CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
(Commercial Division)
The *Companies' Creditors Arrangement Act*

NO: 500-11-038474-108

IN THE MATER OF THE PLAN OF ARRANGEMENT AND COMPROMISE OF:

WHITE BIRCH PAPER HOLDING COMPANY

-and-

WHITE BIRCH PAPER COMPANY

-and-

STADACONA GENERAL PARTNER INC.

-and-

BLACK SPRUCE PAPER INC.

-and-

F.F. SOUCY GENERAL PARTNER INC.

-and-

3120772 NOVA SCOTIA COMPANY

-and-

ARRIMAGE DE GROS CACOUNA INC.

-and-

PAPIER MASSON LTÉE

Debtors

-and-

ERNST & YOUNG INC.

Monitor

-and-

STADACONA LIMITED PARTNERSHIP

-and-

F.F. SOUCY LIMITED PARTNERSHIP

Mises en Cause

-and-

DOW JONES & COMPANY, INC., a legal entity, having a place of business at 1211 Avenue of the Americas, New York, N.Y., 10036, in the United States of America

Petitioner

MOTION FOR AN ORDER AUTHORIZING AND ENFORCING A CONTRACTUAL AUDIT, FOR A STAY OF THE ASSIGNMENT OF A CONTRACT AND VARIOUS ORDERS AND CONTESTATION OF THE SALE OF SUBSTANTIALLY ALL THE WB GROUP'S ASSETS

TO THE HONOURABLE CLAUDE AUCLAIR, J.S.C., THE DEBTORS SUBMIT AS FOLLOWS:

1. On February 24th, 2010, this Honourable Court issued an order (the "**Initial Order**") extending the protection of the *Companies' Creditors Arrangement Act* (the "**CCAA**") to the Debtors and the Mises en Cause (collectively the "**WB Group**");

2. Pursuant to the Initial Order, Ernst & Young Inc. was appointed as Monitor of the WB Group (the "**Monitor**"), and a stay of proceedings (the "**Stay of Proceedings**") was granted and subsequently extended until October 15th, 2010 (the "**Stay Period**");

<u>THE SALE OF THE WB GROUP'S PURCHASED ASSETS</u>

3. As appears from the Monitor's Report dated July 10th, 2010, already filed in the Court record, the WB Group seeks to complete the sale of all or substantially all of its assets (the "**Assets**"), in accordance with the Sale and Investor Solicitation Process filed in the Court record; ("**SISP**") approved by this Honourable Court on April 29, 2010;

<u>THE SISP AND THE OFFER RECEIVED</u>

4. On July 15, 2010, the WB Group alleges to have received one offer to purchase all or substantially all of the Assets, which, as required by the SISP, included, among other things, a description of the assets to be purchased, the purchase price and other ancillary agreements/conditions related to the Sale, being the bid made by BD White Birch Investment LLC ("**BD**");

5. On August 10th, 2010, an asset sale agreement was entered into between the WB Group as seller and BD as purchaser (the "**ASA**"), and BD was declared the stalking horse bidder;

6. Pursuant to the ASA and various motions filed by WB Group and reports filed by the Monitor, BD would, among other things: (i) pay US$90,000,000 plus an amount not to exceed US$3,600,000 required by the WB Group to wind down their estates after closing; (ii) assume significant liabilities of the WB Group; (iii) pay applicable cure costs to contractual counter-parties with the WB Group up to a maximum of US$27,000,000; (iv) provide the Reserve Payment Amount and the letter of credit contemplated by the ASA in respect of the D&O Charge, and (v) offer continued employment to approximately 1,250 employees of the WB Group;

<u>NEXT STEPS IN THE SALE OF THE ASSETS</u>

7. On August 10, 2010, the Debtors filed a motion to approve BD as the stalking horse bidder, to approve the ASA, to approve bidding procedures for the sale of substantially all of the assets of the WB Group and to schedule an auction and sale hearing (the "**Sale Motion**");

8. As set out above, pursuant to the SISP, the WB Group must have the ASA approved by this Honourable Court;

9. In accordance with the SISP, the WB Group is currently proceeding with a further competitive bidding process and, potentially, an auction for the sale of the Assets;

10. If no other Qualified Bids are received by the Bid Deadline, the sale of the Assets shall proceed pursuant to the terms of the ASA, and subject to the issuance of an order of this Honourable Court on the Sale Motion;

