

CANADA

SUPERIOR COURT

PROVINCE OF QUÉBEC
DISTRICT OF
MONTRÉAL

Commercial Division
*Sitting as a court designated pursuant to the
Companies' Creditors Arrangement Act,
R.S.C., c. C-36, as amended*

No.: 500-11-036133-094

**IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF:**

ABITIBIBOWATER INC., a legal person incorporated under the laws of the State of Delaware, having its principal executive offices at 1155 Metcalfe Street, in the City and District of Montréal, Province of Quebec, H3B 5H2;

And

ABITIBI-CONSOLIDATED INC., a legal person incorporated under the laws of Canada, having its principal executive offices at 1155 Metcalfe Street, in the City and District of Montréal, Province of Quebec, H3B 5H2;

And

BOWATER CANADIAN HOLDINGS INC., a legal person incorporated under the laws of the Province of Nova Scotia, having its principal executive offices at 1155 Metcalfe Street, in the City and District of Montréal, Province of Quebec, H3B 5H2;

And

the other Petitioners listed on Appendices "A", "B" and "C";

Petitioners

And

ERNST & YOUNG INC., a legal person under the laws of Canada, having a place of business at 800 René-Lévesque Blvd. West, Suite 1900, in the City and District of Montréal, Province of Quebec, H3B 1X9;

Monitor

**SUPPLEMENTAL FIFTY-SEVENTH REPORT OF THE MONITOR
September 13, 2010**

INTRODUCTION AND PURPOSE

1. This is a supplemental report to the Fifty-Seventh Report of the Monitor dated September 7, 2010 (the “**Fifty-Seventh Report**”) in the CCAA Proceedings (the “**Supplemental Fifty-Seventh Report**”). The purpose of this Supplemental Fifty-Seventh Report is to report to this Honourable Court with respect to the Restructuring Transactions (as defined herein).
2. The background with respect to the CCAA Proceedings is set forth in the Fifty-Seventh Report.
3. Capitalized terms not defined in this Supplemental Fifty-Seventh Report are as defined in the Fifty-Seventh Report. All references to dollars are in U.S. currency unless otherwise noted.

TERMS OF REFERENCE

4. In preparing this Supplemental Fifty-Seventh Report, the Monitor has been provided with and, in making comments herein, has relied upon unaudited financial information, the ABH Group’s books and records, financial information and projections prepared by the ABH Group and discussions with management of the ABH Group (the “**Management**”). The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of such information and, accordingly, the Monitor expresses no opinion or other form of assurance in respect of such information contained in this Supplemental Fifty-Seventh Report. Some of the information referred to in this Supplemental Fifty-Seventh Report consists of forecasts and projections. An examination or review of the financial forecasts and projections, as outlined in the Canadian Institute of Chartered Accountants Handbook, has not been performed. Future-oriented financial information referred to in this Supplemental Fifty-Seventh Report was prepared by the ABH Group based on Management’s estimates and assumptions. Readers are cautioned that, since these projections are based upon assumptions about future events and conditions the actual results will vary from the projections, even if the assumptions materialize, and the variations could be significant.

5. Copies of all of the Monitor's Reports, in both English and French, including a copy of this Supplemental Fifty-Seventh Report, and all motion records and Orders in the CCAA Proceedings are available on the Monitor's website at www.ey.com/ca/abitibowater. The Monitor has also established a bilingual toll-free telephone number that is referenced on the Monitor's website so that parties may contact the Monitor if they have questions with respect to the CCAA Proceedings.
6. Copies of all of the U.S. Bankruptcy Court's orders are posted on the website for Epiq Bankruptcy Solutions LCC ("**Epiq**") at <http://chapter11.epiqsystems.com/abitibowater>. The Monitor has included a link to Epiq's website from the Monitor's website.

THE RESTRUCTURING TRANSACTIONS

7. In order to implement the CCAA Plan, the Petitioners contemplate undertaking a series of transactions (the "**Restructuring Transactions**") to simplify the corporate organization and to restructure the businesses of the Petitioners and the Partnerships. Such transactions include one or more incorporations, mergers, amalgamations, consolidations, arrangements, continuations, restructurings, conversions, liquidations, winding-ups, dissolutions, transfers, reorganizations, repayments, redemptions, exchanges, cancellations, discharges or other transactions, all of which have been described in a notice dated September 1, 2010 and posted on the Monitor's website (the "**First Restructuring Transaction Notice**"). A copy of the First Restructuring Transaction Notice is attached hereto as Appendix "E".
8. The Petitioners have also filed an amended notice dated September 13, 2010 with respect to the Restructuring Transactions (the "**Second Restructuring Transaction Notice**") which amends the First Restructuring Transaction Notice. A copy of the Second Restructuring Transaction Notice is attached hereto as Appendix "F".
9. The Restructuring Transactions are contemplated by the CCAA Plan and are specifically allowed pursuant to section 6.2 thereof.
10. As described in the Fifty-Seventh Report, the Petitioners consulted with the Monitor during the course of developing the Restructuring Transactions, particularly with respect

to the tax effects thereof. However, the Monitor's approval of the Restructuring Transactions is required under the CCAA Plan. In the Fifty-Seventh Report, the Monitor stated that it was performing a review and analysis of the Restructuring Transactions and that it anticipated that it would be able to confirm its position in a supplemental or subsequent report at or prior to the Creditors' Meeting.

11. The Monitor and its legal counsel have met with the Petitioners' and their legal counsel and have now had an opportunity to conduct a review and analysis of the Restructuring Transactions. The Monitor is prepared to formally approve the Restructuring Transactions at or prior to the implementation of the CCAA Plan as may be required to effect the overall restructuring.
12. The Monitor is of the view that the Restructuring Transactions are consistent with the goal of the Petitioners to simplify the corporate organizational structure, in particular by combining the previously separate "Abitibi" and "Bowater" corporations and business operations, all in a tax effective manner that preserves many of the tax attributes of the Petitioners.

All of which is respectfully submitted.

ERNST & YOUNG INC.
In its capacity as the Court-Appointed
Monitor of the Petitioners

Per:



Alex Morrison, CA, CIRP
Senior Vice President

John Barrett, CA, CIRP
Senior Vice President

Martin Daigneault, CA, CIRP
Senior Vice President

Greg Adams, CA, CIRP
Senior Vice President

**APPENDIX “A”
ABITIBI PETITIONERS**

1. Abitibi-Consolidated Company of Canada
2. Abitibi-Consolidated Inc.
3. 3224112 Nova Scotia Limited
4. Marketing Donohue Inc.
5. Abitibi-Consolidated Canadian Office Products Holding 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 Jonquière Pulp Company
17. The International Bridge and Terminal Company
18. Scramble Mining Ltd.
19. 9150-3383 Québec Inc.
20. Abitibi-Consolidated (U.K.) Inc.

APPENDIX “B”
BOWATER PETITIONERS

1. Bowater Canada Finance Corporation
2. Bowater Canadian Limited
3. Bowater Canadian Holdings. Inc.
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. Canoxel Hardboard Inc.
13. 9068-9050 Québec Inc.
14. Alliance Forest Products Inc. (2001)
15. Bowater Belledune Sawmill Inc.
16. Bowater Maritimes Inc.
17. Bowater Mitis Inc.
18. Bowater Guérette Inc.
19. Bowater Couturier Inc.

