

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
(QUÉBEC)**

**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 1st, 2010, this Court authorized and approved the transfer to 4513541 of landfills of certain of the Debtors situated in the Province of Québec and known as:
 - (a) “Pointe-aux-Outardes (current)”; and
 - (b) “Pointe-aux-Outardes (former)”,(the “**Unsold Québec Non-Core Properties**”), as appears from the record of this Court.
8. Copies of the legal descriptions of the Unsold Québec Non-Core Properties are attached as **Exhibits R-1** and **R-2** to this Motion.
9. The transfer of the Unsold Québec Non-Core Properties was subsequently completed by way of separate deeds of sale executed between the relevant Debtors and 4513541 on October 1, 2010. Copies of these deeds of sale are attached as **Exhibits R-3** and **R-4** to this Motion.
10. As a result of the transfer of the Non-Core Properties, including the Unsold Québec 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 Unsold Québec 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 Unsold Québec 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-5** to this Motion. A sample of the notices and “teasers” published in these newspapers and trade publications is attached *en liasse* as **Exhibit R-6** 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 Québec, 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 Ministère du Développement durable, de l'Environnement et des Parcs of Québec dated January 11, 2011 is attached as **Exhibit R-7** to this Motion.
16. Despite the best efforts of the Receiver, no bids were received in respect of the Unsold Québec Non-Core Properties.

IV. FUNDING AND EXPENSES OF THE RECEIVER

17. 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 Unsold Québec Non-Core Properties.

V. ABANDONMENT SOUGHT BY THE RECEIVER

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

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

WHEREFORE, MAY IT PLEASE THIS COURT TO:

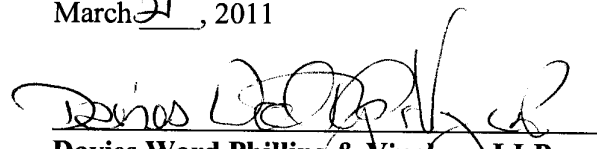
- [1] **GRANT** this Motion of the Receiver/Petitioner, Samson Bélair/Deloitte & Touche Inc. (the “**Receiver**”), to abandon properties (Québec) (the “**Motion**”);
- [2] **ORDER** that, upon the expiry of a delay of 10 days from the date of the order to be rendered pursuant to this Motion (the “**Effective Date of Abandonment**”), the immovable properties described at **Exhibits R-1 and R-2** 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

Commercial Division

(Sitting as a court designated pursuant to the
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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"
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Debtors

and

ERNST & YOUNG INC.

Monitor

and

SAMSON BÉLAIR/DELOITTE & TOUCHE
INC.

Receiver/Petitioner

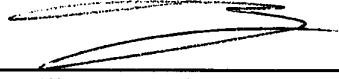
AFFIDAVIT OF MARTIN FRANCO

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

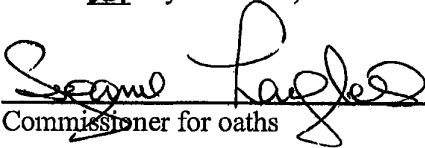
1. I am a Senior Vice-President of Samson Bélair/Deloitte & Touche Inc., the Receiver/Petitioner herein and am duly authorized to sign the present Affidavit;

2. All the facts alleged in the attached *Receiver/Petitioner's Motion to Abandon Properties (Québec)* are true.

AND I HAVE SIGNED


MARTIN FRANCO

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


Commissioner for oaths



CANADA

**PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL**

No. : 500-11-036133-094

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Commercial Division

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and

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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

NOTICE OF PRESENTATION

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 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
(QUÉBEC), AFFIDAVIT, NOTICE OF
PRESENTATION, SCHEDULES A, B & C**

ORIGINAL

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

DAVIES

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

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

CANADA

**PROVINCE OF QUEBEC
DISTRICT OF MONTRÉAL**

No. : 500-11-036133-094

SUPERIOR COURT

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Monitor

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

Receiver/Petitioner

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

Exhibit R-1: Copy of the legal description for the landfill known as "Pointe-aux-Outardes (current)";

