

SUPERIOR COURT

CANADA
PROVINCE OF QUEBEC
DISTRICT OF MONTREAL

No: 500-11-036133-094

DATE: APRIL 27, 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"

Debtors

And

ERNST & YOUNG INC.

Monitor

APPROVAL AND VESTING ORDER IN RESPECT OF NON-CORE PROPERTIES

[1] **CONSIDERING** Petitioners' Amended Motion for the Issuance of an Order Authorizing the Sale of Non-Core Properties and for the Issuance of a Receivership Order in respect of 4513541 Canada Inc (the "**Motion**");

[2] **CONSIDERING** the representations of the parties, the 39th Report of the Monitor and the absence of contestation of the conclusions of the Motion, as amended at hearing;

[3] **CONSIDERING** more particularly the absence of any contestation by Her Majesty The Queen in Right of the Province of Newfoundland and Labrador in view of the amendments agreed upon to the conclusions sought herein;

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

FOR THESE REASONS, THE COURT:

[1] **AUTHORIZES AND APPROVES** the execution by Abitibi-Consolidated Inc. ("**ACI**") and Abitibi Consolidated Company of Canada ("**ACCC**") of the Indenture filed as Exhibit R-1(a) to the Motion (the "**Indenture**"), by and among ACI and ACCC (the "**Vendors**"), as vendors, and 4513541 Canada Inc. (the "**Purchaser**"), as purchaser, and the completion of all the transactions contemplated therein (the "**Proposed Transactions**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;

[2] **AUTHORIZES AND APPROVES** the execution by the Vendors and the Purchaser of the General Security Agreement filed as Exhibit R-1(b) to the Motion (the "**GSA**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;

[3] **AUTHORIZES AND APPROVES** the execution by the Vendors and the Purchaser of the Mortgage filed as Exhibit R-1(c) to the Motion (the "**Mortgage**") with such alterations, changes, amendments, deletions or additions thereto, as may be agreed to with the consent of the Monitor;

[4] **ORDERS AND DECLARES** that this Order shall constitute the only authorization required to proceed with the Proposed Transactions and that no shareholder or regulatory approval shall be required in connection therewith save and except for those contemplated in the Indenture;

[5] **ORDERS AND DECLARES** that upon issuance of this Approval and Vesting Order and of the Receivership Order substantially in the form filed as Exhibit R-2(b) to the Motion, all right, title and interest in and to the Properties as defined in the Indenture (the "**Purchased Assets**"), shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all claims, liabilities, obligations, interests, prior claims, hypothecs, security interests (whether contractual, statutory or otherwise), liens, assignments, judgments, executions, writs of seizure and sale, options, adverse claims, levies, charges, liabilities (direct, indirect, absolute or contingent), pledges, executions, rights of first refusal or other pre-emptive rights in favour of third parties, mortgages, hypothecs, trusts or deemed trusts (whether contractual, statutory or otherwise), restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Purchased Assets Encumbrances**"), other than encumbrances referred to in the Indenture, including without limiting the generality of the foregoing: (i) any Purchased

Assets Encumbrances created by the Order issued on April 17, 2009 by Justice Clément Gascon, J.S.C., as amended, and/or any other CCAA order; and (ii) all Purchased Assets Encumbrances evidenced by registration, publication or filing pursuant to any applicable legislation providing for a security interest in personal or movable property, the Bank Act or any other applicable legislation and, for greater certainty, **ORDERS** that all of the Purchased Assets Encumbrances affecting or relating to the Purchased Assets be expunged and discharged as against the Purchased Assets, in each case effective as of the applicable time and date set out in the Indenture;

[5A] **ORDERS** that nothing in this Order makes inapplicable any obligation under any enactment of the Province of Newfoundland and Labrador (the "**Province**") that the Vendors or the Purchaser or any other person, other than a trustee appointed pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**"), may have by virtue of becoming the owner or operator of the Purchased Assets;

[5B] **RESERVES** to the Province, as the case may be, its rights to seek amendments to this Order to be consistent with any order eventually made by the Court of Appeal in respect of this Court's order dated March 31, 2010;

[6] **ORDERS** that upon the registration at the Registry of Deeds for Newfoundland and Labrador of a certified copy of this Order, the Registrar of Deeds is hereby directed to enter the Purchaser as the owner of the real property and real property interests identified in Schedule "D" hereto (the "**Real Property**") together with all buildings and other structures, facilities and improvements located thereon, in fee simple in respect of the Real Property, and is hereby directed to discharge, release, delete and expunge from title to the Real Property all of the Purchased Assets Encumbrances;

[7] **ORDERS** that the Purchaser Note (as defined in the Indenture) shall be remitted directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners, and **ORDERS** that any amounts owing under the Purchaser Note shall be paid directly to Ernst & Young Inc., in its capacity as Monitor of the Petitioners until the issuance of directions by this Court with respect to the allocation of said payments;

[8] **ORDERS** that for the purposes of determining the nature and priority of Purchased Assets Encumbrances, any and all rights of the Vendors under the Purchaser Note shall stand in the place and stead of the Purchased Assets, and all Purchased Assets Encumbrances shall attach to such rights with the same priority as they had with respect to the Purchased Assets immediately prior to the sale, as if the Purchased Assets had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale;

[9] **ORDERS** that notwithstanding:

- i) the proceedings under the CCAA;

- ii) any petitions for a receiving order now or hereafter issued pursuant to the *BIA* and any order issued pursuant to any such petition; or
- iii) the provisions of any federal or provincial legislation;

the vesting of the Purchased Assets, contemplated in this Order, as well as the execution of the Indenture, the GSA and the Mortgage pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a settlement, fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the *BIA* or any other applicable federal or provincial legislation, nor shall it give rise to an oppression or any other remedy; and

[10] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security;

[11] **WITHOUT COSTS.**


CLÉMENT GASCON, J.S.C. J.S.C.

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

Me Catherine Powell
WEIRFOULDS LLP
Attorneys for Her Majesty The Queen in Right of the Province of Newfoundland and Labrador

Me Avram Fishman
FLANZ FISHMAN MELAND PAQUIN
Attorneys for the Monitor

Me Robert E. Thornton
THORNTON GROUT FINNIGAN
Attorneys for the Monitor

Date of hearing: APRIL 26, 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

500-11-036133-094

PAGE: 8

SCHEDULE "D"
LEGAL DESCRIPTION OF REAL PROPERTY

(BEGINS ON NEXT PAGE)

GRANT

by

HER MAJESTY THE QUEEN

to

ABITISI-PRICE INC.

A parcel of land at Stephenville, Port
Harmon shown as Parcel A on DPW Plan
S-2123 and a parcel of land at Stephenville,
Electoral District of Stephenville shown
as Parcel B on DPW Plan S-2004, both in
the Province of Newfoundland.

DATED 10th August, 1988

RECORDED ... 10th August, 1988

File 604 Document 180

David D. Kirchmayer
DEPUTY REGISTRAR GENERAL OF CANADA



John D. G. Smith
DEPUTY OF THE GOVERNOR GENERAL

Canada

ELIZABETH THE SECOND, by the Grace of
God of the United Kingdom, Canada and Her
other Realms and Territories QUEEN, Head of
the Commonwealth, Defender of the Faith.

Ray L. Edwards
FOR DEPUTY ATTORNEY GENERAL



TO ALL TO WHOM these Presents shall come,

ORISTING:

WHEREAS the lands hereinafter described are vested in Us in right of Canada.

AND WHEREAS the said lands are not required for public purposes and under and by virtue of the statutes in that behalf and pursuant to authority duly granted by Our Governor in Council, the said lands or the interest therein that is or may be vested in Us for the uses of Canada have been disposed of to ABITIBI-PRICE INC., a body corporate and politic, incorporated under the laws of Canada, having its head office in the City of Toronto, in the Province of Ontario, hereinafter called the grantee, in consideration of there being granted to Us other land of equal value in lieu of the said lands.

