

CANADA

**PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL**

No. : 500-11-036133-094

SUPERIOR COURT

Commercial Division

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

**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 debtors listed in schedules "A", "B"
and "C"**

Debtors

and

ERNST & YOUNG INC.

Monitor

and

**SAMSON BÉLAIR/DELOITTE & TOUCHE
INC.**

Receiver/Petitioner

**RECEIVER/PETITIONER'S MOTION TO ABANDON A PROPERTY
(NEW BRUNSWICK)**

**TO THE HONOURABLE CLÉMENT GASCON J.S.C. OR TO ONE OF THE
HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN
COMMERCIAL DIVISION, IN AND FOR THE JUDICIAL DISTRICT OF
MONTRÉAL, THE RECEIVER/PETITIONER RESPECTFULLY SUBMITS THE
FOLLOWING:**

I. THE RECEIVERSHIP ORDER

1. On April 27, 2010, this Court issued a receivership order (the “**Receivership Order**”) appointing Ernst & Young Inc. (“**Ernst & Young**”) as receiver, pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act* (the “**BIA**”), of all of the assets, undertakings and properties (the “**Property**”) of 4513541 Canada Inc. (“**4513541**”), as appears from the record of this Court.
2. On July 21, 2010, this Court amended the Receivership Order, removing and discharging Ernst & Young as receiver and appointing Samson Bélair/Deloitte & Touche Inc. as receiver of the Property (the “**Receiver**”) as appears from the record of this Court.
3. The Receivership Order was amended by this Court on September 1st, December 1st and December 8, 2010, as appears from the record of this Court.
4. The Receivership Order, without limitation:
 - (a) expressly empowered and authorized the Receiver to market any and all of the Property, including advertising and soliciting offers and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate (para. 3 (i) of the Receivership Order);
 - (b) expressly empowered and authorized the Receiver to abandon the Property, on notice to the relevant environmental authorities, in the event that the Receiver determined that it was unable to sell it (para. 3 (g) of the Receivership Order); and
 - (c) ordered that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out of the Receivership Order, save and except for any gross negligence or wilful misconduct on its part and that nothing in the Receivership Order derogated from the protections afforded to the Receiver under the *BIA*, including, without limitation, section 14.06 thereof (para. 14 of the Receivership Order).

5. At this time, 4513541, whose Property is under receivership, has no employees, officers, directors or shareholders.

II. THE VESTING ORDERS

6. Pursuant to a series of vesting orders, this Court authorized and approved the transfer to 4513541 of 13 immoveable properties (and in some cases, moveable properties such as equipment) of the Debtors situated in the Provinces of New Brunswick, Newfoundland and Labrador, Québec, Ontario and British Columbia and which were no longer required for the operations of the Debtors (the “**Non-Core Properties**”).
7. In particular, pursuant to a vesting order issued on September 10, 2010, this Court authorized and approved the transfer to 4513541 of a landfill of certain of the Debtors situated in the Province of New Brunswick and known as the “Baker brook” landfill (the “**New Brunswick Non-Core Property**”), as appears from the record of this Court. A copy of the legal description of the New Brunswick Non-Core Property is attached as **Exhibit R-1** to this Motion.
8. The transfer of the New Brunswick Non-Core Property was subsequently completed by way of an indenture executed between the relevant Debtors and 4513541 on November 18, 2010. A copy of this indenture is attached as **Exhibit R-2** to this Motion.
9. As a result of the transfer of the Non-Core Properties, including the New Brunswick Non-Core Property, to 4513541, the Non-Core Properties became part of the Property which is under the receivership of the Receiver.

III. MARKETING OF THE NON-CORE PROPERTIES BY THE RECEIVER

10. Starting in January 2011, and making use of the powers and authorizations conferred upon it by the Receivership Order, the Receiver began marketing and advertising the Non-Core Properties, including the New Brunswick Non-Core Property, for sale. On January 19, 2011, the Receiver launched a formal call for

tenders process across Canada, soliciting sealed bids for the Non-Core Properties, including the New Brunswick Non-Core Property by March 3, 2011 (at 4:00 p.m. E.S.T.).

11. In particular, the Receiver published notices in English and French in national and local newspapers, such as the National Post, the Globe and Mail, the Toronto Sun, the Gazette, La Presse and the Vancouver Sun, as well as “teasers” in trade publications. A complete list of these newspapers and trade publications is attached as **Exhibit R-3** to this Motion. A sample of the notices and “teasers” published in these newspapers and trade publications is attached *en liasse* as **Exhibit R-4** to this Motion.
12. In addition, the Receiver distributed a “teaser” to:
 - (a) 385 potential purchasers identified using databases available to the Receiver;
 - (b) its offices across Canada; and
 - (c) various consultants involved in the monitoring and maintenance of the Non-Core Properties so that they could transmit such “teaser” to their own contacts.
13. The Receiver prepared a comprehensive Information Memorandum which was distributed to interested parties upon the execution of a confidentiality agreement. A virtual data room was also made available to interested parties having executed the confidentiality agreement.
14. The Receiver also kept the environmental authorities of the Provinces in which the Non-Core Properties are situated, including New Brunswick, informed of its efforts to market and sell the Non-Core Properties, soliciting leads or suggestions as to persons who might have an interest in purchasing these properties. A copy of an email correspondence from the Receiver to counsel for the New Brunswick

Department of Environment dated January 11, 2011 is attached as **Exhibit R-5** to this Motion.

15. Despite the best efforts of the Receiver, no bids were received in respect of the New Brunswick Non-Core Property.

IV. FUNDING AND EXPENSES OF THE RECEIVER

16. As of the end of February 2011, the Receiver has borrowed, for the performance of its duties in relation to all of the Property, since August 2010, amounts totalling \$1,750,000 and incurred expenses totalling \$1,661,684 for an average of \$237,383 per month. At this rate, the Receiver's funding, which cannot exceed, unless otherwise ordered by this Court, \$2,200,000 pursuant to the latest amendment to the Receivership Order, will have been exhausted in the very near future and the Receiver will no longer be able to exercise its powers under the Receivership Order, including the performance of the appropriate monitoring and maintenance of the Non-Core Properties, including the New Brunswick Non-Core Property.

V. ABANDONMENT SOUGHT BY THE RECEIVER

17. As a result of the foregoing, the Receiver has determined that it is and will be unable to sell the New Brunswick Non-Core Property.
18. Consequently, the Receiver petitions this Court to abandon the New Brunswick Non-Core Property at the expiry of a delay of 10 days from the order to be rendered pursuant to this Motion, upon the terms more fully described in the conclusions of this Motion.
19. This Motion is well founded in fact and in law and appropriate in the circumstances.

