRANCES

LRO # 48 Construction Lien

Recalpted as RD13001 on 2009 03 19 at 14:33

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 3 of 5

Properties

PIN 56018 - 0110 LT
Description PCL 220-1 SEC ALBTP; LT 221 TOWN PLOT ALBERTON; PT LT 222 TOWN PLOT ALBERTON; PT LT 220 TOWN PLOT ALBERTON AS IN SLT52592 EXCEPT PT 10, 48R2356; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0108 LT
Description PCL 218-3 SEC ALBTP; FIRSTLY; PT MOWAT AVENUE TOWN PLOT ALBERTON FROM S LIMIT CHURCH ST TO S LIMIT PT MOWAT AV ABUTTING LT 218 CLOSED BY A78824 PT 5, 48R3863; SECONDLY; PT LT 218 TOWN PLOT ALBERTON CLOSED BY A78824 PT 6, 48R3853; THIRDLY; PT NELSON STREET TOWN PLOT ALBERTON CLOSED BY A78824 PT 7 & 8, 48R3853; S/T A40222, A78815; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0113 LT
Description PCL 222-3 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE WEST 60 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0188 LT
Description PCL I-2 SEC ALBTP; FIRSTLY; PT LT I TOWN PLOT ALBERTON; PT LT J TOWN PLOT ALBERTON; LT K TOWN PLOT ALBERTON; PT LT L TOWN PLOT ALBERTON; PT FRONT ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A47535, PT 1 & 2 48R3873 SECONDLY; PT FRONT ST CLOSED BY BYLAW AS IN FF1844 PT 3 48R3873 THIRDLY; LT K CLOSED BY BYLAW AS IN A78824 PT 1 & 2 48R3853; FOURTHLY; PT CHURCH ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A78824 PT 3 48R3853 FIFTHLY; PT LT L CLOSED BY BYLAW AS IN A78824 PT 4 & 10, 48R3853 SIXTHLY; PT FRONT ST CLOSED BY BYLAW AS IN A78824 PT 9, 48R3853; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2018 LT
Description PCL 211-3 SEC ALBTP; LT 223 TOWN PLOT ALBERTON; LT 224 TOWN PLOT ALBERTON; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0114 LT
Description PCL 222-4 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 24 FEET OF THE WEST 100 FEET; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0111 LT
Description PCL 222-1 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON AS IN SLT8934; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0112 LT
Description PCL 222-2 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 30 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0312 LT
Description PCL 53-1 SEC ALBTP; PT LT 112 TOWN PLOT ALBERTON PT 3 48R1559; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

PIN 56019 - 0520 LT
Description PCL BLK 1-2 SEC SM149; BLK 3 PL SM149 MCIRVINE EXCEPT SLT45041; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2008 LT
Description PCL 53-1 SEC ALBTP; PT LT 53 TOWN PLOT ALBERTON PT 6, 48R1559; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

LRO # 48 Construction Lien

Received as RD13001 on 2009 03 19 at 14:33

The applicant(s) hereby applies to the Land Registrar,

yyyy mm dd Page 4 of 5

Consideration

Consideration \$ 9,872,008.77

Claimant(s)

Name MCBURNEY POWER LIMITED
Address for Service 1650 International CT., Suite 100,
Norcross, Georgia, United States 30091
Solicitors - Gibbs & Associates
Suite 1810, 150 York Street, Toronto, ON M5H 3S5

I, Blake MCBURNEY, am the agent of the lien claimant and have informed myself of the facts stated in the claim for lien and believe them to be true.

I, Blake MCBURNEY, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner ABITIBI-CONSOLIDATED INC., 207 QUEEN'S QUAY WEST., SUITE 680, TORONTO, ONTARIO M5J 2P5 Name and address of person to whom lien claimant supplied services or materials ABITIBI-CONSOLIDATED INC. AND ABITIBI-CONSOLIDATED COMPANY OF CANADA, 207 QUEEN'S QUAY WEST., SUITE 680, TORONTO, ON M5J 2P5 Time within which services or materials were supplied from 2007/08/12 to 2009/03/19 Short description of services or materials that have been supplied LABOUR AND SERVICES FOR CONSTRUCTION OF A BIOMASS BOILER Contract price or subcontract price \$14,931,976.56 CDN Amount claimed as owing in respect of services or materials that have been supplied \$9,872,008.77 CDN