NOW KNOW YE that We do by these Presents grant, convey and assure unto the grantee, its successors and assigns, ALL AND SINGULAR:-

FIRSTLY:

ALL that parcel of land situated at Stephenville - Port Harmon, Newfoundland shown as Parcel "A", on Public Works Canada Plan S-2123, dated June 13, 1988, signed by James C. Gorman M.L.S., a copy of which is annexed hereto, and being more particularly described as follows:

BEGINNING at an iron pin, said iron pin having Newfoundland Grid coordinates of N 5 376 242.441 metres and E 303 138.165 metres.

THENCE S 57°-50'-09" W, 149.78 metres to an iron pin;

THENCE S 41°-43'-09" W, 289.19 metres to an iron pin set on the high water mark ordinary spring tide of Port Harmon;

THENCE following the high water mark ordinary spring tide of Port Harmon in a general, Southwesterly, Northeasterly and Northwesterly direction 710 metres more or less to an iron pin, said iron pin being N 13°-48'-29" E, 464.189 metres from the last mentioned iron pin;

THENCE N 57°-50'-09" E, 93.852 metres to an iron pin;

THENCE S 32°-09'-51" E, 242.495 metres to the Point of Beginning.

Containing an area of 2.886 hectares more or less.

ALL bearings are referenced to Grid North.

SECONDLY:

ALL that parcel of land situated in Stephenville, Electoral District of Stephenville, Province of Newfoundland, shown as Parcel "E" on Public Works Canada Plan S-2004, dated October, 1987, signed by Maurice Power, M.L.S., a copy of which is annexed hereto, and being more particularly described as follows:

BEGINNING at a Point, said Point being an iron pin and being N 66°-26'-20" E, 131.93 metres from a nail in asphalt;

THENCE following the Northeasterly limit of the access Road to the wharf, S 30°-09'-07" E, 30.00 metres to an iron pin;

THENCE S 36°-28'-39" E, 90.12 metres to an iron pin;

THENCE S 67°-57'-17" E, 35.82 metres to an iron pin;

THENCE N 58°-47'-05" E, 29.47 metres to a point on the Southwesterly limit of the Public Road to Stephenville;

THENCE following the Southwesterly limit of the said Public Road, W 33°-33'-27" W, 147.44 metres to a point;

THENCE S 60°-00'-39" W, 52.59 metres to the Point of Beginning.

Containing an area of 0.738 hectares more or less.

All bearings refer to Grid North.

TO HAVE AND TO HOLD the said lands unto the grantee, its successors and assigns, forever; saving, excepting and reserving unto Us, Our Heirs and Successors, the free use, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter found on or under or flowing through or upon any part of the said lands.

GIVEN under the Great Seal of Canada.

WITNESS:

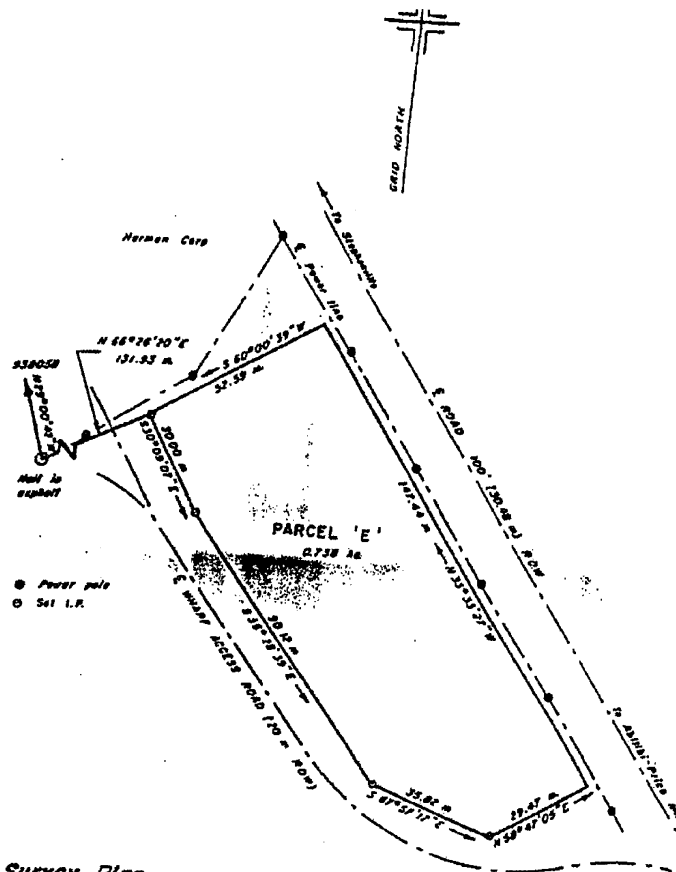
ANTHONY P. SMITH, Esquire, Deputy of Our Right Trusty and Well-beloved Jeanne Sauvé, a Member of Our Privy Council for Canada, Chancellor and Principal Companion of Our Order of Canada, Chancellor and Commander of Our Order of Military Merit upon whom We have conferred Our Canadian Forces' Decoration, Governor General and Commander-in-Chief of Canada.

AT OTTAWA, this tenth day of August in the year
of Our Lord one thousand nine hundred and eighty-eight and
in the thirty-seventh year of Our Reign.

BY COMMAND,

David O. Kirchner
DEPUTY REGISTRAR GENERAL
OF CANADA

[Signature]
FOR DEPUTY MINISTER
OF PUBLIC WORKS



Survey Plan

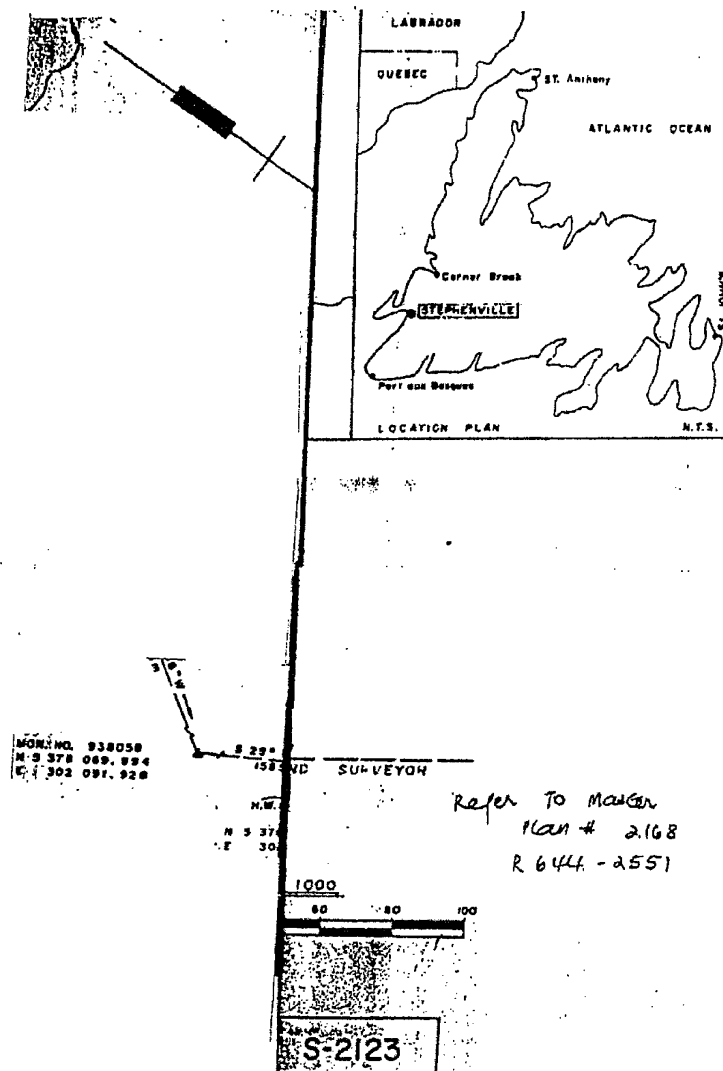
for

Abitibi-Price

Stephenville, Nfld.



