
**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:) Chapter 11
)
) Case No. 09-11296 (KJC)
ABITIBIBOWATER INC., *et al.*,¹)
) (Jointly Administered)
)

AND

**IN THE MATTER OF THE PROPOSED
CCAA PLAN OF REORGANIZATION AND COMPROMISE**

Involving

ABITIBIBOWATER INC. AND CERTAIN OF ITS SUBSIDIARIES

NOTICE OF COMMENCEMENT OF RIGHTS OFFERING

TO CREDITORS IN CLASS 6 OF THE U.S. PLAN AND AFFECTED UNSECURED CREDITORS UNDER THE CCAA PLAN, WHO WILL NOT, OR HAVE ELECTED TO NOT, RECEIVE A CASH DISTRIBUTION UNDER THE CCAA PLAN, PLEASE TAKE NOTICE THAT:

1. Approval of Disclosure Statement. On August 3, 2010, the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) entered an order (the “Order”) authorizing AbitibiBowater Inc. and certain of its subsidiaries and affiliates in the above-captioned chapter 11 cases (collectively, the “U.S. Debtors”) to solicit votes with regard to the approval or rejection of the *Debtors’ Second Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* (the “U.S. Plan”). To solicit votes, the Debtors will mail a

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: AbitibiBowater Inc. (6415), AbitibiBowater US Holding 1 Corp. (N/A), AbitibiBowater US Holding LLC (N/A), AbitibiBowater Canada Inc. (N/A), Abitibi-Consolidated Alabama Corporation (4396), Abitibi-Consolidated Corporation (9050), Abitibi-Consolidated Finance LP (4528), Abitibi Consolidated Sales Corporation (7144), Alabama River Newsprint Company (7247), Augusta Woodlands, LLC (9050), Bowater Alabama LLC (7106), Bowater America Inc. (8645), Bowater Canada Finance Corporation (N/A), Bowater Canadian Forest Products Inc. (N/A), Bowater Canadian Holdings Incorporated (N/A), Bowater Canadian Limited (N/A), Bowater Finance Company Inc. (1715), Bowater Finance II LLC (7886), Bowater Incorporated (1803), Bowater LaHave Corporation (N/A), Bowater Maritimes Inc. (N/A), Bowater Newsprint South LLC (1947), Bowater Newsprint South Operations LLC (0168), Bowater Nuway Inc. (8073), Bowater Nuway Mid-States Inc. (8290), Bowater South American Holdings Incorporated (N/A), Bowater Ventures Inc. (8343), Catawba Property Holdings, LLC (N/A), Coosa Pines Golf Club Holdings LLC (8702), Donohue Corp. (9051), Lake Superior Forest Products Inc. (9305) and Tenex Data Inc. (5913). On December 21, 2009, ABH LLC 1 (2280) and ABH Holding Company LLC (2398) (the “SPV Debtors”) commenced chapter 11 cases, which cases are jointly administered with the above-captioned Debtors. The Debtors’ and SPV Debtors’ corporate headquarters are located at, and the mailing address for each Debtor is, 1155 Metcalfe Street, Suite 800, Montreal, Quebec H3B 5H2, Canada.

disclosure statement that describes the terms of the U.S. Plan (the “Disclosure Statement”), among other materials, to their creditors.

2. Acceptance for Filing of Information Circular. On July 9, 2010, the Quebec Superior Court of Justice, Commercial Division, for the Judicial District of Montreal, Canada (the “Canadian Court”) entered an order (as amended on July 21, 2010, the “CCAA Order”) authorizing AbitibiBowater Inc. and certain of its subsidiaries and affiliates who have filed for and obtained protection from their creditors under the *Companies’ Creditors Arrangement Act* (collectively, the “CCAA Debtors” and, together with the U.S. Debtors, the “Debtors”) to solicit votes with regard to the approval or rejection of the *Plan of Reorganization and Compromise of AbitibiBowater Inc. and Certain of Its Subsidiaries* (the “CCAA Plan” and, together with the U.S. Plan, the “Plans”). To solicit votes, the CCAA Debtors will mail an information circular that describes the terms of the CCAA Plan (the “Information Circular”), among other materials, to their creditors.