APPENDIX “C”
18.6 PETITIONERS

1. AbitibiBowater US Holding 1 Corp.
2. AbitibiBowater Inc.
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

**APPENDIX “D”
PARTNERSHIPS**

1. Bowater Canada Finance Limited Partnership
2. Bowater Pulp and Paper Canada Holdings Limited Partnership
3. Abitibi-Consolidated Finance LP

APPENDIX “E”

FIRST RESTRUCTURING TRANSACTION NOTICE



Court File No. 500-11-036133-094

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT (CANADA)*
AND IN THE MATTER OF A PLAN OF REORGANIZATION AND COMPROMISE
OF
ABITIBIBOWATER INC.,
AND CERTAIN OF ITS SUBSIDIARIES LISTED IN SCHEDULE "A" TO THE INFORMATION
CIRCULAR DATED AUGUST 2, 2010

PLAN SUPPLEMENT 6.1(a)(i)
TO THE PLAN OF REORGANIZATION AND COMPROMISE DATED AUGUST 2, 2010
UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT (CANADA)*,
SECTION 191 OF THE *CANADA BUSINESS CORPORATIONS ACT*,
AND SUCH OTHER SECTIONS AND LEGISLATION TO BE SET FORTH IN THE
RESTRUCTURING TRANSACTIONS NOTICE TO BE DATED SEPTEMBER 3, 2010

September 1, 2010

NOTICE OF FILING OF CCAA PLAN SUPPLEMENT 6.1(a)(i)

PLEASE TAKE NOTICE that, pursuant to the Plan of Reorganization and Compromise jointly filed by the Applicants pursuant to the provisions of the CCAA, Section 191 of the CBCA and such other legislation to be set forth in the Restructuring Transactions Notice (the "**CCAA Plan**") and as set forth in the Information Circular pertaining to a Plan of Reorganization and Compromise under the *Companies' Creditors Arrangement Act* (Canada), the *Canada Business Corporations Act* and such other legislation to be set forth in the Restructuring Transactions Notice involving AbitibiBowater Inc. and certain of its subsidiaries dated August 2, 2010 (the "**Circular**"), this CCAA Plan Supplement (the "**CCAA Plan Supplement 6.1(a)(i)**") is to be posted on the Monitor's Website on or before the CCAA Plan Supplement Filing Date with notice of such posting to be provided to the Service List (as such CCAA Plan Supplement 6.1(a)(i) may be thereafter modified, amended, varied or supplemented in accordance with the CCAA Plan). All capitalized terms not otherwise defined in this CCAA Plan Supplement 6.1(a)(i) shall have the meanings ascribed to them in the Circular.

PLEASE TAKE FURTHER NOTICE that this CCAA Plan Supplement 6.1(a)(i) supplements the CCAA Plan by setting out and detailing the steps and transactions of the Restructuring Transaction Notice, attached hereto as Exhibit I.

PLEASE TAKE FURTHER NOTICE that you are advised and encouraged to read this CCAA Plan Supplement 6.1(a)(i) and its Exhibit I in conjunction with the Circular, the CCAA Plan and the Creditors' Meeting Order.

PLEASE TAKE FURTHER NOTICE that a true and complete copy of the CCAA Plan Supplement 6.1(a)(i) is attached hereto.

PLEASE TAKE FURTHER NOTICE that copies of the CCAA Plan Supplement 6.1(a)(i) as well as the CCAA Plan and the Circular may be obtained from the Monitor's website at www.ey.com/ca/abitibowater.

EXHIBIT I
RESTRUCTURING TRANSACTIONS NOTICE

Restructuring Transactions Notice Under the CCAA Plan

Reference is made to (i) the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (as it may be amended, varied or supplemented from time to time, the "**US Plan**") and (ii) the CCAA Debtors' plan of reorganization and compromise pursuant to the *Companies' Creditors Arrangement Act* (Canada) and the *Canada Business Corporations Act* ("**CBCA**") (as such plan may be amended, varied or supplemented from time to time in accordance with its terms and the terms of the creditors' meeting order rendered by the Québec Superior Court of Justice, Commercial Division, in connection with the creditors' meetings, the "**CCAA Plan**" and, together with the US Plan, the "**Plans**"). Unless otherwise specified herein, all capitalized terms used herein shall have the meanings ascribed to them in the Plans and all references to "Cdn\$" are to Canadian dollars and to "US\$" are to United States dollars.

Section 6.2 of the US Plan provides that the US Debtors and the Reorganized Debtors, as appropriate, shall enter into various corporate reorganization and related transactions. Section 6.2 of the CCAA Plan provides that the CCAA Debtors and the Partnerships shall effect similar restructuring transactions. The transactions contemplated in Section 6.2 of the US Plan and Section 6.2 of the CCAA Plan are known, collectively, as the "**Restructuring Transactions**".

The Restructuring Transactions generally are intended to simplify the existing corporate and organizational structure and effect a more tax efficient corporate structure for US Debtors, the CCAA Debtors and the Partnerships. They will include, among other things, consolidation of duplicative entities and businesses under applicable U.S. or Canadian law. This Plan Supplement 12 and Restructuring Transactions Notice provides information concerning the details of the Restructuring Transactions.

In accordance with the US Plan, the US Debtors have prepared a summary of each of the corporate mergers under U.S. law, amalgamations under Canadian law, liquidations, dissolutions and other corporate transactions related to the US Debtors that will occur as part of the Restructuring Transactions. That summary has been filed with the U.S. Court as Plan Supplement 3.

In accordance with the CCAA Plan, some of the steps and transactions contemplated in the Restructuring Transactions may only be implemented if provided for in a step confirmation notice which will be posted on the Monitor's Website on or before the CCAA Plan Supplement Filing Date, with notice of such posting forthwith provided to the Service List (as such notice may be thereafter modified, amended, varied or supplemented in accordance with the CCAA Plan, the "**Step Confirmation Notice**").

Most of the steps and transactions contemplated by the Restructuring Transactions are intended to occur on the Effective Date and the Implementation Date. However, certain steps are intended to occur prior to the Effective Date and the Implementation Date, and it is contemplated that the Reorganized Debtors will effect certain other steps after the Effective Date and the Implementation Date (the steps and transactions set forth at steps 64 to 74 below (collectively, the "**Post-implementation Steps**"). In accordance with the CCAA Plan, all actions as may be necessary or appropriate to effect the Restructuring Transactions set forth herein (including all such actions set forth below or described in Section 6.2 of the CCAA Plan but excluding any action necessary or appropriate to effect the Post-Implementation Steps) shall be in place and final on the Final Restructuring Transactions Time with the appropriate documents, agreements and funding necessary to implement all such transactions in escrow until their release in the manner and sequence set forth below without any further act or formality. The US Debtors anticipate that the Confirmation Order approving the US Plan will expressly authorize the

US Debtors to implement each of the steps and transactions set forth herein and commence the Restructuring Transactions prior to the Effective Date, on the Effective Date or after the Effective Date, as appropriate. Subject to approval of the US Plan and entry of the Confirmation Order, no further action or authority shall be required for the US Debtors to implement any step in connection with the Restructuring Transactions on or before the Effective Date, and no further court authority shall be required for the Reorganized Debtors to implement any Post-Implementation Step.

