

MORTGAGE

THIS MORTGAGE made at Montreal, in the Province of Quebec the 23rd day of April, 2010.

BETWEEN:

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 and Labrador

(the "**Mortgagor**"),

OF THE FIRST PART

AND:

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 "**Mortgagees**")

OF THE SECOND PART

1. CHARGE

As security for the payment of the sum of One Thousand Dollars (\$1,000.00) (subject to any adjustments under the Promissory Note (as hereinafter defined)) (the "**Principal Amount**") of lawful money of Canada, now due and owing by the Mortgagor to the Mortgagees pursuant to the terms and conditions of an Indenture made between the parties hereto and dated the ___ day of _____, 2010 (the "**Indenture**") and evidenced by a promissory note given by the Mortgagor to and in favour of the Mortgagees dated the ___ day of _____, 2010 (the "**Promissory Note**"), the Mortgagor as beneficial owner hereby grants, mortgages, charges, pledges, assigns and conveys as and by way of a fixed and specific mortgage, charge, pledge, security interest and assignment to and in favour of the Mortgagees all of its right, title, estate and interest, present and future, in and to **ALL THOSE** pieces or parcels of land being situate at the Towns of Stephenville and Botwood in the Province of Newfoundland and Labrador more particularly described in Schedule "A" hereto (which Schedule forms part and parcel of these presents) **TOGETHER WITH** all buildings and erections and personal property thereon and all appurtenances to the same belonging or in any way appertaining with the reversion and

reversions, remainder and remainders, rents, issues and profits thereof and all the claim, property and demand, both at law and in equity, of the Mortgagor, of, in, to or out of the same or any part thereof **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 Mortgagor or issued in connection with the ownership, use or occupation of the pieces or parcels of land (collectively hereinafter referred to as the “**Mortgaged Premises**”) **EXCEPTING AND RESERVING THEREOUT** such assets described in Schedule “B” hereto annexed **TO HOLD** the same unto the Mortgagees, absolutely and forever, **SUBJECT** to the proviso for redemption contained in Paragraph 2 hereof.

2. **REPAYMENT**

This Mortgage shall be void upon the Mortgagor paying to the Mortgagees, or an agent of the Mortgagees to be designated from time to time, in lawful money of Canada all amounts that may be due or become due by the Mortgagor to the Mortgagees under the provisions of the Promissory Note and this Mortgage.

Without limiting the foregoing, the Mortgagor and the Mortgagees agree that the Mortgagees' recourses for the Principal Amount shall be limited to the Mortgaged Premises (or the proceeds from the sale thereof or the sums paid in relation to the expropriation thereof) and shall be subordinated to (i) the costs of complying with any orders issued in respect of the Mortgaged Premises (or which may hereafter be issued in respect of any conditions existing as of the closing date of the conveyance contemplated by the Indenture) under the *Environmental Protection Act* (Canada), (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 the Mortgagor or the Mortgagor's interest in the Mortgaged Premises.

3. **FIXTURES**

The Mortgagor covenants and agrees that all erections and improvements, fixed or otherwise, now on or after the date of this Mortgage put on the Mortgaged Premises, including but without limiting the generality of the foregoing, all buildings, fences, heating, piping, plumbing, aerials, air-conditioning, ventilating, lighting and water heating equipment, and all apparatus and equipment appurtenant thereto, and all improvements, fixed or otherwise and even though not attached otherwise than by their own weight, are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the Mortgaged Premises and shall be a portion of the security for the amounts secured by this Mortgage.

4. **COVENANTS**

The Mortgagor covenants and agrees with the Mortgagees that:

- (a) **Covenant to Pay and Quiet Enjoyment on Default:** The Mortgagor will pay the Principal Amount in accordance with the Promissory Note and on default the Mortgagees may enter and have quiet enjoyment of the Mortgaged Premises.
- (b) **Realty Taxes:** In connection with taxes, rates and assessments (“**Taxes**”) chargeable against or upon the Mortgaged Premises, the Mortgagor will pay all

Taxes as and when the same become due and payable and will provide the Mortgagees with receipts confirming same as the Mortgagees may require.

- (c) **Good Title and Right to Convey:** The Mortgagor has a good title in fee simple to the Mortgaged Premises and the right to convey the Mortgaged Premises as hereby conveyed.
- (d) **Liens and Construction:** Upon the registration of any lien against the Mortgaged Premises, the Principal Amount and all other amounts hereby secured shall, at the option of the Mortgagees, forthwith become due and payable.
- (e) **Acceleration on Default:** In the event of default of payment of the Principal Amount in accordance with the Promissory Note, or on breach of any covenant or proviso in this Mortgage by the Mortgagor, the whole of the Principal Amount remaining unpaid shall become due and payable, but the Mortgagees may waive their right to call in such Principal Amount and shall not be therefor debarred from subsequently asserting and exercising their right to call in the Principal Amount by reason of such waiver or by reason of any future default.
- (f) **Non-Merger:** The taking of a judgment on any covenant in this Mortgage shall not operate as a merger of any covenant in this Mortgage until such judgment shall have been fully paid and satisfied.
- (g) **Compliance with Laws:** The Mortgagor will at all times promptly observe, perform, execute and comply with all applicable laws, rules, requirements, orders, directions, by-laws, ordinances, work orders and regulations of every governmental authority and agency whether federal, provincial, municipal or otherwise.

5. SALE BY MORTGAGOR

If the Mortgagor sells, conveys, transfers, or enters into any agreement of sale or transfer of the title of the Mortgaged Premises to a purchaser, a grantee or transferee not approved in writing by the Mortgagees, which approval shall be at the sole discretion of the Mortgagees, then, at the option of the Mortgagees, all monies secured by this Mortgage shall forthwith become due and payable at the Mortgagee's sole option and discretion.

6. OBLIGATIONS SURVIVE SALE

The Mortgagor agrees that no sale or other dealing by the Mortgagor with the Mortgaged Premises or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagees as against the Mortgagor or any other person liable for payment of all monies secured by this Mortgage.

7. RIGHTS ON DEFAULT

In the event of default of payment of the Principal Amount in accordance with the Promissory Note, or on breach of any covenant or proviso in this Mortgage by the Mortgagor, the Mortgagees, their inspector or agent may at such time or times as the Mortgagees may deem

necessary and without the concurrence of any other person enter upon the Mortgaged Premises and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Mortgaged Premises, or for inspecting, examining title, taking care of, leasing, collecting the rents of, and generally managing the Mortgaged Premises as it may deem expedient, and all reasonable costs, charges and expenses including allowances for the time and service of any employee of the Mortgagees or other person appointed for the above purposes shall be forthwith payable to the Mortgagees and be a charge on the Mortgaged Premises. The Mortgagees shall not be the agents or attorneys of the Mortgagor by reason of the Mortgagees' entry into possession of the Mortgaged Premises or any part thereof or by anything that may be done by virtue of this Section 7, or be liable to account as Mortgagees or as Mortgagees in possession for anything except actual receipts.

