

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-11-036133-094

DATE: JUNE 9, 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 AUTHORIZING AMENDMENTS TO THE SECURITIZATION FACILITY
AND OTHER RELIEF (#559)**

[1] **CONSIDERING** the Petitioners' Motion for the Issuance an Order Amending the Securitization Facility and other relief dated June 4, 2010 (the "**Motion**"), and the explanations and justifications contained therein in support of the Amendments sought;

[2] **CONSIDERING** the representations of the parties and the absence of contestation;

[3] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act* ("**CCAA**");

FOR THESE REASONS, THE COURT:

[4] **GRANTS** the Motion.

[5] **AUTHORIZES** the Petitioners to perform, and take all actions necessary to make, execute and deliver, and perform or cause to be performed all obligations precedent to or arising from, the *Amendment No. 1 to Second Amended and Restated Receivables Purchase Agreement, Amendment No. 1 to Second Amended and Restated Purchase and Contribution Agreement and Amendment No. 3 to Guaranty and Undertaking Agreement*, substantially in the form of the copy of same which was communicated as Exhibit R-1 to the Motion (the "2010 Amendments"), with any other instruments and documents in connection therewith.

[6] **ORDERS** that the Amended and Restated Receivables Purchase Program shall continue in full force and effect as amended, modified and supplemented by the 2010 Amendments (the "2010 ARRPP").

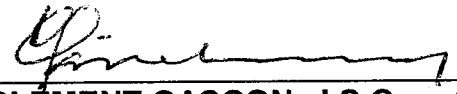
[7] **ORDERS** that, without limiting the generality of the foregoing, (a) for all obligations and indebtedness arising under the 2010 ARRPP, the Agent, the Banks and the Syndication Agent thereunder are each granted each and every right and remedy granted to such party under the Initial Order (the relevant provisions of the Initial Order being incorporated herein by reference) and (b) nothing herein shall adversely affect any of the rights and remedies granted to the Agent, the Banks and the Syndication Agent under the Amended and Restated Receivables Purchase Program, which rights and remedies shall continue in full force and effect and shall be deemed applicable to the 2010 ARRPP to the same extent applicable to the Amended and Restated Receivables Purchase Program.

[8] **ORDERS** that, without limiting the generality of the foregoing, (a) the definitions of "ARRPA", "ARPCA", and "Guaranty and Undertaking Agreement" contained in the Initial Order shall be deemed to refer to such documents as amended by the 2010 Amendments, as applicable, and (b) all liens, security interests, priorities, and other rights, remedies, benefits, privileges, and protections provided for in the Initial Order (including with respect to the Amended and Restated Receivables Purchase Program and as adequate protection) shall apply with equal force and effect to the 2010 ARRPP and all obligations in connection therewith or related thereto.

[9] **ORDERS** that the 2010 ARRPP and the provisions of the Order to be issued pursuant to this Motion shall be binding upon all parties in these proceedings, including, without limitation, the Petitioners, the Agent, the Banks, the Syndication Agent, ACSC, ACI (as such terms are defined in the 2010 ARRPP), and their respective successors and assigns, and shall inure to the benefit of the Petitioners, the Agent, the Banks, the Syndication Agent, ACSC, ACI and ACI Funding, and their respective successors and assigns.

[10] **ORDERS** the provisional execution of the Order to be issued pursuant to this Motion notwithstanding any appeal and without the necessity of furnishing any security.

[11] **WITHOUT COSTS.**



CLEMENT GASCON, J.S.C. J.S.C.

Me Sean Dunphy, Me Guy P. Martel, Me Joseph Reynaud
STIKEMAN, ELLIOTT
Attorneys for Petitioners

Date of hearing: June 9, 2010

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 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 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