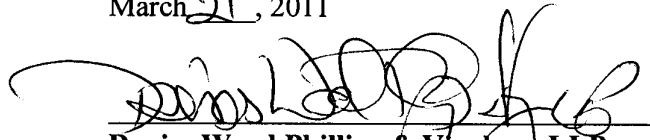
WHEREFORE, MAY IT PLEASE THIS COURT TO:

- [1] **GRANT** the Motion of the Receiver/Petitioner, Samson Bélair/Deloitte & Touche Inc. (the “**Receiver**”) to abandon a property (New Brunswick) (the “**Motion**”);
- [2] **ORDER** that, upon the expiry of a delay of 10 days from the date of the order to be rendered pursuant to this Motion (the “**Effective Date of Abandonment**”), the immovable property described at **Exhibit R-1** to this Motion (the “**Abandoned Property**”) shall be abandoned by the Receiver and that the Receiver shall no longer be receiver of such property from the Effective Date of Abandonment;
- [3] **ORDER** that, on the Effective Date of Abandonment, the Receiver shall be fully and finally discharged:
 - a) for the future, from any liability whatsoever, including, from the performance of any power, duty or obligation, whether arising from the Receivership Orders rendered in this matter (as amended) or otherwise, in respect of the Abandoned Property; and
 - b) for the past, from any liability whatsoever, including, for the performance of any power, duty or obligation, whether arising from the Receivership Orders rendered in this matter (as amended) or otherwise, in respect of the Abandoned Property, up to the Effective Date of Abandonment, except for any liability that the Receiver may have incurred, prior to the Effective Date of Abandonment, as a result of its gross negligence or wilful misconduct;(the “**Discharge**”);
- [4] **ORDER** that the abandonment on the Effective Date of Abandonment of the Abandoned Property by the Receiver pursuant to the order to be rendered by this Court following this Motion shall not, in and of itself, give rise to any liability on the part of the Receiver;

- [5] **ORDER** that no dispute between any person, including, without limitation, the Provincial Crown, the Federal Crown, any municipal body and 4513541 Canada Inc. as to the ownership, control or custody of the Abandoned Property after the Effective Date of Abandonment shall have any effect on the Discharge hereby granted to the Receiver;
- [6] **ORDER** the provisional execution of the order to be rendered pursuant to this Motion notwithstanding appeal and without the necessity of furnishing any security;
- [7] **AUTHORIZE** the Receiver, shall it deem it appropriate, to register against title the order to be rendered pursuant to this Motion;
- [8] **RENDER** any other order that this Court may deem just and appropriate in the circumstances;

THE WHOLE WITHOUT COSTS, save in case of contestation.

March 21, 2011



Davies Ward Phillips & Vineberg LLP
Attorneys for the Receiver/Petitioner

CANADA

**PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL**

No. : 500-11-036133-094

SUPERIOR COURT

Commercial Division

(Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act)

**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 debtors listed in schedules "A", "B"
and "C"**

Debtors

and

ERNST & YOUNG INC.

Monitor

and

**SAMSON BÉLAIR/DELOITTE & TOUCHE
INC.**

Receiver/Petitioner

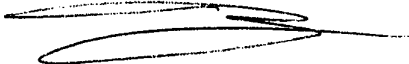
AFFIDAVIT OF MARTIN FRANCO

I, the undersigned, Martin Franco, chartered accountant, practicing my profession at 1 Place Ville Marie, Suite 3000, in the City of Montréal, Province of Québec, solemnly declare the following:

1. I am a Senior Vice-President of Samson Bélair/Deloitte & Touche Inc., the Receiver/Petitioner herein and am duly authorized to sign the present Affidavit;

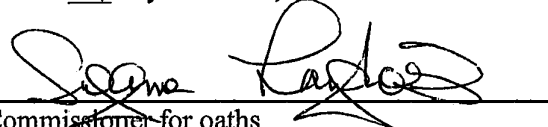
2. All the facts alleged in the attached *Receiver/Petitioner's Motion to Abandon a Property (New Brunswick)* are true.

AND I HAVE SIGNED



MARTIN FRANCO

Solemnly declared before me
in the City of Montréal, Province of Québec
on this 21 day of March, 2011



Commissioner for oaths



CANADA

PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No. : 500-11-036133-094

SUPERIOR COURT

Commercial Division

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**The other debtors listed in schedules "A", "B"
and "C"**

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and

ERNST & YOUNG INC.

Monitor

and

**SAMSON BÉLAIR/DELOITTE & TOUCHE
INC.**

Receiver/Petitioner

NOTICE OF PRESENTATION

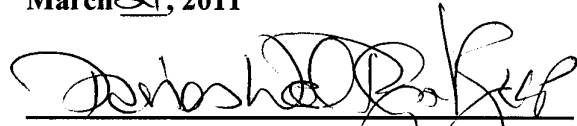
TO : SERVICE LIST

TAKE NOTICE that the *Receiver/Petitioner's Motion to Abandon a Property (New Brunswick)* will be presented for adjudication before the Honourable Judge Clément Gascon of the Superior Court, or to one of the Honourable Judges of the Superior Court, sitting in practice in and for the District of Montreal, in the Montreal Court House,

1 Notre-Dame Street East, on a date and time to be determined by the Court and announced to the Service List.

DO GOVERN YOURSELVES ACCORDINGLY.

March 21, 2011



Davies Ward Phillips & Vineberg LLP
Attorneys for the Receiver/Petitioner

SCHEDULE "A"
ABITIBI DEBTORS

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 DEBTORS

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 DEBTORS

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

No. 500-11-036133-094

S U P E R I O R C O U R T

District of Montréal

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

**ABITIBIBOWATER INC.
ABITIBI-CONSOLIDATED INC.
BOWATER CANADIAN HOLDINGS INC.
-and- OTHERS**

Debtors

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

Monitor

**SAMSON BÉLAIR/DELOITTE & TOUCHE
INC. Receiver/Petitioner**

**RECEIVER/PETITIONER'S MOTION TO
ABANDON PROPERTIES
(NEW BRUNSWICK), AFFIDAVIT,
NOTICE OF PRESENTATION,
SCHEDULES A, B & C**

ORIGINAL

Attorneys for Petitioner Samson

Bélair/Deloitte & Touche Inc.

Per: Me Marc-André Boutin

Dir 514 841 6527

O/F 233249

DAVIES

DAVIES WARD PHILLIPS & VINEBERG S.E.N.C.R.L. s.r.l.

1501, avenue McGill College Tél. 514 841 6400
26^e étage Téléc. 514 841 6499
Montréal Canada H3A 3N9 BP-0181

CANADA

**PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL**

No. : 500-11-036133-094

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INC.**

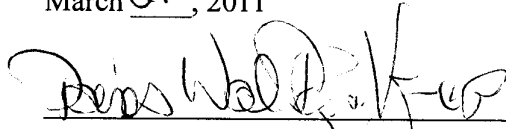
Receiver/Petitioner

**LIST OF EXHIBITS IN SUPPORT OF THE
RECEIVER/PETITIONER'S MOTION TO ABANDON A PROPERTY
(NEW BRUNSWICK)**

Exhibit R-1: Copy of the legal description of the New Brunswick Non-Core Property;

- Exhibit R-2:** Copy of an indenture executed between the relevant Bowater Canadian Forest Products Inc., Bowater Couturier Inc. and 4513541 on November 18, 2010 with respect to the New Brunswick Non-Core Property;
- Exhibit R-3:** List of the newspapers and trade publications in which the Receiver published the notices and “teasers”;
- Exhibit R-4:** Samples of the notices published in the newspapers and of the teasers published in trade publications, *en liasse*;
- Exhibit R-5:** Copy of an email correspondence from the Receiver to counsel for the Department of New Brunswick Department of Environment dated January 11, 2011 (with partial enclosures).

