EXHIBIT R-29A

AMENDED AND RESTATED RETIREMENT COMPENSATION ARRANGEMENT TRUST AGREEMENT

THIS AGREEMENT made as of the 14th day of August, ~~1996.~~1996 and amended on ___________.

AMONG:	~~AVENOR~~**BOWATER CANADIAN FOREST PRODUCTS INC.**, a company duly incorporated under the laws of Canada, and having its principal executive offices at ~~1250 René-Lévesque Boulevard West,~~1155 Metcalfe, Suite 800, Montreal, Quebec, H3B 5H2, represented by its duly authorized representatives; (herein called the "**Company**")
AND:	~~MONTREAL~~**THE ROYAL TRUST COMPANY**, a trust company ~~organized under a Special Act of the Legislature of the Province of Quebec referred to as An Act to amalgamate Montreal Trust Company, Crédit Foncier and Crédit Foncier Trust Company as at January 1, 1987 (1986, Chapter 135) and continued as a trust company under the Federal Trust and Loan Companies Act by way of Letters Patent of Continuance issued as at August 17, 1994,~~ having a place of business at ~~1800 McGill College Avenue, in the City of Montreal, Province of Quebec,~~155 Wellington Street West, 20th Floor, Toronto, Ontario, M5V 3K7, represented by its duly authorized representatives; (herein called the "**Trustee**")

WITNESSETH THAT:

WHEREAS the Company has established the Senior Executive Retirement Plan ~~(SERP)~~, the Supplemental Retirement Benefit Plan for Grade ~~12~~28 and over Employees of ~~Avenor~~Bowater Canadian Forest Products Inc. and the Supplemental Retirement Benefit Plan for Grade ~~11~~27 and under Employees of ~~Avenor~~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

WHEREAS the Committee may from time to time retain the services of investment counsel ("**Counsel**") to make decisions involving the assets of the trust fund under the RCA Plan; and

WHEREAS the Company has requested the Trustee to act and the Trustee has consented to act, as the trustee of the trust ~~to be~~ created pursuant to the RCA Plan (the "**Trust**"), subject to the terms and conditions of this Retirement Compensation Arrangement Trust Agreement (the "**Agreement**") as hereinafter set out;

NOW, THEREFORE, in consideration of these premises and mutual covenants hereinafter set forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

ARTICLE I~~ARTICLE 1~~ - THE TRUST

1.01 ~~1.1 Montreal~~Royal Trust Company is hereby appointed to act as the Trustee of the Trust in accordance with this Agreement and the RCA Plan and hereby accepts its appointment in respect of all amounts contributed by the Company.

1.02 ~~1.2~~ All money and other property paid or delivered, or caused to be paid or delivered, from time to time to the Trustee by the Company under the RCA Plan and acceptable to the Trustee, together with the earnings, profits and increments thereon and property from time to time substituted therefore, less authorized payments therefrom shall collectively constitute the RCA Plan Trust Fund and shall be held by the Trustee in trust and shall be applied by the Trustee in the manner and for the purpose provided in the RCA Plan.

1.03 ~~1.3~~ From time to time at the direction of the ~~Company~~Committee, the Trustee shall invest or reinvest all contributions made to the Trust in such investments (the "**RCA Plan Investments**") as may be authorized under the SERPs and this Agreement, including cash; bank deposits, common shares of the Company and such other investments as may be approved by the ~~Company~~Committee.

The ~~Company~~Committee may from time to time, by giving written notice to the Trustee direct that all or any portion of the RCA Plan Trust Fund shall be invested in accordance with the directions of Counsel, and the Trustee shall invest and reinvest the principal and income of the RCA Plan Trust Fund without distinction between principal and income, in such investments as may be directed by Counsel. Counsel shall have the sole responsibility for determining that all investments made at its direction, at the time of investment, are not inconsistent with such regulations as may be established by the Minister of National Revenue under the authority of the *Income Tax Act* (Canada) with respect to retirement compensation arrangements and are not inconsistent with the provisions of the SERPs. The Trustee shall assume the responsibility to whatever extent possible for the monitoring of the payment of dividends, interest or other income and any call for redemption, offer of exchange, right of subscription, reorganization, or other proceedings affecting any investments which have been made upon the direction of Counsel; in specific situations as may be determined by the Trustee from time to time, Counsel shall assume such responsibility and advise the Trustee as required in writing. To the extent the Trustee is investing the funds comprising the RCA Plan Trust Fund in accordance with the instructions of Counsel, the Trustee shall not otherwise be in any way restricted by the provisions of the laws of any jurisdiction purporting to limit the investments that may be made by trustees.

The Trustee shall ensure that the RCA Plan Investments can easily be cashed for liquidity purposes only, so that the nature of the RCA Plan Investments would not prevent it from satisfying the payment obligations under the SERPs as they become due.

The Trustee shall be protected in acting upon any directions from Counsel and shall be under no liability for any loss resulting from acting upon any such directions or by reason of the failure of Counsel to give any such directions.

The Trustee shall be protected in relying and acting upon the direction of the ~~Company~~Committee or Counsel in respect of the administration of the RCA Plan Trust Fund or upon the written instructions of the ~~Company~~Committee with respect to the interpretation of the Trust or the RCA Plan and shall be under no liability for any incorrect investment pursuant to such direction, or when acting upon the written directions of the ~~Company~~Committee.