<u>THE SALE HEARINGS</u>

11. Upon the completion of this further competitive bidding process and the auction, if any, the WB Group shall return before this Honourable Court, and seek the issuance of an order authorizing and approving the sale of the Assets, upon information and belief, on or prior to September 22, 2010 (the "**Sale Order**");

12. A parallel hearing of the same purpose shall be held before the United States Bankruptcy Court on September 22, 2010;

<u>THE ASSIGNED CONTRACTS</u>

13. As set forth in Section 2.1.1 of the ASA, among the assets being sold by the WB Group to BD (or the successful purchaser) are the Assigned Contracts, which is defined in the ASA as "all Designated Seller Contracts other than Non-Assigned Contracts (the term "Designated Seller Contracts" is defined in the ASA as "all Contracts and Leases of each Seller that relate to the Business and which are listed in Section 1.1(c) of the Sellers Disclosure Letter; deleting from such Sellers Disclosure Letter such Contracts or Leases not to be assumed and assigned pursuant to Section 2.1.1.");

14. This list of Assigned Contracts and the sellers Disclosure Letter were not made available to Petitioner by the WB Group or the Monitor and Petitioner has been unable to confirm if the Newsprint Purchase Agreement, as defined below, is part of the Assigned Contracts;

15. Pursuant to Section 2.1.3 of the ASA, BD is assuming and becoming responsible for "all Liabilities of the Sellers under the Assigned Contracts arising after the Closing and any Cure Costs payable pursuant to Section 2.1.6 (to the extent applicable); provided, however, that Purchaser's liability for Cure Costs is not expected to exceed and shall not exceed the aggregate amount set forth in Section 2.1.3(a)(ii) of the Sellers Disclosure Letter, the amount in such schedule not to exceed $27,000,000; provided, further, that such amount shall be decreased by the amount of the Cure Cost associated with any Contract or Lease listed on Section 2.1.3(a)(ii) of the Sellers Disclosure Letter that is not an Assigned Contract (such amount, as may be decreased, the "Cure Cost Cap") and Sellers' shall pay any overage of such amount";

16. The individual Cure Costs of each Assigned Contracts was not made available to Petitioner by the WB Group or the Monitor and Petitioner has been unable to confirm the amount of Cure Costs, if any, relating to the Newsprint Purchase Agreement, as defined below;

<u>THE DOW JONES NEWSPRINT PURCHASE AGREEMENT</u>

17. On or about June 1, 2004, Petitioner entered into a certain Newsprint Purchase Agreement (the "**NPA**") with Brant-Allen Industries Inc. and F.F. Soucy, Inc. and Partners, Limited Partnership (collectively, the "**Newsprint Sellers**"), pursuant to which Petitioner agreed to purchase and the Newsprint Sellers agreed to sell newsprint on a monthly basis, as appears from the said agreement filed under seal of confidentiality as **Exhibit DJ-1 (Confidential)**;

18. The NPA contains confidential and sensitive financial information, the release of which could be prejudicial to Petitioner; therefore, Petitioner is entitled to obtain from this Honourable Court an order sealing Exhibit DJ-1;

19. The NPA sets forth at Section III a formula (the "**Formula**") to determine the purchase price for the newsprint purchased by Petitioner from the Newsprint Sellers. The Formula takes into account certain information in the possession of the Newsprint Sellers (which is not available to Petitioner) and certain information in the possession of Petitioner.

20. Furthermore, the Formula is affected by certain information in the possession of third parties (which is not currently in the possession of Petitioner).

21. Accordingly, certain information needed to accurately and definitively calculate the purchase price under the Formula is not presently available to Petitioner;

22. The NPA at Section III also grants the parties the right to request an audit review (the "**Audit**") of the calculation of the purchase price in accordance with the Formula, including the underlying documentation and data.

23. Over two months ago, Petitioner exercised its right to request the Audit of the information, documentation and data in the possession of the Newsprint Sellers relating to the calculation of the purchase price in accordance with the Formula.

24. Pursuant to the terms of the NPA, Petitioner designated PricewaterhouseCoopers LLP of New York City to perform the Audit for the time period from January 1, 2008 through December 31, 2009, reserving its rights to audit other periods;

25. By letter from PricewaterhouseCoopers LLP (Kevin D. Bandoian) to White Birch Paper company (Peter Brant) dated July 2, 2010, PricewaterhouseCoopers LLP requested from the WB Group various financial information and document relevant to the Audit, as appears form said letter filed as **Exhibit DJ-2(Confidential)**. Because this letter contains confidential information, it is also filed under seal.

