

CONSENT NO. 9 TO THE CREDIT AGREEMENT

Dated as of June 22, 2010

THIS CONSENT NO. 9 TO THE CREDIT AGREEMENT (this "**Consent**") is entered into by and among LAW DEBENTURE TRUST COMPANY OF NEW YORK, as Administrative Agent under the Credit Agreement referred to below (the "**Agent**"), ABITIBIBOWATER INC., a Delaware corporation ("**Parent**"), BOWATER INCORPORATED, a Delaware corporation ("**Bowater**"), BOWATER CANADIAN FOREST PRODUCTS INC. a Nova Scotia company ("**Bowater Canada**"), and together with the Parent and Bowater, the "**Borrowers**"), and each of the Lenders under the Credit Agreement referred to below (the "**Lenders**").

PRELIMINARY STATEMENTS:

(1) Reference is made to that certain Senior Secured Superpriority Debtor In Possession Credit Agreement dated as of April 21, 2009, as amended or modified by Amendment No. 1 to the Credit Agreement dated as of June 5, 2009, Amendment No. 2 to the Credit Agreement dated as of June 24, 2009, Amendment No. 3 and Consent to the Credit Agreement dated as of August 31, 2009, Amendment No. 4 and Consent to the Credit Agreement dated as of December 4, 2009, Consent and Waiver No. 5 dated as of January 6, 2010, Amendment No. 6 dated as of April 12, 2010, Consent and Waiver No. 7 dated as of May 21, 2010 and Consent No. 8 dated as of June 7, 2010 (as so amended, supplemented and otherwise modified from time to time, the "**Credit Agreement**"), in connection with the Cases (as defined therein) by and among the Borrowers, the guarantors from time to time party thereto, the Lenders and the Agent. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

(2) Reference is also made to the engagement letter entered into by and between Bowater Canada Finance Corporation ("**BCFC**") and AP Services, LLC ("**APS**") dated June 2, 2010, a copy of which is attached as Exhibit A hereto (the "**Engagement Agreement**"), whereby BCFC shall agree to retain AP Services, LLC as special advisor and Lisa Donahue as special advisor, to serve as BCFC's Vice President – Restructuring, in connection with the review of BCFC's assertion of claims against Bowater under Section 135 of the *Companies Act* (Nova Scotia) and certain other claims against affiliates of BCFC in connection with the application of proceeds arising from prepetition unsecured notes issued by BCFC (the "**BCFC Litigation Claims**").

(3) The Borrowers have requested that the Lenders and Agent consent to Bowater's payment of costs, expenses and obligations incurred by BCFC pursuant to the Engagement Agreement and for the fees and expenses of Togut, Segal & Segal LLP, Nova Scotia counsel and Delaware counsel retained by BCFC in connection with the BCFC Litigation Claims (collectively, the "**BCFC Approved Expenses**").

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Consent. Anything set forth in the Credit Agreement to the contrary notwithstanding, the Agent and the Required Lenders hereby consent to Bowater's payment of BCFC Approved Expenses.

SECTION 2. Conditions Precedent. This Consent shall become effective as of the date hereof when, and only when (a) the Agent shall have received counterparts of this Consent executed by each of the parties hereto and (b) the U.S. Bankruptcy Court shall have entered an order reasonably acceptable to the Required Lenders approving this Consent.

SECTION 3. Representations and Warranties of the Borrowers. Each of the Borrowers hereby represents and warrants to the Agent and the Lenders as follows:

(a) Subject to the terms of the DIP Financing Orders, the execution, delivery and performance by such Borrower of this Consent and the Credit Agreement (as amended hereby), and the transactions contemplated hereby and thereby, are within such Borrower's corporate powers, have been duly authorized by all necessary corporate action, do not contravene (i) such Borrower's charter or by-laws or (ii) any law or contractual restriction binding on or affecting such Borrower, and do not result in or require the creation of any Lien upon or with respect to any of its properties.

(b) Except as is required in connection with the Cases, no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by such Borrower of this Consent or the Credit Agreement (as amended hereby), or for the perfection of or the exercise by the Agent or any Lender of their respective rights and remedies under the Loan Documents (as amended hereby).

(c) Subject to the terms of the DIP Financing Orders, this Consent and the Credit Agreement (as amended hereby) have been duly executed and delivered by such Borrower. This Consent, together with the Credit Agreement (as amended hereby), are the legal, valid and binding obligations of such Borrower, enforceable against such Borrower in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and to general equitable principles.

(d) No Default or Event of Default as defined in any Loan Document has occurred and is continuing or would result from such Borrower's execution, delivery, or performance of its obligations under this Consent or any Loan Document (as amended hereby).

(e) The copy of the Engagement Agreement attached as Exhibit A hereto is a true, correct and complete copy thereof as of the date of this Consent.

SECTION 4. Reference to and Effect on the Loan Documents, Etc.

(a) On and after the effectiveness of this Consent, each reference in the Credit Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Credit Agreement, and each reference in each of the other Loan Documents to the Credit

Agreement, “thereunder”, “thereof” or words of like import referring to the Credit Agreement, shall mean and be a reference to the Credit Agreement as amended by this Consent.

(b) The Loan Documents, as specifically amended by this Consent, are and shall continue to be in full force and effect and are hereby in all respects ratified and confirmed.

SECTION 5. Execution in Counterparts. This Consent may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Consent by facsimile shall be effective as delivery of a manually executed counterpart of this Consent.

SECTION 6. Governing Law. This Consent shall be governed by, and construed in accordance with, the laws of the State of New York and, to the extent applicable, the Bankruptcy Codes.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned have caused this Consent to be executed by their respective officers thereunto duly authorized, as of the date first above written.

Very truly yours,

LAW DEBENTURE TRUST COMPANY
OF NEW YORK, as Administrative Agent and
Collateral Agent

By: _____
Name:
Title:

Required Lenders:

AVENUE INVESTMENTS, L.P., as a Lender

By: _____
Name:
Title:

ODYSSEY AMERICA REINSURANCE
CORPORATION, as a Lender

WENTWORTH INSURANCE COMPANY
LTD., as a Lender

TIG INSURANCE COMPANY, as a Lender

THE NORTH RIVER INSURANCE
COMPANY, as a Lender

By: Hamblin Watsa Investment Counsel Ltd.,
as Investment Manager for each of the
foregoing

By _____
Name:
Title:

Borrowers:

ABITIBIBOWATER INC.

By: _____
Title:
Name:

BOWATER INCORPORATED

By: _____
Title:
Name:

BOWATER CANADIAN FOREST PRODUCTS INC.

By: _____
Title:
Name:

Exhibit A