

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 PROPERTIES
(ONTARIO)**

**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 vesting orders issued on September 10, 2010, this Court authorized and approved the transfer to 4513541 of three landfills of certain of the Debtors situated in the Province of Ontario and known as the :
 - (a) “Dryden Mercury landfill”;
 - (b) “Mud Lake landfill”; and
 - (c) “Margach landfill”;(the “**Ontario Non-Core Properties**”), as appears from the record of this Court.
8. Copies of the legal descriptions of the Ontario Non-Core Properties are attached as **Exhibits R-1, R-2 and R-3** to this Motion.
9. The transfer of the Ontario Non-Core Properties was subsequently completed by way of separate indentures executed between the relevant Debtors and 4513541 on October 1, November 18 and December 3, 2010. Copies of these indentures are attached as **Exhibits R-4, R-5 and R-6** to this Motion.
10. As a result of the transfer of the Non-Core Properties, including the Ontario Non-Core Properties, 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

11. 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 Ontario Non-Core Properties, 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 Ontario Non-Core Properties, by March 3, 2011 (at 4:00 p.m. E.S.T.).
12. 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-7** to this Motion. A sample of the notices and “teasers” published in these newspapers and trade publications is attached *en liasse* as **Exhibit R-8** to this Motion.
13. 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.
14. 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.

15. The Receiver also kept the environmental authorities of the Provinces in which the Non-Core Properties are situated, including Ontario, 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 Ministry of Environment of the Province of Ontario dated January 11, 2011 is attached as **Exhibit R-9** to this Motion.
16. Despite the best efforts of the Receiver, no bids were received in respect of the Ontario Non-Core Properties.
17. The Receiver did receive an offer for the subsurface mineral rights related to the Margach Landfill but this offer has been deemed unacceptable by the Receiver.

IV. FUNDING AND EXPENSES OF THE RECEIVER

18. 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 Ontario Non-Core Properties.

V. ABANDONMENT SOUGHT BY THE RECEIVER

19. As a result of the foregoing, the Receiver has determined that it is and will be unable to sell the Ontario Non-Core Properties.
20. Consequently, the Receiver petitions this Court to abandon the Ontario Non-Core Properties 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.

21. This Motion is well founded in fact and in law and appropriate in the circumstances.

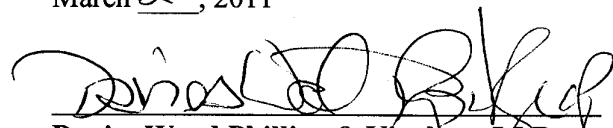
WHEREFORE, MAY IT PLEASE THIS COURT TO:

- [1] **GRANT** this Motion of the Receiver/Petitioner, Samson Bélair/Deloitte & Touche Inc. (the “**Receiver**”), to abandon properties (Ontario) (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 properties described at **Exhibits R-1, R-2 and R-3** to this Motion (the “**Abandoned Property**”) shall be abandoned by the Receiver and that the Receiver shall no longer be receiver of such properties 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

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and

ABITIBI-CONSOLIDATED INC.

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and

**The other debtors listed in schedules "A", "B"
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Debtors

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ERNST & YOUNG INC.

Monitor

and

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

Receiver/Petitioner

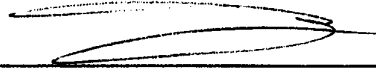
AFFIDAVIT OF MARTIN FRANCO

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:

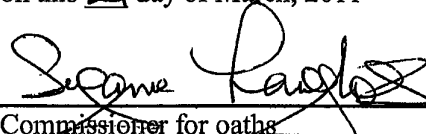
1. I am a Senior Vice-President of Samson Bélair/Deloitte & Touche Inc., the Receiver/Petitioner herein and am duly authorized to sign the present Affidavit;

2. All the facts alleged in the attached *Receiver/Petitioner's Motion to Abandon Properties (Ontario)* 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
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and "C"**

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

Receiver/Petitioner

NOTICE OF PRESENTATION

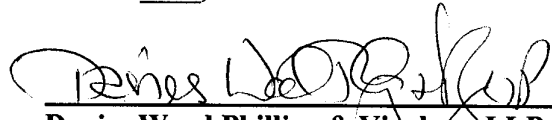
TO : SERVICE LIST

TAKE NOTICE that the *Receiver/Petitioner's Motion to Abandon Properties (Ontario)* 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:

ABITIBOWATER 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
(ONTARIO), 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.

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Montréal Canada H3A 3N9 BP-0181

CANADA

**PROVINCE OF QUEBEC
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No. : 500-11-036133-094

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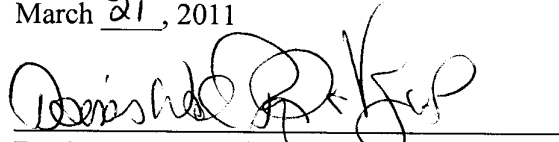
Receiver/Petitioner

**LIST OF EXHIBITS IN SUPPORT OF THE
RECEIVER/PETITIONER'S MOTION TO ABANDON PROPERTIES
(ONTARIO)**

Exhibit R-1: Copy of the legal description for the property known as the "Dryden
Mercury landfill";

- Exhibit R-2:** Copy of the legal description for the property known as the “Mud Lake landfill”;
- Exhibit R-3:** Copy of the legal description for the property known as the “Margach landfill”;
- Exhibit R-4:** Copy of an indenture executed between Bowater Canadian Forest Products Inc. and 4513541 October 1, 2010 with respect to “Dryden Mercury landfill”;
- Exhibit R-5:** Copy of an indenture executed between Abitibi-Consolidated Inc. and 4513541 November 18, 2010 with respect to “Margach landfill”;
- Exhibit R-6:** Copy of an indenture executed between Abitibi-Consolidated Inc. and 4513541 December 3, 2010 with respect to “Mud Lake landfill”;
- Exhibit R-7:** List of the newspapers and trade publications in which the Receiver published the notices and “teasers”;
- Exhibit R-8:** Samples of the notices published in the newspapers and of the teasers published in trade publications, *en liasse*;
- Exhibit R-9:** Copy of an email correspondence from the Receiver to counsel for the Ministry of Environment of the Province of Ontario dated January 11, 2011 (with partial enclosures).

March 21, 2011



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

Exhibit R-1

PROPERTY

In the Town of Dryden, Province of Ontario, Land Registry Office for the Land Titles Division of Kenora, PCL 42234 SEC DKF SRO; PT S PT 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)

Exhibit R-2

Legal Description of the Property

In the Town of Kenora, Province of Ontario, Land Registry Office for the Land Titles Division of Kenora known as the Mud Lake Landfill, being those lands described as follows:

FIRSTLY: 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)

SECONDLY: 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).

Exhibit R-3

Legal Description of the Property

In the Town of Kenora, Province of Ontario, Land Registry Office for the Land Titles Division
of Kenora known as the Margach Landfill, being those lands described as follows:

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)

Exhibit R-4

THIS INDENTURE made at Montreal, Canada
the 1st day of October, 2010.

AMONG:

BOWATER CANADIAN FOREST PRODUCTS INC.,
a body corporate organized and existing under the laws of
Nova Scotia and registered to carry on undertakings in the
Province of Ontario (hereinafter called the “**Vendor**”)

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 Ontario

(hereinafter referred to as the “**Purchaser**”, and together
with the Vendor, the “**Parties**”)

of the other part

WHEREAS on or about August 25, 2000, Bowater Pulp and Paper Canada Inc., a predecessor
company to the Vendor, acquired certain lands and premises, including the hereinafter described
pieces or parcels of land being situate at the Town of Dryden, in the Province of Ontario and
being more particularly described in Schedule “C” hereto annexed (the “**Lands**”);

AND WHEREAS as at the date hereof, the Vendor is the owner of the Lands;

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

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the
Property (as hereinafter defined) for the consideration hereinafter appearing on an “as is, where
Dryden

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 Vendor has 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 Receivership Order in respect of 4513541 Canada Inc.* authorizing the transaction.