26. The Debtors, including the Newsprint Sellers, have not complied with this request;

27. Despite repeated requests by e-mail and telephone calls to the Debtor since July 2, 2010, WB Group has not supplied the requested information;

28. Upon information and belief, the Newsprint Sellers are obligated to Petitioner pursuant to and in connection with the NPA for, among other things, overcharges relating to purchases of newsprint and failures to meet certain contractual specifications during the term of the NPA in an amount in excess of $5,000,000 USD;

29. On June 18, 2010, Petitioner filed a proof of claim with the Monitor for an amount of $5,000,000 USD plus an unliquidated amount to be determined, as appears from the proof of claim **Exhibit DJ-3**;

30. Upon information and belief, the NPA may be a material contract that the WB Group will be seeking to assume and assign to BD (or successful purchaser);

31. Pursuant to Section 11.3 of the CCAA, the rights and obligations of the WB Group under the NPA cannot be assigned unless this Honourable Court is satisfied that all monetary defaults in relation to the NPA will be remedied on or before the day fixed by the Court;

32. The Audit is essential to determine the amount of the Newsprint Sellers' monetary defaults in relation to the NPA (the "**NPA Cure Amount**");

33. Accordingly, Petitioner respectfully requests that this Honourable Court immediately authorize the Audit and compel the Newsprint Sellers to submit to, and cooperate with, the Audit;

34. Petitioner has been actively attempting to procure information in the possession of third parties that is relevant to the calculation of the purchase price under the Formula;

35. Petitioner believes that the limited amount of time remaining prior to the hearing of the Sale Motion to be held on or prior to September 22, 2010 is insufficient to obtain all the information necessary to accurately calculate the purchase price under the Formula and, thus, calculate the exact amount of the NPA Cure Amount;

36. Petitioner submits that it is not only inequitable but also a violation of Petitioner' right to due process to allow the NPA to be assigned without giving Petitioner a sufficient amount of time to ascertain the amount of the NPA Cure Amount and, at the same time, imposing a waiver by Petitioner of its right to a cure of all monetary defaults of the Newsprint Sellers in relation to the NPA if the amounts of such monetary defaults cannot be determined as of the sale hearing or prior to Closing (as defined in the ASA);

37. Furthermore, Petitioner submits that allowing the assignment of the NPA prior to the determination of the NPA Cure Amount and the NPA Cure Amount being paid to Petitioner would be a violation of Section 11.3 of the CCAA;

38. Accordingly, Petitioner respectfully requests that this Honourable Court deny any request that NPA be assigned by the WB Group unless and until the Audit has been conducted, the exact amount of the NPA Cure Amount has been determined and the NPA Cure Amount has been paid;

39. In the event that this Honourable Court is inclined to permit the assignment of the NPA despite the fact that the NPA Cure Amount cannot be determined prior to the Closing (as defined in the ASA), Petitioner respectfully requests that the Court either (a) require BD (or the

successful purchaser) to assume liability for paying the NPA Cure Amount and remedying monetary defaults under the NPA, regardless of the Cure Cost Cap, or (b) require the Monitor to hold the proceeds received from the proposed sale until the Audit has been completed and the NPA Cure Amount has been determined and, once the Audit has been completed and the NPA Cure Amount has been determined, pay Petitioner the NPA Cure Amount from the proceeds of the sale.

WHEREFORE, MAY IT PLEASE THE COURT TO:

GRANT the present Motion;

DECLARE sufficient the service and notice of the present Motion;

ORDER that the capitalized terms used herein but not defined shall have the meanings ascribed to them in the Bidding Procedures or, if not defined therein, in the Initial Order;

DECLARE that PricewaterhouseCoopers LLP is authorized to conduct an audit pursuant to the contract between Petitioner and some of the Debtors;

ORDER the Debtors and the Monitor to cooperate with PricewaterhouseCoopers LLP and supply all documents and information required for the purposes of the audit;

DENY any request that the NPA, Exhibit DJ-1, be assigned by the WB Group unless and until the Audit has been conducted, the NPA Cure Amount has been determined and the NPA Cure Amount has been paid to Petitioner;

Subsidiarily, (a) **ORDER** BD (or the successful purchaser) to assume liability for paying the NPA Cure Amount to Petitioner and remedying monetary defaults under the NPA, Exhibit DJ-1, regardless of the Cure Cost Cap, or (b) **ORDER** the Monitor to hold the proceeds received from the proposed sale until the Audit has been completed and the NPA Cure Amount has been determined and, once the Audit has been completed and the NPA Cure Amount has been determined, pay Petitioner the NPA Cure Amount from the proceeds of the sale;

REQUEST the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or elsewhere, including the United States Bankruptcy Court for the Eastern District of Virginia, to give effect to this Order and to assist the Petitioner and its respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioner as may be necessary or desirable to give effect to this Order to assist the Petitioner and its agents in carrying out the terms of this Order;

THE WHOLE WITHOUT COSTS EXCEPT IN CASE OF CONTESTATION.

