

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-11-036133-094

DATE: December 8, 2010

PRESENT: THE HONOURABLE MR. JUSTICE CLÉMENT GASCON, J.S.C.

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 PETITIONERS LISTED ON SCHEDULES "A", "B" AND "C"

Petitioners

and

ERNST & YOUNG INC.

Monitor

ORDER AMENDING THE RE-RE-AMENDED RECEIVERSHIP ORDER IN RESPECT OF
4513541 CANADA INC. (#846)

- [1] **CONSIDERING** *Petitioners' Amended Second Motion for the Issuance of Various Orders Authorizing the Sale of Non-Core Properties and the Issuance of a Re-Amended Receivership Order in Respect of 4513541 Canada Inc. and Petitioners' Amended Motion for the Issuance of a Re-Re-Amended Receivership Order in Respect of 4513541 Canada Inc. (the "Motion")*;
- [2] **CONSIDERING** the contestations filed by Her Majesty the Queen in Right of the Province of British Columbia and the Attorney General of Ontario and the letter sent to the Service List by counsel for Her Majesty the Queen in Right of the Province of Newfoundland and Labrador, which contested certain amendments to the Re-Amended

Receivership Order in Respect of 4513541 Canada Inc. issued by this Court on September 1st, 2010 sought in the Motion;

- [3] **CONSIDERING** the issuance by this Court on December 1st, 2010, of the Re-Re-Amended Receivership Order (the "**Order**") which granted certain uncontested amendments to the Re-Amended Receivership Order sought in the Motion;
- [4] **CONSIDERING** the absence of any contestation by any party to the additional amendments granted herein;
- [5] **CONSIDERING** the representations of the parties;
- [6] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("**CCAA**") and those of the *Bankruptcy and Insolvency Act* (the "**BIA**");

FOR THESE REASONS, THE COURT:

- [1] **AMENDS** the Order by adding the underlined language to the following paragraphs:

- a) **[2] ORDERS** that pursuant to section 243(1) of the BIA, Samson Belair/Deloitte & Touche Inc. is hereby appointed Receiver, without security, of all of the assets, undertakings and properties of 4513541 Canada Inc. and its subsidiaries (the "**Debtor**"), including all proceeds thereof (the "**Property**") and that Ernst & Young Inc. is hereby discharged, including, without limitation with respect to the performance of any power, duty or obligation related directly or indirectly, to its earlier appointment as Receiver.
- b) **[3] ORDERS** that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized, but not obligated, to do any of the following where the Receiver considers it necessary or desirable: [...]

(l) to apply to register a copy of this Order and any other Orders in respect of the Property or any notice of abandonment against title to any of the Property, which notice shall, among other things, state that the registered owner of the Property is and remains the Debtor;

[...]

(p) to take any steps required to bankrupt, liquidate or dissolve any of the subsidiaries of 4513541 Canada Inc. The Receiver reserves its right to seek such powers in relation to 4513541 Canada Inc. at a later time on notice to the parties. This shall, notwithstanding any other provision in paragraph 3, be without

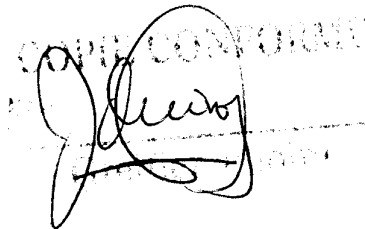
prejudice to the rights of the Provinces to participate in any such proceedings as they consider advisable;

- c) **[18] ORDERS** that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$2,200,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. From such amount of \$2,200,000, a maximum amount of \$500,000 shall be dedicated to the Property of St-Maurice River Drive Company, a subsidiary of 4513541 Canada Inc. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge and the charges as set out in sections 14.06(7), 81.4(4), and 81.6(2) of the BIA.

[2] **WITHOUT COSTS.**


Clement Gascon, J.S.C. J.S.C.

Stikeman Elliott LLP
Attorneys for Petitioners



SCHEDULE "A"
ABITIBI PETITIONERS

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 PETITIONERS

1. BOWATER CANADIAN HOLDINGS INC.
2. BOWATER CANADIAN LIMITED
3. 3231378 NOVA SCOTIA COMPANY
4. ABITIBIBOWATER CANADA INC.
5. BOWATER CANADA TREASURY CORPORATION
6. BOWATER CANADIAN FOREST PRODUCTS INC.
7. BOWATER SHELBURNE CORPORATION
8. BOWATER LAHAVE CORPORATION
9. ST-MAURICE RIVER DRIVE COMPANY LIMITED
10. BOWATER TREATED WOOD INC.
11. CANEXEL HARDBOARD INC.
12. 9068-9050 QUÉBEC INC.
13. ALLIANCE FOREST PRODUCTS (2001) INC.
14. BOWATER BELLEDUNE SAWMILL INC.
15. BOWATER MARITIMES INC.
16. BOWATER MITIS INC.
17. BOWATER GUÉRETTE INC.
18. BOWATER COUTURIER INC.

SCHEDULE "C"
18.6 CCAA PETITIONERS

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