Scale: 1:1000
Oct., 1987



SCHEDULE "A", PAGE 1
Description
Land of Abitibi Price Inc.
Port Harman - Stephenville

All that piece or parcel of land situate, lying and being on the east side of Connecticut Drive, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows:

That is to say, beginning at a point said point is found by running South thirty eight (38) degrees twenty five (25) minutes twenty eight (28) seconds East from Crown Land Monument No. 938 884 a distance of two thousand five hundred and ninety two decimal eight six two (2592.862) metres;

Running thence from the above described point of beginning North fifty six (56) degrees fifty six (56) minutes fifty eight (58) seconds East by property of N.L.R.O. a distance of one hundred decimal five two six (100.526) metres;

Thence by property of N.L.R.O. North eighty one (81) degrees fifty six (56) minutes forty six (46) seconds East a distance of two hundred and forty one decimal two one one (241.211) metres, South seventy two (72) degrees thirty eight (38) minutes zero five (05) seconds East a distance of eighty decimal one two six (80.126) metres, South seventy one (71) degrees fifty eight (58) minutes ten (10) seconds East a distance of fifteen decimal two four five (15.245) metres and South thirty five (35) degrees fifty five (55) minutes forty three (43) seconds East a distance of two hundred and ninety nine decimal seven four six (299.746) metres;

Thence along the southerly limits of an Access Road (20.12 m wide) South thirty seven (37) degrees twenty two (22) minutes eleven (11) seconds West a distance of two hundred and eighteen decimal nine six three (218.963) metres, South thirty seven (37) degrees forty three (43) minutes thirty five (35) seconds West a distance of one hundred and twenty two decimal nine one eight (122.918) metres and South thirty nine (39) degrees zero two (02) minutes thirty one (31) seconds West a distance of thirty five decimal three eight one (35.381) metres;

Thence along the southerly limits of an Access Road (20.12 m wide) South fifty three (53) degrees forty eight (48) minutes fifty six (56) seconds West a distance of distance of thirty five decimal one five five (35.155) metres, South sixty four (64) degrees fifty seven (57) minutes twenty nine (29) seconds West a distance of seventy one decimal seven seven nine (71.779) metres and North seventy seven (77) degrees thirty five (35) minutes zero five (05) seconds West a distance of sixteen decimal one eight zero (16.180) metres;

Thence along the easterly limits of Connecticut Drive (38.48 m wide) North thirty three (33) degrees thirty three (33) minutes twenty seven (27) seconds West a distance of two hundred and forty seven decimal zero nine eight (247.098) metres, North thirty two (32) degrees forty eight (48) minutes fifty two (52) seconds West a distance of one hundred and twenty six decimal seven two four (126.724) metres and North twenty one (21) degrees seventeen (17) minutes eleven (11) seconds West a distance of twenty seven decimal six four two (27.642) metres;

SCHEDULE "A", PAGE 2

Thence along the easterly limits of Connecticut Drive (38.48 m wide) North twelve (12) degrees thirty one (31) minutes zero six (06) seconds West a distance of twenty five decimal three eight two (25.382) metres, North ten (10) degrees seventeen (17) minutes twenty three (23) seconds West a distance of fifty three decimal seven one six (53.716) metres and North zero nine (09) degrees fifty eight (58) minutes fifty eight (58) seconds West a distance of one hundred and fifteen decimal zero four eight (115.048) metres to the point of beginning; containing 19.221 Hectares and is shown and delineated on attached drawing No. ABI 94 498-3.

EXCLUDING THEREFROM a portion of property of N.L.N.O. which is described as follows: Beginning at a point said point is found by running South sixty (60) degrees forty five (45) minutes twenty two (22) seconds East from Crown Land Monument No. 830 4124 a distance of nine hundred and one decimal eight three zero (901.830) metres;

Running thence from the above described point of beginning by property of Abitibi Price Inc. North fifty eight (58) degrees zero seven (07) minutes twenty two (22) seconds East a distance of one hundred and fifty three decimal five three nine (153.539) metres and North seventy three (73) degrees nineteen (19) minutes thirty one (31) seconds West a distance of fifty seven decimal eight four one (57.841) metres;

Thence along an Access Road (15.24 m wide) North eighty five (85) degrees fifty one (51) minutes zero zero (00) seconds East a distance of forty two decimal eight six eight (42.068) metres;

Thence by property of Abitibi Price Inc. South seventy three (73) degrees nineteen (19) minutes thirty one (31) seconds East a distance of thirty one decimal two three two (31.232) metres, South fifty four (54) degrees eighteen (18) minutes fifty seven (57) seconds East a distance of one hundred and forty seven decimal six zero four (147.604) metres and South thirty six (36) degrees eleven (11) minutes twenty eight (28) seconds West a distance of one hundred and six decimal seven four seven (106.747) metres;

Thence by property of Abitibi Price Inc. South twenty seven (27) degrees forty four (44) minutes forty six (46) seconds West a distance of one hundred and thirty decimal eight five three (130.853) metres and North thirty six (36) degrees eleven (11) minutes thirty five (35) seconds West a distance of two hundred and forty three decimal one five eight (243.158) metres to the point of beginning; containing 3.817 Hectares more or less;

All bearings refer to Grid North (NAD 83).

Enos K. Fudge

Newfoundland

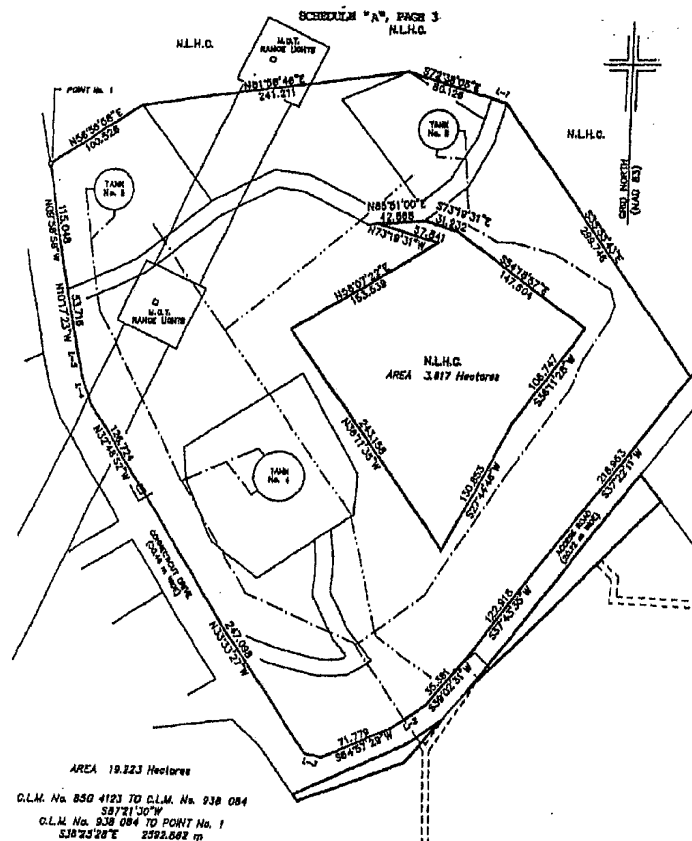


EKF/oje

Enos Fudge Surveys

ABI 94 498-3

December 8, 1994



LEGEND

PIPELINE (DISCHARGE) ————
PIPELINE (FILL) ————

L-1 371°59'10"E 15.245
L-2 252°48'58"W 35.135
L-3 N77°13'03"W 16.180
L-4 N21°17'11"W 27.848
L-5 N12°11'06"W 25.362

LAND SURVEY FOR ABITHI PRICE INC.
PORT HARMON, STEPHENVILLE, NF.