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Schedule: See Schedules

Signed By

Beverly Joan Church

RR # 4 3990 Line 7N
Coldwater
LOK 1EDacting for
Applicant(s)

Signed 2009 03 19

Tel 7058353907

Fax 7058359936

Submitted By

YORK REGION CONVEYANCING

RR # 4 3990 Line 7N
Coldwater
LOK 1ED

2009 03 19

Tel 7058353907

Fax 7058359936

Fees/Taxes/Payment

Statutory Registration Fee \$50.00

Total Paid \$50.00

Continuation of Names and Addresses of Persons to Whom Lien Claimant Supplied
Services or Materials:

ABITIBOWATER CANADA INC., 200 BAY ST., SUITE 3800, TORONTO, ON
M5J 2Z4

McBurney Power Limited
Plaintiff

and
AbitibiBowater Canada Inc., et al.
Defendants

Court File No: CV - 989

ONTARIO
SUPERIOR COURT OF JUSTICE
In the Matter of the *Construction Lien Act*,
R.S.O. 1990, c. C. 30

Proceeding commenced at Fort Frances

STATEMENT OF CLAIM

GIBBS & ASSOCIATES
Barristers and Solicitors
150 York Street
Suite 1810
Toronto, Ontario
M5H 3S5

Kris Hutton - LSUC#: 4690 6D
Tel: (416) 361-0024
Fax: (416) 361-1992

Solicitors for the Plaintiff

EXHIBIT P-6

Court File No. *CV-5/09*

ONTARIO SUPERIOR COURT OF JUSTICE

(at Fort Frances)

**IN THE MATTER OF the *Construction Lien Act*,
R.S.O. 1990, chapter C.30, as amended**

B E T W E E N:

MBB POWER SERVICES INC.

Plaintiff

- and -

**MCBURNEY CORPORATION, ABITIBI-CONSOLIDATED INC.,
and WELLS FARGO BANK, NATIONAL ASSOCIATION**

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANTS

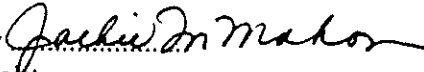
A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the Plaintiff. The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence if Form 18A prescribed by the Rules of Civil Procedure, serve it on the Plaintiff's lawyer or, where the Plaintiff does not have a lawyer, serve it on the Plaintiff, and file it, with proof of service, in this Court office, **WITHIN TWENTY DAYS** after this Statement of Claim is served on you, if you are served in Ontario.

**IF YOU WISH TO DEFEND THIS PROCEEDING, BUT ARE UNABLE TO
PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A
LOCAL LEGAL AID OFFICE.**

**IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE
GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO
YOU.**

DATE: February ²³~~20~~, 2009

Issued by 
Local Registrar

Address of Court Office: Fort Francis

**TO: MCBURNEY CORPORATION
1650 International Court
Norcross, Georgia, USA
30095**

**AND TO: ABITIBI-CONSOLIDATED INC.
1155 Metcalfe Street
Suite 800
Montreal, Quebec
H3B 5H2**

**AND TO: WELLS FARGO BANK, NATIONAL ASSOCIATION
Corporate Trust Services
213 Court Street, Suite 703
Middletown, Connecticut, USA
06457**

CLAIM

1. The Plaintiff claims:

- (a) payment of the sum of \$6,715,146.47 plus GST thereon for a total of \$7,050,903.80, which sum is due and owing to the Plaintiff by the Defendants or any of them;
- (b) payment of interest on the said sum from dates of the invoices rendered to the Defendant, pursuant to the provisions of the agreement, practice within the industry or the *Courts of Justice Act*, R.S.O. 1990 c. C-43 as am.
- (c) payment of its costs of this action by the Defendants on a substantial indemnity basis.
- (d) for the purpose aforesaid and for all other purposes, that all proper directions be given, inquiries made and accounts taken;
- (e) in default of payment of the aforesaid amount or amounts, plus costs (and GST), that all of the estate and interest of the. as general partner for Abitibi-Consolidated Inc. in the Lands, as herein defined, be sold and the proceeds applied toward the payment of the Plaintiff's claim costs GST and interest, pursuant to the provisions of the Act;
- (f) an order for priority over the mortgage registered against the premises in favour of the Defendant Wells Fargo Bank, National Association;
- (f) in the alternative, the plaintiff claims payment from the proceeds of any moneys paid into court or posted with the court to vacate the within claim for lien and any other claims for lien registered against the Lands as herein defined; and,
- (g) such further and other relief as the nature of this case may require.

