

THIS INDENTURE made at Montréal in the Province of Quebec, Canada the ^{23rd} day of April, A.D., 2010.

AMONG:

ABITIBI-CONSOLIDATED INC., a body corporate organized and existing under the laws of Canada and registered to carry on undertakings in the Province of Newfoundland (hereinafter called "ACI") and **ABITIBI-CONSOLIDATED COMPANY OF CANADA**, a body corporate organized and existing under the laws of the Province of Quebec and registered to carry on undertakings in the Province of Newfoundland (hereinafter called "ACCC")

(the said "ACI" and "ACCC" being hereinafter collectively referred to as the "Vendors")

of the one part

AND:

4513541 CANADA INC., a body corporate organized and existing under the laws of Canada and registered to carry on undertakings in the Province of Newfoundland

(hereinafter referred to as the "Purchaser", and together with the Vendors, the "Parties")

of the other part

WHEREAS on May 30, 1997 Abitibi-Price Inc. amalgamated with Stone-Consolidated Corporation to form Abitibi-Consolidated Inc., herein referred to as ACI and being one of the Vendors herein;

AND WHEREAS on or about December 1, 2001, ACCC, an affiliate of ACI and one of the Vendors herein, acquired certain lands and premises, including the hereinafter described pieces or parcels of land, by way of an unregistered indenture;

AND WHEREAS as at the date hereof, ACI is the holder of registered title to, and ACCC is the beneficial owner of, the hereinafter described pieces or parcels of land;

AND WHEREAS the Purchaser is a wholly-owned indirect subsidiary of Abitibi-Bowater Inc., incorporated in 2009 under the laws of Canada;

AND WHEREAS the Vendors have agreed to sell and the Purchaser has agreed to purchase the hereinafter described lands, premises and personal property for the consideration hereinafter appearing on an "as is, where is" basis and upon and subject to the terms, covenants, conditions, and other provisions hereinafter set forth;

AND WHEREAS on April 17, 2009, the Québec Superior Court, Commercial Division (the “Court”) issued an order (as subsequently amended and restated, the “Initial Order”) pursuant to the *Companies’ Creditors Arrangement Act* (the “CCAA”) in respect of (i) ACI and subsidiaries thereof, (ii) Bowater Canadian Holdings Inc. and subsidiaries thereof, and (iii) certain partnerships;

AND WHEREAS pursuant to the Initial Order, Ernst & Young Inc. (the “Monitor”) was appointed as Monitor of Petitioners under the CCAA;

AND WHEREAS upon orders substantially in the forms attached as Schedules “A” and “B” hereto annexed, having been rendered by the Court, the hereinafter described lands, premises and personal property shall, in accordance with in Section 3.1 herein, vest absolutely in the Purchaser, free and clear of and from any security interests, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise;

NOW THEREFORE THIS INDENTURE WITNESSETH THAT:

1. PURCHASE PRICE

- 1.1. For and in consideration of **(a)** the assumption by the Purchaser of any liabilities of the Vendors for unpaid taxes in connection with the Properties (as defined below) and **(b)** the sum of \$1,000.00 (subject to any adjustments made pursuant to the Purchaser Note (as hereinafter defined)), which shall be paid by the issuance of a non-interest bearing promissory note by the Purchaser in favour of the Vendors (the “Purchaser Note”) on the date of closing of the within conveyance (the “Closing Date”) (the receipt and sufficiency of which sum is hereby acknowledged by the Vendors), which Purchaser Note shall be substantially in the form attached as Schedule "C" hereto annexed and delivered by the Purchaser to the Monitor on the Closing Date, ACI, as registered holder, and ACCC, as beneficial owner, hereby sell, assign and convey unto the Purchaser **ALL THAT** pieces or parcels of land being situate at the Towns of Stephenville and Botwood

in the Province of Newfoundland and Labrador and being more particularly described in Schedule "D" hereto annexed **TOGETHER WITH** all buildings and erections and personal property thereon and further **TOGETHER WITH** all of the benefits, rights, liabilities and obligations arising under or pursuant to any municipal, provincial or federal permits, licenses, consents or tolerances issued to the Vendors or issued in connection with the ownership, use or occupation of the pieces or parcels of land (collectively hereinafter referred to as the "Properties") **EXCEPTING AND RESERVING THEREOUT** such assets described in Schedule "E" hereto annexed **TO HOLD** the same unto the Purchaser **SUBJECT TO** the terms, covenants, conditions and other provisions hereinafter contained and which on the Purchaser's part are to be observed, performed and fulfilled and which terms, covenants, conditions and other provisions hereinafter contained shall run with, bind and touch the lands, premises and personal property herein conveyed and every part thereof, absolutely and forever;

- 1.2. The Purchaser Note shall be substantially in the form attached as Schedule "C" hereto annexed and have the terms and conditions agreed upon from time to time by the Vendors and the Purchaser, including the following: **(a)** any amounts owing to the Vendors under the Purchaser Note shall be paid out of the actual net proceeds generated by the sale of the Properties (or any portion thereof) by the Purchaser, or any receiver appointed in respect thereof, to a third party and any such amounts paid to the Vendors shall, until the issuance of directions by the Court with respect thereof, be remitted to the Monitor; and **(b)** the Vendors' recourses for any principal owed under the Purchaser Note shall be limited to the Properties (or the proceeds from the sale thereof) and shall be subordinated to (i) the costs of complying with any orders issued in respect of the Properties (or which may hereafter be issued in respect of any conditions existing as of the Closing Date) under applicable environmental legislation, (ii) any costs which would have priority pursuant to section 11.8 of the CCAA (as if such statute were

applicable) and Section 14.06 of the *Bankruptcy and Insolvency Act* (Canada), and (iii) the costs of any receiver appointed in respect of Purchaser or Purchaser's interest in the Properties. Subject to the above-mentioned subordination, the Purchaser Note shall be secured in favor of the Vendors by a general security agreement to be registered under the *Personal Property Security Act* (Newfoundland and Labrador) and a registered vendor take-back mortgage.

2. EXCLUSION OF WARRANTY

In consideration of the within conveyance, the Purchaser, for itself and its successors and assigns, hereby covenants and agrees to and with the Vendors and their successors and assigns as follows:

- 2.1. the Purchaser acknowledges that the conveyance of the Properties herein conveyed and every part thereof is being made on an "as is, where is" basis;
- 2.2. the Properties herein conveyed and any part thereof, and any use or enjoyment of such Properties shall be at the entire risk of the Purchaser and its successors and assigns from and after the date hereof, and the Purchaser for itself and its successors and assigns agrees to assume and hereby assumes any and all responsibilities and liabilities, whether of an environmental nature or otherwise, in any way arising out of or in connection with the state, quality or condition of, or in or upon, the Properties herein conveyed and every part thereof existing as of or prior to the date hereof and thereafter, and whether such liabilities or responsibilities arise or are in any manner imposed by law, statute, regulations and/or by any regulatory authorities or parties or official entity in any manner whatsoever.

3. CONDITIONS OF CLOSING

The obligation of each of the Vendors and the Purchaser to complete the within conveyance is subject to the satisfaction of each of the following conditions by the Closing Date:

3.1. *Vesting Order*. An order substantially in the form attached as Schedule “A” hereto annexed shall have been rendered by the Court.

3.2. *Receivership Order*. An order substantially in the form attached as Schedule “B” hereto annexed shall have been rendered by the Court.

4. OBLIGATIONS OF THE PURCHASER

In consideration of the within conveyance, the Purchaser shall have the following obligations on the Closing Date:

- 4.1. take possession of the Properties in their current state;
- 4.2. pay the fees and legal fees with respect to the present Indenture and other instruments contemplated herein, along with the copy and registration fees thereof;
- 4.3. assume the payment of all taxes, as applicable, in connection with the Properties as of and from the Closing Date.

5. GOVERNING LAW

- 5.1. The present Indenture shall be governed by and in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein.

6. SCHEDULES

The following documents are attached hereto:

- 6.1. Schedule "A": Vesting Order
- 6.2. Schedule "B": Receivership Order
- 6.3. Schedule "C": Purchaser Note
- 6.4. Schedule "D": Legal Description of the Properties
- 6.5. Schedule "E": Excluded Properties.

IN WITNESS WHEREOF the Vendors and the Purchaser have executed this Indenture as of the day and year first before written.

SIGNED, SEALED AND DELIVERED by
the Vendor Abitibi-Consolidated Inc.
in the presence of:



Stephanie Pereira
NOTARY PUBLIC or COMMISSIONER
OF OATHS

ABITIBI-CONSOLIDATED INC.

Pierre Rougeau
Per:

Stephanie Pereira
Per:

SIGNED, SEALED AND DELIVERED by
the Vendor Abitibi-Consolidated Company of
Canada in the presence of:

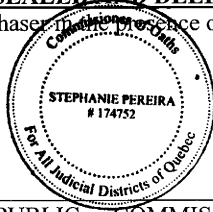
ABITIBI-CONSOLIDATED
COMPANY OF CANADA

Pierre Rougeau
Per:

Per:

NOTARY PUBLIC or COMMISSIONER
OF OATHS

SIGNED, SEALED AND DELIVERED
by the Purchaser in the presence of:



Stephanie Pereira
NOTARY PUBLIC or COMMISSIONER
OF OATHS

4513541 CANADA INC.

Stephanie Pereira
Per:

IN WITNESS WHEREOF the Vendors and the Purchaser have executed this Indenture as of the day and year first before written.

SIGNED, SEALED AND DELIVERED by the Vendor Abitibi-Consolidated Inc. in the presence of:

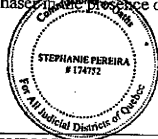


Stephanie Pereira
NOTARY PUBLIC or COMMISSIONER
OF OATHS

SIGNED, SEALED AND DELIVERED by the Vendor Abitibi-Consolidated Company of Canada in the presence of:

Sherry L. Simpson
NOTARY PUBLIC or COMMISSIONER
OF OATHS *Comm exp: 7/6/2019*

SIGNED, SEALED AND DELIVERED by the Purchaser in the presence of:



Stephanie Pereira
NOTARY PUBLIC or COMMISSIONER
OF OATHS

ABITIBI-CONSOLIDATED INC.

Pauline Rougeau
Per:

Pauline Rougeau
Per:

ABITIBI-CONSOLIDATED
COMPANY OF CANADA

Pauline Rougeau
Per:

W. H. H. H.
Per:

4513541 CANADA INC.

Pauline Rougeau
Per:

CANADA

PROVINCE OF

CITY OF

TO WIT:

AFFIDAVIT

I, PIERRE ROUSSEAU, of MONTREAL, in the Province of , hereby make oath and say as follows:

1. **THAT** I am a Director of each of Abitibi-Consolidated Inc. and Abitibi-Consolidated Company of Canada, the Vendors named in the within Indenture respecting the property therein described and as such have personal knowledge of the matters herein deposed to.
2. **THAT** the Vendors are not non-residents of Canada within the meaning of the Income Tax Act of Canada.
3. **THAT** the word "spouse" as hereinafter used means a spouse as defined in Section 2(1)(e) of The Family Law Act, R.S.N. 1990, c.F-2 (the "Act") as amended.
4. **THAT** the property described in the within Indenture has never been occupied by any director, officer or shareholder of either Vendor, or any spouse of a director, officer or shareholder of either Vendor, as a matrimonial home.
5. **THAT** the property described in the within Indenture does not constitute matrimonial assets or a matrimonial home as defined by the Act, and that the said property is not held for the benefit of a spouse of any director, officer or shareholder of either Vendor and no other person has a right to possession of the said property by reason of Sections 62, 63 or 64 of the Act, a Separation Agreement or a Marriage Contract.
6. **THAT** to the best of my knowledge, information and belief, no other person or persons has a vested right in the property being conveyed under the attached Indenture.

SWORN/AFFIRMED before me at the
City of Montreal, in the Province of Quebec
this 23rd day of April, 2010.


A Commissioner for Oaths, Barrister,
Solicitor, or Notary Public in and for the
Province of





SCHEDULE "A": Vesting Order

See attached.

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No: 500-11-036133-094

DATE: April 9, 2010

PRESENT: THE HONOURABLE MR. JUSTICE CLÉMENT GASCON, J.S.C.

