



Court File No. 500-11-036133-094

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (CANADA)
AND IN THE MATTER OF A PLAN OF REORGANIZATION AND COMPROMISE
OF
ABITIBIBOWATER INC.,
AND CERTAIN OF ITS SUBSIDIARIES LISTED IN SCHEDULE "A" TO THE INFORMATION
CIRCULAR DATED AUGUST 2, 2010

WAIVER OF CONDITIONS

TO THE SECOND AMENDED AND RESTATED PLAN OF REORGANIZATION AND
COMPROMISE DATED NOVEMBER 1, 2010

UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (CANADA),
AND SECTION 191 OF THE *CANADA BUSINESS CORPORATIONS ACT*,

December 6, 2010

WAIVER OF CONDITIONS

WHEREAS, on April 17, 2009, the Quebec Superior Court (Commercial Division) (the "**Court**") issued an order (as subsequently amended and restated) pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") in respect of Abitibi-Consolidated Inc., Bowater Canadian Holdings Incorporated and certain of their direct and indirect subsidiaries (the "**Applicants**");

WHEREAS, on July 9, 2010, the Court approved the filing of the CCAA plan of reorganization and compromise dated August 2, 2010, as further amended and restated on September 17, 2010 and on November 1, 2010, (the "**CCAA Plan**") and the information circular dated August 2, 2010 (the "**Information Circular**") as part of the creditors' meeting motion;

WHEREAS, on September 14, 2010, the Applicants held meetings of their creditors (the "**Creditors' Meeting**") to allow them to consider and vote on the CCAA Plan;

WHEREAS, the CCAA Plan was approved at the Creditors' Meeting by a majority in number representing more than two-thirds in value of the Affected Unsecured Claims held by the Affected Unsecured Creditors in 19 of the 20 classes of the CCAA Plan;

WHEREAS, on September 23, 2010, the Court granted a sanction order sanctioning and approving, *inter alia*, the CCAA Plan and its implementation;

WHEREAS, the implementation of the CCAA Plan by the Applicants is subject to certain conditions precedent (each, a "**Condition Precedent**") set out in section 8.5 of the CCAA Plan which, unless otherwise provided, may be waived;

WHEREAS, pursuant to subsection 8.5(f) of the CCAA Plan, it is a Condition Precedent that the Backstop Commitment Agreement in connection with the Rights Offering shall not have been terminated;

WHEREAS, on October 13, 2010, the Backstop Commitment Agreement was terminated in accordance with its terms;

WHEREAS, pursuant to subsection 8.5(h) of the CCAA Plan, it is a Condition Precedent that (i) a special funding relief regulation pursuant to the *Supplemental Pension Plans Act* (Quebec) for the benefit of ABH and its subsidiaries with respect to the funding of their Quebec-registered defined benefit registered pension plans and (ii) a special funding relief regulation pursuant to the *Pension Benefits Act* (Ontario) for the benefit of ABH and its subsidiaries with respect to the funding of their Ontario-registered defined benefit registered pension plans (collectively, the "**Funding Relief Regulations**") be adopted in form and substance satisfactory to the Applicants;

WHEREAS, the Funding Relief Regulations have not yet been adopted but the Applicants have entered into satisfactory agreements with and/or received sufficient comfort from the Provinces of Ontario and Quebec as to their pending adoption; and

WHEREAS, pursuant to Section 8.6 of the CCAA Plan, the Applicants may waive the preceding Conditions Precedent without any other notice to parties in interest or to the Court and without a hearing.

NOW THEREFORE, the Applicants agree as follows:

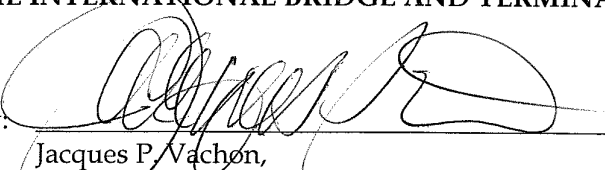
1. **Interpretation.** All capitalized terms not otherwise defined in this Waiver shall have the meaning ascribed to them in the CCAA Plan.
2. **Waiver of conditions.** Each of the Applicants hereby waives the Conditions Precedent set out in subsections 8.5(f) and 8.5(h) relating to the Backstop Commitment Agreement and the Funding Relief Regulations, respectively.
3. **Governing Law.** This waiver shall be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned hereby execute this waiver as of
December 6, 2010.

1508756 ONTARIO INC.
3217925 NOVA SCOTIA COMPANY
3224112 NOVA SCOTIA LIMITED
3231378 NOVA SCOTIA COMPANY
3834328 CANADA INC.
4042140 CANADA INC.
6169678 CANADA INC.
9068-9050 QUÉBEC INC.
9150-3383 QUÉBEC INC.
ABITIBIBOWATER CANADA INC.
ABITIBI-CONSOLIDATED (U.K.) INC.
ABITIBI-CONSOLIDATED CANADIAN OFFICE PRODUCTS
HOLDINGS INC.
ABITIBI-CONSOLIDATED COMPANY OF CANADA
ABITIBI-CONSOLIDATED INC.
ABITIBI-CONSOLIDATED NOVA SCOTIA INCORPORATED
ALLIANCE FOREST PRODUCTS (2001) INC.
BOWATER BELLEDUNE SAWMILL INC.
BOWATER CANADA TREASURY CORPORATION
BOWATER CANADIAN FOREST PRODUCTS INC.
BOWATER CANADIAN HOLDINGS INCORPORATED
BOWATER COUTURIER INC.
BOWATER CANADIAN LIMITED
BOWATER LAHAVE CORPORATION
BOWATER GUÉRETTE INC.
BOWATER MITIS INC.
BOWATER MARITIMES INC.
BOWATER TREATED WOOD INC.
BOWATER SHELBURNE CORPORATION
CANEXEL HARDBOARD INC.
DONOHUE RECYCLING INC.
MARKETING DONOHUE INC.
LA TUQUE FOREST PRODUCTS INC.
SCRAMBLE MINING LTD.
SAGUENAY FOREST PRODUCTS INC.
TERRA NOVA EXPLORATIONS LTD.
ST. MAURICE RIVER DRIVE COMPANY LIMITED
THE JONQUIÈRE PULP COMPANY
THE INTERNATIONAL BRIDGE AND TERMINAL COMPANY

By:


Jacques P. Vachon,
as authorized signatory of each entity