Dryden

AND WHEREAS upon the vesting order attached as Schedule "A" hereto annexed having been rendered by the Court, the Property (as hereinafter defined) 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 sum of \$1,000.00, which shall be paid by the Purchaser in favour of the Vendor on the date of closing of the within conveyance (the "**Closing Date**") (the receipt and sufficiency of which sum is hereby acknowledged by the Vendor); and

(b) the Principal Amount (as defined in the Purchaser Note) made pursuant to the Purchaser Note (as hereinafter defined)), which shall be paid by the Purchaser in favour of the Vendor by the issuance of a non-interest bearing promissory note substantially in the form attached as Schedule "B" hereto (the "**Purchaser Note**") (the receipt and sufficiency of which sum is hereby acknowledged by the Vendor) on the Closing Date and delivered by the Purchaser to the Monitor on the Closing Date;

The Vendor hereby sells, assigns and conveys to the Purchaser all right, title, and interest of the Vendor in the Lands TOGETHER WITH all buildings, erections

Dryden

and personal property thereon and all appurtenances to the same belonging or in any way appertaining with the reversion and reversions, remainder and remainders, rents, issues and profits thereof 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 Vendor in connection with the ownership, use or occupation of the pieces or parcels of land (collectively hereinafter referred to as the "Property") **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 and have the terms and conditions agreed upon from time to time by the Vendor and the Purchaser, including the following: (a) any amounts owing to the Vendor under the Purchaser Note shall be paid out of the actual net proceeds generated by the sale by the Purchaser, or any receiver appointed in respect thereof, of the Property (or any portion thereof) to a third party and any such amounts paid to the Vendor shall, until the issuance of directions by the Court with respect thereof, be remitted to the Monitor; and

Dryden

(b) the Vendor's recourses for any principal owed under the Purchaser Note shall be limited to the Property (or the proceeds from the sale thereof or the sums paid in relation to the expropriation thereof) and shall be subordinated to (i) the costs of complying with any orders issued in respect of the Property (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 Property. Subject to the above-mentioned subordination, the Purchaser Note shall be secured in favor of the Vendor by a general security agreement to be registered under the *Personal Property Security Act* (Ontario) and a registered vendor take-back 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 Vendor and their successors and assigns as follows:

- 2.1. the Purchaser acknowledges that the conveyance of the Property herein conveyed and every part thereof is being made on an "as is, where is" basis with no representation or warranty, express, implied, statutory, oral or written, or otherwise in respect of the Property, including those as to the condition thereof or with respect to compliance with laws, rules, regulations, orders or requirements to which the Property are subject

Dryden

including, but not limited to, those pertaining to hazardous substances, or of performance, merchantability, the status of permitting, fitness for a particular purpose, suitability, non-infringements, ownership, usage, or otherwise.

- 2.2. the Property herein conveyed and any part thereof, 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 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 Vendor 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.
- 3.2. *Planning Act.* The subdivision control provisions of the *Planning Act* (Ontario) have been complied with by the Vendor to and including the Closing Date. The Vendor
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hereby covenants to proceed diligently at the Vendor's sole expense to obtain any necessary consent on or before Closing, if required.

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 Property in its 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, land transfer tax, and registration fees thereof;
- 4.3. assume the payment of all taxes, utility charges, local improvements, water and assessment rates, the cost of fuel and any other items normally adjusted between a vendor and a purchaser of similar properties, as applicable, in connection with the Property as of and from the Closing Date;
- 4.4. self-assess and remit all harmonized sales tax on the Property on the Closing Date in compliance with the requirements of the *Excise Tax Act*, R.S.C. 1985, C. E-15, as amended, and that its registration number is _____.

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5. **MISCELLANEOUS**

- 5.1. The Vendor represents and warrants within the meaning of the *Family Law Act* (Ontario), that the Property have never been occupied by any of the directors, officers, or shareholders of the Vendor or their spouses, as a family residence.

6. **GOVERNING LAW**

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

7. **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.
Samson Belair/Deloitte & Touche Inc.
c/o Julie Montreux or Martin Franco
1 Place Ville-Marie
Suite 3000
Montreal, Quebec
H3B 4T9

Dryden

And if to the Vendor:

1155 Metcalfe Street, Suite 800
Montreal, Quebec
H3B 5H2

Att: Jacques Vachon & Mélanie Allaire

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.

8. SCHEDULES

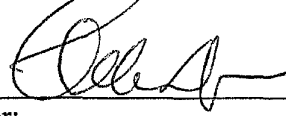
The following documents are attached hereto:

- 8.1. Schedule "A": Vesting Order
- 8.2. Schedule "B": Purchaser Note
- 8.3. Schedule "C": Legal Description of the Property

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

**BOWATER CANADIAN FOREST
PRODUCTS INC.**



Per: _____

Per: _____

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

Per: _____



Per: _____

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SCHEDULE "A": Vesting Order

See attached.

Dryden

SCHEDULE "B": Purchaser Note

See attached.

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SCHEDULE "C": Legal Description of the Property

In the Town of Dryden, Province of Ontario, Land Registry Office for the Land Titles Division
of Kenora, PCL 42234 SEC DKF SRO; PT S PT 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)

Dryden

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 1st day of October, 2010.

GRANTED BY: 4513541 CANADA INC., a body corporate organized and existing under the laws of Canada and registered to carry on undertakings in the Province of Ontario

(the "Borrower")

TO: BOWATER CANADIAN FOREST PRODUCTS INC., a body corporate organized and existing under the laws of the Province of Nova Scotia and registered to carry on undertakings in the Province of Ontario

(the "Secured Party")

RECITALS:

A. Pursuant to an indenture (as amended, supplemented, restated, extended, renewed or replaced from time to time) dated as of the date hereof between the Borrower and the Secured Party (the "Indenture"), a mortgage granted by the Borrower to the Secured Party (the "Mortgage") and a promissory note given by the Borrower to and in favour of the Secured Party dated the 1st day of October, 2010 (the "Promissory Note"), the Borrower agreed to repay to the Secured Party the amounts owing under the Promissory Note and the Mortgage.

B. As security for the Secured Obligations (hereinafter defined), the Borrower has agreed to grant to the Secured Party, a security interest in the Secured Property of the Borrower.

THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1 Defined Statutory Terms

Unless the context otherwise requires or unless otherwise specified, the terms "advance", "consumer goods", "court", "default", "financial asset", "financing change statement", "financing statement", "fixture", "goods", "intangible", "inventory", "money", "option", "personal property", "receiver", "security", and "value" used in this Agreement without initial capitals, which are defined in the PPSA have the same meanings in this Agreement as in the PPSA, as applicable.

1.2 Definitions

As used in this Agreement, the following words and terms have the meanings set out below:

Dryden

"**Agreement**" means this security agreement as it may be amended, supplemented, extended, renewed, restated or otherwise modified from time to time;

"**Collateral Support**" means any property or right, title or interest therein assigned, hypothecated or otherwise securing the Secured Property, as the case may be, or the payment or performance thereof, including any security agreement or other agreement granting a lien or security interest in such property;

"**Event of Default**" means any default of payment of the Secured Obligations in accordance with the Promissory Note or the Mortgage, or any breach of any covenant or proviso contained in this Agreement;

"**Expenses**" means all expenses, costs and charges incurred by or on behalf of the Secured Party in connection with this Agreement, the Security Interest or the Collateral Support, including all legal fees, court costs, receiver's or agent's remuneration and other expenses of taking possession of, repairing, protecting, insuring, preparing for disposition, realizing, collecting, selling, transferring, delivering or obtaining payment for the Collateral Support, and of taking, defending or participating in any action or proceeding in connection with any of the foregoing matters or otherwise in connection with the Secured Party interest in any Collateral Support, whether or not directly relating to the enforcement of this Agreement or the Indenture;

"**Indenture**" has the meaning ascribed thereto in the Recitals;

"**Mortgage**" has the meaning ascribed thereto in the Recitals;

"**PPSA**" means the *Personal Property Security Act* (Ontario); provided, however, if the validity, attachment, perfection (or opposability), effect of perfection or of non-perfection or priority of the Secured Party's security interest in any Secured Property are governed by the personal property security laws or laws relating to movable property of any jurisdiction in Canada other than the Province of Ontario, PPSA shall include those personal property security laws or laws relating to movable property in such other jurisdiction for the purpose of the provisions hereof relating to such validity, attachment, perfection (or opposability), effect of perfection or of non-perfection or priority and for the definitions related to such provisions;

"**Promissory Note**" has the meaning ascribed thereto in the Recitals;

"**Secured Obligations**" means all debts, liabilities and obligations, present or future, direct or indirect, absolute or contingent, matured or unmatured, at any time or from time to time due or accruing due and owing by or otherwise payable by the Borrower to the Secured Party in any currency, under, in connection with or pursuant to the Promissory Note and the Mortgage;

"**Secured Property**" means, Borrower's present and after acquired personal property, including all undertakings, property, rights and assets of every nature and kind, now owned or subsequently acquired and at any time and from time to time existing or in which any such Borrower has or acquires an interest, wherever situate, including all insurance policies covering such property and any and all proceeds of any of the foregoing;

"**Security Interest**" has the meaning ascribed thereto at Section 2.1.

1.3 Certain Rules of Interpretation

In this Agreement:

- (a) **Governing Law** - This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of any Borrower may be found.
- (b) **Headings** - Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement, and a reference to an "Article" or a "Section" means the specified article or section of this Agreement.
- (c) **Including** - Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".
- (d) **No Strict Construction** - The language used in this Agreement is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against any party.
- (e) **Number and Gender** - Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (f) **Severability** - If, in any jurisdiction, any provision of this Agreement or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.
- (g) **Statutory references** - A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, revises, restates, supplements or supersedes any such statute or any such regulation or, in each case, any provision thereof.
- (h) **Time** - Time is of the essence in the performance of the parties' respective obligations.