2. The Plaintiff, MBB Power Services Inc. ("MBB"), is a corporation incorporated pursuant to the laws of the Province of Ontario and carries on the business of the supply, installation and erection of power generation components with its main facility at 2 Keefer Rd., St. Catharines in the Regional Municipality of Niagara, Ontario.

3. The Defendant, Abitibi-Consolidated Inc. ("Abitibi") is the registered owner of the facility located at Fort Francis, District of rainy River, Ontario (the "Lands") against

which the within Claim for Lien is registered, and which are fully described therein.

4. The Defendant Wells Fargo, National Association is the Mortgagee in a certain Mortgage registered against the Lands being instrument # RD10478 in the land registry office of the Land Registry division of Rainy River (#48) at Fort Frances, Land Titles division.
5. The Defendant, McBurney Corporation ("McBurney") is a Corporation with offices located at 1650 International Court, Norcross, Georgia, USA 30095 and is in the business *inter alia* of the design, build, supply and or manufacture, project management of heat transfer products including but not limited to Bio-mass boilers.
6. Pursuant to an agreement between Abitibi and McBurney, particulars of which are not fully known to MBB, but which will be provided prior to trial, McBurney agreed to, design, provide all materials for the construction and erect one Bio-mass boiler to be located at the facility of Abitibi located at Fort Francis, District of Rainy River, Ontario, Canada.
7. Pursuant to a written (McBurney) Purchase Order , numbered 107010-001 and dated February 4th, 2008 (the "Agreement"), MBB agreed to provide all erection labour (the "Work") for the mechanical erection of one 510,000 PPH wood/gas Bio-mass Boiler at the Abitibi premises in Fort Frances, Ontario for the sum of CDN \$7,245,000.00 plus GST with a takeout price for refractory of \$150,000.00. Subsequently, McBurney elected to remove the refractory from the MBB scope of work and thus the revised contract price was \$7,095,000.00 plus GST thereon.
8. MBB states and the facts are that the McBurney purchase order was based on the McBurney request(s) for quotation dated 4/9/2007 and 5/1/2007 and proposals,

commercial terms and exceptions as submitted by MBB and discussed with “Blake McBurney”.

9. MBB States and the facts are that it was an express or implied term of the Agreement that:
 - (a) [McBurney], prior to the start of the work was to have provided “... site specific information to permit compliance with regulations respecting control of exposure to biological or chemical agents made under the Occupational Health and Safety Act and any other environmental protection statutes. In the even that compliance affect[ed] the project cost or schedule, the additional costs including all mark ups will be to [McBurney's] account”;
 - (b) the work day consisted of “working one shift only, 10 hours per day, Monday through Friday exclusive of weekends of statutory holidays...”;
 - (c) [a]ll civil, electrical was excluded from the Work;
 - (d) [a]ll extra work will be charged and invoices per MBB power Services standard cost plus rates and mark-ups; and,
 - (e) all material to be erected by MBB were to be supplied by Mc Burney free issue to MBB in accordance with the drawings and specifications set out in the Agreement.

Additional Work and/or Extra Costs

10. MBB commenced the work on or about February 18th, 2008 as required by McBurney. however, the civil part of the project (excluded form the Work) on the bio-mas boiler, including but not limited to the structural steel, was not completed and MBB were unable

to commence Work as planned, expected and provided for in the Agreement. As a result, MBB experienced inefficiencies and delays the cost for which are for the account of McBurney at the rates and mark-up set out in the Agreement.

11. During the conduct of the Work and on repeated occasions, the work area became so polluted by hazardous fumes emitted from a stack on the Abitibi premises that all the MBB workers were required, pursuant to the provisions of the Occupational Health Act, Ontario, to stop work and vacate the area for considerable periods of time. MBB states and the facts are that it was not advised of the aforesaid environmental condition by McBurney (or any other person) and that such was not foreseeable in any event. As a direct result of the aforesaid environmental conditions and resulting work stoppages MBB experienced significant additional or extra costs in "downtime", inefficiencies and additional remedial work and premium time work, which costs are all for the account of McBurney at the rates and mark-up set out in the Agreement.
12. MBB states and the facts are that throughout the prosecution of the work, it liaised regularly with the representatives of both Abitibi and McBurney who at all material times were (a) fully aware of the environmental condition that prevented the progress of the work (b) aware as to the nature and duration of the conditions preventing the progress of the work and, (c) were aware that such conditions would and did affect the progress of the work. In addition, on numerous occasions MBB was requested by McBurney to, work at premium times to "catch-up" the schedule, for the benefit of McBurney and Abitibi or either of them.
13. In addition, materials which were to be supplied to MBB under the Agreement to be