March 21, 2011



Davies Ward Phillips & Vineberg LLP
Attorneys for the Receiver/Petitioner

Exhibit R-1

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

Exhibit R-2

THIS INDENTURE made at Montréal in the Province of Quebec, Canada the 18 day of ~~November~~, 2010.

AMONG:

BOWATER CANADIAN FOREST PRODUCTS INC., a body corporate organized and existing under the laws of the Province of Nova Scotia (hereinafter called "BCFPI") and **BOWATER COUTURIER INC.**, a body corporate organized and existing under the laws of the Province of New Brunswick (hereinafter called "BCI")

(collectively hereinafter referred to as the "Vendors")

of the one part

AND:

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

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

of the other part

WHEREAS on or about August 31, 2006, BCFPI, one of the Vendors herein, became beneficial owner of the lands and premises, including the hereinafter described pieces or parcels of land, by way of a liquidation agreement;

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

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

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

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

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

AND WHEREAS a receivership order was issued by the Court on April 27, 2010 appointing Ernst & Young Inc. as receiver of the assets, property and undertaking of the Purchaser;

AND WHEREAS an amended receivership order was issued by the Court on July 21, 2010 appointing Samson Belair/Deloitte & Touche Inc. as receiver of the assets, property and undertaking of the Purchaser in replacement of Ernst & Young Inc.;

AND WHEREAS the Vendors have filed an Amended Second Motion for the Issuance of Various Orders Authorizing the Sale of Non-Core Properties and for the Issuance of a Re-Amended Order in Respect of 451341 Canada Inc.;

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

NOW THEREFORE THIS INDENTURE WITNESSETH THAT:

1. PURCHASE PRICE

1.1. For and in consideration of (a) the assumption by the Purchaser of any liabilities of the Vendors for unpaid taxes in the amount of \$409.77 (including all penalties and interest charges relating thereto) in connection with the Properties (as defined below) and (b) the sum of \$1,000.00 which will be paid by the purchaser in favour of the vendor on the date of closing of the within conveyance (the "Closing Date") (being collectively the "Purchase Price") (the receipt and sufficiency of which is hereby acknowledged by the Vendor); (c) the Principal Increase (as defined in the Purchaser Note) pursuant to the Purchaser Note (as hereinafter defined)), which shall be paid by the issuance of a non-interest bearing promissory note by the Purchaser in favour of the Vendors (the "Purchaser Note") on the Closing Date (the receipt and sufficiency of which sum is hereby acknowledged by the Vendors), which Purchaser Note shall be substantially in the form attached as Schedule "B" hereto annexed and delivered by the Purchaser to the Monitor on the Closing Date, BCI, as registered holder, and BCFPI, as beneficial owner, hereby sell, assign and convey unto the Purchaser **ALL THAT** piece or parcel of land being situate at the Village of Baker Brook in the Province of New Brunswick and being more particularly described in Schedule "C" hereto annexed **TOGETHER WITH** any buildings and erections and personal property thereon and further **TOGETHER WITH** all of the benefits, rights, liabilities and obligations arising under or pursuant to any municipal, provincial or federal permits, licenses, consents or tolerances issued to the Vendors or issued in connection with the ownership, use or occupation of the piece or parcel of land (collectively hereinafter referred to as the "Properties") **EXCEPTING AND RESERVING THEREOUT** such assets described in Schedule "D" hereto annexed **TO HOLD** the same unto the Purchaser **SUBJECT TO** the terms, covenants, conditions and other provisions hereinafter contained and which on the Purchaser's part are to be observed, performed and fulfilled and which terms, covenants, conditions and other provisions hereinafter contained shall run with, bind and touch the lands, premises and personal property herein conveyed and every part thereof, absolutely and forever;

1.2. The Purchaser Note shall be substantially in the form attached as Schedule "B" hereto annexed and have the terms and conditions agreed upon from time to time by the Vendors and the Purchaser, including the following: (a) any amounts owing to the Vendors under the Purchaser Note shall be paid out of the actual net proceeds generated by the sale of the Properties (or any portion thereof) by the Purchaser, or any receiver appointed in respect thereof, to a third party and any such amounts paid to the Vendors shall, until the issuance of directions by the Court with respect thereof, be remitted to the Monitor; and (b) the Vendors' recourses for any principal owed under the Purchaser Note shall be limited to the Properties (or the proceeds from the sale thereof) and shall be subordinated to (i) the costs of complying with any orders issued in respect of the Properties (or which may hereafter be issued in respect of any conditions existing as of the Closing Date) under applicable environmental legislation, (ii) any costs which would have priority pursuant to section 11.8 of the CCAA (as if such statute were applicable) and Section 14.06 of the *Bankruptcy and Insolvency Act* (Canada), and (iii) the costs of any receiver appointed in respect of Purchaser or Purchaser's interest in the Properties. Subject to the above-mentioned subordination, the Purchaser Note shall be secured in favor of the Vendors by a general security agreement to be registered under the *Personal Property Security Act* (New Brunswick) and a registered collateral mortgage.

2. EXCLUSION OF WARRANTY

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

2.1. the Purchaser acknowledges that the conveyance of the Properties herein conveyed and every part thereof is being made on an "as is, where is" basis;

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

3. CONDITIONS OF CLOSING

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

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

4. OBLIGATIONS OF THE PURCHASER

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

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

5. NOTICES

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

4513541 Canada Inc.
1 Place Ville-Marie, Suite 3000
Montréal (Quebec)
H3B 4T9

Att: Julie Montreux or Martin Franco

And if to the Vendor:

Bowater Canadian Forest Products Inc.
1st Canadian Place PO Box 100
Toronto, Ontario
M5X 1B2

Att: Chief Financial Officer and Chief Legal Officer

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

6. **GOVERNING LAW**

- 6.1. The present Indenture shall be governed by and in accordance with the laws of the Province of New Brunswick and the laws of Canada applicable therein.

7. **SCHEDULES**

The following documents are attached hereto:

- 7.1. Schedule "A": Vesting Order
- 7.2. Schedule "B": Purchaser Note
- 7.4. Schedule "C": Legal Description of the Properties
- 7.5. Schedule "D": Excluded Properties.

[SIGNATURES ON FOLLOWING PAGE]

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

SIGNED, SEALED AND DELIVERED by
the Vendor Bowater Couturier Inc.
in the presence of:

BOWATER COUTURIER INC.

Per: Allen Dea, Vice President

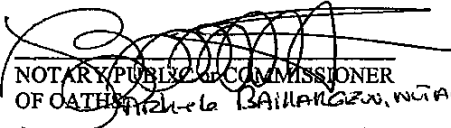
NOTARY PUBLIC or COMMISSIONER
OF OATHS

Michel Baillargeon, Notary

SIGNED, SEALED AND DELIVERED by
the Vendor Bowater Canadian Forest Products Inc
in the presence of:

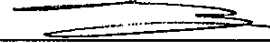
BOWATER CANADIAN FOREST
PRODUCTS INC.