1.4 Entire Agreement

This Agreement constitutes the entire agreement between the parties and sets out all the covenants, promises, conditions, understandings and agreements between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no covenants,

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promises, warranties, representations, conditions, understandings or other agreements, oral or written, express, implied or collateral between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

ARTICLE 2 SECURITY INTEREST

2.1 Security Interest

As continuing security for the payment and the performance of the Secured Obligations, the Borrower hereby grants to the Secured Party, a first priority, continuing, specific and fixed security interest in all of such Borrower's Secured Property and assigns, mortgages, hypothecates and pledges to the Secured Party all of the Secured Property of the Borrower now owned or hereafter acquired. The security interest, assignment, mortgage, charge, hypothecation and pledge granted by this Agreement (collectively, the "Security Interest") secures the payment and performance of the Secured Obligations and the Expenses.

2.2 Fixed Nature of Security Interest

The Security Interest is intended to operate as a fixed and specific charge of all of the Secured Property presently existing, and with respect to all future Secured Property, to operate as a fixed and specific charge of such future Secured Property.

2.3 Attachment

Borrower acknowledges that value has been given, it has rights in the Secured Property or the power to transfer rights in the Secured Property to the Secured Party (other than after-acquired Secured Property) and that it has not agreed to postpone the time of attachment of the Security Interest. The Security Interest of Borrower is intended to attach, as to all Secured Property, and with respect to any particular item of Secured Property, upon the execution of this Agreement.

ARTICLE 3 REMEDIES

3.1 Secured Party' Rights and Remedies

Upon the occurrence and during the continuance of an Event of Default, all of the Secured Obligations shall, at the Secured Party's option and without notice to Borrower, become immediately due and payable and the Secured Party may, in its discretion, proceed to enforce payment and performance of the Secured Obligations and to exercise any or all of the rights and remedies contained in this Agreement, or otherwise afforded by law, in equity or otherwise. The Secured Party shall have the right to enforce one or more remedies successively or concurrently in accordance with applicable law.

3.2 Waivers and Extensions

The Secured Party may waive default or any breach by Borrower of any of the provisions contained in this Agreement. No waiver shall extend to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Secured Party shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of Borrower or the rights of the Secured Party resulting therefrom. Any such waiver must be in writing and signed by the Secured Party to be effective.

The Secured Party may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Secured Property to third parties and otherwise deal with Borrower and others and with the Secured Property and other securities as they may see fit without prejudice to the liability of Borrower to the Secured Party, or their rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, heretofore or hereafter given to Borrower shall operate as a waiver, alteration or amendment of the rights of the Secured Party or otherwise preclude it from enforcing such rights.

3.3 Remedies Cumulative

For greater certainty, it is expressly understood and agreed that the rights and remedies of the Secured Party under this Agreement are cumulative, non-exclusive and are in addition to and not in substitution for any rights or remedies provided by law or equity; and any single or partial exercise by the Secured Party of any right or remedy for a default or breach of any term, covenant, condition or agreement contained in this Agreement shall not be deemed to be a waiver of, or to alter, affect or prejudice, any other right or remedy to which they may be lawfully entitled for such default or breach.

3.4 Statutory Waivers by Borrower

To the fullest extent permitted by law, Borrower waives all of the rights, benefits and protections given by the provisions of any existing or future statute which imposes limitations upon the powers, rights or remedies of the Secured Party or upon the methods of realization of security, including any seize or sue or anti-deficiency statute or any similar provisions of any other statute.

3.5 Limitation of Liability

The Secured Party shall not be liable or accountable:

- (a) by reason of any entry into or taking possession of all or any of the Secured Property, to account as mortgagee in possession or for anything except actual receipts, or for any loss on realization or any act or omission for which a secured party in possession might be liable; or
- (b) for any failure to (i) exercise or exhaust any of its rights and remedies, (ii) take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Secured Property, or (iii) protect the Secured Property from

depreciating in value or becoming worthless, and shall not, in each case, be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Secured Party, Borrower or any other Person in respect of same.

The Secured Party shall not by virtue of the exercise of its rights under this agreement be deemed to be a mortgagee in possession of the Secured Property. Borrower releases and discharges the Secured Party and the receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to Borrower or any Person claiming through or under it by reason or as a result of anything done or not done by either Secured Party or the receiver under the provisions of this Agreement unless such claim be the result of gross negligence or wilful misconduct.

3.6 Redemption of Secured Property

At any time before the Secured Party has: (a) disposed of the Secured Property; or (b) elected irrevocably to retain all or part of the Secured Property, Borrower may redeem the Secured Property by tendering payment of the aggregate amount of the outstanding Secured Obligations at such time.

ARTICLE 4 POWER OF ATTORNEY

4.1 Grant

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower irrevocably constitutes and appoints the Secured Party as its true and lawful attorney with power of substitution in the name of Borrower to do any and all acts and things, exercise all rights and powers and perform all acts of ownership with respect to the Secured Property to the same extent as the Borrower might do, complete any endorsements or registrations and execute and deliver all agreements, documents and instruments as the Secured Party, in its sole discretion, consider necessary or desirable to carry out the provisions and purposes of this Agreement or to exercise its rights and remedies, provided that such power of attorney shall not be exercised until an Event of Default has occurred and is continuing. Borrower ratifies and agrees to ratify all acts of any attorney taken or done in accordance with this Section 4.1. This power of attorney being coupled with an interest shall not be revoked or terminated by any act and shall remain in full force and effect until this Agreement has been terminated.

ARTICLE 5 GENERAL

5.1 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement shall be in writing and shall be sufficiently given if delivered in accordance with the Indenture.

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5.2 Continuing Security

The Security Interest is not in substitution for any other security now or hereafter held by the Secured Party for the Secured Obligations or for any other agreement between the parties creating a security interest in all or part of the Secured Property, whether made before or after this Agreement, and such security and such agreements shall be deemed to be continuing and not affected by this Agreement unless the Secured Party and the Borrower expressly provide to the contrary in writing.

5.3 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any party, shall be binding unless executed in writing by all parties to this Agreement.

5.4 Assignment and Enurement

This Agreement may be assigned by the Secured Party and any such assignee shall be entitled to exercise any and all discretions, powers and rights of the Secured Party under this Agreement. Borrower may not assign this Agreement or any of its rights or obligations under this Agreement unless permitted to do so by the Secured Party. All of the Secured Party's rights under this Agreement shall enure to the benefit of their successors and assigns and all of Borrower's obligations under this Agreement shall bind its successors and assigns.

5.5 Further Assurances

Borrower shall at all times do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and shall provide such further documents or instruments as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, and for the better granting, transferring, assigning, charging, setting over, assuring, confirming or perfecting the Security Interest and the priority accorded to them by law or under this Agreement.

5.6 Access; Right of Inspection

The Secured Party shall at all times have full and free access during normal business hours and upon reasonable prior notice, to all books, correspondence and records of Borrower; provided that, prior notice shall not be required upon the occurrence and during the continuance of any Default or Event of Default.

5.7 Filings

Borrower will promptly effect all registrations, filings, recordings and all re-registrations, re-filings and re-recordings of or in respect of this Agreement and the Security Interest in all offices in all jurisdictions and at such times as may be necessary or of advantage in perfecting, maintaining and protecting the validity, effectiveness and priority of such Security Interest.

5.8 Execution and Delivery

This Agreement may be executed by the parties in counterparts, if applicable, and may be executed and delivered by facsimile or other electronic means and all such counterparts, facsimiles or other electronic means shall together constitute one and the same agreement.

Borrower acknowledges receiving a copy of this Agreement and hereby waives any right it has to receive a copy of any financing statement or financing change statement with respect to any registrations made pursuant hereto.

5.9 Security Interest Effective Immediately

Neither the execution of, nor any filing with respect to, this Agreement shall obligate the Secured Party to make any advance or loan or further advance, or bind the Secured Party to grant or extend any credit to Borrower, but the Security Interest shall take effect forthwith on the date hereof upon the execution of this Agreement by Borrower.

5.10 Reasonableness

Borrower acknowledges that the provisions of this Agreement and, in particular, those respecting rights, remedies and powers of the Secured Party and any receiver against Borrower, its business and any Secured Property upon the occurrence of an Event of Default, are commercially reasonable and not manifestly unreasonable.

5.11 Discharge

Upon termination of the commitments in respect of all Secured Obligations and full and final payment and performance by Borrower of the Secured Obligations, the Secured Party shall upon request deliver up this Agreement to Borrower and shall at the expense of Borrower cancel and discharge the Security Interest and execute and deliver such documents as required to discharge the Security Interest.