3. Rights Offering. As part of the Plans, holders of claims in Class 6 under the Plan and holders of Affected Unsecured Claims under the CCAA Plan (in each case, excluding those who will receive a cash distribution) as of June 30, 2010 (the “Record Date”) (collectively, the “Eligible Holders”) will receive rights (“Subscription Rights”) to subscribe for, in the aggregate, up to \$500 million of Convertible Unsecured Subordinated Notes (the “Notes”), which amount may be increased or decreased by the Debtors in accordance with the terms of the backstop commitment agreement (the “Backstop Commitment Agreement”), pursuant to a rights offering conducted under the Plans (the “Rights Offering”). The Rights Offering includes an oversubscription feature, as described below. Details regarding the Rights Offering are available in the U.S. Plan at section 6.12 and in the Disclosure Statement at sections 1.F, 6.E.12 and 8.E-F, in the CCAA Plan at section 6.1(a)(vi) and in the Information Circular at section VII, and in the Backstop Commitment Agreement, which is attached as an exhibit to the Disclosure Statement which is available at www.ey.com/ca/abitibibowater. As an Eligible Holder, you have the right, **but not the obligation**, to participate in the Rights Offering. **Neither this notice, the Subscription Form nor any other document related to the Rights Offering has been approved or disapproved by the Securities and Exchange Commission (“SEC”), the securities regulators of any state or the securities regulatory authorities of any Canadian jurisdiction. You should evaluate such documents in light of the purpose for which they were prepared.**

4. Allocation of Subscription Rights. Each Eligible Holder shall be offered a Subscription Right to purchase Notes at a purchase price of \$1.00 per Note for up to such integral number of Notes equal to its proportionate share of the estimated amount of all Common Shares to be issued under the Plans on account of all Class 6 claims under the U.S. Plan, excluding holders that receive distributions in cash pursuant to any convenience class, and Affected Unsecured Claims under the CCAA Plan, other than those who will receive a cash distribution, in each case as of June 30, 2010 (i) based on the amount of such claims allowed for voting purposes pursuant to the Order, an order approving the Disclosure Statement, or any other order of the Bankruptcy Court entered on or before the June 30, 2010 and (ii) as set forth on the claims database maintained by the Monitor that records Affected Unsecured Claims under the CCAA Plan determined in accordance with the applicable orders of the Canadian Court and takes into account claims accepted or revised by the Monitor or determined by a claims officer or

pursuant to an order of the Canadian Court, and also records disallowed and disputed claims. The number of Subscription Rights and the total number of Notes that each Eligible Holder may elect to purchase through the Rights Offering is identified on the subscription form sent to each such holder (the “Subscription Form”). Such amounts are subject to adjustment as discussed below.

5. Oversubscription Amount. Eligible Holders with Allowed claims against certain U.S. Debtors as of the Record Date can exercise rights to purchase additional Notes (an “Oversubscription Amount”). The Oversubscription Amount and the total number of Notes that each Eligible Holder may elect to purchase through the Rights Offering is identified on the Subscription Forms. Eligible Holders with claims subject to the CCAA Plan are not entitled to an Oversubscription Amount.

6. Class 7 Convenience Claims and Affected Unsecured Creditors that Receive a Cash Distribution Do Not Participate in the Rights Offering. Holders of claims in Class 6 that elect to have some or all of their claims treated as Class 7 convenience claims and Affected Unsecured Creditors that receive a cash distribution will not be eligible to participate in the Rights Offering described herein, on account of such claims, and any Subscription Rights and Oversubscription Amount, if any, allocated to a holder on account of such claims shall be deemed relinquished and, such holder shall be deemed to have irrevocably waived its right to participate in the Rights Offering on account of such claims

7. Subscription Commencement Date. The Rights Offering shall commence on August 9, 2010, or as soon as reasonably practicable thereafter (the “Subscription Commencement Date”), when the Debtors will mail a Subscription Form, together with instructions on how to validly exercise Subscription Rights and Oversubscription Amounts, to each Eligible Holder.