- Exhibit R-2:** Copy of the legal description for the landfill known as “Pointe-aux-Outardes (former)”;
- Exhibit R-3:** Copy of a deed of sale executed between Abitibi-Consolidated Company of Canada and 4513541 October 1, 2010 with respect to “Pointe-aux-Outardes (current)” landfill;
- Exhibit R-4:** Copy of a deed of sale executed between Abitibi-Consolidated Company of Canada and 4513541 October 1, 2010 with respect to “Pointe-aux-Outardes (former)” landfill;
- Exhibit R-5:** List of the newspapers and trade publications in which the Receiver published the notices and “teasers”;
- Exhibit R-6:** Samples of the notices published in the newspapers and of the teasers published in trade publications, *en liasse*;
- Exhibit R-7:** Copy of an email correspondence from the Receiver to counsel for the Ministère du Développement durable, de l’Environnement et des Parcs of Québec dated January 11, 2011 (with partial enclosures).

March 21, 2011

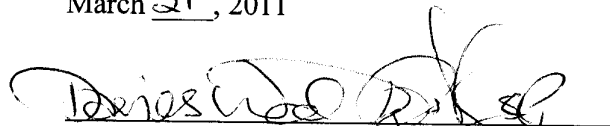

Davies Ward Phillips & Vineberg LLP
Attorneys for the Receiver/Petitioner

Exhibit R-1

LEGAL DESCRIPTION (Pointe-aux-outardes (current))

**ARTICLE 1
SALE AND ASSIGNMENT**

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

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

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

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

Exhibit R-2

LEGAL DESCRIPTION (Pointe-aux-outardes (former))

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

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

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

Exhibit R-3

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DEED OF SALE

MADE as of this 1st day of October, 2010 (hereinafter referred to as the "Effective Date")

APPEARED:

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

(hereinafter called the "Vendor");

AND:

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

(hereinafter called the "Purchaser");

WHO HAVE DECLARED AND AGREED AS FOLLOWS :

ARTICLE 1 SALE AND ASSIGNMENT

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

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

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

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

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

ARTICLE 2 POSSESSION

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

ARTICLE 3 "AS IS, WHERE IS" SALE

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

ARTICLE 4 TRANSFER OF RISKS

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

ARTICLE 5 VENDOR'S RESIDENCY STATUS

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

ARTICLE 6 PURCHASER'S OBLIGATIONS

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

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

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

ARTICLE 7 ADJUSTMENTS

Subject to the assumption by the Purchaser of real estate taxes referred to in Article 8, the Purchaser and the Vendor hereto declare that they have made the usual adjustments as of the Effective Date and if other adjustments become necessary, they shall be made as of the same date.

ARTICLE 8 PRICE

This sale is made for and in consideration of a purchase price of one thousand dollars (\$1,000.00) (the "Purchase Price"), whereof quit, the assumption by the Purchaser of liability for unpaid real estate taxes in the amount of one dollar and thirty-six cents (\$1.36) in respect to the period prior to the Effective Date and for other good and valuable considerations.

ARTICLE 9 TAX PROVISIONS

- 9.1 It is understood and agreed by the Vendor and the Purchaser that the Purchase Price does not include the goods and services tax ("GST") or the Québec sales tax ("QST"), payment of which taxes shall be the sole responsibility of the Purchaser;
- 9.2 The Vendor and the Purchaser declare that the Property is not residential complex, as defined in the *Excise Tax Act* (Canada) ("ETA") and in the *Act respecting the Québec Sales Tax* ("QSTA").
- 9.3 The Purchaser declares and warrants to the Vendor that:
 - 9.3.1 It is duly registered under the provisions of the ETA, that its registration number in relation with the GST is 817017429 RT0001 and that said registration has not been cancelled nor terminated;
 - 9.3.2 It is duly registered under the provisions of the QSTA, that its registration number in relation with the QST is 1216779491 TQ 0001 and that said registration has not been cancelled nor terminated;
 - 9.3.3 It has acquired the Property for use exclusively in its commercial activities;
- 9.4 The Vendor declares that it is duly registered under the ETA (registration number 88879 1241 RT0001) and under the QSTA (registration number 1020361006 TQ0001).