This notice specifies the proposed timing for each Restructuring Transaction. Except as otherwise specified, the steps outlined herein are intended to occur in a sequential order. Therefore, except as set forth in the Confirmation Order, the Sanction Order or as otherwise noted herein, each Restructuring Transaction shall be conditional upon completion of the Restructuring Transaction set forth in the immediately preceding step.

Notwithstanding the timing of any action taken in respect of a particular Restructuring Transaction, the implementation of the Post-implementation Steps shall not constitute a condition precedent to the Effective Date or the Implementation Date. The Reorganized Debtors and Partnerships will be authorized to take such actions after the Effective Date or the Implementation Date, as applicable. Except with respect to the Post-implementation Steps or as otherwise determined by the US Debtors, the CCAA Debtors and the Partnerships in consultation with the Creditors Committee and with the approval of the Monitor, all actions as may be necessary or appropriate to effect the Restructuring Transactions as set forth herein shall be in place and final on the Effective Date and the Implementation Date, with the appropriate documents, agreements and funding necessary to implement all such transactions in escrow until their release in the manner and sequence set forth below.

The structure of each Restructuring Transaction and, where applicable, the form of documentation concerning such transaction shall be determined by the US Debtors, the CCAA Debtors, the Partnerships and their successors party to such Restructuring Transaction, in consultation with the Creditors Committee and with the approval of the Monitor, provided, however, that the US Debtors, the CCAA Debtors and the Partnerships reserve the right to undertake transactions in lieu of or in addition to the Restructuring Transactions set forth herein as they deem necessary or appropriate under the circumstances in consultation with the Creditors Committee and as approved by the Monitor.

Several of the steps outlined below concern CCAA Debtors¹ and their subsidiaries and affiliates that are organized under Canadian law. As such, the Restructuring Transactions related to such entities will occur under the appropriate Canadian law. Prior to each liquidation under Canadian law described herein, the entity being liquidated shall take the necessary steps to cancel any shares that may be issued and outstanding and held by any person or entity other than the entity or entities into which it is liquidated (the "**Parent Entity**"). Each liquidation under Canadian law described herein shall result in all of the property of each liquidating entity (except amounts receivable from the Parent Entity) being assigned, conveyed and transferred to the Parent Entity and the Parent Entity becoming liable for the full amount of all of the liabilities of such liquidating entity (except amounts payable to the Parent Entity) to the complete release, discharge and exoneration of such liquidating entity and such, without novation of the obligations and, as soon as practicable following each liquidation under Canadian Law, the liquidating entity shall be dissolved. Each amalgamation under Canadian law described herein shall result in all of the property of each amalgamating corporation (except amounts receivable from any predecessor corporation or shares in the capital of any predecessor corporation) becoming the property of the amalgamated corporation by virtue of the amalgamation and the amalgamated corporation

¹ The CCAA Debtors may also be referred to herein as the "Applicants," the defined term in the CCAA Plan for the CCAA Debtors.

becoming liable for the full amount of all of the liabilities (except amounts payable to any predecessor corporation) of each amalgamating corporation by virtue of the amalgamation and such, without novation, i.e., cancellation, of the obligations and all of the shareholders (except any predecessor corporation) who own shares of the capital of any predecessor corporation immediately before the amalgamation, receive shares in the capital of the new corporation because of the amalgamation.

I. Steps which shall occur after the entry of the Confirmation Order and the Sanction Order but prior to Step 18 and the Effective Date and the Implementation Date (in no particular sequence)

1. The International Bridge and Terminal Company ("**Bridge Company**"), which is currently a federal Special Act entity, is continued under the CBCA. Upon the continuance, Bridge Company's new by-laws contain no requirement for directors of Bridge Company to hold shares and its new articles enable all common shares to be repurchased or redeemed by Bridge Company. The directors' shares are cancelled for nil consideration immediately upon continuance.
2. Each of Alliance Forest Products (2001) Inc. ("**Alliance**") and Bridge Company, which are currently CBCA corporations, and each of 1508756 Ontario Inc. ("**150**") and Donohue Recycling Inc. ("**Recycling**"), which are currently incorporated under the *Business Corporations Act* (Ontario), are continued under *Business Corporations Act* (British Columbia) ("**BCBCA**") and then converted into an unlimited liability company under the BCBCA.
3. The paid-up capital of each class of shares in the capital of each of 150, Recycling, Alliance and Bridge Company is reduced to Cdn\$100.
4. The paid-up capital of each class of shares in the capital of each of Abitibi-Consolidated Nova Scotia Incorporated ("**ACNSI**") and Bowater Canada Treasury Corporation ("**BCTC**") is reduced to Cdn\$100.
5. The paid-up capital of each class of shares in the capital of Bowater Maritimes Inc. ("**Maritimes**") is reduced to Cdn\$100.
6. The paid-up capital of each class of shares in the capital of each of Abitibi-Consolidated Company of Canada ("**ACCC**"), Terra Nova Explorations Ltd. ("**Terra Nova**") and Produits Forestiers Saguenay Inc. ("**PFS**") is reduced to Cdn\$100.
7. Each of 9150-3383 Québec Inc., Bowater Mitis Inc., Bowater Guérette Inc., Bowater Couturier Inc., 4042140 Canada Inc., Produits Forestiers La Tuque Inc. and 3217925 Nova Scotia Company is dissolved.
8. Marketing Donohue Inc. ("**MDI**") is continued under Part I-A of the *Companies Act* (Quebec) ("**QCA**") and its by-laws are amended to remove the requirement for directors of MDI to hold shares and the directors' shares are cancelled for nil consideration.
9. Resignation of the directors of The Jonquière Pulp Company ("**TJPC**") and simultaneous transfer of their directors' shares to Abitibi-Consolidated Inc. ("**ACI**") for nil consideration. Each receivable owing to TJPC is transferred to ACI without novation for nil consideration.

