

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No. : 500-11-036133-094

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C., c. C-36, as amended)

IN THE MATTER OF THE PLAN OF
COMPROMISE OR ARRANGEMENT OF:
ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

the other Petitioners listed herein

Petitioners

and

THE LAND REGISTRAR FOR THE LAND
REGISTRY OFFICE FOR THE
REGISTRATION DIVISION OF
SAGUENAY

and

THE LAND REGISTRAR FOR THE LAND
REGISTRY OFFICE FOR THE
REGISTRATION DIVISION OF ABITIBI

and

THE REGISTRAR OF THE REGISTER OF
PERSONAL AND MOVABLE REAL
RIGHTS

Mises-en-cause

and

ERNST & YOUNG INC.

Monitor

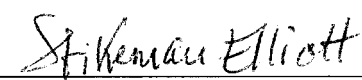
AMENDED LIST OF EXHIBITS OF THE PETITIONERS

(In support of Amended Second Motion for the Issuance of Various Orders Authorizing the Sale of
Non-Core Properties and for the Issuance of a Re-Amended Receivership Order in respect
of 4513541 Canada Inc.)

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Montréal, this 4th day of August, 2010



STIKEMAN ELLIOTT LLP
Attorneys for Petitioners

EXHIBIT R-1

EXHIBIT WITHDRAWN

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act)

N° 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBIBOWATER INC. & al
Petitioners

- and -
ERNST & YOUNG INC.
Monitor

- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & al

Respondents

BS0350 n/dos.: 041053-1170

EXHIBIT R-1

ORIGINAL

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EXHIBIT R-2

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No: 500-11-036133-094

DATE: ●, 2010

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

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

Mise-en-cause

and

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER IN RESPECT OF THE OUTARDES ASSETS
(FORMER BARK PILE)
(#●)

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

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

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the execution of the deed of sale, a draft copy of which was filed as Exhibit R-15 to the Motion (the "**Deed of Sale**"), by and between Abitibi Consolidated Company of Canada ("**ACCC**"), as vendor, and Samson Belair/Deloitte & Touche Inc. in its capacity as court-appointed receiver for and on behalf of 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein (the "**Proposed Transactions**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [2] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Deed of Sale;
- [3] **ORDERS AND DECLARES** that upon issuance of this Order and a Re-Amended Receivership Order dated April 26, 2010 with respect to the Purchaser, and the payment by the Purchaser of the Purchase Price (as defined in the Deed of Sale), all right, title and interest in and to the assets described in the Deed of Sale and being hereinafter described (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, other than encumbrances referred to in the Deed of Sale, including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to the *Bank Act*, the *Civil Code of Quebec* or any other applicable legislation providing for a security interest in personal, movable or immovable property with respect to the Purchased Assets (collectively, the "**Purchased Assets Encumbrances**"), excluding however: (i) the servitude published on November 18, 1998, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 194646 (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets, with the exception of the Permitted Encumbrances, be expunged and discharged as

against the Purchased Assets, in each case effective as of the applicable time and date set out in the Deed of Sale;

The Purchased Assets may be described as follows:

"An immovable property situated in the City of Baie-Comeau, Province of Quebec, known and designated as the following lot:

Lot D-QUARANTE-DEUX (lot D-42) du BLOC D, du Cadastre du Canton de Manicouagan, circonscription foncière de Saguenay.

With all buildings thereon erected, and as the said immovable now subsists, with all its rights members and appurtenances without exception of reserve of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto."

- [4] **ORDERS** the Québec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Vesting Order to reduce the scope of the hypothecs published under numbers: 08-0163791-0002 and assignment 09-0385404-0001, 08-0163796-0002, 09-0256803-0016 followed by subrogation and assignment 10-0018318-0001, 09-0481801-0002, 09-0762559-0002, 09-0763162-0001, 09-0256803-0002 followed by subrogation and assignment 10-0018318-0001, 09-0481801-0001 and 08-0695718-0002 in connection with the Purchased Assets and to cancel, release and discharge all of the Purchased Assets Encumbrances in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of any and all encumbrances created by those hypothecs;
- [5] **ORDERS** that the Purchaser Note (as defined in the Motion, a draft copy of which was filed as Exhibit R-28 to the Motion) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;
- [6] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights of ACCC under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;
- [7] **ORDERS** that notwithstanding:
 - (i) the proceedings under the CCAA;
 - (ii) any petitions for a receiving order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act ("BIA") and any order issued pursuant to any such petition; or

(iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets, contemplated in this Order, as well as the execution of the Deed of Sale pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it give rise to an oppression or any other remedy; and

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

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

CLÉMENT GASCON, J.S.C.

●

Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

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

SCHEDULE "B"
BOWATER PETITIONERS

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

SCHEDULE "C"

18.6 CCAA PETITIONERS

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

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act)

N°. 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBIBOWATER INC. & al
Petitioners

- and -
ERNST & YOUNG INC.
Monitor

- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & al

Respondents

BS0350 n/dos.: 041053-1170

EXHIBIT R-2

ORIGINAL

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EXHIBIT R-3

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No: 500-11-036133-094

DATE: ●, 2010

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

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

Mise-en-cause

and

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER IN RESPECT OF THE OUTARDES ASSETS (LOTS
8 AND D-56)
(#●)

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

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

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the execution of the deed of sale, a draft copy of which was filed as Exhibit R-16 to the Motion (the "**Deed of Sale**"), by and between Abitibi Consolidated Company of Canada ("**ACCC**"), as vendor, and Samson Belair/Deloitte & Touche Inc. in its capacity as court-appointed receiver for and on behalf of 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein (the "**Proposed Transactions**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [2] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Deed of Sale;
- [3] **ORDERS AND DECLARES** that upon issuance of this Order and a Re-Amended Receivership Order dated April 26, 2010 with respect to the Purchaser, and the payment by the Purchaser of the Purchase Price (as defined in the Deed of Sale), all right, title and interest in and to the assets described in the Deed of Sale and being hereinafter described (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, other than encumbrances referred to in the Deed of Sale, including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to the *Bank Act*, the *Civil Code of Quebec* or any other applicable legislation providing for a security interest in personal, movable or immovable property with respect to the Purchased Assets (collectively, the "**Purchased Assets Encumbrances**"), excluding however: (i) the servitude published on December 2, 1999, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 198380 (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets, with the exception of the Permitted Encumbrances, be expunged and discharged as

against the Purchased Assets, in each case effective as of the applicable time and date set out in the Deed of Sale;

The Purchased Assets may be described as follows:

"1) La parcelle CINQUANTE-SIX (56) du BLOC D (Bloc D), de l'arpentage primitif du canton de Manicouagan, contenant d'après l'arpentage primitif 9,862 hectares, plus ou moins, correspondant à la subdivision CINQUANTE-SIX du BLOC D (Bloc D-56), du cadastre du canton de Manicouagan, circonscription foncière de Saguenay.

2) Le BLOC TRENTE-TROIS (Bloc 33), de l'arpentage primitif du canton de Manicouagan, contenant d'après l'arpentage primitif 9,356 hectares, plus ou moins, correspondant au lot numéro HUIT (lot 8), du cadastre du canton de Manicouagan, circonscription foncière de Saguenay.

Le tout sans bâtisse dessus construite, avec circonstances et dépendances."

- [4] **ORDERS** the Québec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Vesting Order to reduce the scope of the hypothecs published under numbers: 08-0163791-0002 and assignment 09-0385404-0001, 08-0163796-0002, 09-0256803-0016 followed by subrogation and assignment 10-0018318-0001, 09-0481801-0002, 09-0762559-0002, 09-0763162-0001, 09-0256803-0002 followed by subrogation and assignment 10-0018318-0001, 09-0481801-0001 and 08-0695718-0002 in connection with the Purchased Assets and to cancel, release and discharge all of the Purchased Assets Encumbrances in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of any and all encumbrances created by those hypothecs;
- [5] **ORDERS** that the Purchaser Note (as defined in the Motion, a draft copy of which was filed as Exhibit R-28 to the Motion) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;
- [6] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights of ACCC under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;
- [7] **ORDERS** that notwithstanding:
 - (i) the proceedings under the CCAA;
 - (ii) any petitions for a receiving order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act ("**BIA**") and any order issued pursuant to any

such petition; or

(iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets, contemplated in this Order, as well as the execution of the Deed of Sale pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it give rise to an oppression or any other remedy; and

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

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

CLÉMENT GASCON, J.S.C.

●

Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

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

SCHEDULE "B"
BOWATER PETITIONERS

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

SCHEDULE "C"

18.6 CCAA PETITIONERS

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

SUPERIOR COURT
Commercial Division
Court designated pursuant
Creditors Arrangement Act

Nº. 500-11-036133-094

CANADA
PROVINC
DISTRICT

**In the matter of Plan of Compromise or Arrangement
of:**

ABITIBOWATER INC. & al
Petitione

- and -

ERNST & YOUNG INC.

Monitor

- and -

THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & *nl*

Respondents

BS0350

n/dos.: 041053-1170

EXHIBIT R-3

ORIGINAL

Me Guillaume Boudreau-Simard
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Montréal, Québec H3B 3V2**

EXHIBIT R-4

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No: 500-11-036133-094

DATE: ●, 2010

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

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

Mise-en-cause

and

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER IN RESPECT OF THE LA BAIE ASSETS (OLD
SAWMILL)
(#●)

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

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

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the execution by of the deed of sale, a draft copy of which was filed as Exhibit R-17 to the Motion (the "**Deed of Sale**"), by and between Produits Forestiers Saguenay Inc. ("**PFS**"), as vendor, and Samson Belair/Deloitte & Touche Inc. ("**Deloitte**") in its capacity as court-appointed receiver for and on behalf of 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein (the "**Proposed Transactions**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [2] **AUTHORIZES AND APPROVES** the execution of the Deed of Hypothec, a draft copy of which was filed as Exhibit R-21 to the Motion, by and between PFS, as creditor, and Deloitte in its capacity as court-appointed receiver for and on behalf of the Purchaser, as debtor, and the completion of all the transactions contemplated therein, with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [3] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Deed of Sale;
- [4] **ORDERS AND DECLARES** that upon issuance of this Order and a Re-Amended Receivership Order dated April 26, 2010 with respect to the Purchaser, and the payment by the Purchaser of the Purchase Price (as defined in the Deed of Sale), all right, title and interest in and to the assets described in the Deed of Sale and being hereinafter described (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, other than encumbrances referred to in the Deed of Sale, including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to the *Bank Act*, the *Civil Code of Quebec* or any other applicable legislation providing for a security interest in

personal, movable or immovable property with respect to the Purchased Assets (collectively, the "**Purchased Assets Encumbrances**"), excluding however: (i) the notice published on August 30, 1993, at the Land Register of the Land Registry Office for the Registration Division of Chicoutimi under number 56561; (ii) the servitude published on July 10, 1996, at the Land Register of the Land Registry Office for the Registration Division of Chicoutimi under number 594098; (iii) the servitude published on October 19, 1992, at the Land Register of the Land Registry Office for the Registration Division of Chicoutimi under number 547981; (iv) the servitude published on August 19, 1982, at the Land Register of the Land Registry Office for the Registration Division of Chicoutimi under number 389526; and (v) the servitude published on May 17, 1978, at the Land Register of the Land Registry Office for the Registration Division of Chicoutimi under number 329728 (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets, with the exception of the Permitted Encumbrances, be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Deed of Sale;

The Purchased Assets may be described as follows:

"An immovable property situated in the City of Saguenay, Province of Quebec, known and designated as lots THREE MILLION THREE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED AND EIGHTY-ONE (3 344 181) and THREE MILLION THREE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED AND THIRTY-FOUR (3 344 134), both of the Cadastre of Quebec, Registration Division of Chicoutimi.

With all buildings thereon erected, bearing civic number 105 de la Grande-Baie Nord Boulevard, City of Saguenay (Borough of La Baie), Province of Quebec, G7B 3K1, and as the said immovable now subsists, with all its rights members and appurtenances without exception of reserve of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto.

An immovable property situated in the City of Saguenay, Province of Quebec, known and designated as lot THREE MILLION THREE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED AND FORTY (3,344,140) of the Cadastre of Quebec, Registration Division of Chicoutimi.