8. POWER OF SALE

In the event of default of payment of the Principal Amount in accordance with the Promissory Note, or on breach of any covenant or proviso in this Mortgage by the Mortgagor, the Mortgagees may sell the Mortgaged Premises in accordance and complying with the provisions of the *Conveyancing Act*, R.S.N. L. 1990, Chapter C-34 as amended pertaining to the sale by a mortgagee of mortgaged premises with or without entering into possession of the Mortgaged Premises.

9. NO PREJUDICE FROM FAILURE TO ENFORCE RIGHTS

No failure by the Mortgagees to enforce at any time or from time to time any of its rights under this Mortgage shall prejudice such rights or any other rights of the Mortgagees and no performance or payment by the Mortgagees in respect of any breach or default of the Mortgagor shall relieve the Mortgagor from any such breach or default under this Mortgage; and no waiver at any time or from time to time of any such rights of the Mortgagees shall prejudice such rights in the event of any future default or breach.

10. MORTGAGEE'S EXPENSES

The Mortgagor agrees to pay the reasonable and necessary costs, charges, fees and expenses of and incidental to this Mortgage and any and all other documents required in connection herewith, and of any amendment, extension, variation or renewal thereof, and of anything done in connection with the enforcement of the security granted hereby or the procuring of the payment of any amount payable under this Mortgage. The Mortgagor further agrees that such amounts shall be paid forthwith upon demand and until paid, shall be a charge on the Mortgaged Premises.

11. DISCHARGE

The Mortgagees shall have a reasonable time after payment of the amounts secured by this Mortgage in full within which to prepare and execute a discharge or assignment of this Mortgage. All legal and other expenses for the preparation, execution and registration of such discharge or assignment shall be borne by the Mortgagor.

12. COMMITMENT LETTER AND ASSIGNMENT BY MORTGAGEES

The provisions set forth in any other agreement between the Mortgagor and the Mortgagees relating to the indebtedness secured by this Mortgage will not merge with this Mortgage but shall survive the execution, delivery and registration of this Mortgage.

The Mortgagor acknowledges that the Mortgagees may transfer or assign this Mortgage without notice to the Mortgagor.

13. SEVERABILITY OF ANY INVALID PROVISIONS

If at any time any provision of this Mortgage is illegal or invalid under or inconsistent with the provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Mortgagees unable to collect the amount of any loss sustained by it as a result of making the loan secured by this Mortgage which it would otherwise be able to collect under such statute, regulation or other applicable law then such provision shall not apply and shall be construed so as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Mortgagees unable to collect the amount of any such loss.

14. HEADINGS

The paragraph headings in this Mortgage are inserted for convenience of reference only and are deemed not to form part of this Mortgage and are not to be considered in the construction or interpretation of this Mortgage or any part thereof.

15. INTERPRETATION

In this Mortgage the expression "the Mortgagor" includes the successors and assigns of the Mortgagor and the expression the "Mortgagees" includes the successors and assigns of the Mortgagees, and words in the singular include the plural and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the context so requires. Furthermore, all rights, advantages, privileges, immunities, powers and things hereby secured to the Mortgagees are equally secured to and exercisable by their successors and assigns.

16. NOTICES

Any notice given under this Mortgage shall be made in writing, and either served personally or forwarded by courier or by registered mail, postage prepaid, if to the Mortgagor:

4513541 Canada Inc.
1155 Metcalfe Street, Suite 800
Montreal, Quebec,
H3B 5H2

Att: President

And if to the Mortgagees:

Abitibi-Consolidated Inc.
1155 Metcalfe Street, Suite 800
Montreal, Quebec,
H3B 5H2

Att: Chief Financial Officer and Chief Legal Officer

Abitibi-Consolidated Company of Canada
1155 Metcalfe Street, Suite 800
Montreal, Quebec,
H3B 5H2

Att: Chief Financial Officer and Chief Legal Officer

The date of receipt of such notice shall be deemed conclusively to be the day of service if such notice is served personally or delivered by courier, or if mailed by registered mail on the delivery date or five (5) regular business days after such date of mailing, whichever is earlier, provided that if there is an interruption in mail services through strike or for other similar reasons then no such notice or documents shall be deemed to have been delivered until actually received by the intended party, whether by mail or otherwise.

17. GOVERNING LAW

This Mortgage shall be governed by the laws of the Province of Newfoundland and Labrador and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of Newfoundland and Labrador and Ontario.

18. ACKNOWLEDGMENT

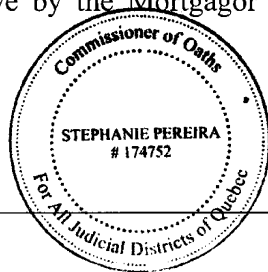
The Mortgagor acknowledges receiving a duplicate copy of this Mortgage.

IN WITNESS WHEREOF the Mortgagor has properly executed this Mortgage as of the day and year first written above.

Signed, sealed and delivered on the date first written above by the Mortgagor in the presence of:



Witness



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

4513541 CANADA INC.



Per: _____, Director

CANADA

PROVINCE OF

CITY OF

TO WIT:

AFFIDAVIT

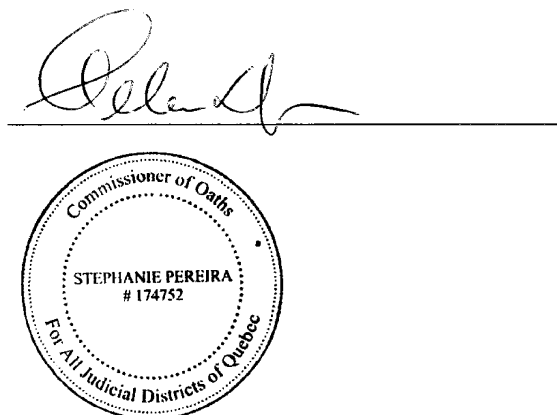
I, ALLEN DEA, of Montreal, in the Province of , hereby make oath and say as follows:

1. **THAT** I am a Director of the Mortgagor named in the within Mortgage respecting the property therein described and as such have personal knowledge of the matters herein deposed to.
2. **THAT** the Mortgagor is not a non-resident 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 Mortgage has never been occupied by any director, officer or shareholder of the Mortgagor, or any spouse of a director, officer or shareholder of the Mortgagor, as a matrimonial home.
5. **THAT** the property described in the within Mortgage 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 mine, 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 Mortgage.

SWORN/AFFIRMED before me at the
City of _____, 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”

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 DFW Plan
S-2123 and a parcel of land at Stephenville,
Electoral District of Stephenville shown
as Parcel E on DFW 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 R. Dwyer
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.

Ray L. Laro
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.