incorporated into the Work according to the drawings and specifications were supplied with deficiencies and required re-work on site by MBB in order to be incorporated into the boiler to meet the specifications. MBB states and the facts are that within a reasonable time of learning of the deficiencies in the material supplied by McBurney, MBB advised McBurney of the nature of the said deficiency and received the instruction from McBurney to remedy such deficiency. Accordingly McBurney is liable to MBB for the cost of such remedial work at the rates set out in the Agreement.

14. As a result of the significant delays on account of the delay in completing the civil/structural work, the environmental conditions and the deficient materials supplied by McBurney, none of which problems were in any way caused by MBB, MBB was requested by McBurney and or Abitibi, or either of them, to proceed with the work at premium time rates the cost of which is for the account of McBurney.
15. In the alternative and in the event that this honourable court finds that the said extra and or additional work set out herein was not performed at the express authorization and knowledge of McBurney, then MBB pleads and relies on the doctrine of quantum merit.
16. During the course of the Work, MBB sent out invoices for the total work done under the provisions of the Agreement as follows:

(a) base contract	\$7,095,000.00 plus GST
(b) additional work as set out above	\$5,290,363.15 plus GST
For a total of	\$12,385, 363.15 plus GST
GST thereon	\$ 619,286.16
Total Including GST	\$13,004,631.31

17. MBB States and the facts are that McBurney has paid to MBB the sum of \$5,953, 727.71 leaving owing the sum of \$7,050,903.80 which has not been paid despite demands therefor.
18. MBB completed the Work (including the extra or additional work) on or about December 5th, 2008.
19. On or about January 13th, 2008, the Plaintiff caused to be registered a Claim for Lien in the Registry Office for the Land Titles Division of Rainy River (#48) at Fort Frances as Instrument # RD 12650 against the lands and premises described in Schedule "A" attached thereto, a copy of which Claim for Lien is attached hereto as Exhibit "A".
20. The lands referred to in paragraph three of this Statement of Claim and which are more particularly described in the said Claim for Lien hereinbefore set forth, and as set out in Schedule A attached hereto, are the lands occupied by Abitibi, and are the lands for which the Plaintiff furnished the within services and provided the within services as aforementioned.
21. By Instrument No. RD10478, registered on the 1st, day of April , 2007, , in the Registry Office for the Land Registry Division of Rainy River (No. 48), at Fort Frances, the Defendant, Abitibi., Mortgaged the lands and premises described in the Claim for Lien, in favour of the Defendant, Wellas Fargo Bank, National Association, to secure payment of the sum of the Nine Hundred Million dollars (\$900,000,000.00). In the alternative, the Plaintiff states that the said mortgage was given by the Defendant, Abitibi with the intention to secure the financing of the improvements to the lands made, inter alia, by the Plaintiff, and the Plaintiff therefore claims that its lien has full priority over the mortgage

to the extent of any deficiency in the holdbacks required to be retained by the Defendant, Abitibi. In the alternative, the said mortgage in favour of the said Defendant Wells Fargo, National Association, was registered after the time when the first lien arose in favour of the Plaintiff and the Plaintiff's lien has priority over the said mortgage to the extent of the deficiency in the holdback required to be retained by the Defendant, Abitibi. In the further alternative the Plaintiff alleges that the said mortgage was fully advanced to the Defendant, Abitibi, on the February 18th, 2008, which said advance was, at the date upon which the Lien first arose in relation to the said lands and premises, in excess of the actual value of the said lands and premises. Therefore the Plaintiff claims priority over the said mortgage of the Defendant, Wells Fargo, National Association, to the extent that the said advance of nin hundred million dollars exceeded the actual value of the said lands and premises at the time the Lien first arose.