8. Exercise of Subscription Rights. To exercise your Subscription Rights and Oversubscription Amounts, if applicable, on or before **4:00 PM, prevailing Eastern Time on September 10, 2010** (the “Rights Offering Expiration Date”), you must (i) deliver a completed Subscription Form to Epiq Bankruptcy Solutions, LLC (“Epiq”) and (ii) pay or arrange for payment to an escrow agent engaged by the Debtors (the “Escrow Agent”), identified in the Subscription Form instructions, of the purchase price for the Notes you are electing to purchase (the “Total Subscription Purchase Price”) in accordance with the wire instructions set forth on the Subscription Form. Only payment of the Total Subscription Purchase Price by wire transfer of U.S. dollars will be accepted. If you own securities that are held through The Depository Trust Company (“DTC”) or through CDS Clearing and Depository Services Inc. (“CDS”) and choose to subscribe in the Rights Offering, you must send the Subscription Form to your bank or brokerage firm (or otherwise follow your voting nominee’s instructions), with enough time for your subscription to be effected through DTC or CDS. In each case, whether submitted directly or through DTC or CDS, all subscription instructions must actually be received on or before the Rights Offering Expiration Date. In the case of direct subscriptions, payment of the Total Subscription Purchase Price funds must actually be received by the Escrow Agent on or before the Rights Offering Expiration Date. In the case of subscriptions processed through DTC or CDS, full payment of the Total Subscription Purchase Price to the Escrow Agent will be automatically made through the relevant depository when subscription instructions are processed. **Only Eligible**

Holders that receive Subscription Forms and voting nominees of such Eligible Holders, and not transferees, may submit completed Subscription Forms.

9. Cancellation of Rights. If (i) Epiq for any reason does not receive your duly completed Subscription Form or equivalent instructions from DTC or CDS, as applicable, on or prior to the Rights Offering Expiration Date and (ii) the Escrow Agent for any reason does not receive immediately available funds in an amount equal to your Total Subscription Purchase Price, through payment by DTC or CDS, if applicable, on or prior to the Rights Offering Expiration Date you shall be deemed to have relinquished and irrevocably waived your right to participate in the Rights Offering.

10. Withdrawal or Reduction of the Rights Offering. In accordance with the Backstop Commitment Agreement, the Debtors have the right, in their sole discretion, to reduce the total amount of the Rights Offering, or cancel it entirely, at any time until the Effective Date.

11. Modification of Number of Subscription Rights. Under certain circumstances, on or before August 17, 2010, the number of Subscription Rights that are allocated to a particular Eligible Holder may increase or decrease. To the extent that a reallocation increases the total number of Notes that you may elect to purchase, the Debtors will send you a supplemental Subscription Form that sets forth the additional number of Notes that you may elect to purchase. To the extent a reallocation decreases the total number of Notes that you may elect to purchase and you provide payment on account of Subscription Rights in excess of the modified amount, such payment will be returned as described below. However, the Debtors are also authorized, but not required, to refrain from modifying an Eligible Holder's Subscription Rights in the event that the amount of Notes that such Eligible Holder could otherwise subscribe for would be increased or decreased by \$10,000 or less, or as otherwise determined by the Debtors. The Oversubscription Amounts included in an initial Subscription Form will not be modified by a Supplemental Subscription Form.