10. Preferred shares of ACCC held by 3834328 Canada Inc. ("**383**") are cancelled for nil consideration.
 11. Bowater Incorporated ("**Bowater**") transfers its ownership interest in each of Bowater Saluda Note Holdings LLC, Bowater Catawba Note Holdings I LLC and Bowater Catawba Note Holdings II LLC for nil consideration to an entity designated by the representative of the bondholders of such LLCs or to a direct or indirect Canadian subsidiary of ABH.
 12. The Inter-company Claim owing to Bowater Canadian Holdings Incorporated ("**BCHI**") from Bowater Canadian Forest Products Inc. ("**BCFPI**") is cancelled.
 13. The Inter-company Claim owing to BCHI from Bowater Korea Ltd. and any remaining assets of BCHI (other than its shares in the capital of AbitibiBowater Canada Inc. ("**ABCI**") and BCTC and other than receivables from BCTC) are transferred to Bowater Pulp and Paper Canada Holdings LP ("**BPPCHLP**") as a partial repayment of the Inter-company Claim owing by BCHI to BPPCHLP.
 14. The Inter-company Claim balance owing by BCHI to BPPCHLP is cancelled.
 15. The Inter-company Claim owing by BCFPI to BPPCHLP is transferred to ABH without novation for nil consideration.
 16. Bowater Ventures Inc. is merged into Bowater, the survivor being Bowater, and BPPCHLP is liquidated into Bowater. As a result of such liquidation, each Inter-company Claim owing to BPPCHLP is transferred to Bowater without novation.
 17. 3231378 Nova Scotia Company is liquidated into Bowater.
- II. Steps which shall occur sequentially on the Effective Date and the Implementation Date (but which may, at the US Debtors' and CCAA Debtors' discretion, begin prior to that date)**
18. [Effective at * am/pm], BCFPI transfers the shares it holds in the capital of each of Bowater Belledune Sawmill Inc. ("**Belledune**"), Canoxel Hardboard Inc. ("**Canoxel**"), 9068-9050 Québec Inc. ("**9068**") and Bowater Treated Wood Inc. ("**Treated Wood**") to 4513541 Canada Inc. ("**451**") for nil consideration, a promissory note or such other consideration to be determined by the Applicants. Immediately prior to each such transfer, each receivable owing to each of Belledune, Canoxel, 9068 and Treated Wood by any Applicant or Partnership, if any, is transferred to ACI without novation for nil consideration.
 19. [Effective at * am/pm], ACI transfers the shares it holds in the capital of each of MDI, 3224112 Nova Scotia Limited ("**322**") and 383 to 451 for nil consideration, a promissory note or such other consideration to be determined by the Applicants. Immediately prior to each such transfer, each receivable owing to MDI, 322 and 383 by any Applicant or Partnership, if any, is transferred to ACI without novation for nil consideration.
 20. [Effective at * am/pm], ACCC transfers the shares it holds in the capital of Scramble Mining Ltd. ("**Scramble**") to 451 for nil consideration, a promissory note or such other consideration to be determined by the Applicants. Immediately prior to each such transfer, each receivable owing to Scramble by any Applicant or Partnership, if any, is transferred to ACI without novation for nil consideration.

21. [Effective at ☉ am/pm], each of ACCC and BCFPI transfers the shares they hold in the capital of St. Maurice River Drive Company ("**St. Maurice**") to 451 for nil consideration, a promissory note or such other consideration to be determined by the Applicants. Immediately prior to each such transfer, each receivable owing to St. Maurice by any Applicant or Partnership, if any, is transferred to ACI without novation for nil consideration.
22. [Effective at ☉ am/pm], Bowater Shelburne Corporation is liquidated into Bowater Canada Finance Limited Partnership ("**BCFLP**") and dissolved.
23. [Effective at ☉ am/pm], BCFLP is liquidated into BCFPI and BCTC, such that each of BCFPI and BCTC receives an undivided interest in the underlying assets of BCFLP based on their percentage of ownership in BCFLP, in accordance with the terms of the BCFLP partnership agreement.
24. [Effective at ☉ am/pm], BCTC is liquidated into BCHI.
25. [Effective at ☉ am/pm], each of Bowater and BCHI transfers their shares in the capital of BCFPI to ABCI for nil consideration.
26. [Effective at ☉ am/pm], as part of a plan of reorganization under section 191 CBCA, all Exchangeable Shares in the capital of ABCI are exchanged for redeemable shares ("**New Redeemable Shares**") on a one for one basis and such New Redeemable Shares are redeemed by ABCI for nil consideration. Concurrently, all ancillary documents in connection with the Exchangeable Shares or which relate thereto, including the amended and restated support agreement among ABH, BCHI, ABCI and Bowater and the amended and restated voting and exchange trust agreement among ABH, ABCI, Bowater and Computershare Trust Company of Canada (or any successor trustee) are cancelled and terminated.
27. [Effective at ☉ am/pm], each of Abitibi-Consolidated Canadian Office Products Holdings Inc. ("**Office Products**"), 6169678 Canada Inc. ("**616**"), BCFPI and Abitibi-Consolidated (U.K.) Inc. ("**ACI UK**") is continued as a limited liability company under the BCBCA and then converted into an unlimited liability company under the BCBCA.
28. [Effective at ☉ am/pm], ACI is continued as a limited liability company under the BCBCA.
29. [Effective at ☉ am/pm], each of Office Products, 616, BCFPI and ACI UK is amalgamated into ACI, with the amalgamated entity being a limited liability company under the BCBCA ("**New ACI**"). As part of the amalgamation, ABCI receives one hundred (100) voting shares (with no dividend or liquidation entitlement) of New ACI in exchange for its shares in the capital stock of each of ACI and BCFPI, and ABH receives one (1) non-voting common share of New ACI ("**Non-Voting Common Share**") in exchange for its shares in the capital stock of ACI.
30. BCHI transfers the shares it holds in the capital of ABCI to Bowater Canadian Limited for nil consideration.
31. The Inter-company Claim owing to Bowater from New ACI (consisting of an interest-bearing loan) is cancelled.
32. [Effective at ☉ am/pm], TJPC is liquidated into ACCC.
33. [Effective at ☉ am/pm], ACCC is liquidated into New ACI.

34. **[Effective at ☉ am/pm]**, Each of Recycling, Alliance, Terra Nova, PFS, Maritimes and Bridge Company is liquidated into New ACI.
 35. **[Effective at ☉ am/pm]**, Reorganized ABH (A) contributes to the applicable U.S. Debtors (other than Cross-border Debtors) (i) shares of New ABH Common Stock and (ii) Rights Offering Notes, if any, for distribution to creditors entitled to receive Rights Offering Notes on the Effective Date/Implementation Date, and (B) subscribes for Non-Voting Common Shares of New ACI and common shares of applicable Cross-border Debtors in consideration for an undertaking by Reorganized ABH to issue and deliver (i) shares of New ABH Common Stock, (ii) Rights Offering Notes, if any for distribution to creditors entitled to receive Rights Offering Notes on the Effective Date/Implementation Date, and/or (iii) cash, as set forth in step 37.
 36. Concurrently with step 35, New ACI subscribes for common shares of ACNSI in consideration for an undertaking to deliver, or to cause to be delivered by Reorganized ABH, (i) shares of New ABH Common Stock, (ii) Rights Offering Notes, if any for distribution to creditors of ACNSI entitled to receive Rights Offering Notes on the Effective Date/Implementation Date, and/or (iii) cash, as set forth in step 37.
 37. **[Effective at ☉ am/pm]**, Affected Claims and Allowed Claims are settled, compromised and released for (i) shares of New ABH Common Stock, and Rights Offering Notes, if any for distribution (in the case of creditors entitled to receive Rights Offering Notes on the Effective Date/Implementation Date), or (ii) cash, as the case may be, in each case issued and delivered by Reorganized ABH in the proportions and the manner provided for in the CCAA Plan and the U.S. Plan.
 38. **[Effective at ☉ am/pm]**, the Rights Offering Notes, if any, are distributed on account of Claims or to the Backstop Parties or deposited in escrow in accordance with the terms of the Backstop Commitment Agreement.
 39. **[Effective at ☉ am/pm]**, New ACI re-purchases one (1) Non-Voting Common Share issued to ABH pursuant to the amalgamation in step 29 for nil consideration.
 40. **[Effective at ☉ am/pm]**, ABH's existing shares of common stock and special voting stock (other than shares of New ABH Common Stock issued pursuant to the CCAA Plan and U.S. Plan) are cancelled for nil consideration and the terms of the LTIP take effect and are deemed approved by the Affected Unsecured Creditors.
 41. **[Effective at ☉ am/pm]**, Reorganized ABH borrows funds under the Exit Loan Facilities in amounts which, together with such other cash as is then available to the Applicants and the U.S. Debtors, and proceeds, if any, of the Rights Offering Notes distributed on account of Claims or to the Backstop Parties (but excluding proceeds attributable to the Rights Offering Notes in escrow pending resolution of the applicable Unresolved Claim (as defined in the Backstop Commitment Agreement)) will be sufficient to make all cash distributions to be made under the CCAA Plan and the U.S. Plan.
- III. Steps which shall occur sequentially, unless otherwise indicated, after step 41 on the Effective Date and the Implementation Date.**
42. Reorganized ABH transfers cash by way of (i) an equity contribution or loan to U.S. Debtors and New ACI, (ii) a direct or indirect repayment of some or all cross-border Inter-company Claim owing to New ACI and/or (iii) a direct or indirect repayment of some or all Inter-