22. The Plaintiff proposes that this action be tried at the City of Fort Frances, in the District of Rainy River.

DATE: February 20, 2009

CHOWN, CAIRNS LLP
Barristers and Solicitors
80 King Street, P.O. Box 760
St. Catharines, Ontario L2R 6Y8
(905) 688-4500

Nicholas Ferguson
Solicitor for the Plaintiff

Properties

PIN 56018 - 2246 LT ✓

Description BLK 2 PL SM149 MCIRVINE EXCEPT PT 1, 48R982 & PT 1, 2 & 3, 48R4138; LT 1-10, INCLUSIVE BLK 8 PL M74 MCIRVINE; PT FRONT ST TOWN PLOT ALBERTON AS CLOSED BY A57368, PT 1, 48R2964; PT UNDESIGNATED LANDS MCIRVINE PT 4, 5 & 6, 48R3453; T/W PT 1, RR144 AS IN SLT78451; T/W PT 2 & 3, 48R3287 AS IN A57698; S/T A26494, A57784, A59117; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138, PT 1 & 2, 48R4169 AS IN RD9877 ; S/T EASEMENT OVER PT 4, 5 & 6, 48R4138 IN FAVOUR OF PT BLK 2 PL SM1 49 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9878; S/T EASEMENT OVER PT 5, 7 & 8, 48R4138 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9879; S/T EASEMENT IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9880; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 1 & 2, 48R4167 IN FAVOUR OF PT BLK 2 PL 149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PT 9, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 19, 48R4140 AND PT 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES

Address FORT FRANCES

PIN 56019 - 0520 LT ✓

Description PCL BLK 1-2 SEC SM149; BLK 3 PL SM149 MCIRVINE EXCEPT SLT45041; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 0083 LT ✓

Description PCL 25754 SEC RAINY RIVER; PT UNDESIGNATED LANDS MCIRVINE PT 1, 2 & 3, 48R3453; PT FRONT ST TOWN PLOT ALBERTON PT 1, 48R3320 CLOSED BY BYLAW 35 REGISTERED AS A57368; S/T EASE OVER PT 2, 48R3453 AS IN A57784; S/T EASEMENT OVER PT 3, 48R4167 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVIN E PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; S/T EASEMENT OVER PT 4, 5, 6, 7 & 8, 48R4140 IN FAVOUR OF BLK 1 PL SM149 A S IN RD9885; FORT FRANCES

Address FORT FRANCES

PIN 56018 - 2027 LT ✓

Description PCL 1-2 SEC ALBTP; LOTS 1-11 TOWN PLOT ALBERTON; LOTS 17-55 TOWN PLOT ALBERTON EXCEPT PT 6 48R1559; LOTS 95-114 TOWN PLOT ALBERTON EXCEPT PT 3 48R1559; LOTS A, B, C, D, F, G, H TOWN PLOT ALBERTON; PT LOTS I & L TOWN PLOT ALBERTON PT 2 48R832; EXCEPT PT 1 48R3292; PT LOTS I, J & L TOWN PLOT ALBERTON PARTS 3, 4, 5, 6, 7, 10, 11, 12, 13, 16 & 17 48R832; BLK X IN FRONT OF TOWN PLOT ALBERTON; WATER POWER PCL NO.3 ALBERTON; WATER LOT Z ALBERTON ABOVE THE FALLS; FRONT STREET TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF CHURCH ST & W LIMIT VICTORIA AV EXCEPT PT 1 48R2985 CLOSED BY BYLAW AS IN A47536, FF1568, FF532; PARTS 1 -9 48R3451 CLOSED BY BYLAW AS IB A57368; PT FRONT ST COMMENCING AT THE NWLY ANGLE LT H TOWN PLOT ALBERTON, THENCE DUE W ALONG THE WLY PRODUCTION OF THE NLY LIMIT OF LT H 73.81 FT MORE OR LESS TO THE WLY LIMIT IF FRONT ST THENCE S 26 DEGREES 37' E ALONG THE WLY LIMIT OF FRONT ST 5 6.73 FT, THENCE N 63 DEGREES 34' E 66 FT TO THE ELY LIMIT OF FRONT ST SAID ELY LIMIT BEING THE WLY LIMIT OF LT H, THENCE N 26 DEGREES 26' W ALONG THE ELY LIMIT OF FRONT ST 23.87 FT MORE OR LESS TO THE POC; MOWAT AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF NELSON ST CLOSED BY BYLAW SLT94643, SLT91464, A57369, A57370; PORTAGE AV TOWN PLOT ALBERTON LYING S OF THE S LIMIT OF SINCLAIR ST CLOSED BY BYLAW AS IN FF532; SINCLAIR ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF PORTAGE AV CLOSED BY BYLAW AS IN FF532; HOLLAND ST TOWN PLOT ALBERTON CLOSED BY BYLAW FF532; NELSON ST TOWN PLOT ALBERTON LYING W OF THE W LIMIT OF MOWAT AV CLOSED BY BYLAW FF532; SRO LOCATION FD 289 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3212; PT LOCATION FD 306 ALBERTON BEING PT OF THE BED OF RAINY RIVER IN FRONT OF FRONT ST, PT 1 48R3287; EXCEPT PARTS 1 & 2, 48R3873, FREEHOLD; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 3, 48R4138, PT 1 & 2, 48R4169 AS IN RD9877; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9881; T/W EASEMENT OVER PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AS IN RD9882; S/T EASEMENT OVER PT 4 & 5, 48R4167 IN FAVOUR OF PT BLK 2 PL SM149 MCIRVINE PT 1, 2 & 3, 48R4138 AND BLK 1 PL SM149 MCIRVINE AS IN RD9883; T/W EASEMENT OVER BLK 1 PL SM149 MCIRVINE AS IN RD9884; S/T EASEMENT OVER PT 13 & 14, 48R4140 IN FAVOUR OF BLK 1 PL SM149 MCIRVINE AS IN RD9885; T/W EASEMENT OVER PT BLK 1 PL SM149 MCIRVINE PT 19, 48R4140 AND PT 2, 5, 6 & 8, 48R4168 AS IN RD9886; FORT FRANCES