With all buildings thereon erected, bearing civic number 1433 Aimé-Gravel Street, City of Saguenay (Borough of La Baie), Province of Quebec, G7B 2M7, and as the said immovable now subsists, with all its rights members and appurtenances without exception of reserve of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto."

- [5] **ORDERS** the Québec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Vesting Order to reduce the scope of the hypothecs published under numbers: 04-0279470-0002, 08-0163791-0002 and assignment 09-0385404-0001, 08-0163796-0002, 09-0762559-0002, 09-0763162-0001, 09-0256803-0017 and assignment and subrogation 10-0018318-0001 in connection with the Purchased Assets and to cancel, release and discharge

all of the Purchased Assets Encumbrances in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of any and all encumbrances created by those hypothecs;

[6] **ORDERS** that the Purchaser Note (as defined in the Motion, a draft copy of which was filed as Exhibit R-28 to the Motion) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;

[7] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights of PFS under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;

[8] **ORDERS** that notwithstanding:

- (i) the proceedings under the CCAA;
- (ii) any petitions for a receiving order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act ("**BIA**") and any order issued pursuant to any such petition; or
- (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets, contemplated in this Order, as well as the execution of the Deed of Sale pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it give rise to an oppression or any other remedy; and

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

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

CLÉMENT GASCON, J.S.C.

●
Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

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

SCHEDULE "B"
BOWATER PETITIONERS

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

SCHEDULE "C"

18.6 CCAA PETITIONERS

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

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the Companies'
Creditors Arrangement Act)

Nº. 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

**In the matter of Plan of Compromise or Arrangement
of:**

ABITIBIBOWATER INC. & al
Petitioners

- and -

ERNST & YOUNG INC.

Monitor

- and -

THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & *al*

Respondents

BS0350

n/dos.: 041053-1170

EXHIBIT R-4

ORIGINAL

Me Guillaume Boudreau-Simard
(514) 397-3694
Fax : (514) 397-3621

STIKEMAN ELLIOTT
Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
40^e Étage
1155, boul. René-Levesque Ouest
Montréal, Québec H3B 3V2

EXHIBIT R-5

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No: 500-11-036133-094

DATE: ●, 2010

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

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER IN RESPECT OF THE BAKER BROOK ASSETS
(#●)

- [1] **CONSIDERING** *Petitioners' Amended Second Motion for the Issuance of Various Orders Authorizing the Sale of Non-Core Properties and for the Issuance of a Re-Amended Receivership Order in respect of 4513541 Canada Inc. (the "Motion");*
- [2] **CONSIDERING** the representations of the parties;
- [3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("**CCAA**");

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the transfer of the real property and the real property interests identified in Schedule "D" hereto, together with all buildings and other structures, facilities and improvements located thereon (collectively the "**Real Property**");

- [2] **AUTHORIZES AND APPROVES** the execution of the Indenture, a draft copy of which was filed as Exhibit R-22 to the Motion (the "**Indenture**"), by and between Bowater Couturier Inc. ("**BCI**") and Bowater Canadian Forest Products Inc. ("**BCFPI**") (the "**Vendors**"), as vendors, and Samson Belair/Deloitte & Touche Inc. ("**Deloitte**") in its capacity as court-appointed receiver for and on behalf of 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein (the "**Proposed Transactions**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor that do not affect unfavourably the Vendors or are clerical in nature;

- [3] **AUTHORIZES AND APPROVES** the execution by the Vendors and Deloitte in its capacity as court-appointed receiver for and on behalf of Purchaser of the General Security Agreement, a draft copy of which was filed as Exhibit R-22 to the Motion (the "**GSA**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor that do not affect unfavourably the Vendors or are clerical in nature;

- [4] **AUTHORIZES AND APPROVES** the execution by the Vendors and Deloitte in its capacity as court-appointed receiver for and on behalf of Purchaser of the Mortgage, a draft copy of which was filed as Exhibit R-22 to the Motion (the "**Mortgage**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor that do not affect unfavourably the Vendors or are clerical in nature;

- [5] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Indenture;

- [6] **ORDERS AND DECLARES** that upon issuance of this Order and a Re-Amended Receivership Order dated April 26, 2010 with respect to the Purchaser, and the payment by the Purchaser of the Purchase Price (as defined in the Indenture), all right, title and interest in and to the Properties, as defined in the Indenture (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or

encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, other than encumbrances referred to in the Indenture, including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to the *Bank Act* or any other applicable legislation providing for a security interest in personal, movable or immovable property with respect to the Purchased Assets (collectively, the "**Purchased Assets Encumbrances**"), and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Indenture;

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

the vesting of the Purchased Assets, contemplated in this Order, as well as the execution of the Indenture, the GSA and the Mortgage pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void

or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it give rise to an oppression or any other remedy; and

- [11] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security.
- [12] **THE WHOLE WITHOUT COSTS.**

CLÉMENT GASCON, J.S.C.

●

Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

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

SCHEDULE "B"
BOWATER PETITIONERS

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

SCHEDULE "C"
18.6 CCAA PETITIONERS

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

SCHEDULE "D"
LEGAL DESCRIPTION OF THE REAL PROPERTY

Place Name: Baker Brook

Parish/County: Parish of Baker Brook

County of Madawaska

Label of Parcel on Plan: Lot "A"

Registration No. of Plan: 200127

Registration County: Madawaska County

Registration Date of Plan: 08 July, 1994

Title of Plan: Raoul Couturier Lumber Ltd. Subdivision Plan

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act)

N° 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBOWATER INC. & al
Petitioners

- and -
ERNST & YOUNG INC.
Monitor

- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & al

Respondents

BS0350 n/dos.: 041053-1170

EXHIBIT R-5

ORIGINAL

Me Guillaume Boudreau-Simard (514) 397-3694
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STIKEMAN ELLIOTT
Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
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Montréal, Québec H3B 3V2

EXHIBIT R-6

SUPERIOR COURT

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL**

No: 500-11-036133-094

DATE: ●, 2010

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

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

**THE LAND REGISTRAR FOR THE LAND REGISTRY OFFICE FOR THE REGISTRATION
DIVISION OF SAGUENAY**

and

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

Mise-en-cause

and

ERNST & YOUNG INC.

Monitor

**APPROVAL AND VESTING ORDER IN RESPECT OF THE SAGUENAY ASSETS (PARC
DES PIONNIERS)
(#●)**

- [1] **CONSIDERING** *Petitioners' Amended Second Motion for the Issuance of Various Orders Authorizing the Sale of Non-Core Properties and for the Issuance of a Re-Amended Receivership Order in respect of 4513541 Canada Inc. (the "Motion")*;
- [2] **CONSIDERING** the representations of the parties;
- [3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act ("CCAA")*;

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the execution of the deed of sale, a draft copy of which was filed as Exhibit R-18 to the Motion (the "**Deed of Sale**"), by and between Abitibi-Consolidated Company of Canada ("**ACCC**"), as vendor, and Samson Belair/Deloitte & Touche Inc. ("**Deloitte**") in its capacity as court-appointed receiver for and on behalf of 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein, including the registration of the Deed of Sale at the Land Registrar of the Land Registry Office for the Registration Division of Saguenay (collectively, the "**Proposed Transactions**"), with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [2] **AUTHORIZES AND APPROVES** the execution of the Deed of Hypothec, a draft copy of which was filed as Exhibit R-21 to the Motion, by and between ACCC, as creditor, and Deloitte in its capacity as court-appointed receiver for and on behalf of the Purchaser, as debtor, and the completion of all the transactions contemplated therein, with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [3] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Deed of Sale, if any;
- [4] **ORDERS AND DECLARES** that upon issuance of this Order and a Re-Amended Receivership Order dated April 26, 2010 with respect to the Purchaser, and the payment by the Purchaser of the Purchase Price (as defined in the Deed of Sale), all right, title and interest in and to the assets described in the Deed of Sale and being hereinafter described (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, other

than encumbrances referred to in the Deed of Sale, if any including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to the *Bank Act* (Canada), the *Civil Code of Québec* or any other applicable legislation providing for a security interest in personal, movable or immovable property with respect to the Purchased Assets (collectively, the "**Purchased Assets Encumbrances**"), excluding however: (i) the lease published on December 19, 2003 between ACCC, as lessor, and Les Amis du Boisé de la Pointe St-Gilles, as lessee, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 10 977 419; (ii) the servitude published on December 19, 2003 in favour Les Amis du Boisé de la Pointe St-Gilles under number 10 977 417 at the Land Register of the Land Registry Office for the Registration Division of Saguenay; and (iii) hypothec published on June 30, 2003, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 209078; (iv) the servitude published on October 31, 1995, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 182825; (v) the servitude published on July 27, 1992, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 169179; and (vi) the servitude published on July 7, 1991, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 164090 (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets, with the exception of the Permitted Encumbrances, be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Deed of Sale;

The Purchased Assets may be described as follows:

"A vacant emplacement located in the City of Baie-Comeau, Province of Quebec, and composed of lot THREE MILLION FOUR HUNDRED THREE THOUSAND ONE HUNDRED AND ELEVEN (3 403 111) of the Cadastre du Québec, Registration Division of Saguenay;

As the said immovable now subsists, with all its rights, members and appurtenances, without exception or reserve of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto."

- [5] **ORDERS** the Land Registrar of the Land Registry Office for the Registry Division of Saguenay, upon presentation of a certified copy of this Order and upon payment of the prescribed fees, to publish this Order and to proceed with the cancellation of any and all Purchased Assets Encumbrances but only insofar as concerns lot THREE MILLION FOUR HUNDRED THREE THOUSAND ONE HUNDRED ELEVEN (3 403 111) of the Land Registry Office for the Registration Division of Saguenay, including, without limitation, the cancellation of the following registrations published at the said Land Registry, but excluding the Permitted Encumbrances:

- Hypothec published on April 1st, 2008 under number 15 079 804 at the said Land Registry Office for the Registration Division of Saguenay;

- Deed of Assignment published on January 22, 2010 with respect to the above-mentioned hypothec under number 16 883 363 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published on April 22, 2009 under number 16 100 728 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published April 27, 2009 under number 16 109 411 at the said Land Registry Office for the Registration Division of Saguenay followed by a notice of sale by judicial authority published on June 19, 2009 under number 16 286 872 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published on May 8, 2009 under number 16 146 346 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published on May 8, 2009 under number 16 146 347 at the said Land Registry Office for the Registration Division of Saguenay;
- Deed of Subrogation published on January 8, 2010 with respect to the above-mentioned hypothecs (published under numbers 16 146 346 and 16 146 347) under number 16 852 611 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published on December 9, 2009 under number 16 790 866 at the said Land Registry Office for the Registration Division of Saguenay;

- [6] **ORDERS** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Vesting Order to reduce the scope of the hypothecs published under numbers: 08-0163791-0002 and assignment 09-0385404-0001, 08-0163796-0002, 09-0256803-0016 and assignment 10-0018318-0001, 09-0481801-0002, 09-0762559-0002, 09-0256803-0002 and assignment 10-0018318-0001, 09-0481801-0001 and 08-0695718-0002 in connection with the Purchased Assets and to cancel, release and discharge all of the Purchased Assets Encumbrances in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of any and all encumbrances created by those hypothecs;
- [7] **ORDERS** that the Purchaser Note (as defined in the Motion, a draft copy of which was filed as Exhibit R-28 to the Motion) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;
- [8] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights of ACCC under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased

Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;

[9] **ORDERS** that notwithstanding:

- (i) the proceedings under the CCAA;
- (ii) any petitions for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") and any order issued pursuant to any such petition; or
- (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets, contemplated in this Order, as well as the execution of the Deed of Sale pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it give rise to an oppression or any other remedy; and

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

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

CLÉMENT GASCON, J.S.C.