SCALE 1 : 3000

DATE 08 DECEMBER 1994

DRAWING No. ABI 94 490 - 5



SCHEDULE "B" PAGE 1

Description

Land of Abitibi Price Inc.
(Dump Site)

Route 498 - Stephenville

All that piece or parcel of land situate, lying and being east of Route 498, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows;

That is to say, beginning at a point said point is found by running South sixty nine (69) degrees twenty three (23) minutes zero one (01) seconds East from Crown Land Monument No. 938 884 a distance of three thousand two hundred and thirty five decimal one nine one (3235.191) metres;

Running thence from the above described point of beginning North zero four (04) degrees thirty eight (38) minutes thirteen (13) seconds West by property of N.L.N.O. a distance of one hundred and seventeen decimal zero six four (117.064) metres;

Thence by property of N.L.N.O. North seventy three (73) degrees thirty three (33) minutes fifty two (52) seconds East a distance of two hundred and sixty decimal one eight three (260.183) metres;

Thence by property of N.L.N.O. South thirty eight (38) degrees fifty one (51) minutes twenty seven (27) seconds East a distance of one hundred and seventy four decimal zero three one (174.031) metres;

Thence by property of N.L.N.O. and a Dynamite Shed South fifty four (54) degrees twenty five (25) minutes fifteen (15) seconds West a distance of two hundred and forty decimal six five two (240.652) metres;

Thence by property of Her Majesty the Queen in Right of Newfoundland North sixty (60) degrees fifty seven (57) minutes forty seven (47) seconds West a distance of one hundred and seventy five decimal six two one (175.621) metres to the point of beginning; containing 6.866 Hectares, together with an access (15.24 m wide) as shown and delineated on attached drawing No. API 93 498-2.

All bearings refer to Grid North (NAD 27).

Enos K. Fudge

Newfoundland Land Survey



ERP/cje

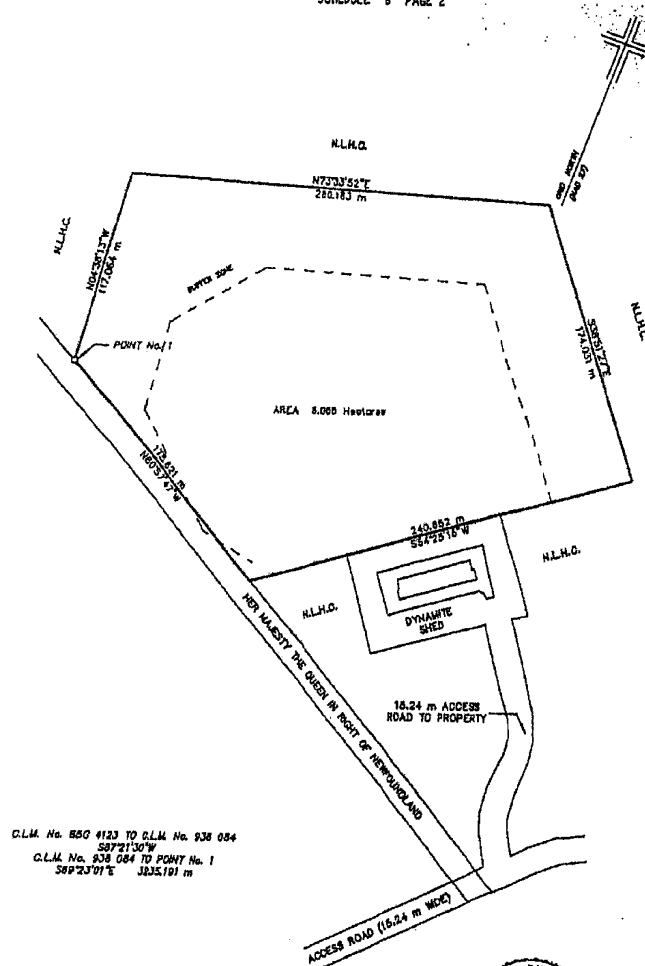
Enos Fudge Surveys

API 93 498-2

August 13, 1993

Revised September 29, 1995

SCHEDULE "B" PAGE 2



SCHEDULE "C" PAGE 1

Description

Land of Abitibi Price Inc.
(Dump Site)

Port Harrison - Stephenville

All that piece or parcel of land situate, lying and being on the east side of Route 498, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows:

That is to say, beginning at a point said point is found by running South fifty six (56) degrees fifty five (55) minutes thirteen (13) seconds East from Crown Land Monument No. 938 084 a distance of two thousand nine hundred and forty two decimal nine six zero (2970.372) metres;

Running thence from the above described point of beginning North seventy five (75) degrees twenty four (24) minutes zero six (06) seconds East by property of N.L.H.O. a distance of three hundred and sixty four decimal four one eight (364.418) metres;

Thence by property of N.L.H.O. South zero one (01) degrees forty three (43) minutes fifty one (51) seconds West a distance of three hundred and forty decimal two seven zero (340.270) metres and South forty one (41) degrees twenty four (24) minutes eighteen (18) seconds East a distance of two hundred and forty decimal eight three two (240.832) metres;

Thence by property of N.L.H.O. South sixty four (64) degrees fifty one (51) minutes nineteen (19) seconds West a distance of one hundred and eight decimal two five nine (108.259) metres, South twelve (12) degrees forty five (45) minutes twenty seven (27) seconds East a distance of fifty four decimal three four two (54.342) metres and North eighty nine (89) degrees thirty four (34) minutes zero two (02) seconds East a distance of fifty seven decimal one one six (57.116) metres;

Thence along the northerly limits of an Access Road (15.24 m wide) South fifty one (51) degrees fifty five (55) minutes thirty five (35) seconds West a distance of thirty three decimal seven four seven (33.747) metres, South fifty nine (59) degrees thirty eight (38) minutes fifty (50) seconds West a distance of sixty two decimal one zero six (62.106) metres and South forty five (45) degrees eleven (11) minutes forty five (45) seconds West a distance of forty six decimal seven six zero (46.760) metres;

Thence along the northerly limits of an Access Road (15.24 m wide) South thirty (30) degrees thirty six (36) minutes fifty seven (57) seconds West a distance of sixty five decimal three four eight (65.348) metres, South fifty three (53) degrees zero six (06) minutes nineteen (19) seconds West a distance of eighty three decimal nine one five (83.915) metres and South sixty three (63) degrees twenty six (26) minutes zero five (05) seconds West a distance of twenty eight decimal five seven two (28.572) metres;

ABI 94 498-6



SCHEDULE "C" PAGE 2

.../2

Thence along the easterly limits of Route 498 (38.48 m wide) North eleven (11) degrees twenty eight (28) minutes forty three (43) seconds West a distance of thirty seven decimal three seven four (37.374) metres and North fifteen (15) degrees zero one (01) minutes thirty four (34) seconds West a distance of one hundred and sixty decimal two zero eight (160.208) metres;

Thence along the easterly limits of Route 498 (38.48 m wide) North eighteen (18) degrees fifty six (56) minutes twenty four (24) seconds West a distance of four hundred and fifteen decimal two six two (415.262) metres and North eighteen (18) degrees thirty five (35) minutes sixteen (16) seconds West a distance of one hundred and fifty six decimal zero one four (156.014) metres to the point of beginning; containing 28.299 Hectares and is shown and delineated on attached drawing No. ABI 94 498-6.