company Claim owing to U.S. Debtors (other than Cross-border Debtors) in each case to allow U.S. Debtors and New ACI to repay the Excluded Claims required to be paid on the Implementation Date.

43. 3239432 Nova Scotia Company ("ULC") effects a return of capital in the amount of approximately Cdn\$202.3 million plus accrued interest, if any (the "**Return of Capital**") to its sole shareholder, New ACI, to be paid as follows: (i) approximately \$130 million plus accrued interest, if any, by way of set-off against the outstanding Loan (as defined under the ULC DIP Facility Documents) and (ii) approximately Cdn\$72.3 million plus accrued interest, if any, by way of cash distribution to be paid pursuant to step 46 below.
44. Further to the ULC DIP Facility Documents and the implementation agreement dated as of September 3, 2009 made among ACI, ACCC, Alcoa Canada Ltée, Alcoa Ltd and Manicouagan Power Company and to which intervened HQ Énergie Inc. (the "**Implementation Agreement**"), ULC irrevocably directs New ACI not to repay the Loans (as defined under the ULC DIP Facility Documents) advanced under the ULC DIP Facility Documents to ULC but rather to retain the amount of such Loans as a partial payment of the Return of Capital (which is permissible given the partial release of the asset retention undertaking provided for in Section 2.5.1(a) of the Implementation Agreement (the "**Section 2.5.1(a) Reserve**")).
45. After completion of step 44, the ULC DIP Claims shall be deemed to have been fully paid in accordance with the CCAA Plan and all liens, charges, security interests or encumbrances of any kind granted in favor of ULC in connection with the ULC DIP Facility Documents shall be cancelled.
46. Further to the Order of the Court dated ☉ (the "**Disbursement Order**"), the Monitor distributes the undrawn amounts under the ULC DIP Facility Documents, which amounts were transferred to the Monitor at the request of ACI in accordance with the Order of the Court dated November 23, 2009 on the Re-amended Motion for the Approval of a Second DIP Financing and for Distribution of Certain Proceeds of the MPCo Sale Transaction to the Trustee for the Senior Secured Notes, to each of New ACI and ULC, in the amounts of approximately Cdn\$72.3 million plus accrued interest, if any, and approximately Cdn\$27.7 million plus accrued interest, if any, respectively, the whole in accordance with the Disbursement Order. The Section 2.5.1(a) Reserve shall be deemed to have been fully released on the successful completion of the Restructuring (as defined in the Implementation Agreement) in accordance with the Implementation Agreement and at such time, ULC shall be vested with the amounts required to be retained pursuant to the asset retention undertaking provided in Section 2.5.1(b) of the Implementation Agreement (the "**Retained Amount**").
47. Further to the escrow agreement dated as of December 9, 2009 among Alcoa Ltd. (the "**Agent**"), ULC and the Monitor and to which intervened ACCC, ACI and US Bank National Association (the "**Escrow Agreement**"), the Agent and ULC send a notice of joint disbursement instruction instructing the Monitor to distribute the Escrow Funds (as defined in the Escrow Agreement) in the amounts set forth in such notice to ULC. ULC shall transfer such amounts, together with the Retained Amount, to a brokerage account which shall be subject to a control agreement and such amounts shall remain subject to the Liens required by Section 2.5.2 of the Implementation Agreement.

48. ULC files a certificate by an officer of ULC with the Registrar of Joint Companies (Nova Scotia) certifying that the Successful Completion of the Restructuring (as defined in the memorandum of association of ULC) has occurred.
49. New ACI transfers the shares it holds in the share capital of 150 to Abitibi-Consolidated Finance LP ("**ACFLP**") for units of ACFLP.
50. ACFLP transfers all of its assets and liabilities to 150 in exchange for shares with no increase in the paid up capital in the capital of 150.
51. ACFLP is liquidated into New ACI and ACNSI where each receive shares in the capital of 150 based on their respective percentage of ownership in ACFLP.
52. ACNSI is liquidated into New ACI.
53. 150 is liquidated into New ACI.
54. Coosa Pines Golf Club, LLC is merged into Bowater Alabama LLC, the survivor being Bowater Alabama LLC.
55. Bowater Finance II, LLC is liquidated and dissolved into each of Bowater Alabama LLC and Bowater Newsprint South Operations LLC.
56. Each of Catawba Property Holdings, LLC, Bowater Finance Company Inc., Bowater Nuway Inc., Rich Timber Holdings LLC, Timber Note Holdings LLC, Bowater Timber A, LLC, Bowater Timber B, LLC, Bowater Timber C, LLC, Bowater Timber D, LLC, Bowater Timber E, LLC, Bowater Timber F, LLC, Bowater Timber G, LLC is merged into Bowater, the survivor being Bowater.
57. Each of AbitibiBowater US Holding LLC ("**ABH LLC**"), ABH Holding Company LLC ("**LLC Holdco**"), AbitibiBowater US Holding 1 Corp. and ABH LLC 1 is merged into ABH, the survivor being ABH. The Support Agreement among LLC Holdco, ABH LLC1 and ACCC shall be deemed satisfied and of no further force and effect.
58. Augusta Woodlands LLC is merged into Abitibi-Consolidated Corp. ("**ACC**"), the survivor being ACC.
59. Tenex Data Inc. is dissolved.
60. The Inter-company Claim transferred in step 15I.15 owing to ABH from New ACI is cancelled for nil consideration.
61. Any portion of Inter-company Claims owing between the same debtor and creditor are settled by offset.
62. Each director and officer of Reorganized ABH is removed from office and terminated in their capacities as such and the new directors and officers of Reorganized ABH are appointed.
63. The Final Restructuring Transaction Time shall be deemed to have occurred on the occurrence of step 62.

IV. Post-Implementation steps which shall occur sequentially, unless otherwise indicated, after the Final Restructuring Time.