1.04 ~~1.4~~The fiscal year of the RCA Plan Trust Fund shall end on December 31 of each year.

1.05 ~~1.5~~The Trustee shall pay out of the RCA Plan Trust Fund assets all taxes and other assessments levied or assessed under existing or future laws against the RCA Plan Trust Fund or any money, property or securities from time to time forming a part thereof, ~~to the extent not paid by the Company,~~ and shall withhold from payments out of the RCA Plan Trust Fund all taxes and other assessments required by any law to be withheld; provided further that the Trustee shall review all tax levies and assessments with a view to determining the applicability and correctness thereof and, in cases where there is any doubt, shall forthwith notify the ~~Company~~Committee so that, so far as practicable, there will be sufficient time for discussion and, where appropriate, appeal of any questionable levy or assessment.

1.06 ~~1.6~~Benefits under the RCA Plan, to the extent payable from the RCA Plan Trust Fund, shall be so payable only to the extent that the RCA Plan Trust Fund shall suffice for such purpose. ~~All eligible participants of the SERPs from time to time shall be the~~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.

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 this 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.

ARTICLE II~~ARTICLE 2~~
- POWERS AND DUTIES OF THE TRUSTEE

2.01 ~~2.1~~ The Trustee acknowledges receipt of a copy of the SERPs which are attached as ~~Schedule A~~Schedules A-1, A-2 and A-3 hereto and agrees to be bound by the terms and conditions set out in the SERPs and in this Agreement in acting as Trustee of the Trust.

2.02 ~~2.2~~ The Trustee shall have, and is hereby vested with full legal ownership of all RCA Plan Investments and shall be entitled to exercise all and every power, right and authority necessary or desirable to enable the Trustee to administer the RCA Plan Trust Fund and carry out its obligations and rights under this Agreement, including, without restricting the generality of the foregoing, full power and authority:

A. ~~(a)~~ with any cash at any time held by the Trustee, to purchase or otherwise acquire any securities or other investments of a kind permitted as aforesaid and to hold and retain the same in trust hereunder;

B. ~~(b)~~ to sell for cash or on credit, or partly for cash and partly on credit, convey, exchange for other securities or other investments, convert, transfer, or otherwise dispose of any securities or other investments held in the RCA Plan Trust Fund at any time, by any means considered reasonable by the Trustee, and to receive the consideration or price and grant discharge therefore;

C. ~~(c)~~ to commence, defend, adjust or settle suits or legal proceedings in connection with the RCA Plan Trust Fund and to represent the RCA Plan Trust Fund in any such suits or legal proceedings and to keep the ~~Company~~Committee and, where appropriate, the Beneficiaries informed; provided, however, that the Trustee shall not be obliged or required to do so unless it has been indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by it by reason thereof;

D. ~~(d)~~ to exercise any conversion privileges, subscription rights, warrants and/or other rights or options available in connection with any investments at any time held by the Trustee, and to make any payments incidental thereto; to consent to, or otherwise participate in or dissent from, the reorganization, consolidation, merger or readjustment of the finances of any corporation, company or association, or to consent to, or otherwise participate in or dissent from, the sale, mortgage, pledge or lease of the property of any corporation, company or association, any of the securities of which may at any time be held by it, and to do any act, including the delegation of discretionary powers, the exercise of options, making of agreements or subscriptions and the payment of expenses, assessments or subscriptions which it may deem necessary or advisable in connection therewith; to hold and retain any securities or other property which it may so acquire and generally to exercise any of the powers of an owner with respect to securities or other property held in the RCA Plan Trust Fund;

E. ~~(e)~~ to vote personally, or by general or by limited proxy, any securities or other property which may be held by the Trustee at any time, and similarly to exercise personally or by general or by limited power of attorney any right appurtenant to securities or other property held by it at any time;

F. ~~(f)~~ to renew or extend or participate in the renewal or extension of any security, upon such terms as the Trustee may deem advisable, and to agree to a reduction in the rate of interest on any security or of any guarantee pertaining thereto, in any manner and to any extent that it may deem advisable, to waive any default whether in the performance of any covenant or condition of any security, or in the performance of any guarantee, or to enforce rights in respect of any such default in such manner and to such extent as it may deem advisable; to exercise and enforce any and all rights of foreclosure, to bid on property on sale or foreclosure, to take a conveyance in lieu of foreclosure with or without paying a consideration therefore and in connection therewith to release the obligation on the covenant secured by such security and to exercise and enforce any action, suit or proceeding at law or in equity as well as any rights or remedies in respect of any such security or guarantee;

G. ~~(g)~~ to register the securities or other property of the RCA Plan Trust Fund in its own name or in the names of nominees or in bearer form, and the Trustee is hereby expressly empowered to keep the same, wholly or partly on deposit with any financial institution that is authorized to act as a custodian of securities and other property of the RCA Plan Trust Fund, to hold securities which are on deposit with The Canadian Depository for Securities Limited or the Depository Trust Company through the facilities of said depositories, all as the Trustee may determine so long as the securities and other property of this Trust at all times are kept distinct from the assets of its nominees or such other authorized financial institution and are kept distinguishable in the registers and other books of account kept by the Trustee from those of any other person and provided that the books and records of the Trustee and, where possible, its nominees and such other authorized financial institutions, shall at all times show that all such securities and other property are part of the RCA Plan Trust Fund;