All bearings refer to Grid North (WAD 83)

Enos K. Fudge

Newfoundland Land Survey



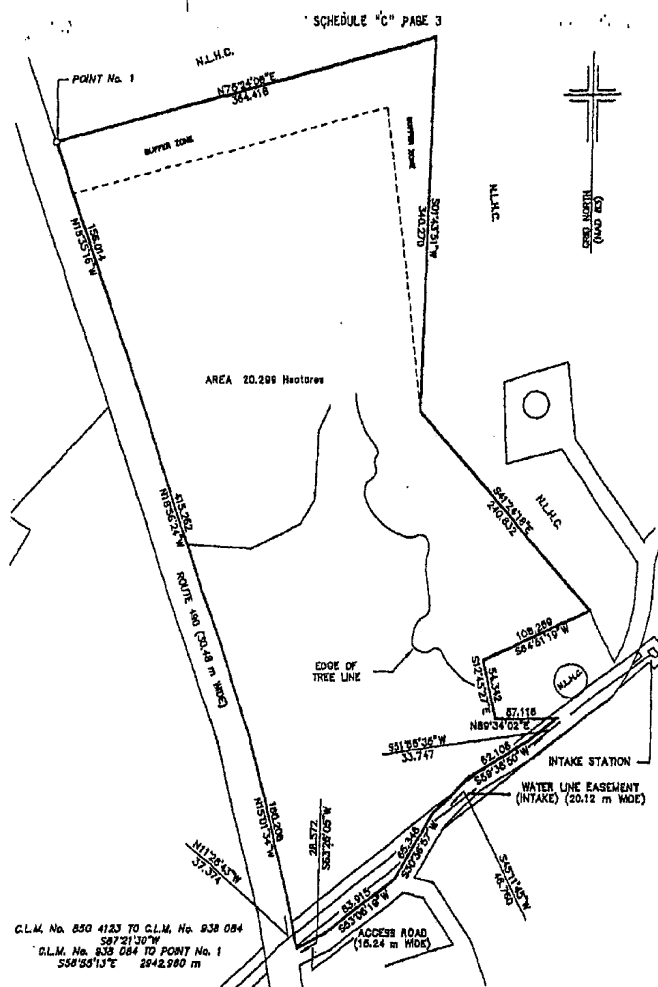
EKF/cje

Enos Fudge Surveys

ABI 94 498-6

January 31, 1993

Revised September 29, 1995



LAND SURVEY FOR ABITIBI PRICE INC. (DUMP SITE)
PORT HARMON, STEPHENVILLE, NF.

SCALE 1 : 3000

DATE 31 JANUARY 1995 REVISED 29 SEPTEMBER 1995

DRAWING No. ABI 94 490 - 8



SCHEDULE "D" PAGE 1

Description

Land of Abitibi Price Inc.
(Dump Site)

Route 498 - Stephenville

All that piece or parcel of land situate, lying and being east of Route 498, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows;

That is to say, beginning at a point said point is found by running South forty nine (49) degrees fifty five (55) minutes zero nine (09) seconds East from Crown Land Monument No. 938 884 a distance of three thousand eight hundred and forty seven decimal nine zero zero (3847.986) metres;

Running thence from the above described point of beginning by property of N.L.N.C. North thirty seven (37) degrees zero zero (00) minutes twenty one (21) seconds East a distance of one hundred and thirty seven decimal nine nine eight (137.998) metres and North seventy eight (78) degrees twenty three (23) minutes twenty (20) seconds East a distance of one hundred and seventeen decimal four seven three (117.473) metres;

Thence along tank assessment South zero six (06) degrees forty eight (48) minutes forty eight (48) seconds East a distance of forty four decimal five four zero (44.540) metres and North eighty three (83) degrees eleven (11) minutes twelve (12) seconds East a distance of twenty eight decimal two seven zero (28.270) metres;

Thence along the westerly limits of an Access Road (15.24 m wide) South zero six (06) degrees forty eight (48) minutes forty eight (48) seconds East a distance of thirty three decimal six three eight (33.638) metres, following the arc of a curve of radius 74.898 m whose chord bearing and distance is South twenty five (25) degrees forty (40) minutes twenty five (25) seconds West a distance of fifty decimal three eight seven (50.387) metres, South fifty two (52) degrees zero zero (00) minutes thirteen (13) seconds West a distance of forty six decimal two eight nine (46.289) metres and South forty three (43) degrees zero five (05) minutes zero four (04) seconds West a distance of one hundred and ten decimal three five eight (110.358) metres;

Thence by property of N.L.N.C. North forty six (46) degrees fifty nine (59) minutes thirty nine (39) seconds West a distance of one hundred and thirty nine decimal one eight five (139.185) metres to the point of beginning; containing 3.837 Hectares and is shown and delineated on attached drawing No. API 93 498-3.

All bearings refer to Grid North (NAD 27).

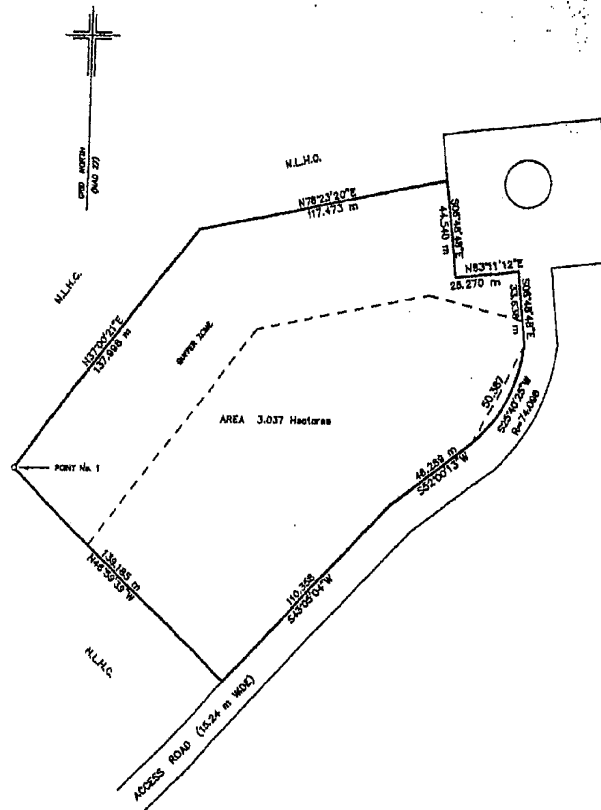
Ernest R. Fudge

ERF/oje
Ernest Fudge Surveys
API 93 498-3
August 12, 1993
Revised September 29, 1993

Newfoundland Land Survey



SCHEDULE "D" PAGE 2



O.L.M. No. 950 4123 TO O.L.M. No. 938 084
 87°21'30"W
 O.L.M. No. 938 084 TO POINT No. 1
 94°08'09"E 3847.900 m

LAND SURVEY FOR ABITIBI PRICE INC. (DUMP SITE)
 ROUTE 480, STEPHENVILLE, NF.

SCALE 1 : 1500

DATE 12 AUGUST 1993 REVISED 29 SEPTEMBER 1995

DRAWING No. API 93 480 - 3



SCHEDULE "E", PAGE 1

Description

Land of Abitibi Price Inc.
Parcel "A"

Port Harmon - Stephenville

All that piece or parcel of land situate, lying and being on the south side of an Access Road, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows:

That is to say, beginning at a point said point is found by running South thirty eight (38) degrees forty eight (48) minutes thirty seven (37) seconds East from Crown Land Monument No. 938 884 a distance of three thousand two hundred and five decimal four eight one (3205.481) metres and South thirty nine (39) degrees zero two (02) minutes thirty one (31) seconds West a distance of thirty eight decimal two two one (38.221) metres;

Running thence from the above described point of beginning South thirty nine (39) degrees zero two (02) minutes thirty one (31) seconds West by property of Abitibi Price Inc. a distance of fifty decimal five four nine (50.549) metres;

Thence by property of Abitibi Price Inc. South sixty nine (69) degrees zero six (06) minutes thirty one (31) seconds West a distance of one hundred and two decimal six four zero (102.640) metres;

Thence by property of Abitibi Price Inc. North thirty six (36) degrees forty nine (49) minutes twenty nine (29) seconds West a distance of seven decimal one three seven (7.137) metres;

Thence along the southerly limits of an Access Road (20.12 m wide) North sixty four (64) degrees fifty seven (57) minutes twenty nine (29) seconds East a distance of one hundred and ten decimal three one seven (110.317) metres and North fifty three (53) degrees forty eight (48) minutes fifty six (56) seconds East a distance of thirty nine decimal seven two six (39.726) metres to the point of beginning; containing 1403.4 square metres and is shown and delineated on attached drawing No. ABI 94 498-7.

All bearings refer to Grid North (NAD 83).