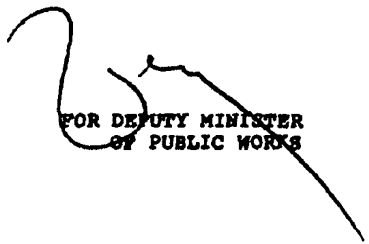
WITNESS:

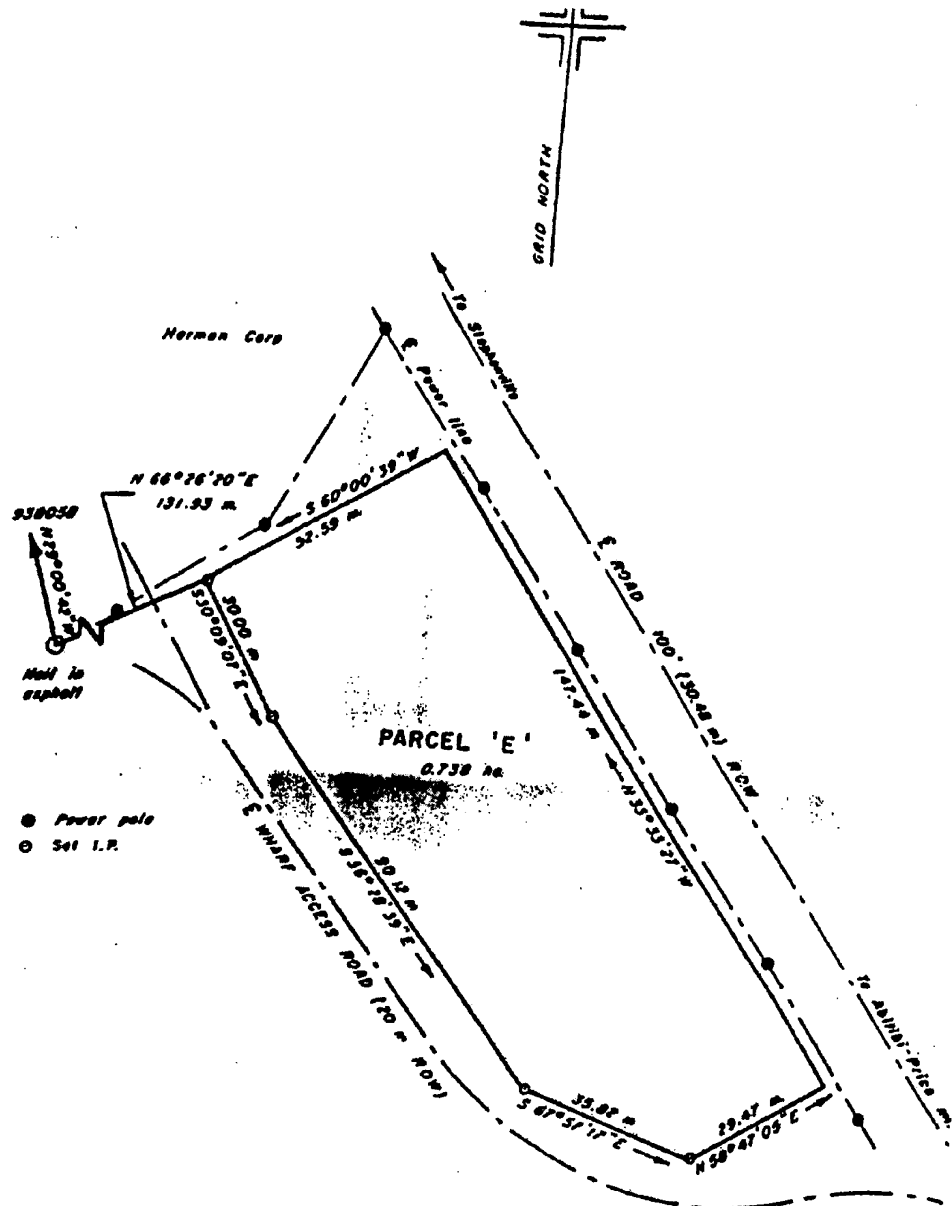
ANTHONY P. SMYTH, Esquire, Deputy of Our Right Trusty and Well-beloved Jeanne Sauvé, a Member of Our Privy Council for Canada, Chancellor and Principal Companion of Our Order of Canada, Chancellor and Commander of Our Order of Military Merit upon whom We have conferred Our Canadian Forces' Decoration,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


FOR DEPUTY MINISTER
OF PUBLIC WORKS

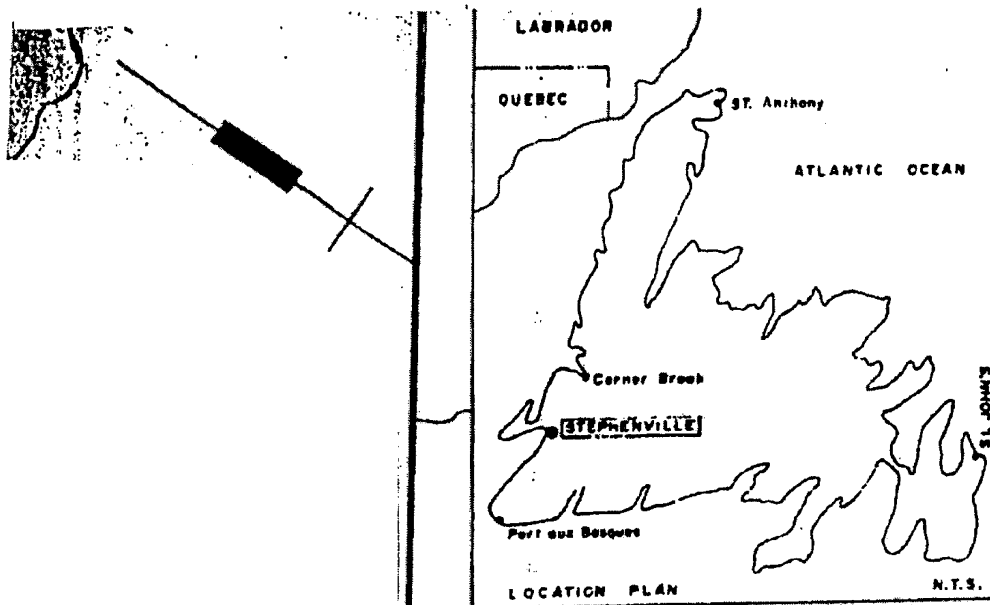


Survey Plan
for
Abitibi-Price
Stephenville, Nfld.