H. ~~(h)~~ to make, execute, acknowledge and deliver any and all deeds, leases, mortgages, conveyances, contracts, waivers, releases or other documents of transfer and any and all other instruments in writing necessary or proper for the accomplishment of any of the powers herein granted;

I. ~~(i)~~ to hold such portion of the RCA Plan Trust Fund in cash as the Trustee, from time to time, may deem to be in the best interests of the RCA Plan Trust Fund and to retain the cash balances on deposit with any custodian appointed by the Trustee or with a chartered bank or other depository, in such interest-bearing account as the Trustee determines or to invest such cash balances in guaranteed investment certificates;

J. ~~(j)~~ to deposit any property forming part of the RCA Plan Trust Fund, including securities and documents of title held by the Trustee in the RCA Plan Trust Fund, with any bank or other depository approved by the Trustee;

K. ~~(k)~~ subject to prior notice to the ~~Company~~Committee, to employ such counsel, auditors, advisors, agents or other persons (who may be employed by the Company or any other related corporation) as the Trustee may deem necessary from time to time for the purpose of discharging its duties hereunder and to pay out of the RCA Plan Trust Fund their reasonable expenses and compensation; and

L. ~~(l)~~ to do all such acts, take all such proceedings and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the RCA Plan Trust Fund and to carry out the purpose of this Trust in accordance with the terms of this Trust Agreement.

The foregoing powers, other than those referred to in paragraphs ~~(c), (g), (h), (k)~~C, G, H, K and ~~(l)~~L, shall be exercised by the Trustee based on the directions of the ~~Company~~Committee or Counsel, as the case may be, or in the absence of such directions, by the Trustee at its entire discretion.

2.03 ~~2.3~~ However, in the exercise of such power and authority and the discharge of such duties, the Trustee shall have, and is hereby granted, such incidental powers and authority, not in conflict with any of the provisions hereof, as may be necessary, appropriate or desirable to effectuate the purposes of this Agreement and the RCA Plan.

2.04 ~~2.4~~ No bond shall be required of the Trustee and no successor trustee appointed hereunder shall be required to furnish a bond.

2.05 ~~2.5~~ The Trustee acknowledges that it shall be the "custodian" of the RCA Plan Trust Fund as that term is understood in the definition of Retirement Compensation Arrangement in subsection 248(1) of the *Income Tax Act* (Canada).

2.06 ~~2.6~~ In order to provide a Beneficiary from time to time with the benefits that are due to him under the RCA Plan, the Trustee may borrow an amount equal to the amount of the "refundable tax" as that term is defined in Section 207.5 of the *Income Tax Act* (Canada), for the period until the Trustee actually receives the repayment of such amount from ~~Revenue Canada, to the extent such amounts are not otherwise paid by the Company. The Company shall take all steps necessary, including, if required, the issuance of appropriate guarantees, to provide for such borrowings and all costs, including interest charges, of such borrowings shall be borne by the Company~~the Canada Revenue Agency.

The Trustee shall not be liable for any loss which may occur by reason of depreciation in the value of any ~~p art~~part of the RCA Plan Investments except to the extent that such loss is attributable to fraud, bad faith or gross or intentional fault on the part of the Trustee.

2.07 ~~2.7~~ On or before March 31, 1997 and on or before March 31 of each year thereafter, so long as any RCA Plan Investments are on deposit with the Trustee, the Trustee shall transmit to the ~~Company~~Committee, a brief report dated as of the preceding December 31 with respect to the property and funds comprising the RCA Plan Investments as of such date.

2.07A 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.

2.08 ~~2.8~~ The Trustee shall have no obligation or liability hereunder to ensure the adequacy of the funding required to provide the benefits to which a Beneficiary is entitled at any time in accordance with the terms of the SERPs.

2.09 ~~2.9~~ The Trustee may elect in a return for a taxation year that the refundable tax at the end of the year be equal to the aggregate of the amounts calculated under section 207.5(2) of the *Income Tax Act* (Canada) or make all other applicable elections, all as directed by the ~~Company~~Committee.

2.10 On behalf of the Trust, and to the extent necessary, the Trustee shall prepare and file appropriate Canadian income tax returns and any other returns or reports as may be required by applicable law. Those reports may be accessed at any time, upon request of the members of the Committee.

ARTICLE III~~ARTICLE 3~~
- LETTER OF CREDIT

~~3.1 Notwithstanding Section 1.3, the Trustee may hold, in place of any other assets, or in conjunction therewith, a Letter of Guarantee representing the full value of such assets which such Letter of Guarantee may replace or be held in the place of, as may be directed by the Company.~~

~~3.2 For this Article 3, a Letter of Guarantee means one or more letters of guarantee or similar instruments issued by a Canadian chartered bank or other financial institution which is irrevocable, non-conditional and provides for drawdowns, in accordance with Article 3 of this Agreement, in whole or in part, such Letter of Guarantee to be substantially in the form attached hereto as Schedule B.~~

~~3.3 The total of the principal amount of the Letter of Guarantee as well as all other RCA Plan Investments required to be deposited with the Trustee under this Agreement at the date hereof is \$30,000,000 representing the current estimate of liabilities of the Company to all Beneficiaries under the SERPs. The Company may, unilaterally, upon its determination of liabilities to Beneficiaries under the SERPs being more or less than \$30,000,000 (which determinations by the Company shall be based on actuarial valuations and which the Trustee shall be under no obligation to review or assess), from time to time, require the return of RCA Plan investments and the return of a Letter of Guarantee for its replacement by a letter of guarantee in a different amount, or deposit additional RCA Plan Investments or letters of guarantee, such that the total thereof deposited with the Trustee, from time to time, shall be equivalent to the Company's determination of its liabilities to Beneficiaries under SERPs.~~