Enos K. Fudge

Newfoundland Land Survey

BKF/oje

Enos Fudge Surveys

ABI 94 498-7

February 18, 1993



SCHEDULE "F", PAGE 1

Description

Land of Abitibi Price Inc.
Parcel "B"

Port Harmon - Stephenville

All that piece or parcel of land situate, lying and being on the east side of an Access Road, Stephenville, District of Stephenville, Province of Newfoundland, abutted and bounded as follows:

That is to say, beginning at a point said point is found by running South thirty eight (38) degrees forty eight (48) minutes thirty seven (37) seconds East from Crown Land Monument No. 938 884 a distance of three thousand two hundred and five decimal four eight one (3205.481) metres;

Running thence from the above described point of beginning North thirty seven (37) degrees forty three (43) minutes thirty five (35) seconds East along the easterly limits of an Access Road (10.12 m wide) a distance of one hundred and twenty two decimal one five zero (122.150) metres;

Thence along the easterly limits of an Access Road (10.12 m wide) North thirty seven (37) degrees twenty two (22) minutes eleven (11) seconds East a distance of one hundred and twenty four decimal five two seven (124.527) metres;

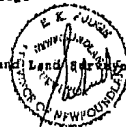
Thence by property of N.L.N.C. South thirty eight (38) degrees fifty eight (58) minutes twenty nine (29) seconds East a distance of thirty one decimal one nine one (31.191) metres;

Thence by property of Abitibi Price Inc. South forty four (44) degrees fifty seven (57) minutes thirty one (31) seconds West a distance of fifty six decimal three five zero (56.350) metres and South forty four (44) degrees forty two (42) minutes thirty one (31) seconds West a distance of one hundred and eighty four decimal nine seven zero (184.970) metres to the point of beginning; containing 3671 square metres and is shown and delineated on attached drawing No. ABI 94 498-7.

All bearings refer to Grid North (NAD 83).

Erna K. Fudge

Newfoundland Land Survey



EXF/cjs

Erna Fudge Surveys

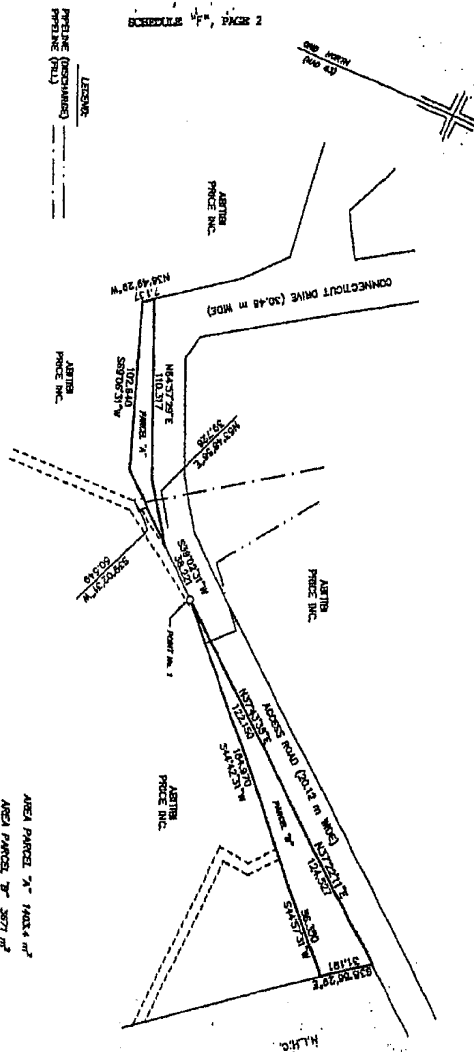
ABI 94 498-7

February 18, 1995

LAND SURVEY FOR ASTIR PRICE INC.
PORT HARBOR, STEPHENVILLE, NE.
SCALE 1 : 2000
DATE 10 FEBRUARY 1995
DRAWING NO. ARI 84 490 - 7



AREA PARCEL "X" 146,641 m²
AREA PARCEL "Y" 397,107 m²
CLK. NO. 856 4125 TO CLK. NO. 828 084
CLK. NO. 827 217 TO CLK. NO. 827 217
SCHEDULE 2004-01-01



LESSOR
PRELIM (RECHARGE)
PRELIM (PUL)

SCHEDULE 2004-01-01

THE SCHEDULE HEREIN SET FORTH IS:

Schedule "A"

ALL THAT piece or parcel of land situated at Harmon Complex, Stephenville, in the Province of Newfoundland, Canada, and abutted and bounded as follows, that is to say: Starting at a point being Crown Lands Marker No. 938+060 thence along a tranverse South $40^{\circ} 38'$ West to Crown Lands Marker No. 936+161, thence South $80^{\circ} 20'$ East a distance of 146.70 metres to the point of commencement; Thence South $36^{\circ} 42'$ East for a distance of 103.00 metres; thence North $83^{\circ} 34'$ East for a distance of 71.11 metres; thence South $45^{\circ} 50'$ East for a distance of 31.31 metres; thence South $35^{\circ} 29'$ East for a distance of 64.19 metres; thence North $70^{\circ} 27'$ East for a distance of 102.64 metres; thence North $40^{\circ} 23'$ East for a distance of 88.77 metres; thence North $46^{\circ} 30'$ East for a distance of 184.97 metres; thence North $46^{\circ} 18'$ East for a distance of 56.35 metres; thence South $37^{\circ} 30'$ East for a distance of 435.12 metres; thence South $79^{\circ} 44'$ East for a distance of 170.71 metres; thence South $55^{\circ} 23'$ East for a distance of 12.12 metres; thence South $9^{\circ} 07'$ East for a distance of 34.65 metres; then South $0^{\circ} 45'$ East for a distance of 35.07 metres; thence South $9^{\circ} 11'$ West for a distance of 26.17 metres; thence South $23^{\circ} 24'$ West for a distance of 26.92 metres; thence South $40^{\circ} 13'$ West for a distance of 28.36 metres; thence South $57^{\circ} 05'$ West for a distance of 26.15 metres; thence South $63^{\circ} 30'$ West for a distance of 62.18 metres; thence South $51^{\circ} 17'$ West for a distance of 23.95 metres; thence South $40^{\circ} 13'$ West for a distance of 117.99 metres; thence, South $51^{\circ} 03'$ West for a distance of 53.27 metres; thence North $89^{\circ} 40'$ West for a distance of 18.69 metres; thence North $70^{\circ} 32'$ West for a distance of 98.00 metres; thence South $60^{\circ} 25'$ West for a distance of 44.16 metres; thence South $78^{\circ} 13'$ West for a distance of 43.32 metres; thence South $16^{\circ} 36'$ West for a distance of 90.24 metres; thence South $43^{\circ} 48'$ West for a distance of 59.28 metres; thence South $61^{\circ} 43'$ West for a distance of 138.96 metres; thence North $30^{\circ} 50'$ West for a distance of 841.66 metres; thence North $59^{\circ} 10'$ East for a distance of 104.58 metres to the point of commencement, the said piece or parcel of land containing 45.324 hectares and being bounded by properties of Harmon Corpor-

ation on the north, east and south and by land of the Ministry of Transport and Stephenville Harbour on the west, and being delineated on the plan annexed hereto and thereon outlined in red, all bearings being referred to Magnetic North SUBJECT
TO HOWEVER THE EXCEPTIONS RESERVATIONS AND COVENANTS.

HEREINAFTER CONTAINED.

There are reserved to the Government ^{of Newfoundland ("Government")} and its successors in title the owners for the time being of Nine Pond in the vicinity of the property hereinbefore conveyed the underground water pipes the approximate lines and positions whereof are shown by the green lines on the plan annexed hereto together with the right in perpetuity for it and them and its or their servants and licensees to use the said pipes for the supply of industrial water to the property of the Government and its successors in title and its and their licensees and to inspect, cleanse, repair, maintain, remove, replace and enlarge the same for such purposes to enter on and walk over the lands adjoining the said water pipes and do any necessary work thereon causing as little damage as possible and restoring the surface whenever opened up as soon as may be and making reasonable compensation for all damage done or caused thereby and the Company for itself and its successors in title covenants not to build over the said water pipes and on the strip of land ten feet (10') either side of the said water pipes or to do or to suffer to be done anything whereby the purity and flow of the water carried by the said pipes may be diminished or polluted.

