PIÈCE/EXHIBIT
SW-3
Borden Ladner Gervais
514-879-1212

Execution C

AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE

THIS AGREEMENT OF RESIGNATION, APPOINTMENT AND ACCEPTANCE, dated as of April 16, 2009 by and among Abitibi-Consolidated Company of Canada, a company amalgamated under the laws of the province of Quebec, Canada and having its principal office at 1155 Metcalfe Street, Suite 800 Montreal, Quebec Canada H3B 5H2 (the "Company"), U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office at 60 Livingston Avenue, EP-MN-WS3C, St. Paul, MN 55107-2292 ("Successor Trustee") and Wells Fargo Bank, N.A., a national banking association duly organized and existing under the laws of the United States of America and having a corporate trust office at 45 Broadway, 14th Floor, New York, New York 10006 ("Resigning Trustee"). Capitalized terms used herein but not defined shall have the meaning ascribed to such terms in the Indenture (as defined below).

RECITALS:

WHEREAS, there are currently $413,000,000 aggregate principal amount of the Company's 13.75% Senior Secured Notes due 2011 (the "Securities") outstanding under an Indenture, dated as of April 1, 2008, by and between the Company and Resigning Trustee (the "Indenture");

WHEREAS, the Company appointed Resigning Trustee as the Trustee, Registrar, collateral trustee and Paying Agent under the Indenture;

WHEREAS, pursuant to Section 7.08 of the Indenture, the Trustee may at any time resign with respect to the Securities by giving written notice of such resignation to the Company, effective upon the acceptance by a successor Trustee of its appointment as a successor Trustee;

WHEREAS, pursuant to Section 7.08 of the Indenture provides that, upon the Trustee's resignation, the Company shall promptly appoint a successor Trustee;

WHEREAS, pursuant to Section 7.08 of the Indenture, any successor Trustee appointed in accordance with the Indenture shall execute, acknowledge and deliver to the Company and to its predecessor Trustee an instrument accepting such appointment under the Indenture, and thereupon the resignation of the predecessor Trustee shall become effective and such successor

Trustee, without any further act, deed or conveyance, shall become vested with all rights, powers and duties of the predecessor Trustee;

WHEREAS, in accordance with Section 7.08 of the Indenture, the Resigning Trustee has given written notice to the Company that it is resigning as Trustee, Registrar and Paying Agent under the Indenture;

WHEREAS, the Resigning Trustee also serves as Collateral Trustee (in that capacity, "Collateral Trustee") under the terms of that certain Collateral Trust Agreement dated as of April 1, 2008 (as amended, the "Collateral Trust Agreement");

WHEREAS, in accordance with Section 7.08 of the Indenture, the Company desires to appoint Successor Trustee as successor Trustee, Registrar, Collateral Trustee and Paying Agent to succeed Resigning Trustee in such capacities under the Indenture and the Collateral Trust Agreement; and

WHEREAS, Successor Trustee is willing to accept such appointment as successor Trustee, Registrar, Collateral Trustee and Paying Agent under the Indenture and Collateral Trust Agreement;

NOW, THEREFORE, the Company, Resigning Trustee and Successor Trustee, for and in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby consent and agree as follows:

1

THE RESIGNING TRUSTEE

1.1 In accordance with Section 7.08 of the Indenture and Section 6.1 of the Collateral Trust Agreement, Resigning Trustee has by letter notified the Company that Resigning Trustee is resigning as Trustee, Registrar and Paying Agent under the Indenture and as Collateral Trustee under the Collateral Trust Agreement.

1.2 Resigning Trustee hereby represents and warrants to Successor Trustee that:

(a) To the best knowledge of responsible officers of Resigning Trustee's corporate trust department, no covenant or condition contained in the Indenture or Collateral Trust Agreement has been waived by Resigning

Trustee or by the Holders of the percentage in aggregate principal amount of the Securities required by the Indenture to effect any such waiver.

(b) To the best knowledge of responsible officers of Resigning Trustee's corporate trust department, there is no action, suit or proceeding pending or, threatened against Resigning Trustee before any court or any governmental authority arising out of any act or omission of Resigning Trustee as Trustee under the Indenture or as Collateral Trustee under the Collateral Trust Agreement.

(c) The Resigning Trustee holds no moneys or property under the Indenture except for Collateral held by it as Collateral Trustee.

(d) Pursuant to Section 2.03 of the Indenture, Resigning Trustee has duly authenticated and delivered the Securities, all which are outstanding as of the effective date hereof.

