AMENDED AND RESTATED WAIVER AND RELEASE

WHEREAS Smurfit-Stone Container Canada Inc. ("SSCCI") has entered into an asset purchase agreement dated April 30, 2009 (the "APA") with the Société Générale de Financement du Québec for the sale of the Freehold Immoveables (as such expression is defined in that certain Asset Acquisition Agreement made on the 15th of June 1994 by and between Avenor Inc. ("Avenor") and St. Laurent Paperboard Inc./Cartons St-Laurent Inc. ("St-Laurent"), the "1994 Agreement");

WHEREAS Bowater Canadian Forest Products Inc. ("BCFPI") is the successor in right, title and interest of Avenor and SSCCI is the successor in right, title and interest of St-Laurent;

WHEREAS BCFPI holds certain rights in respect of the Freehold Immoveables under the 1994 Agreement; and

WHEREAS BCFPI and SSCCI have entered into a letter agreement dated September 30, 2008 (the "Letter Agreement") pursuant to which BCFPI has agreed, among other matters, to waive all its rights, title and interest in respect of the Freehold Immoveables in order to permit the sale by SSCCI of the Freehold Immoveables;

WHEREAS the parties intend to amend, restate and replace the waiver and release dated July 22, 2009 entered into between AbitibiBowater Inc., for itself and on behalf of its direct and undirect subsidiaries, and SSCCI (the "Initial Waiver and Release");

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS that, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, BCFPI does hereby fully, finally and forever irrevocably:

(i) waive any and all rights, title and interest in and to the Freehold Immoveables including, without limitation, any and all such rights, title and interest arising under the 1994 Agreement and in particular but without limiting the generality of the foregoing, Section 5.1 of the 1994 Agreement: and

(ii) remise, release and discharge SSCCI, its shareholders, affiliates, directors and officers of and from, without limitation, all **(y)** past, present and future manners and nature of action, causes of action, claims, demands, suits and proceedings under contracts, at law, in equity or otherwise, and **(z)** past, present and future liabilities, deeds, debts, dues, duties, indemnities, contracts, penalties, fines, interest, losses and damages whatsoever, known and unknown, direct and indirect, in all instances under (y) and (z) arising out of or in connection with the APA, any rights, title and interest in and to the Freehold Immoveables, and under the 1994 Agreement.

This Waiver and Release shall become effective concurrently with the closing of the transactions set forth in the APA and payment of amounts due in accordance with the Letter Agreement.

This Waiver and Release is a transaction pursuant to articles 2631 and following of the *Civil Code of Québec*.

This Waiver and Release shall in all respects be governed by, and construed in accordance with, the laws in force in the Province of Quebec, to the exclusion of its conflict of laws rules, and federal laws of Canada applicable therein.

From the date of the Initial Waiver and Release (as defined in the recitals), this Waiver and Release hereby amends, restates and replaces the Initial Waiver and Release in its entirety, without novation of the Initial Waiver and Release, and evidences the agreement of the parties, from the date of the Initial Waiver and Release, with respect to the matters which are the subject of the Initial Waiver and Release and this Waiver and Release.

The provisions of this Waiver and Release shall be binding upon the undersigned and its successors and assigns.

IN WITNESS WHEREOF the undersigned has duly accepted and executed this Waiver and Release on this 13th day of August, 2009 as conclusively evidenced by the signature of its duly authorized representative below.

BOWATER CANADIAN FOREST PRODUCTS INC.

Witness

per: