

SUPERIOR COURT

**CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL**

No: 500-11-036133-094

DATE: April 6, 2011

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"

Debtors

and

ERNST & YOUNG INC.

Monitor

and

SAMSON BÉLAIR/DELOITTE & TOUCHE INC.

Receiver/Petitioner

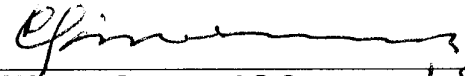
**ORDER
(MOTION TO ABANDON A PROPERTY – NEWFOUNDLAND AND LABRADOR)
(MOTION #908)**

- [1] **CONSIDERING** the *Motion to Abandon a Property (Newfoundland and Labrador)* of the Receiver/Petitioner Samson Bélair/Deloitte & Touche Inc. (the "**Receiver**") dated March 21, 2011 (the "**Motion**");
- [2] **CONSIDERING** the representations of the parties;
- [3] **CONSIDERING** the absence of contestation;
- [4] **CONSIDERING** the *Receivership Order in Respect of 4513541 Canada Inc.* issued by this Court on April 27, 2010, as amended on July 21, 2010, September 1st, 2010, December 1st, 2010 and December 8, 2010 (the "**Receivership Order**");

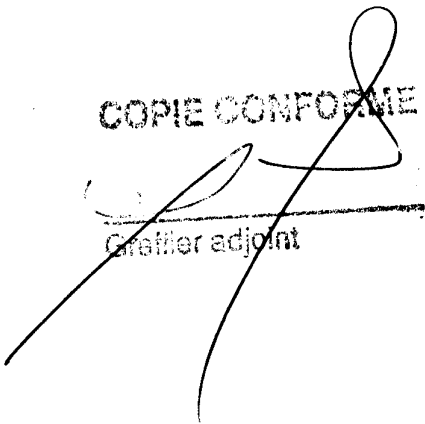
FOR THESE REASONS, THE COURT:

- [1] **GRANTS** the Motion;
- [2] **ORDERS** that, upon the expiry of a delay of 10 days from the date of transmittal by the Receiver by telecopier of a notice of abandonment substantially in the form attached hereto as Schedule "D" (the "**Notice**") to counsel for the Province of Newfoundland and Labrador (c/o Paul D. Guy at WeirFoulds LLP) and counsel for the Debtors (c/o Joseph Reynaud at Stikeman Elliot LLP) and the filing of the Notice in the record of this Court (the "**Effective Date of Abandonment**"), the immoveable property described at **Exhibit R-1** to the Motion (the "**Property**") shall be abandoned by the Receiver and that the Receiver shall no longer be receiver of such property from the Effective Date of Abandonment;
- [3] **ORDERS** 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 Order or otherwise, in respect of the Property; and
 - b) for the past, from any liability whatsoever, including from any liability resulting from the performance or non-performance of any power, duty or obligation, whether arising from the Receivership Order or otherwise, in respect of the 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] **ORDERS** that the abandonment on the Effective Date of Abandonment of the Property by the Receiver pursuant to this Order shall not, in and of itself, give rise to any liability on the part of the Receiver;

- [5] **ORDERS** 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 Property after the Effective Date of Abandonment shall have any effect on the Discharge hereby granted to the Receiver;
- [6] **ORDERS** that, at any time prior to the transmittal of the Notice, the Receiver shall be empowered and authorized, but not obliged, if it considers it necessary or desirable in its discretion, to elect not to exercise the abandonment authorized hereunder and to apply for any vesting order or other orders necessary to convey the Property or any parts thereof to a purchaser or purchasers thereof, free and clear of any liens or encumbrances affecting such Property;
- [7] **ORDERS** the provisional execution of this Order notwithstanding appeal and without the necessity of furnishing any security;
- [8] **AUTHORIZES** the Receiver, shall it deem it appropriate, to register against title this Order;
- [9] **WITHOUT COSTS.**


Clément Gascon, J.S.C. J.S.C.

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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

SCHEDULE "D"
NOTICE OF ABANDONMENT

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

**NOTICE OF ABANDONMENT OF A PROPERTY
(NEWFOUNDLAND AND LABRADOR)**

TO: Mr. Paul D. Guy
Weirfoulds LLP
The Exchange Tower
130 King Street West
Suite 1600
Toronto, ON
M5X 1J5

Of counsel for the Province of Newfoundland and Labrador

TO: Mtre. Joseph Renaud
Stikeman Elliott LLP
1155 boulevard René-Lévesque Ouest
Bureau 4000
Montréal QC H3B 3V2

Of counsel for the Debtors

NOTICE IS HEREBY GIVEN pursuant to the "Order (Motion to Abandon a Property - Newfoundland and Labrador (Motion #908))" issued by this Court on April 6, 2011 (the "**Order**") that Samson Bélair / Deloitte & Touche Inc., acting as Court-appointed receiver of the assets of 4513541 Canada Inc. and not in its personal capacity, is abandoning the immovable property more fully described at Exhibit R-1 to the Motion to Abandon a Property - Newfoundland and Labrador (Motion #908) dated March 21, 2011. As per the Order, such abandonment shall be effective at the expiry of a delay of 10 days from the date hereof.

Signed in the City of Montréal, Province of Québec, on this ____ day of _____.

SAMSON BÉLAIR / DELOITTE & TOUCHE INC.
as Court-appointed Receiver of the assets of
4513541 Canada Inc. and not in its personal
capacity

per: _____