EXHIBIT R-29

AMENDMENT No 1 to the RETIREMENT COMPENSATION ARANGEMENT TRUST AGREEMENT (the "Agreement") among AVENOR INC. and MONTREAL TRUST COMPANY dated as of the 14th day of August, 1996.

The Agreement is amended as follows as of the date of the final judgment authorizing the amendments:

1- The first paragraph of the preamble is replaced with the following:

"WHEREAS the Company has established the Senior Executive Retirement Plan, the Supplemental Retirement Benefit Plan for Grade 28 and over Employees of Bowater Canadian Forest Products Inc. and the Supplemental Retirement Benefit Plan for Grade 27 and under Employees of Bowater Canadian Forest Products Inc. (collectively referred to as "SERPs") which, together with this Agreement constitute a Retirement Compensation Arrangement (herein referred to as "RCA Plan") as defined in the Income Tax Act (Canada); and

WHEREAS the Company filed for protection from its creditors under *Chapter 11 of the Bankruptcy Code of the United States* on April 16, 2009 and the *Companies' Creditors Arrangement Act* on April 17, 2009 and stopped paying the SERPs benefits shortly thereafter; and

WHEREAS the Trustee called for payment on the letter of credit that it held under the terms of this Agreement to secure the payment of the benefits under the SERPs; and

WHEREAS the Trustee holds the proceeds of the letter of credit in trust for certain members of the SERPs and the Trustee is entitled to receive a refundable tax credit which it will also hold in trust for certain members of the SERPs; and

WHEREAS the Company has made a motion in court record 500-11-036133-094 to determine the members of the SERPs whose benefits under the SERPs are secured by the assets of the Trust held by the Trustee (the "Beneficiaries", as defined below); and

WHEREAS amendments to the original Trust Agreement of August 14, 1996 became necessary as a result of the matters set out above; and

WHEREAS those amendments are listed in Amendment No 1 (attached hereto as Schedule A-4) and are incorporated in the present Agreement; and

WHEREAS it is understood that the amendments listed in Amendment No 1 do not affect or limit the rights of the members of the SERPs, whether or not they are Beneficiaries, to claim the unsecured portion of their SERPs benefits against the Company; and

WHEREAS a committee of Beneficiaries (the "Committee", as defined below) shall exercise the rights and obligations set out herein; and"

2- The phrase ", to the extent not paid by the Company" in the fourth line of Section 1.05 is deleted.

3- The second sentence of Section 1.06 is replaced with the following:

"The beneficiaries of the Trust created by this Agreement (the "Beneficiaries") are the members of the SERPs whose benefits under the Bowater SERPs were declared by a final decision of a tribunal of the province of Quebec to be secured by the assets of the Trust held by the Trustee, as well as their beneficiaries. The Company shall provide or cause to be provided to the Trustee any and all information which the Trustee may require in order to pay such benefits."

4- Section 1.07 is added as follows:

"1.07: There shall be a committee of Beneficiaries (the "Committee") which shall be governed by the following rules:

a) The Committee shall be composed of an uneven number of members which shall not be less than three (3). The initial members of the Committee shall be Marc Régnier, David Steuart and Anthony Iasenza.

b) After the end of each fiscal year of the Trust, the Committee shall, by written notice, call each Beneficiary to a meeting held to (1) allow the Beneficiaries to be informed of the financial position of the Trust; (2) enable the Beneficiaries to either confirm or replace the members of the Committee. Such decision shall be made by a majority of the votes cast by the Beneficiaries present in person or by way of proxy at the meeting.

c) The Committee shall exercise the obligations and rights set out in the Agreement. Decisions shall be made by a majority of members of the Committee.

d) The Committee shall exercise the prudence, diligence and skill that a reasonable person would exercise in similar circumstances; it must also act with honesty and loyalty in the best interest of the Beneficiaries.

The Committee is presumed to have acted with prudence where it acted in good faith.

The Committee shall obtain and maintain an insurance policy covering all liability, losses or reasonable costs resulting from lawsuits or threatened lawsuits against members of the Committee acting in that capacity. The premiums for such insurance shall be paid from the RCA Plan Trust Fund.

e) The members of the Committee shall not be liable for any action taken or omitted to be taken by them hereunder or in connection herewith, except for their fraud, bad faith or gross or intentional fault.

The members of the Committee shall use in exercising their powers and obligations granted to the Committee pursuant to this Agreement all relevant knowledge or skill that they possess.

f) No member of the Committee may exercise his powers and obligations in his own interest or in the interest of a third person other than all Beneficiaries nor may he place himself in a situation of conflict between his personal interest and the duties of his office.