●

Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

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

SCHEDULE "B"
BOWATER PETITIONERS

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

SCHEDULE "C"

18.6 CCAA PETITIONERS

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

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act)

N°. 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBIBOWATER INC. & *al*
Petitioners

- and -
ERNST & YOUNG INC.
Monitor

- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & *al*

Respondents

BS0350 n/dos.: 041053-1170

EXHIBIT R-6

ORIGINAL

Me Guillaume Boudreau-Simard (514) 397-3694
Fax : (514) 397-3621

STIKEMAN ELLIOTT
Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
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EXHIBIT R-7

SUPERIOR COURT

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL**

No: 500-11-036133-094

DATE: ●, 2010

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

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

**THE LAND REGISTRAR FOR THE LAND REGISTRY OFFICE FOR THE REGISTRATION
DIVISION OF SAGUENAY**

and

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

Mise-en-cause

and

ERNST & YOUNG INC.

Monitor

**APPROVAL AND VESTING ORDER IN RESPECT OF THE BAIE-COMEAU ASSETS
(TERRAIN EN AIGUILLES)
(#●)**

- [1] **CONSIDERING** *Petitioners' Amended Second Motion for the Issuance of Various Orders Authorizing the Sale of Non-Core Properties and for the Issuance of a Re-Amended Receivership Order in respect of 4513541 Canada Inc.* (the "**Motion**");
- [2] **CONSIDERING** the representations of the parties;
- [3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("**CCAA**");

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the execution of the deed of sale, a draft copy of which was filed as Exhibit R-19 to the Motion (the "**Deed of Sale**"), by and between Abitibi-Consolidated Company of Canada ("**ACCC**"), as vendor, and Samson Belair/Deloitte & Touche Inc. in its capacity as court-appointed receiver for and on behalf of 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein, including the registration of the Deed of Sale at the Land Registrar of the Land Registry Office for the Registration Division of Saguenay (collectively, the "**Proposed Transactions**"), with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [2] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Deed of Sale, if any;
- [3] **ORDERS AND DECLARES** that upon issuance of this Order and a Re-Amended Receivership Order dated April 26, 2010 with respect to the Purchaser, and the payment by the Purchaser of the Purchase Price (as defined in the Deed of Sale), all right, title and interest in and to the assets described in the Deed of Sale and being hereinafter described (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, other than encumbrances referred to in the Deed of Sale, if any, including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to the *Bank Act* (Canada), the *Civil Code of Québec* or any other applicable legislation providing for a security interest in personal, movable or immovable property with respect to the Purchased

Assets (collectively, the "**Purchased Assets Encumbrances**"), excluding however: (i) the servitude published on February 24, 1998, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 191804; (ii) the servitude published on October, 1995, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 182825; (iii) the servitude published on July 27, 1992, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 169179; (iv) the servitude published on July 7, 1991, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 164090; (v) the lease published on January 7, 1991, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 117 685 and the renewal of lease published on December 12, 2001, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 204395; and (vi) the lease published on July 27, 1982, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 124065 (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets, with the exception of the Permitted Encumbrances, be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Deed of Sale;

The Purchased Assets may be described as follows:

"A vacant emplacement located in the City of Baie-Comeau, Province of Quebec, and composed of lot THREE MILLION FOUR HUNDRED THREE THOUSAND TWO HUNDRED AND EIGHTEEN (3 403 218) of the Cadastre du Québec, Registration Division of Saguenay; and

A vacant emplacement located in the City of Baie-Comeau, Province of Quebec, and composed of lot THREE MILLION FOUR HUNDRED THREE THOUSAND AND EIGHTY-SEVEN (3 403 087) of the Cadastre du Québec, Registration Division of Saguenay

As the said immovables now subsist, with all their rights, members and appurtenances, without exception or reserve of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto."

- [4] **ORDERS** the Land Registrar of the Land Registry Office for the Registry Division of Saguenay, upon presentation of a certified copy of this Order and upon payment of the prescribed fees, to publish this Order and to proceed with the cancellation of any and all Purchased Assets Encumbrances, but only insofar as concerns lots THREE MILLION FOUR HUNDRED THREE THOUSAND TWO HUNDRED EIGHTEEN (3 403 218) and THREE MILLION FOUR HUNDRED THREE THOUSAND EIGHTY-SEVEN (3 403 087) of the Land Registry Office for the Registration Division of Saguenay, including, without limitation, the cancellation of the following registrations published at the said Land Registry but excluding the Permitted Encumbrances:

- Hypothec published on April 1st, 2008 under number 15 079 804 at the said Land

Registry Office for the Registration Division of Saguenay;

- Deed of Assignment with respect to the above-mentioned hypothec published on January 22, 2010 under number 16 883 363 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published on April 22, 2009 under number 16 100 728 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published on May 8, 2009 under number 16 146 346 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published on May 8, 2009 under number 16 146 347 at the said Land Registry Office for the Registration Division of Saguenay;
- Deed of Subrogation (with respect to the above-mentioned hypothecs published under numbers 16 146 346 and 16 146 347) published on January 8, 2010 under number 16 852 611 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published on December 9, 2009 under number 16 790 866 at the said Land Registry Office for the Registration Division of Saguenay;

- [5] **ORDERS** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Vesting Order to reduce the scope of the hypothecs published under numbers: 08-0163791-0002 and assignment 09-0385404-0001, 08-0163796-0002, 09-0256803-0016 followed by subrogation and assignment 10-0018318-0001, 09-0481801-0002, 09-0762559-0002, 09-0763162-0001, 09-0256803-0002 followed by subrogation and assignment 10-0018318-0001, 09-0481801-0001 and 08-0695718-0002 in connection with the Purchased Assets and to cancel, release and discharge all of the Purchased Assets Encumbrances in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of any and all encumbrances created by those hypothecs;
- [6] **ORDERS** that the Purchaser Note (as defined in the Motion, a draft copy of which was filed as Exhibit R-28 to the Motion) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;
- [7] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights of ACCC under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;

[8] **ORDERS** that notwithstanding:

- (i) the proceedings under the CCAA;
- (ii) any petitions for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("**BIA**") and any order issued pursuant to any such petition; or
- (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets, contemplated in this Order, as well as the execution of the Deed of Sale pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it give rise to an oppression or any other remedy; and

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

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

CLÉMENT GASCON, J.S.C.

●

Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

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

SCHEDULE "B"
BOWATER PETITIONERS

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

SCHEDULE "C"

18.6 CCAA PETITIONERS

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

EXHIBIT R-8

SUPERIOR COURT

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL**

No: 500-11-036133-094

DATE: ●, 2010

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

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

**THE LAND REGISTRAR FOR THE LAND REGISTRY OFFICE FOR THE REGISTRATION
DIVISION OF SAGUENAY**

and

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

Mise-en-cause

and

ERNST & YOUNG INC.

Monitor

**APPROVAL AND VESTING ORDER IN RESPECT OF THE BAIE-COMEAU ASSETS
(TERRAIN EN CARRÉ)**

(#●)

- [1] **CONSIDERING** *Petitioners' Amended Second Motion for the Issuance of Various Orders Authorizing the Sale of Non-Core Properties and for the Issuance of a Re-Amended Receivership Order in respect of 4513541 Canada Inc.* (the "**Motion**");
- [2] **CONSIDERING** the representations of the parties;
- [3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("**CCAA**");

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the execution of the deed of sale, a draft copy of which was filed as Exhibit R-20 to the Motion (the "**Deed of Sale**"), by and between Abitibi-Consolidated Company of Canada ("**ACCC**"), as vendor, and Samson Belair/Deloitte & Touche Inc. in its capacity as court-appointed receiver for and on behalf of 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein, including the registration of the Deed of Sale at the Land Registrar of the Land Registry Office for the Registration Division of Saguenay (collectively, the "**Proposed Transactions**"), with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [2] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Deed of Sale, if any;
- [3] **ORDERS AND DECLARES** that upon issuance of this Order and a Re-Amended Receivership Order dated April 26, 2010 with respect to the Purchaser, and the payment by the Purchaser of the Purchase Price (as defined in the Deed of Sale), all right, title and interest in and to the assets described in the Deed of Sale and being hereafter described (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, other than encumbrances referred to in the Deed of Sale, if any, including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to the *Bank Act* (Canada), the *Civil Code of Québec* or any other applicable legislation providing for a security interest in personal, movable or immovable property with respect to the Purchased

Assets (collectively, the "**Purchased Assets Encumbrances**"), excluding however: (i) the servitude published on October 31, 1995, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 182825; (ii) the servitude published on July 27, 1992, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 169179; and (iii) the servitude published on July 7, 1991, at the Land Register of the Land Registry Office for the Registration Division of Saguenay under number 164090 (the "**Permitted Encumbrances**") and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets, with the exception of the Permitted Encumbrances, be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Deed of Sale;

The Purchased Assets may be described as follows:

"A vacant emplacement located in the City of Baie-Comeau, Province of Quebec, and composed of lot THREE MILLION TWO HUNDRED ELEVEN THOUSAND AND EIGHTY-SEVEN (3 211 087) of the Cadastre du Québec, Registration Division of Saguenay.

As the said immovables now subsist, with all their rights, members and appurtenances, without exception or reserve of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto."

- [4] **ORDERS** the Land Registrar of the Land Registry Office for the Registry Division of Saguenay, upon presentation of a certified copy of this Order and upon payment of the prescribed fees, to publish this Order and to proceed with the cancellation of any and all Purchased Assets Encumbrances but only insofar as concerns lot THREE MILLION TWO HUNDRED ELEVEN THOUSAND EIGHTY-SEVEN (3 211 087) of the Land Registry Office for the Registration Division of Saguenay, including, without limitation, the cancellation of the following registrations published at the said Land Registry but excluding the Permitted Encumbrances:

- Hypothec published on April 1st, 2008 under number 15 079 804 at the said Land Registry Office for the Registration Division of Saguenay;
- Deed of Assignment with respect to the above-mentioned hypothec published on January 22, 2010 under number 16 883 363 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published on April 22, 2009 under number 16 100 728 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published on May 8, 2009 under number 16 146 346 at the said Land Registry Office for the Registration Division of Saguenay;
- Hypothec published on May 8, 2009 under number 16 146 347 at the said Land Registry Office for the Registration Division of Saguenay;

- Deed of Subrogation (with respect to the above-mentioned hypothecs published under numbers 16 146 346 and 16 146 347) published on January 8, 2010 under number 16 852 611 at the said Land Registry Office for the Registration Division of Saguenay;
 - Hypothec published on December 9, 2009 under number 16 790 866 at the said Land Registry Office for the Registration Division of Saguenay;
- [5] **ORDERS** the Quebec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Vesting Order to reduce the scope of the hypothecs published under numbers: 08-0163791-0002 and assignment 09-0385404-0001, 08-0163796-0002, 09-0256803-0016 followed by subrogation and assignment 10-0018318-0001, 09-0481801-0002, 09-0762559-0002, 09-0763162-0001, 09-0256803-0002 followed by subrogation and assignment 10-0018318-0001, 09-0481801-0001 and 08-0695718-0002 in connection with the Purchased Assets and to cancel, release and discharge all of the Purchased Assets Encumbrances in order to allow the transfer to the Purchaser of the Purchased Assets free and clear of any and all encumbrances created by those hypothecs;
- [6] **ORDERS** that the Purchaser Note (as defined in the Motion, a draft copy of which was filed as Exhibit R-28 to the Motion) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;
- [7] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights of ACCC under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;
- [8] **ORDERS** that notwithstanding:
- (i) the proceedings under the CCAA;
 - (ii) any petitions for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) ("BIA") and any order issued pursuant to any such petition; or
 - (iii) the provisions of any federal or provincial legislation;

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

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

- [9] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security.
- [10] **THE WHOLE WITHOUT COSTS.**

CLÉMENT GASCON, J.S.C.

