

SUPERIOR COURT

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

No: 500-11-036133-094

DATE: _____, 2011

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"

Debtors

and

ERNST & YOUNG INC.

Monitor

and

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.

Receiver/Petitioner

**ORDER
(MOTION TO ABANDON PROPERTIES - ONTARIO)
(MOTION #902)**

- [1] **CONSIDERING** the *Motion to Abandon Properties (Ontario)* of the Receiver/Petitioner Samson Bélair/Deloitte & Touche Inc. (the "**Receiver**") dated March 21, 2011 (the "**Motion**");
- [2] **CONSIDERING** the representations of the parties;
- [3] **CONSIDERING** the absence of contestation;
- [4] **CONSIDERING** the *Receivership Order in Respect of 4513541 Canada Inc.* issued by this Court on April 27, 2010, as amended on July 21, 2010, September 1st, 2010, December 1st, 2010 and December 8, 2010 (the "**Receivership Order**");

FOR THESE REASONS, THE COURT:

- [1] **GRANTS** the Motion;
- [2] **ORDERS** that, effective on April 30, 2011, (the "**First Effective Date of Abandonment**"), the immovable properties described at **Exhibits R-1 and R-3** to the Motion (the "**Dryden and Margach Abandoned Properties**") shall be abandoned by the Receiver and that the Receiver shall no longer be receiver of such properties from the First Effective Date of Abandonment;
- [3] **ORDERS** that, on the First 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 Order or otherwise, in respect of the Dryden and Margach Abandoned Properties; and
 - b) for the past, from any liability whatsoever, including from any liability resulting from the performance or non-performance of any power, duty or obligation, whether arising from the Receivership Order or otherwise, in respect of the Dryden and Margach Abandoned Properties, up to the First Effective Date of Abandonment, except for any liability that the Receiver may have incurred, prior to the First Effective Date of Abandonment, as a result of its gross negligence or wilful misconduct;
- [4] **ORDERS** that, effective on May 16, 2011, (the "**Second Effective Date of Abandonment**"), the immovable property described at **Exhibit R-2** to the Motion (the "**Mud Lake Abandoned Property**") shall be abandoned by the Receiver and that the Receiver shall no longer be receiver of such property from the Second Effective Date of Abandonment;
- [5] **ORDERS** that, on the Second 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 Order or otherwise, in respect of the Mud Lake Abandoned Property; and

- b) for the past, from any liability whatsoever, including from any liability resulting from the performance or non-performance of any power, duty or obligation, whether arising from the Receivership Order or otherwise, in respect of the Mud Lake Abandoned Property, up to the Second Effective Date of Abandonment, except for any liability that the Receiver may have incurred, prior to the Second Effective Date of Abandonment, as a result of its gross negligence or wilful misconduct;
- [6] **ORDERS** that the abandonment, on the First Effective Date of the Abandonment, of the Dryden and Margach Abandoned Properties and, on Second Effective Date of Abandonment, of the Mud Lake Abandoned Property by the Receiver pursuant to this Order shall not, in and of itself, give rise to any liability on the part of the Receiver;
- [7] **ORDERS** 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 Dryden and Margach Abandoned Properties after the First Effective Date of Abandonment or of the Mud Lake Abandoned Property after the Second Effective Date of Abandonment shall have any effect on the discharge hereby granted to the Receiver;
- [8] **ORDERS** 4513541 Canada Inc. to allow access to the Dryden and Margach Abandoned Properties and the Mud Lake Abandoned Property to any person required or authorized under the *Environmental Protection Act*, R.S.O. 1990, chapter E.18, as amended or the *Ontario Water Resources Act*, R.S.O.1990, chap. O.40, as amended, to do any thing on or in these properties;
- [9] **ORDERS** the provisional execution of this Order notwithstanding appeal and without the necessity of furnishing any security;
- [10] **AUTHORIZES** the Receiver, shall it deem it appropriate, to register against title this Order;
- [11] **WITHOUT COSTS.**

Clément Gascon, J.S.C.

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