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"

Petitioners

and

[THE REGISTRY OF DEEDS FOR NEWFOUNDLAND AND LABRADOR]

and

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER IN RESPECT OF NON-CORE PROPERTIES
(#463)

[1] *CONSIDERING* Petitioners' Amended Motion for the Issuance of an Order Authorizing the Sale of Non-Core Properties and for the Issuance of a Receivership Order in respect of 4513541 Canada Inc (the "**Motion**");

- [2] **CONSIDERING** the representations of the parties;
- [3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("CCAA");

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the execution by Abitibi-Consolidated Inc. ("ACI") and Abitibi Consolidated Company of Canada ("ACCC") of the Indenture filed as Exhibit R-1(a) to the Motion (the "**Indenture**"), by and among ACI and ACCC (the "**Vendors**"), as vendors, and 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein (the "**Proposed Transactions**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [2] **AUTHORIZES AND APPROVES** the execution by the Vendors and the Purchaser of the *General Security Agreement* filed as Exhibit R-1(b) to the Motion (the "**GSA**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [3] **AUTHORIZES AND APPROVES** the execution by the Vendors and the Purchaser of the *Mortgage* filed as Exhibit R-1(c) to the Motion (the "**Mortgage**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [4] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Indenture;
- [5] **ORDERS AND DECLARES** that upon issuance of this Order and of an order substantially in the form filed as Exhibit R-2(b) to the Motion, all right, title and interest in and to the Properties as defined in the Indenture (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Purchased Assets Encumbrances**"), other than encumbrances referred to in the Indenture, including without limiting the generality of the foregoing: (i) any Purchased Assets

Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to any applicable legislation providing for a security interest in personal or movable property, the *Bank Act* or any other applicable legislation and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Indenture;

- [6] **ORDERS** that upon the registration at the Registry of Deeds for Newfoundland and Labrador of a certified copy of this Order, the Registrar of Deeds is hereby directed to enter the Purchaser as the owner of the real property and real property interests identified in **Schedule "D"** hereto (the "**Real Property**") together with all buildings and other structures, facilities and improvements located thereon, in fee simple in respect of the Real Property, and is hereby directed to discharge, release, delete and expunge from title to the Real Property all of the Purchased Assets Encumbrances;
- [7] **ORDERS** that the Purchaser Note (as defined in the Indenture) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;
- [8] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights of the Vendors under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;
- [9] **ORDERS** that notwithstanding:
- (i) the proceedings under the CCAA;
 - (ii) any petitions for a receiving order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act ("**BIA**") and any order issued pursuant to any such petition; or
 - (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets, contemplated in this Order, as well as the execution of the Indenture, the GSA and the Mortgage pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under

the BIA or any other applicable federal or provincial legislation, nor shall it give rise to an oppression or any other remedy; and

[10] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security.

[11] **THE WHOLE WITHOUT COSTS.**

CLÉMENT GASCON, J.S.C.

●

Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

1. ABITIBI-CONSOLIDATED INC.
2. ABITIBI-CONSOLIDATED COMPANY OF CANADA
3. 3224112 NOVA SCOTIA LIMITED
4. MARKETING DONOHUE INC.
5. ABITIBI-CONSOLIDATED CANADIAN OFFICE PRODUCTS HOLDINGS
INC.
6. 3834328 CANADA INC.
7. 6169678 CANADA INC.
8. 4042140 CANADA INC.
9. DONOHUE RECYCLING INC.
10. 1508756 ONTARIO INC.
11. 3217925 NOVA SCOTIA COMPANY
12. LA TUQUE FOREST PRODUCTS INC.
13. ABITIBI-CONSOLIDATED NOVA SCOTIA INCORPORATED
14. SAGUENAY FOREST PRODUCTS INC.
15. TERRA NOVA EXPLORATIONS LTD.
16. THE JONQUIERE PULP COMPANY
17. THE INTERNATIONAL BRIDGE AND TERMINAL COMPANY,
18. SCRAMBLE MINING LTD.
19. 9150-3383 QUÉBEC INC.
20. ABITIBI-CONSOLIDATED (U.K.) INC.

SCHEDULE "B"
BOWATER PETITIONERS

1. BOWATER CANADIAN HOLDINGS INC.
2. BOWATER CANADA FINANCE CORPORATION
3. BOWATER CANADIAN LIMITED
4. 3231378 NOVA SCOTIA COMPANY
5. ABITIBIBOWATER CANADA INC.
6. BOWATER CANADA TREASURY CORPORATION
7. BOWATER CANADIAN FOREST PRODUCTS INC.
8. BOWATER SHELBURNE CORPORATION
9. BOWATER LAHAVE CORPORATION
10. ST-MAURICE RIVER DRIVE COMPANY LIMITED
11. BOWATER TREATED WOOD INC.
12. CANEXEL HARDBOARD INC.
13. 9068-9050 QUÉBEC INC.
14. ALLIANCE FOREST PRODUCTS (2001) INC.
15. BOWATER BELLEDUNE SAWMILL INC.
16. BOWATER MARITIMES INC.
17. BOWATER MITIS INC.
18. BOWATER GUÉRETTE INC.
19. BOWATER COUTURIER INC.

SCHEDULE "C"

18.6 CCAA PETITIONERS

1. ABITIBIBOWATER INC.
2. ABITIBIBOWATER US HOLDING 1 CORP.
3. BOWATER VENTURES INC.
4. BOWATER INCORPORATED
5. BOWATER NUWAY INC.
6. BOWATER NUWAY MID-STATES INC.
7. CATAWBA PROPERTY HOLDINGS LLC
8. BOWATER FINANCE COMPANY INC.
9. BOWATER SOUTH AMERICAN HOLDINGS INCORPORATED
10. BOWATER AMERICA INC.
11. LAKE SUPERIOR FOREST PRODUCTS INC.
12. BOWATER NEWSPRINT SOUTH LLC
13. BOWATER NEWSPRINT SOUTH OPERATIONS LLC
14. BOWATER FINANCE II, LLC
15. BOWATER ALABAMA LLC
16. COOSA PINES GOLF CLUB HOLDINGS LLC

SCHEDULE "D"
LEGAL DESCRIPTION OF REAL PROPERTY

[SCHEDULE "D" TO THE INDENTURE]

SCHEDULE "B": Receivership Order

See attached.

SUPERIOR COURT

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

No: 500-11-036133-094

DATE: ●, 2010

PRESENT: THE HONOURABLE MR. JUSTICE CLÉMENT GASCON, J.S.C.

**IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF
ABITIBIBOWATER INC. ET AL. AND IN THE MATTER OF THE PLAN OF THE
RECEIVERSHIP OF 4513541 CANADA INC.:**

4513541 CANADA INC.

Debtor

And

ABITIBI-CONSOLIDATED INC.

ABITIBI-CONSOLIDATED COMPANY OF CANADA

Petitioners

And

ERNST & YOUNG INC.

Receiver

RECEIVERSHIP ORDER (#463)

- [1] **CONSIDERING** *Petitioners' Amended Motion for the Issuance of an Order Authorizing the Sale of Non-Core Properties and the Issuance of a Receivership Order in Respect of 4513541 Canada Inc. (the "Motion");*
- [2] **CONSIDERING** the representations of the parties;

- [3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("CCAA") and those of the *Bankruptcy and Insolvency Act* (the "BIA");

FOR THESE REASONS, THE COURT:

SERVICE

- [1] **ORDERS** that the time for service of the Motion is hereby abridged and validated so that this motion is properly returnable today and hereby dispenses with further service thereof.

APPOINTMENT

- [2] **ORDERS** that subject to paragraph 13 of this Order and pursuant to section 243(1) of the BIA, Ernst & Young Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of 4513541 Canada Inc. (the "**Debtor**"), including all proceeds thereof (the "**Property**").

RECEIVER'S POWERS

- [3] **ORDERS** that, subject to Paragraph 13 of this Order, the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized, but not obligated, to do any of the following where the Receiver considers it necessary or desirable:
- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
 - (b) to receive, preserve, and protect of the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
 - (d) to receive and collect all monies and accounts now owed or hereafter owing to the Debtor and to exercise all remedies of the Debtor in collecting such monies, including, without limitation, to enforce any security held by the Debtor;
 - (e) to settle, extend or compromise any indebtedness owing to the Debtor;

- (f) to execute, assign, issue and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Debtor, for any purpose pursuant to this Order;
- (g) to undertake environmental assessments of the Property and operations of the Debtor and to enter into discussions and negotiations with the relevant environmental authorities in connection with the environmental remediation or decontamination of any Property. In the event that, after having taken possession of any Property in conformity with this Order, the Receiver determines that it is unable to sell it or reach an accommodation on a environmental remediation plan in regard thereof within a reasonable period of time, it may decide to abandon such Property on notice to the relevant environmental authorities;
- (h) to initiate, prosecute and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Debtor, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (i) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;
- (j) to apply for any vesting order or other orders necessary to convey the Property or any part or parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- (k) to report to, meet with and discuss with such affected Persons (as defined below) as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, subject to such terms as to confidentiality as the Receiver deems advisable;
- (l) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (m) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Debtor;
- (n) to exercise any shareholder, partnership, joint venture or other rights which the Debtor may have; and
- (o) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations.

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Debtor, and without interference from any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

- [4] **ORDERS** that (i) the Debtor, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and shareholders, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.
- [5] **ORDERS** that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Debtor, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records") in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software and physical facilities relating thereto, provided however that nothing in this paragraph 5 or in paragraph 6 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.
- [6] **ORDERS** that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

- [7] **ORDERS** that no proceeding or enforcement process in any court or tribunal (each, a "Proceeding"), shall be commenced or continued against the Receiver except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE DEBTOR OR THE PROPERTY

- [8] **ORDERS** that no Proceeding against or in respect of the Debtor or the Property shall be commenced or continued except with the written consent of the Receiver or with leave of this Court and any and all Proceedings currently under way against or in respect of the Debtor or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

- [9] **ORDERS** that all rights and remedies against the Debtor, the Receiver, or affecting the Property, are hereby stayed and suspended except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall (i) empower the Receiver or the Debtor to carry on any business which the Debtor is not lawfully entitled to carry on, (ii) exempt the Receiver or the Debtor from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

- [10] **ORDERS** that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Debtor, without written consent of the Receiver or leave of this Court.

CONTINUATION OF SERVICES

- [11] **ORDERS** that all Persons having oral or written agreements with the Debtor or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Debtor are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Debtor's current telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Debtor or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

- [12] **ORDERS** that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver from and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

LIMITATION ON ENVIRONMENTAL LIABILITIES

- [13] **ORDERS** that the Receiver shall not occupy or take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property, including any Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "**Environmental Legislation**"), unless and until it has reached satisfactory arrangements with the relevant environmental authorities and it has served upon all interested parties and filed a Certificate to that effect with this Court. However, nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession in accordance with this Order.

LIMITATION ON THE RECEIVER'S LIABILITY

- [14] **ORDERS** that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part, or in respect of its obligations under sections 81.4(5) or 81.6(3) of the BIA or under the *Wage Earner Protection Program Act*. Nothing in this Order shall derogate from the protections afforded the Receiver under the BIA, including, without limitation, section 14.06 thereof, or under any other applicable legislation.

RECEIVER'S ACCOUNTS

- [15] **ORDERS** that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall form a first charge on the Property in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subject to sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- [16] **ORDERS** that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Superior Court of Quebec, Commercial Division.
- [17] **ORDERS** that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the normal rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court.

FUNDING OF THE RECEIVERSHIP

- [18] **ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$_____ (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.
- [19] **ORDERS** that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.
- [20] **ORDERS** that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.
- [21] **ORDERS** that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates

evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

GENERAL

- [22] **ORDERS** that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.
- [23] **ORDERS** that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Debtor.
- [24] **REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.
- [25] **ORDERS** that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.
- [26] **ORDERS** that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

THE WHOLE WITHOUT COSTS

Clément Gascon, J.S.C.

●

Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$_____

THIS IS TO CERTIFY that [RECEIVER'S NAME], the receiver (the "Receiver") of the assets, undertakings and properties [DEBTOR'S NAME] acquired for, or used in relation to a business carried on by the Debtor, including all proceeds thereof (collectively, the "Property") appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the ____ day of _____, 20__ (the "Order") made in an action having Court file number ____-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.

2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, but subject to the priority of the charges set out in the Order and in the *Bankruptcy and Insolvency Act*, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.
6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.
7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

500-11-036133-094

PAGE: 2

DATED the ____ day of _____, 20__.

[RECEIVER'S NAME], solely in its capacity
as Receiver of the Property, and not in its
personal capacity

Per: _____

Name:

Title:

SCHEDULE "C": Purchaser Note

See attached.

4513541 CANADA INC.
NON-INTEREST BEARING DEMAND PROMISSORY NOTE

TO: ABITIBI-CONSOLIDATED INC. and
ABITIBI CONSOLIDATED COMPANY OF
CANADA, jointly

DUE ON DEMAND

MADE: As of April ●, 2010

REFERENCE IS MADE TO an indenture (the "**Indenture**") among the undersigned, 4513541 Canada Inc. (the "**Debtor**"), and Abitibi-Consolidated Inc. and Abitibi Consolidated Company of Canada (jointly, the "**Creditors**") as of the date hereof. Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Indenture.

FOR VALUE RECEIVED, the Debtor hereby unconditionally promises to pay, on demand by the Creditors, to the order of the Creditors the sum of one thousand Canadian dollars (C\$1,000) (the "**Base Principal**") together with any Principal Increase (as defined below) (collectively, the "**Principal Amount**").

In the event the net proceeds generated from the sale of the Properties (or any portion thereof) to a third party by the Debtor or any receiver appointed in respect thereof exceed the Costs (as defined below) by an amount greater than the Base Principal (such excess, a "**Principal Increase**"), such Principal Increase shall be added to the Base Principal and shall be payable, on demand by the Creditors, to the order of the Creditors. In addition, the Debtor and the Creditors agree that in the event the whole or any portion of the Properties are expropriated by a public authority pursuant to statutory authority and the sum paid to the Debtor in compensation for such expropriation exceeds the Costs (as defined below) by an amount greater than the Base Principal, such excess shall be deemed a Principal Increase and shall be added to the Base Principal and shall be payable, on demand by the Creditors, to the order of the Creditors.

The Creditors' recourses for the Principal Amount shall be subordinated to (i) the costs of complying with any orders issued in respect of the Properties under applicable environmental legislation, (ii) any costs which would have priority pursuant to section 11.8 of the *Companies' Creditors Arrangement Act* (as if such statute were applicable) and Section 14.06 of the *Bankruptcy and Insolvency Act* (Canada), and (iii) the costs of any receiver appointed in respect of Debtor or Debtor's interest in the Properties (collectively, the "**Costs**").

Subject to the above-mentioned subordination, the obligations of the Debtor pursuant to this promissory note shall be secured in favour of the Creditors by a general security agreement to be registered under the *Personal Property Security Act* (Newfoundland and Labrador) and an a registered vendor take-back mortgage.

Unless the Québec Superior Court, Commercial Division has issued directions providing otherwise, payments of the Principal Amount must be remitted to Ernst & Young Inc. (the "**Monitor**"), by wire transfer in a trust account in favour of the Creditors as the Monitor may from time to time designate, in Canadian dollars.

This promissory note shall be non-interest bearing until demand. From demand until the date of payment, this promissory note shall bear interest at the annual prime rate interest of the Creditors' main commercial bank charged from time to time in respect of commercial loans in Canadian dollars, plus 3%.

This promissory note may be assigned or transferred by the Creditors upon prior written notification to the Debtor. This promissory Note shall inure to the benefit of the Creditors and the Debtor and their respective successors and assigns and shall be binding upon the Creditors and the Debtor and their respective successors and assigns.

This promissory note shall be governed by and interpreted and enforced in accordance with the laws of the Province of Québec and the federal laws of Canada applicable therein.

It is the express wish of the Debtor and the Creditors that this promissory note be drafted in English. *C'est la volonté expresse du débiteur et des créanciers que ce billet promissoire soit rédigé en anglais.*

IN WITNESS WHEREOF, 4513541 Canada Inc. has executed this promissory note as of the date first written above.

4513541 CANADA INC.

Per: _____
Name:
Title:

SCHEDULE “D”: Legal Description of the Properties

See attached.

G R A N T

by

HER MAJESTY THE QUEEN

to

ABITIBI-PRICE INC.

A parcel of land at Stephenville, Port
Harmon shown as Parcel A on DPW Plan
S-2123 and a parcel of land at Stephenville,
Electoral District of Stephenville shown
as Parcel E on DPW Plan S-2004, both in
the Province of Newfoundland.

DATED 10th August, 1988

RECORDED ... 10th August, 1988

File 604 Document 180

David D. Kirchmayer
DEPUTY REGISTRAR GENERAL OF CANADA



Anthony D'Amato
DEPUTY OF THE GOVERNOR GENERAL

Canada

ELIZABETH THE SECOND, by the Grace of
God of the United Kingdom, Canada and Her
other Realms and Territories QUEEN, Head of
the Commonwealth, Defender of the Faith.

Raymond
FOR DEPUTY ATTORNEY GENERAL



TO ALL TO WHOM these Presents shall come,

GREETING:

WHEREAS the lands hereinafter described are vested in Us in right of Canada.

AND WHEREAS the said lands are not required for public purposes and under and by virtue of the statutes in that behalf and pursuant to authority duly granted by Our Governor in Council, the said lands or the interest therein that is or may be vested in Us for the uses of Canada have been disposed of to ABITIBI-PRICE INC., a body corporate and politic, incorporated under the laws of Canada, having its head office in the City of Toronto, in the Province of Ontario, hereinafter called the grantee, in consideration of there being granted to Us other land of equal value in lieu of the said lands.

NOW KNOW YE that We do by these Presents grant, convey and assure unto the grantee, its successors and assigns, ALL AND SINGULAR:-

FIRSTLY:

ALL that parcel of land situated at Stephenville - Port Harmon, Newfoundland shown as Parcel "A", on Public Works Canada Plan S-2123, dated June 13, 1988, signed by James C. Gorman M.L.S., a copy of which is annexed hereto, and being more particularly described as follows:

BEGINNING at an iron pin, said iron pin having Newfoundland Grid coordinates of N 5 376 242.441 metres and E 303 138.165 metres.

THENCE S 57°-50'-09" W, 149.78 metres to an iron pin;

THENCE S 41°-43'-09" W, 289.19 metres to an iron pin set on the high water mark ordinary spring tide of Port Harmon;

THENCE following the high water mark ordinary spring tide of Port Harmon in a general, Southwesterly, Northeasterly and Northwesterly direction 710 metres more or less to an iron pin, said iron pin being N 13°-48'-29" E, 464.189 metres from the last mentioned iron pin;

THENCE N 57°-50'-09" E, 93.852 metres to an iron pin;

THENCE S 32°-09'-51" E, 242.495 metres to the Point of Beginning.

Containing an area of 2.886 hectares more or less.

ALL bearings are referenced to Grid North.

SECONDLY:

ALL that parcel of land situated in Stephenville, Electoral District of Stephenville, Province of Newfoundland, shown as Parcel "E" on Public Works Canada Plan S-2004, dated October, 1987, signed by Maurice Power, M.L.S., a copy of which is annexed hereto, and being more particularly described as follows:

BEGINNING at a Point, said Point being an iron pin and being N 66°-26'-20" E, 131.93 metres from a nail in asphalt;

THENCE following the Northeasterly limit of the access Road to the wharf, S 30°-09'-07" E, 30.00 metres to an iron pin;

THENCE S 36°-28'-39" E, 90.12 metres to an iron pin;

THENCE S 67°-57'-17" E, 35.82 metres to an iron pin;

THENCE N 58°-47'-05" E, 29.47 metres to a point on the Southwesterly limit of the Public Road to Stephenville;

THENCE following the Southwesterly limit of the said Public Road, N 33°-33'-27" W, 147.44 metres to a point;

THENCE S 60°-00'-39" W, 52.59 metres to the Point of Beginning.

Containing an area of 0.738 hectares more or less.

All bearings refer to Grid North.

TO HAVE AND TO HOLD the said lands unto the grantee, its successors and assigns, forever; saving, excepting and reserving unto Us, Our Heirs and Successors, the free use, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter found on or under or flowing through or upon any part of the said lands.

GIVEN under the Great Seal of Canada.

WITNESS:

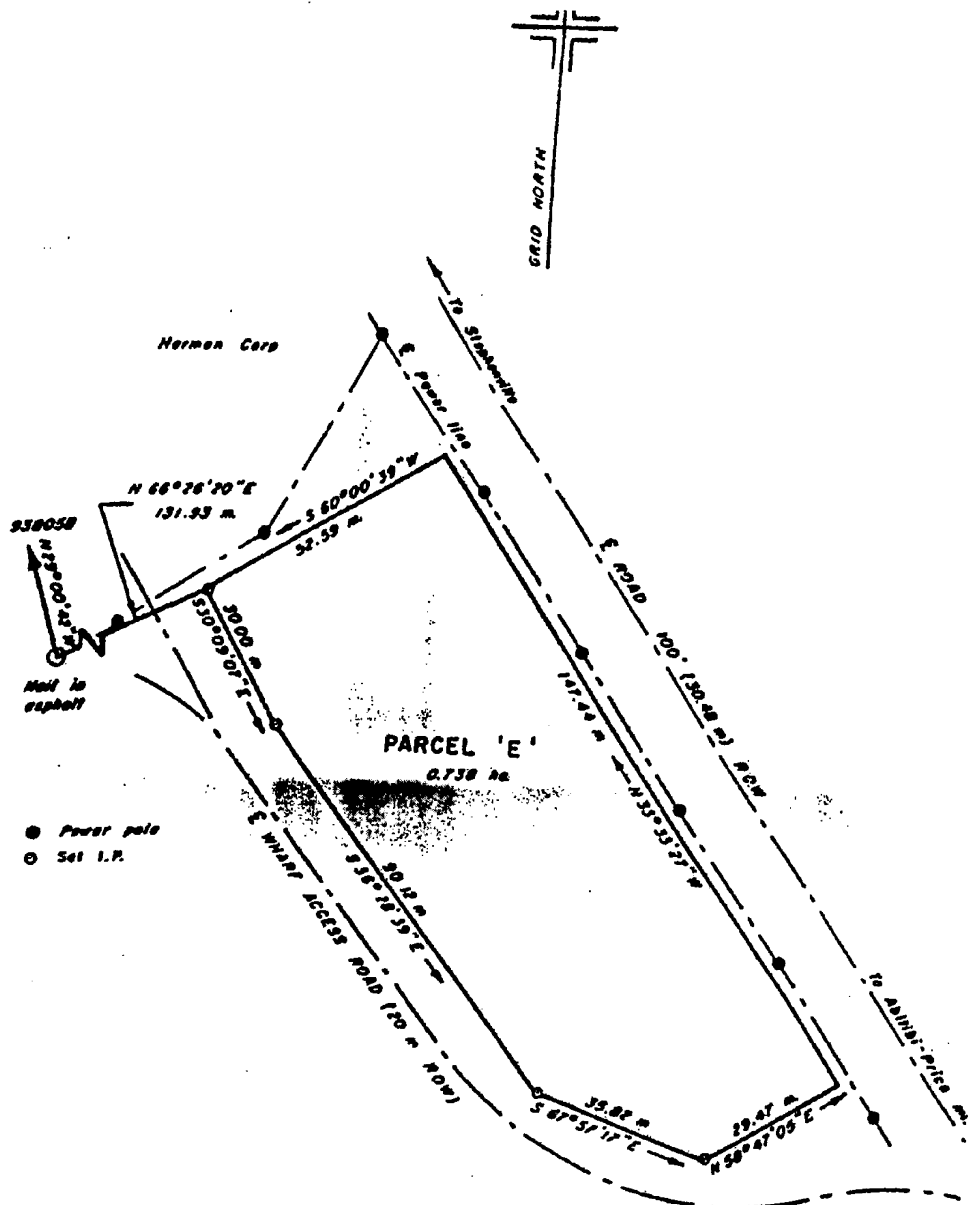
ANTHONY P. SMYTH, Esquire, Deputy of Our Right Trusty and Well-beloved Jeanne Sauvé, a Member of Our Privy Council for Canada, Chancellor and Principal Companion of Our Order of Canada, Chancellor and Commander of Our Order of Military Merit upon whom We have conferred Our Canadian Forces' Decoration, Governor General and Commander-in-Chief of Canada.

AT OTTAWA, this tenth day of August in the year
of Our Lord one thousand nine hundred and eighty-eight and
in the thirty-seventh year of Our Reign.

BY COMMAND,

David A. Kirchmayer
DEPUTY REGISTRAR GENERAL
OF CANADA

[Signature]
FOR DEPUTY MINISTER
OF PUBLIC WORKS



Survey Plan

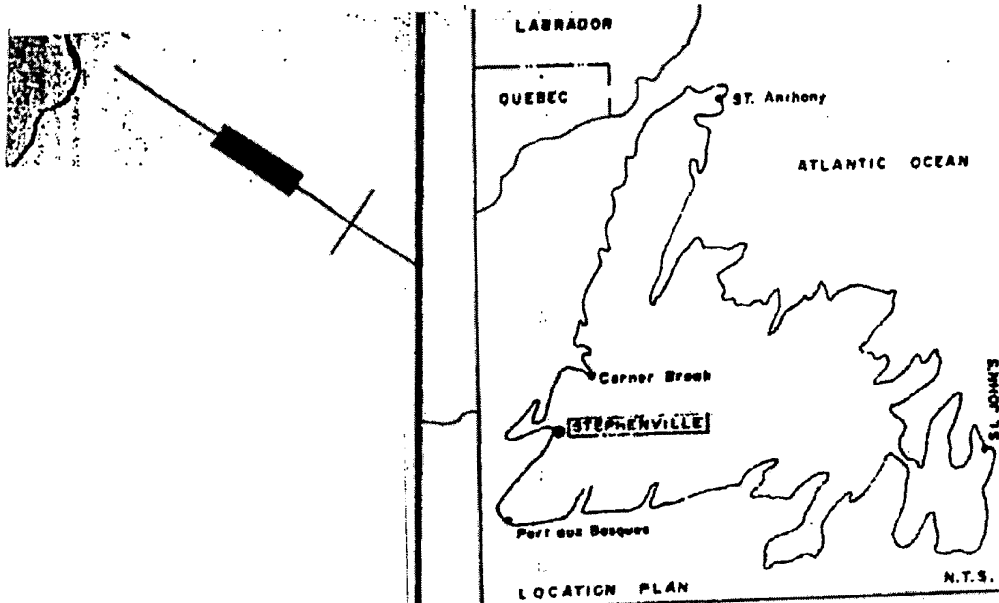
for

Abitibi-Price
Stephenville, Nfld.

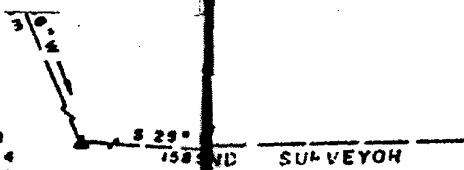


Scale 1:1000
Oct., 1987

PUBLIC WORKS CANADA	
REAL ESTATE SERVICES	S-2004
HALIFAX, N.S. 87/10/11	

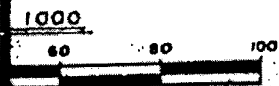


MON. NO. 938058
 N. S. 378 069. 894
 E. 302 091. 928



N.W.
 N S 37
 E 30

Refer TO MAUER
 PLAN # 2.168
 R 644 - 2551



S-2123

SCHEDULE "A", PAGE 1
Description

Land of Abitibi Price Inc.
Fort Harrison - Stephenville

All that piece or parcel of land situate, lying and being on the east side of Connecticut Drive, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows:

That is to say, beginning at a point said point is found by running South thirty eight (38) degrees twenty five (25) minutes twenty eight (28) seconds East from Crown Land Monument No. 938 084 a distance of two thousand five hundred and ninety two decimal eight six two (2592.862) metres;

Running thence from the above described point of beginning North fifty six (56) degrees fifty six (56) minutes fifty eight (58) seconds East by property of N.L.H.C. a distance of one hundred decimal five two six (100.526) metres;

Thence by property of N.L.H.C. North eighty one (81) degrees fifty six (56) minutes forty six (46) seconds East a distance of two hundred and forty one decimal two one one (241.211) metres, South seventy two (72) degrees thirty eight (38) minutes zero five (05) seconds East a distance of eighty decimal one two six (80.126) metres, South seventy one (71) degrees fifty eight (58) minutes ten (10) seconds East a distance of fifteen decimal two four five (15.245) metres and South thirty five (35) degrees fifty five (55) minutes forty three (43) seconds East a distance of two hundred and ninety nine decimal seven four six (299.746) metres;

Thence along the southerly limits of an Access Road (20.12 m wide) South thirty seven (37) degrees twenty two (22) minutes eleven (11) seconds West a distance of two hundred and eighteen decimal nine six three (218.963) metres, South thirty seven (37) degrees forty three (43) minutes thirty five (35) seconds West a distance of one hundred and twenty two decimal nine one eight (122.918) metres and South thirty nine (39) degrees zero two (02) minutes thirty one (31) seconds West a distance of thirty five decimal three eight one (35.381) metres;

Thence along the southerly limits of an Access Road (20.12 m wide) South fifty three (53) degrees forty eight (48) minutes fifty six (56) seconds West a distance of distance of thirty five decimal one five five (35.155) metres, South sixty four (64) degrees fifty seven (57) minutes twenty nine (29) seconds West a distance of seventy one decimal seven seven nine (71.779) metres and North seventy seven (77) degrees thirty five (35) minutes zero five (05) seconds West a distance of sixteen decimal one eight zero (16.180) metres;

Thence along the easterly limits of Connecticut Drive (30.48 m wide) North thirty three (33) degrees thirty three (33) minutes twenty seven (27) seconds West a distance of two hundred and forty seven decimal zero nine eight (247.098) metres, North thirty two (32) degrees forty eight (48) minutes fifty two (52) seconds West a distance of one hundred and twenty six decimal seven two four (126.724) metres and North twenty one (21) degrees seventeen (17) minutes eleven (11) seconds West a distance of twenty seven decimal six four two (27.642) metres;

SCHEDULE "A", PAGE 2

Thence along the easterly limits of Connecticut Drive (36.48 m wide) North twelve (12) degrees thirty one (31) minutes zero six (06) seconds West a distance of twenty five decimal three eight two (25.382) metres, North ten (10) degrees seventeen (17) minutes twenty three (23) seconds West a distance of fifty three decimal seven one six (53.716) metres and North zero nine (09) degrees fifty eight (58) minutes fifty eight (58) seconds West a distance of one hundred and fifteen decimal zero four eight (115.048) metres to the point of beginning; containing 19.223 Hectares and is shown and delineated on attached drawing No. ABI 94 498-3.

EXCLUDING THEREFROM a portion of property of N.L.H.O. which is described as follows: Beginning at a point said point is found by running South sixty (60) degrees forty five (45) minutes twenty two (22) seconds East from Crown Land Monument No. 83G 4124 a distance of nine hundred and one decimal eight three zero (901.830) metres;

Running thence from the above described point of beginning by property of Abitibi Price Inc. North fifty eight (58) degrees zero seven (07) minutes twenty two (22) seconds East a distance of one hundred and fifty three decimal five three nine (153.539) metres and North seventy three (73) degrees nineteen (19) minutes thirty one (31) seconds West a distance of fifty seven decimal eight four one (57.841) metres;

Thence along an Access Road (15.24 m wide) North eighty five (85) degrees fifty one (51) minutes zero zero (00) seconds East a distance of forty two decimal eight six eight (42.868) metres;

Thence by property of Abitibi Price Inc. South seventy three (73) degrees nineteen (19) minutes thirty one (31) seconds East a distance of thirty one decimal two three two (31.232) metres, South fifty four (54) degrees eighteen (18) minutes fifty seven (57) seconds East a distance of one hundred and forty seven decimal six zero four (147.604) metres and South thirty six (36) degrees eleven (11) minutes twenty eight (28) seconds West a distance of one hundred and six decimal seven four seven (106.747) metres;

Thence by property of Abitibi Price Inc. South twenty seven (27) degrees forty four (44) minutes forty six (46) seconds West a distance of one hundred and thirty decimal eight five three (130.853) metres and North thirty six (36) degrees eleven (11) minutes thirty five (35) seconds West a distance of two hundred and forty three decimal one five eight (243.158) metres to the point of beginning; containing 3.817 Hectares more or less;

All bearings refer to Grid North (NAD 83).

Enos K. Fudge

Newfoundland Land Survey
Enos K. Fudge



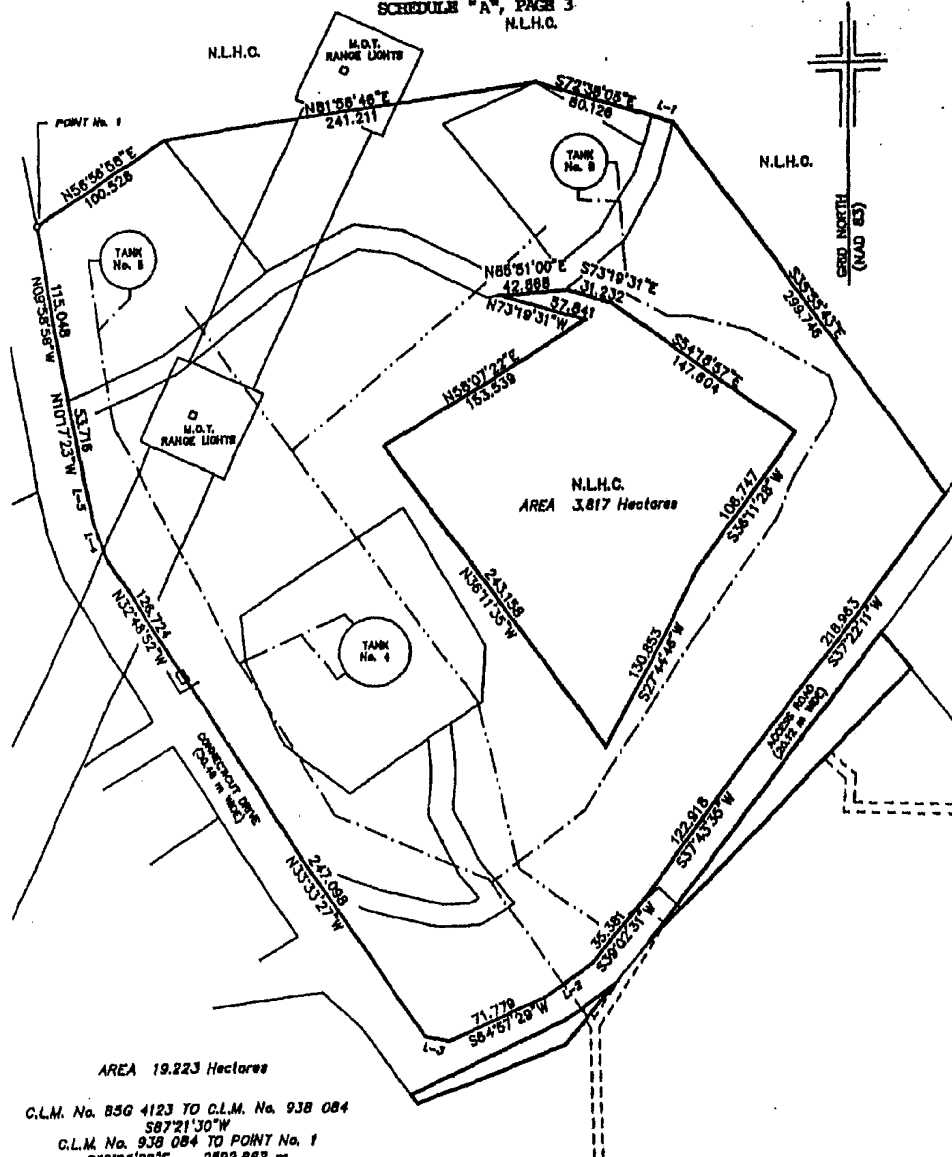
EKF/oje

Enos Fudge Surveys

ABI 94 498-3

December 8, 1994

SCHEDULE "A", PAGE 3
N.L.H.C.



C.L.M. No. 856 4123 TO C.L.M. No. 938 084
587°21'30\"W
C.L.M. No. 938 084 TO POINT No. 1
538°25'28\"E 2592.882 m

LEGEND
PIPELINE (DISCHARGE) - - - - -
PIPELINE (FILL) - - - - -

L-1	S71°38'10\"E	15.245
L-2	S53°48'58\"W	35.155
L-3	N77°35'05\"W	18.180
L-4	N21°17'11\"W	27.642
L-5	N12°31'08\"W	25.382

LAND SURVEY FOR ABITIBI PRICE INC.
PORT HARMON, STEPHENVILLE, NF.

SCALE 1 : 3000
DATE 08 DECEMBER 1994
DRAWING No. ABI 94 490 - 5



SCHEDULE "B" PAGE 1

Description

Land of Abitibi Price Inc.
(Dump Site)

Route 490 - Stephenville

All that piece or parcel of land situate, lying and being east of Route 490, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows:

That is to say, beginning at a point said point is found by running South sixty nine (69) degrees twenty three (23) minutes zero one (01) seconds East from Crown Land Monument No. 938 084 a distance of three thousand two hundred and thirty five decimal one nine one (3235.191) metres;

Running thence from the above described point of beginning North zero four (04) degrees thirty eight (38) minutes thirteen (13) seconds West by property of N.L.H.C. a distance of one hundred and seventeen decimal zero six four (117.064) metres;

Thence by property of N.L.H.C. North seventy three (73) degrees thirty three (33) minutes fifty two (52) seconds East a distance of two hundred and sixty decimal one eight three (260.183) metres;

Thence by property of N.L.H.C. South thirty eight (38) degrees fifty one (51) minutes twenty seven (27) seconds East a distance of one hundred and seventy four decimal zero three one (174.031) metres;

Thence by property of N.L.H.C. and a Dynamite Shed South fifty four (54) degrees twenty five (25) minutes fifteen (15) seconds West a distance of two hundred and forty decimal six five two (240.652) metres;

Thence by property of Her Majesty the Queen in Right of Newfoundland North sixty (60) degrees fifty seven (57) minutes forty seven (47) seconds West a distance of one hundred and seventy five decimal six two one (175.621) metres to the point of beginning; containing 6.066 Hectares, together with an access (15.24 m wide) as shown and delineated on attached drawing No. API 93 490-2.

All bearings refer to Grid North (NAD 27).

Enos K. Fudge

Newfoundland Land Survey

EKF/cje

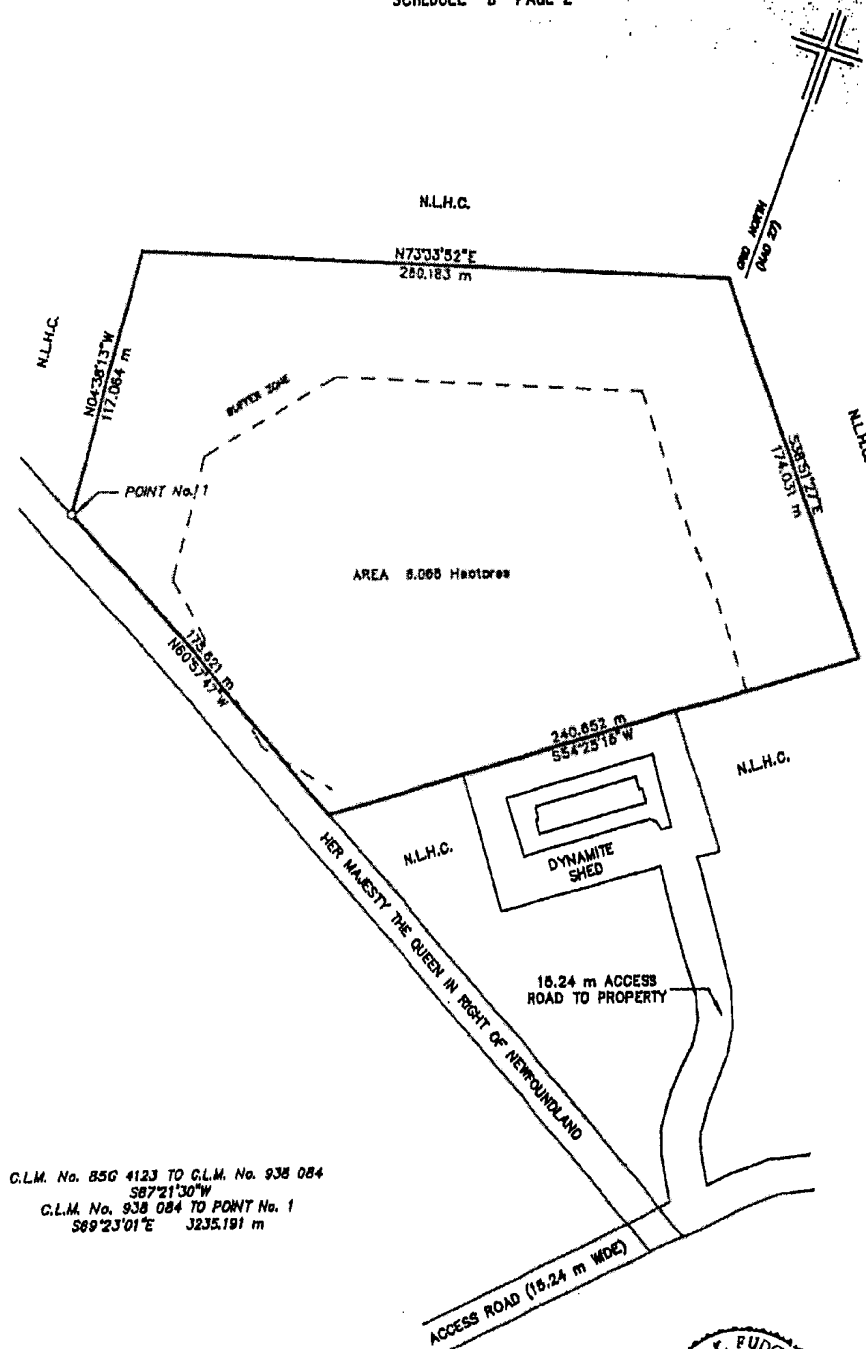
Enos Fudge Surveys

API 93 490-2

August 13, 1993

Revised September 29, 1995





C.L.M. No. 856 4123 TO C.L.M. No. 938 084
 S87°21'30\"/>

LAND SURVEY FOR ABITIBI PRICE INC. (DUMP SITE)
 ROUTE 490, STEPHENVILLE, NF.

SCALE 1 : 2000

DATE 13 AUGUST 1993 REVISED 29 SEPTEMBER 1995

DRAWING No. API 93 490 - 2



SCHEDULE "C" PAGE 1

Description

Land of Abitibi Price Inc.
(Dump Site)

Port Harmon - Stephenville

All that piece or parcel of land situate, lying and being on the east side of Route 490, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows;

That is to say, beginning at a point said point is found by running South fifty six (56) degrees fifty five (55) minutes thirteen (13) seconds East from Crown Land Monument No. 938 084 a distance of two thousand nine hundred and forty two decimal nine six zero (2970.372) metres;

Running thence from the above described point of beginning North seventy five (75) degrees twenty four (24) minutes zero six (06) seconds East by property of N.L.H.C. a distance of three hundred and sixty four decimal four one eight (364.418) metres;

Thence by property of N.L.H.C. South zero one (01) degrees forty three (43) minutes fifty one (51) seconds West a distance of three hundred and forty decimal two seven zero (340.270) metres and South forty one (41) degrees twenty four (24) minutes eighteen (18) seconds East a distance of two hundred and forty decimal eight three two (240.832) metres;

Thence by property of N.L.H.C. South sixty four (64) degrees fifty one (51) minutes nineteen (19) seconds West a distance of one hundred and eight decimal two five nine (108.259) metres, South twelve (12) degrees forty five (45) minutes twenty seven (27) seconds East a distance of fifty four decimal three four two (54.342) metres and North eighty nine (89) degrees thirty four (34) minutes zero two (02) seconds East a distance of fifty seven decimal one one six (57.116) metres;

Thence along the northerly limits of an Access Road (15.24 m wide) South fifty one (51) degrees fifty five (55) minutes thirty five (35) seconds West a distance of thirty three decimal seven four seven (33.747) metres, South fifty nine (59) degrees thirty eight (38) minutes fifty (50) seconds West a distance of sixty two decimal one zero six (62.106) metres and South forty five (45) degrees eleven (11) minutes forty five (45) seconds West a distance of forty six decimal seven six zero (46.760) metres;

Thence along the northerly limits of an Access Road (15.24 m wide) South thirty (30) degrees thirty six (36) minutes fifty seven (57) seconds West a distance of sixty five decimal three four eight (65.348) metres, South fifty three (53) degrees zero six (06) minutes nineteen (19) seconds West a distance of eighty three decimal nine one five (83.915) metres and South sixty three (63) degrees twenty six (26) minutes zero five (05) seconds West a distance of twenty eight decimal five seven two (28.572) metres;



.../2

Thence along the easterly limits of Route 498 (30.48 m wide) North eleven (11) degrees twenty eight (28) minutes forty three (43) seconds West a distance of thirty seven decimal three seven four (37.374) metres and North fifteen (15) degrees zero one (01) minutes thirty four (34) seconds West a distance of one hundred and sixty decimal two zero eight (160.208) metres;

Thence along the easterly limits of Route 498 (30.48 m wide) North eighteen (18) degrees fifty six (56) minutes twenty four (24) seconds West a distance of four hundred and fifteen decimal two six two (415.262) metres and North eighteen (18) degrees thirty five (35) minutes sixteen (16) seconds West a distance of one hundred and fifty six decimal zero one four (156.014) metres to the point of beginning, containing 20.299 Hectares and is shown and delineated on attached drawing No. ABI 94 498-6.

All bearings refer to Grid North (NAD 83)

Enos K. Fudge

Newfoundland Land Survey



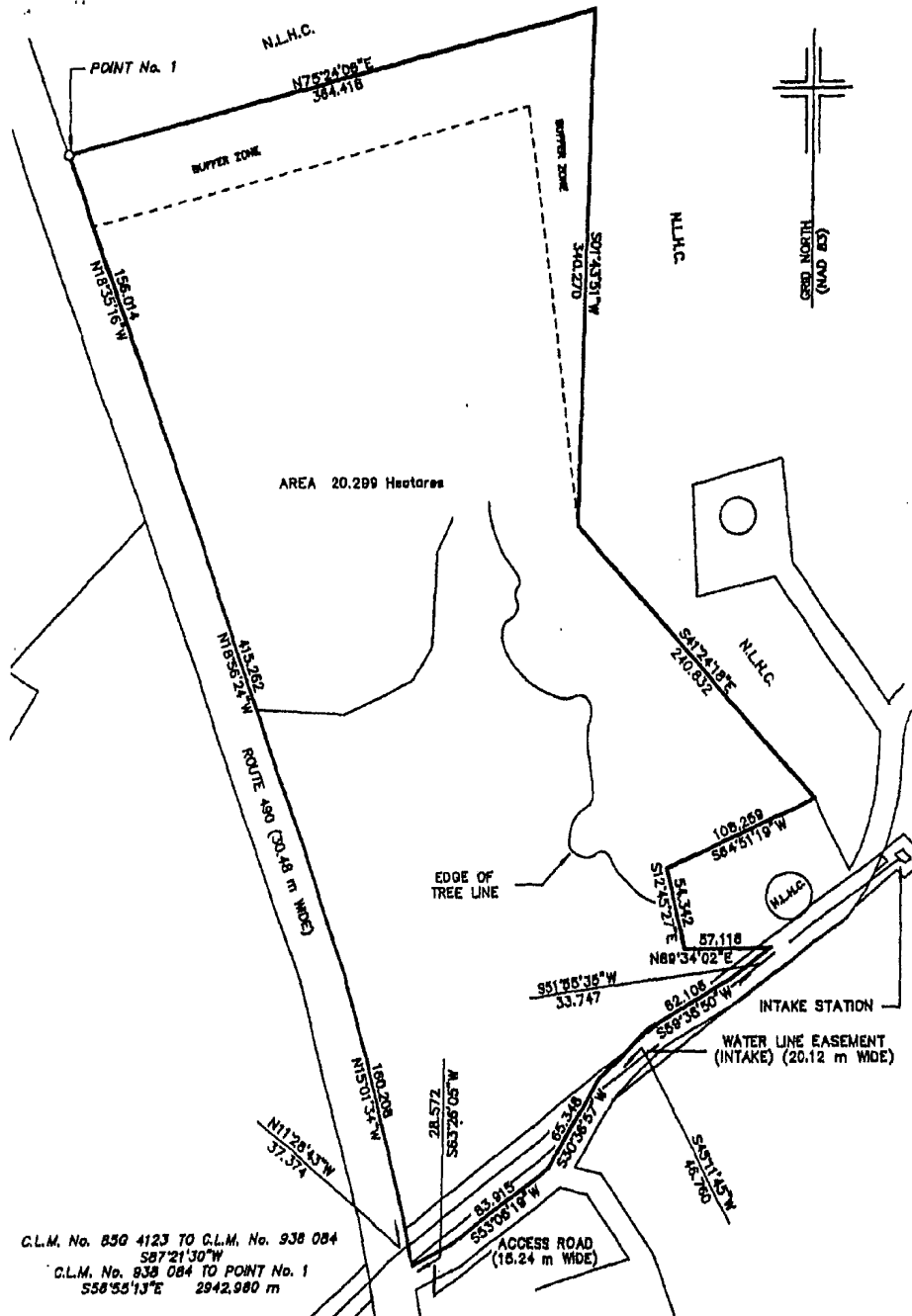
EKF/oje

Enos Fudge Surveys

ABI 94 498-6

January 31, 1995

Revised September 29, 1995



G.L.M. No. 850 4123 TO G.L.M. No. 938 084
 S87°21'30\"/>

LAND SURVEY FOR ABITIBI PRICE INC. (DUMP SITE)
 PORT HARMON, STEPHENVILLE, NF.

SCALE 1 : 3000

DATE 31 JANUARY 1988 REVISED 29 SEPTEMBER 1988

DRAWING No. ABI 94 490 - 8



SCHEDULE "D" PAGE 1

Description

Land of Abitibi Price Inc.
(Dump Site)

Route 498 - Stephenville

All that piece or parcel of land situate, lying and being east of Route 498, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows;

That is to say, beginning at a point said point is found by running South forty nine (49) degrees fifty five (55) minutes zero nine (09) seconds East from Crown Land Monument No. 938 084 a distance of three thousand eight hundred and forty seven decimal nine zero zero (3847.900) metres;

Running thence from the above described point of beginning by property of N.L.H.C. North thirty seven (37) degrees zero zero (00) minutes twenty one (21) seconds East a distance of one hundred and thirty seven decimal nine nine eight (137.998) metres and North seventy eight (78) degrees twenty three (23) minutes twenty (20) seconds East a distance of one hundred and seventeen decimal four seven three (117.473) metres;

Thence along tank easement South zero six (06) degrees forty eight (48) minutes forty eight (48) seconds East a distance of forty four decimal five four zero (44.540) metres and North eighty three (83) degrees eleven (11) minutes twelve (12) seconds East a distance of twenty eight decimal two seven zero (28.270) metres;

Thence along the westerly limits of an Access Road (15.24 m wide) South zero six (06) degrees forty eight (48) minutes forty eight (48) seconds East a distance of thirty three decimal six three eight (33.638) metres, following the arc of a curve of radius 74.098 m whose chord bearing and distance is South twenty five (25) degrees forty (40) minutes twenty five (25) seconds West a distance of fifty decimal three eight seven (50.387) metres, South fifty two (52) degrees zero zero (00) minutes thirteen (13) seconds West a distance of forty six decimal two eight nine (46.289) metres and South forty three (43) degrees zero five (05) minutes zero four (04) seconds West a distance of one hundred and ten decimal three five eight (110.358) metres;

Thence by property of N.L.H.C. North forty six (46) degrees fifty nine (59) minutes thirty nine (39) seconds West a distance of one hundred and thirty nine decimal one eight five (139.185) metres to the point of beginning; containing 3.037 Hectares and is shown and delineated on attached drawing No. API 93 498-3.

All bearings refer to Grid North (NAD 27).

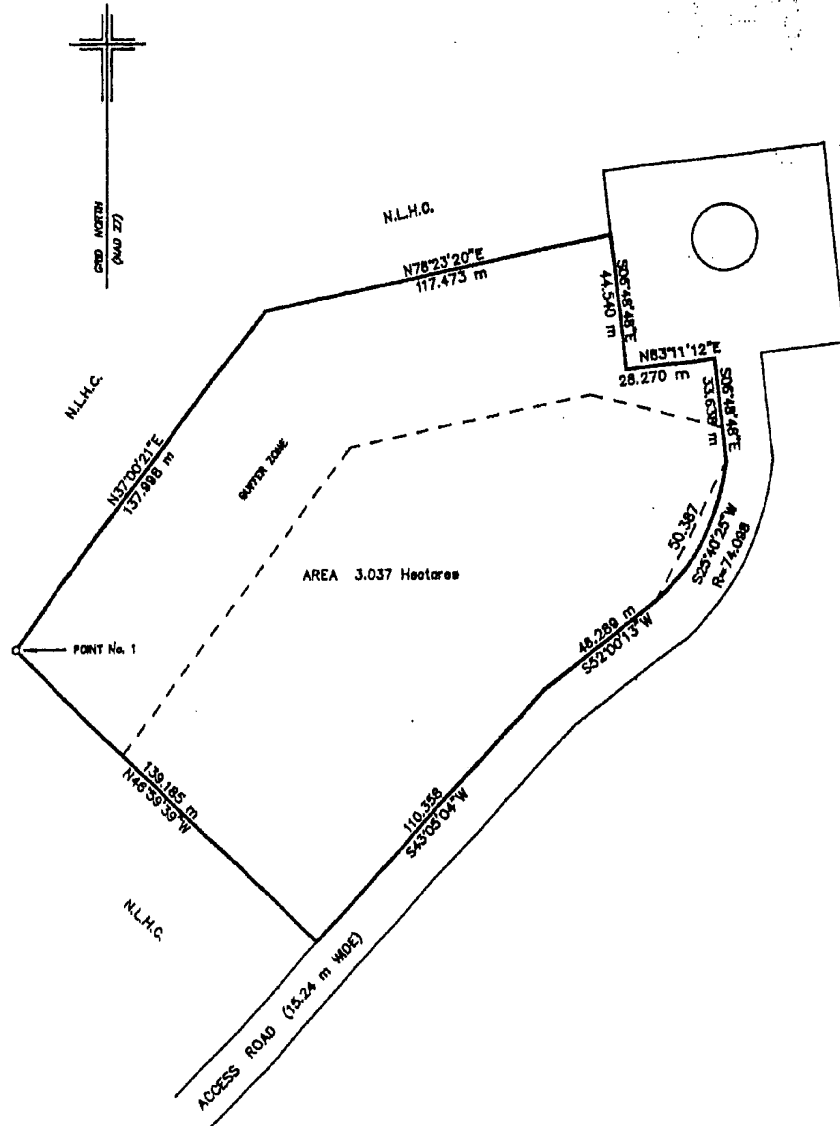
Enos K. Fudge



EKF/oje
Enos Fudge Surveys
API 93 498-3
August 12, 1993
Revised September 29, 1993

Newfoundland Land

SCHEDULE "D" PAGE 2



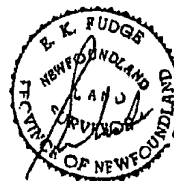
O.L.M. No. 856 4123 TO O.L.M. No. 938 084
 S87°21'30"W
 O.L.M. No. 938 084 TO POINT No. 1
 S48°58'09"E 3847.900 m

LAND SURVEY FOR ABITIBI PRICE INC. (DUMP SITE)
 ROUTE 490, STEPHENVILLE, NF.

SCALE 1 : 1500

DATE 12 AUGUST 1993 REVISED 29 SEPTEMBER 1995

DRAWING No. API 93 490 - 3



SCHEDULE "E", PAGE 1

Description

Land of Abitibi Price Inc.
Parcel "A"

Port Harmon - Stephenville

All that piece or parcel of land situate, lying and being on the south side of an Access Road, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows;

That is to say, beginning at a point said point is found by running South thirty eight (38) degrees forty eight (48) minutes thirty seven (37) seconds East from Crown Land Monument No. 938 084 a distance of three thousand two hundred and five decimal four eight one (3205.481) metres and South thirty nine (39) degrees zero two (02) minutes thirty one (31) seconds West a distance of thirty eight decimal two two one (38.221) metres;

Running thence from the above described point of beginning South thirty nine (39) degrees zero two (02) minutes thirty one (31) seconds West by property of Abitibi Price Inc. a distance of fifty decimal five four nine (50.549) metres;

Thence by property of Abitibi Price Inc. South sixty nine (69) degrees zero six (06) minutes thirty one (31) seconds West a distance of one hundred and two decimal six four zero (102.640) metres;

Thence by property of Abitibi Price Inc. North thirty six (36) degrees forty nine (49) minutes twenty nine (29) seconds West a distance of seven decimal one three seven (7.137) metres;

Thence along the southerly limits of an Access Road (20.12 m wide) North sixty four (64) degrees fifty seven (57) minutes twenty nine (29) seconds East a distance of one hundred and ten decimal three one seven (110.317) metres and North fifty three (53) degrees forty eight (48) minutes fifty six (56) seconds East a distance of thirty nine decimal seven two six (39.726) metres to the point of beginning; containing 1403.4 square metres and is shown and delineated on attached drawing No. ABI 94 490-7.

All bearings refer to Grid North (NAD 83).

Enos K. Fudge

Newfoundland Land Surveyor

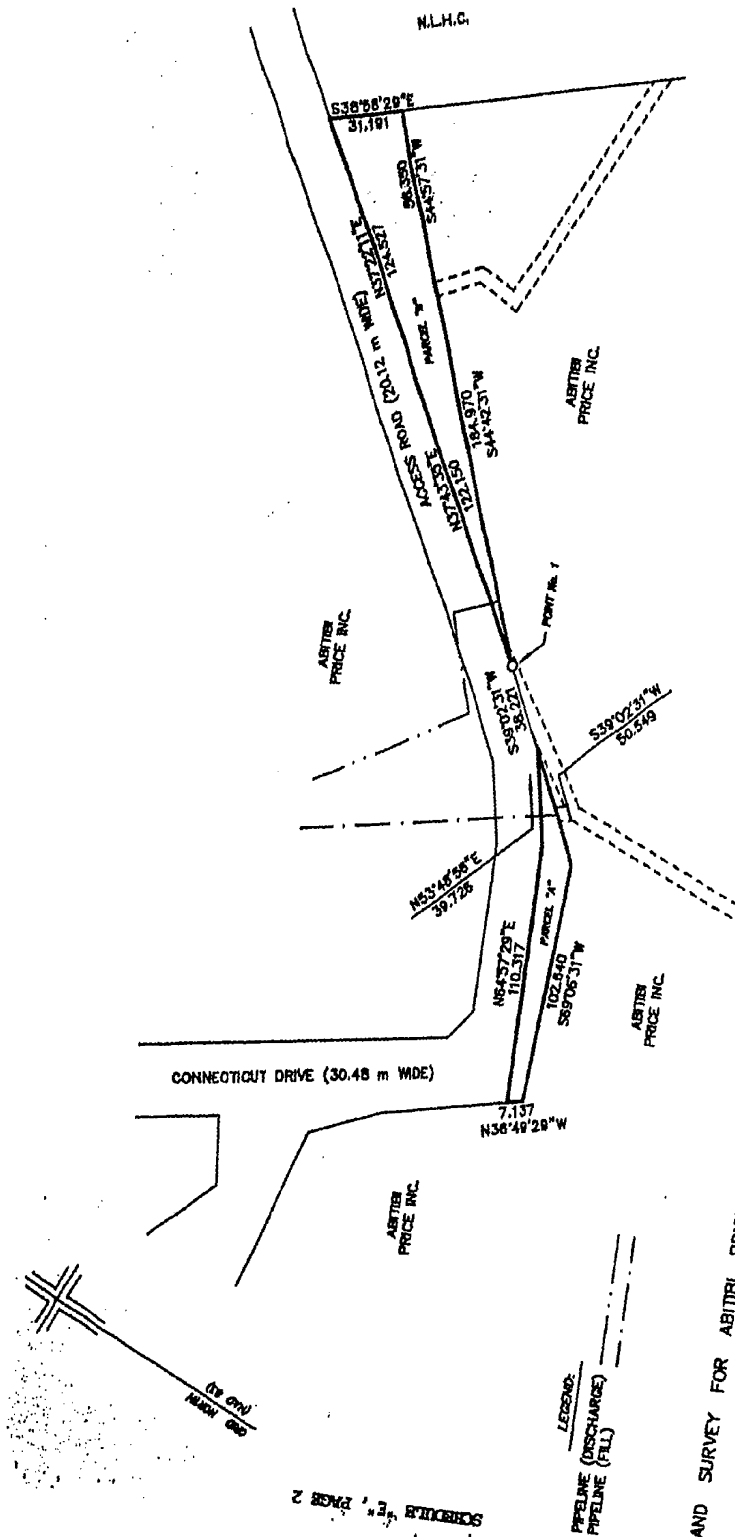


EKF/cje

Enos Fudge Surveys

ABI 94 490-7

February 10, 1993



AREA PARCEL "A" 2403.4 m²
 AREA PARCEL "B" 3871 m²
 C.L.M. No. 856 4123 TO C.L.M. No. 838 084
 C.L.M. No. 838 084 TO POINT No. 1
 S38°48'37"E 3303.481 m



LAND SURVEY FOR ABITIBI PRICE INC.
 PORT HARMON, STEPHENVILLE, NF.
 SCALE 1 : 2000
 DATE 10 FEBRUARY 1995
 DRAWING No. ABI 94 490 - 7

2000 FEBRUARY 10, PAGE 2

SCHEDULE "F", PAGE 1

Description

Land of Abitibi Price Inc.
Parcel "B"

Port Harmon - Stephenville

All that piece or parcel of land situate, lying and being on the east side of an Access Road, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows;

That is to say, beginning at a point said point is found by running South thirty eight (38) degrees forty eight (48) minutes thirty seven (37) seconds East from Crown Land Monument No. 938 084 a distance of three thousand two hundred and five decimal four eight one (3205.481) metres;

Running thence from the above described point of beginning North thirty seven (37) degrees forty three (43) minutes thirty five (35) seconds East along the easterly limits of an Access Road (20.12 m wide) a distance of one hundred and twenty two decimal one five zero (122.150) metres;

Thence along the easterly limits of an Access Road (20.12 m wide) North thirty seven (37) degrees twenty two (22) minutes eleven (11) seconds East a distance of one hundred and twenty four decimal five two seven (124.527) metres;

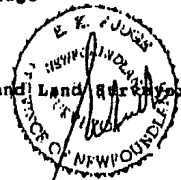
Thence by property of N.L.H.G. South thirty eight (38) degrees fifty eight (58) minutes twenty nine (29) seconds East a distance of thirty one decimal one nine one (31.191) metres;

Thence by property of Abitibi Price Inc. South forty four (44) degrees fifty seven (57) minutes thirty one (31) seconds West a distance of fifty six decimal three five zero (56.350) metres and South forty four (44) degrees forty two (42) minutes thirty one (31) seconds West a distance of one hundred and eighty four decimal nine seven zero (184.970) metres to the point of beginning; containing 3671 square metres and is shown and delineated on attached drawing No. ABI 94 490-7.