If the Committee member is himself a Beneficiary, he shall exercise his powers in the common interest, considering his own interest to be the same as that of the other Beneficiaries.

g) The members of the Committee shall be entitled to adopt by-laws to regulate its activities.

h) The expenses and disbursements of the members of the Committee shall be borne by the Trust. The Trustee shall be entitled to request written evidence of such expenses and disbursements. The members of the Committee who are Beneficiaries are not entitled to any remuneration; the members of the Committee who are not Beneficiaries shall be entitled to such remuneration fixed by the other members of the Committee, to be paid from the assets of the Trust."

5- The phrase ", to the extent such amounts are not otherwise paid by the Company." at the end of the first sentence and the entire final sentence in the first paragraph of Section 2.06 are deleted. The reference to Revenue Canada is replaced with a reference to the Canada Revenue Agency.

6- Section 2.07A is added as follows:

"On or before June 30, 2013, and on or before June 30 of every three years thereafter, so long as any RCA Plan Investments are on deposit with the Trustee, and unless otherwise directed by the Committee, the Trustee shall obtain a report from an actuary who is a Fellow of the Canadian Institute of Actuaries and who was appointed by the Committee setting out his or her analysis of when the funds in the hands of the Trustee as well as any refundable tax credit are likely to be exhausted, and shall distribute that report to the Beneficiaries. The fees and expenses of the actuary appointed by the Committee shall be paid from the assets of the Trust. "

7- Section 2.10 is amended by adding the following final sentence:

> "Those reports may be accessed at any time, upon request of the members of the Committee."

8- Article III is deleted.

9- The final sentence in Section 4.01 f) is deleted.

10- Section 4.01 i) is deleted and Section 4.01 j) is amended to provide as follows:

> "As and from April 16, 2009, the Trustee may recover from the RCA Plan Trust Fund all of its fees, expenses (including taxes, except for any taxes payable with respect to any fee paid to the Trustee) and disbursements, including the cost and expense of any suit or litigation of any character, including any proceedings before any governmental agency, reasonably incurred by the Trustee in connection with its duties under the Trust created by this Agreement, but excluding expenses and disbursements paid, incurred or suffered by the Trustee in any suit or litigation in which the Trustee is determined to have acted in bad faith, fraudulently or with gross or intentional fault. The Company shall have no responsibility for any such fees, expenses and disbursements."

11- Article V is deleted.

12- Section 7.04 is amended by adding the words "and distribution" after the word "administration".

13- Section 8.01(ii), Section 8.01(iii) and the final paragraphs of Section 8.01 are replaced with the following:

> "(ii) the moment that the funds in the hands of the Trustee as well as any refundable tax credit have been exhausted".

14-Sections 9.001 to 9.003 are added as follows:

> "9.001 The Trustee's services under this Agreement are not exclusive and, subject to the limitations otherwise provided in this Agreement on the power and authorities of the Trustee, the Trustee may for any purpose and is hereby expressly authorized from time to time in its discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, including without limitation, itself and any partnership, trust or body corporate with which it may directly or indirectly be affiliated or in which it may be directly or indirectly interested, whether on its own account or for the account of another (in a fiduciary capacity or otherwise), and to profit therefrom without being liable to account therefor and without being in breach of this Agreement

Without limiting the generality of the foregoing, the Trustee is authorized to act hereunder notwithstanding that the Trustee or any of its divisions, branches or affiliates may have a material interest in the transaction or that circumstances are such that the Trustee may have a potential conflict of duty or interest including the fact that the Trustee or any of its affiliates may:

(i) purchase, hold, sell, invest in or otherwise deal with securities or other property of the same class and nature as may be held in the RCA Plan Trust Fund, whether on its own account or for the account of another (in a fiduciary capacity or otherwise);

(ii) act as a market maker in the securities that form part of the RCA Plan Trust Fund to which directions relate;

(iii) act as financial adviser to the issuer of such securities;

(iv) provide brokerage services to other clients;

(v) act in the same transaction as agent for more than one client;

(vi) have a material interest in the issue of securities that form part of the RCA Plan Trust Fund;

(vii) use in other capacities knowledge, procedures, systems, processes or other expertise gained in its capacity as Trustee hereunder;

(viii) invest the assets of the RCA Plan Trust Fund in the securities or other assets of any of its affiliates; and

earn profits from any of the activities listed herein without being liable to account therefor and without being in breach of this Trust Agreement.

9.002 The parties acknowledge that the Trustee is and in the future may be subject to legislation, including but not limited to anti-money laundering legislation and privacy legislation, that requires that the Trustee collect information or obtain undertakings, agreements, documents or the like from the Company or its directors, officers and employees, or from the Beneficiaries and they shall cooperate with the Trustee including delivery of information, agreements or documents or providing signatures or executing documents and to take all reasonable steps to cause its directors, officers and employees to do same, all to the maximum extent required to ensure that the Trustee satisfied applicable legislative requirements.