There are reserved to the Government and its successors in title the owners for the time being of the petroleum pipe lines in the vicinity of the property hereinbefore conveyed the underground petroleum pipes the approximate lines and positions whereof are shown by the black lines on the plan annexed hereto together with the right in perpetuity for it and them and its or their servants and licensees to use the said pet-

roleum pipes for the supply of petroleum to the property of the Government and its successors in title and its and their licensees and to inspect, cleanse, repair, maintain, remove, replace and enlarge the same and for such purposes to enter on and walk over the lands adjoining the said petroleum pipes and to do any necessary work thereon causing as little damage as possible and restoring the surface whenever opened up as soon as may be and making compensation for all damage done or caused thereby and the Company for itself and its successors in title covenants not to build over the said petroleum pipes or on the strip of land ten feet (10') either side of the said petroleum pipes or do or suffer to be done anything whereby the flow of the petroleum carried by the said pipes may be diminished or polluted.

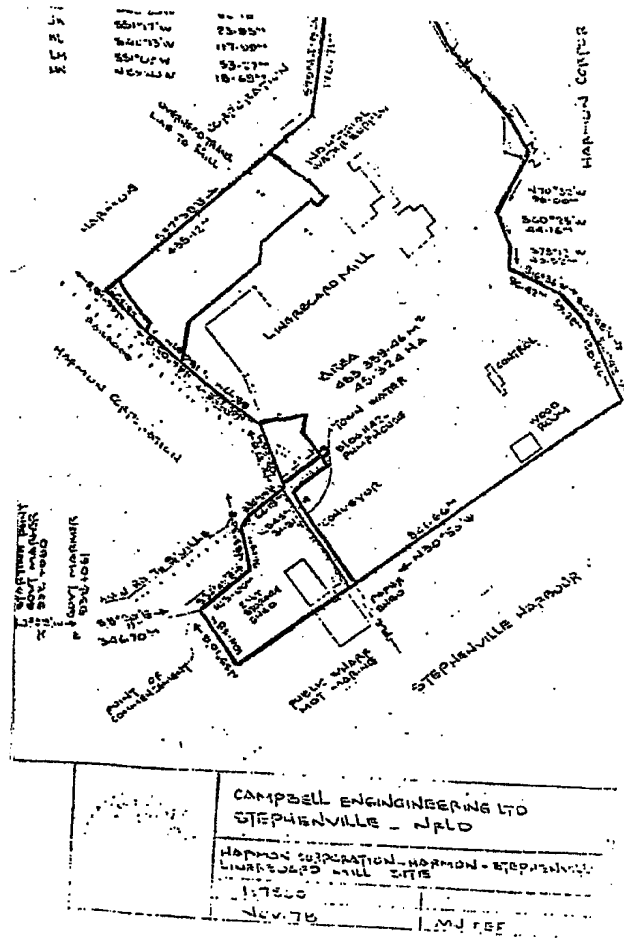
There is reserved to the Government and its successors in title the owners for the time being of the petroleum lines described above and their servants and licensees at all times unimpeded access to and use of the pumps and valves for such lines located at the pumphouse shown on the plan annexed hereto.

There are reserved to the Government and its successors in title the owners for the time being of the domestic water supply to the property hereinbefore conveyed the underground water pipes the approximate lines and positions whereof are shown by the yellow lines on the plan annexed hereto together with the right in perpetuity for it and them and its or their servants and licensees to use the said pipes for the supply of domestic water to the property of the Government and its successor in title, the owners of the domestic water supply service, and its and their licensees and to inspect, cleanse, repair, maintain, remove, replace and enlarge the same and for such purposes to enter on and walk over the lands adjoining the said water pipes and to do any necessary work thereon causing as little damage as possible and restoring the surface there-

ever opened up as soon as may be and making compensation for all damage done or caused thereto and the Company for itself and its successors in title covenants not to build over the said water pipes or on the strip of land five feet (5') either side of the said water pipes or do or suffer to be done anything whereby the purity and flow of the water carried by the said pipes may be diminished or polluted.

Out of the conveyance hereinbefore contained there are excepted and reserved unto the Government absolutely and forever all minerals, petroleum and stratified deposits from which oil can be extracted by destructive distillation.

If the Company desires to close off the right of the public to use the public road or, under the terms of the agreement granting the right of way for the railway spur to the property hereinbefore conveyed, the right of others to use the said railway spur, where such road and railway spur enters, passes over and leaves the property of the Company hereinbefore conveyed the Company shall at its own expense relocate the said road or the said railway spur or both as the case may be in a manner to be approved in writing by the Government or the local authority or authorities administering such road and the land over which the railway spur passes.



ALL THAT

certain lot, piece, or parcel of land being part of the property previously leased to the Government of the United States of America for the establishment of Ernest Harmon Air Force Base in the Electoral District of Port au Port in the Province of Newfoundland, being bounded and described as follows: Starting at a point inscribed PT #1, the said point having reference from the most southerly corner of the concrete wharf structure on Port Harmon as follows; North fifty-eight degrees twenty-nine minutes East (N 58° 29' E) one hundred fourteen and nine tenths (114.9) feet; thence, North fifty-eight degrees twenty-nine minutes East (N 58° 29' E) two hundred eighty-five and one tenth (285.1) feet; thence, South thirty-one degrees thirty-one minutes East (S 31° 31' E) seven hundred fifty (750.0) feet to the above starting point; thence by property of Labrador Linerboard Ltd. South thirty-one degrees thirty-one minutes East (S 31° 31' E) one thousand three hundred ninety and three tenths (1390.3) feet to a point inscribed PT #2; thence, by property of Harmon Corporation and Reid Lot 21 South twenty-nine degrees thirty-four minutes West (S 29° 34' W) seven thousand nine hundred ninety-nine and nine tenths (7999.9) feet to a point inscribed PT #3, located on the high water mark of Bay St. George; thence, in a general Northerly direction following the high water mark of Bay St. George approximately one thousand nine hundred twenty (1920.0) feet to a point inscribed PT #5A; thence, North twenty-six degrees fifty-seven minutes East (N 26° 57' E) fifty (50.0) feet to a point inscribed PT #5; thence, by property of Ministry of Transport North twenty-six degrees fifty-seven minutes East (N 26° 57' E) two thousand two hundred ninety-two and three tenths (2292.3) feet to a point inscribed PT #6; thence, by property of Ministry of Transport North twenty-six degrees fifty-nine minutes East (N 26° 59' E) three thousand twenty-eight and six tenths (3028.6) feet to a point inscribed PT #7; thence, by property of Ministry of Transport North twenty-five degrees twenty-four minutes East (N 25° 24' E) seven hundred seventy four and eight tenths (774.8) feet to a point inscribed PT #8; thence, by property of Ministry of Transport North forty-two degrees twenty-two minutes East (N 42° 22' E) nine hundred forty-eight and eight tenths (948.8) feet to a point inscribed PT #9; thence by property of Ministry of Transport North fifty-eight degrees twenty-nine minutes East (N 58° 29' E) four hundred ninety-one and four tenths (491.4) feet, more or less, to the starting point: for reference purposes PT #5 has reference from PT #3 as follows: North eleven degrees two minutes West (N 11° 02' W)

- 2 -

one thousand five hundred seventy-three and six tenths (1573.6) feet to a point inscribed PT #4, thence, North fifty-four degrees forty-three minutes West (N 54° 43' W) three hundred forty-five (345.0) feet to PT #5: the herein described property shown delineated in red on the attached Drawing No. 7647-1, containing in area eleven million five hundred thirty-two thousand (11,532,000) square feet, more or less, or two hundred sixty-four and seven tenths (264.7) acres, more or less, all bearings being from the true meridian.