12. Supplemental Subscription Form. If you receive a supplemental Subscription Form with respect to additional Subscription Rights (as described immediately above), you will have until the Rights Offering Expiration Date to exercise those additional Subscription Rights and (i) deliver the completed supplemental Subscription Form to Epiq and (ii) pay or arrange for payment of the Total Subscription Purchase Price with respect to the additional Notes you are electing to purchase to the Escrow Agent. **Only Eligible Holders that receive supplemental Subscription Forms and voting nominees of such Eligible Holders, and not transferees, may submit completed Subscription Forms.** If (i) Epiq for any reason does not receive your duly completed supplemental Subscription Form or equivalent instructions from DTC or CDS, as applicable, on or prior to the Rights Offering Expiration Date and (ii) the Escrow Agent for any reason does not receive immediately available funds in an amount equal to your Total Subscription Purchase Price, through payment by DTC or CDS, if applicable, on or prior to the Rights Offering Expiration Date you shall be deemed to have relinquished and irrevocably waived your right to participate in the Rights Offering.

13. Unsubscribed Notes. Any Notes that are not subscribed for by Eligible Holders by the Rights Offering Expiration Date will be deemed to be "Unsubscribed Notes". To ensure that the Rights Offering raises the full amount of capital required by the Company, a group of the

Company's bondholders (collectively, the "Backstop Investors") has agreed to purchase any such Unsubscribed Notes in accordance with the terms of the Backstop Commitment Agreement and a portion of Unsubscribed Notes may be available for purchase by Eligible Holders who elect to participate in the Oversubscription Amount.

14. Escrowed Rights. For the benefit of certain creditors (each an "Unresolved Claimholder") who validly participated in the Rights Offering but whose claims (each an "Unresolved Claim") are not allowed as of the effective date of the U.S. Plan, the Company will deposit a certain amount of the Notes into escrow where they will be held until such claims are allowed under the U.S. Plan (the "Escrowed Notes"). **Eligible Holders with claims subject to the CCAA Plan are not affected by these escrow procedures.** Any Subscription Purchase Price paid on account of Escrowed Notes will be held in an escrow account by the Company until such time as the related Escrowed Notes are distributed or until such Total Subscription Purchase Price is otherwise returned pursuant to the Rights Offering Procedures. Distribution of the Escrowed Notes and return of related Total Subscription Purchase Price is dependent on resolution of Unresolved Claims and may not occur until after the Effective Date. Escrowed Notes will be subject to the same fundamental change offers, mandatory redemptions and other terms applicable to the Rights Offering Notes issued and outstanding to Eligible Holders.

15. Transfer Restriction/Revocation. Subscription Rights (including the Oversubscription Amount) are not transferable. Only Eligible Holders that receive Subscription Forms and voting nominees of such Eligible Holders may submit completed Subscription Forms. If an Eligible Claim is transferred after rights have been allocated the transferee must receive the benefit of any exercise of the related Subscription Rights and the benefit of such Subscription Rights are not separable from the underlying Eligible Claim. The Subscription Form includes a certification that each Eligible Holder (a) understands that the Subscription Rights and the Oversubscription Amounts are not transferable, and the benefit of such Subscription Rights and Oversubscription Amounts, if any, are not separable from such Eligible Holder's Claim with respect to which Subscription Rights and Oversubscription Amounts, if any, have been granted and (b) has not entered into and agreed that, prior to the Effective Date of the U.S. Plan and the Implementation Date of the CCAA Plan, it shall not enter into any transaction involving a direct or indirect transfer of Subscription Rights and Oversubscription Amounts in which any other person receives a Subscription Right or Oversubscription Amount (except as permitted by clause (a) above). This certification must be completed by each Eligible Holder in order for such holder's exercise of the Subscription Rights and Subscription Rights, if applicable, to be valid. This Certification will be deemed made by Eligible Holders that exercise their Subscription Rights and Oversubscription Amounts, if any, other than pursuant to the Subscription Form. A full recitation of the certification is contained in paragraph 22 of this Notice. **Once Subscription Rights and Oversubscription Amounts, if any, have been validly and timely exercised, such exercise may be only revoked, rescinded or annulled in the sole discretion of the Debtors or Reorganized Debtors and will be binding on any transferee of an Eligible Holder's Claims.**