●
Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

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

SCHEDULE "B"
BOWATER PETITIONERS

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

SCHEDULE "C"
18.6 CCAA PETITIONERS

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

SUPERIOR COURT
Commercial Division
Court designated pursuant
Creditors Arrangement Act

Nº. 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

**In the matter of Plan of Compromise or Arrangement
of:**

ABITIBOWATER INC. & al
Petitioners

- and -
ERNST & YOUNG INC.
Mon

**- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & al**

Respondents

BS0350 n/dos.: 041053-1170

EXHIBIT R-8

ORIGINAL

Me Guillaume Boudreau-Simard
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Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
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Montréal, Québec H3B 3V2

EXHIBIT R-9

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No: 500-11-036133-094

DATE: ●, 2010

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

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"
Petitioners

and

ERNST & YOUNG INC.
Monitor

APPROVAL AND VESTING ORDER IN RESPECT OF THE DRYDEN MERCURY ASSETS
(#●)

- [1] **CONSIDERING** *Petitioners' Amended Second Motion for the Issuance of Various Orders Authorizing the Sale of Non-Core Properties and for the Issuance of a Re-Amended Receivership Order in respect of 4513541 Canada Inc. (the "Motion");*
- [2] **CONSIDERING** the representations of the parties;
- [3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("CCAA");

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the transfer of the real property and the real property interests identified in Schedule "D" hereto, together with all buildings and other structures, facilities and improvements located thereon (collectively the "**Real Property**");
- [2] **AUTHORIZES AND APPROVES** the execution of the indenture, a draft copy of which was filed as Exhibit R-23 to the Motion (the "**Indenture**"), by and between Bowater Canadian Forest Products Inc. ("**BCFPI**"), as vendor, and Samson Belair/Deloitte & Touche Inc. ("**Deloitte**") in its capacity as court-appointed receiver for and on behalf of 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein (the "**Proposed Transactions**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor that do not affect unfavourably BCFPI or are clerical in nature;
- [3] **AUTHORIZES AND APPROVES** the execution by BCFPI and Deloitte in its capacity as court-appointed receiver for and on behalf of Purchaser of the General Security Agreement, a draft copy of which was filed as Exhibit R-23 to the Motion (the "**GSA**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor that do not affect unfavourably BCFPI or are clerical in nature;
- [4] **AUTHORIZES AND APPROVES** the execution by BCFPI and Deloitte in its capacity as court-appointed receiver for and on behalf of Purchaser of the Mortgage, a draft copy of which was filed as Exhibit R-23 to the Motion (the "**Mortgage**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor that do not affect unfavourably BCFPI or are clerical in nature;
- [5] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Indenture;
- [6] **ORDERS AND DECLARES** that upon issuance of this Order and a Re-Amended Receivership Order dated April 26, 2010 with respect to the Purchaser, and the payment by the Purchaser of the Purchase Price (as defined in the Indenture), all right, title and interest in and to the Property, as defined in the Indenture (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or

encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, other than encumbrances referred to in the Indenture, including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to the *Bank Act* or any other applicable legislation providing for a security interest in personal, movable or immovable property with respect to the Purchased Assets (collectively, the "**Purchased Assets Encumbrances**"), and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Indenture;

- [7] **ORDERS** that upon registration at the Land Registry Office for the Land Titles Division of Kenora (No. 23) of a certified copy of this Order, the Land Registrar of the afore-mentioned registry office is hereby directed to enter the Purchaser as the owner of the Real Property, in fee simple in respect of the Real Property, and is hereby directed to discharge, release, delete and expunge from title to the Real Property all of the Purchased Assets Encumbrances and the charges set out in Schedule "D" hereto;
- [8] **ORDERS** that the Purchaser Note (as defined in the Indenture) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;
- [9] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights and interests of BCFPI under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights and interests with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;
- [10] **ORDERS** that notwithstanding:
 - (i) the proceedings under the CCAA;
 - (ii) any petitions for a receiving order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act ("**BIA**") and any order issued pursuant to any such petition; or
 - (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets, contemplated in this Order, as well as the execution of the Indenture, the GSA and the Mortgage pursuant to this Order, are to

be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it give rise to an oppression or any other remedy; and

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

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

CLÉMENT GASCON, J.S.C.

●
Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

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

SCHEDULE "B"
BOWATER PETITIONERS

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

SCHEDULE "C"

18.6 CCAA PETITIONERS

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

SCHEDULE "D"
LEGAL DESCRIPTION OF THE REAL PROPERTY AND CHARGES

Legal Description

In the City of Dryden, Province of Ontario, Land Registry Office for the Land Titles Division of Kenora (No. 23) being the lands and premises legally described as PCL 42234 SEC DKF SURFACE RIGHTS ONLY; PT SPT LT 7 CON 6 VAN HORNE PT 1, 23R10369; T/W PT 2 & 3, 23R10369 AS IN LT273313; DISTRICT OF KENORA, being all of PIN:42080-0037 (LT).

Charges to be Discharged

- Instrument No. KN25712 registered April 23, 2009 being an application to register a court order containing a charge in favour of Fairfax Financial Holdings Limited.
- Instrument No. KN26471 registered June 3, 2009 being an application to register a court order containing a charge in favour of Law Debenture Trust Company of New York.
- Instrument No. KN26684 registered June 12, 2009 being a charge in the principal amount of \$728,760,000 granted by Bowater Canadian Forest Products Inc. to and in favour of Law Debenture Trust Company of New York.

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act)

N° 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBOWATER INC. & al
Petitioners

- and -

ERNST & YOUNG INC.

Monitor

- and -

THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & al

Respondents

BS0350

n/dos.: 041053-1170

EXHIBIT R-9

ORIGINAL

Me Guillaume Boudreau-Simard (514) 397-3694
Fax : (514) 397-3621

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Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
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EXHIBIT R-10

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No: 500-11-036133-094

DATE: ●, 2010

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

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER IN RESPECT OF THE HIGHWAY 28 ASSETS
(#●)

- [1] **CONSIDERING** *Petitioners' Amended Second Motion for the Issuance of Various Orders Authorizing the Sale of Non-Core Properties and for the Issuance of a Re-Amended Receivership Order in respect of 4513541 Canada Inc. (the "Motion");*
- [2] **CONSIDERING** the representations of the parties;
- [3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("CCAA");

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the transfer of the real property and the real property interests identified in Schedule "D" hereto, together with all buildings and other structures, facilities and improvements located thereon (collectively the "**Real Property**")
- [2] **AUTHORIZES AND APPROVES** the execution of the indenture, a draft copy of which was filed as Exhibit R-24 to the Motion (the "**Indenture**"), by and between by Bowater Canadian Forest Products Inc. ("**BCFPI**"), as vendor, and Samson Belair/Deloitte & Touche Inc. ("**Deloitte**") in its capacity as court-appointed receiver for and on behalf of 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein (the "**Proposed Transactions**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor that do not affect unfavourably BCFPI or are clerical in nature;
- [3] **AUTHORIZES AND APPROVES** the execution by BCFPI and Deloitte in its capacity as court-appointed receiver for and on behalf of Purchaser of the General Security Agreement, a draft copy of which was filed as Exhibit R-24 to the Motion (the "**GSA**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor that do not affect unfavourably BCFPI or are clerical in nature;
- [4] **AUTHORIZES AND APPROVES** the execution by BCFPI and Deloitte in its capacity as court-appointed receiver for and on behalf of Purchaser of the Mortgage, a draft copy of which was filed as Exhibit R-24 to the Motion (the "**Mortgage**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor that do not affect unfavourably BCFPI or are clerical in nature;
- [5] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Indenture;
- [6] **ORDERS AND DECLARES** that upon issuance of this Order and a Re-Amended Receivership Order dated April 26, 2010 with respect to the Purchaser, and the payment by the Purchaser of the Purchase Price (as defined in the Indenture), all right, title and interest in and to the Property, as defined in the Indenture (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or

encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, other than encumbrances referred to in the Indenture, including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to the *Bank Act* or any other applicable legislation providing for a security interest in personal, movable or immovable property with respect to the Purchased Assets (collectively, the "**Purchased Assets Encumbrances**"), and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Indenture;

- [7] **ORDERS** that upon registration in the Victoria Land Title Office of a certified copy of this Order, the Registrar of Land Titles of the afore-mentioned Land Title Office is hereby directed to transfer to and vest the Purchaser with indefeasible title to the Real Property, as the registered owner thereof in fee simple, and is hereby directed to discharge, cancel and release from title to the Real Property all of the Purchased Assets Encumbrances and the charges set out in Schedule "D" hereto;

- [8] **ORDERS** that the Purchaser Note (as defined in the Indenture) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;

- [9] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights and interests of BCFPI under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights and interests with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;

- [10] **ORDERS** that notwithstanding:
 - (i) the proceedings under the CCAA;
 - (ii) any petitions for a receiving order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act ("**BIA**") and any order issued pursuant to any such petition; or
 - (iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets, contemplated in this Order, as well as the execution of the Indenture, the GSA and the Mortgage pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void

or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, nor shall it give rise to an oppression or any other remedy; and

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

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

CLÉMENT GASCON, J.S.C.

●
Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

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

SCHEDULE "B"
BOWATER PETITIONERS

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

SCHEDULE "C"

18.6 CCAA PETITIONERS

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

SCHEDULE "D"
LEGAL DESCRIPTION OF THE REAL PROPERTY AND CHARGES

Legal Description

1. PID: 009-807-063 District Lot 216, Nootka District ("**Lot 216**");
2. PID: 009-807-101 District Lot 217, Nootka District, (except part in plan 43364) ("**Lot 217**");

Charges to be Discharged

3. Taxation (Rural Area) Act Lien FB259896 – to be discharged from Lot 216;
4. Taxation (Rural Area) Act Lien FB259895 – to be discharged from Lot 217;

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act)

N° . 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBIBOWATER INC. & *al*
Petitioners

- and -

ERNST & YOUNG INC.

Monitor

- and -

THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & *al*

Respondents

BS0350

n/dos.: 041053-1170

EXHIBIT R-10

ORIGINAL

Me Guillaume Boudreau-Simard (514) 397-3694
Fax : (514) 397-3621

STIKEMAN ELLIOTT
Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
40^e Étage
1155, boul. René-Lévesque Ouest
Montréal, Québec H3B 3V2

EXHIBIT R-11

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No: 500-11-036133-094

DATE: ●, 2010

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

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER IN RESPECT OF THE KENORA MARGACH
ASSETS
(#●)

- [1] **CONSIDERING** *Petitioners' Amended Second Motion for the Issuance of Various Orders Authorizing the Sale of Non-Core Properties and for the Issuance of a Re-Amended Receivership Order in respect of 4513541 Canada Inc. (the "Motion");*
- [2] **CONSIDERING** the representations of the parties;
- [3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("**CCAA**");

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the transfer of the real property and the real property interests identified in Schedule "D" hereto, together with all buildings and other structures, facilities and improvements located thereon (collectively the "**Real Property**");
- [2] **AUTHORIZES AND APPROVES** the execution of the indenture, a draft copy of which was filed as Exhibit R-25 to the Motion (the "**Indenture**"), by and between Abitibi-Consolidated Inc. ("**ACI**"), as vendor, and Samson Belair/Deloitte & Touche Inc. ("**Deloitte**") in its capacity as court-appointed receiver for and on behalf of 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein (the "**Proposed Transactions**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor as well as the execution of any other document, deed or agreement that may be required to give effect to the Proposed Transactions;
- [3] **AUTHORIZES AND APPROVES** the execution by ACI and Deloitte in its capacity as court-appointed receiver for and on behalf of Purchaser of the General Security Agreement, a draft copy of which was filed as Exhibit R-25 to the Motion (the "**GSA**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [4] **AUTHORIZES AND APPROVES** the execution by ACI and Deloitte in its capacity as court-appointed receiver for and on behalf of Purchaser of the Mortgage, a draft copy of which was filed as Exhibit R-25 to the Motion (the "**Mortgage**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [5] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Indenture;
- [6] **ORDERS AND DECLARES** that upon issuance of this Order and a Re-Amended Receivership Order dated April 26, 2010 with respect to the Purchaser, and the payment by the Purchaser of the Purchase Price (as defined in the Indenture), all registered and beneficial right, title and interest in and to the assets described in the Indenture (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, other than

encumbrances referred to in the Indenture, including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to the *Bank Act* or any other applicable legislation providing for a security interest in personal, movable or immovable property with respect to the Purchased Assets (collectively, the "**Purchased Assets Encumbrances**"), and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Indenture;

- [7] **ORDERS** that upon registration at the Land Registry Office for the Land Titles Division of Kenora (No. 23) of a certified copy of this Order, the Land Registrar of the afore-mentioned registry office is hereby directed to enter the Purchaser as the owner of the Real Property, in fee simple in respect of the Real Property, and is hereby directed to discharge, release, delete and expunge from title to the Real Property all of the Purchased Assets Encumbrances and the charges set out in Schedule "D" hereto;

- [8] **ORDERS** that the Purchaser Note (as defined in the Indenture) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;

- [9] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights of ACI under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;

- [10] **ORDERS** that notwithstanding:
 - (i) the proceedings under the CCAA;
 - (ii) any petitions for a receiving order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act ("**BIA**") and any order issued pursuant to any such petition; or
 - (iii) the provisions of any federal or provincial legislation;

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

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

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

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

CLÉMENT GASCON, J.S.C.

