

Montréal, July 29, 2009

3908666 Canada Inc.
9 rue Westco
St-François, New Brunswick
E7A 1A5

Attention: M. Thomas Soucy

- and -

Solifor Charlevoix-Saguenay, société en commandite
a/s Gestion Solifor Inc.
5700, rue J.B.-Michaud
Bureau 440
Lévis, Quebec G6V 0B1

Attention: M. Raynald Arial

RE: Purchase and Sale Agreement – Côte-Nord

Dear Sirs:

Reference is made to the Purchase and Sale Agreement entered into on July 27, 2009 between Abitibi-Consolidated Company of Canada, as vendor, and 3908666 Canada Inc., as purchaser, to which Solifor Charlevoix-Saguenay, société en commandite intervened (the “**Agreement**”). All capitalized terms used but not defined herein shall have the meaning ascribed thereto in the Agreement.

We hereby propose to amend the Agreement as follows:

(i) Section 1.1(j) of the Agreement is deleted and replaced by the following text:

“**Closing Date**” means the later of (i) August 26, 2009 and (ii) twenty-two (22) calendar days from the date of the initial decision of the Superior Court of Quebec approving the Agreements; or at such other date as the Parties may agree.

(ii) Section 1.1(v) of the Agreement is deleted and replaced by the following text:

"Hearing Date" means the date scheduled by the Quebec Superior Court for the presentation of the motion requesting the Court Order, as same shall have been notified in writing by the Vendors to the Purchaser and which shall not be in any event earlier than August 4, 2009.

(iii) Section 1.1(pp) of the Agreement is deleted and replaced by the following text:

"Title Due Diligence Date" means August 21, 2009.

the whole to become effective on the date of your acceptance below.

If the foregoing is acceptable, please so signify by signing and returning the enclosed duplicate copy of this Amending Letter to the attention of Claude St-Laurent, Senior Legal Counsel, by fax (no. 514.394.3644) or by courier.

Yours truly,

**ABITIBI-CONSOLIDATED COMPANY OF
CANADA**

Per: _____

Name: Pierre Rougeau

Title: Executive Vice President,
Operations and Sales

ACKNOWLEDGEMENT AND ACCEPTANCE

The terms and conditions of the foregoing are hereby acknowledged and accepted by 3908666 Canada Inc.

Signed in QUEBEC CITY, this 29 day of July 2009.

3908666 CANADA INC.

Per: _____

Name: Thomas Soucy

Title: President

ME MICHEL LANGLAIS, ATTORNEY
DULY AUTHORIZED BY MR. THOMAS
SOUCY.

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(iii) Section 1.1(pp) of the Agreement is deleted and replaced by the following text:

"Title Due Diligence Date" means August 21, 2009.

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If the foregoing is acceptable, please so signify by signing and returning the enclosed duplicate copy of this Amending Letter to the attention of Claude St-Laurent, Senior Legal Counsel, by fax (no. 514.394.3644) or by courier.

Yours truly,

**ABITIBI-CONSOLIDATED COMPANY OF
CANADA**

Per: Pierre Rougeau
Name: Pierre Rougeau
Title: Executive Vice President,
Operations and Sales

ACKNOWLEDGEMENT AND ACCEPTANCE

The terms and conditions of the foregoing are hereby acknowledged and accepted by 3908666 Canada Inc.

Signed in _____, this _____ day of July 2009.

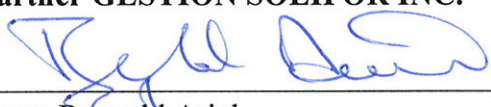
3908666 CANADA INC.

Per: _____
Name: Thomas Soucy
Title: President

The terms and conditions of the foregoing are hereby acknowledged and accepted by Solifor Charlevoix-Saguenay, société en commandite.

Signed in QUÉBEC, this 29 day of July 2009.

**SOLIFOR CHARLEVOIX-SAGUENAY,
SOCIÉTÉ EN COMMANDITE per its
general partner GESTION SOLIFOR INC.**

Per: 

Name: Raynald Arial

Title: President