16. Distribution of Notes Under Rights Offering. Except for Escrowed Notes to be held in an escrow account, on or as soon as reasonably practicable after the Effective Date of the U.S. Plan and the Implementation Date of the CCAA Plan, whichever is later in time, the Reorganized Company will issue the Notes in accordance with the terms of the Plans and the Backstop Commitment Agreement to those Eligible Holders who have validly and timely

exercised their Subscription Rights and submitted the appropriate Total Subscription Purchase Price. Until an Unresolved Claimholder's claim is allowed under the U.S. Plan interest and all other payments and distributions allocable to the Escrowed Notes of such Unresolved Claimholder will be paid into the escrow account. When an Unresolved Claimholder's claim is allowed under the U.S. Plan, the applicable Escrowed Notes will be released to the applicable Unresolved Claimholder and the Subscription Price (as defined in the Backstop Commitment Agreement) will be released to the Company. The Total Subscription Price will be returned to the Unresolved Claimholder to the extent an Unresolved Claim is ultimately disallowed.

17. Escrowed Notes shall not include Rights Offering Notes purchasable on account of any Oversubscription Amount, and any Oversubscription Amount allocated to an Unresolved Claimholder is subject to cancellation.

18. Return of Payment. Under certain circumstances, it may be necessary to return to an Eligible Holder some or all of its Total Subscription Purchase Price, including, but not limited to, if the Rights Offering is not consummated, if an Eligible Holder's Claim is decreased after the Eligible Holder submits its Total Subscription Purchase Price, or if the Subscription Form and/or the wire payment of the Total Subscription Purchase Price are not properly completed or timely submitted. Unless otherwise agreed by the Eligible Holder, the Company will return such payments, if necessary, without interest, as soon as reasonably practicable following the Subsequent Rights Offering Expiration Time, which may be as late as, or after, the Effective Date of the U.S. Plan and the Implementation Date of the CCAA Plan.

19. Reservation of Rights. All questions concerning the timeliness, viability, form and eligibility of any exercise of Subscription Rights and Oversubscription Amounts will be determined by the Debtors, in consultation with the Official Committee of Unsecured Creditors and Ernst & Young, Inc. or any successor thereto appointed as monitor (the "Monitor") as required, whose good faith determinations will be final and binding. The Debtors may waive any defect or irregularity, or permit a defect or irregularity to be corrected within such times as the Debtors determine, or reject the purported exercise of any Subscription Rights. Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or corrected within such time as the Debtors determine in their reasonable discretion. Neither the Debtors, Epiq or the Monitor in accordance with any order by the Canadian Court will be under any duty to give notification of any fact or irregularity in connection with the submission of Subscription Forms or incur any liability for failure to give such notification.

20. Modification of Backstop Commitment Agreement Procedures and Rights Offering. In accordance with the terms of the Backstop Commitment Agreement, the Debtors are permitted to modify or adopt additional procedures to effectuate the Rights Offering, to distribute the Notes to Eligible Holders, and to comply with the terms and conditions of the Backstop Commitment Agreement. The Debtors may also enter into amendments to the Backstop Commitment Agreement to make modifications to its terms and the terms of the Notes. The Debtors may execute and enter into agreements and take further action that the Debtors determine, in consultation with the Official Committee of Unsecured Creditors appointed in the above-captioned chapter 11 cases and the Monitor, are necessary and appropriate to effect and implement the Rights Offering and the distribution of the Notes to Eligible Holders consistent with the terms of the Backstop Commitment Agreement.

21. Inquiries. Any holder of Claims in Class 6 under the U.S. Plan wishing to obtain (i) information about the Rights Offering procedures; or (ii) copies of the Disclosure Statement or the U.S. Plan should telephone Epiq at 1-888-266-9280 (for U.S. / Canada calls) or (503) 597-7694 (for non-U.S. / Canada calls). Any holder of Affected Unsecured Claims under the CCAA Plan wishing to obtain (i) information about the Rights Offering procedures; or (ii) copies of the Information Circular or the CCAA Plan should telephone Ernst & Young Inc. (the Monitor) at 1-866-246-7889. Parties may also view such documents by accessing the Bankruptcy Court's Electronic Case Filing System which can be found at www.deb.uscourts.gov, the official website for the Bankruptcy Court, or the Debtors' restructuring website at <http://dm.epiq11.com/abitibibowater> or at www.ey.com/ca/abitibibowater.