Address FORT FRANCES

Properties

PIN 56018 - 0107 LT ✓
Description PCL 211-3 SEC ALBTP; LT 214 TOWN PLOT ALBERTON; LT 215 TOWN PLOT ALBERTON; LT 216 TOWN PLOT ALBERTON; LT 217 TOWN PLOT ALBERTON PT 2 & 3 48R2355; LT 219 TOWN PLOT ALBERTON PT 7 & 8 48R2355; PT LT 218 TOWN PLOT ALBERTON PT 5 & 6 48R2355; PT LT 220 TOWN PLOT ALBERTON PT 9 & 10 48R2355; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0110 LT ✓
Description PCL 220-1 SEC ALBTP; LT 221 TOWN PLOT ALBERTON; PT LT 222 TOWN PLOT ALBERTON; PT LT 220 TOWN PLOT ALBERTON AS IN SLT52592 EXCEPT PT 10, 48R2355; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0109 LT ✓
Description PCL 218-3 SEC ALBTP; FIRSTLY; PT MOWAT AVENUE TOWN PLOT ALBERTON FROM S LIMIT CHURCH ST TO S LIMIT PT MOWAT AV ABUTTING LT 218 CLOSED BY A78624 PT 5, 48R3853; SECONDLY; PT LT 218 TOWN PLOT ALBERTON CLOSED BY A78624 PT 6, 48R3853; THIRDLY; PT NELSON STREET TOWN PLOT ALBERTON CLOSED BY A78624 PT 7 & 8, 48R3853; S/T A40222, A78815; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0113 LT ✓
Description PCL 222-3 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE WEST 50 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0168 LT ✓
Description PCL I-2 SEC ALBTP; FIRSTLY; PT LT I TOWN PLOT ALBERTON; PT LT J TOWN PLOT ALBERTON; LT K TOWN PLOT ALBERTON; PT LT L TOWN PLOT ALBERTON; PT FRONT ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A47536, PT 1 & 2 48R3873 SECONDLY; PT FRONT ST CLOSED BY BYLAW AS IN FF1844 PT 3 48R3873 THIRDLY; LT K CLOSED BY BYLAW AS IN A78624 PT 1 & 2 48R3853; FOURTHLY, PT CHURCH ST TOWN PLOT ALBERTON CLOSED BY BYLAW AS IN A78624 PT 3 48R3853 FIFTHLY; PT LT L CLOSED BY BYLAW AS IN A78624 PT 4 & 10, 48R3853 SIXTHLY; PT FRONT ST CLOSED BY BYLAW AS IN A78624 PT 9, 48R3853; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2016 LT ✓
Description PCL 211-3 SEC ALBTP; LT 223 TOWN PLOT ALBERTON; LT 224 TOWN PLOT ALBERTON; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0114 LT ✓
Description PCL 222-4 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 24 FEET OF THE WEST 100 FEET; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0111 LT ✓
Description PCL 222-1 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON AS IN SLT5934; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0112 LT ✓
Description PCL 222-2 SEC ALBTP; PT LT 222 TOWN PLOT ALBERTON BEING THE EAST 30 FEET IN PERPENDICULAR DEPTH; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0312 LT ✓
Description PCL 53-1 SEC ALBTP; PT LT 112 TOWN PLOT ALBERTON PT 3 48R1559; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 3, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