- 9.5 Each of the Vendor and the Purchaser declares that the present sale is a taxable supply and that the GST and QST payable in respect thereof is subject to subsections 221(2), 228(4) and 228(6) of the ETA and to Sections 423, 438 and 441 of the QSTA and, consequently, the Vendor is not required to collect same in respect thereof, the Purchaser being liable for the payment of the GST and QST in respect thereof.
- 9.6 The Purchaser shall self-assess and remit to the appropriate governmental authority all GST and QST which is payable under the ETA and QSTA in connection with the transfer of the Property, all in accordance with the ETA and QSTA.
- 9.7 The Purchaser shall indemnify and hold harmless the Vendor from all claims, liabilities, penalties, interests, costs and legal and other expenses incurred directly or indirectly in connection with the self-assessment by the Purchaser of GST and/or QST payable in respect of these presents.

ARTICLE 10 INTERPRETATION

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

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

- 11.1 The names and addresses of the transferor and the transferee are mentioned in the appearances;
- 11.2 The Property is situated in the territory of City of Baie-Comeau, Province of Quebec;
- 11.3 The amount of the consideration for the transfer of the Property is CDN\$1,001.36;
- 11.4 The amount constituting the basis of imposition of the transfer duties for the transfer of the Property is CDN\$2,743.50;
- 11.5 The amount of the municipal transfer duties is CDN\$13.72;
- 11.6 The invoicing address is: 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2;
- 11.7 The present transfer of the Property is exempt from the payment of transfer duties pursuant to Section 19(d) of the Act.

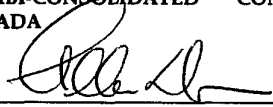
- 11.8 There is no transfer of both corporal immovable and movable referred to in Section 1.0.1 of the above mentioned Act.

[Signature and attestation page for Vendor follows]

Signature and attestation of the Vendor to this Deed of Sale executed on October 1, 2010 between ABITIBI-CONSOLIDATED COMPANY OF CANADA, as vendor, and 4513541 CANADA INC., as purchaser.

SIGNED IN Montréal (Quebec),

ABITIBI-CONSOLIDATED COMPANY OF
CANADA

By: 
Allen Dea
Vice-President

ATTESTATION

I, the undersigned, Marie-Michèle Normandeau, advocate, practising at the City of Montréal, certify that:

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

CERTIFIED at the City of Montréal, Province of Quebec, this 1st day of October, 2010.

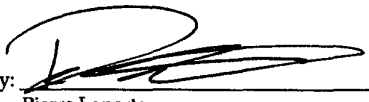

Marie-Michèle Normandeau, Advocate

[Signature and attestation page for Purchaser follows]

Signature and attestation of the Purchaser to this Deed of Sale executed on October 1, 2010 between ABITIBI-CONSOLIDATED COMPANY OF CANADA, as vendor, and 4513541 CANADA INC., as purchaser.

SIGNED IN Montréal (Quebec),

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

By: 
Pierre Laporte
President

ATTESTATION

I, the undersigned, Stefan Fews, advocate, practising at the City of Montréal, certify that:

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

CERTIFIED at the City of Montréal, Province of Quebec, this 1st day of October, 2010.


Stefan Fews, Advocate

Exhibit R-4

2010-10-04 9:20
heure-minute

17 597 968

DEED OF SALE

MADE as of this 1st day of October, 2010 (hereinafter referred to as the "Effective Date")

APPEARED:

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

(hereinafter called the "Vendor");

AND:

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

(hereinafter called the "Purchaser");

WHO HAVE DECLARED AND AGREED AS FOLLOWS:

ARTICLE 1 SALE AND ASSIGNMENT

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

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

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

With all buildings thereon erected, and as the said immovable now subsists, with all its rights members and appurtenances without exception of reserve

of any kind, and together with and subject to all servitudes continuous or discontinuous, apparent or unapparent, attached thereto.