Per: Allen Dea, Vice President

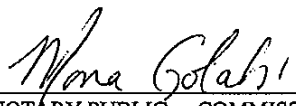

NOTARY PUBLIC or COMMISSIONER
OF OATHS *Michelle BAILLARGEON, NOTARY*

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

SAMSON BELAIR/DELOITTE &
TOUCHE INC., IN ITS CAPACITY AS
COURT-APPOINTED RECEIVER FOR
AND ON BEHALF OF 4513541 CANADA
INC.


Per: Pierre Laporte, President

MARTIN FRANK, VICE PRESIDENT


NOTARY PUBLIC or COMMISSIONER
OF OATHS

Mona Golabi, NOTARY

SCHEDULE "A": Vesting Order

See attached.

SCHEDULE "B": Purchaser Note

See attached.

SCHEDULE "C": Legal Description of the Properties

See attached

SCHEDULE "D": Excluded Properties

See attached

Exhibit R-3

Province	Ad (file name)	Site	Ville	Nom	Fin de semaine	Semaine
Terre-Neuve	NFL - Appel d'offres Abitibi fr_ang.doc	Botwood	Gand Falls-Windsor	The Advertiser		20-Janvier-2011
	NFL - Appel d'offres Abitibi fr_ang.doc	Botwood and Stephenville	East Coast NL	The Telegram		19-Janvier-2011
	NFL - Appel d'offres Abitibi fr_ang.doc	Botwood and Stephenville	West Coast NL	The Western Star		19-Janvier-2011
	NFL - Appel d'offres Abitibi fr_ang.doc	Stephenville	Stephenville	The Georgian		24-Janvier-2011
Quebec	QC - Appel d'offres Abitibi fr_ang.doc	Outardes, Parc-des-pionniers,				
	QC - Appel d'offres Abitibi fr_ang.doc	terrain-en-carré, terrain-en-aiguille	Baie-Comeau	Le Manic		19-Janvier-2011
	QC - Appel d'offres Abitibi fr_ang.doc	Outardes, Parc-des-pionniers,				
	QC - Appel d'offres Abitibi fr_ang.doc	terrain-en-carré, terrain-en-aiguille	Baie-Comeau	Le Plein Jour		19-Janvier-2011
	QC - Appel d'offres Abitibi fr_ang.doc	Outardes, Parc-des-pionniers,				
	QC - Appel d'offres Abitibi fr_ang.doc	terrain-en-carré, terrain-en-aiguille	Tadoussac	Le Haute Cote Nord Ouest		19-Janvier-2011
	QC - Appel d'offres Abitibi fr_ang.doc	La Baie	Jonquière	Le Réveil		25-Janvier-2011
	QC - Appel d'offres Abitibi fr_ang.doc	La Baie	Saguenay	Le Quotidien		19-Janvier-2011
Ontario	ON - Appel d'offres Abitibi fr_ang.doc	La Baie	Saguenay	Informesaffaires		24-Janvier-2011
	ON - Appel d'offres Abitibi fr_ang.doc	Mud Lake, Margach, Dryden	Thunder Bay	Thunder Bay Chronicle Journal		19-Janvier-2011
	ON - Appel d'offres Abitibi fr_ang.doc	Mud Lake and Margach	Kenora	Daily Miner & News		21-Janvier-2011
	ON - Appel d'offres Abitibi fr_ang.doc	Dryden	Dryden	Dryden Observer Weekly		19-Janvier-2011
New-Brunswick	NB - Appel d'offres Abitibi fr_ang.doc	Baker Brook	Edmundston	Le Madawaska		19-Janvier-2011
British-Columbia	BC - Appel d'offres Abitibi fr_ang.doc	Highway 28	Gold River	Gold River Record		26-Janvier-2011
Province	Ad (file name)	Site	Ville	Nom	Fin de semaine	Semaine
Ontario	Appel d'offres Abitibi fr_ang.doc	All sites	Toronto	National Post		19-Janvier-2011
Ontario	Appel d'offres Abitibi fr_ang.doc	All sites	Toronto	The Globe and Mail		19-Janvier-2011
Ontario	Appel d'offres Abitibi fr_ang.doc	All sites	Toronto	The Toronto Sun		19-Janvier-2011
Québec	Appel d'offres Abitibi fr_ang.doc	All sites	Montreal	The Gazette		19-Janvier-2011
Québec	Appel d'offres Abitibi fr_ang.doc	All sites	Montreal	La Presse		19-Janvier-2011
British Colombia	Appel d'offres Abitibi fr_ang.doc	All sites	Vancouver	Vancouver Sun		19-Janvier-2011

Name of journals and magazines	Website
Canadian Forest Industries – includes biofuel topics	http://canadianforestindustries.ca/
Canadian BioMass Magazine	http://www.canadianbiomassmagazine.ca/

Exhibit R-4

APPEL D'OFFRES

DANS L'AFFAIRE DE LA MISE SOUS SÉQUESTRE DE 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., en sa qualité de séquestre aux actifs de 4513541 Canada Inc., sollicite des offres d'achat à l'égard des biens suivants:

Province	Ville	Lots	Description des biens
NL	Stephenville	1	Bâtiment administratif et garage (9 070 m ²) situés sur un terrain de 153 ha
		2	Trois sites d'enfouissement totalisant 10 ha
		3	Trois réservoirs de pétrole (80 000 BBL, 80 000 BBL, 120 000 BBL)
		4	Camion et équipements divers
	Botwood	5	Entrepôt avec quai d'expédition (9 057 m ²) donnant sur la baie des Exploits
		6	Nombreux terrains situés dans la ville de Botwood
NB	Baker Brook	1	Site d'entassement de résidus ligneux (4 ha)
QC	Baie-Comeau	1 et 2	Deux sites d'entassement de résidus ligneux (22 ha et 19 ha)
		5	Terrain (2 ha) avec passage ferroviaire donnant accès au golfe du Saint-Laurent via le port de Baie-Comeau
		6	Terrain montagneux (1,7 ha)
		7	Terrain (21 ha) actuellement utilisé comme parc municipal
	La Baie	3	Bâtiment et garage situés sur un terrain de 4,2 ha
		4	Propriété résidentielle (150 m ²) située au 1433, rue Aimé-Gravel
ON	Kenora	1	Site d'enfouissement (42 ha)
		2	Site d'entassement de résidus ligneux (41 ha)
	Dryden	3	Site d'enfouissement (7,6 ha)
BC	Gold River	1	Site d'enfouissement (12 ha)

Conditions de vente

Cet appel d'offres est assujéti à des conditions qui en font partie intégrante et il incombe à tout éventuel offrandant d'en obtenir une copie en communiquant avec M. Robert Macri de Samson Bélair/Deloitte & Touche Inc. au 514-393-5127 ou à rmacri@deloitte.ca. Prière de contacter M. Macri pour fixer un rendez-vous afin d'examiner les actifs et/ou d'obtenir les informations pertinentes.

Les offres doivent être reçues aux bureaux de Samson Bélair/Deloitte & Touche Inc. à l'adresse ci-dessous dans des enveloppes scellées portant la mention « **NE PAS OUVRIR : OFFRE CONCERNANT 4513541 Canada Inc. – (province)** » au plus tard le jeudi 3 mars 2011, à 16 h (HNE).

