

AMENDED AND RESTATED TERMINATION AGREEMENT

THIS AMENDED AND RESTATED TERMINATION AGREEMENT (the "Termination Agreement") is entered into this _____ day of August, 2009,

BETWEEN: SMURFIT-STONE CONTAINER CANADA INC., a
corporation duly incorporated pursuant to the laws
of Nova Scotia,

(hereinafter referred to as "SSCCI")

AND: ABITIBI-CONSOLIDATED INC., a corporation duly
incorporated pursuant to the laws of Canada

(hereinafter referred to as "ACI")

AND: BOWATER CANADIAN FOREST PRODUCTS
INC., a corporation duly incorporated pursuant to
the laws of Nova Scotia

(hereinafter referred to as "BCFPI", and ACI and
AND: BCFPI collectively referred to as "ABH")

(Hereinafter collectively referred to as the "**Parties**")

WHEREAS SSCCI has entered into an asset purchase agreement dated April 30, 2009 (the "APA") with the Société Générale de Financement du Québec (the "Purchaser") for the sale of, among others assets, 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. and St. Laurent Paperboard Inc./Cartons St-Laurent Inc.);

WHEREAS it is an express closing condition of the APA in favour of the Purchaser that the Supply Contracts (as defined in the APA) be terminated, including a renunciation by ABH to any and all prepaid cutting rights and reserved volumes of wood in connection therewith under the Supply Contracts (as defined hereinafter);

WHEREAS the parties intend to amend, restate and replace that termination agreement dated July 22, 2009 entered into between AbitibiBowater Inc. and its subsidiaries, and SSCCI (the "Initial Termination Agreement");

WHEREAS the Parties agree that their interests are best served by entering into this Termination Agreement in respect of the Supply Contracts and any and all rights, past, present and future, thereunder.

NOW, THEREFORE, for other good and valuable consideration, ABH and SSCCI agree to the following terms and conditions:

1. PREAMBLE

The preamble of this Termination Agreement forms an integral part hereof, as if recited at length herein.

2. RESTATEMENT AND REPLACEMENT

From the date of the Initial Agreement, the Initial Agreement is hereby amended, restated and replaced in its entirety, without novation of the Initial Agreement. From the date of this Agreement, this Agreement will evidence the agreement of the parties from the date of the Initial Agreement with respect to the matters which are the subject of the Initial Agreement and this Agreement.

3. TERMINATIONS

The Parties hereby terminate and cancel the supply contracts (the "Supply Contracts"), namely the:

- A. *Contrat de vente de bois sur pied* (50-3VP-01) between SSCCI and ACI dated November 25, 2001; and
- B. *Contrat de vente de bois sur pied* (50-6VP-01) between SSCCI and BCFPI dated June 3, 2002.

each as amended, restated or supplemented, as applicable.

4. WAIVER, RELEASE AND RENUNCIATION

ACI and BCFPI, for themselves and for and on behalf of their respective successors and assigns, do hereby fully, finally and forever irrevocably:

- A. waive any and all manners and nature of rights under, in connection with, and arising from the Supply Contracts including, without limitation, any and all rights, title and interest in the cutting or harvesting of trees, wood and volumes of wood of all types and sizes, including that any of them that may have paid or prepaid to SSCCI under the Supply Contracts in order to preserve their right to cut and harvest such volumes of wood and trees at any given point in time; and
- B. 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 the Supply Contracts, at law, in equity or otherwise in any way related to the Supply Contracts, and (z) past, present and future liabilities, deeds, debts, dues, duties, indemnities, penalties, fines, interest, losses and damages whatsoever, known and unknown, direct and indirect, pursuant to, in any way arising out of or in connection with the Supply Contracts.

5. GENERAL PROVISIONS

Effective Time. This Termination Agreement shall become effective concurrently with the closing of the transactions set forth in the APA.

Transaction. This Termination Agreement is a transaction pursuant to articles 2631 and following of the *Civil Code of Québec*.

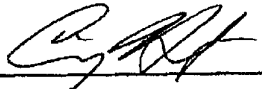
Successors and Assigns. Each of the parties represents that it has the capacity and authority to enter into this Termination Agreement and perform its obligations hereunder. This Termination Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and assigns.

Applicable Laws. This Termination Agreement 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.

Entire Agreement. This Termination Agreement constitutes the entire agreement among the Parties hereto with respect to the matters set forth herein and supersedes all other verbal or oral agreements, understandings and undertakings between the Parties hereto relating to the subject matter hereof.

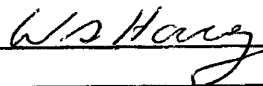
IN WITNESS WHEREOF the Parties have executed this Termination Agreement.

SMURFIT-STONE CONTAINER CANADA INC.

By: 
Title: _____

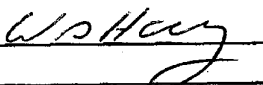
I/WE have authority to bind the Corporation.

ABITIBI-CONSOLIDATED INC.

By: 
Title: _____

I/WE have authority to bind the Corporation.

BOWATER CANADIAN FOREST PRODUCTS INC.

By: 
Title: _____

I/WE have authority to bind the Corporation.