All bearings refer to Grid North (NAD 83).

Enos K. Fudge

Newfoundland Land Registry



EKF/cje

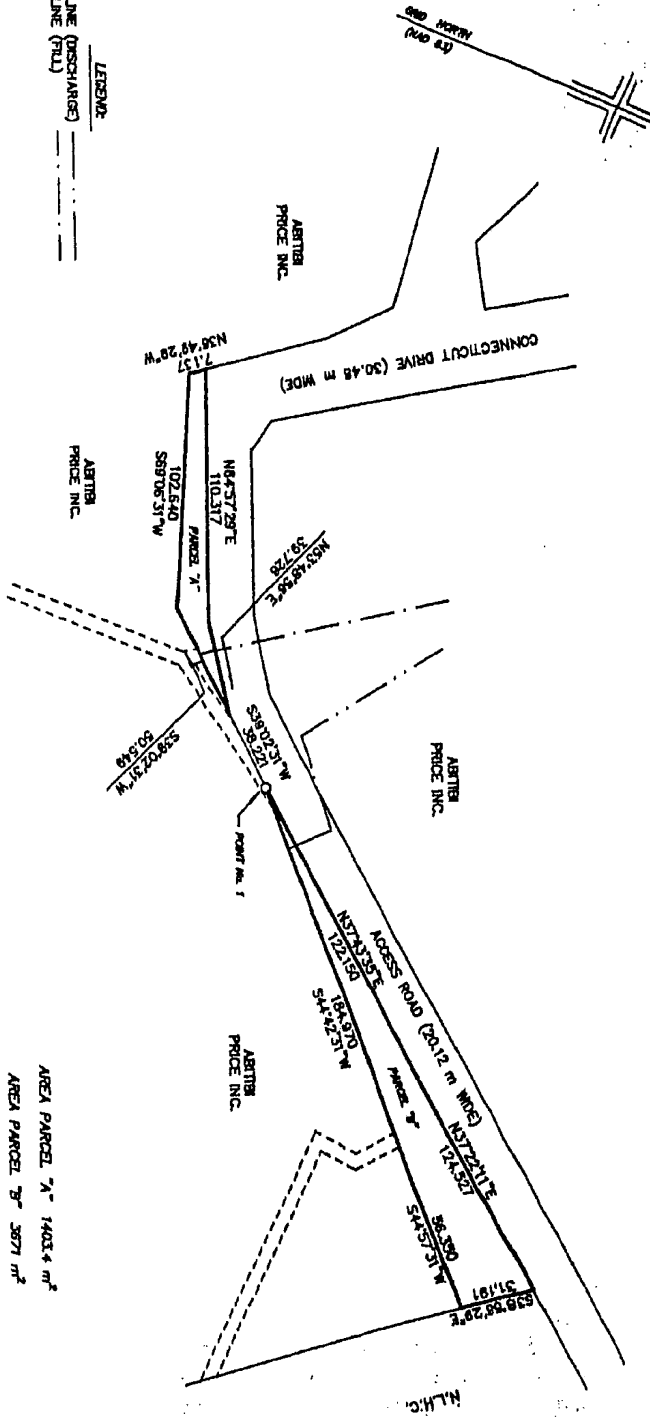
Enos Fudge Surveys

ABI 94 490-7

February 10, 1995

LEGEND:
PIPELINE (DISCHARGE) ————
PIPELINE (FILL) - - - - -

LAND SURVEY FOR ABTIBI PRICE INC.
PORT HARMON, STEPHENVILLE, NF.
SCALE 1 : 2000
DATE 10 FEBRUARY 1995
DRAWING No. ABI 94 490 - 7



AREA PARCEL "A" 1403.4 m²
AREA PARCEL "B" 3871 m²

CLM. No. 836 4123 TO CLM. No. 838 084
CLM. No. 838 084 TO POINT No. 1
S86°02'31"E 1003.481 m

THE SCHEDULE HEREIN PERTAINING TO

Schedule "A"

ALL THAT piece or parcel of land situated at Harmon Complex, Stephenville, in the Province of Newfoundland, Canada, and abutted and bounded as follows, that is to say: Starting at a point being Crown Lands Marker No. 938+060 thence along a tranverse South $40^{\circ} 38'$ West to Crown Lands Marker No. 936+161, 377 thence South $80^{\circ} 20'$ East a distance of 346.70 metres to the point of commencement; Thence South $36^{\circ} 42'$ East for a distance of 103.00 metres; thence North $83^{\circ} 34'$ East for a distance of 71.19 metres; thence South $45^{\circ} 50'$ East for a distance of 31.31 metres; thence South $35^{\circ} 29'$ East for a distance of 64.19 metres; thence North $70^{\circ} 27'$ East for a distance of 102.64 metres; thence North $40^{\circ} 23'$ East for a distance of 88.77 metres; thence North $46^{\circ} 30'$ East for a distance of 184.97 metres; thence North $46^{\circ} 18'$ East for a distance of 56.35 metres; thence South $37^{\circ} 38'$ East for a distance of 435.12 metres; thence South $79^{\circ} 44'$ East for a distance of 170.71 metres; thence South $55^{\circ} 23'$ East for a distance of 12.12 metres; thence South $9^{\circ} 07'$ East for a distance of 34.65 metres; then South $00^{\circ} 45'$ East for a distance of 35.07 metres; thence South $90^{\circ} 11'$ West for a distance of 26.17 metres; thence South $23^{\circ} 24'$ West for a distance of 26.92 metres; thence South $40^{\circ} 13'$ West for a distance of 28.36 metres; thence South $57^{\circ} 05'$ West for a distance of 26.15 metres; thence South $63^{\circ} 30'$ West for a distance of 62.18 metres; thence South $51^{\circ} 17'$ West for a distance of 23.95 metres; thence South $40^{\circ} 13'$ West for a distance of 117.99 metres; thence, South $51^{\circ} 03'$ West for a distance of 53.27 metres, thence North $89^{\circ} 40'$ West for a distance of 18.69 metres; thence North $70^{\circ} 32'$ West for a distance of 98.00 metres; thence South $60^{\circ} 25'$ West for a distance of 44.16 metres; thence South $78^{\circ} 13'$ West for a distance of 43.32 metres; thence South $16^{\circ} 36'$ West for a distance of 90.24 metres; thence South $43^{\circ} 48'$ West for a distance of 59.28 metres; thence South $61^{\circ} 43'$ West for a distance of 138.96 metres; thence North $30^{\circ} 50'$ West for a distance of 841.66 metres; thence North $59^{\circ} 10'$ East for a distance of 104.58 metres to the point of commencement, the said piece or parcel of land containing 45.324 hectares and being bounded by properties of Harmon Corpor-

ation on the north, east and south and by land of the Ministry of Transport and Stephenville Harbour on the west, and being delineated on the plan annexed hereto and thereon outlined in red, all bearings being referred to Magnetic North SUBJECT TO HOWEVER THE EXCEPTIONS RESERVATIONS AND COVENANTS.

HEREINAFTER CONTAINED.

There are reserved to the Government^{of Newfoundland ("Government")} and its successors in title the owners for the time being of Nine Pond in the vicinity of the property hereinbefore conveyed the underground water pipes the approximate lines and positions whereof are shown by the green lines on the plan annexed hereto together with the right in perpetuity for it and them and its or their servants and licensees to use the said pipes for the supply of industrial water to the property of the Government and its successors in title and its and their licensees and to inspect, cleanse, repair, maintain, remove, replace and enlarge the same for such purposes to enter on and walk over the lands adjoining the said water pipes and do any necessary work thereon causing as little damage as possible and restoring the surface whenever opened up as soon as may be and making reasonable compensation for all damage done or caused thereby and the Company for itself and its successors in title covenants not to build over the said water pipes and on the strip of land ten feet (10') either side of the said water pipes or to do or to suffer to be done anything whereby the purity and flow of the water carried by the said pipes may be diminished or polluted.

There are reserved to the Government and its successors in title the owners for the time being of the petroleum pipe lines in the vicinity of the property hereinbefore conveyed the underground petroleum pipes the approximate lines and positions whereof are shown by the black lines on the plan annexed hereto together with the right in perpetuity for it and them and its or their servants and licensees to use the said pet-

roleum pipes for the supply of petroleum to the property of the Government and its successors in title and its and their licensees and to inspect, cleanse, repair, maintain, remove, replace and enlarge the same and for such purposes to enter on and walk over the lands adjoining the said petroleum pipes and to do any necessary work thereon causing as little damage as possible and restoring the surface whenever opened up as soon as may be and making compensation for all damage done or caused thereby and the Company for itself and its successors in title covenants not to build over the said petroleum pipes or on the strip of land ten feet (10') either side of the said petroleum pipes or do or suffer to be done anything whereby the flow of the petroleum carried by the said pipes may be diminished or polluted.

There is reserved to the Government and its successors in title the owners for the time being of the petroleum lines described above and their servants and licensees at all times unimpeded access to and use of the pumps and valves for such lines located at the pumphouse shown on the plan annexed hereto.

There are reserved to the Government and its successors in title the owners for the time being of the domestic water supply to the property hereinbefore conveyed the underground water pipes the approximate lines and positions whereof are shown by the yellow lines on the plan annexed hereto together with the right in perpetuity for it and them and its or their servants and licensees to use the said pipes for the supply of domestic water to the property of the Government and its successor in title, the owners of the domestic water supply service, and its and their licensees and to inspect, cleanse, repair, maintain, remove, replace and enlarge the same and for such purposes to enter on and walk over the lands adjoining the said water pipes and to do any necessary work thereon causing as little damage as possible and restoring the surface when-

ever opened up as soon as may be and making compensation for all damage done or caused thereto and the Company for itself and its successors in title covenants not to build over the said water pipes or on the strip of land five feet (5') either side of the said water pipes or do or suffer to be done anything whereby the purity and flow of the water carried by the said pipes may be diminished or polluted.

Out of the conveyance hereinbefore contained there are excepted and reserved unto the Government absolutely and forever all minerals, petroleum and stratified deposits from which oil can be extracted by destructive distillation.

If the Company desires to close off the right of the public to use the public road or, under the terms of the agreement granting the right of way for the railway spur to the property hereinbefore conveyed, the right of others to use the said railway spur, where such road and railway spur enters, passes over and leaves the property of the Company hereinbefore conveyed the Company shall at its own expense relocate the said road or the said railway spur or both as the case may be in a manner to be approved in writing by the Government or the local authority or authorities administering such road and the land over which the railway spur passes.