●
Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

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

SCHEDULE "B"
BOWATER PETITIONERS

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

SCHEDULE "C"

18.6 CCAA PETITIONERS

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

SCHEDULE "D"

LEGAL DESCRIPTION OF THE REAL PROPERTY AND CHARGES

Legal Description

Freehold Lands:

FIRSTLY: PCL 5496 SEC DKF; SE 1/4 OF S 1/2 LT 13 CON 6 JAFFRAY; KENORA, being all of PIN: 42177-0156 (LT)

SECONDLY: PCL 5683 SEC DKF E 1/2 OF NE 1/4 OF S 1/2; LT 13 CON 6 JAFFRAY EXCEPT PT 1 23R3731; KENORA, being all of PIN: 42177-0157 (LT)

THIRDLY: PCL 5497 SEC DKF W 1/2 OF NW 1/4 OF S 1/2; LT 14 CON 6 JAFFRAY EXCEPT PT 2 23R3731; KENORA, being all of PIN: 42177-0159 (LT)

FOURTHLY: PCL 8013 SEC DKF; SW 1/4 OF S 1/2 LT 14 CON 6 JAFFRAY; KENORA, being all of PIN: 42177-0366 (LT)

Charges to be Discharged

Instrument No. LE 3050 registered March 8, 1973 being a Crown Lease dated November 24, 1972 granted by the Province of Ontario to and in favour of the Ontario Minnesota Pulp and Paper Company Limited (a predecessor corporation to Abitibi-Consolidated Inc.) in respect of the lands and premises more particularly described as follows:

FIRSTLY: PCL 2561 SEC DKL; LOCATION KM286 JAFFRAY; PT LT 19 CON 5 JAFFRAY PT 2 23R2766; KENORA, being all of PIN: 42177-0406 (LT)

SECONDLY: PCL 2561 SEC DKL; LOCATION KM286 JAFFRAY; PT LT 19 CON 5 JAFFRAY PT 1 23R2766; KENORA, being all of PIN: 42177-0392 (LT)

The above-mentioned PIN's are leasehold PINS.

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the Companies'
Creditors Arrangement Act)

N° . 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBOWATER INC. & al
Petitioners

- and -

ERNST & YOUNG INC.

Monitor

- and -

THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & al

Respondents

BS0350

n/dos.: 041053-1170

EXHIBIT R-11

ORIGINAL

Me Guillaume Boudreau-Simard (514) 397-3694
Fax : (514) 397-3621

STIKEMAN ELLIOTT
Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
40^e Étage
1155, boul. René-Lévesque Ouest
Montréal, Québec H3B 3V2

EXHIBIT R-12

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No: 500-11-036133-094

DATE: ●, 2010

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

IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:

ABITIBIBOWATER INC.

and

ABITIBI-CONSOLIDATED INC.

and

BOWATER CANADIAN HOLDINGS INC.

and

THE OTHER PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER IN RESPECT OF THE KENORA MUD LAKE
ASSETS
(#●)

- [1] **CONSIDERING** *Petitioners' Amended Second Motion for the Issuance of Various Orders Authorizing the Sale of Non-Core Properties and for the Issuance of a Re-Amended Receivership Order in respect of 4513541 Canada Inc. (the "Motion");*
- [2] **CONSIDERING** the representations of the parties;
- [3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("CCAA");

FOR THESE REASONS, THE COURT:

- [1] **AUTHORIZES AND APPROVES** the transfer of the real property and the real property interests identified in Schedule "D" hereto, together with all buildings and other structures, facilities and improvements located thereon (collectively the "**Real Property**");
- [2] **AUTHORIZES AND APPROVES** the execution of the indenture, a draft copy of which was filed as Exhibit R-26 to the Motion (the "**Indenture**"), by and between Abitibi-Consolidated Inc. ("**ACI**"), as vendor, and Samson Belair/Deloitte & Touche Inc. ("**Deloitte**") in its capacity as court-appointed receiver for and on behalf of 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein (the "**Proposed Transactions**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor as well as the execution of any document, deed or agreement that may be required to give effect to the Proposed Transactions;
- [3] **AUTHORIZES AND APPROVES** the execution by ACI and Deloitte in its capacity as court-appointed receiver for and on behalf of Purchaser of the General Security Agreement, a draft copy of which was filed as Exhibit R-26 to the Motion (the "**GSA**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [4] **AUTHORIZES AND APPROVES** the execution by ACI and Deloitte in its capacity as court-appointed receiver for and on behalf of Purchaser of the Mortgage, a draft copy of which was filed as Exhibit R-26 to the Motion (the "**Mortgage**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;
- [5] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Indenture;
- [6] **ORDERS AND DECLARES** that upon issuance of this Order and a Re-Amended Receivership Order dated April 26, 2010 with respect to the Purchaser, and the payment by the Purchaser of the Purchase Price (as defined in the Indenture), all registered and beneficial right, title and interest in and to the assets described in the Indenture (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise, other than

encumbrances referred to in the Indenture, including without limiting the generality of the foregoing: (i) any Purchased Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to the *Bank Act* or any other applicable legislation providing for a security interest in personal, movable or immovable property with respect to the Purchased Assets (collectively, the "**Purchased Assets Encumbrances**"), and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Indenture;

- [7] **ORDERS** that upon registration at the Land Registry Office for the Land Titles Division of Kenora (No. 23) of a certified copy of this Order, the Land Registrar of the afore-mentioned registry office is hereby directed to enter the Purchaser as the owner of the Real Property, in fee simple in respect of the Real Property, and is hereby directed to discharge, release, delete and expunge from title to the Real Property all of the Purchased Assets Encumbrances and the charges set out in Schedule "D" hereto;
- [8] **ORDERS** that the Purchaser Note (as defined in the Indenture) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;
- [9] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights of ACI under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;
- [10] **ORDERS** that notwithstanding:
 - (i) the proceedings under the CCAA;
 - (ii) any petitions for a receiving order now or hereafter issued pursuant to the Bankruptcy and Insolvency Act ("**BIA**") and any order issued pursuant to any such petition; or
 - (iii) the provisions of any federal or provincial legislation;

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

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

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

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

CLÉMENT GASCON, J.S.C.

●
Stikeman Elliott LLP
Attorneys for Petitioners

SCHEDULE "A"
ABITIBI PETITIONERS

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

SCHEDULE "B"
BOWATER PETITIONERS

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

SCHEDULE "C"

18.6 CCAA PETITIONERS

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

SCHEDULE "D"
LEGAL DESCRIPTION OF THE REAL PROPERTY

Legal Description

FIRSTLY:

PCL 12856 SEC DKF; BLK F PL M131 AS IN LT16456 EXCEPT LT24543 AMENDED BY 32896, LT31095, LT41374 & M131; KENORA, being all of PIN: 42172-0268 (LT).

SECONDLY:

S 128 ACRES LT 4 CON 6 JAFFRAY; NE 1/4 LOCATION X21 JAFFRAY E OF EXP. PLAN LT33798; EXCEPT LT23668, LT30342, LT31749, PT 1 KR499, PT 1 & 2 KR578, PT 1 KR 1220, PT 1, 23R5178, PT 2 & 3, 23R7525, PT 1, 23R9936, PT 1, 23R10339, PTS 1-4, 23R11464 & PT 1, 23R11479; RESERVING THE RDAL AROUND RABBIT LAKE; S/T LT101139, LT85128; KENORA, being all of PIN: 42171-0220 (LT)

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act)

N°. 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBIBOWATER INC. & *al*
Petitioners

- and -
ERNST & YOUNG INC.
Monitor

- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & *al*

Respondents

BS0350 n/dos.: 041053-1170

EXHIBIT R-12

ORIGINAL

Me Guillaume Boudreau-Simard (514) 397-3694
Fax : (514) 397-3621

STIKEMAN ELLIOTT
Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
40^e Étage
1155, boul. René-Lévesque Ouest
Montréal, Québec H3B 3V2

EXHIBIT R-13

EXHIBIT WITHDRAWN

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act)

N°. 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBIBOWATER INC. & *al*
Petitioners

- and -
ERNST & YOUNG INC.
Monitor

- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & *al*

Respondents

BS0350 n/dos.: 041053-1170

EXHIBIT R-13

ORIGINAL

Me Guillaume Boudreau-Simard (514) 397-3694
Fax : (514) 397-3621

STIKEMAN ELLIOTT
Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
40^e Étage
1155, boul. René-Lévesque Ouest
Montréal, Québec H3B 3V2

EXHIBIT R-14

EXHIBIT WITHDRAWN

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act)

N°. 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBOWATER INC. & al
Petitioners

- and -
ERNST & YOUNG INC.
Monitor

- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & al

Respondents

BS0350 n/dos.: 041053-1170

EXHIBIT R-14

ORIGINAL

Me Guillaume Boudreau-Simard (514) 397-3694
Fax : (514) 397-3621

STIKEMAN ELLIOTT
Stikeman Elliott S.F.N.C.R.L., s.r.l. AVOCATS
40^e Étage
1155, boul. René-Lévesque Ouest
Montréal, Québec H3B 3V2

EXHIBIT R-15

DEED OF SALE

MADE as of this ● day of ●, 2010 (hereinafter referred to as the "Effective Date")

APPEARED:

ABITIBI-CONSOLIDATED COMPANY OF CANADA, a company duly constituted in virtue of the laws of the Province of Quebec, being vested in all the rights of PRODUITS FORESTIERS DONOHUE INC., which later amalgamated with ABITIBI-CONSOLIDATED COMPANY OF CANADA, the resulting company being ABITIBI-CONSOLIDATED COMPANY OF CANADA, having its registered office at 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2 and herein acting and represented by ●, its ●, duly authorized for the purposes hereof in virtue of a resolution of its shareholders.

(hereinafter called the "Vendor");

AND:

4513541 CANADA INC., a corporation duly constituted in virtue of laws of Canada, herein acting and represented by Samson Belair/Deloitte & Touche Inc., in its capacity as court-appointed receiver of the assets, property and undertaking of 4513541 CANADA INC. and not in its personal capacity, appointed pursuant to the order of the Honourable Mr. Justice Gascon, dated July 21, 2010 of the Superior Court of Quebec, court file no. 500-11-036133-094, and having its registered office at 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2, represented by ●, its ●.

(hereinafter called the "Purchaser");

WHO HAVE DECLARED AND AGREED AS FOLLOWS :

ARTICLE 1 SALE AND ASSIGNMENT

The Vendor hereby sells, conveys, assigns, cedes and transfers to the Purchaser, hereto present and accepting, all of its rights, title and interest in the following property (hereinafter called the "Property") :

An immovable property situated in the City of Baie-Comeau, Province of Quebec, known and designated as the following lot:

- 1.1 Lot D-QUARANTE-DEUX (lot D-42) du BLOC D, du Cadastre du Canton de Manicouagan, circonscription foncière de Saguenay.

With all buildings thereon erected, and as the said immovable now subsists, with all its rights members and appurtenances without exception of reserve of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto.

**ARTICLE 2
POSSESSION**

The Purchaser shall be the owner of the Property from the Effective Date, with immediate possession and occupancy.

**ARTICLE 3
"AS IS, WHERE IS" SALE**

The sale of the Property shall be made on an "as is, where is" basis, without any warranty whatsoever, legal or contractual, at Purchaser's own risk. Without limiting the generality of the foregoing, it is expressly agreed that the sale of the Property, and any use or enjoyment of such Property shall be at the entire risk of the Purchaser and its successors and assigns from and after the date hereof, and the Purchaser for itself and its successors and assigns agrees to assume and hereby assumes any and all responsibilities and liabilities, whether of an environmental nature or otherwise, in any way arising out of or in connection with the state, quality or condition of, or in or upon, the Property and every part thereof existing as of or prior to the date hereof and thereafter, and whether such liabilities or responsibilities arise or are in any manner imposed by law, statute, regulations and/or by any regulatory authorities or parties or official entity in any manner whatsoever.