~~3.4 The Company undertakes to pay any refundable tax imposed by the *Income Tax Act* (Canada) associated with the issuance of the Letter of Guarantee in favour of the RCA Plan Trust Fund in accordance with this Agreement.~~

~~3.5 Notwithstanding anything in this Agreement, in the event the Trustee holds a Letter of Guarantee, it shall send notice to the Company at least ninety (90) days prior to the expiry date (the "**Expiry Date**") of such Letter of Guarantee, such notice to be~~

~~substantially in the form attached hereto as Schedule C. The Company shall deliver to the Trustee, no later than fifteen (15) days prior to the Expiry Date, a notice of intention to either (i) replace the Letter of Guarantee, or (ii) establish a new trust agreement. The replacement Letter of Guarantee shall be for an amount equal to the amount of the expiring Letter of Guarantee and shall bear the date of the day immediately following the Expiry Date (the "**Replacement Letter of Guarantee**"). The new trust agreement shall be dated the day immediately following the Expiry Date, shall be substantially identical to this Agreement, shall be entered into with the Trustee or another trustee selected by the Company among the five largest trust companies in Canada on the basis of assets under administration, shall be structured as a new and distinct retirement compensation arrangement and shall have had deposited with it a letter of guarantee in the same amount as the expiring Letter of Guarantee and bearing the date of the day immediately following the Expiry Date (the "**Replacement RCA**"). If the Replacement Letter of Guarantee has not been provided, or the Replacement RCA not been established or moneys or other assets acceptable to the Trustee not been delivered to the Trustee by the day which is ten (10) days prior to the Expiry Date, additional notice substantially in the form attached hereto as Schedule D shall be sent by the Trustee to both the issuer of the Letter of Guarantee and the Beneficiaries.~~

~~The Company shall then be required to deposit with the Trustee RCA Plan Investments in a principal amount equal to the face amount of the expiring Letter of Guarantee at least two banking business days prior to expiry of the Letter of Guarantee, and in the event the Company fails to do so, the Trustee shall call the Letter of Guarantee on the day of its expiry or, if the day of the expiry of the Letter of Guarantee does not fall on a banking business day, on the last business banking day prior to its expiry.~~

~~3.6 (i) If the Company fails to maintain, on a consolidated basis and as at the end of each of its financial quarters, a ratio of its Debt to Capital (as such terms are defined hereinafter) of 0.90:1 or less and fails to take within 60 days of the end of the relevant fiscal quarter appropriate measures to remedy such situation so that the ratio is 0.90:1 or less prior to the end of such 60-day period (capitalized terms in this sentence are as defined in the Credit Agreement); or (ii) if the Company makes an assignment for the benefit of its creditors, files a notice of intention or a proposal or a petition in bankruptcy, or becomes insolvent or bankrupted, or is wound up or resolved, or if any receiver, trustee, liquidator or sequestrator or the Company or any substantial portion of its property is appointed and is not discharged within a period of sixty (60) days, the Company shall deposit forthwith with the Trustee RCA Plan investments in a principal amount equal to the face amount of any then outstanding Letter of Guarantee, and in the event the Company fails to do so, the Trustee shall draw the full amount of the Letter of Guarantee then held by it. The Company will provide the Trustee forthwith with a notification of default under this section.~~

~~For the purpose hereof, Debt shall mean all obligations of the Company, classified in accordance with GAAP, as liabilities for borrowed money, plus the amount of capitalized leases, plus the amount of debt-like preferred shares, minus the principal amount of subordinated convertible debentures of the Company and minus the amount of the escrowed property under that certain trust agreement with Montreal Trust~~

~~Company dated as of September 21, 1995; and Capital shall mean the total of (i) Debt, (ii) equity (which, for such purpose, shall include, net worth, plus subordinated convertible debt, plus debt-like preferred shares) and (iii) non-controlling interest, all as shown in the Company's balance sheet.~~

~~3.7 If the Company fails to pay any amount owing to a Beneficiary under SERPs, at such time as such amount shall be payable in accordance with SERPs, the Company shall deposit forthwith with the Trustee RCA Plan Investments in a principal amount equal to the amount so unpaid to the Beneficiary, and in the event the Company fails to do so, the Trustee shall draw the Letter of Guarantee to the extent of such defaulted amount. Multiple draws under the Letter of Guarantee can be made by the Trustee upon further defaults of the Company. The Trustee shall be authorized to act as provided in this paragraph, and as provided under paragraph 3.6 of this Agreement, either based on its own cognizance of the applicable facts or circumstances or based upon a written declaration of any Beneficiary, which shall be prima facie evidence of the applicable facts or circumstances, with no duty of the Trustee to verify the applicable facts or circumstances.~~

[DELETED]

ARTICLE IV~~ARTICLE 4~~ - ACCEPTANCE OF TRUST

4.01 ~~4.1~~ The Trustee hereby accepts the Trust and assumes the duties hereby created and imposed upon it, subject to the following terms and conditions:

a) ~~(a)~~ The Trustee shall not be liable for any action taken or omitted to be taken by it hereunder or in connection herewith, except for its fraud, bad faith or gross or intentional fault.

