

EXHIBIT P-4

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CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No. : 500-11-036133-094

SUPERIOR COURT

Commercial Division
(Sitting as a court designated pursuant
to the
Companies' Creditors Arrangement Act,
R.S.C., c. C-36, as amended)

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 herein

Petitioners

And

ERNST & YOUNG INC.,

Monitor

[DRAFT] CERTIFICATE OF THE MONITOR

TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT,
SITTING IN COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL

DISTRICT OF MONTRÉAL, THE MONITOR RESPECTFULLY SUBMITS THE FOLLOWING:

1. On April 17, 2009, this Honourable Court issued an order (as amended and restated, the "**Initial Order**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") in respect of (i) Abitibi-Consolidated Inc. ("**ACI**") and subsidiaries thereof (collectively with ACI, the "**Abitibi Petitioners**")¹; (ii) Bowater Canadian Holdings Inc. and subsidiaries thereof (collectively, the "**Bowater Petitioners**")² and (iii) certain partnerships.³
2. On April 16, 2009, AbitibiBowater Inc. ("**ABH**"), Bowater Inc. and certain of their U.S. and Canadian subsidiaries filed voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code, in the United States Bankruptcy Court for the District of Delaware and on April 17, 2009, ABH and the certain Petitioners (collectively with ABH, the "**18.6 Petitioners**" and collectively with the Abitibi Petitioners and the Bowater Petitioners, the "**Petitioners**")⁴ obtained orders under s. 18.6 of the CCAA in respect of the Chapter 11 Proceedings.
3. Pursuant to the Initial Order, Ernst & Young Inc. was appointed as the monitor (the "**Monitor**") to supervise the restructuring proceedings undergone by the Petitioners in virtue of the CCAA.

¹ The Abitibi Petitioners are Abitibi-Consolidated Inc., Abitibi-Consolidated Company of Canada, 3224112 Nova Scotia Limited, Marketing Donohue Inc., Abitibi-Consolidated Canadian Office Products Holdings Inc., 3834328 Canada Inc., 6169678 Canada Incorporated., 4042140 Canada Inc., Donohue Recycling Inc., 1508756 Ontario Inc., 3217925 Nova Scotia Company, La Tuque Forest Products Inc., Abitibi-Consolidated Nova Scotia Incorporated, Saguenay Forest Products Inc., Terra Nova Explorations Ltd., The Jonquière Pulp Company, The International Bridge and Terminal Company, Scramble Mining Ltd. and 9150-3383 Québec Inc.

² The Bowater Petitioners are Bowater Canadian Holdings Incorporated., Bowater Canada Finance Corporation, Bowater Canadian Limited, 3231378 Nova Scotia Company, AbitibiBowater Canada Inc., Bowater Canada Treasury Corporation, Bowater Canadian Forest Products Inc., Bowater Shelburne Corporation, Bowater LaHave Corporation, St. Maurice River Drive Company Limited, Bowater Treated Wood Inc., Canexel Hardboard Inc., 9068-9050 Québec Inc., Alliance Forest Products (2001) Inc., Bowater Belledune Sawmill Inc., Bowater Maritimes Inc., Bowater Mitis Inc., Bowater Guérette Inc. and Bowater Couturier Inc.

³ The partnerships are Bowater Canada Finance Limited Partnership, Bowater Pulp and Paper Canada Holdings Limited Partnership and Abitibi-Consolidated Finance LP.

⁴ The 18.6 Petitioners are AbitibiBowater Inc., AbitibiBowater US Holding 1 Corp., Bowater Ventures Inc., Bowater Incorporated, Bowater Nuway Inc., Bowater Nuway Mid-States Inc., Catawba Property Holdings LLC, Bowater Finance Company Inc., Bowater South American Holdings Incorporated, Bowater America Inc., Lake Superior Forest Products Inc., Bowater Newsprint South LLC, Bowater Newsprint South Operations LLC, Bowater Finance II, LLC, Bowater Alabama LLC and Coosa Pines Golf Club Holdings LLC.

4. Pursuant to an Order issued on August 4, 2009, this Court approved:

- (a) a certain *Purchase and Sale Agreement – Mauricie Timberland Assets* dated as of July 27, 2009, between ACI and Abitibi-Consolidated Company of Canada ("ACCC"), as vendors, and Solifor Mauricie, Société en commandite ("**Solifor Mauricie**") as purchaser, as amended by letter agreement dated July 29, 2009 among the same parties (the "**Mauricie Agreement**");
- (b) a certain *Purchase and Sale Agreement - Charlevoix Timberland Assets* dated as of July 27, 2009, between ACI and ACCC, as vendors, and Solifor Charlevoix-Saguenay, Société en Commandite ("**Solifor Charlevoix**") as purchaser, as amended by letter agreement dated July 29, 2009 among the same parties (the "**Charlevoix Agreement**"); and
- (c) a certain *Purchase and Sale Agreement – Côte-Nord Timberland Assets* dated as of July 27, 2009, between ACCC, as vendor, and 3908666 Canada Inc. ("**3908666**") as purchaser, as amended by letter agreement dated July 29, 2009 among the same parties (the "**Côte-Nord Agreement**");

(Solifor Mauricie, Solifor Charlevoix and 390866 are collectively referred to as the "**Purchasers**").

- 5. Unless otherwise indicated, all capitalized terms herein shall have the meanings set out in the Mauricie Agreement, the Charlevoix Agreement and the Côte-Nord Agreement (collectively referred to as the "**Agreements**").
- 6. The aforementioned Court Order provided that the Petitioners could obtain leave to apply to the Court for the vesting in the Purchasers of all of ACI and ACCC's right, title and interest in and to the Purchased Properties upon delivery by the Monitor of a certificate confirming that:
 - (i) the Purchase Price for the Purchased Properties has been paid in escrow by the Purchasers;
 - (ii) the deeds of conveyance for the Purchased Properties have been registered as provided in the Agreements, with no adverse entries;
 - (iii) the conditions to Closing as set out in the Agreements, other than the issuance of the Court Order and Final Judgment, have been satisfied or waived by the Monitor and/or the Purchasers; and
 - (iv) closing of the transactions contemplated in each of the Agreements is

to be effective upon issuance of said Court Order and Final Judgment.

THE MONITOR CERTIFIES the following:

- A. The Purchase Price for the Purchased Properties has been paid in escrow by the Purchasers;
- B. The deeds of conveyance for the Purchased Properties have been registered as provided in the Agreements, with no adverse entries;
- C. The conditions to Closing as set out in the Agreements, other than the issuance of the Court Order and Final Judgment, have been satisfied; and
- D. Closing of the transactions contemplated in each of the Agreements is to be effective upon issuance of said Court Order and Final Judgment.
- E. This Certificate was delivered by the Monitor at ____ [TIME] on ____ [DATE].

Ernst & Young Inc. in its capacity as the monitor for the restructuring proceedings under the *Companies' Creditors Arrangement Act* of AbitibiBowater Inc., Abitibi-Consolidated Inc., Bowater Canadian Holdings Inc. and the other Petitioners listed herein, and not in its personal capacity

By: _____
Name:
Title:

(Sitting as a court designated pursuant to the Companies' Creditors Arrangement Act)

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

ABITIBIBOWATER INC. et al

- and -

ERNST & YOUNG INC.

Monitor

BS0350

n/dos.: 041053-1170

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