ARTICLE 2 POSSESSION

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

ARTICLE 3 "AS IS, WHERE IS" SALE

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

ARTICLE 4 TRANSFER OF RISKS

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

ARTICLE 5 VENDOR'S RESIDENCY STATUS

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

ARTICLE 6 PURCHASER'S OBLIGATIONS

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

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

ARTICLE 7 ADJUSTMENTS

Subject to the assumption by the Purchaser of real estate taxes referred to in Article 8, the Purchaser and the Vendor hereto declare that they have made the usual adjustments as of the Effective Date and if other adjustments become necessary, they shall be made as of the same date.

ARTICLE 8 PRICE

This sale is made for and in consideration of a purchase price of one thousand dollars (\$1,000.00) (the "Purchase Price"), whereof quit, the assumption by the Purchaser of liability for unpaid real estate taxes in the amount of one dollar and fifty-six cents (\$1.56) in respect to the period prior to the Effective Date and for other good and valuable considerations.

ARTICLE 9 TAX PROVISIONS

- 9.1 It is understood and agreed by the Vendor and the Purchaser that the Purchase Price does not include the goods and services tax ("GST") or the Québec sales tax ("QST"), payment of which taxes shall be the sole responsibility of the Purchaser;
- 9.2 The Vendor and the Purchaser declare that the Property is not residential complex, as defined in the *Excise Tax Act* (Canada) ("ETA") and in the *Act respecting the Québec Sales Tax* ("QSTA").
- 9.3 The Purchaser declares and warrants to the Vendor that:
- 9.3.1 It is duly registered under the provisions of the ETA, that its registration number in relation with the GST is 817017429 RT0001 and that said registration has not been cancelled nor terminated;
- 9.3.2 It is duly registered under the provisions of the QSTA, that its registration number in relation with the QST is 1216779491 TQ 0001 and that said registration has not been cancelled nor terminated;
- 9.3.3 It has acquired the Property for use exclusively in its commercial activities;
- 9.4 The Vendor declares that it is duly registered under the ETA (registration number 88879 1241 RT0001) and under the QSTA (registration number 1020361006 TQ0001).
- 9.5 Each of the Vendor and the Purchaser declares that the present sale is a taxable supply and that the GST and QST payable in respect thereof is subject to subsections 221(2), 228(4) and 228(6) of the ETA and to Sections 423, 438 and 441 of the QSTA and, consequently, the Vendor is not required to collect same in respect thereof, the Purchaser being liable for the payment of the GST and QST in respect thereof.

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

**ARTICLE 10
INTERPRETATION**

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

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

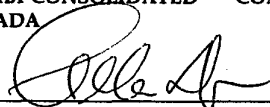
- 11.1 The names and addresses of the transferor and the transferee are mentioned in the appearances;
- 11.2 The Property is situated in the territory of the City of Baie-Comeau, Province of Quebec;
- 11.3 The amount of the consideration for the transfer of the Property is CDN\$1,001.56;
- 11.4 The amount constituting the basis of imposition of the transfer duties for the transfer of the Property is CDN\$3,156.50;
- 11.5 The amount of the municipal transfer duties is CDN\$15.78;
- 11.6 The invoicing address is: 1155 Metcalfe, Suite 800, City of Montréal, Province of Quebec, H3B 5H2;
- 11.7 The present transfer of the Property is exempt from the payment of transfer duties pursuant to Section 19(d) of the Act.
- 11.8 There is no transfer of both corporal immovable and movable referred to in Section 1.0.1 of the above mentioned Act.

[Signature and attestation page for Vendor follows]

Signature and attestation of the Vendor to this Deed of Sale executed on October 1, 2010 between ABITIBI-CONSOLIDATED COMPANY OF CANADA, as vendor, and 4513541 CANADA INC., as purchaser.