**ARTICLE 4
TRANSFER OF RISKS**

If the Property is surrendered at a latter date further to the transfer of the ownership right, the Purchaser shall assume the risks relating to the Property from the Effective Date, notwithstanding paragraph 2 of Article 1456 of the *Civil Code of Québec* and in accordance with Article 950 of the *Civil Code of Québec*.

**ARTICLE 5
VENDOR'S RESIDENCY STATUS**

The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and of the *Taxation Act* (Quebec).

**ARTICLE 6
PURCHASER'S OBLIGATIONS**

The Purchaser binds and obliges itself to, from the Effective Date:

- 6.1 Pay all real estate taxes due and to become due related to the Property;
- 6.2 Pay the costs and fees of these presents, their publication and copies for all parties; and
- 6.3 Pay, to the entire exoneration of the Vendor, all transfer duties within the meaning of the Act (as this term is hereinafter defined) arising out of the present acquisition.

ARTICLE 7 ADJUSTMENTS

The Purchaser and the Vendor hereto declare that they have made the usual adjustments as of the Effective Date and if other adjustments become necessary, they shall be made as of the same date.

ARTICLE 8 PRICE

This sale is made for and in consideration of a purchase price composed of the sum of (i) \$● and (ii) the assumption by the Purchaser of any liabilities of the Vendor for unpaid real estate taxes in connection with the Property [(\$●)], and for other good and valuable considerations, whereof quit.

ARTICLE 9 TAX PROVISIONS

- 9.1 It is understood and agreed by the Vendor and the Purchaser that the Purchase Price does not include the goods and services tax ("GST") or the Québec sales tax ("QST"), payment of which taxes shall be the sole responsibility of the Purchaser;
- 9.2 The Vendor and the Purchaser declare that the Property is not residential complex, as defined in the *Excise Tax Act* (Canada) ("ETA") and in the *Act respecting the Québec Sales Tax* ("QSTA").
- 9.3 The Purchaser declares and warrants to the Vendor that:
- 9.3.1 It is duly registered under the provisions of the ETA, that its registration number in relation with the GST is ● and that said registration has not been cancelled nor terminated;
 - 9.3.2 It is duly registered under the provisions of the QSTA, that its registration number in relation with the QST is ● and that said registration has not been cancelled nor terminated;
 - 9.3.3 It has acquired the Property for use exclusively in its commercial activities;
- 9.4 The Vendor declares that it is duly registered under the ETA (registration number 88879 1241 RT0001) and under the QSTA (registration number 1020361006 TQ0001).
- 9.5 Each of the Vendor and the Purchaser declares that the present sale is a taxable supply and that the GST and QST payable in respect thereof is subject to subsections 221(2), 228(4) and 228(6) of the ETA and to Sections 423, 438 and 441 of the QSTA and, consequently, the Vendor is not required to collect same in respect thereof, the Purchaser being liable for the payment of the GST and QST in respect thereof.
- 9.6 The Purchaser shall self-assess and remit to the appropriate governmental authority all GST and QST which is payable under the ETA and QSTA in connection with the transfer of the Property, all in accordance with the ETA and QSTA.

- 9.7 The Purchaser shall indemnify and hold harmless the Vendor from all claims, liabilities, penalties, interests, costs and legal and other expenses incurred directly or indirectly in connection with the self-assessment by the Purchaser of GST and/or QST payable in respect of these presents.

**ARTICLE 10
INTERPRETATION**

- 10.1 This Deed constitutes the entire agreement of the parties with regard to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between the parties.
- 10.2 This Deed shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.
- 10.3 As the context may require, any reference in this Deed to gender includes all genders and words importing the singular number only shall include plural and *vice versa*.

**ARTICLE 11
MENTIONS REQUIRED UNDER SECTION 9 OF THE
ACT RESPECTING DUTIES ON
TRANSFERS OF IMMOVABLES (QUEBEC) (the "Act")**

- 11.1 The names and addresses of the transferor and the transferee are mentioned in the appearances;
- 11.2 The Property is situated in the territory of the City of Baie-Comeau, Province of Quebec;
- 11.3 The amount of the consideration for the transfer of the Property is CDN\$●;
- 11.4 The amount constituting the basis of imposition of the transfer duties for the transfer of the Property is CDN\$●;
- 11.5 The amount of the municipal transfer duties is CDN\$●;
- 11.6 The invoicing address is: 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2;
- 11.7 There is no transfer of both corporal immovable and movable referred to in Section 1.0.1 of the above mentioned Act.

[Signature and attestation page for Vendor follows]

Signature and attestation of the Vendor to this Deed of Sale executed on ●, 2010 between ABITIBI-CONSOLIDATED COMPANY OF CANADA, as vendor, and 4513541 CANADA INC., as purchaser.

SIGNED IN Montréal (Quebec),

ABITIBI-CONSOLIDATED COMPANY OF
CANADA

By: _____
●
●

ATTESTATION

I, the undersigned, ●, advocate, practising at ●, certify that:

1. I have verified the identity, quality and capacity of the Vendor to the present Deed of Sale;
2. The document is valid as to its form; and
3. The present Deed of Sale represents the will expressed by the Vendor.

CERTIFIED at the City of Montréal, Province of Quebec, this _____ day of ●, 2010.

●, Advocate

[Signature and attestation page for Purchaser follows]

Signature and attestation of the Purchaser to this Deed of Sale executed on ●, 2010 between ABITIBI-CONSOLIDATED COMPANY OF CANADA, as vendor, and 4513541 CANADA INC., as purchaser.

SIGNED IN Montréal (Quebec),

SAMSON BELAIR/DELOITTE & TOUCHE INC.
in its capacity as court-appointed receiver for and on
behalf of 4513541 CANADA INC.

By: _____
●
●

ATTESTATION

I, the undersigned, ●, advocate, practising at ●, certify that:

1. I have verified the identity, quality and capacity of the Purchaser to the present Deed of Sale;
2. The document is valid as to its form; and
3. The present Deed of Sale represents the will expressed by the Purchaser thereto.

CERTIFIED at the City of Montréal, Province of Quebec, this _____ day of ●, 2010.

●, Advocate

#10584007 v1

EXHIBIT R-16

DEED OF SALE

MADE as of this ● day of ●, 2010 (hereinafter referred to as the "Effective Date")

APPEARED:

ABITIBI-CONSOLIDATED COMPANY OF CANADA, a company duly constituted in virtue of the laws of the Province of Quebec, being vested in all the rights of DONOHUE ST-FÉLICIEN INC. which amalgamated with PRODUITS FORESTIERS DONOHUE INC./DONOHUE FOREST PRODUCTS INC., which later amalgamated with ABITIBI-CONSOLIDATED COMPANY OF CANADA, the resulting company being ABITIBI-CONSOLIDATED COMPANY OF CANADA, having its registered office at 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2 and herein acting and represented by ●, its ●, duly authorized for the purposes hereof in virtue of a resolution of its shareholders.

(hereinafter called the "Vendor");

AND:

4513541 CANADA INC., a corporation duly constituted in virtue of laws of Canada, herein acting and represented by Samson Belair/Deloitte & Touche Inc., in its capacity as court-appointed receiver of the assets, property and undertaking of 4513541 CANADA INC. and not in its personal capacity, appointed pursuant to the order of the Honourable Mr. Justice Gascon, dated July 21, 2010 of the Superior Court of Quebec, court file no. 500-11-036133-094, and having its registered office at 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2, represented by ●, its ●.

(hereinafter called the "Purchaser");

WHO HAVE DECLARED AND AGREED AS FOLLOWS :

ARTICLE 1 SALE AND ASSIGNMENT

The Vendor hereby sells, conveys, assigns, cedes and transfers to the Purchaser, hereto present and accepting, all of its rights, title and interest in the following property (hereinafter called the "Property") :

- 1.1 La parcelle CINQUANTE-SIX (56) du BLOC D (Bloc D), de l'arpentage primitif du canton de Manicouagan, contenant d'après l'arpentage primitif 9,862 hectares, plus ou moins, correspondant à la subdivision CINQUANTE-SIX du BLOC D (Bloc D-56), du cadastre du canton de Manicouagan, circonscription foncière de Saguenay.
- 1.2 Le BLOC TRENTE-TROIS (Bloc 33), de l'arpentage primitif du canton de Manicouagan, contenant d'après l'arpentage primitif 9,356 hectares, plus ou moins, correspondant au lot numéro HUIT (lot 8), du cadastre du canton de Manicouagan, circonscription foncière de Saguenay.

Le tout sans bâtisse dessus construite, avec circonstances et dépendances.

As the said immovable now subsists, with all its rights, members and appurtenances, without exception or reserve of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto.

ARTICLE 2 POSSESSION

The Purchaser shall be the owner of the Property from the Effective Date, with immediate possession and occupancy.

ARTICLE 3 "AS IS, WHERE IS" SALE

The sale of the Property shall be made on an "as is, where is" basis, without any warranty whatsoever, legal or contractual, at Purchaser's own risk. Without limiting the generality of the foregoing, it is expressly agreed that the sale of the Property, and any use or enjoyment of such Property shall be at the entire risk of the Purchaser and its successors and assigns from and after the date hereof, and the Purchaser for itself and its successors and assigns agrees to assume and hereby assumes any and all responsibilities and liabilities, whether of an environmental nature or otherwise, in any way arising out of or in connection with the state, quality or condition of, or in or upon, the Property and every part thereof existing as of or prior to the date hereof and thereafter, and whether such liabilities or responsibilities arise or are in any manner imposed by law, statute, regulations and/or by any regulatory authorities or parties or official entity in any manner whatsoever.

ARTICLE 4 TRANSFER OF RISKS

If the Property is surrendered at a latter date further to the transfer of the ownership right, the Purchaser shall assume the risks relating to the Property from the Effective Date, notwithstanding paragraph 2 of Article 1456 of the *Civil Code of Québec* and in accordance with Article 950 of the *Civil Code of Québec*.

ARTICLE 5 VENDOR'S RESIDENCY STATUS

The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and of the *Taxation Act* (Quebec).

ARTICLE 6 PURCHASER'S OBLIGATIONS

The Purchaser binds and obliges itself to, from the Effective Date:

- 6.1 Pay all real estate taxes due and to become due related to the Property;
- 6.2 Pay the costs and fees of these presents, their publication and copies for all parties; and

- 6.3 Pay, to the entire exoneration of the Vendor, all transfer duties within the meaning of the Act (as this term is hereinafter defined) arising out of the present acquisition.

ARTICLE 7 ADJUSTMENTS

The Purchaser and the Vendor hereto declare that they have made the usual adjustments as of the Effective Date and if other adjustments become necessary, they shall be made as of the same date.

ARTICLE 8 PRICE

This sale is made for and in consideration of a purchase price composed of the sum of (i) \$● and (ii) the assumption by the Purchaser of any liabilities of the Vendor for unpaid real estate taxes in connection with the Property [(\$●)], and for other good and valuable considerations, whereof quit.

ARTICLE 9 TAX PROVISIONS

- 9.1 It is understood and agreed by the Vendor and the Purchaser that the Purchase Price does not include the goods and services tax ("GST") or the Québec sales tax ("QST"), payment of which taxes shall be the sole responsibility of the Purchaser;
- 9.2 The Vendor and the Purchaser declare that the Property is not residential complex, as defined in the *Excise Tax Act* (Canada) ("ETA") and in the *Act respecting the Québec Sales Tax* ("QSTA").
- 9.3 The Purchaser declares and warrants to the Vendor that:
- 9.3.1 It is duly registered under the provisions of the ETA, that its registration number in relation with the GST is ● and that said registration has not been cancelled nor terminated;
- 9.3.2 It is duly registered under the provisions of the QSTA, that its registration number in relation with the QST is ● and that said registration has not been cancelled nor terminated;
- 9.3.3 It has acquired the Property for use exclusively in its commercial activities;
- 9.4 The Vendor declares that it is duly registered under the ETA (registration number 88879 1241 RT0001) and under the QSTA (registration number 1020361006 TQ0001).
- 9.5 Each of the Vendor and the Purchaser declares that the present sale is a taxable supply and that the GST and QST payable in respect thereof is subject to subsections 221(2), 228(4) and 228(6) of the ETA and to Sections 423, 438 and 441 of the QSTA and, consequently, the Vendor is not required to collect same in respect thereof, the Purchaser being liable for the payment of the GST and QST in respect thereof.