Montreal, this 3rd day of September 2010

Fraser Milner Casgrain LLP

FRASER MILNER CASGRAIN LLP
Attorneys for the Petitioner

AFFIDAVIT

I, the undersigned, James Smith, doing business at 20 Westport Road, in the city of Wilton, CT , U.S.A., do solemnly declare as follows:

1. I am a duly authorized representative of the Petitioner;

2. To the best of my knowledge, information and belief, all the facts alleged in the present motion are true.

AND I HAVE SIGNED:

James Smith

SOLEMNLY DECLARED before me on
This 3 th day of September, 2010

Nancy A. Sevick
Notary Public

NANCY A. SEVICK
NOTARY PUBLIC
State of Connecticut
My Commission Expires
March 31, 2011

#1814621.1

ATTESTATION OF AUTHENTICITY

I, the undersigned, Roger P. Simard, attorney, practicing my profession at FMC LLP, located at 1 Place Ville-Marie, Suite 3900, in the city of Montreal, Province of Quebec, H3B 4M7,do hereby solemnly affirm as follows:

1. I am an attorney at the law firm of Fraser Milner Casgrain LLP;

2. On September 3rd , 2010, at 9h45 a.m. Eastern time (EDT), I received the Affidavit of James Smith, dated September 3rd , 2010, by email received from Me Ira S. Greene of the firm Hogan Lovells US LLP, U.S. counsel to the Petitioner in this matter;

3. The copy of the Affidavit attached hereto is a true copy of the said Affidavit of James Smith referred above;

4. The facts alleged herein are true.

AND I HAVE SIGNED:

ROGER P. SIMARD

Solemnly declared before me, at Montréal,
Québec, this 3rd day of September, 2010

Commissaire à l'assermentation
LINDA BEMMI
T49281
Tous les districts judiciaires du Québec

NOTICE OF PRESENTATION

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TAKE NOTICE of the foregoing "*Motion for an order authorizing and enforcing a contractual audit, for a stay of the assignment of a contract and various orders and contestation of the sale of substantially all the WB Group's assets*; and that same will be presented for adjudication before the Honourable Claude Auclair, J.S.C., on September 22, 2010, at 9:30 a.m., or at a time deemed more convenient, at the Montreal Courthouse, located at 1 Notre-Dame Street East, Montreal, Quebec, in Room 16.12.

DO GOVERN YOURSELVES ACCORDINGLY.

Montreal, this 3rd day of September 2010

Fraser Milner Casgrain LLP

FRASER MILNER CASGRAIN LLP
Attorneys for the Petitioner

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

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-and-

DOW JONES & COMPANY, INC.

Petitioner

LIST OF EXHIBITS

Exhibit DJ-1 (**Confidential**): Newsprint Purchase Agreement dated June 1st, 2004 with Brant Allen Industries Inc. and F.F. Soucy Inc. and Partners Limited Partnership;

Exhibit DJ-2 (**Confidential**): Letter from PricewaterhouseCoopers LLP (Kevin D. Bandoian) to White Birch Paper company (Peter Brant) dated July 2, 2010;

Exhibit DJ-3: Proof of claim of Dow Jones & Company, Inc. dated June 18, 2010.

Montreal, this 3rd day of September 2010

Fraser Milner Casgrain LLP

FRASER MILNER CASGRAIN LLP
Attorneys for the Petitioner

N^{o} 500-11-038474-108

SUPERIOR COURT
(Commercial Division)
The Companies' Creditors Arrangement Act

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Mtre Roger P. Simard/Our file: 543193-001

MOTION FOR AN ORDER AUTHORIZING AND ENFORCING A CONTRACTUAL AUDIT, FOR A STAY OF THE ASSIGNMENT OF A CONTRACT AND VARIOUS ORDERS AND CONTESTATION OF THE SALE OF SUBSTANTIALLY ALL THE WB GROUP'S ASSETS

FMC

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