SIGNED IN Montréal (Quebec),

ABITIBI-CONSOLIDATED COMPANY OF
CANADA

By: 

Allen Dea
Vice-President

ATTESTATION

I, the undersigned, Marie-Michèle Normandeau, advocate, practising at the City of Montréal, certify that:

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

CERTIFIED at the City of Montréal, Province of Quebec, this 1st day of October, 2010.

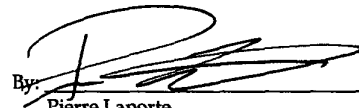

Marie-Michèle Normandeau, Advocate

[Signature and attestation page for Purchaser follows]

Signature and attestation of the Purchaser to this Deed of Sale executed on October 1, 2010 between ABITIBI-CONSOLIDATED COMPANY OF CANADA, as vendor, and 4513541 CANADA INC., as purchaser.

SIGNED IN Montréal (Quebec),

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

By: 
Pierre Laporte
President

ATTESTATION

I, the undersigned, Stefan Fews, advocate, practising at the City of Montréal, certify that:

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

CERTIFIED at the City of Montréal, Province of Quebec, this this 1st day of October, 2010.


Stefan Fews, Advocate

Exhibit R-5

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-6

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
Téléc. : 514-390-4103

CALL FOR TENDERS

IN THE MATTER OF THE RECEIVERSHIP OF 4513541 CANADA INC.

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

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

Terms and conditions of sale

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

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

DATED AT MONTREAL, this January 19, 2011.

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

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

CALL FOR TENDERS

IN THE MATTER OF THE RECEIVERSHIP OF 4513541 CANADA INC.

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

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

Terms and conditions of sale

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

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

DATED AT MONTREAL, this January 19, 2011.

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

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

APPEL D'OFFRES

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

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

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

Conditions de vente

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

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

FAIT À MONTRÉAL, le 19 janvier 2011.

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

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

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).

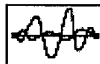
FAIT À MONTRÉAL, le 19 janvier 2011.

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.**
courteau - gabrai

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:

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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.: Susie Therrien
Client : Samson Bélair/Deloitte & Touche
Contact client : Robert Macri

0 2 3/16 3 5/16 4 4 1/4 4 1/2 5 3/16 6 13/16

CALL FOR TENDERS

IN THE MATTER OF THE RECEIVERSHIP OF 4513541 CANADA INC.

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

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

Terms and conditions of sale

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

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

DATED AT MONTREAL, this January 19, 2011.

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

Deloitte.

Samson Bélair/Deloitte & Touche

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

 **CMG COMMUNICATIONS INC.**
courteau - gabriel

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

☐ RESERVE

PROD.: _____
PROOF: _____
REDAC.: _____

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)

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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

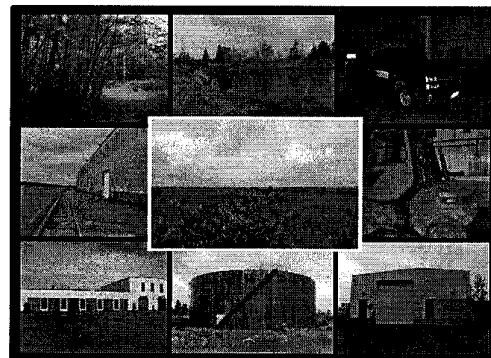
4513541 Canada Inc.

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 Morieux, CA, CIRP Directrice principale jmorieux@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-7

De: Macri, Robert (CA - Montreal) [rmacri@deloitte.ca]
Envoyé: Tuesday, January 11, 2011 6:11 PM
À: melissa.devost@mddep.gouv.qc.ca
Cc: Boutin, Marc-Andre; Franco, Martin (CA - Montreal); Morteux, Julie (CA - Montreal)
Objet: Sollicitation d'offres par le Séquestre de 4513541 Canada Inc.
Pièces jointes: QC - InformationMemorandum.pdf; Quebec_Email v1.pdf

Chère Me Devost,

Comme vous le savez, Samson Bélair/Deloitte & Touche Inc. a été nommée séquestre (le « **Séquestre** ») aux actifs et propriétés de 4513541 Canada Inc. et de ses filiales (la « **Débitrice** ») en vertu d'une ordonnance de séquestre relativement à la Débitrice, tel qu'amendée de temps à autre (l'« **Ordonnance** »).