TOGETHER WITH all buildings and erections thereon TO HOLD the same unto the Purchaser absolutely and forever SUBJECT TO the condition that the Purchaser, its successors and assigns shall allow to the Government of Canada its servants, agents and independent contractors, forever, free and unobstructed passage over all roadways existing within the limits of the land hereby conveyed as of the date hereof as shown on the attached Drawing No. 7647-1 and over all roadways constructed in substitution for or in lieu of such existing roadways.

Description

Land of the Town of Stephenville

Port Harmon, Stephenville, NL

Schedule "A" - Page 1

All that piece or parcel of land situate, lying and being at Port Harmon, Stephenville, District of St. George's-Stephenville East, Province of Newfoundland and Labrador, abutted and bounded as follows:

That is to say, beginning at a point, said point having Grid Co-ordinates N5378848.881; E303077.031;

Running thence from the above described point of beginning by property of Canadian Coast Guard S81°08'57"W distance 74.851 metres;

Thence by properties of Canadian Coast Guard and Port Harmon Authority S72°58'00"W distance 80.997 metres;

Thence by property of Port Harmon Authority S67°41'28"W distance 88.311 metres;

Thence S32°15'08"E distance 184.005 metres;

Thence N57°43'41"E distance 115.391 metres;

Thence by land of Abitibi-Consolidated Inc. N13°13'09"E distance 140.984 metres;

Thence by the westerly limits of an access road N40°28'24"W distance 47.573 metres to the point of beginning; containing 2.867 hectares as shown and delineated on attached Drawing No. 08-ABITIBI-1.

All bearings refer to Grid North (NAD 83)

Eric K. Fudge

Newfoundland Land Surveyor

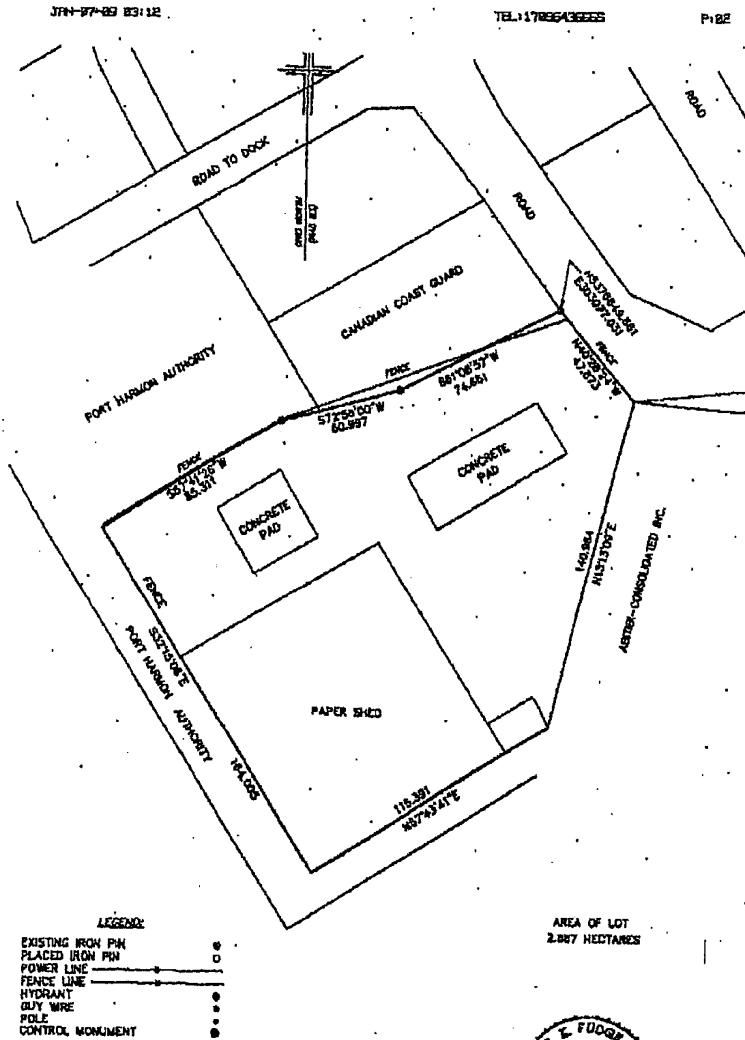
Eric Fudge Surveys

08-ABITIBI-1

November 28th, 2008



Schedule "A" - Page 2



LAND SURVEY FOR THE TOWN OF STEPHENVILLE
 PORT HARMON, STEPHENVILLE, NL.
 SCALE 1 : 1500



ALL THOSE various pieces or parcels of land lying, situate and being in or near the Town of Botwood, Newfoundland and Labrador, or located with thirty (30) kilometres of the municipal boundaries of the Town of Botwood, all as more fully described in those conveyances described in the attached Table, **BUT EXCLUDING THEREFROM** all those properties conveyed subsequent to the dates of such conveyances.

Parcel Key

Parcel Key		
19	?	Railroad Right-of-way along Water Street
140	December 3, 1908	Thomas Hancock , John Hancock to A. E. Harris (conveyance) (V38, F587-588)
141	December 3, 1908	William Hemeon to A. E. Harris (conveyance) (V38, F591-593) - 0.38 acres
142	December 4, 1908	Henry Hancock to A. E. Harris (confirmation) (V38, F593-594)
143	December 4, 1908	William Baird to A. E. Harris (conveyance) (V38, F584-585)
144	January 2, 1909	Thomas Hancock and William Wheeler to A. E. Harris (conveyance) (V39, F106-107) - 0.50 acres
145	December 5, 1908 and July 12, 1916	Thomas Hancock and A. Mugford to A. E. Harris (conveyance) (V38, F583-584) - 0.25 acres; and, Harry Crowe to A. Mugford (conveyance) (V65, F242-243)
146	December 3, 1908	Joseph Hancock (Estate of James Hancock) to A. E. Harris (conveyance) (V38, F581-582)
147	December 4, 1908	Martha and Archibald Hancock and Joseph Hancock to A. E. Harris (conveyance) (V38, F580-581) - 1 acre
148	January 4, 1909	James J. Smith and Joseph Hancock to A. E. Harris (conveyance) (V39, F107-109) - 1 acre
149	December 3, 1908	Harry Burt and Joseph Hancock to A. E. Harris (conveyance)
151	May 28, 1909	P. Walker et al to A. E. Harris (conveyance) (V40, F151-153)
152	February 1, 1909	George Burt to A. E. Harris (conveyance) (V39, F259-260) - 1.65 acres
153	February 2, 1909	T. Scott to A. E. Harris (confirmation) (V51, F289-290) - 1.65 acres

154	October 24, 1908	Samuel Oxford to A. E. Harris (bill of sale) (V38, F411-412)
155	October 24, 1908	Samuel Oxford to A. E. Harris (bill of sale) ((V38, F412-413)
156	October 10, 1908	Henry Handcock to A. E. Harris (bill of sale) (V38, F364-368)
214	December 1, 1915	Harry Burt to ANDCo (conveyance) (V57, F143-144) - 2.31 acres
217	December 1, 1915	Harry Burt to ANDCo (deed of exchange) (unregistered) - 0.22 acres
238	November 18, 1916	Peter D. Park and Carl W. Storm to ANDCo (bill of sale) (V59, F337-338) - Land and Boat House
574	September 20, 1928	E. J. Blackwood to ANDCo (conveyance) (V1021, F502-504)
595	August 31, 1922	A. E. Reed and Company to ANDCo (V105, F433-436) (conveyance)
672	December 28, 1929	Eastern Trust to ANDCo (conveyance) (V112, F182-186)
687A	July 8, 1929	James Inder et al to ANDCo (conveyance) (V114, F488-490) - approx. 26 acres
687B	July 8, 1929	Martha Mugford et al to ANDCo (confirmation) (V114, F490-492)