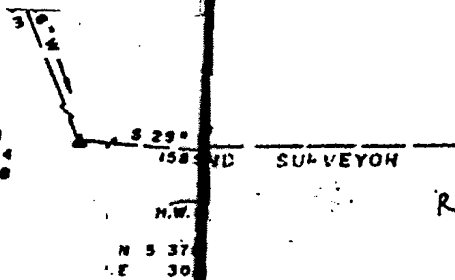


Scale 1:1000
Oct., 1987

PUBLIC WORKS CANADA	
REAL ESTATE SERVICES	S-2004
HALIFAX, N.S.	87/10/24



MOR. NO. 938058
 N 5 378 089.894
 E 302 091.928



Refer to Marker
 Plan # 2.168
 R 644. - 2551

S-2123

SCHEDULE "A", PAGE 1
Description

Land of Abitibi Price Inc.
Fort Harmon - 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.O. a distance of one hundred decimal five two six (100.526) metres;

Thence by property of N.L.H.O. 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 (38.48 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 94 490-3.

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

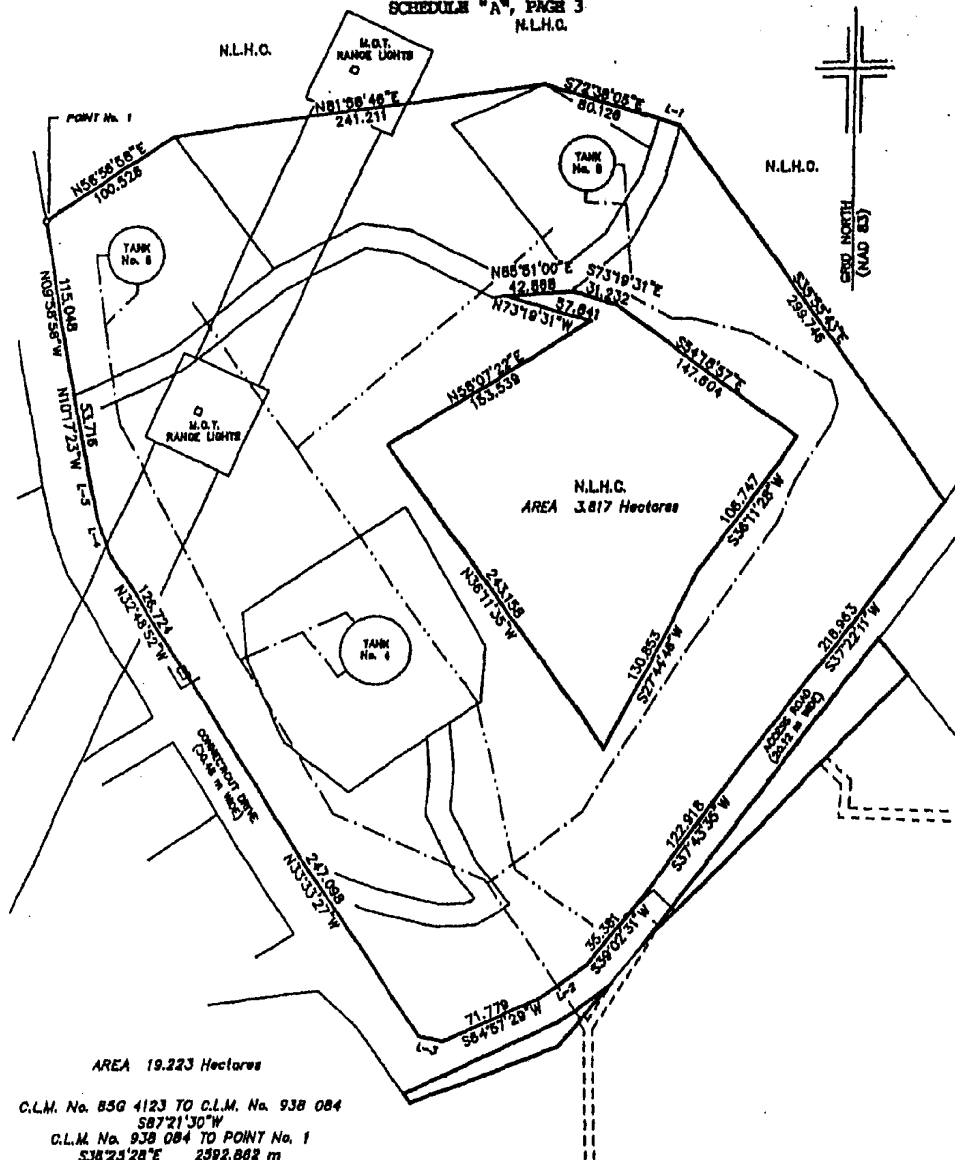
EKF/ojs

Enos Fudge Surveys

ABI 94 490-3

December 8, 1994

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



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

L-1	S71°58'10"E	15.245
L-2	S53°48'58"W	35.155
L-3	N77°03'05"W	16.180
L-4	N21°17'11"W	27.642
L-5	N12°01'08"W	25.382

LAND SURVEY FOR ABITBI PRICE INC.

PORT HARMON, STEPHENVILLE, NF.