En vertu de l'Ordonnance, le Séquestre a le pouvoir et l'autorité de mettre sur le marché toute propriété de la Débitrice, incluant la publication et la sollicitation d'offres. À cet effet, nous tenions à vous aviser que le Séquestre entend publier, au courant du mois de janvier 2011, des avis et des annonces dans divers journaux sollicitant des offres relativement à six propriétés de la Débitrice situées dans la province de Québec, notamment les propriétés connues sous les noms les Outardes (ancien), Outardes (actuel), Parc-des-pionniers, Terrain-en-carré et Terrain-en-aiguille situées dans la Ville de Baie-Comeau ainsi que l'ancienne scierie partiellement démantelée de La Baie (les « **Propriétés au Québec** »). Relativement à la sollicitation de ces offres, le Séquestre a préparé un « *Information Memorandum* » qui explique les termes et conditions sous lesquels des offres peuvent être soumises. Cet « *Information Memorandum* » est joint, en projet, pour votre information. Le Séquestre prévoit que la date d'ouverture des offres sera le 3 mars 2011.

Le Séquestre vous tiendra au courant de tout développement important en lien avec ses efforts de sollicitation d'offres eu égard aux Propriétés au Québec. Tel que prévu à l'Ordonnance, si une offre s'avérait satisfaisante, le Séquestre demandera alors à la Cour l'émission d'une ordonnance autorisant la cession de la propriété ou toute autre ordonnance nécessaire afin de transférer la propriété à l'acheteur.

Si les représentants de la province de Québec ont quelque suggestion ou indication que ce soit en ce qui a trait à des parties qui pourraient potentiellement être intéressées à faire une offre sur une des Propriétés au Québec, le Séquestre apprécierait grandement en être avisé dès que possible. Le Séquestre déploiera ses meilleurs efforts afin de trouver un acheteur pour ces propriétés et toute aide ou piste de vente serait appréciée.

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

3/17/2011

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 you are not the intended recipient, please notify the sender immediately by return e-mail, and delete this message and any attachments from your system.

Information confidentielle: Le présent message, ainsi que tout fichier qui y est joint, est envoyé à l'intention exclusive de son ou de ses destinataires; il est de nature confidentielle et peut constituer une information privilégiée. Nous avertissons toute personne autre que le destinataire prévu que tout examen, réacheminement, impression, copie, distribution ou autre utilisation de ce message et de tout fichier qui y est joint est strictement interdit. Si vous n'êtes pas le destinataire prévu, veuillez en aviser immédiatement l'expéditeur par retour de courriel et supprimer ce message et tout document joint de votre système. Merci.

Le 11 janvier 2011

PAR COURRIEL

Me Mélissa Devost
Ministère du Développement
Durable, de l'Environnement
et des Parcs
Direction générale des affaires
juridiques et législatives
675 René-Lévesque Est., 5e étage
Québec QC G1R 5V7

Objet : Sollicitation d'offres par le Séquestre de 4513541 Canada Inc.

Chère Me Devost,

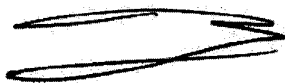
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Samson Bélair/Deloitte & Touche Inc. en sa qualité de séquestre aux actifs et propriétés de 4513541 Canada Inc. et de ses filiales



Martin Franco, CA, CIRP
Associé délégué

cc. Marc-André Boutin, Davies Ward Phillips & Vineberg, S.E.N.C.R.L., s.r.l.

No. 500-11-036133-094

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

District of Montréal

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

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

Debtors

-and-

ERNST & YOUNG INC.

Monitor

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

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

ORIGINAL

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



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

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