- 9.6 The Purchaser shall self-assess and remit to the appropriate governmental authority all GST and QST which is payable under the ETA and QSTA in connection with the transfer of the Property, all in accordance with the ETA and QSTA.
- 9.7 The Purchaser shall indemnify and hold harmless the Vendor from all claims, liabilities, penalties, interests, costs and legal and other expenses incurred directly or indirectly in connection with the self-assessment by the Purchaser of GST and/or QST payable in respect of these presents.

**ARTICLE 10
INTERPRETATION**

- 10.1 This Deed constitutes the entire agreement of the parties with regard to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between the parties.
- 10.2 This Deed shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.
- 10.3 As the context may require, any reference in this Deed to gender includes all genders and words importing the singular number only shall include plural and *vice versa*.

**ARTICLE 11
MENTIONS REQUIRED UNDER SECTION 9 OF THE
ACT RESPECTING DUTIES ON
TRANSFERS OF IMMOVABLES (QUEBEC) (the "Act")**

- 11.1 The names and addresses of the transferor and the transferee are mentioned in the appearances;
- 11.2 The Property is situated in the territory of City of Baie-Comeau, Province of Quebec;
- 11.3 The amount of the consideration for the transfer of the Property is CDN\$●;
- 11.4 The amount constituting the basis of imposition of the transfer duties for the transfer of the Property is CDN\$●;
- 11.5 The amount of the municipal transfer duties is CDN\$●;
- 11.6 The invoicing address is: 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2;
- 11.7 There is no transfer of both corporal immovable and movable referred to in Section 1.0.1 of the above mentioned Act.

[Signature and attestation page for Vendor follows]

Signature and attestation of the Vendor to this Deed of Sale executed on ●, 2010 between ABITIBI-CONSOLIDATED COMPANY OF CANADA, as vendor, and 4513541 CANADA INC., as purchaser.

SIGNED IN Montréal (Quebec),

ABITIBI-CONSOLIDATED COMPANY OF
CANADA

By: _____
●
●

ATTESTATION

I, the undersigned, ●, advocate, practising at ●, certify that:

1. I have verified the identity, quality and capacity of the Vendor to the present Deed of Sale;
2. The document is valid as to its form; and
3. The present Deed of Sale represents the will expressed by the Vendor.

CERTIFIED at the City of Montréal, Province of Quebec, this _____ day of ●, 2010.

●, Advocate

[Signature and attestation page for Purchaser follows]

Signature and attestation of the Purchaser to this Deed of Sale executed on ●, 2010 between ABITIBI-CONSOLIDATED COMPANY OF CANADA, as vendor, and 4513541 CANADA INC., as purchaser.

SIGNED IN Montréal (Quebec),

SAMSON BELAIR/DELOITTE & TOUCHE INC.,
in its capacity as court-appointed receiver for and on
behalf of 4513541 CANADA INC.

By: _____
●
●

ATTESTATION

I, the undersigned, ●, advocate, practising at ●, certify that:

1. I have verified the identity, quality and capacity of the Purchaser to the present Deed of Sale;
2. The document is valid as to its form; and
3. The present Deed of Sale represents the will expressed by the Purchaser thereto.

CERTIFIED at the City of Montréal, Province of Quebec, this _____ day of ●, 2010.

-7-

●, Advocate

SUPERIOR COURT
Commercial Division
Court designated pursuant
Creditors Arrangement Act

Nº. 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

**In the matter of Plan of Compromise or Arrangement
of:**

ABITIBOWATER INC. & al
Petitioners

**- and -
ERNST & YOUNG INC.
Monitor**

**- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & al**

Respondents

BS0350 n/dos.: 041053-1170

EXHIBIT R-16

ORIGINAL

Me Guillaume Boudreau-Sinard
(514) 397-3694
Fax : (514) 397-3621

STIKEMAN ELLIOTT
Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
40^e Étage
1155, boul. René-Lévesque Ouest
Montréal, Québec H3B 3V2

EXHIBIT R-17

DEED OF SALE

MADE as of this ● day of ●, 2010 (hereinafter referred to as the "Effective Date")

APPEARED:

PRODUITS FORESTIERS SAGUENAY INC., a company duly constituted in virtue of the laws of the Province of Quebec, having its registered office at 4910 Talbot Blvd., City of Laterrière, Province of Quebec and herein acting and represented by ●, its ●, duly authorized for the purposes hereof in virtue of a resolution of its board of directors.

(hereinafter called the "Vendor");

AND:

4513541 CANADA INC., a corporation duly constituted in virtue of laws of Canada, herein acting and represented by Samson Belair/Deloitte & Touche Inc., in its capacity as court-appointed receiver of the assets, property and undertaking of 4513541 CANADA INC. and not in its personal capacity, appointed pursuant to the order of the Honourable Mr. Justice Gascon, dated July 21, 2010 of the Superior Court of Quebec, court file no. 500-11-036133-094, and having its registered office at 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2, represented by ●, its ●.

(hereinafter called the "Purchaser");

WHO HAVE DECLARED AND AGREED AS FOLLOWS :

ARTICLE 1 SALE AND ASSIGNMENT

The Vendor hereby sells, conveys, assigns, cedes and transfers to the Purchaser, hereto present and accepting, all of its rights, title and interest in the following property (hereinafter called the "Property") :

- 1.1 An immovable property situated in the City of Saguenay, Province of Quebec, known and designated as lots THREE MILLION THREE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED AND EIGHTY-ONE (3 344 181) and THREE MILLION THREE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED AND THIRTY-FOUR (3 344 134), both of the Cadastre of Quebec, Registration Division of Chicoutimi.

With all buildings thereon erected, bearing civic number 105 de la Grande-Baie Nord Boulevard, City of Saguenay (Borough of La Baie), Province of Quebec, G7B 3K1, and as the said immovable now subsists, with all its rights members and appurtenances without exception of reserve of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto.

- 1.2 An immovable property situated in the City of Saguenay, Province of Quebec, known and designated as lot THREE MILLION THREE HUNDRED FORTY-FOUR THOUSAND ONE HUNDRED AND FORTY (3,344,140) of the Cadastre of Quebec, Registration Division of Chicoutimi.

With all buildings thereon erected, bearing civic number 1433 Aimé-Gravel Street, City of Saguenay (Borough of La Baie), Province of Quebec, G7B 2M7, and as the said immovable now subsists, with all its rights members and appurtenances without exception of reserve of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto.

ARTICLE 2 POSSESSION

The Purchaser shall be the owner of the Property from the Effective Date, with immediate possession and occupancy.

ARTICLE 3 "AS IS, WHERE IS" SALE

The sale of the Property shall be made on an "as is, where is" basis, without any warranty whatsoever, legal or contractual, at Purchaser's own risk. Without limiting the generality of the foregoing, it is expressly agreed that the sale of the Property, and any use or enjoyment of such Property shall be at the entire risk of the Purchaser and its successors and assigns from and after the date hereof, and the Purchaser for itself and its successors and assigns agrees to assume and hereby assumes any and all responsibilities and liabilities, whether of an environmental nature or otherwise, in any way arising out of or in connection with the state, quality or condition of, or in or upon, the Property and every part thereof existing as of or prior to the date hereof and thereafter, and whether such liabilities or responsibilities arise or are in any manner imposed by law, statute, regulations and/or by any regulatory authorities or parties or official entity in any manner whatsoever.

ARTICLE 4 TRANSFER OF RISKS

If the Property is surrendered at a latter date further to the transfer of the ownership right, the Purchaser shall assume the risks relating to the Property from the Effective Date, notwithstanding paragraph 2 of Article 1456 of the *Civil Code of Québec* and in accordance with Article 950 of the *Civil Code of Québec*.

ARTICLE 5 VENDOR'S RESIDENCY STATUS

The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and of the *Taxation Act* (Quebec).

ARTICLE 6 PURCHASER'S OBLIGATIONS

The Purchaser binds and obliges itself to, from the Effective Date:

- 6.1 Pay all real estate taxes due and to become due related to the Property;

- 6.2 Pay the costs and fees of these presents, their publication and copies for all parties; and
- 6.3 Pay, to the entire exoneration of the Vendor, all transfer duties within the meaning of the Act (as this term is hereinafter defined) arising out of the present acquisition.

ARTICLE 7 ADJUSTMENTS

The Purchaser and the Vendor hereto declare that they have made the usual adjustments as of the Effective Date and if other adjustments become necessary, they shall be made as of the same date.

ARTICLE 8 PRICE

This sale is made for and in consideration of a purchase price composed of the sum of (i) \$● and (ii) the assumption by the Purchaser of any liabilities of the Vendor for unpaid real estate taxes in connection with the Property [(\$●)], and for other good and valuable considerations, whereof quit.

ARTICLE 9 TAX PROVISIONS

- 9.1 It is understood and agreed by the Vendor and the Purchaser that the Purchase Price does not include the goods and services tax ("GST") or the Québec sales tax ("QST"), payment of which taxes shall be the sole responsibility of the Purchaser;
- 9.2 The Vendor and the Purchaser declare that the Property is not residential complex, as defined in the *Excise Tax Act* (Canada) ("ETA") and in the *Act respecting the Québec Sales Tax* ("QSTA").
- 9.3 The Purchaser declares and warrants to the Vendor that:
 - 9.3.1 It is duly registered under the provisions of the ETA, that its registration number in relation with the GST is ● and that said registration has not been cancelled nor terminated;
 - 9.3.2 It is duly registered under the provisions of the QSTA, that its registration number in relation with the QST is ● and that said registration has not been cancelled nor terminated;
 - 9.3.3 It has acquired the Property for use exclusively in its commercial activities;
- 9.4 The Vendor declares that it is duly registered under the ETA (registration number 88879 1241 RT0001) and under the QSTA (registration number 1020361006 TQ0001).
- 9.5 Each of the Vendor and the Purchaser declares that the present sale is a taxable supply and that the GST and QST payable in respect thereof is subject to subsections 221(2), 228(4) and 228(6) of the ETA and to Sections 423, 438 and 441 of the QSTA and, consequently, the Vendor is not required

to collect same in respect thereof, the Purchaser being liable for the payment of the GST and QST in respect thereof.

- 9.6 The Purchaser shall self-assess and remit to the appropriate governmental authority all GST and QST which is payable under the ETA and QSTA in connection with the transfer of the Property, all in accordance with the ETA and QSTA.
- 9.7 The Purchaser shall indemnify and hold harmless the Vendor from all claims, liabilities, penalties, interests, costs and legal and other expenses incurred directly or indirectly in connection with the self-assessment by the Purchaser of GST and/or QST payable in respect of these presents.

ARTICLE 10 INTERPRETATION

- 10.1 This Deed constitutes the entire agreement of the parties with regard to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between the parties.
- 10.2 This Deed shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.
- 10.3 As the context may require, any reference in this Deed to gender includes all genders and words importing the singular number only shall include plural and *vice versa*.

ARTICLE 11 MENTIONS REQUIRED UNDER SECTION 9 OF THE ACT RESPECTING DUTIES ON TRANSFERS OF IMMOVABLES (QUEBEC) (the "Act")

- 11.1 The names and addresses of the transferor and the transferee are mentioned in the appearances;
- 11.2 The Property is situated in the territory of City of Saguenay, Province of Quebec;
- 11.3 The amount of the consideration for the transfer of the Property is CDN\$●;
- 11.4 The amount constituting the basis of imposition of the transfer duties for the transfer of the Property is CDN\$●;
- 11.5 The amount of the municipal transfer duties is CDN\$●;
- 11.6 The invoicing address is: 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2;
- 11.7 There is no transfer of both corporal immovable and movable referred to in Section 1.0.1 of the above mentioned Act.

[Signature and attestation page for Vendor follows]

Signature and attestation of the Vendor to this Deed of Sale executed on ●, 2010 between **PRODUITS FORESTIERS SAGUENAY INC.**, as vendor, and **4513541 CANADA INC.**, as purchaser.