SCALE 1 : 3000

DATE 08 DECEMBER 1994

DRAWING No. ABI 94 490 - 6



SCHEDULE "B" PAGE 1

Description

Lead 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 Surveyors



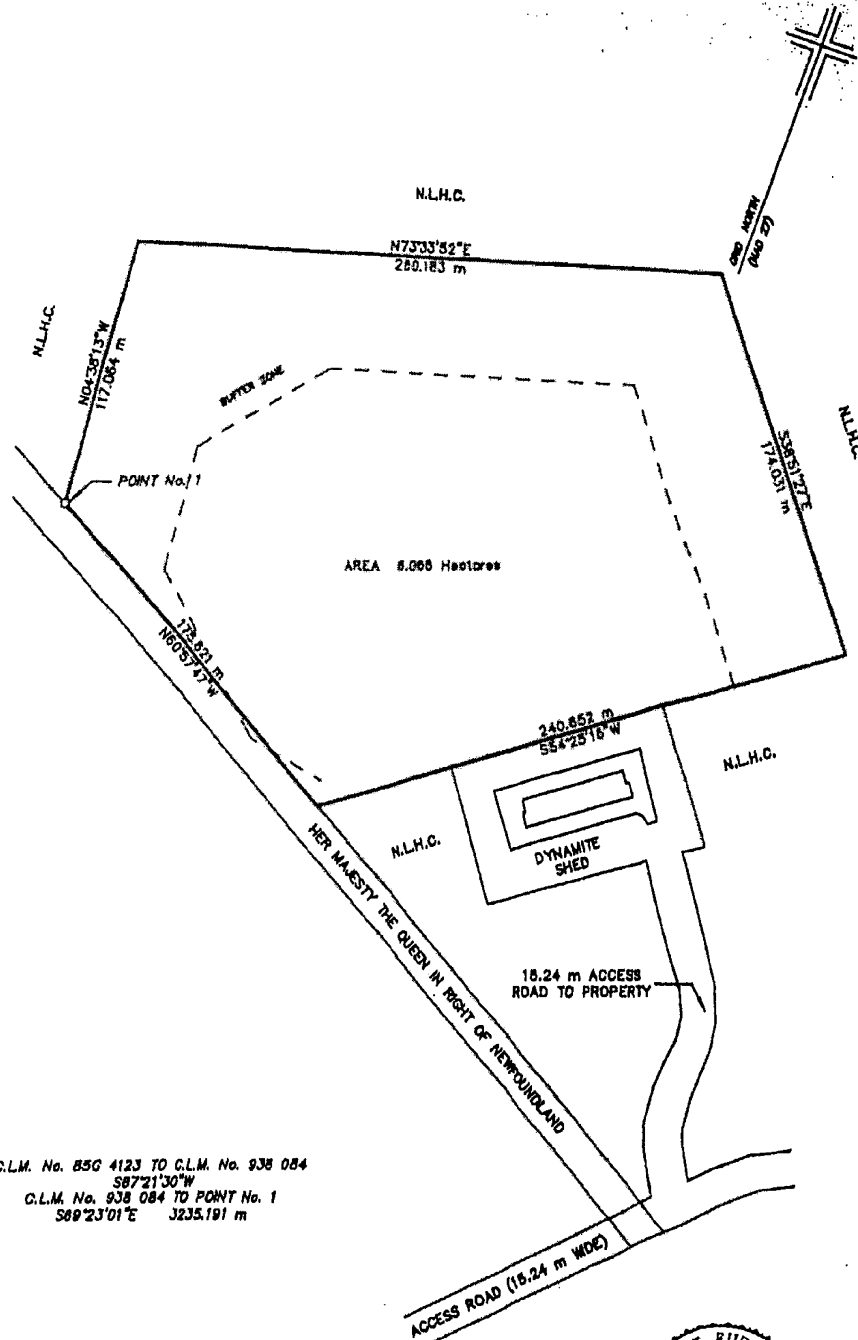
EKF/ojs

Enos Fudge Surveys

API 93 490-2

August 13, 1993

Revised September 29, 1995



G.L.M. No. 85G 4123 TO G.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;

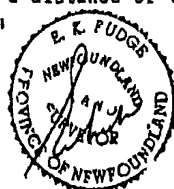
Running thence from the above described point of beginning North seventy five (75) degrees twenty four (24) minutes zero six (06) seconds East by property of N.L.H.C. a distance of three hundred and sixty four decimal four one eight (364.418) metres;

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



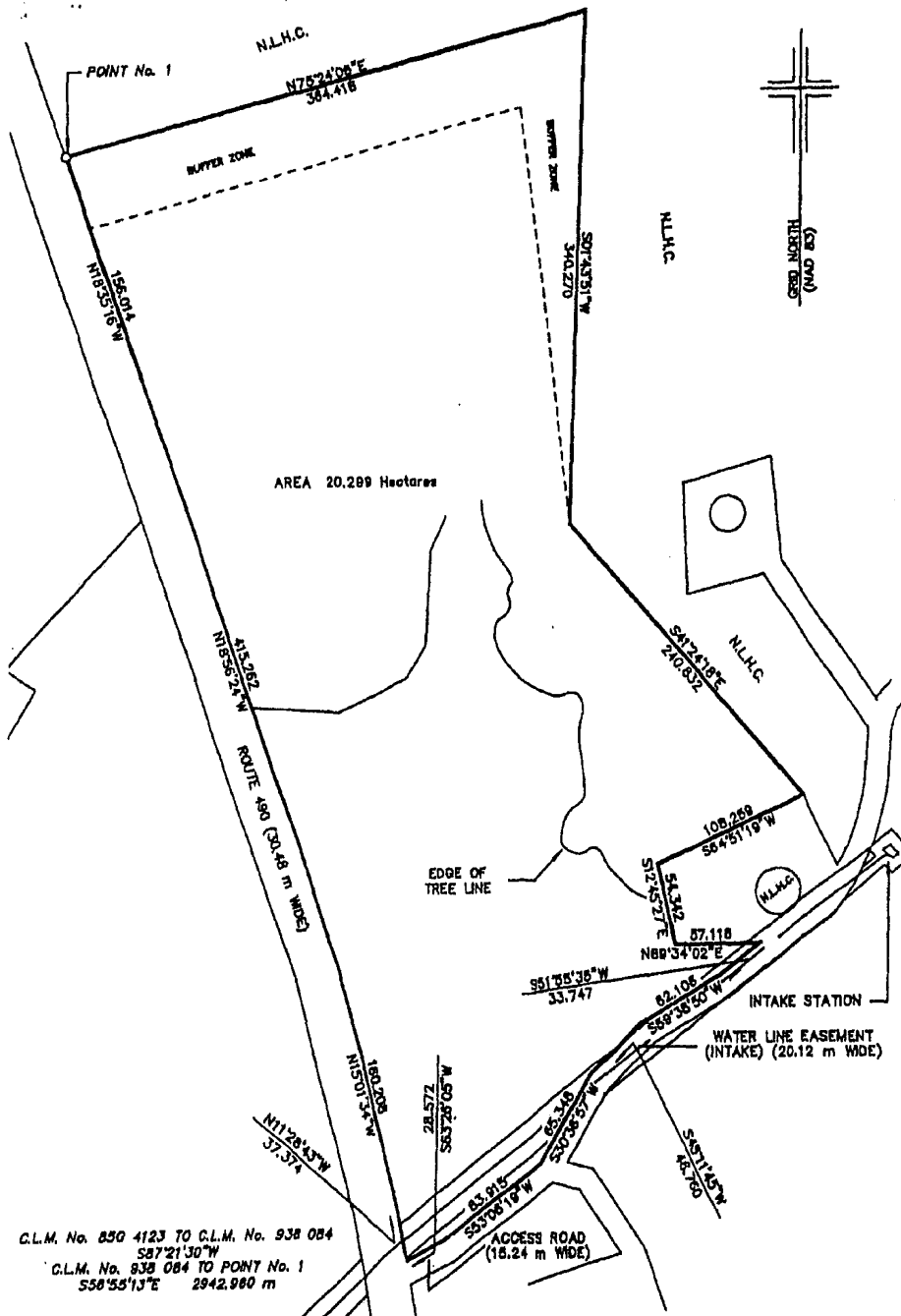
EKF/oje

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 1995 REVISED 29 SEPTEMBER 1995

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).

