

**<RECEIVER/PETITIONER'S>ORDER
(MOTION TO ABANDON PROPERTIES<
(- QUÉBEC)
(MOTION #904)**

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

FOR THESE REASONS, THE COURT:¶

- [1] **GRANTS the Motion;**
- [2] **ORDERS** that, upon the expiry of a delay of 10 days from the date of the <order to be rendered pursuant to this Motion> **present Order** (the “**Effective Date of Abandonment**”), the immovable properties described at **Exhibits R-1** and **R-2** to th<is>e 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] **ORDERS** 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)> **Order** 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)> **Order** 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] **ORDERS** 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>~~ **this Order** shall not, in and of itself, give rise to any liability on the part of the Receiver;

[5] **ORDERS** that no dispute between any person, including, without limitation, the Provincial Crown, the Federal Crown, any municipal body and 4513541 Canada Inc. as to the ownership, control or custody of the Abandoned Property after the Effective Date of Abandonment shall have any effect on the Discharge hereby granted to the Receiver;

[6] **ORDERS** the provisional execution of ~~<the order to be rendered pursuant to>~~ this ~~<Motion>~~ **Order** notwithstanding appeal and without the necessity of furnishing any security;

[7] **AUTHORIZES** the Receiver, shall it deem it appropriate, to register against title ~~<the order to be rendered pursuant to>~~ this ~~<Motion>~~ **Order**;

~~<[8] RENDER any other order that this Court may deem just and appropriate in the circumstances;>~~

[8] <THE WHOLE WITHOUT COSTS<, save in case of contestation>.¶

~~<March _____, 2011~~

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

Clément Gascon, J.S.C.

<-><+><->

DRAFT

<CANADA>

<PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

No. : 500-11-036133-094>

<SUPERIOR COURT

Commercial Division>

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

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

<ABITIBIBOWATER INC.>

<and>

<ABITIBI CONSOLIDATED INC.>

<and>

<BOWATER CANADIAN HOLDINGS INC.>

<and>

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

<Debtors>

<and>

<ERNST & YOUNG INC.>

<Monitor>

<and>

<SAMSON BÉLAIR/DELOITTE & TOUCHE
INC.>

<Receiver/Petitioner>

<AFFIDAVIT OF MARTIN FRANCO>

<->3<->

<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 (Québec)* are true.¶>

<¶>

<AND I HAVE SIGNED

MARTIN FRANCO¶>

<¶>

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

Commissioner for oaths¶>

<¶>

<¶>

<¶>

<¶>

<CANADA>

<PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL

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<and>

<ERNST & YOUNG INC.>

<Monitor>

<and>

<SAMSON BÉLAIR/DELOITTE & TOUCHE
INC.>

<Receiver/Petitioner>

<

NOTICE OF PRESENTATION>

<-><5><->

<¶>

<¶>

<TO : SERVICE LIST¶>

<¶>

<TAKE NOTICE that the *Receiver/Petitioner's Motion to Abandon Properties (Québec)* 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_____, 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

<->6<->

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

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