SIGNED IN Montréal (Quebec),

PRODUITS FORESTIERS SAGUENAY INC.

By: _____
●
●

ATTESTATION

I, the undersigned, ●, advocate, practising at ●, certify that:

1. I have verified the identity, quality and capacity of the Vendor to the present Deed of Sale;
2. The document is valid as to its form; and
3. The present Deed of Sale represents the will expressed by the Vendor.

CERTIFIED at the City of Montréal, Province of Quebec, this _____ day of ●, 2010.

●, Advocate

[Signature and attestation page for Purchaser follows]

Signature and attestation of the Purchaser to this Deed of Sale executed on ●, 2010 between **PRODUITS FORESTIERS SAGUENAY INC.**, as vendor, and **4513541 CANADA INC.**, as purchaser.

SIGNED IN Montréal (Quebec),

SAMSON BELAIR/DELOITTE & TOUCHE INC.,
in its capacity as court-appointed receiver for and on
behalf of **4513541 CANADA INC.**

By: _____
●
●

ATTESTATION

I, the undersigned, ●, advocate, practising at ●, certify that:

1. I have verified the identity, quality and capacity of the Purchaser to the present Deed of Sale;
2. The document is valid as to its form; and
3. The present Deed of Sale represents the will expressed by the Purchaser thereto.

CERTIFIED at the City of Montréal, Province of Quebec, this _____ day of ●, 2010.

-7-

- , Advocate

SUPERIOR COURT
Commercial Division
Court designated pursuant
Creditors Arrangement Act

Nº. 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

**In the matter of Plan of Compromise or Arrangement
of:**

ABITIBOWATER INC. & al
Petitioners

**- and -
ERNST & YOUNG INC.
Monitor**

**- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & al**

Respondents

BS0350
n/dos.: 041053-1170

EXHIBIT R-17

ORIGINAL

Me Guillaume Boudreau-Simard
(514) 397-3694
Fax : (514) 397-3621

STIKEMAN ELLIOTT
Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
40^e Étage
1155, boul. René-Levesque Ouest
Montréal, Québec H3B 3V2

EXHIBIT R-18

DEED OF SALE

MADE as of this ● day of ●, 2010 (hereinafter referred to as the "Effective Date")

APPEARED:

ABITIBI-CONSOLIDATED COMPANY OF CANADA, a company duly constituted in virtue of the laws of the Province of Quebec, having its registered office at 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2 and herein acting and represented by ●, its ●, duly authorized for the purposes hereof in virtue of a resolution of its shareholders.

(hereinafter called the "Vendor");

AND:

4513541 CANADA INC., a corporation duly constituted in virtue of laws of Canada, herein acting and represented by Samson Belair/Deloitte & Touche Inc., in its capacity as court-appointed receiver of the assets, property and undertaking of 4513541 CANADA INC. and not in its personal capacity, appointed pursuant to the order of the Honourable Mr. Justice Gascon, dated July 21, 2010 of the Superior Court of Quebec, court file no. 500-11-036133-094, and having its registered office at 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2, represented by ●, its ●.

(hereinafter called the "Purchaser");

WHO HAVE DECLARED AND AGREED AS FOLLOWS :

ARTICLE 1 SALE AND ASSIGNMENT

The Vendor hereby sells, conveys, assigns, cedes and transfers to the Purchaser, hereto present and accepting, all of its rights, title and interest in the following property (hereinafter called the "Property") :

- 1.1 A vacant emplacement located in the City of Baie-Comeau, Province of Quebec, and composed of lot THREE MILLION FOUR HUNDRED THREE THOUSAND ONE HUNDRED AND ELEVEN (3 403 111) of the Cadastre du Québec, Registration Division of Saguenay;

As the Property now subsists, with all its rights, members and appurtenances, without exception or reserve of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto.

ARTICLE 2 POSSESSION

The Purchaser shall be the owner of the Property from the Effective Date, with immediate possession and occupancy.

ARTICLE 3
"AS IS, WHERE IS" SALE

The sale of the Property shall be made on an "as is, where is" basis, without any warranty whatsoever, legal or contractual, at Purchaser's own risk. Without limiting the generality of the foregoing, it is expressly agreed that the sale of the Property, and any use or enjoyment of such Property shall be at the entire risk of the Purchaser and its successors and assigns from and after the date hereof, and the Purchaser for itself and its successors and assigns agrees to assume and hereby assumes any and all responsibilities and liabilities, whether of an environmental nature or otherwise, in any way arising out of or in connection with the state, quality or condition of, or in or upon, the Property and every part thereof existing as of or prior to the date hereof and thereafter, and whether such liabilities or responsibilities arise or are in any manner imposed by law, statute, regulations and/or by any regulatory authorities or parties or official entity in any manner whatsoever.

ARTICLE 4
TRANSFER OF RISKS

If the Property is surrendered at a latter date further to the transfer of the ownership right, the Purchaser shall assume the risks relating to the Property from the Effective Date, notwithstanding paragraph 2 of Article 1456 of the *Civil Code of Québec* and in accordance with Article 950 of the *Civil Code of Québec*.

ARTICLE 5
VENDOR'S RESIDENCY STATUS

The Vendor is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada) and of the *Taxation Act* (Quebec).

ARTICLE 6
PURCHASER'S OBLIGATIONS

The Purchaser binds and obliges itself to, from the Effective Date:

- 6.1 Pay all real estate taxes due and to become due related to the Property;
- 6.2 Pay the costs and fees of these presents, their publication and copies for all parties; and
- 6.3 Pay, to the entire exoneration of the Vendor, all transfer duties within the meaning of the Act (as this term is hereinafter defined) arising out of the present acquisition.

ARTICLE 7
ADJUSTMENTS

The Purchaser and the Vendor hereto declare that they have made the usual adjustments as of the Effective Date and if other adjustments become necessary, they shall be made as of the same date.

**ARTICLE 8
PRICE**

This sale is made for and in consideration of a purchase price composed of the sum of (i) \$● and (ii) the assumption by the Purchaser of any liabilities of the Vendor for unpaid real estate taxes in connection with the Property [(\$●)], and for other good and valuable considerations, whereof quit.

**ARTICLE 9
TAX PROVISIONS**

- 9.1 It is understood and agreed by the Vendor and the Purchaser that the Purchase Price does not include the goods and services tax ("GST") or the Québec sales tax ("QST"), payment of which taxes shall be the sole responsibility of the Purchaser;
- 9.2 The Vendor and the Purchaser declare that the Property is not residential complex, as defined in the *Excise Tax Act* (Canada) ("ETA") and in the *Act respecting the Québec Sales Tax* ("QSTA").
- 9.3 The Purchaser declares and warrants to the Vendor that:
- 9.3.1 It is duly registered under the provisions of the ETA, that its registration number in relation with the GST is ● and that said registration has not been cancelled nor terminated;
- 9.3.2 It is duly registered under the provisions of the QSTA, that its registration number in relation with the QST is ● and that said registration has not been cancelled nor terminated;
- 9.3.3 It has acquired the Property for use exclusively in its commercial activities;
- 9.4 The Vendor declares that it is duly registered under the ETA (registration number 88879 1241 RT0001) and under the QSTA (registration number 1020361006 TQ0001).
- 9.5 Each of the Vendor and the Purchaser declares that the present sale is a taxable supply and that the GST and QST payable in respect thereof is subject to subsections 221(2), 228(4) and 228(6) of the ETA and to Sections 423, 438 and 441 of the QSTA and, consequently, the Vendor is not required to collect same in respect thereof, the Purchaser being liable for the payment of the GST and QST in respect thereof.
- 9.6 The Purchaser shall self-assess and remit to the appropriate governmental authority all GST and QST which is payable under the ETA and QSTA in connection with the transfer of the Property, all in accordance with the ETA and QSTA.
- 9.7 The Purchaser shall indemnify and hold harmless the Vendor from all claims, liabilities, penalties, interests, costs and legal and other expenses incurred directly or indirectly in connection with the self-assessment by the Purchaser of GST and/or QST payable in respect of these presents.

**ARTICLE 10
INTERPRETATION**

- 10.1 This Deed constitutes the entire agreement of the parties with regard to its subject matter, and supersedes all previous written or oral representations, agreements and understandings between the parties.
- 10.2 This Deed shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.
- 10.3 As the context may require, any reference in this Deed to gender includes all genders and words importing the singular number only shall include plural and *vice versa*.

**ARTICLE 11
MENTIONS REQUIRED UNDER SECTION 9 OF THE
ACT RESPECTING DUTIES ON
TRANSFERS OF IMMOVABLES (QUEBEC) (the "Act")**

- 11.1 The names and addresses of the transferor and the transferee are mentioned in the appearances;
- 11.2 The Property is situated in the territory of the City of Baie-Comeau, Province of Quebec;
- 11.3 The amount of the consideration for the transfer of the Property is CDN\$●;
- 11.4 The amount constituting the basis of imposition of the transfer duties for the transfer of the Property is CDN\$●;
- 11.5 The amount of the municipal transfer duties is CDN\$●;
- 11.6 The invoicing address is: 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2;
- 11.7 There is no transfer of both corporal immovable and movable referred to in Section 1.0.1 of the above mentioned Act. [NTD: To be confirmed]

[Signature and attestation page for Vendor follows]

Signature and attestation of the Vendor to this Deed of Sale executed on ●, 2010 between ABITIBI-CONSOLIDATED COMPANY OF CANADA, as vendor, and 4513541 CANADA INC., as purchaser.

SIGNED IN Montréal (Quebec),

ABITIBI-CONSOLIDATED COMPANY OF
CANADA

By: _____
●
●

ATTESTATION

I, the undersigned, ●, advocate, practising at ●, certify that:

1. I have verified the identity, quality and capacity of the Vendor to the present Deed of Sale;
2. The document is valid as to its form; and
3. The present Deed of Sale represents the will expressed by the Vendor.

CERTIFIED at the City of Montréal, Province of Quebec, this _____ day of ●, 2010.

●, Advocate

[Signature and attestation page for Purchaser follows]

Signature and attestation of the Purchaser to this Deed of Sale executed on ●, 2010 between ABITIBI-CONSOLIDATED COMPANY OF CANADA, as vendor, and 4513541 CANADA INC., as purchaser.

SIGNED IN Montréal (Quebec),

SAMSON BELAIR/DELOITTE & TOUCHE INC.,
in its capacity as court-appointed receiver for and on
behalf of 4513541 CANADA INC.

By: _____
●
●

ATTESTATION

I, the undersigned, ●, advocate, practising at ●, certify that:

1. I have verified the identity, quality and capacity of the Purchaser to the present Deed of Sale;
2. The document is valid as to its form; and
3. The present Deed of Sale represents the will expressed by the Purchaser thereto.

CERTIFIED at the City of Montréal, Province of Quebec, this _____ day of ●, 2010.

●, Advocate

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the Companies'
Creditors Arrangement Act)

N° 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBOWATER INC. & al
Petitioners

- and -
ERNST & YOUNG INC.
Monitor

- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY & al

Respondents

BS0350 n/dos.: 041053-1170

EXHIBIT R-18

ORIGINAL

Me Guillaume Boudreau-Simard (514) 397-3694
Fax : (514) 397-3621

STIKEMAN ELLIOTT
Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
40^e Étage
1155, boul. René-Lévesque Ouest
Montréal, Québec H3B 3V2

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act)

N° . 500-11-036133-094

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

In the matter of Plan of Compromise or Arrangement
of:

ABITIBIBOWATER INC. *& al*

Petitioners

- and -
ERNST & YOUNG INC.

Monitor

- and -
THE LAND REGISTRAR FOR THE LAND REGISTRY
OFFICE FOR THE REGISTRATION DIVISION OF
SAGUENAY *& al*

Respondents

BS0350 n/dos.: 041053-1170

AMENDED LIST OF EXHIBITS AND EXHIBITS
R-1 TO R-28

ORIGINAL

Me Guillaume Boudreau-Simard (514) 397-3694
Fax : (514) 397-3621

STIKEMAN ELLIOTT
Stikeman Elliott S.E.N.C.R.L., s.r.l. AVOCATS
40^e Étage
1155, boul. René-Lévesque Ouest
Montréal, Québec H3B 3V2