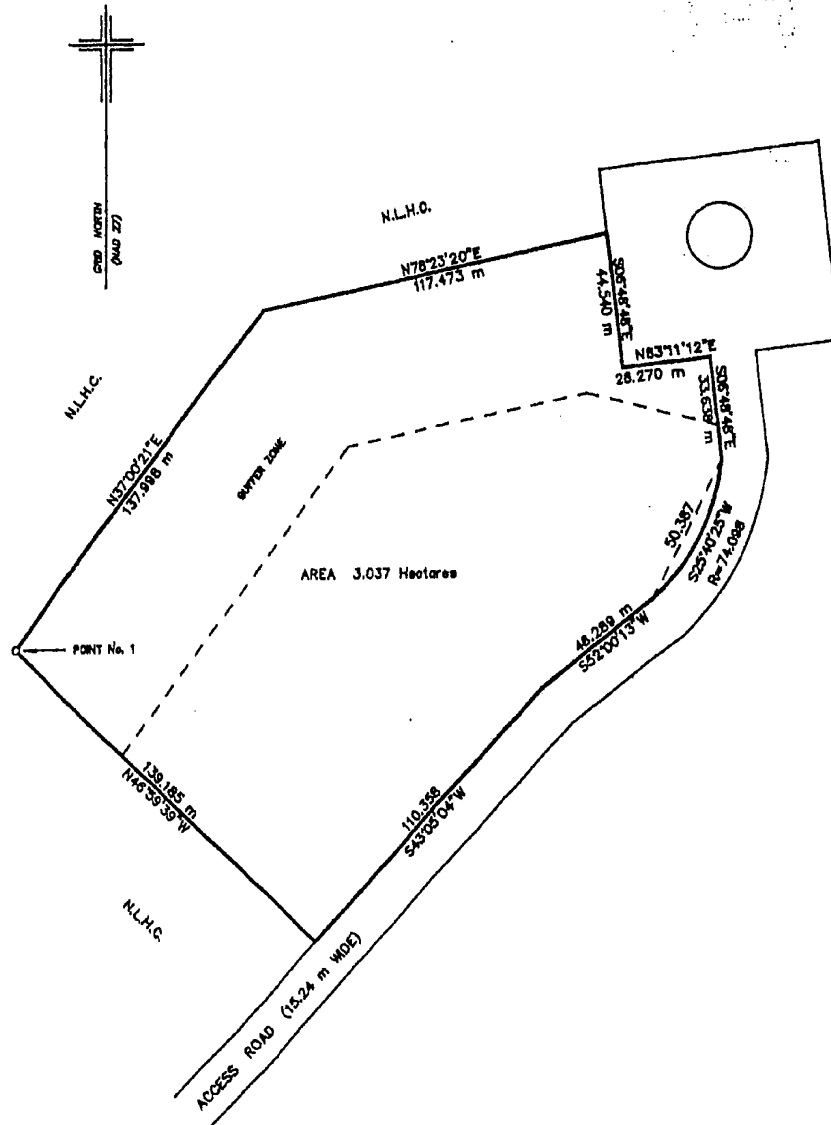
Enos K. Fudge



EKF/oje
Enos Fudge Surveys
API 93 498-3
August 12, 1993
Revised September 29, 1995

Newfoundland Land

SCHEDULE "D" PAGE 2



O.L.M. No. 850 4123 TO O.L.M. No. 938 084
 587°21'30"W
 O.L.M. No. 938 084 TO POINT No. 1
 549°55'09"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 94 498-7.

All bearings refer to Grid North (NAD 83).

Enos K. Fudge

Newfoundland Land Survey



EKF/cje

Enos Fudge Surveys

ABI 94 498-7

February 10, 1993

SCHEDULE "F", PAGE 1

Description

Land of Abitibi Price Inc.
Parcel "B"

Port Harrison - 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. 938 884 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.C. 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 94 498-7.

All bearings refer to Grid North (NAD 83).

Enos K. Fudge

Newfoundland Land Surveyor



EKF/cje

Enos Fudge Surveys

ABI 94 498-7

February 10, 1993

LEGEND

PIPELINE (DISCHARGE) ————

PIPELINE (FILL) - - - - -

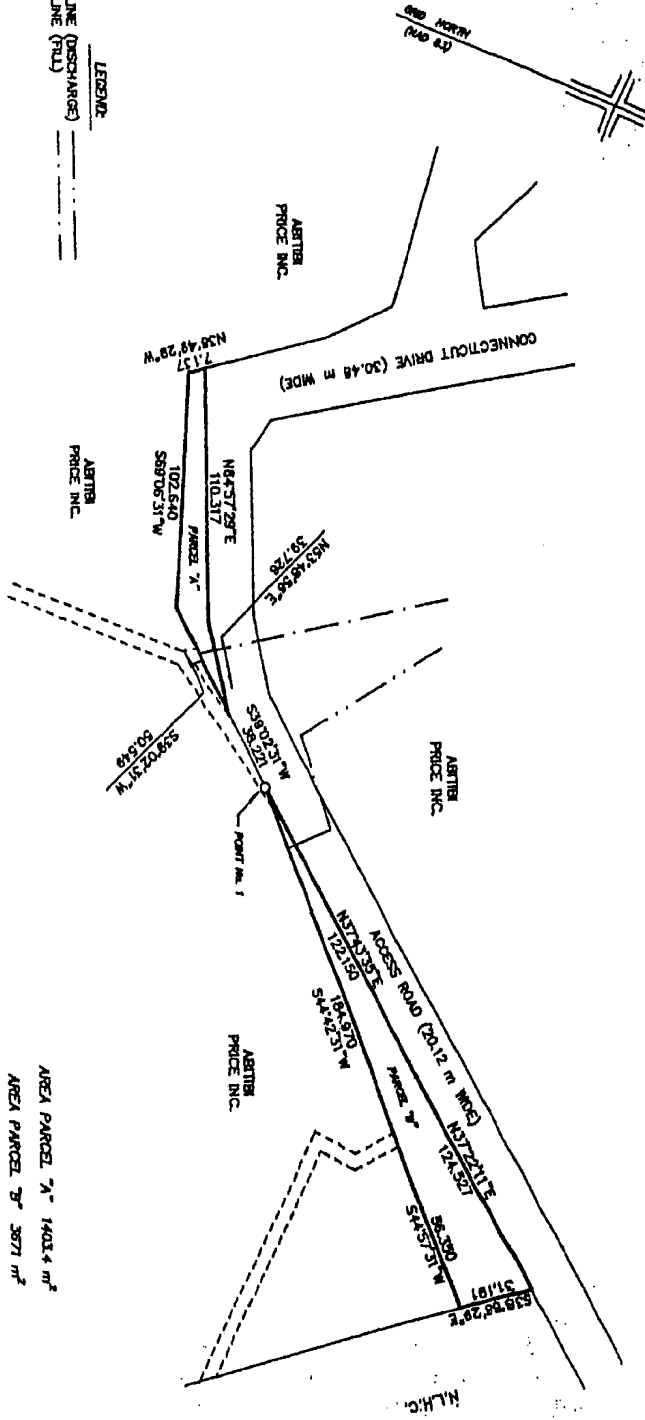
LAND SURVEY FOR ABTBTI PRICE INC.

PORT HARMON, STEPHENVILLE, NF.