5.12 Attornment

Borrower hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

[Signature page follows]

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IN WITNESS OF WHICH the Borrower has duly executed this Agreement.

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

By: 

Name:
Title:

By: _____
Name:
Title:

ACKNOWLEDGEMENT AND DIRECTION

TO: Stikeman Elliott LLP ("SE")

AND TO: Davies Ward Phillips & Vineberg LLP ("DWPV")

RE: Indenture between Bowater Canadian Forest Products Inc. (the "Transferor"), as vendor, and 4513541 Canada Inc. (the "Transferee"), as purchaser dated October 1st, 2010

AND RE: The lands and premises in the Land Registry Office for the Land Titles Division of Kenora legally described as PCL 42234 SEC DKF SRO; PT S PT 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) (the "Property")

AND RE: Transfer of registered title to the Property from the Transferor to the Transferee

The undersigned hereby acknowledge having been advised by SE or DWPV that the Property is within a mandatory electronic registration district and that the document in the form attached hereto, being:

(a) Application for Vesting Order from Transferor to the Transferee

(the "Document") will be electronically registered, without execution by the undersigned in the Land Registry Office for the Land Titles Division of Kenora (No. 23).

The undersigned hereby confirm(s) that I/we have reviewed the electronic form of Document and that the information contained therein is accurate.

Each of SE and DWPV is hereby authorized to insert the following information into the Document:

- (1) Amend amount of consideration to include outstanding realty taxes;
- (2) Address for service for Transferor;
- (3) Name(s) and title(s) of signing authorities for Transferor;
- (4) Name and address for service of Transferee;
- (5) Complete/amend land transfer tax statements;
- (6) Attach vesting order(s) to the document.

Each of SE and DWPV is further authorized to make any minor modifications or amendments as may be required by the land registrar.

Although SE or DWPV will electronically sign and register the Document on behalf of the entities set out below, I/we understand that the undersigned will be bound by the Document to the same extent as if such Document had been physically signed by the undersigned.

In the event of an investigation into a fraudulent registration, SE and DWPV are hereby authorized to release this Acknowledgement and Direction to the Director of Title for the Ministry of Government Services.

Each of SE and DWPV is hereby authorized and directed to electronically sign and register the Document on behalf of the undersigned.

This Acknowledgement and Direction may be signed in counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of an electronic copy of this Acknowledgement and Direction shall be deemed to be valid execution and delivery of this Acknowledgement and Direction, but the party delivering an electronic copy shall deliver an original copy of this Acknowledgement and Direction as soon as possible after delivering the electronic copy.

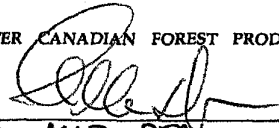
[signature page follows]

DATED as of this 1st day of October, 2010.

Transferor:

BOWATER CANADIAN FOREST PRODUCTS
INC.

By:


Name: AWEN DER
Title: VICE PRESIDENT

By:

Name:

Title:

I/We have authority to bind the Corporation

Transferee:

SAMSON BELAIR/DELOITTE & TOUCHE INC.,
as court-appointed receiver on behalf of 4513541
CANADA INC

By:


Name: PIERRE LAPORTE
Title: PRESIDENT

By:

Name:

Title:

I/We have authority to bind the Corporation

Properties

PIN 42080 - 0037 LT
Description NO DEALINGS INDICATOR ADDED MAY 4, 2009 - RE: INST. NO. KN25712 (COURT ORDER). PCL 42234 SEC DKF SURFACE RIGHTS ONLY; PT S PT LT 7 CON 6 VAN HORNE PT 1, 23R10369; T/W PT 2 & 3, 23R10369 AS IN LT273313; DISTRICT OF KENORA
Address DRYDEN

Consideration

Consideration \$ 0.00

Party From(s)

Name QUEBEC SUPERIOR COURT
Acting as a company
Address for Service c/o 1155 Metcalfe Street
Suite 800
Montreal, Quebec
H3B 5H2

Owner(s)**Capacity****Share**

Name 4513541 CANADA INC.
Acting as a company
Address for Service SAMSON BELAIR / DELOITTE & TOUCHE INC.
c/o Julie Montreux or Martin Franco
1 Place Ville-Marie, Suite 3000
Montréal (Quebec)
H3B 4T9

Statements

The applicant who is authorized by court order file no. 500-11-038133-094 dated 2010/09/10, which is still in full force and effect, applies to have the register amended as follows: all 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 4513541 Canada Inc. (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;

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 following charges:

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; and

Instrument No. KN26684 registered June 12, 2009 being a charge in the original 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.

In accordance with Instrument No. KN26471, the consent of the Quebec Superior Court has been obtained for the registration of this application.

Schedule: See Schedules

In accordance with registration KN25712 registered on 2009/04/23, the consent of Quebec Superior Court has been obtained for the registration of this document.

Calculated Taxes

Provincial Land Transfer Tax	\$5.00
Retail Sales Tax	\$0.00

File Number

Party From Client File Number: 0410531196

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 42080 - 0037 NO DEALINGS INDICATOR ADDED MAY 4, 2009 - RE: INST. NO. KN25712 (COURT ORDER). PCL 42234 SEC DKF SURFACE RIGHTS ONLY; PT S PT LT 7 CON 6 VAN HORNE PT 1, 23R10369; T/W PT 2 & 3, 23R10369 AS IN LT273313; DISTRICT OF KENORA

BY: QUEBEC SUPERIOR COURT

TO: 4513541 CANADA INC.

%(all PINs)

1. [INSERT NAME]

I am

- ☐ (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- ☒ (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- ☐ (c) A transferee named in the above-described conveyance;
- ☐ (d) The authorized agent or solicitor acting in this transaction for ____ described in paragraph(s) ____ above.
- ☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for ____ described in paragraph(s) ____ above.
- ☐ (f) A transferee described in paragraph ____ and am making these statements on my own behalf and on behalf of ____ who is my spouse described in paragraph ____ and as such, I have personal knowledge of the facts herein deposited to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	1,000.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	0.00
(ii) Given Back to Vendor	0.00
(c) Property transferred in exchange (detail below)	0.00
(d) Fair market value of the land(s)	0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	1,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property	0.00
(i) Other considerations for transaction not included in (g) or (h) above	0.00
(j) Total consideration	1,000.00

6. Other remarks and explanations, if necessary.

1. e) Other: In the event the net proceeds generated from the sale of the Property, or any portion thereof, to a third party or any receiver appointed in respect thereof exceed the Costs (being the costs of complying with any orders in respect of the Property under applicable environmental legislation and any costs which would have priority under the Companies' Creditors Arrangement Act and/or the Bankruptcy and Insolvency Act and the costs of any receiver appointed in respect of the Transferee) by an amount greater than \$X (such excess, an "Increase"), such Increase shall be added to the consideration and shall be payable by the Transferee to the Transferor. In addition, the Transferee agrees that in the event the whole or any portion of the Property is expropriated by a public authority pursuant to statutory authority and the sum paid to the Transferee in compensation for such expropriation exceeds the Costs by an amount greater than the Consideration, such excess shall be deemed an Increase and shall be added to the Consideration and shall be payable, on demand by the Transferee.

PROPERTY Information Record

A. Nature of Instrument: Application For Vesting Order
LRO 23 Registration No. Date:

B. Property(s): PIN 42080 - 0037 Address DRYDEN Assessment Roll No -

C. Address for Service: SAMSON BELAIR / DELOITTE & TOUCHE INC.
c/o Julie Montreux or Martin Franco
1 Place Ville-Marie, Suite 3000
Montréal (Quebec)
H3B 4T9

D. (i) Last Conveyance(s): PIN 42080 - 0037 Registration No.
(ii) Legal Description for Property Conveyed : Same as in last conveyance? Yes ☒ No ☐ Not known ☐

ACKNOWLEDGEMENT AND DIRECTION

TO: Stikeman Elliott LLP ("SE")

AND TO: Davies Ward Phillips & Vineberg ("DWPV")

RE: Indenture between Bowater Canadian Forest Products Inc. (the "Bowater"), as vendor, and 4513541 Canada Inc. (the "4513541"), as purchaser dated October 1st, 2010

AND RE: The lands and premises in the Land Registry Office for the Land Titles Division of Kenora legally described as PCL 42234 SEC DKF SRO; PT 5 PT 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) (the "Property")

AND RE: Mortgage of the Property granted by 4513541 to and in favour of Bowater

The undersigned hereby acknowledge having been advised by SE and DWPV that the Property is within a mandatory electronic registration district and that the document in the form attached hereto, being:

(a) Charge/Mortgage

(the "Document") will be electronically registered, without execution by the undersigned in the Land Registry Office for the Land Titles Division of Kenora (No. 23).

The undersigned hereby confirm(s) that I/we have reviewed the electronic form of Document and that the information contained therein is accurate.