FAIT À MONTRÉAL, le 19 janvier 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
en sa qualité de séquestre aux actifs de 4513541 Canada Inc.

1, Place Ville Marie, bureau 3000
Montréal (Québec) H3B 4T9
Tél. : 514-393-7115
Télec. : 514-390-4103

CALL FOR TENDERS

IN THE MATTER OF THE RECEIVERSHIP OF 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., in its capacity as receiver of all the assets of 4513541 Canada Inc., hereby solicits offers to purchase the following assets:

Province	City	Lots	Description of the assets
NL	Stephenville	1	153 ha of land with an administrative building and garage (9,070 m ²)
		2	Three landfills with a total area of 10 ha
		3	Three oil storage tanks (80 000 BBL, 80 000 BBL, 120 000 BBL)
		4	Truck and miscellaneous equipments
	Botwood	5	Warehouse and shipping dock (9,057 m ²) facing the Bay of Exploits
		6	Various parcels of land situated in the City of Botwood
NB	Baker Brook	1	Wood residues landfill (4 ha)
QC	Baie-Comeau	1 & 2	Two wood residues landfills (22 ha and 19 ha)
		5	2 ha of land with railroad giving access to the Gulf of St. Lawrence through the Baie-Comeau port
		6	Mountainous land (1.7 ha)
		7	21 ha of land currently used as a municipal park
	La Baie	3	4.2 ha of land with a building and garage
		4	Residential property (150 m ²) located at 1433 Aimé-Gravel Street
ON	Kenora	1	Landfill (42 ha)
		2	Wood residues landfill (41 ha)
	Dryden	3	Landfill (7.6 ha)
BC	Gold River	1	Landfill (12 ha)

Terms and conditions of sale

This call for tenders is subject to the terms and conditions which form an integral part thereof and it is incumbent upon any potential bidder to obtain a copy of these terms and conditions by contacting Mr. Robert Macri of Samson Bélair/Deloitte & Touche Inc. at 514-393-5127 or rmacri@deloitte.ca. Mr. Macri can also be contacted to make an appointment to review the assets and/or to obtain the information relating to the assets.

Tenders must be received at the offices of Samson Bélair/Deloitte & Touche Inc. at the address below in sealed envelopes labeled **“DO NOT OPEN: PROPOSAL OFFER RE: 4513541 Canada Inc. – (province)”** no later than Thursday, March 3, 2011 at 4 p.m. (EST).

DATED AT MONTREAL, this January 19, 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
in its capacity as receiver of all the assets of 4513541 Canada Inc.

1 Place Ville Marie, suite 3000
Montréal (Québec) H3B 4T9
Tel.: 514-393-7115
Fax: 514-390-4103

CALL FOR TENDERS

IN THE MATTER OF THE RECEIVERSHIP OF 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., in its capacity as receiver of all the assets of 4513541 Canada Inc., hereby solicits offers to purchase the following asset:

Province	City	Lot	Description of the asset
BC	Gold River	1	Landfill (12 ha)

Terms and conditions of sale

This call for tenders is subject to the terms and conditions which form an integral part thereof and it is incumbent upon any potential bidder to obtain a copy of these terms and conditions by contacting Mr. Robert Macri of Samson Bélair/Deloitte & Touche Inc. at 514-393-5127 or rmacri@deloitte.ca. Mr. Macri can also be contacted to make an appointment to review the asset and/or to obtain the information relating to the asset.

Tenders must be received at the offices of Samson Bélair/Deloitte & Touche Inc. at the address below in sealed envelopes labeled “DO NOT OPEN: PROPOSAL OFFER RE: 4513541 Canada Inc. – (British Columbia)” no later than Thursday, March 3, 2011 at 4 p.m. (EST).

DATED AT MONTREAL, this January 19, 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
in its capacity as receiver of all the assets of 4513541 Canada Inc.

1 Place Ville Marie, suite 3000
Montréal (Québec) H3B 4T9
Tel.: 514-393-7115
Fax: 514-390-4103

APPEL D'OFFRES

DANS L'AFFAIRE DE LA MISE SOUS SÉQUESTRE DE 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., en sa qualité de séquestre aux actifs de 4513541 Canada Inc., sollicite des offres d'achat à l'égard du bien suivant:

Province	Ville	Lot	Description du bien
NB	Baker Brook	1	Site d'entassement de résidus ligneux (4 ha)

Conditions de vente

Cet appel d'offres est assujéti à des conditions qui en font partie intégrante et il incombe à tout éventuel offrandant d'en obtenir une copie en communiquant avec M. Robert Macri de Samson Bélair/Deloitte & Touche Inc. au 514-393-5127 ou à rmacri@deloitte.ca. Prière de contacter M. Macri pour fixer un rendez-vous afin d'examiner l'actif et/ou d'obtenir les informations pertinentes.

Les offres doivent être reçues aux bureaux de Samson Bélair/Deloitte & Touche Inc. à l'adresse ci-dessous dans des enveloppes scellées portant la mention « **NE PAS OUVRIR : OFFRE CONCERNANT 4513541 Canada Inc. – (Nouveau Brunswick)** » au plus tard le jeudi 3 mars 2011, à 16 h (HNE).

FAIT À MONTRÉAL, le 19 janvier 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
en sa qualité de séquestre aux actifs de 4513541 Canada Inc.

1, Place Ville Marie, bureau 3000
Montréal (Québec) H3B 4T9
Tél. : 514-393-7115
Télec. : 514-390-4103

Date d'insertion : Mercredi 19 janvier 2011
Num. de commande : CMG1101
Publication : Le Madawaska
Grandeurs : 3 col. x 60
Tombée : 1 semaine avant

PUBLICITÉ - PLACEMENT ET STRATÉGIE MÉDIAS - STUDIO DE CRÉATION
Adm. Pub.: Susie Therrien
Client : Samson Bélair/Deloitte & Touche
Contact client : Robert Macri

Semaine : 178.80 \$ + tx

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APPEL D'OFFRES

DANS L'AFFAIRE DE LA MISE SOUS SÉQUESTRE DE 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., en sa qualité de séquestre aux actifs de 4513541 Canada Inc., sollicite des offres d'achat à l'égard du bien suivant :

Province	Ville	Lot	Description du bien
NB	Baker Brook	1	Site d'entassement de résidus ligneux (4 ha)

Conditions de vente

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Les offres doivent être reçues aux bureaux de Samson Bélair/Deloitte & Touche Inc. à l'adresse ci-dessous dans des enveloppes scellées portant la mention « NE PAS OUVRIR : OFFRE CONCERNANT 4513541 Canada Inc. - (Nouveau-Brunswick) » au plus tard le jeudi 3 mars 2011, à 16 h (HNE).

FAIT À MONTRÉAL, le 19 janvier 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.
en sa qualité de séquestre aux actifs de 4513541 Canada Inc.

1, Place Ville Marie, bureau 3000
Montréal (Québec) H3B 4T9
Tel. : 514-393-7115
Télec. : 514-390-4103

Deloitte.