64. New ACI is continued under the CBCA and its name is changed to AbiBow Canada Inc.
65. Bowater America Inc. is merged into Bowater, the survivor being Bowater, effective on December 31, 2010.
66. Any portion of Inter-company Claims owing between the same debtor and creditor are settled by offset.
67. Bowater amends its certificate of incorporation to increase its authorized share capital in order to authorize the issuance of additional common shares.
68. Each of Bowater Alabama LLC and Bowater Newsprint South Operations LLC is merged into Bowater, the survivor being Bowater, and Bowater issues shares of its capital stock to Bowater Newsprint South LLC, effective on December 31, 2010.
69. Abitibi-Consolidated U.S. Funding Corp. is merged into Abitibi Consolidated Sales Corporation ("**ACSC**"), the survivor being ACSC.
70. Subject to receiving a favorable Private Letter Ruling from the Internal Revenue Service ("**PLR**") on or prior to December 31, 2010, effective on December 31, 2010:
 - (A) Donohue Corp. ("**D-Corp**") contributes intercompany obligations of ACSC and ACC, respectively, to the capital of ACSC and ACC.
 - (B) D-Corp transfers all of the shares of ACSC and ACC to ABH in exchange for shares of ABH.
 - (C) Each of ACSC and ACC converts to a limited liability company under Delaware law.
71. Subject to receiving the favorable PLR, ACSC contributes intercompany obligations of Abitibi-Consolidated Alabama Corporation ("**ACAC**") to the capital of ACAC.
72. Certain employees of Alabama River Newsprint Company ("**ARNC**") are transferred to Bowater, effective on January 1, 2011.
73. Effective on January 2, 2011 and subject to receiving the favorable PLR, ACAC merges into Bowater, the survivor being Bowater.
74. ABH contributes its 1% interest in ARNC to Bowater and ARNC is liquidated into Bowater.

APPENDIX “F”

SECOND RESTRUCTURING TRANSACTION NOTICE



Court File No. 500-11-036133-094

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (CANADA)
AND IN THE MATTER OF A PLAN OF REORGANIZATION AND COMPROMISE
OF
ABITIBIBOWATER INC.,
AND CERTAIN OF ITS SUBSIDIARIES LISTED IN SCHEDULE "A" TO THE INFORMATION
CIRCULAR DATED AUGUST 2, 2010

AMENDED PLAN SUPPLEMENT 6.1(a)(i)
TO THE PLAN OF REORGANIZATION AND COMPROMISE DATED AUGUST 2, 2010
UNDER THE *COMPANIES' CREDITORS ARRANGEMENT ACT* (CANADA),
AND SECTION 191 OF THE *CANADA BUSINESS CORPORATIONS ACT*,
September 13, 2010

NOTICE OF FILING OF CCAA PLAN SUPPLEMENT 6.8(b)

PLEASE TAKE NOTICE that, pursuant to the Plan of Reorganization and Compromise jointly filed by the Applicants pursuant to the provisions of the CCAA and Section 191 of the CBCA (the "**CCAA Plan**") and as set forth in the Information Circular pertaining to a Plan of Reorganization and Compromise under the *Companies' Creditors Arrangement Act* (Canada) and the *Canada Business Corporations Act* involving AbitibiBowater Inc. and certain of its subsidiaries dated August 2, 2010 (the "**Circular**"), this amended CCAA Plan Supplement (the "**Amended CCAA Plan Supplement 6.1(a)(i)**") is to be posted on the Monitor's Website with notice of such posting to be provided to the Service List (as such Amended CCAA Plan Supplement 6.1(a)(i) may be thereafter modified, amended, varied or supplemented in accordance with the CCAA Plan). All capitalized terms not otherwise defined in this Amended CCAA Plan Supplement 6.1(a)(i) shall have the meanings ascribed to them in the Circular.

PLEASE TAKE FURTHER NOTICE that on September 1, 2010 the Applicants filed CCAA Plan Supplement 6.1(a)(i) which set forth and detailed the steps and transactions of the Restructuring Transactions Notice (the "**Initial Restructuring Transactions Notice**").

PLEASE TAKE FURTHER NOTICE that attached hereto as Exhibit I is the amended Restructuring Transactions Notice, which sets forth and details the amended steps and transactions of the Restructuring Transactions Notice, and which replaces and supersedes in its entirety the Initial Restructuring Transactions Notice.

PLEASE TAKE FURTHER NOTICE that you are advised and encouraged to read this Amended CCAA Plan Supplement 6.1(a)(i) and its Exhibit I in conjunction with the Circular, the CCAA Plan and the Creditors' Meeting Order.

PLEASE TAKE FURTHER NOTICE that a true and complete copy of the Amended CCAA Plan Supplement 6.1(a)(i) is attached hereto.

PLEASE TAKE FURTHER NOTICE that copies of the Amended CCAA Plan Supplement 6.1(a)(i) as well as the CCAA Plan and the Circular may be obtained from the Monitor's website at www.ey.com/ca/abibowater.

EXHIBIT I

AMENDED RESTRUCTURING TRANSACTIONS NOTICE

Restructuring Transactions Notice Under the CCAA Plan

Reference is made to (i) the Debtors' Second Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (as it may be amended, varied or supplemented from time to time, the "**US Plan**") and (ii) the CCAA Debtors' plan of reorganization and compromise pursuant to the *Companies' Creditors Arrangement Act* (Canada) and the *Canada Business Corporations Act* ("**CBCA**") (as such plan may be amended, varied or supplemented from time to time in accordance with its terms and the terms of the creditors' meeting order rendered by the Québec Superior Court of Justice, Commercial Division, in connection with the creditors' meetings, the "**CCAA Plan**" and, together with the US Plan, the "**Plans**"). Unless otherwise specified herein, all capitalized terms used herein shall have the meanings ascribed to them in the Plans and all references to "Cdn\$" are to Canadian dollars and to "US\$" are to United States dollars.

Section 6.2 of the US Plan provides that the US Debtors and the Reorganized Debtors, as appropriate, shall enter into various corporate reorganization and related transactions. Section 6.2 of the CCAA Plan provides that the CCAA Debtors and the Partnerships shall effect similar restructuring transactions. The transactions contemplated in Section 6.2 of the US Plan and Section 6.2 of the CCAA Plan are known, collectively, as the "**Restructuring Transactions**".

The Restructuring Transactions generally are intended to simplify the existing corporate and organizational structure and effect a more tax efficient corporate structure for US Debtors, the CCAA Debtors and the Partnerships. They will include, among other things, consolidation of duplicative entities and businesses under applicable U.S. or Canadian law. This Plan Supplement 12 and Restructuring Transactions Notice provides information concerning the details of the Restructuring Transactions.

In accordance with the US Plan, the US Debtors have prepared a summary of each of the corporate mergers under U.S. law, amalgamations under Canadian law, liquidations, dissolutions and other corporate transactions related to the US Debtors that will occur as part of the Restructuring Transactions. That summary has been filed with the U.S. Court as Plan Supplement 3.

In accordance with the CCAA Plan, some of the steps and transactions contemplated in the Restructuring Transactions may only be implemented if provided for in a step confirmation notice which will be posted on the Monitor's Website on or before the CCAA Plan Supplement Filing Date, with notice of such posting forthwith provided to the Service List (as such notice may be thereafter modified, amended, varied or supplemented in accordance with the CCAA Plan, the "**Step Confirmation Notice**").