Each of SE and DWPV is hereby authorized to insert the following information into the Document:

(1) Name(s) and title(s) of signing authorities signing on behalf of 4513541.

Each of SE and DWPV is further authorized to make any minor modifications or amendments as may be required by the land registrar.

Although SE or DWPV will electronically sign and register the Document on behalf of the entities set out below, I/we understand that the undersigned will be bound by the Document to the same extent as if such Document had been physically signed by the undersigned.

In the event of an investigation into a fraudulent registration, SE and DWPV are hereby authorized to release this Acknowledgement and Direction to the Director of Title for the Ministry of Government Services.

Each of SE and DWPV is hereby authorized and directed to electronically sign and register the Document on behalf of the undersigned.

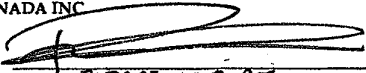
This Acknowledgement and Direction may be signed in counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same agreement. The delivery of an electronic copy of this Acknowledgement and Direction shall be deemed to be valid execution and delivery of this Acknowledgement and Direction, but the party delivering an electronic copy shall deliver an original copy of this Acknowledgement and Direction as soon as possible after delivering the electronic copy.

[signature page follows]

DATED as of this 1st day of October, 2010.

Borrower:

SAMSON BELAIR/DELOITTE & TOUCHE INC.,
as court-appointed receiver on behalf of 4513541
CANADA INC

By: 

Name: PIERRE LAPORTE
Title: PRESIDENT

By: _____

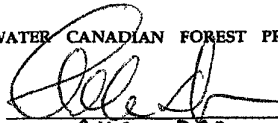
Name:

Title:

I/We have authority to bind the Corporation

Lender:

BOWATER CANADIAN FOREST PRODUCTS
INC.

By: 

Name: DMAN DRA
Title: VICE PRESIDENT

By: _____

Name:

Title:

I/We have authority to bind the Corporation

Properties

PIN 42080 - 0037 LT **Interest/Estate** Fee Simple
Description NO DEALINGS INDICATOR ADDED MAY 4, 2009 - RE: INST. NO. KN25712 (COURT ORDER). PCL 42234 SEC DKF SURFACE RIGHTS ONLY; PT S PT LT 7 CON 6 VAN HORNE PT 1, 23R10369; T/W PT 2 & 3, 23R10369 AS IN LT273313; DISTRICT OF KENORA
Address DRYDEN

Chargor(s)

The chargor(s) hereby charges the land to the chargee(s). The chargor(s) acknowledges the receipt of the charge and the standard charge terms, if any.

Name 4513541 CANADA INC.
Acting as a company
Address for Service SAMSON BELAIR / DELOITTE & TOUCHE INC.
c/o Julie Montreaux or Martin Franco
1 Place Ville-Marie, Suite 3000
Montréal (Quebec)
H3B 4T9

I, Pierre Laporte, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

Chargee(s)**Capacity****Share**

Name BOWATER CANADIAN FOREST PRODUCTS INC.
Acting as a company
Address for Service 1155 Metcalfe Street
Suite 800
Montreal, Quebec
H3B 5H2

Provisions

Principal \$ 500,000.00 **Currency** CDN
Calculation Period see schedule
Balance Due Date on demand
Interest Rate 0.0%
Payments
Interest Adjustment Date
Payment Date on demand
First Payment Date
Last Payment Date
Standard Charge Terms N/A
Insurance Amount full insurable value
Guarantor n/a

Additional Provisions

[attach schedule here]

File Number

Chargor Client File Number : 0410531196

SCHEDULE
ADDITIONAL PROVISIONS

1. **CHARGE**

As security for the payment of Principal Amount (as defined below) of lawful money of Canada, now due and owing by **4513541 Canada Inc.** (the "**Mortgagor**") to **Bowater Canadian Forest Products Inc.** (the "**Mortgagee**"), the Mortgagor hereby grants, mortgages, charges, pledges, assigns and conveys as and by way of a fixed and specific mortgage, charge, pledge, security interest and assignment to and in favour of the Mortgagee all of its right, title, estate and interest, present and future, in and to **ALL THOSE** pieces or parcels of land being situate at the Town of Dryden in the Province of Ontario more particularly described in Schedule "A" hereto (which Schedule forms part and parcel of this agreement) **TOGETHER WITH** all buildings and erections and personal property thereon and all appurtenances to the same belonging or in any way appertaining with the reversion and reversions, remainder and remainders, rents, issues and profits thereof and all the claim, property and demand, both at law and in equity, of the Mortgagor, of, in, to or out of the same or any part thereof **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 Mortgagor in connection with the ownership, use or occupation of the pieces or parcels of land (collectively hereinafter referred to as the "**Mortgaged Premises**") **TO HOLD** the same unto the Mortgagee, absolutely and forever, **SUBJECT** to the proviso for redemption contained in Paragraph 2 hereof.

"**Principal Amount**" means the maximum principal amount of \$500,000, plus all obligations, debts and liabilities owing or remaining unpaid by the Mortgagor to the Mortgagee from time to time, present and future, direct or indirect, absolute or contingent, matured or not, whenever and however incurred, as principal or surety, alone or jointly, whether otherwise secured or not, and arising under or in connection with the loan, plus all Costs, interest thereon at the Interest Rate.

"**Costs**" means all fees, costs, charges and expenses of any Lender Entity for or incidental to (i) collecting, enforcing and realizing on or under the Loan or this Mortgage, including any workout or modification of the loan or this Mortgage agreed to by the Mortgagee in its sole discretion; (ii) inspecting, protecting, securing, completing, insuring, repairing, equipping, taking and keeping possession of, managing, selling or leasing the Mortgaged Premises, including curing any defaults under or renewing any leasehold interest, and any other protective disbursements or just allowances which may be added to principal or otherwise secured by this Mortgage under all laws applicable thereto; (iii) appointing a receiver, receiver and manager or any other person(s) with similar powers (under this Mortgage, applicable laws or otherwise) and such person's fees and expenses (including all legal fees and disbursements and all agents' costs and expenses); (iv) obtaining any environmental audits or other inspections, tests or reports with respect to the Mortgaged Premises; (v) complying with any notices, orders, judgments, directives, permits, licenses, authorizations or approvals with respect to the Mortgaged Premises; (vi) performing the obligations of the Mortgagor under this Mortgage, including all fees, costs, charges and expenses incurred in removing any lien from title to the Mortgaged Premises which have been made, created, incurred or permitted to exist in breach of this Mortgage (whether or not having priority over the security thereof); (vii) all legal fees and disbursements in connection with each Loan on a full indemnity basis, and (viii) without limiting the foregoing, any other fees, costs, charges or

expenses payable or reimbursable to the Mortgagee under this Mortgage in respect of the loan or applicable laws, and including allowances for time, service, work or effort of the Mortgagee in connection with any of the foregoing matters. "**Costs**" include interest at the Interest Rate on all such fees, costs, charges and expenses from the date incurred until paid to the Mortgagee.

"**Interest Rate**" means the rate of interest per annum specified in this Mortgage which rate of interest shall be a nominal rate calculated monthly, not in advance, both before and after maturity, demand, default and judgment.

2. REPAYMENT

This Mortgage shall be void upon the Mortgagor paying in full the Mortgagee, or an agent of the Mortgagee to be designated from time to time, in lawful money of Canada all amounts that may be due or become due by the Mortgagor to the Mortgagee under the provisions of this Mortgage.

3. FIXTURES

The Mortgagor covenants and agrees that all erections and improvements, fixed or otherwise, now on or after the date of this Mortgage put on the Mortgaged Premises, including but without limiting the generality of the foregoing, all buildings, fences, heating, piping, plumbing, aerals, air-conditioning, ventilating, lighting and water heating equipment, and all apparatus and equipment appurtenant thereto, and all improvements, fixed or otherwise and even though not attached otherwise than by their own weight, are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the Mortgaged Premises and shall be a portion of the security for the amounts secured by this Mortgage.

4. COVENANTS

The Mortgagor covenants and agrees with the Mortgagee that:

- (a) **Covenant to Pay and Quiet Enjoyment on Default:** The Mortgagor will pay the Principal Amount in accordance with this Mortgage and on default the Mortgagee may enter and have quiet enjoyment of the Mortgaged Premises.
- (b) **Property Expenses:** intentionally deleted.
- (c) **Good Title and Right to Convey:** intentionally deleted;
- (d) **Liens and Construction:** intentionally deleted.
- (e) **Acceleration on Default:** In the event of default of payment of the Principal Amount, or on breach of any covenant or proviso in this Mortgage by the

Mortgagor, the whole of the Principal Amount remaining unpaid shall become due and payable, but the Mortgagee may waive their right to call in such Principal Amount and shall not be therefor debarred from subsequently asserting and exercising their right to call in the Principal Amount by reason of such waiver or by reason of any future default.