Samson Bélair/Deloitte & Touche

 **CMG COMMUNICATIONS INC.**
Courteau - Cabral

ESTIMATION: _____ \$ + TAXES

S.V.P. faites votre approbation

ou (450) 681-5035 avant : _____

☐ RÉSERVE

PROD. : _____

PROOF : _____

RÉDAC. : _____

PUBLICITÉ - PLACEMENT ET STRATÉGIE MÉDIAS - STUDIO DE CRÉATION
Adm. Pub.: Susie Therrien
Client : Samson Bélair/Deloitte & Touche
Contact client : Robert Macri

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CALL FOR TENDERS

IN THE MATTER OF THE RECEIVERSHIP OF 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., in its capacity as receiver of all the assets of 4513541 Canada Inc., hereby solicits offers to purchase the following assets:

Province	City	Lots	Description of the assets
ON	Kenora	1	Landfill (42 ha)
		2	Wood residues landfill (41 ha)
	Dryden	3	Landfill (7.6 ha)

Terms and conditions of sale

This call for tenders is subject to the terms and conditions which form an integral part thereof and it is incumbent upon any potential bidder to obtain a copy of these terms and conditions by contacting Mr. Robert Macri of Samson Bélair/Deloitte & Touche Inc. at 514-393-5127 or rmacri@deloitte.ca. Mr. Macri can also be contacted to make an appointment to review the assets and/or to obtain the information relating to the assets.

Tenders must be received at the offices of Samson Bélair/Deloitte & Touche Inc. at the address below in sealed envelopes labeled "DO NOT OPEN: PROPOSAL OFFER RE: 4513541 Canada Inc. - (Ontario)" no later than Thursday, March 3, 2011 at 4 p.m. (EST).

DATED AT MONTREAL, this January 19, 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
in its capacity as receiver of all the assets of 4513541 Canada Inc.

Deloitte.

Samson Bélair/Deloitte & Touche

1 Place Ville Marie, suite 3000
Montréal (Québec) H3B 4T9
Tel.: 514-393-7115
Fax: 514-390-4103

Date d'insertion : Mercredi 19 janvier 2011
Num. de commande : CMG1101
Publication : Thunder Bay Chronicle Journal
Grandeurs : 4 col. x 55
Tombée : 3 jours avant

Semaine : 1151,20 \$ + tx

CALL FOR TENDERS

IN THE MATTER OF THE RECEIVERSHIP OF 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., in its capacity as receiver of all the assets of 4513541 Canada Inc., hereby solicits offers to purchase the following assets:

Province	City	Lots	Description of the assets
ON	Kenora	1	Landfill (42 ha)
		2	Wood residues landfill (41 ha)
	Dryden	3	Landfill (7.6 ha)

Terms and conditions of sale

This call for tenders is subject to the terms and conditions which form an integral part thereof and it is incumbent upon any potential bidder to obtain a copy of these terms and conditions by contacting Mr. Robert Macri of Samson Bélair/Deloitte & Touche Inc. at 514-393-5127 or rmacri@deloitte.ca. Mr. Macri can also be contacted to make an appointment to review the assets and/or to obtain the information relating to the assets.

Tenders must be received at the offices of Samson Bélair/Deloitte & Touche Inc. at the address below in sealed envelopes labeled "DO NOT OPEN: PROPOSAL OFFER RE: 4513541 Canada Inc. - (Ontario)" no later than Thursday, March 3, 2011 at 4 p.m. (EST).

DATED AT MONTREAL, this January 19, 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
in its capacity as receiver of all the assets of 4513541 Canada Inc.

Deloitte.

Samson Bélair/Deloitte & Touche

1 Place Ville Marie, suite 3000
Montréal (Québec) H3B 4T9
Tel.: 514-393-7115
Fax: 514-390-4103

Date d'insertion : Vendredi 21 janvier 2011
Num. de commande : CMG1101
Publication : Daily Miner & News
Grandeurs : 3 col. x 60
Tombée : 3 jours avant

Semaine : 231 \$ + tx

Date d'insertion : Mercredi 19 janvier 2011
Num. de commande : CMG1101
Publication : Dryden Observer Weekly
Grandeurs : 2 col. x 60
Tombée : Jeudi précédent

Semaine : 158,40 \$ + tx

PUBLICITÉ - PLACEMENT ET STRATÉGIE MÉDIA - STUDIO DE CRÉATION
Adm. Pub.: Susie Therrien
Client : Samson Bélair/Deloitte & Touche
Contact client : Robert Macri

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CALL FOR TENDERS

IN THE MATTER OF THE RECEIVERSHIP OF 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., in its capacity as receiver of all the assets of 4513541 Canada Inc., hereby solicits offers to purchase the following asset:

Province	City	Lot	Description of the asset
BC	Gold River	1	Landfill (12 ha)

Terms and conditions of sale

This call for tenders is subject to the terms and conditions which form an integral part thereof and it is incumbent upon any potential bidder to obtain a copy of these terms and conditions by contacting Mr. Robert Macri of Samson Bélair/Deloitte & Touche Inc. at 514-393-5127 or rmacri@deloitte.ca. Mr. Macri can also be contacted to make an appointment to review the asset and/or to obtain the information relating to the asset.

Touche Inc. at the address below in sealed envelopes labeled "DO NOT OPEN: PROPOSAL OFFER RE: 4513541 Canada Inc. -- (British-Columbia)" no later than Thursday, March 3, 2011 at 4 p.m. (EST).

DATED AT MONTREAL, this January 19, 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
in its capacity as receiver of all the assets of 4513541 Canada Inc.

Deloitte.

Samson Bélair/Deloitte & Touche

1 Place Ville Marie, suite 3000
Montréal (Québec) H3B 4T9
Tél.: 514-393-7115 • Fax: 514-390-4103

 **CMG COMMUNICATIONS INC.**
courteau - cabral

ESTIMATION: _____ \$ + TAXES
S.V.P. faxez votre approbation
au (450) 681-5035 avant : _____

☐ RÉSERVE

PROD.: _____
PROOF: _____
RÉDAC.: _____

CALL FOR TENDERS

IN THE MATTER OF THE RECEIVERSHIP OF 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., in its capacity as receiver of all the assets of 4513541 Canada Inc., hereby solicits offers to purchase the following assets:

Province	City	Lots	Description of the assets
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		2	Three landfills with a total area of 10 ha
		3	Three oil storage tanks (80 000 BBL, 80 000 BBL, 120 000 BBL)
		4	Truck and miscellaneous equipments
	Botwood	5	Warehouse and shipping dock (9,057 m ²) facing the Bay of Exploits
		6	Various parcels of land situated in the City of Botwood

Terms and conditions of sale

This call for tenders is subject to the terms and conditions which form an integral part thereof and it is incumbent upon any potential bidder to obtain a copy of these terms and conditions by contacting Mr. Robert Macri of Samson Bélair/Deloitte & Touche Inc. at 514-393-5127 or rmacri@deloitte.ca. Mr. Macri can also be contacted to make an appointment to review the assets and/or to obtain the information relating to the assets.

Tenders must be received at the offices of Samson Bélair/Deloitte & Touche Inc. at the address below in sealed envelopes labeled **“DO NOT OPEN: PROPOSAL OFFER RE: 4513541 Canada Inc. – (Newfoundland and Labrador)”** no later than Thursday, March 3, 2011 at 4 p.m. (EST).