SCALE 1 : 2000

10 FEBRUARY 1995

DRAWING No. ABI 94 490 -- 7



AREA PARCEL "A" 14014 m²
AREA PARCEL "B" 3671 m²

CLM. No. 856 4123 TO CLM. No. 938 084

SB/21.30 W
CLM. No. 938 084 TO POINT No. 1
SBF4837E 3205.467 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° 38' West to Crown Lands Marker No. 936+161,377; thence South 80° 20' East a distance of 346.70 metres to the point of commencement: Thence South 36° 42' East for a distance of 103.00 metres; thence North 83° 34' East for a distance of 71.11 metres; thence South 45° 50' East for a distance of 31.31 metres; thence South 35° 29' East for a distance of 64.19 metres; thence North 70° 27' East for a distance of 102.64 metres; thence North 40° 23' East for a distance of 88.77 metres; thence North 46° 30' East for a distance of 184.97 metres; thence North 46° 18' East for a distance of 56.35 metres; thence South 37° 38' East for a distance of 435.12 metres; thence South 79° 44' East for a distance of 170.71 metres; thence South 55° 23' East for a distance of 12.12 metres; thence South 9° 07' East for a distance of 34.65 metres; then South 0° 45' East for a distance of 35.07 metres; thence South 9° 11' West for a distance of 26.17 metres; thence South 23° 24' West for a distance of 26.92 metres; thence South 40° 13' West for a distance of 28.36 metres; thence South 57° 05' West for a distance of 26.15 metres; thence South 63° 30' West for a distance of 62.18 metres; thence South 51° 17' West for a distance of 23.95 metres; thence South 40° 13' West for a distance of 117.99 metres; thence, South 51° 03' West for a distance of 53.27 metres, thence North 89° 40' West for a distance of 18.69 metres; thence North 70° 32' West for a distance of 98.00 metres; thence South 60° 25' West for a distance of 44.16 metres; thence South 78° 13' West for a distance of 43.32 metres; thence South 16° 36' West for a distance of 90.24 metres; thence South 43° 48' West for a distance of 59.28 metres; thence South 61° 43' West for a distance of 138.96 metres; thence North 30° 50' West for a distance of 841.66 metres; thence North 59° 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.

3

There are reserved to the Government ^{of Newfoundland (Government)} and its successors in title the owners for the time being of Mine 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.

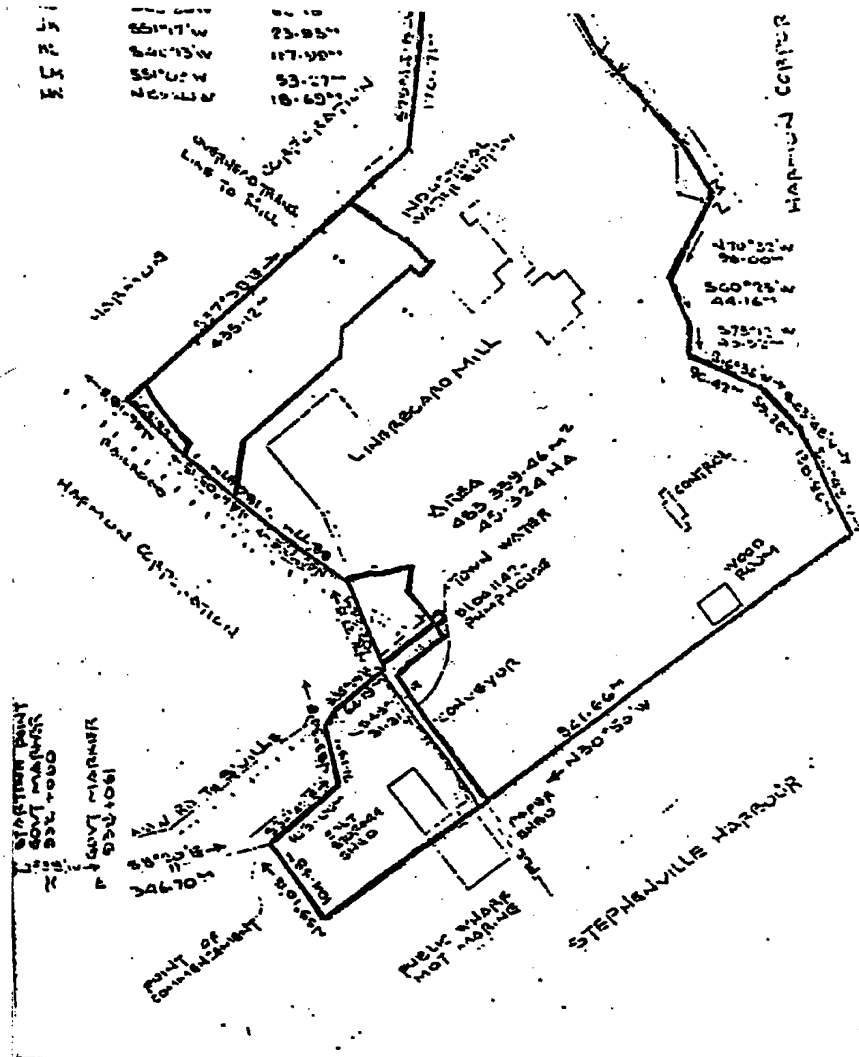
There is reserved to the Government and its successors in title the owners for the time being of the petroleum lines described above and their servants and licensees at all times unimpeded access to and use of the pumps and valves for such lines located at the pumphouse shown on the plan annexed hereto.

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.



	CAMPBELL ENGINEERING LTD STEPHENVILLE - Nfld	
	HARMON CORPORATION - HARMON - STEPHENVILLE LINDEBURG MILL SITE	
	1.75.00	
	Nov. 78	
M.J.F.B.		

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

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. 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 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 50.897 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°13'06"E distance 140.984 metres;

Thence by the westerly limits of an access road N40°28'24"W distance 47.573 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)