ALL THAT

certain lot, piece, or parcel of land being part of the property previously leased to the Government of the United States of America for the establishment of Ernest Harmon Air Force Base in the Electoral District of Port au Port in the Province of Newfoundland, being bounded and described as follows: Starting at a point inscribed PT #1, the said point having reference from the most Southerly corner of the concrete wharf structure on Port Harmon as follows; North fifty-eight degrees twenty-nine minutes East (N 58° 29' E) one hundred fourteen and nine tenths (114.9) feet; thence, North fifty-eight degrees twenty-nine minutes East (N 58° 29' E) two hundred eighty-five and one tenth (285.1) feet; thence, South thirty-one degrees thirty-one minutes East (S 31° 31' E) seven hundred fifty (750.0) feet to the above starting point; thence by property of Labrador Linerboard Ltd. South thirty-one degrees thirty-one minutes East (S 31° 31' E) one thousand three hundred ninety and three tenths (1390.3) feet to a point inscribed PT #2; thence, by property of Harmon Corporation and Reid Lot 21 South twenty-nine degrees thirty-four minutes West (S 29° 34' W) seven thousand nine hundred ninety-nine and nine tenths (7999.9) feet to a point inscribed PT #3, located on the high water mark of Bay St. George; thence, in a general Northerly direction following the high water mark of Bay St. George approximately one thousand nine hundred twenty (1920.0) feet to a point inscribed PT #5A; thence, North twenty-six degrees fifty-seven minutes East (N 26° 57' E) fifty (50.0) feet to a point inscribed PT #5; thence, by property of Ministry of Transport North twenty-six degrees fifty-seven minutes East (N 26° 57' E) two thousand two hundred ninety-two and three tenths (2292.3) feet to a point inscribed PT #6; thence, by property of Ministry of Transport North twenty-six degrees fifty-nine minutes East (N 26° 59' E) three thousand twenty-eight and six tenths (3028.6) feet to a point inscribed PT #7; thence, by property of Ministry of Transport North twenty-five degrees twenty-four minutes East (N 25° 24' E) seven hundred seventy four and eight tenths (774.8) feet to a point inscribed PT #8; thence, by property of Ministry of Transport North forty-two degrees twenty-two minutes East (N 42° 22' E) nine hundred forty-eight and eight tenths (948.8) feet to a point inscribed PT #9; thence by property of Ministry of Transport North fifty-eight degrees twenty-nine minutes East (N 58° 29' E) four hundred ninety-one and four tenths (491.4) feet, more or less, to the starting point: for reference purposes PT #5 has reference from PT #3 as follows: North eleven degrees two minutes West (N 11° 02' W)

one thousand five hundred seventy-three and six tenths (1573.6) feet to a point inscribed PT #4, thence, North fifty-four degrees forty-three minutes West (N 54° 43' W) three hundred forty-five (345.0) feet to PT #5: the herein described property shown delineated in red on the attached Drawing No. 7647-1, containing in area eleven million five hundred thirty-two thousand (11,532,000) square feet, more or less, or two hundred sixty-four and seven tenths (264.7) acres, more or less, all bearings being from the true meridian.

TOGETHER WITH all buildings and erections thereon TO HOLD the same unto the Purchaser absolutely and forever SUBJECT TO the condition that the Purchaser, its successors and assigns shall allow to the Government of Canada its servants, agents and independent contractors, forever, free and unobstructed passage over all roadways existing within the limits of the land hereby conveyed as of the date hereof as shown on the attached Drawing No. 7647-1 and over all roadways constructed in substitution for or in lieu of such existing roadways.

Description

Land of the Town of Stephenville

Port Harmon, Stephenville, NL.

Schedule "A" - Page 1

All that piece or parcel of land situate, lying and being at Port Harmon, Stephenville, District of St. George's-Stephenville East, Province of Newfoundland and Labrador, abutted and bounded as follows;

That is to say, beginning at a point, said point having Grid Co-ordinates N5378849.881; E303077.081;

Running thence from the above described point of beginning by property of Canadian Coast Guard S81°08'57"W distance 74.851 metres;

Thence by properties of Canadian Coast Guard and Port Harmon Authority S72°58'00"W distance 60.897 metres;

Thence by property of Port Harmon Authority S67°41'28"W distance 85.311 metres;

Thence S32°15'08"E distance 184.005 metres;

Thence N57°43'41"E distance 115.391 metres;

Thence by land of Abitibi-Consolidated Inc. N13°13'00"E distance 140.984 metres;

Thence by the westerly limits of an access road N40°28'24"W distance 47.873 metres to the point of beginning; containing 2.867 hectares as shown and delineated on attached Drawing No. 08-ABITIBI-1.

All bearings refer to Grid North (NAD 83)

Enos K. Fudge

Newfoundland Land Surveyor

Enos Fudge Surveys

08-ABITIBI-1

November 28th, 2008

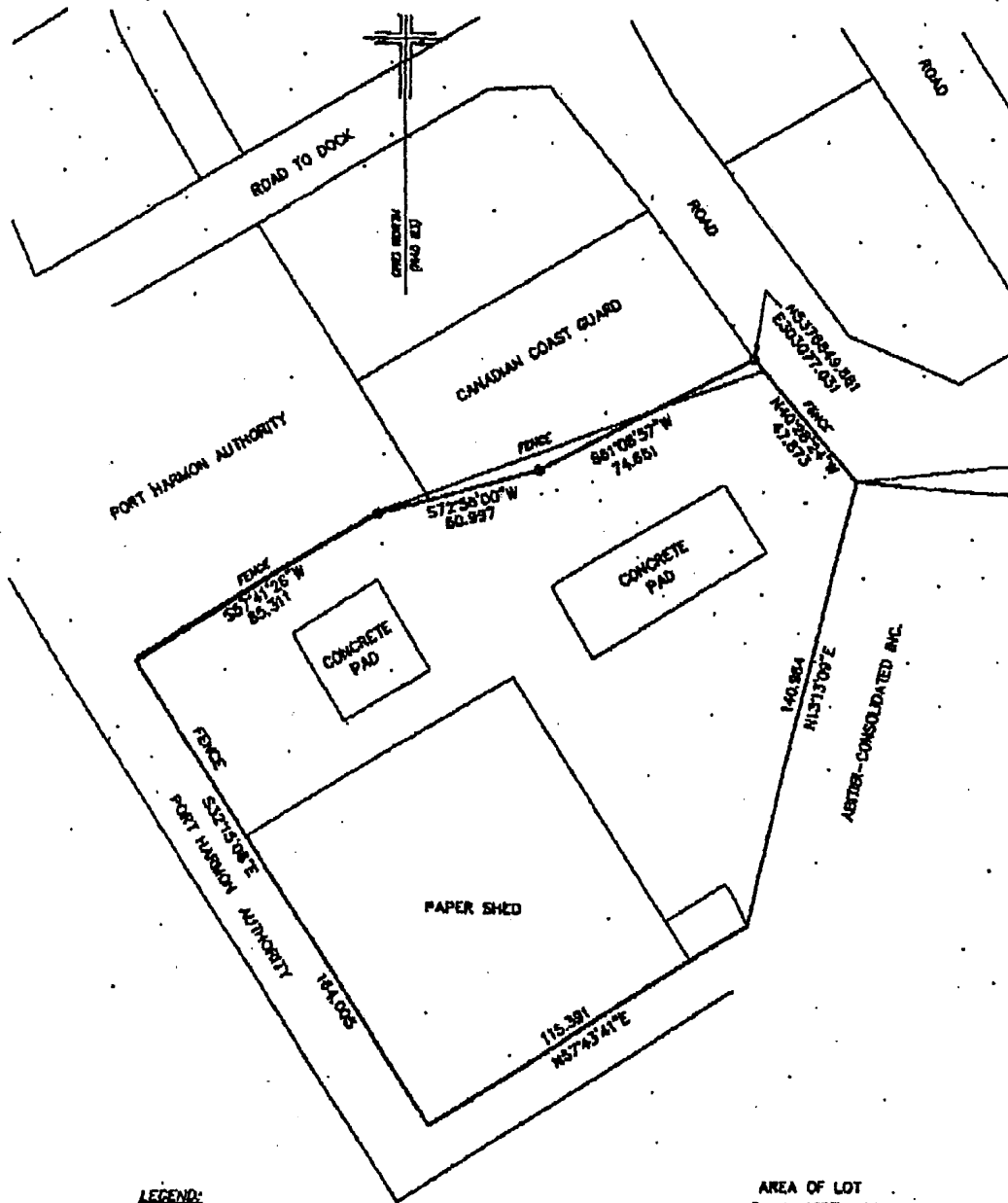


Schedule "A" - Page 2

JPN-87-09 03:12

TEL: 1786436665

P.82



LEGEND:

- EXISTING IRON PIN
- PLACED IRON PIN
- POWER LINE
- FENCE LINE
- HYDRANT
- GUY WIRE
- POLE
- CONTROL MONUMENT

AREA OF LOT
2.887 HECTARES

LAND SURVEY FOR THE TOWN OF STEPHENVILLE

PORT HARMON, STEPHENVILLE, NL.

SCALE 1 : 1500



ALL THOSE various pieces or parcels of land lying, situate and being in or near the Town of Botwood, Newfoundland and Labrador, or located within thirty (30) kilometres of the municipal boundaries of the Town of Botwood, all as more fully described in those conveyances described in the attached Table, **BUT EXCLUDING THEREFROM** all those properties conveyed subsequent to the dates of such conveyances.

Parcel Key

Parcel	Date Acquired	Description
19	?	Railroad Right-of-way along Water Street
140	December 3, 1908	Thomas Hancock , John Hancock to A. E. Harris (conveyance) (V38, F587-588)
141	December 3, 1908	William Hemeon to A. E. Harris (conveyance) (V38, F591-593) - 0.38 acres
142	December 4, 1908	Henry Hancock to A. E. Harris (confirmation) (V38, F593-594)
143	December 4, 1908	William Baird to A. E. Harris (conveyance) (V38, F584-585)
144	January 2, 1909	Thomas Hancock and William Wheeler to A. E. Harris (conveyance) (V39, F106-107) - 0.50 acres
145	December 5, 1908 and July 12, 1916	Thomas Hancock and A. Mugford to A. E. Harris (conveyance) (V38, F583-584) - 0.25 acres; and, Harry Crowe to A. Mugford (conveyance) (V65, F242-243)
146	December 3, 1908	Joseph Hancock (Estate of James Hancock) to A. E. Harris (conveyance) (V38, F581-582)
147	December 4, 1908	Martha and Archibald Hancock and Joseph Hancock to A. E. Harris (conveyance) (V38, F580-581) - 1 acre
148	January 4, 1909	James J. Smith and Joseph Hancock to A. E. Harris (conveyance) (V39, F107-109) - 1 acre
149	December 3, 1908	Harry Burt and Joseph Hancock to A. E. Harris (conveyance)
151	May 28, 1909	P. Walker et al to A. E. Harris (conveyance) (V40, F151-153)
152	February 1, 1909	George Burt to A. E. Harris (conveyance) (V39, F259-260) - 1.65 acres
153	February 2, 1909	T. Scott to A. E. Harris (confirmation) (V51, F289-290) - 1.65 acres

154	October 24, 1908	Samuel Oxford to A. E. Harris (bill of sale) (V38, F411-412)
155	October 24, 1908	Samuel Oxford to A. E. Harris (bill of sale) ((V38, F412-413)
156	October 10, 1908	Henry Handcock to A. E. Harris (bill of sale) (V38, F364-368)
214	December 1, 1915	Harry Burt to ANDCo (conveyance) (V57, F143-144) – 2.31 acres
217	December 1, 1915	Harry Burt to ANDCo (deed of exchange) (unregistered) – 0.22 acres
238	November 18, 1916	Peter D. Park and Carl W. Storm to ANDCo (bill of sale) (V59, F337-338) - Land and Boat House
574	September 20, 1928	E. J. Blackwood to ANDCo (conveyance) (V1021, F502-504)
595	August 31, 1922	A. E. Reed and Company to ANDCo (V105, F433-436) (conveyance)
672	December 28, 1929	Eastern Trust to ANDCo (conveyance) (V112, F182-186)
687A	July 8, 1929	James Inder et al to ANDCo (conveyance) (V114, F488-490) – approx. 26 acres
687B	July 8, 1929	Martha Mugford et al to ANDCo (confirmation) (V114, F490- 492)

SCHEDULE “E”: Excluded Properties

See attached

Description

Land of the Town of Stephenville

Port Harmon, Stephenville, NL.

Schedule "A" - Page 1

All that piece or parcel of land situate, lying and being at Port Harmon, Stephenville, District of St. Georges-Stephenville East, Province of Newfoundland and Labrador, abutted and bounded as follows;

That is to say, beginning at a point, said point having Grid Co-ordinates N5376649.881; E303077.031;

Running thence from the above described point of beginning by property of Canadian Coast Guard S81°08'57"W distance 74.651 metres;

Thence by properties of Canadian Coast Guard and Port Harmon Authority S72°58'00"W distance 50.997 metres;

Thence by property of Port Harmon Authority S67°41'26"W distance 55.311 metres;

Thence S32°15'08"E distance 164.005 metres;

Thence N57°43'41"E distance 115.391 metres;

Thence by land of Abitibi-Consolidated Inc. N13°13'09"E distance 140.964 metres;

Thence by the westerly limits of an access road N40°28'24"W distance 47.873 metres to the point of beginning; containing 2.867 hectares as shown and delineated on attached Drawing No. 08-ABITIBI-1.

All bearings refer to Grid North (NAD 83)

Enos K. Fudge,

Newfoundland Land Surveyor

Enos Fudge Surveys

08-ABITIBI-1

November 28th, 2008