DATED AT MONTREAL, this January 19, 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
in its capacity as receiver of all the assets of 4513541 Canada Inc.

**1 Place Ville Marie, suite 3000
Montréal (Québec) H3B 4T9
Tel.: 514-393-7115
Fax: 514-390-4103**

CALL FOR TENDERS

IN THE MATTER OF THE RECEIVERSHIP OF 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., in its capacity as receiver of all the assets of 4513541 Canada Inc., hereby solicits offers to purchase the following assets:

Province	City	Lots	Description of the assets
ON	Kenora	1	Landfill (42 ha)
		2	Wood residues landfill (41 ha)
	Dryden	3	Landfill (7.6 ha)

Terms and conditions of sale

This call for tenders is subject to the terms and conditions which form an integral part thereof and it is incumbent upon any potential bidder to obtain a copy of these terms and conditions by contacting Mr. Robert Macri of Samson Bélair/Deloitte & Touche Inc. at 514-393-5127 or rmacri@deloitte.ca. Mr. Macri can also be contacted to make an appointment to review the assets and/or to obtain the information relating to the assets.

Tenders must be received at the offices of Samson Bélair/Deloitte & Touche Inc. at the address below in sealed envelopes labeled "DO NOT OPEN: PROPOSAL OFFER RE: 4513541 Canada Inc. – (Ontario)" no later than Thursday, March 3, 2011 at 4 p.m. (EST).

DATED AT MONTREAL, this January 19, 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
in its capacity as receiver of all the assets of 4513541 Canada Inc.

1 Place Ville Marie, suite 3000
Montréal (Québec) H3B 4T9
Tel.: 514-393-7115
Fax: 514-390-4103

APPEL D'OFFRES

DANS L'AFFAIRE DE LA MISE SOUS SÉQUESTRE DE 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., en sa qualité de séquestre aux actifs de 4513541 Canada Inc., sollicite des offres d'achat à l'égard des biens suivants:

Province	Ville	Lots	Description des biens
QC	Baie-Comeau	1 et 2	Deux sites d'entassement de résidus ligneux (22 ha et 19 ha)
		5	Terrain (2 ha) avec passage ferroviaire donnant accès au golfe du Saint-Laurent via le port de Baie-Comeau
		6	Terrain montagneux (1,7 ha)
		7	Terrain (21 ha) actuellement utilisé comme parc municipal
	La Baie	3	Bâtiment et garage situés sur un terrain de 4,2 ha
		4	Propriété résidentielle (150 m ²) située au 1433, rue Aimé-Gravel

Conditions de vente

Cet appel d'offres est assujéti à des conditions qui en font partie intégrante et il incombe à tout éventuel offrant d'en obtenir une copie en communiquant avec M. Robert Macri de Samson Bélair/Deloitte & Touche Inc. au 514-393-5127 ou à rmacri@deloitte.ca. Prière de contacter M. Macri pour fixer un rendez-vous afin d'examiner les actifs et/ou d'obtenir les informations pertinentes.

Les offres doivent être reçues aux bureaux de Samson Bélair/Deloitte & Touche Inc. à l'adresse ci-dessous dans des enveloppes scellées portant la mention « NE PAS OUVRIR : OFFRE CONCERNANT 4513541 Canada Inc. – (Québec) » au plus tard le jeudi 3 mars 2011, à 16 h (HNE).

FAIT À MONTRÉAL, le 19 janvier 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
en sa qualité de séquestre aux actifs de 4513541 Canada Inc.

1, Place Ville Marie, bureau 3000
Montréal (Québec) H3B 4T9
Tél. : 514-393-7115
Télec. : 514-390-4103

CALL FOR TENDERS

IN THE MATTER OF THE RECEIVERSHIP OF 4513541 CANADA INC.

Samson Bélair/Deloitte & Touche Inc., in its capacity as receiver of all the assets of 4513541 Canada Inc., hereby solicits offers to purchase the following assets:

Province	City	Lots	Description of the assets
QC	Baie-Comeau	1 & 2	Two wood residues landfills (22 ha and 19 ha)
		5	2 ha of land with railroad giving access to the Gulf of St. Lawrence through the Baie-Comeau port
		6	Mountainous land (1.7 ha)
		7	21 ha of land currently used as a municipal park
	La Baie	3	4.2 ha of land with a building and garage
		4	Residential property (150 m ²) located at 1433 Aimé-Gravel Street

Terms and conditions of sale

This call for tenders is subject to the terms and conditions which form an integral part thereof and it is incumbent upon any potential bidder to obtain a copy of these terms and conditions by contacting Mr. Robert Macri of Samson Bélair/Deloitte & Touche Inc. at 514-393-5127 or rmacri@deloitte.ca. Mr. Macri can also be contacted to make an appointment to review the assets and/or to obtain the information relating to the assets.

Tenders must be received at the offices of Samson Bélair/Deloitte & Touche Inc. at the address below in sealed envelopes labeled “**DO NOT OPEN: PROPOSAL OFFER RE: 4513541 Canada Inc. – (Quebec)**” no later than Thursday, March 3, 2011 at 4 p.m. (EST).

DATED AT MONTREAL, this January 19, 2011.

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
in its capacity as receiver of all the assets of 4513541 Canada Inc.

1 Place Ville Marie, suite 3000
Montréal (Québec) H3B 4T9
Tel.: 514-393-7115
Fax: 514-390-4103



Buildings, Equipments, Lands and Wood Waste Landfills Acquisition Opportunity

4513541 Canada Inc.

Overview of opportunity

Samson Bélair/Deloitte & Touche Inc., in its capacity as receiver of all of the assets, property and undertakings of 4513541 Canada Inc., is soliciting expressions of interest with respect to the tender sale of the buildings, equipments, landfills and lands across Canada described below.

Significant assets for sale include:

- Administrative building (Newfoundland and Labrador)
- Oil storage tanks (Newfoundland and Labrador)
- Warehouse and shipping dock (Newfoundland and Labrador)
- Wood residues landfills (Québec, Ontario and New Brunswick)
- Non-hazardous industrial waste landfills (Ontario and British Columbia)
- Pickup truck, fork lift and other equipments (Newfoundland and Labrador)
- Lands (New Brunswick, Newfoundland and Labrador, British Columbia, Ontario and Québec)
- Partially dismantled sawmill, residential house and garage (Québec)



For further information about this opportunity please contact:

Robert Macri, CA
Manager
rmacri@deloitte.ca
514-393-5127

Julie Mortreux, CA, CIRP
Senior Manager
jmortreux@deloitte.ca
514-393-5225

Samson Bélair/Deloitte & Touche Inc., in its capacity as receiver of the assets, property and undertakings of 4513541 Canada Inc., and not on its own behalf.

1 Place Ville Marie
Suite 3000
Montréal QC H3B 4T9
Tel.: 514-393-7115

All expressions of interest must be received
no later than **Thursday, March 3, 2011 at
4 p.m. (EST)**



Opportunité d'acquisition de terrains, de bâtiments, de sites d'enfouissement et d'équipements

4513541 Canada Inc.

Aperçu de l'opportunité

Samson Bélair/Deloitte & Touche inc., en sa qualité de séquestre aux actifs et propriétés de 4513541 Canada inc., sollicite des offres d'achats à l'égard des terrains, des bâtiments, des sites d'enfouissement et des équipements décrits plus en détail ci-dessous.