b) ~~(b)~~ Subject to prior authorization by the ~~Company~~Committee for the engagement of all outside advisers, the Trustee may consult with legal counsel, who may be legal counsel for the Company and the oral or written advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted to be taken by the Trustee hereunder in good faith and in reliance thereon.

c) ~~(c)~~ The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any such agent or attorney appointed with due care by it hereunder.

d) ~~(d)~~ The Trustee may own stock or other securities (including evidences of indebtedness) of the Company to the same extent and in the same manner as though it were not the Trustee hereunder. The Trustee shall not be disqualified from:

(i) acting as a registrar, a transfer agent, or a paying agent for;

(ii) acting in a fiduciary capacity for;

(iii) engaging in customary business and activities for or with any Beneficiary or the Company.

e) ~~(e)~~ The Trustee may rely conclusively upon any instruction, advice, notice, opinion or other document believed by it to be genuine or to have been signed and presented by the proper party or parties and the truth of the statements and the correctness of the opinions expressed therein, and, subject to subparagraph (a) hereof, shall be under no liability with respect to any action taken or omitted to be taken in accordance with such instruction, advice, notice, opinion or other document.

f) ~~(f)~~ The Trustee shall not be required to exercise any of the rights and powers vested in it hereby which would violate any applicable law or which, in its reasonable judgment, would involve it in any expense or liability, including without limitation, the payment of any taxes (other than the Trustee's own personal taxes or the refundable tax as that term is defined in Section 207.5 of the *Income Tax Act* (Canada)), unless it shall have been furnished with reasonable security or indemnity against such expense and liability which might be incurred by it in exercising any such rights or powers. ~~The Company agrees to provide such security and indemnity as may be required.~~

g) ~~(g)~~ The Trustee undertakes to perform such duties and only such duties as are specifically imposed upon it pursuant to the Trust created by this Agreement and the related RCA Plan, and no implied covenant or obligation shall be read into this Trust against the Trustee. At any time, the Trustee may request written instructions from the ~~Company~~Committee with respect to the interpretation of the Trust created by this Agreement or the RCA Plan or any action to be taken or suffered or not to be taken hereunder and shall be entitled to withhold action hereunder until it shall have received such written instructions from the ~~Company~~Committee.

h) ~~(h)~~ The Trustee shall not be bound to make any investigation into the facts or matters stated in any instruction, advice, notice, opinion or other document. The Trustee, at its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit.

i) [DELETED]

j) ~~(i) The Company agrees to reimburse~~As and from April 16, 2009, the Trustee ~~for all~~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 ~~also agrees to pay the Trustee's fees as may from time to time be mutually agreed upon in writing by the Company and the Trustee~~shall have no responsibility for any such fees, expenses and disbursements.

~~(j) In the event the Company becomes insolvent or bankrupt, the Trustee may recover from the RCA Plan Trust Fund, all of its fees, expenses and disbursements as set forth in Section 4.1(i).~~

ARTICLE V~~ARTICLE 5~~
- INDEMNITY

~~5.1 The Company agrees to indemnify and hold harmless the Trustee, and each director, officer and agent thereof, against all claims, losses, damages, costs, penalties, fines and expenses (including reasonable expenses of the Trustee's legal counsel) which, without negligence, fraud, bad faith or gross or intentional fault, on the part of the Trustee, may be paid, incurred or suffered by the Trustee by reason of or as a result of the Trustee's acceptance or administration of the Trust or by reason of or as a result of its compliance with its duties set forth herein or with any written or oral instructions delivered to the Trustee pursuant hereto. In no case shall the Company be liable under this indemnity with respect to any claim against the Trustee unless the Company shall be notified by the Trustee, by letter or by cable or telex confirmed by letter, of the written assertion of a claim against the Trustee or of any action commenced against the Trustee, promptly after the Trustee shall have received any such written assertion of the claim or shall have been served with a summons or other first legal process giving the Company information as to the nature and basis of the claim The Company shall be entitled to participate at its own expense in the defence. If the Company so elects at any time after receipt of such notice, it may assume the defence of any suit brought to enforce such claim If the Company assumes the defence of any suit, it shall not be liable for the fees and expenses of any additional counsel thereafter retained by the Trustee.~~

[DELETED]

ARTICLE VI~~ARTICLE 6~~
- RESIGNATION OF TRUSTEE

6.01 ~~6.1~~The Trustee, or any trustee hereafter appointed, may resign at any time from the Trust by giving written notice thereof to the ~~Company~~Committee specifying the date on which its desired resignation shall become effective; provided that such notice shall never be given less than sixty (60) days prior to such desired effective date unless the ~~Company~~Committee otherwise agrees. Such resignation shall take effect upon the earlier of (a) the stated effective date of such resignation or (b) the date of the appointment of a successor trustee and the acceptance of such appointment by the successor trustee. Upon receiving such notice of resignation, the ~~Company~~Committee shall promptly appoint a successor trustee by written instrument, in sufficient copies to provide one copy to the resigning Trustee, and one copy to the successor trustee.

6.02 ~~6.2~~ In the event that the ~~Company~~Committee has not appointed a successor trustee by written instrument within five (5) days of the effective resignation date mentioned in Section ~~6.1,~~6.01, the Trustee shall, in the name and at the expense of the ~~Company~~Committee, appoint a successor trustee by written instrument and provide a copy of such appointment to the ~~Company~~Committee, provided that such successor trustee shall be one of the five largest trust companies in Canada on the basis of assets under administration as certified by the proposed successor trustee.