(e) The registers in which it has registered and transferred registered Securities accurately reflect the amount of Securities issued and outstanding and the amounts payable thereon.

(f) Each person who so authenticated the Securities was duly elected, qualified and acting as an officer or authorized signatory of Resigning Trustee and empowered to authenticate the Securities at the respective times of such authentication and the signature of such person or persons appearing on such Securities is each such person's genuine signature.

(g) This Agreement has been duly authorized, executed and delivered on behalf of Resigning Trustee and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

(h) To the best knowledge of responsible officers of the Resigning Trustee's corporate trust department, no event has occurred and is continuing which is, or after notice or lapse of time would become, an Event of Default under Section 6.01 of the Indenture except for any Defaults or Events of Default resulting from (i) the nonpayment of interest on April 1, 2009 and

(ii) the Company's filing for creditor protection under the Companies' Creditors Arrangement Act in Canada.

(i) In its capacity as Collateral Trustee, the Resigning Trustee has duly performed all duties under the Collateral Trust Agreement up to the effective date and has not received any notices pursuant to the Intercreditor Agreement as defined in the Collateral Trust Agreement.

1.3 Resigning Trustee hereby assigns, transfers, delivers and confirms to Successor Trustee all right, title and interest of Resigning Trustee in and to the trust under the Indenture, the Collateral Trust Agreement and all the rights, powers and duties of the Trustee under the Indenture, the other Note Documents, the Intercreditor Agreement and all other instruments, documents and agreements referenced therein or related thereto. Resigning Trustee shall execute and deliver any further instruments and shall do any other things as Successor Trustee may reasonably request in writing so as to more fully and certainly vest and confirm in Successor Trustee all the rights, powers and duties hereby assigned, transferred, delivered and confirmed to Successor Trustee as Trustee, Registrar and Paying Agent.

1.4 Resigning Trustee shall deliver to Successor Trustee, as of or promptly after the effective date hereof, all of the documents listed on Exhibit A hereto. Pursuant to Section 6.3 of the Collateral Trust Agreement Resigning Trustee shall (at the expense of the Company) promptly transfer to the Successor Trustee in its capacity as successor Collateral Trustee all Liens (as defined in the Collateral Trust Agreement) and collateral security and other property of the Trust Estate (as defined in the Collateral Trust Agreement) within its possession or control to the possession or control of the successor Collateral Trustee and will execute instruments and assignments as may be necessary or desirable or reasonably requested by the successor Collateral Trustee to transfer to the successor Collateral Trustee all Liens, interests, rights, powers and remedies of the predecessor Collateral Trustee in respect of the Security Documents or the Trust Estate.

THE COMPANY

2.1 The Company hereby accepts the resignation of Resigning Trustee as Trustee, Registrar and Paying Agent under the Indenture in accordance with Section 7.08 of the Indenture and as Collateral Trustee under the Collateral Trust Agreement.

2.2 In accordance with Section 7.08 of the Indenture, the Company hereby certifies that it has duly authorized certain officers of the Company to: (a) accept Resigning Trustee's resignation as Trustee, Registrar and Paying Agent under the Indenture and as Collateral Trustee under the Collateral Trust Agreement; (b) appoint Successor Trustee as Trustee, Registrar and Paying Agent under the Indenture and as Collateral Trustee under the Collateral Trust Agreement; and (c) execute and deliver such agreements and other instruments as may be necessary or desirable to effectuate the succession of Successor Trustee as Trustee, Registrar and Paying Agent under the Indenture and as Collateral Trustee under the Collateral Trust Agreement.

2.3 The Company hereby appoints Successor Trustee as Trustee, Registrar and Paying Agent under the Indenture to succeed to, and hereby vests Successor Trustee with, all the rights, powers and duties of Resigning Trustee under the Indenture with like effect as if originally named as Trustee, Registrar and Paying Agent in the Indenture. The Company also hereby appoints Successor Trustee as Collateral Trustee under the Collateral Trust Agreement and hereby vests Successor Trustee with, all the rights, powers and duties of Resigning Trustee under the Collateral Trust Agreement with like effect as if originally named as Collateral Trustee in the Collateral Trust Agreement.

2.4 The Company hereby represents and warrants to Resigning Trustee and Successor Trustee that:

(a) The Company is a company amalgamated under the laws of the province of Quebec, Canada.

(b) The Indenture was validly and lawfully executed and delivered by the Company and the Securities were validly issued by the Company.

(c) Except as set forth in (d) below, the Company has performed or fulfilled prior to the date hereof, and will continue to perform and fulfill after the date hereof, each covenant, agreement, condition, obligation and responsibility under the Indenture and Collateral Trust Agreement.