22. Certification. In order to participate in the Rights Offering all Eligible Holders must certify as set forth below. Even if Subscription Rights and Oversubscription Amounts are exercised other than pursuant to the Subscription Form by Beneficial/Non-Registered Holders such subscribing Eligible Holder will be deemed to make the certification.

I certify to the Debtors that (A) I am the Eligible Holder, or the authorized signatory of an Eligible Holder as of the Rights Offering Record Date; (B) I agree, or such Eligible Holder agrees, to be bound by all the terms and conditions described in the instructions and as set forth in the Subscription Form; (C) I have, or such Eligible Holder has, received a copy of the Disclosure Statement (including the exhibits thereto) or the Information Circular (including the exhibits thereto) and understand that the exercise of Subscription Rights pursuant to the Rights Offering is subject to all the terms and conditions set forth in the Plans. This certification is not an admission by me, the Eligible Holder, or the Debtors or their estates as to the ultimate allowed amount of my claim. By electing to subscribe for the Convertible Unsecured Subordinated Notes, I am hereby instructing my Voting Nominee, or agent or proxy holder, as applicable, to arrange for the proper payment either through DTC or CDS.

By exercising Subscription Rights and participating in the Rights Offering, I further certify that I recognize and understand that the rights to subscribe for Convertible Unsecured Subordinated Notes are not transferable. The benefit of the Subscription Rights and Oversubscription Amounts, if any, are not separable from the claim with respect to which the Subscription Rights and Oversubscription Amounts, if any, have been granted (a "Rights Claim").

By exercising Subscription Rights and participating in the Rights Offering, I represent and warrant that I have not entered into and agree that, prior to the Effective Date of the U.S. Plan or the Implementation Date of the CCAA Plan, I will not enter into any transaction involving a direct or indirect transfer of rights, including (i) derivatives, options, swaps, pledges, forward sales or other transactions in which any Person receives the right to own or acquire a right, a Rights Claim or a Convertible Unsecured Subordinated Note; any current or future interest in any such right, Rights Claim or a Convertible Unsecured Subordinated Note or the right to receive any economic benefit in respect of any such right, Rights Claim or a Convertible Unsecured Subordinated Note other than through a sale of a Rights Claim together with the rights related thereto and (ii) any direct or indirect transfer of a Rights Claim, whether through a direct transfer or through a derivative, option, swap, pledge, forward sale or other transaction, in which the transferor would retain (or, in connection with such transfer, repurchase or agree to repurchase), directly or indirectly, any related rights, Convertible Unsecured Subordinated Notes or otherwise have the right, directly or indirectly, to acquire or own any current or future interest in any related rights, Convertible Unsecured Subordinated Notes or economic benefit in respect of any related rights. I represent and warrant that I will not accept a distribution of Convertible Unsecured Subordinated Notes, if at such time, I do not own the Rights Claim and by accepting a distribution of Convertible Unsecured Subordinated Notes, I will be deemed to be the owner of the Rights Claim. **For avoidance of doubt, if a transferor who held a Rights Claim as of the record date for the Rights Offering has transferred such Rights Claim, the benefit of the rights related thereto must be transferred as well and cannot be transferred independently (the initial Eligible Holder of the Rights Claim is the only party that can validly exercise the rights), such transferor shall not be in violation of the foregoing so long as, immediately following the Effective Date of the U.S. Plan and the Implementation Date of the CCAA Plan, it transfers to the transferee of such Rights Claim any and all Convertible Unsecured Subordinated Notes issued in respect of any such validly exercised rights.**