ARTICLE VII~~ARTICLE 7~~
- REMOVAL OF TRUSTEE

7.01 ~~7.1~~ The Trustee, or any trustee hereafter appointed, may be removed at any time from the Trust following at least sixty (60) days' prior notice by written instrument, executed by the ~~Company~~Committee, in duplicate, one copy of which shall be delivered to the Trustee so removed and one copy to the successor trustee.

7.02 ~~7.2~~ Any successor trustee appointed as provided hereunder shall execute, acknowledge and deliver to the ~~Company~~Committee and to the predecessor trustee an instrument accepting such appointment hereunder, as trustee of the Trust and thereupon, the resignation or removal of the predecessor trustee shall become effective and such successor trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor hereunder with like effect as if originally named as the Trustee herein, provided that such successor trustee shall be one of the five largest trust companies in Canada on the basis of assets under administration as certified by the proposed successor trustee. However, on the written request of the ~~Company~~Committee or of the successor trustee, the predecessor trustee ceasing to act shall, upon payment of any amounts then due to it pursuant to the provisions of this Trust, execute and deliver an instrument transferring to such successor trustee all the rights and powers of the Trustee so ceasing to act. Upon the request of any such successor trustee, the ~~Company~~Committee and such predecessor trustee shall execute any and all instruments in writing to fully vest in and confirm to such successor trustee all such rights and powers.

7.03 ~~7.3~~ Upon acceptance of the appointment of the successor trustee as provided herein, the ~~Company~~Committee shall cause to be mailed to each Beneficiary, a notice of the succession of such trustee hereunder. Such notice must be submitted to the Trustee for its comments and approved by the Trustee prior to forwarding such notice to the Beneficiaries. If the ~~Company~~Committee shall fail to cause such notice to be mailed within ten (10) days after acceptance the Trustee shall cause such notice to be mailed at the expense of the ~~Company~~Committee.

7.04 ~~7.4~~ The Trustee resigning or being removed shall forthwith convey any and all records, books, documents, money and other property and assets in his possession forming part of the RCA Plan Trust Fund or incidental to his duties as Trustee under this Agreement and relating to the administration and distribution of the RCA Plan Trust Fund, to the successor trustee.

ARTICLE VIII~~ARTICLE 8~~
- TERMINATION OF THE TRUST

8.01 ~~8.1 The~~Without affecting or limiting 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, the Trust created herein shall continue until the earlier of:

(i) ~~(a)~~ the moment as of which all the obligations of the Company to the Beneficiaries pursuant to the RCA Plan have been discharged in full;

(ii) ~~(b)~~ the moment ~~as of which each of the SERPs has been terminated; and~~that the funds in the hands of the Trustee as well as any refundable tax credit have been exhausted.

~~(c) upon the written notice of termination by the Company to the Trustee, which notice of termination shall be accompanied by~~

~~(i) a certificate of the Company setting forth the manner in which the arrangements put in place by this Agreement have become substantially more expensive for the Company to maintain or have ceased to provide the adequate level of protection to Beneficiaries required under the terms of the SERPs, as a result of changes in applicable tax laws, rules or interpretations or changes in other applicable laws or regulations;~~

~~(ii) copy of draft documentation providing for arrangements designed to provide Beneficiaries with a substantially equivalent level of protection of their entitlements under SERPs;~~

~~(iii) legal opinion of counsel, selected by the Company and reasonably acceptable to the Trustee, as to enforceability of the replacement arrangements referred to in (ii) above; and~~

~~(iv) favourable report of actuarial consultants, selected by the Company and reasonably acceptable to the Trustee, as to the substantial equivalency of the replacement arrangements referred to in (ii) above.~~

~~It being understood that the Trustee shall be under no duty to make any investigation or enquiry as to any statement contained in the documents referred to above in subparagraphs (iii) and (iv) and may accept same as conclusive evidence. The Trustee shall be protected in acting upon such documents.~~

~~Any amount of refundable tax received by the Trustee from the tax authorities after the time of termination of the Trust shall be remitted forthwith to the Company. In the event any RCA Plan Investments remain in such Trust, at the time of termination as set forth above, the Trustee shall forthwith distribute such investments to the Company.~~

ARTICLE IX~~ARTICLE 9~~
~~MISCELLANEOUS~~ MISCELLANEOUS

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.

9.01 ~~9.1~~ The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Trust created hereby.

9.02 ~~9.2~~ If any provision of the Trust created hereby is held to be invalid or unenforceable by any judgment or order of a court or tribunal of competent jurisdiction, the remainder of such Trust shall not be affected by such judgment, and such Trust shall be carried out as nearly as possible in accordance with its original terms and conditions.

9.03 ~~9.3~~ The Trust created hereby shall be binding upon and enure to the benefit of the Company, the Trustee and the Beneficiaries and their respective heirs, executors, successors and assigns as the case may be. Except as specifically set forth herein, nothing in the Trust created hereby is intended to confer upon any other person any rights or remedies under or by reason of such Trust.