- (f) **Non-Merger:** The taking of a judgment on any covenant in this Mortgage shall not operate as a merger of any covenant in this Mortgage until such judgment shall have been fully paid and satisfied. And neither the taking of any judgment nor the exercise of any power of seizure or sale shall operate to extinguish the liabilities of the Mortgagor to make payment of the Principal Amount to the Mortgagee.

- (g) **Compliance with Laws:** intentionally deleted.

5. SALE BY MORTGAGOR

Intentionally deleted.

6. OBLIGATIONS SURVIVE SALE

The Mortgagor agrees that no sale or other dealing by the Mortgagor with the Mortgaged Premises or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of all monies secured by this Mortgage.

7. RIGHTS ON DEFAULT

The Mortgagor shall not make demand for payment of any amounts owing under hereunder except following the occurrence of an event of default of payment or on breach of any covenant or proviso in this Mortgage. In the event of default of payment of the Principal Amount, or on breach of any covenant or proviso in this Mortgage by the Mortgagor, the Mortgagee, its inspector or agent may at such time or times as the Mortgagee may deem necessary and without the concurrence of any other person enter upon the Mortgaged Premises and may make such arrangements for completing the construction of, repairing or putting in order any buildings or other improvements on the Mortgaged Premises, or for inspecting, examining title, taking care of, leasing, collecting the rents of, and generally managing the Mortgaged Premises as it may deem expedient, and all reasonable costs, charges and expenses including allowances for the time and service of any employee of the Mortgagee or other person appointed for the above purposes shall be forthwith payable to the Mortgagee and be a charge on the Mortgaged Premises. The Mortgagee shall not be the agent or attorney of the Mortgagor by reason of the Mortgagee's entry into possession of the Mortgaged Premises or any part thereof or by anything that may be done by virtue of this Section 7, or be liable to account as Mortgagee or as Mortgagor in possession for anything except actual receipts.

8. POWER OF SALE

In the event of default of payment of the Principal Amount, or on breach of any covenant or proviso in this Mortgage by the Mortgagor, the Mortgagee may sell the Mortgaged Premises in accordance and complying with the provisions of the *Mortgage Act*, R.S.O. 1990, c. M.40 as amended pertaining to the sale by a mortgagee of mortgaged premises with or without entering into possession of the Mortgaged Premises.

9. NO PREJUDICE FROM FAILURE TO ENFORCE RIGHTS

No failure by the Mortgagee to enforce at any time or from time to time any of its rights under this Mortgage shall prejudice such rights or any other rights of the Mortgagee and no performance or payment by the Mortgagee in respect of any breach or default of the Mortgagor shall relieve the Mortgagor from any such breach or default under this Mortgage; and no waiver at any time or from time to time of any such rights of the Mortgagee shall prejudice such rights in the event of any future default or breach.

10. MORTGAGEE'S EXPENSES

Intentionally deleted.

11. DISCHARGE

Intentionally deleted.

12. COMMITMENT LETTER AND ASSIGNMENT BY MORTGAGEE

The provisions set forth in any other agreement between the Mortgagor and the Mortgagee relating to the indebtedness secured by this Mortgage will not merge with this Mortgage but shall survive the execution, delivery and registration of this Mortgage. This Mortgage is in addition to and not in substitution for any security, and shall not in any way affect any other security, now or hereafter held by the Mortgagor for all or any part of the Principal Amount.

The Mortgagor acknowledges that the Mortgagee may transfer or assign this Mortgage without notice to the Mortgagor.

13. SEVERABILITY OF ANY INVALID PROVISIONS

If at any time any provision of this Mortgage is illegal or invalid under or inconsistent with the provisions of any applicable statute, regulation thereunder or other applicable law or would by reason of the provisions of any such statute, regulation or other applicable law render the Mortgagee unable to collect the amount of any loss sustained by it as a result of making the loan secured by this Mortgage which it would otherwise be able to collect under such statute, regulation or other applicable law then such provision shall not apply and shall be construed so

as not to apply to the extent that it is so illegal, invalid or inconsistent or would so render the Mortgagee unable to collect the amount of any such loss.

14. LAND REGISTRATION REFORM ACT

Wherever the words "Mortgagor", "Mortgagee", and "Mortgage" appear in this Mortgage, they shall be deemed and construed to respectively mean "chargor", "charge", and "charge" respectively, as such terms are defined in the *Land Registration Reform Act* (Ontario).

The parties hereto agree that the covenants deemed to be included in this Mortgage by Section 7(1)1 and 7(1)2 of the *Land Registration Reform Act* (Ontario), as varied herein, shall be in addition to and not in substitution for the covenants and other provisions set forth in this Mortgage. In the event of any conflict between any of such implied covenants, as varied herein, and any other covenant or provision of this Mortgage, such other covenant or provision of this Mortgage shall prevail.

15. HEADINGS

The paragraph headings in this Mortgage are inserted for convenience of reference only and are deemed not to form part of this Mortgage and are not to be considered in the construction or interpretation of this Mortgage or any part thereof.

16. INTERPRETATION

In this Mortgage the expression "the Mortgagor" includes the successors and assigns of the Mortgagor and the expression the "Mortgagee" includes the successors and assigns of the Mortgagee, and words in the singular include the plural and words in the plural include the singular, and words importing the masculine gender include the feminine and neuter genders where the context so requires. Furthermore, all rights, advantages, privileges, immunities, powers and things hereby secured to the Mortgagee are equally secured to and exercisable by its successors and assigns.

17. NOTICES

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

4513541 Canada Inc.
Samson Belair/Deloitte & Touche
c/o Julie Montreux or Martin Franco
1 Place Ville-Marie
Suite 3000

Montreal, Quebec
H3B 4T9

And if to the Mortgagee:

Bowater Canadian Forest Products Inc.
1155 Metcalfe Street, Suite 800
Montreal, Quebec
H3B 5H2

Att: Jacques Vachon & Mélanie Allaire

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.

18. GOVERNING LAW

This Mortgage shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of Ontario.

Schedule "A"

In the Town of Dryden, Province of Ontario, Land Registry Office for the Land Titles Division of Kenora, PCL 42234 SEC DKF SRO; PT S PT 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)

TO: Assistant Deputy Minister
Audit, Inspection and
Resource Taxes Branch
Compliance Programs Division
Ministry of Revenue
P.O. Box 625
33 King Street West
Oshawa, Ontario L1H 8H9

IN THE MATTER OF the Land Transfer Tax Act, R.S.O. 1990, c. L.6.

AND IN THE MATTER OF a conveyance:

From: BOWATER CANADIAN FOREST PRODUCTS INC.

To: 4513541 CANADA INC.

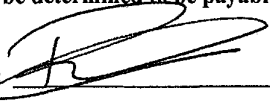
Of (insert property description or municipal address(es)):

PCL 42234 SEC DKF SRO; PT S PT 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).

In consideration of the acceptance by the Land Tax Section of tax based upon a tentative value of consideration of \$1,000 (plus assumption of all outstanding realty taxes in the amount of \$0 as at September 24, 2010) we hereby undertake as follows:

1. To present such documentation, accounting records and other information relating to the facts and circumstances of the transaction as may be necessary to enable the Land Tax Section to reach a decision as to the value of the consideration for the purpose of the Land Transfer Tax Act.
2. To pay such Land Transfer Tax (or further Land Transfer Tax) as may be exigible, together with interest thereon as provided by the Statute, following perusal of such evidence, and to deliver an amended Land Transfer Tax Affidavit in respect of any such tax.

This undertaking stands as security for any additional tax that may be payable and does not prohibit the Minister from issuing an assessment for the tax that may subsequently be determined to be payable.

SIGNED BY:  **DATE:** October 1st, 2010

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

**1 Place Ville Marie, Suite 3000
Montreal, Quebec
H3B 4T9
Attention: Julie Montreux or Martin Franco**

TELEPHONE NUMBER: 514-393-7115

STATEMENT OF ADJUSTMENTS

Executed in connection with the Indenture entered into by Bowater Canadian Forest Products Inc., as vendor (the "**Vendor**"), and 4513541 Canada Inc., as purchaser (the "**Purchaser**"), on the date hereof in respect of the property mentioned in Schedule "A" attached hereto.

	Purchaser owes	Vendor owes
PURCHASE PRICE	<u>\$1,000.00</u>	
ADJUSTMENTS		
- Property Taxes	\$29.35	
TOTAL OF ADJUSTMENTS	<u>\$29.35</u>	
NET TOTAL OF ADJUSTMENTS	<u>\$29.35</u>	
PURCHASE PRICE WITH ADJUSTMENTS	<u>\$1,029.35</u>	

PURCHASE PRICE WITH ADJUSTMENTS (SEE ABOVE)	<u>\$1,029.35</u>	
NET TOTAL OF AMOUNT OWED BY PURCHASER AT CLOSING	<u>\$1,029.35</u>	

Should any errors or omissions exist with respect to the adjustments herein contained, the parties shall immediately correct and/or amend this adjustment sheet between themselves as at the date of adjustment. If other adjustments become necessary, they shall be made retroactively as of the date hereof.