Properties

PIN 56018 - 2243 LT ✓
Description PART OF SINCLAIR STREET AND PART OF PORTAGE AVENUE TOWN PLOT OF ALBERTON PART 1, 48R4149; FORT FRANCES S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8744; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8745; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD87 46; S/T EASEMENT OVER PART 1, 48R4149 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2007 LT ✓
Description PCL 53-1 SEC ALBTP; PT LT 93 TOWN PLOT ALBERTON PT 4, 48R1559; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD8746; S/T EASEMENT OVER PART 4, 48R1559 AS IN RD87 47; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0345 LT ✓
Description PCL 89-3 SEC ALBTP; LT 89 TOWN PLOT ALBERTON EXCEPT E 44 FT; LT 90 TOWN PLOT ALBERTON; LT 91 TOWN PLOT ALBERTON; LT 92 TOWN PLOT ALBERTON; LT 93 TOWN PLOT ALBERTON EXCEPT PT 4 48R1559; LT 94 TOWN PLOT ALBERTON; LT 115 TOWN PLOT ALBERTON SURFACE RIGHTS ONLY; LT 116 TOWN PLOT ALBERTON; LT 117 TOWN PLOT ALBERTON; LT 118 TOWN PLOT ALBERTON; LT 119 TOWN PLOT ALBERTON; W 16 FT LT 120 TOWN PLOT ALBERTON; S/T EASEMENT AS IN RD10531; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0169 LT ✓
Description PCL 120-1 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON AS IN A64149; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0170 LT ✓
Description PCL 120-2 SEC ALBTP; PT LT 120 TOWN PLOT ALBERTON; PT LT 121 TOWN PLOT ALBERTON AS IN SLT52343; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0171 LT ✓
Description PCL 121-1 SEC ALBTP; PT LT 121 TOWN PLOT ALBERTON; PT LT 122 TOWN PLOT ALBERTON AS IN SLT20522; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0172 LT ✓
Description PCL 122-1 SEC ALBTP; PT LT 122 TOWN PLOT ALBERTON; PT LT 123 TOWN PLOT ALBERTON; PT LT 124 TOWN PLOT ALBERTON AS IN A61174 & SLT59568; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2222 LT ✓
Description LT 88 TOWNPLOT ALBERTON MOIRVINE; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 0344 LT ✓
Description PCL 89-2 SEC ALBTP; PT LT 89 TOWN PLOT ALBERTON AS IN SLT49908; FORT FRANCES
Address FORT FRANCES

PIN 56018 - 2008 LT ✓
Description PCL 53-1 SEC ALBTP; PT LT 53 TOWN PLOT ALBERTON PT 6, 48R1559; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8744; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8745; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD87 46; S/T EASEMENT OVER PART 6, 48R1559 AS IN RD8747; FORT FRANCES
Address FORT FRANCES

Consideration

Consideration \$ 6,859,542.22

Claimant(s)

Name MBB POWER SERVICES INC.

Address for Service 2 Keefer Road
St. Catharines, ON L2M 7N9

I am the lien claimant and the facts stated in the claim for lien are true.

This document is not authorized under Power of Attorney by this party.

Statements

Name and Address of Owner Abitibi-Consolidated Inc., 1155 Metcalfe Street, Montreal, Quebec Name and address of person to whom lien claimant supplied services or materials McBurney Corporation/McBurney Boiler Systems, 1650 International Court, Norcross, Georgia, USA 30095 Time within which services or materials were supplied from 2008/02/18 to 2008/12/05 Short description of services or materials that have been supplied Provision of equipment and labour for the installation of a Bio-Mass Boiler Contract price or subcontract price 12,592,758.89 plus GST thereon for a total of 13,156,246.84 Amount claimed as owing in respect of services or materials that have been supplied 6,859,542.22 plus GST thereon for a total of 7,202,519.33

The lien claimant claims a lien against the interest of every person identified as an owner of the premises described in said PIN to this lien

Schedule: See Schedules

Signed By

Nicholas Frank Ferguson

9th Floor 80 King St. PO Box 760
St. Catharines
L2R 6Y8acting for
Applicant(s)