(d) No event has occurred and is continuing which is, or after notice or lapse of time would become, an Event of Default under Section 6.01 of the Indenture or under any section of the Collateral Trust Agreement except for any Defaults or Events of Default resulting from (i) the nonpayment of interest on April 1, 2009 and (ii) the Company's filing for creditor protection under the Companies' Creditors Arrangement Act in Canada.

(e) No covenant or condition contained in the Indenture or the Collateral Trust Agreement has been waived by the Company or, to the best of the Company's knowledge, by Holders of the percentage in aggregate principal amount of the Securities required to effect any such waiver.

(f) Except as disclosed herein, there is no action, suit or proceeding pending or, to the best of the Company's knowledge, threatened against the Company before any court or any governmental authority arising out of any act or omission of the Company under the Indenture, the Collateral Trust Agreement or the Intercreditor Agreement.

(g) This Agreement has been duly authorized, executed and delivered on behalf of the Company and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

(h) All conditions precedent relating to the appointment of U.S. Bank National Association as successor Trustee under the Indenture have been complied with by the Company.

(i) The Notes are the only Series of Fixed Asset Debt Obligations outstanding as of the effective date of this Agreement other than Hedging Obligations, if any, all within the meaning of the Collateral Trust Agreement.

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THE SUCCESSOR TRUSTEE

3.1 Successor Trustee hereby represents and warrants to Resigning Trustee and to the Company that:

(a) Successor Trustee is not disqualified under the provisions of Section 7.10 of the Indenture and is eligible under the provisions of Section 7.10 of the Indenture and Section 6.2 of the Collateral Trust Agreement to act as Trustee under the Indenture and Collateral Trustee under the Collateral Trust Agreement.

(b) This Agreement has been duly authorized, executed and delivered on behalf of Successor Trustee and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms.

3.2 Successor Trustee hereby accepts its appointment as successor Trustee, Registrar and Paying Agent under the Indenture and accepts the rights, powers and duties of Resigning Trustee as Trustee, Registrar and Paying Agent under the Indenture, upon the terms and conditions set forth therein, with like effect as if originally named as Trustee, Registrar, collateral trustee and Paying Agent under the Indenture, and further accepts the appointment as Collateral Trustee under the Collateral Trust Agreement on the same basis. Nothing in this Agreement shall make the Successor Trustee responsible in any way for the acts or omissions of the Resigning Trustee on or before the effective date of this Agreement to any person or entity.

3.3 References in the Indenture or the Collateral Trust Agreement to principal office or other similar terms shall be deemed to refer to the principal corporate trust office of Successor Trustee or Collateral Trustee, which is presently located at 60 Livingston Avenue, EP-MN-WS3C, St. Paul, MN 55107-2292.

3.4 Promptly after the effective date of this Agreement, Successor Trustee shall cause a notice, substantially in the form of Exhibit B annexed hereto, to be sent to each Holder of the Securities in accordance with the provisions of Section 7.08 of the Indenture.

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MISCELLANEOUS

4.1 This Agreement and the resignation, appointment and acceptance effected hereby shall be effective as of the opening of business on April 27, 2009.

4.2 Resigning Trustee hereby acknowledges payment or provision for payment in full by the Company of compensation for all services rendered by Resigning Trustee in its capacity as Trustee, Registrar and Paying Agent under Section 7.07 of the Indenture and the Collateral Trust Agreement and reimbursement in full by the Company of the expenses, disbursements and advances incurred or made by Resigning Trustee in its capacity as Trustee, Registrar, Collateral Trustee and Paying Agent in accordance with the provisions of the Indenture and the Collateral Trust Agreement. Resigning Trustee acknowledges that it relinquishes any lien it may have upon all property or funds held or collected by it to secure any amounts due it pursuant to the provisions of Section 7.07 of the Indenture. This Agreement does not constitute a waiver or assignment by the Resigning Trustee of any compensation, reimbursement, expenses or indemnity to which it is or may be entitled pursuant to the Indenture. The Company acknowledges its obligation set forth in Section 7.07 of the Indenture to indemnify Resigning Trustee for, and to hold Resigning Trustee harmless against, any loss, liability, claim, damage or expense incurred without negligence, willful misconduct or bad faith on the part of Resigning Trustee and arising out of or in connection with the acceptance or administration of the trust evidenced by the Indenture (which obligation shall survive the execution hereof).