Most of the steps and transactions contemplated by the Restructuring Transactions are intended to occur on the Effective Date and the Implementation Date. However, certain steps are intended to occur prior to the Effective Date and the Implementation Date, and it is contemplated that the Reorganized Debtors will effect certain other steps after the Effective Date and the Implementation Date (the steps and transactions set forth at steps 65 to 75 below (collectively, the "**Post-implementation Steps**"). In accordance with the CCAA Plan, all actions as may be necessary or appropriate to effect the Restructuring Transactions set forth herein (including all such actions set forth below or described in Section 6.2 of the CCAA Plan but excluding any action necessary or appropriate to effect the Post-Implementation Steps) shall be in place and final on the Final Restructuring Transactions Time with the appropriate documents, agreements and funding necessary to implement all such transactions in escrow until their release in the manner and sequence set forth below without any further act or formality. The US Debtors anticipate that the Confirmation Order approving the US Plan will expressly authorize the US Debtors to implement each of the steps and transactions set forth herein and commence the

Restructuring Transactions prior to the Effective Date, on the Effective Date or after the Effective Date, as appropriate. Subject to approval of the US Plan and entry of the Confirmation Order, no further action or authority shall be required for the US Debtors to implement any step in connection with the Restructuring Transactions on or before the Effective Date, and no further court authority shall be required for the Reorganized Debtors to implement any Post-Implementation Step.

This notice specifies the proposed timing for each Restructuring Transaction. Except as otherwise specified, the steps outlined herein are intended to occur in a sequential order. Therefore, except as set forth in the Confirmation Order, the Sanction Order or as otherwise noted herein, each Restructuring Transaction shall be conditional upon completion of the Restructuring Transaction set forth in the immediately preceding step.

Notwithstanding the timing of any action taken in respect of a particular Restructuring Transaction, the implementation of the Post-implementation Steps shall not constitute a condition precedent to the Effective Date or the Implementation Date. The Reorganized Debtors and Partnerships will be authorized to take such actions after the Effective Date or the Implementation Date, as applicable. Except with respect to the Post-implementation Steps or as otherwise determined by the US Debtors, the CCAA Debtors and the Partnerships in consultation with the Creditors Committee and with the approval of the Monitor, all actions as may be necessary or appropriate to effect the Restructuring Transactions as set forth herein shall be in place and final on the Effective Date and the Implementation Date, with the appropriate documents, agreements and funding necessary to implement all such transactions in escrow until their release in the manner and sequence set forth below.

The structure of each Restructuring Transaction and, where applicable, the form of documentation concerning such transaction shall be determined by the US Debtors, the CCAA Debtors, the Partnerships and their successors party to such Restructuring Transaction, in consultation with the Creditors Committee and with the approval of the Monitor, provided, however, that the US Debtors, the CCAA Debtors and the Partnerships reserve the right to undertake transactions in lieu of or in addition to the Restructuring Transactions set forth herein as they deem necessary or appropriate under the circumstances in consultation with the Creditors Committee and as approved by the Monitor.

Several of the steps outlined below concern CCAA Debtors¹ and their subsidiaries and affiliates that are organized under Canadian law. As such, the Restructuring Transactions related to such entities will occur under the appropriate Canadian law. Prior to each liquidation under Canadian law described herein, the entity being liquidated shall take the necessary steps to cancel any shares that may be issued and outstanding and held by any person or entity other than the entity or entities into which it is liquidated (the "**Parent Entity**"). Each liquidation under Canadian law described herein shall result in all of the property of each liquidating entity (except amounts receivable from the Parent Entity) being assigned, conveyed and transferred to the Parent Entity and the Parent Entity becoming liable for the full amount of all of the liabilities of such liquidating entity (except amounts payable to the Parent Entity) to the complete release, discharge and exoneration of such liquidating entity and such, without novation of the obligations and, as soon as practicable following each liquidation under Canadian Law, the liquidating entity shall be dissolved. Each amalgamation under Canadian law described herein shall result in all of the property of each amalgamating corporation (except amounts receivable from any predecessor corporation or shares in the capital of any predecessor corporation) becoming the property of the amalgamated corporation by virtue of the amalgamation and the amalgamated corporation becoming liable for the full amount of all of the liabilities (except amounts payable to any predecessor corporation) of each amalgamating corporation by virtue of the amalgamation and such, without

¹ The CCAA Debtors may also be referred to herein as the "Applicants," the defined term in the CCAA Plan for the CCAA Debtors.

novation, *i.e.*, cancellation, of the obligations and all of the shareholders (except any predecessor corporation) who own shares of the capital of any predecessor corporation immediately before the amalgamation, receive shares in the capital of the new corporation because of the amalgamation.

I. Steps which shall occur after the entry of the Confirmation Order and the Sanction Order but prior to Step 13 and the Effective Date and the Implementation Date (in no particular sequence)

1. The International Bridge and Terminal Company ("**Bridge Company**"), which is currently a federal Special Act entity, is continued under the CBCA. Upon the continuance, Bridge Company's new by-laws contain no requirement for directors of Bridge Company to hold shares and its new articles enable all common shares to be repurchased or redeemed by Bridge Company. The directors' shares are cancelled for nil consideration immediately upon continuance.
2. Each of Alliance Forest Products (2001) Inc. ("**Alliance**") and Bridge Company, which are currently CBCA corporations, and each of 1508756 Ontario Inc. ("**150**") and Donohue Recycling Inc. ("**Recycling**"), which are currently incorporated under the *Business Corporations Act* (Ontario), are continued under *Business Corporations Act* (British Columbia) ("**BCBCA**") and then converted into an unlimited liability company under the BCBCA.
3. The paid-up capital of each class of shares in the capital of each of 150, Recycling, Alliance and Bridge Company is reduced to Cdn\$100.
4. The paid-up capital of each class of shares in the capital of each of Abitibi-Consolidated Nova Scotia Incorporated ("**ACNSI**") and Bowater Canada Treasury Corporation ("**BCTC**") is reduced to Cdn\$100.
5. The paid-up capital of each class of shares in the capital of Bowater Maritimes Inc. ("**Maritimes**") is reduced to Cdn\$100.
6. The paid-up capital of each class of shares in the capital of each of Abitibi-Consolidated Company of Canada ("**ACCC**"), Terra Nova Explorations Ltd. ("**Terra Nova**") and Produits Forestiers Saguenay Inc. ("**PFS**") is reduced to Cdn\$100.
7. Each of 9150-3383 Québec Inc., Bowater Mitis Inc., Bowater Guérette Inc., Bowater Couturier Inc., 4042140 Canada Inc., Produits Forestiers La Tuque Inc. and 3217925 Nova Scotia Company is dissolved.
8. Marketing Donohue Inc. ("**MDI**") is continued under Part I-A of the *Companies Act* (Quebec) ("**QCA**") and its by-laws are amended to remove the requirement for directors of MDI to hold shares and the directors' shares are cancelled for nil consideration.
9. Resignation of the directors of The Jonquière Pulp Company ("**TJPC**") and simultaneous transfer of their directors' shares to Abitibi-Consolidated Inc. ("**ACI**") for nil consideration. Each receivable owing to TJPC is transferred to ACI without novation for nil consideration.
10. Preferred shares of ACCC held by 3834328 Canada Inc. ("**383**") are cancelled for nil consideration.

11. Bowater Incorporated ("**Bowater**") transfers its ownership interest in each of Bowater Saluda Note Holdings LLC, Bowater Catawba Note Holdings I LLC and Bowater Catawba Note Holdings II LLC for nil consideration to an entity designated by the representative of the bondholders of such LLCs or to a direct or indirect Canadian subsidiary of ABH.
12. Effective at the last moment of the day immediately prior to the Effective Date and Implementation Date, Bowater Shelburne Corporation ("**Shelburne**") is liquidated into Bowater Canada Finance Limited Partnership ("**BCFLP**").