SIGNED on October 1, 2010.

**BOWATER CANADIAN FOREST PRODUCTS
INC.**

Per: 
Name: Allen Dea
Title: Vice-President

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

Per: 
Name: Pierre Laporte
Title: President

SCHEDULE "A"

PROPERTY

In the Town of Dryden, Province of Ontario, Land Registry Office for the Land Titles Division of Kenora, PCL 42234 SEC DKF SRO; PT S PT 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)

Exhibit R-5

THIS INDENTURE made at Montreal, Quebec, Canada
the 18th day of November, 2010.

AMONG:

ABITIBI-CONSOLIDATED INC., a body corporate organized and existing under the laws of Canada and registered to carry on undertakings in the Province of Ontario (hereinafter called the “**Vendor**”)

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 Ontario

(hereinafter referred to as the “**Purchaser**”, and together with the Vendor, the “**Parties**”)

of the other part

WHEREAS on or about June 10, 1971, the Ontario-Minnesota Pulp and Paper Company Limited, a predecessor company to the Nominee, acquired certain lands and premises, including the hereinafter described pieces or parcels of land being situate at the Town of Kenora, in the Province of Ontario and being more particularly described in Schedule “C” hereto annexed (the “**Lands**”);

AND WHEREAS as at the date hereof, the Vendor is the owner the Lands;

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

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the Property (as hereinafter defined) 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 Vendor has 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 Receivership Order in respect of 4513541 Canada Inc.* authorizing the transaction;

AND WHEREAS upon the vesting order attached as Schedule "A" hereto annexed having been rendered by the Court, the Property (as hereinafter defined) shall, in accordance with 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 Vendor for unpaid property taxes in the amount of \$14,882.06 to and including November 30, 2010 (including any penalties and interest charges relating thereto);

(b) the sum of \$1,000, which shall be paid by the Purchaser in favour of the Vendor on the date of closing of the within conveyance (the "**Closing Date**") (the receipt and sufficiency of which sum is hereby acknowledged by the Vendor) (being collectively the "**Purchase Price**"); and

(c) the Principal Amount (as defined in the Purchaser Note) pursuant to the Purchaser Note (as hereinafter defined)), which shall be paid by the Purchaser in favour of the Vendor by the issuance of a non-interest bearing promissory note substantially in the form attached as Schedule "B" hereto (the "**Purchaser Note**") (the receipt and sufficiency of which sum is hereby acknowledged by the Vendor)

on the Closing Date and delivered by the Purchaser to the Monitor on the Closing Date;

The Vendor hereby sells, assigns and conveys to the Purchaser **all right, title, and interest of the Vendor in** the Lands **TOGETHER WITH** all buildings, erections and personal property thereon and all appurtenances to the same belonging or in any way appertaining with the reversion and reversions, remainder and remainders, rents, issues and profits thereof 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 Vendor in connection with the ownership, use or occupation of the pieces or parcels of land (collectively hereinafter referred to as the “Property”) **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 and have the terms and conditions agreed upon from time to time by the Vendor and the Purchaser, including the following: (a) any amounts owing to the Vendor under the Purchaser Note shall be paid out of the actual net proceeds generated by the sale by

the Purchaser, or any receiver appointed in respect thereof, of the Property (or any portion thereof) to a third party and any such amounts paid to the Vendor shall, until the issuance of directions by the Court with respect thereof, be remitted to the Monitor; and (b) the Vendor's recourses for any principal owed under the Purchaser Note shall be limited to the Property (or the proceeds from the sale thereof or the sums paid in relation to the expropriation thereof) and shall be subordinated to (i) the costs of complying with any orders issued in respect of the Property (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 Property. Subject to the above-mentioned subordination, the Purchaser Note shall be secured in favor of the Vendor by a general security agreement to be registered under the *Personal Property Security Act* (Ontario) and a registered vendor take-back 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 Vendor and their successors and assigns as follows:

- 2.1. the Purchaser acknowledges that the conveyance of the Property herein conveyed and every part thereof is being made on an "as is, where is" basis with no representation

or warranty, express, implied, statutory, oral or written, or otherwise in respect of the Property, including those as to the condition thereof or with respect to compliance with laws, rules, regulations, orders or requirements to which the Property are subject including, but not limited to, those pertaining to hazardous substances, or of performance, merchantability, the status of permitting, fitness for a particular purpose, suitability, non-infringements, ownership, usage, or otherwise.

- 2.2. the Property herein conveyed and any part thereof, 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 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 Vendor 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.

- 3.2. *Planning Act.* The subdivision control provisions of the *Planning Act* (Ontario) have been complied with by the Vendor to and including the Closing Date. The Vendor hereby covenants to proceed diligently at the Vendor's sole expense to obtain any necessary consent on or before Closing, if required.

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 Property in its 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, land transfer tax, and registration fees thereof;
- 4.3. assume the payment of all taxes, utility charges, local improvements, water and assessment rates, the cost of fuel and any other items normally adjusted between a vendor and a purchaser of similar properties, as applicable, in connection with the Property as of and from the Closing Date;
- 4.4. self-assess and remit all harmonized sales tax on the Property on the Closing Date in compliance with the requirements of the *Excise Tax Act*, R.S.C. 1985, C. E-15, as amended, and that its registration number is _____.

5. MISCELLANEOUS

- 5.1. The Vendor represents and warrants within the meaning of the *Family Law Act* (Ontario), that the Property have never been occupied by any of the directors, officers, or shareholders of the Vendor or their spouses, as a family residence.

6. 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.
Samson Belair/Deloitte & Touche Inc.
c/o Julie Montreux or Martin Franco
1 Place Ville-Marie
Suite 3000
Montreal, Quebec
H3B 4T9

And if to the Vendor:

1155 Metcalfe Street, Suite 800
Montreal, Quebec
H3B 5H2

Att: Jacques Vachon & Mélanie Allaire

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.

7. GOVERNING LAW

7.1. The present Indenture shall be governed by and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

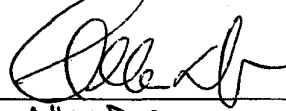
8. SCHEDULES

The following documents are attached hereto:

- 8.1. Schedule "A": Vesting Order
- 8.2. Schedule "B": Purchaser Note
- 8.3. Schedule "C": Legal Description of the Property

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

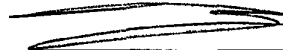
ABITIBI-CONSOLIDATED INC.



Per: Allen Dea

Per: _____

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



Per: MARTIN FRANCO

Per: _____

SCHEDULE "A": Vesting Order

See attached.

SCHEDULE "B": Purchaser Note

See attached.

SCHEDULE "C": Legal Description of the Property

In the Town of Kenora, Province of Ontario, Land Registry Office for the Land Titles Division
of Kenora known as the Margach Landfill, being those lands described as follows:

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)

Exhibit R-6

THIS INDENTURE made at Montréal, Canada
the 3rd day of December, 2010.

AMONG:

ABITIBI-CONSOLIDATED INC., a body corporate organized and existing under the laws of Canada and registered to carry on undertakings in the Province of Ontario (hereinafter called the "**Vendor**")

of the first 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 Ontario

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

of the other part

WHEREAS on or about June 6, 1927, a predecessor company to the Vendor, acquired certain lands and premises, including the hereinafter described pieces or parcels of land being situate at the Town of Kenora, in the Province of Ontario and being more particularly described in Schedule "C" hereto annexed (the "**Lands**");

AND WHEREAS as at the date hereof, the Vendor is the owner of the Lands;

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

AND WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase the Property (as hereinafter defined) for the consideration hereinafter appearing on an "as is, where

Kenora Mud Lake Landfill

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 Vendor has 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 Receivership Order in respect of 4513541 Canada Inc.* authorizing the transaction.