9.04 ~~9.4~~ Trust Provisions

Notwithstanding the references herein to this Agreement as a "Trust Agreement" or to ~~Montreal~~Royal Trust Company (or its successor hereunder, if any) as a "Trustee" or to it acting as Trustee, and except for any trust which may be created or constituted in Quebec for the purposes of Sections ~~1.1, 1.2, 1.3, 2.2, 2.3 or 3.1~~1.01, 1.02, 1.03, 2.02 or 2.03 of this Agreement (and only to the extent contemplated by such Sections), no trust within the meaning of Chapter II of Title Six of Book Four of the Civil Code is intended to be or is created or constituted hereby. In addition, for greater certainty and subject as hereinafter in this Section provided in the case of any trust created or constituted in Quebec for the purposes of Sections ~~1.1, 1.2, 1.3, 2.2, 2.3 or 3.1~~1.01, 1.02, 1.03, 2.02 or 2.03 of this Agreement, the provisions of Title Seven of Book Four of the Civil Code shall not apply to any administration by the Trustee hereunder.

Except as otherwise expressly provided or unless the context otherwise requires, references in this Agreement to "trust" or "in trust", and other similar wording shall only refer to any trust created or constituted for the purposes of Sections ~~1.1, 1.2, 1.3, 2.2, 2.3~~1.01, 1.02, 1.03, 2.02 or ~~3.1~~2.03 of this Agreement, as the case may be, which trust may be created or constituted in Quebec or in any other appropriate jurisdiction and, if created or constituted in Quebec, shall be subject to the provisions of the Civil Code applicable to trusts and, if created or constituted in another appropriate jurisdiction, shall be subject to the trust laws of such jurisdiction. The administration of any such trust shall be governed by and in accordance with the provisions hereof which, to the extent permitted by applicable law, shall supersede any provisions relating to the administration of property of others or other similar provisions of any applicable law.

9.05 ~~9.5~~ Acceptance of Trust

The Trustee hereby accepts any and all trusts created or constituted for the purposes of Sections ~~1.1, 1.2, 1.3, 2.2, 2.3~~1.01, 1.02, 1.03, 2.02 or ~~3.1~~2.03 of this Agreement, agrees to perform the same upon the terms and conditions herein set forth and, to the extent any such terms and conditions conflict with any provisions of applicable law, such terms and conditions shall prevail to the extent that such provisions do not constitute provisions of public order.

9.06 ~~9.6~~ Beneficiaries

To the extent necessary and for greater certainty (but without in any way detracting from custom and usage applicable with regard to the relationship among the Company, the Trustee, the Committee and the Beneficiaries) and subject to any applicable law of public order, it is hereby agreed as follows:

notwithstanding any other provision hereof and except as may be otherwise set forth in a direction of any of the Beneficiaries pursuant to this Agreement, relating thereto, no Beneficiary shall be liable to third parties for acts performed by the Trustee or the Committee (or any other person appointed by the Trustee or the Committee to perform all or any of its rights, powers, trusts or duties hereunder) during the exercise of its rights, powers and trusts and the performance of its duties under this Agreement or for injury caused to such parties by the fault of the Trustee or the Committee (or any such person), or for contracts entered into in favour of such parties, during such performance and the Trustee or the Committee (or any such person) alone shall be so liable subject to any rights or recourses which the Trustee or the Committee (or any such person) may have hereunder or under any applicable law against the Company or any other person (other than a Beneficiary) in connection with any such liability;

except as otherwise expressly provided herein or in a request or direction of any of the Beneficiaries pursuant to this Agreement, the Trustee and the members of the Committee shall not be entitled to receive from the Beneficiary any remuneration or compensation for any services rendered by the Trustee or the members of the Committee hereunder or reimbursement of any costs, expenses, liabilities, disbursements or advances incurred or made by the Trustee or the members of the Committee in accordance with any provision of this Agreement;

notwithstanding any other provision hereof and except as may be otherwise set forth in a direction of any of the Beneficiaries pursuant to this Agreement, relating thereto, no Beneficiary shall be liable to compensate the Trustee or the members of the Committee for any injury suffered by it by reason of the performance of its rights, powers, trust or duties hereunder subject to any rights or recourses which the Trustee may have hereunder or under any applicable law against the Company or any other person (other than a Beneficiary) in connection with such injury;

the bankruptcy of the Trustee shall not terminate its rights, powers, trusts and duties hereunder provided that such rights, powers, trusts and duties are assumed by a successor Trustee appointed in accordance with the provisions of Article ~~7~~VII of this Agreement; and

except as otherwise expressly provided herein or in a request or direction of any of the Beneficiaries pursuant to this Agreement, the Trustee and the members of the Committee shall not be obliged to render any account to the Beneficiaries, nor return to the Beneficiaries any amounts which it has received in the performance of its duties hereunder (including amounts withheld from the RCA Plan Trust Fund in accordance with this Agreement), nor pay any interest to the Beneficiaries on such amounts.

9.07 ~~9.7~~ All notices, requests, demands or other communications hereunder shall be given or made in writing and shall be delivered personally or sent by registered first-class mail, postage prepaid, to the other party or parties to whom they are directed at the address set forth below, (in the case of the Company, the Committee and the Trustee) or to such other person or at such other address as any party may designate in writing to the other.