Les actifs à vendre incluent :

- Bâtiment administratif (Terre-Neuve-et-Labrador)
- Réservoirs de pétrole (Terre-Neuve-et-Labrador)
- Entrepôt avec quai d'expédition (Terre-Neuve-et-Labrador)
- Sites d'entassement de résidus ligneux (Québec, Ontario et Nouveau-Brunswick)
- Sites d'enfouissement (Ontario et Colombie-Britannique)
- Camion et équipements divers (Terre-Neuve-et-Labrador)
- Terrains (Nouveau-Brunswick, Terre-Neuve-et-Labrador, Colombie-Britannique, Ontario et Québec)
- Bâtiment, garage et maison résidentielle (Québec)



Pour toute question sur cette opportunité, veuillez communiquer avec :

Robert Macri, CA
Directeur
rmacri@deloitte.ca
514-393-5127

Julie Mortreux, CA, CIRP
Directrice principale
jmortreux@deloitte.ca
514-393-5225

Samson Bélair/Deloitte & Touche inc., en sa qualité de séquestre aux actifs et propriétés de 4513541 Canada inc., et non en son nom personnel

1 Place Ville Marie
Bureau 3000
Montréal QC H3B 4T9
Tél. : 514-393-7115

Toutes les offres devront être reçues, au plus tard le jeudi 3 mars, 2011 à 16 h (HNE).

Exhibit R-5

De: Macri, Robert (CA - Montreal) [rmacri@deloitte.ca]
Envoyé: Tuesday, January 11, 2011 1:44 PM
À: john.stubbert@gnb.ca
Cc: perry.haines@gnb.ca; Boutin, Marc-Andre; Franco, Martin (CA - Montreal); Mortreux, Julie (CA - Montreal)
Objet: Solicitation of offers by the Receiver of 4513541 Canada Inc.
Pièces jointes: NB- InformationMemorandum.pdf; NewBrunswick.pdf

Dear Mr. Stubbert

As you know, Samson Bélair/Deloitte & Touche has been appointed as receiver (the "**Receiver**") to the assets, undertakings and properties of 4513541 Canada Inc. and its subsidiaries (the "**Debtor**") pursuant to a receivership order in respect of the Debtor, as amended from time to time (the "**Order**").

Pursuant to the Order, the Receiver is empowered and authorized to market any and all of the property of the Debtor, including advertising and solicitor offers. In that regard, we wanted to advise you that the Receiver intends to publish, some time this coming January, advertisements and notices in various newspapers soliciting offers in respect of the property of the Debtor which is situated in the Province of New Brunswick, namely the Baker Brook landfill (the "**New Brunswick Property**"). In connection with the solicitation of these offers, the Receiver has prepared an Information Memorandum which sets out the terms and conditions under which offers can be presented. This Information Memorandum is enclosed, in draft form, for your information. As you will see, the Receiver contemplates an opening date for the offers of March 3, 2011.

The Receiver will continue to keep you abreast of any material developments in connection with its efforts to solicit offers in respect of the New Brunswick Property. As contemplated by the Order, should any offer be found to be satisfactory, then the Receiver will apply to the Court for a vesting order or other necessary orders to convey the property to the purchaser.

Should the representatives of the Province of New Brunswick have any suggestions or leads as to parties who may be potentially interested to make an offer on the New Brunswick Property, the Receiver would greatly appreciate being advised as soon as possible. The Receiver intends to use its best efforts to find a purchaser for the property and any help or lead will be appreciated.

Sincerely,

Robert Macri, CA
Directeur / Manager | Conseils Financiers / Financial Advisory
Samson Bélair/Deloitte & Touche
1 Place Ville-Marie | Suite 3000 | Montreal, Quebec H3B 4T9
Ligne directe: 514-393-5127 | Télécopieur: 514-390-4103 | Téléphone cellulaire: 514-808-6066
rmacri@deloitte.ca | www.deloitte.ca

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3/17/2011



Samson Bélair/Deloitte & Touche Inc.
1, Place Ville Marie
Bureau 3000
Montréal QC H3B 4T9
Canada

Tél. : 514-393-7115
Téléc. : 514-390-4103
www.deloitte.ca

January 11, 2011

By email

John Stubbett, P. Eng.
Industrial Approvals Engineer
New Brunswick Environment
P.O. Box 6000
Fredericton, NB
E3B 5H1

Subject: Solicitation of offers by the Receiver of 4513541 Canada Inc.

Dear Mr. Stubbett:

As you know, Samson Bélair/Deloitte & Touche has been appointed as receiver (the "**Receiver**") to the assets, undertakings and properties of 4513541 Canada Inc. and its subsidiaries (the "**Debtor**") pursuant to a receivership order in respect of the Debtor, as amended from time to time (the "**Order**").

Pursuant to the Order, the Receiver is empowered and authorized to market any and all of the property of the Debtor, including advertising and solicitor offers.

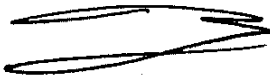
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The Receiver will continue to keep you abreast of any material developments in connection with its efforts to solicit offers in respect of the New Brunswick Property. As contemplated by the Order, should any offer be found to be satisfactory, then the Receiver will apply to the Court for a vesting order or other necessary orders to convey the property to the purchaser.

Should the representatives of the Province of New Brunswick have any suggestions or leads as to parties who may be potentially interested to make an offer on the New Brunswick Property, the Receiver would greatly appreciate being advised as soon as possible. The Receiver intends to use its best efforts to find a purchaser for the property and any help or lead will be appreciated.

Sincerely,

Samson Bélair/Deloitte & Touche Inc. solely in its capacity as court-appointed receiver of the assets, properties and undertakings of 4513541 Canada Inc. and not on its own behalf.

A handwritten signature in black ink, appearing to read 'Martin Franco', with a stylized flourish at the end.

Martin Franco, CA, CIRP
Associate Partner

cc. Marc-André Boutin, Davies Ward Phillips & Vineberg, S.E.N.C.R.L., s.r.l.
cc. Perry Haines, P. Eng. Assistant Deputy Minister Community
Planning & Environmental Protection Division

No. 500-11-036133-094
S U P E R I O R C O U R T

District of Montréal

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

ABITIBOWATER INC.
ABITIBI-CONSOLIDATED INC.
BOWATER CANADIAN HOLDINGS INC.
-and- OTHERS

Debtors

-and-
ERNST & YOUNG INC.

Monitor

SAMSON BÉLAIR/DELOITTE & TOUCHE
INC. Receiver/Petitioner

LIST OF EXHIBITS IN SUPPORT OF
RECEIVER/PETITIONER'S MOTION TO
ABANDON PROPERTIES
(NEW BRUNSWICK) & EXHIBITS

ORIGINAL

Attorneys-for-Petitioner Samson
Bélair/Deloitte & Touche Inc.
Per: Me Marc-André Boutin
Dir 514 841 6527
O/F 233249

DAVIES

DAVIES WARD PHILLIPS & VINEBERG S.E.C.R.L., s.r.l.

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