4.3 This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of laws principles thereof.

4.4 This Agreement may be executed in any number of counterparts each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

4.5 The Company, Resigning Trustee and Successor Trustee hereby acknowledge receipt of an executed counterpart of this Agreement and the effectiveness thereof.

4.6 All required or permitted notices to be sent to the Trustee, Registrar, Paying Agent or Collateral Trustee under Section 13.02 of the Indenture or Section 7.6 of the Collateral

Trust Agreement shall be given instead to the following address after the effective date of this Agreement:

U.S. Bank National Association
Corporate Trust Services Division
One Federal Street 3rd Floor
Boston, MA 02110
Attention: Laura L. Moran
Telephone: (617) 603-6429
Facsimile: (617) 603-6640

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed, all as of the day and year first above written.

Abitibi-Consolidated Company of Canada

By: ______________________________
Name:
Title:

WELLS FARGO BANK, N.A.,
as Resigning Trustee

By: ______________________________
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION
as Successor Trustee

By: ______________________________
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed, all as of the day and year first above written.

Abitibi-Consolidated Company of Canada

By:____________________________
Name:
Title:

WELLS FARGO BANK, N.A.,
as Resigning Trustee

By: Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

U.S. BANK NATIONAL ASSOCIATION
as Successor Trustee

By:____________________________
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement of Resignation, Appointment and Acceptance to be duly executed, all as of the day and year first above written.

Abitibi-Consolidated Company of Canada

By:______________________________
Name:
Title:

WELLS FARGO BANK, N.A.,
as Resigning Trustee

By:______________________________
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION
as Successor Trustee

By: Laura L. Moran
Name: Laura L. Moran
Title: Vice President

EXHIBIT A

Documents to be delivered to Successor Trustee

1. Copy of the Indenture.

2. File of closing documents from initial issuance.

3. Copies of most recent SEC reports delivered by the Company pursuant to the Indenture.

4. A copy of the most recent compliance certificate delivered pursuant to the Indenture.

5. A Certified list of Holders, including certificate detail and all "stop transfers" and the reason for such "stop transfers" (or, alternatively, if there are a substantial number of registered Holders, the computer tape reflecting the identity of such Holders.)

6. Copies of any official notices sent by the Trustee to all the Holders of the Securities pursuant to the terms of the Indenture during the past twelve months and a copy of the most recent Trustee's annual report to Holders delivered pursuant to the Indenture.

7. List of any documents which, to the knowledge of Resigning Trustee, are required to be furnished but have not been furnished to Resigning Trustee.

8. All documents required by Section 6.3 of the Collateral Trust Agreement, including originals of all Mortgages and other documents evidencing the Liens or security interests covered thereby.

EXHIBIT B

NOTICE

To the Holders of:

13.75% Senior Secured Notes due 2011

CUSIP # 003669AL2
C00246AC9

of
Abitibi-Consolidated Company of Canada

NOTICE IS HEREBY GIVEN, pursuant to Section 7.08 of the Indenture (the "Indenture"), dated as of April 1, 2008, by and between Abitibi-Consolidated Company of Canada , and Wells Fargo Bank, N.A., as Trustee, that Wells Fargo Bank, N.A. has resigned as Trustee, Registrar, collateral trustee and Paying Agent under the Indenture.

Pursuant to Section 7.08 of the Indenture, U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America, has accepted appointment as Trustee, Registrar and Paying Agent under the Indenture. The address of the corporate trust office of the successor Trustee is 60 Livingston Avenue, EP-MN-WS3C, St. Paul, MN 55107-2292.

Wells Fargo Bank, N.A.'s resignation as Trustee, Registrar and Paying Agent and U.S. Bank National Association's appointment as successor Trustee, Registrar and Paying Agent were effective as of the opening of business on April __, 2009.

Dated:
April ___, 2009

U.S. Bank NATIONAL ASSOCIATION

SUPERIOR COURT
(Commercial Division)
DISTRICT OF MONTRÉAL
No.: 500-11-036133-094

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

Petitioners

AND
ERNST & YOUNG INC.

Monitor

AND
The Ad Hoc Committee of the Senior Secured Noteholders and U.S. Bank National Association, Indenture Trustee for the Senior Secured Notes

Respondents

EXHIBIT SN-3

Borden Ladner Gervais LLP
Lawyers • Patent & Trade-mark Agents
1000 de La Gauchetière Street West
Suite 900, Montréal, Québec H3B 5H4
tel.: (514) 879-1212 fax: (514) 954-1905

Me Marc Duchesne File: 024330-000001
B.M. 2545