To:

~~Avenor Inc.~~
~~1250, René-Lévesque Blvd. West~~Bowater Canadian Forest Products Inc.
1155 Metcalfe, Suite 800
Montréal, Québec
H3B ~~4Y3~~ 5H2

Attention: ~~William G. Harvey~~
~~Vice President and Treasurer~~
~~and~~
~~Henry Roy~~
~~Manager, Pension Funds~~
~~Fax: (514) 846-5075~~Legal Department

~~With a copy to:~~
~~Marc Régnier~~
~~Senior Vice-President and~~
~~General Counsel~~
~~Fax: (514) 846-5041~~

To the Trustee:

~~Montreal~~Royal Trust Company
~~1800 McGill College Avenue~~
~~Montreal, Quebec~~
~~H3A 1~~155 Wellington Street West,
20th Floor
Toronto, Ontario
M5V 3K97

Attention: Assistant Vice-President
Pension and Investment Fund
Services

To the Committee:

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

Notices shall be deemed to have been given and received upon the earlier of actual delivery thereof or five (5) calendar days after the date of the postmark. 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.

9.08 ~~9.8~~ Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall extend to and include the feminine gender and/or body corporate unless the context in which a particular word is used clearly requires otherwise.

9.09 ~~9.9~~ This Agreement shall be construed and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

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.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

~~AVENOR~~BOWATER CANADIAN FOREST PRODUCTS INC.

____
~~Marc Régnier~~●
~~Senior Vice President~~
~~and General Counsel~~●

____
~~William G. Harvey~~●
~~Vice-President and Treasurer~~●

~~MONTREAL~~THE ROYAL TRUST COMPANY

____
~~Louis Boileau~~●
~~Client Servicing Officer~~●

____
~~Chantal Leclerc~~●
~~Legal Counsel~~●

SCHEDULE A-1

SENIOR EXECUTIVE RETIREMENT PLAN (SERP)

SCHEDULE A-2

SUPPLEMENTAL RETIREMENT BENEFIT PLAN FOR
GRADE ~~12~~28 AND OVER EMPLOYEES OF ~~AVENOR~~BOWATER CANADIAN FOREST PRODUCTS INC.

SCHEDULE A-3

SUPPLEMENTAL RETIREMENT BENEFIT PLAN FOR
GRADE ~~11~~27 AND UNDER EMPLOYEES OF ~~AVENOR~~BOWATER CANADIAN FOREST PRODUCTS INC.

SCHEDULE A-4

AMENDMENT NO 1 TO THE RETIREMENT COMPENSATION ARRANGEMENT TRUST AGREEMENT

SCHEDULE A-5

STATEMENT OF INVESTMENT POLICIES AND PROCEDURES

SCHEDULE B

SAMPLE LETTER OF GUARANTEE

[DELETED]

SCHEDULE C

EXPIRY OF LETTER OF GUARANTEE NOTICE - NOTICE TO COMPANY

~~Please be advised that the following Letter of Guarantee ● issued to Montreal Trust Company as trustee of the RCA Plan Trust Fund created pursuant to the Retirement Compensation Arrangement Trust Agreement entered into by Avenor Inc. and Montreal Trust Company on ● shall expire on ●.~~

~~In accordance with paragraph 3.5 of the said Retirement Compensation Arrangement Trust Agreement, failing reception by Montreal Trust Company prior to the last banking business day before expiry of the Letter of Guarantee of a Replacement Letter of Guarantee or of satisfactory evidence of the establishment of a Replacement RCA, Montreal Trust Company shall call the said Letter of Guarantee no later than on the last banking business day prior to its expiry without further notice to you.~~

[DELETED]

SCHEDULE D

EXPIRY OF LETTER OF GUARANTEE NOTICE - NOTICE TO PARTICIPANTS

[DELETED]

SCHEDULE E

CERTIFICATE OF AUTHORIZED SIGNATORIES

~~Please be advised, pursuant to paragraph 3.5 of the Retirement Compensation Arrangement Trust Agreement entered into by Avenor Inc. and Montreal Trust Company on ●, that Montreal Trust Company holds the following Letter of Guarantee issued to it as trustee of the RCA Plan Trust Fund created pursuant to the Retirement Compensation Arrangement~~The following are specimen signatures of persons duly authorized to give all communications, notices and corrections to the Trustee pursuant to the amended and restated Trust Agreement.

~~This Letter of Guarantee shall expire on ●. Montreal Trust Company has provided notice to Avenor Inc. of the impending expiry, yet to date has not received a notice of intention to provide a Replacement Letter of Guarantee, establish a Replacement RCA or deposit money or property of equivalent value.~~

~~In accordance with paragraph 3.5, failing reception prior to the last banking business day before expiry of the Letter of Guarantee of a Replacement Letter of Guarantee, evidence of establishment of a Replacement RCA, or delivery of money or property, Montreal Trust Company shall call the said Letter of Guarantee no later than on the day of its expiry or, if the day of the expiry of the Letter of Guarantee does not fall on a banking business day, on the last banking business day prior to its expiry without further notice to you.~~

The Committee assumes responsibility for amending this list from time to time.

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

Signature:
Name: Anthony Iasenza
Address: 2835 Chicoutimi Street
Laval, Québec
H7E 1B2

Signature:
Name: David Steuart
Address: 4410 Lakeshore Road
Burlington, Ontario
L7L 1B4

Document comparison by Workshare Professional on Friday, July 02, 2010 10:46:55 AM

Input:	
Document 1 ID	PowerDocs://MONTREAL/10556876/1
Description	MONTREAL-#10556876-v1-Trust_Agreement
Document 2 ID	PowerDocs://MONTREAL/10556876/7
Description	MONTREAL-#10556876-v7-Trust_Agreement
Rendering set	standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	252
Deletions	206
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	464