Erno K. Fudge

Newfoundland Land Surveyor

Erno Fudge Surveys

08-ABITIBI-1

November 28th, 2008

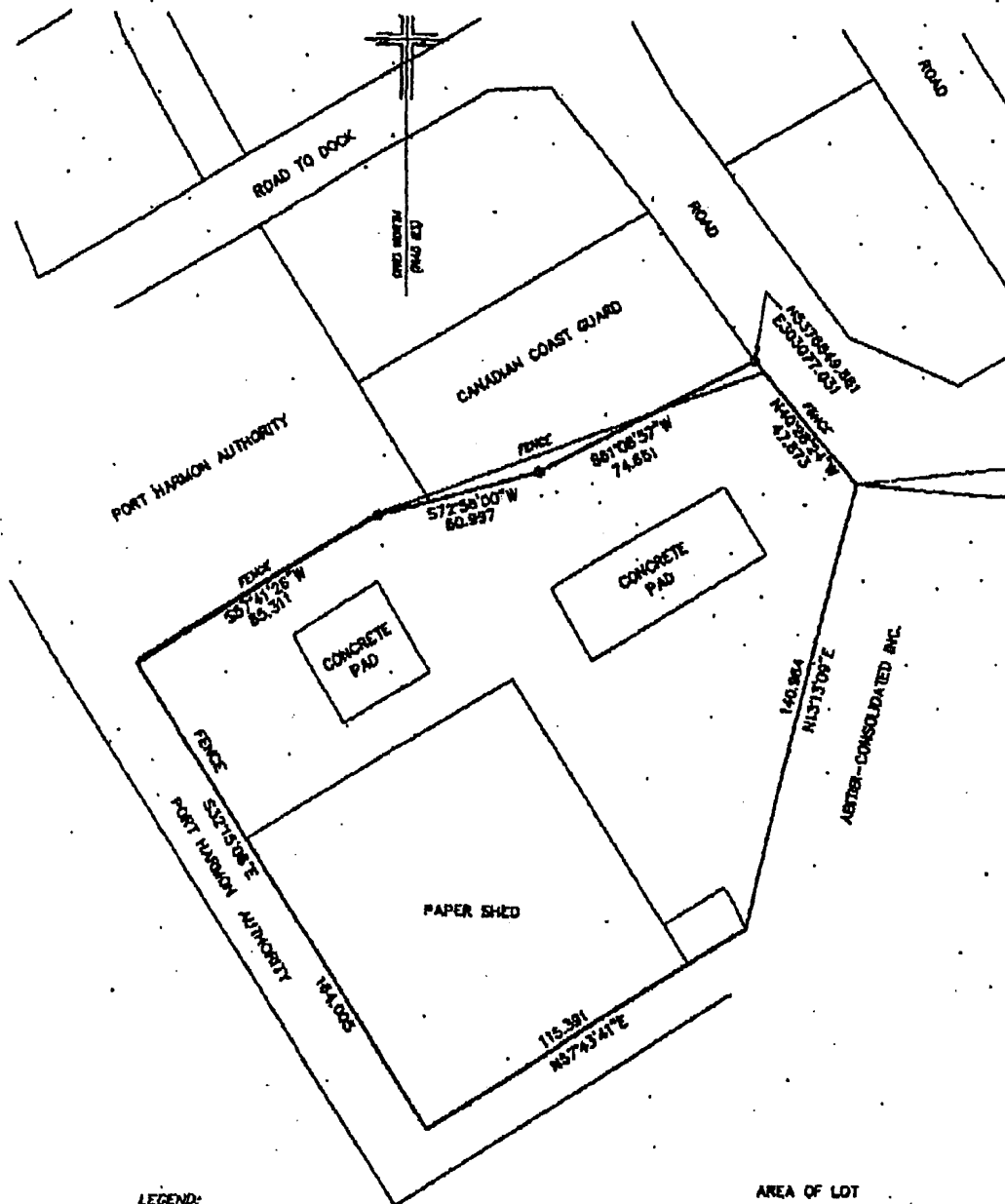


Schedule "A" - Page 2

JAN-87-89 03:12

TEL: 1709543666

P:02



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

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 “B”

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 N5376849.881; 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 60.997 metres;

Thence by property of Port Harmon Authority S57°41'26"W distance 85.311 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 140.984 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

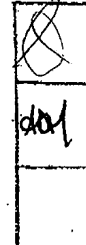
Newfoundland Land Surveyor

Enos Fudge Surveys

08-ABITIBI-1

November 28th, 2008

INITIALS

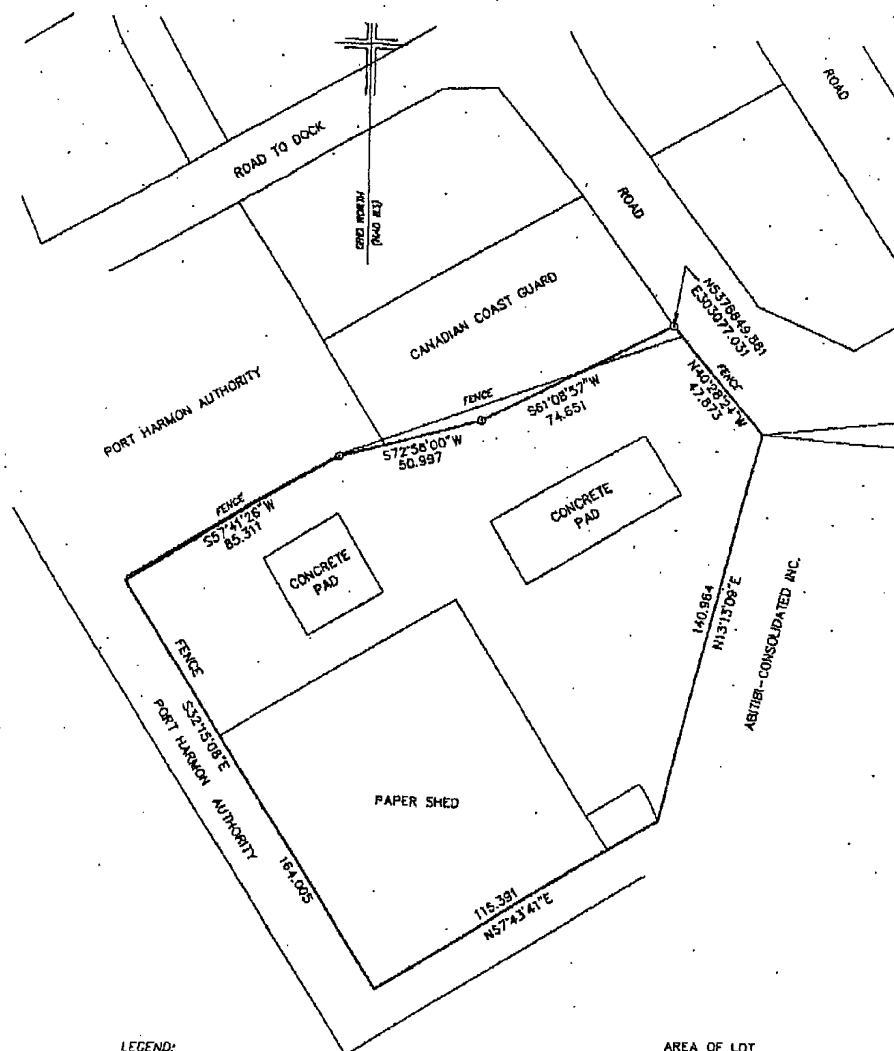


Schedule "A" - Page 2

JAN-27-09 03:12

TEL: 1709643666

P: 02

LEGEND:

EXISTING IRON PIN ○
 PLACED IRON PIN ○
 POWER LINE ———
 FENCE LINE ———
 HYDRANT ———
 GUY WIRE ———
 POLE ———
 CONTROL MONUMENT ●

AREA OF LOT
 2.857 HECTARES

LAND SURVEY FOR THE TOWN OF STEPHENVILLE

PORT HARMON, STEPHENVILLE, NL.

SCALE 1 : 1500

DATE NOVEMBER 28TH, 2008

DRAWING No. 08-ABITIBI-1



INITIALS