Signed 2009 01 13

Tel 9056884500

Fax 9056880015

Submitted By

CHOWN, CAIRNS LLP

9th Floor 80 King St. PO Box 760
St. Catharines
L2R 6Y8

2009 01 13

Tel 9056884500

Fax 9056880015

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

Construction Lien Act, 1990

CLAIM FOR LIEN

Under Section 34 of the Act

Name of Lien Claimant: MBB POWER SERVICES INC..
Address for service: 2 Keefer Rd., St. Catharines Ontario L2M 7N9
Name of Owner: Abitibi-Consolidated Inc.
Address: 1155 Metcalfe St., Montreal Quebec
Name of Mortgagee: Wells Fargo Bank, National Association
Address: Corporate Trust Services, 213 Court St., Suite 703, Middletown, Ct. USA.
Name of Person to whom lien claimant supplied services or materials: McBurney Corporation / McBurney Boiler Systems
Address: 1650 International Court, Norcross, Georgia, USA 30095

Time within which services or material were supplied:

from February 18th, 2008 to December 5th, 2008
(date supply commenced) (date work completed)

Short description of services or material that have been supplied:
Provision of equipment and labour for the installation of a Bio-Mass Boiler

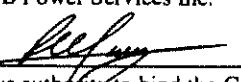
Contract Price is Cdn. \$12,592,758.89 plus GST thereon for a total of 13,156,246.84.

Amount claimed as owing in respect of services and materials that have been supplied is:
Cdn. \$6,859,542.22 plus GST thereon for a total of \$7,202,519.33.

The lien claimant claims a lien against the interest of every person identified above as an owner of the premises described in Schedule "A" to this claim for lien.

Dated: 13th, January 2009

MBB Power Services Inc.

Per: 

I have authority to bind the Corporation

AFFIDAVIT OF VERIFICATION OF LIEN CLAIM

UNDER SECTION 34 OF THE ACT

I, Robert Murray, of the City of St. Catharines, in the Regional Municipality of Niagara, make oath and say as follows:-

1. I am the manager of the lien claimant named in the attached claim for lien.
2. I have informed myself of the facts stated in the claim for lien, and I believe those facts to be true.

SWORN before me at the City of
St. Catharines, in the Regional
Municipality of Niagara, this
13th, day of January 2009

~~Robert Murray~~

~~A~~ Commissioner, etc.

SCHEDULE "A"

Court File No.:

MBB POWER SERVICES INC.

- and -

**MCBURNEY CORPORATION, ABITIBI-CONSOLIDATED INC.,
and WELLS FARGO BANK, NATIONAL ASSOCIATION**

Plaintiff

Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE
(Action commenced at Fort Frances)

STATEMENT OF CLAIM

CHOWN, CAIRNS
Barristers and Solicitors
80 King Street, P.O. Box 760
St. Catharines, ON L2R 6Y8

Telephone: (905) 688-4500
Facsimile: (905) 688-0015

Nicholas F. Ferguson
LSUC #294701
Solicitors for the Plaintiff

EXHIBIT P-7

EXHIBIT P-7

A copy of the *Construction Lien Act*, Ontario, available on the web at:

http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_90c30_e.htm

No. 500-11-036133-094

COUR SUPERIOR COURT

(Commercial Division)

DISTRICT OF MONTREAL

IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF:

ABITIBIBOWATER INC.

-and-

ABITIBI-CONSOLIDATED INC.

-and-

BOWATER CANADIAN HOLDINGS INC.

-and-

The other Petitioners listed on Schedules "A", "B" and "C"

Respondents

-vs-

THE MCBURNEY CORPORATION

-and-

McBURNEY POWER LIMITED

-and-

MBB POWER SERVICES INC.

-and-

ERNST & YOUNG INC.

Petitioners

Mise-en-Cause

MOTION TO VARY, RESCIND AND/OR SEEK OTHER
RELIEF IN RESPECT OF AMENDED INITIAL ORDER,
PETITIONERS' LIST OF EXHIBITS & EXHIBITS P-1
to P-7 INCLUSIVE

ORIGINAL

Me Gerald F. Kandestin
O/F: 4787-01/GFK/dp

KUGLER KANDESTIN

AVOCATS • ATTORNEYS

S.E.N.C.R.L. • LLP

1 Place Ville Marie, Suite 2101
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BG 0132