AND WHEREAS upon the vesting order attached as Schedule “A” hereto annexed having been rendered by the Court, the Property (as hereinafter defined) shall, in accordance with 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 Vendor for unpaid property taxes in the amount of \$11,207.39 up to and including December 3, 2010 (including any penalties and interest charges relating thereto);

(b) the sum of \$1,000, which shall be paid by the Purchaser in favour of the Vendor on the date of closing of the within conveyance (the "**Closing Date**") (the receipt and sufficiency of which sum is hereby acknowledged by the Vendor); and

(c) the Principal Amount (as defined in the Purchaser Note) pursuant to the Purchaser Note (as hereinafter defined)), which shall be paid by the Purchaser in favour of the Vendor by the issuance of a non-interest bearing promissory note substantially in the form attached as Schedule "B" hereto (the "**Purchaser Note**") (the receipt and sufficiency of which sum is hereby acknowledged by the Vendor) on the Closing Date and delivered by the Purchaser to the Monitor on the Closing Date (collectively, (a) through (c) inclusive above referred to herein as the "**Purchase Price**");

The Vendor hereby sells, assigns and conveys to the Purchaser **all right, title, and interest of the Vendor in** the Lands **TOGETHER WITH** all buildings, erections and personal property thereon and all appurtenances to the same belonging or in any way appertaining with the reversion and reversions, remainder and remainders, rents, issues and profits thereof 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 Vendor in connection with the ownership, use or occupation of the pieces or parcels of land (collectively hereinafter referred to as the "Property") **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 and have the terms and conditions agreed upon from time to time by the Vendor and the Purchaser, including the following: (a) any amounts owing to the Vendor under the Purchaser Note shall be paid out of the actual net proceeds generated by the sale by the Purchaser, or any receiver appointed in respect thereof, of the Property (or any portion thereof) to a third party and any such amounts paid to the Vendor shall, until the

issuance of directions by the Court with respect thereof, be remitted to the Monitor; and (b) the Vendor's recourses for any principal owed under the Purchaser Note shall be limited to the Property (or the proceeds from the sale thereof or the sums paid in relation to the expropriation thereof) and shall be subordinated to (i) the costs of complying with any orders issued in respect of the Property (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 Property. Subject to the above-mentioned subordination, the Purchaser Note shall be secured in favor of the Vendor by a general security agreement to be registered under the *Personal Property Security Act* (Ontario) and a registered vendor take-back 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 Vendor and their successors and assigns as follows:

- 2.1. the Purchaser acknowledges that the conveyance of the Property herein conveyed and every part thereof is being made on an "as is, where is" basis with no representation or warranty, express, implied, statutory, oral or written, or otherwise in respect of the Property, including those as to the condition thereof or with respect to compliance with

laws, rules, regulations, orders or requirements to which the Property are subject including, but not limited to, those pertaining to hazardous substances, or of performance, merchantability, the status of permitting, fitness for a particular purpose, suitability, non-infringements, ownership, usage, or otherwise.

- 2.2. the Property herein conveyed and any part thereof, 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 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 Vendor 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.
- 3.2. *Planning Act.* The subdivision control provisions of the *Planning Act* (Ontario) have been complied with by the Vendor to and including the Closing Date. The Vendor

hereby covenants to proceed diligently at the Vendor's sole expense to obtain any necessary consent on or before Closing, if required.

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 Property in its 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, land transfer tax, and registration fees thereof;
- 4.3. assume the payment of all taxes, utility charges, local improvements, water and assessment rates, the cost of fuel and any other items normally adjusted between a vendor and a purchaser of similar properties, as applicable, in connection with the Property as of and from the Closing Date;
- 4.4. self-assess and remit all harmonized sales tax on the Property on the Closing Date in compliance with the requirements of the *Excise Tax Act*, R.S.C. 1985, C. E-15, as amended, and that its registration number is 817017429.

5. **MISCELLANEOUS**

- 5.1. The Vendor represents and warrants within the meaning of the *Family Law Act* (Ontario), that the Property have never been occupied by any of the directors, officers, or shareholders of the Vendor or their spouses, as a family residence.

6. **NOTICES**

Any notice given under this Indentures 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.
Samson Belair/Deloitte & Touche Inc.
c/o Julie Montreux or Martin Franco
1 Place Ville-Marie
Suite 3000
Montreal, Quebec
H3B 4T9

And if to the Vendor:

1155 Metcalfe Street, Suite 800
Montreal, Quebec
H3B 5H2

Att: Jacques Vachon & Mélanie Allaire

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.

7. **GOVERNING LAW**

7.1. The present Indenture shall be governed by and in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Kenora Mud Lake Landfill

8. **SCHEDULES**

The following documents are attached hereto:

- 8.1. Schedule "A": Vesting Order
- 8.2. Schedule "B": Purchaser Note
- 8.3. Schedule "C": Legal Description of the Property

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

ABITIBI-CONSOLIDATED INC.



Per: Allen Dea

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



Per: MARTIN FRANCO

SCHEDULE "A": Vesting Order

See attached.

SCHEDULE "B": Purchaser Note

See attached.

SCHEDULE "C": Legal Description of the Property

In the Town of Kenora, Province of Ontario, Land Registry Office for the Land Titles Division of Kenora known as the Mud Lake Landfill, being those lands described as follows:

FIRSTLY: 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)

SECONDLY: 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).

Exhibit R-7

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	22-Janvier-2011	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	22-Janvier-2011	19-Janvier-2011
British Colombia	Appel d'offres Abitibi fr_ang.doc	All sites	Vancouver	Vancouver Sun	22-Janvier-2011	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-8

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 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 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.

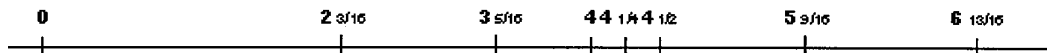
SAMSON BÉLAIR/DELOITTE & TOUCHE INC.,
en sa qualité de séquestre aux actifs de 4513541 Canada Inc.

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

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.

Deloitte.

Samson Bélair/Deloitte & Touche

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

 **CMG COMMUNICATIONS INC.**
Gourteau - Cabral

ESTIMATION: _____ \$ + TAXES

S.V.P. faxez votre approbation
au (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 MÉDIAS - STUDIO DE CRÉATION
Adm. Pub.: Susje 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
Tel.: 514-393-7115 • Fax: 514-390-4103

 **CMG COMMUNICATIONS INC.**
courteau - gabral

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

☐ Réserve

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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
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

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

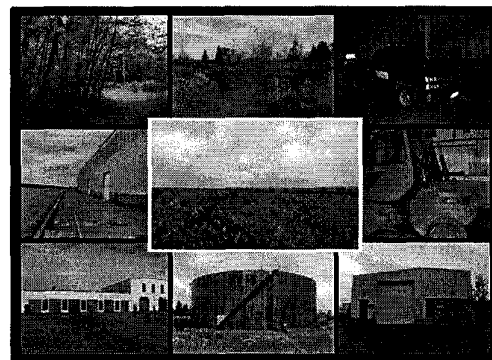
4513541 Canada Inc.

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-9

De: Macri, Robert (CA - Montreal) [rmacri@deloitte.ca]
Envoyé: Tuesday, January 11, 2011 1:51 PM
À: mario.faieta@ontario.ca
Cc: leonard.marsello@ontario.ca; Boutin, Marc-Andre; Franco, Martin (CA - Montreal); Morteux, Julie (CA - Montreal)
Objet: Solicitation of offers by the Receiver of 4513541 Canada Inc.
Pièces jointes: Ontario.pdf; ON- InformationMemorandum.pdf

Dear Mr. Faieta

As you know, Samson Bélair/Deloitte & Touche Inc. 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 three properties of the Debtor which are situated in the Province of Ontario, namely the Mud Lake and Margach landfills situated in the City of Kenora and the Dryden landfill (the "Ontario Properties"). 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 Ontario Properties. 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 Ontario have any suggestions or leads as to parties who may be potentially interested to make an offer on one of the Ontario Properties, the Receiver would greatly appreciate being advised as soon as possible. The Receiver intends to use its best efforts to find a purchaser for each of these properties 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

Confidentiality Warning: This message and any attachments are intended only for the use of the intended recipient(s), are confidential, and may be privileged. If you are not the intended recipient, you are hereby notified that any review, retransmission, conversion to hard copy, copying, circulation or other use of this message and any attachments is strictly prohibited. If

3/17/2011

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Samson Bélair/Deloitte & Touche Inc.
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January 11, 2011

By email

Mr. Mario Faieta, Counsel
Ministry of the Environment
Legal Services Branch
10th Floor
135 St Clair Avenue West
Toronto, ON M4V 1P5

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

Dear Mr. Faieta:

As you know, Samson Bélair/Deloitte & Touche Inc. 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.

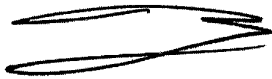
In that regard, we wanted to advise you that the Receiver intends to publish, some time this coming January, advertisements and notices in various newspapers soliciting offers in respect of the three properties of the Debtor which are situated in the Province of Ontario, namely the Mud Lake and Margach landfills situated in the City of Kenora and the Dryden landfill (the **“Ontario Properties”**). 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 Ontario Properties. 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 Ontario have any suggestions or leads as to parties who may be potentially interested to make an offer on one of the Ontario Properties, the Receiver would greatly appreciate being advised as soon as possible. The Receiver intends to use its best efforts to find a purchaser for each of these properties 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. Leonard F. Marsello, Counsel

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
(ONTARIO) & EXHIBITS**

ORIGINAL

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

DAVIES

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