9.003 The Company, the Trustee and the Beneficiaries will exchange information about their businesses, products and personal and/or financial information of the Beneficiaries ("Confidential Information"), but only such information as is required in order for the parties to fulfill their duties under this Agreement.

The parties agree to use the Confidential Information solely for performing their duties under this Trust Agreement. The parties will hold the Confidential Information in confidence and will not disclose the Confidential Information to any third party, provided, however, that the parties may disclose any such Confidential Information to their directors, officers, employees, agents, service providers, advisors, internal and external auditors or regulatory authorities as well as those of their affiliates (collectively, "Representatives") with a need to know such Confidential Information and who agree to be bound by these confidentiality obligations, or as required or permitted by law.

The parties acknowledge that the Confidential Information may include personal information about identifiable individuals. The parties agree to act in accordance with the Personal Information Protection and Electronic Documents Act ("PIPEDA") and applicable provincial private sector privacy legislation which has by Order been declared as substantially similar to PIPEDA with respect to collection, use, disclosure, retention of and access to personal information."

15- Section 9.06 is amended by adding ", the Committee" after "the Trustee" in the first paragraph; by adding "or the Committee" after "the Trustee" in the second paragraph; by adding "and the members of the Committee" after the first reference to "the Trustee" in the third paragraph and in the sixth paragraph; and by adding "or the members of the Committee" after "the Trustee" in the rest of the third and in the fourth paragraph.

14- Section 9.07 is hereby amended by the addition of the words ", the Committee" after the word "Company" in the first paragraph. Moreover, notices to the Company are to be sent to the Company's Legal Department, and notices to the Committee are to be sent to the members of the Committee at their addresses as follows:

Marc Régnier
6111 rue du Boisé, appt. M-3
Montréal, Québec
H3S 2V8

Anthony Iasenza
2835 Chicoutimi Street
Laval, Québec
H7E 1B2

David Steuart
4410 Lakeshore Road
Burlington, Ontario
L7L 1B4

Moreover, the following sentence is added at the end of Section 9.07: "The Committee shall from time to time in the form set out in Schedule E provide the Trustee with the names, addresses and specimen signatures of the members of the Committee." and a Schedule E is added for specimen signatures.

16- Sections 9.10 and 9.11 are added as follows:

"9.10 The present Agreement may be amended if (i) the majority of two thirds of the votes cast by the Beneficiaries present in person or by way of proxy at a regular or extraordinary meeting of the Beneficiaries is in favour of such amendment, and (ii) the Trustee, after having received a written confirmation from the Committee that the condition described in (i) has been fulfilled, agrees to the amendment. In the event, however, that the amendment has the effect of reducing or diminishing the rights of one or more, but not all, Beneficiaries, the amendment must receive unanimous approval of the Beneficiaries or must be approved by a competent Court.

9.11 The investment policy (Schedule A-5) may be amended if the majority of two thirds of the votes cast by the Beneficiaries present in person or by way of proxy at a regular or extraordinary meeting of the Beneficiaries is in favour of such amendment."

16- Article X is added as follows:

"ARTICLE X – INSOLVENCY OF THE COMPANY

10.01 Throughout the Agreement, Avenor Inc. is replaced by Bowater Canadian Forest Products Inc. ("BCFPI") and the address for BCFPI is 1155 Metcalfe, Suite 800, Montreal, Quebec, H3B 5H2.

10.02 Throughout the Agreement, Montreal Trust Company is replaced by Royal Trust Company ("RTC") and the address for RTC is 155 Wellington Street West, 20th Floor, Toronto, Ontario, M5V 3K7.

10.03 The powers, obligations and rights conferred or granted to the Company under the tenth paragraph of the preamble, Sections 1.03, 1.05, 2.02C, 2.02K [only the reference in the first line and not the reference in the third line], the final paragraph of Section 2.02, 2.07, 2.09, 4.01b) [only the reference in the first line and not the reference in the third line], 4.01g), 6.01, 6.02, 7.01, 7.02, 7.03 shall henceforth be enforced or exercised by the Committee.

10.04 The members of the Committee shall provide their address to the Trustee."

17- The current versions of the SERPs are attached as Schedules A-1, A-2 and A-3 and Section 2.01 is amended accordingly.

18- The Statement of Investment Policies and Procedures is attached as Schedule A-5.

19- It is understood that the present amendment does not affect or limit the rights of the members of the SERPs, whether or not they are Beneficiaries, to claim the unsecured portion of their SERPs benefits against the Company. This language is added at the beginning of Section 8.01.