II. Steps which shall occur sequentially on the Effective Date and the Implementation Date

13. Effective at the first moment of the day on the Effective Date and Implementation Date, Shelburne is dissolved.
14. [Effective at * am/pm], the Inter-company Claim owing to Bowater Canadian Holdings Incorporated ("**BCHI**") from Bowater Canadian Forest Products Inc. ("**BCFPI**") is cancelled.
15. [Effective at * am/pm], the Inter-company Claim owing to BCHI from Bowater Korea Ltd. and any remaining assets of BCHI (other than its shares in the capital of AbitibiBowater Canada Inc. ("**ABCI**") and BCTC and other than receivables from BCTC) are transferred to Bowater Pulp and Paper Canada Holdings LP ("**BPPCHLP**") as a partial repayment of the Inter-company Claim owing by BCHI to BPPCHLP.
16. [Effective at * am/pm], the Inter-company Claim balance owing by BCHI to BPPCHLP is cancelled.
17. [Effective at * am/pm], the Inter-company Claim owing by BCFPI to BPPCHLP is transferred to ABH without novation for nil consideration.
18. [Effective at * am/pm], Bowater Ventures Inc. is merged into Bowater, the survivor being Bowater, and BPPCHLP is liquidated into Bowater. As a result of such liquidation, each Inter-company Claim owing to BPPCHLP is transferred to Bowater without novation.
19. [Effective at * am/pm], 3231378 Nova Scotia Company is liquidated into Bowater.
20. [Effective at * am/pm], BCFPI transfers the shares it holds in the capital of each of Bowater Belledune Sawmill Inc. ("**Belledune**"), Canoxel Hardboard Inc. ("**Canoxel**"), 9068-9050 Québec Inc. ("**9068**") and Bowater Treated Wood Inc. ("**Treated Wood**") to 4513541 Canada Inc. ("**451**") for nil consideration, a promissory note or such other consideration to be determined by the Applicants. Immediately prior to each such transfer, each receivable owing to each of Belledune, Canoxel, 9068 and Treated Wood by any Applicant or Partnership, if any, is transferred to ACI without novation for nil consideration.
21. [Effective at * am/pm], ACI transfers the shares it holds in the capital of each of MDI, 3224112 Nova Scotia Limited ("**322**") and 383 to 451 for nil consideration, a promissory note or such other consideration to be determined by the Applicants. Immediately prior to each such transfer, each receivable owing to MDI, 322 and 383 by any Applicant or Partnership, if any, is transferred to ACI without novation for nil consideration.
22. [Effective at * am/pm], ACCC transfers the shares it holds in the capital of Scramble Mining Ltd. ("**Scramble**") to 451 for nil consideration, a promissory note or such other consideration to

be determined by the Applicants. Immediately prior to each such transfer, each receivable owing to Scramble by any Applicant or Partnership, if any, is transferred to ACI without novation for nil consideration.

23. **[Effective at ☼ am/pm]**, each of ACCC and BCFPI transfers the shares they hold in the capital of St. Maurice River Drive Company ("**St. Maurice**") to 451 for nil consideration, a promissory note or such other consideration to be determined by the Applicants. Immediately prior to each such transfer, each receivable owing to St. Maurice by any Applicant or Partnership, if any, is transferred to ACI without novation for nil consideration.
24. **[Effective at ☼ am/pm]**, BCFLP is liquidated into BCFPI and BCTC, such that each of BCFPI and BCTC receives an undivided interest in the underlying assets of BCFLP based on their percentage of ownership in BCFLP, in accordance with the terms of the BCFLP partnership agreement.
25. **[Effective at ☼ am/pm]**, BCTC is liquidated into BCHI.
26. **[Effective at ☼ am/pm]**, each of Bowater and BCHI transfers their shares in the capital of BCFPI to ABCI for nil consideration.
27. **[Effective at ☼ am/pm]**, as part of a plan of reorganization under section 191 CBCA, all Exchangeable Shares in the capital of ABCI are exchanged for redeemable shares ("**New Redeemable Shares**") on a one for one basis and such New Redeemable Shares are redeemed by ABCI for nil consideration. Concurrently, all ancillary documents in connection with the Exchangeable Shares or which relate thereto, including the amended and restated support agreement among ABH, BCHI, ABCI and Bowater and the amended and restated voting and exchange trust agreement among ABH, ABCI, Bowater and Computershare Trust Company of Canada (or any successor trustee) are cancelled and terminated.
28. **[Effective at ☼ am/pm]**, each of Abitibi-Consolidated Canadian Office Products Holdings Inc. ("**Office Products**"), 6169678 Canada Inc. ("**616**"), BCFPI and Abitibi-Consolidated (U.K.) Inc. ("**ACI UK**") is continued as a limited liability company under the BCBCA and then converted into an unlimited liability company under the BCBCA.
29. **[Effective at ☼ am/pm]**, ACI is continued as a limited liability company under the BCBCA.
30. **[Effective at ☼ am/pm]**, each of Office Products, 616, BCFPI and ACI UK is amalgamated into ACI, with the amalgamated entity being a limited liability company under the BCBCA ("**New ACI**"). As part of the amalgamation, ABCI receives one hundred (100) voting shares (with no dividend or liquidation entitlement) of New ACI in exchange for its shares in the capital stock of each of ACI and BCFPI, and ABH receives one (1) non-voting common share of New ACI ("**Non-Voting Common Share**") in exchange for its shares in the capital stock of ACI.
31. BCHI transfers the shares it holds in the capital of ABCI to Bowater Canadian Limited for nil consideration.
32. The Inter-company Claim owing to Bowater from New ACI (consisting of an interest-bearing loan) is cancelled.
33. **[Effective at ☼ am/pm]**, TJPC is liquidated into ACCC.

34. [Effective at * am/pm], ACCC is liquidated into New ACI.
35. [Effective at * am/pm], each of Recycling, Alliance, Terra Nova, PFS, Maritimes and Bridge Company is liquidated into New ACI.
36. [Effective at * am/pm], Reorganized ABH (A) contributes, by way of equity or advance, to the applicable U.S. Debtors (other than Cross-border Debtors) (i) shares of New ABH Common Stock and (ii) Rights Offering Notes, if any, for distribution to creditors entitled to receive Rights Offering Notes on the Effective Date/Implementation Date, and (B) subscribes for Non-Voting Common Shares of New ACI and common shares of applicable Cross-border Debtors in consideration for an undertaking by Reorganized ABH to issue and deliver (i) shares of New ABH Common Stock, (ii) Rights Offering Notes, if any for distribution to creditors entitled to receive Rights Offering Notes on the Effective Date/Implementation Date, and/or (iii) cash, as set forth in step 38. For greater certainty, the Non-Voting Common Shares issued to Reorganized ABH pursuant to this step shall, after giving effect to the cancellation as set forth in step 40, represent 100% of the issued and outstanding Non-Voting Common Shares in the capital of New ACI.
37. Concurrently with step 36, New ACI subscribes for common shares of ACNSI in consideration for an undertaking to deliver, or to cause to be delivered by Reorganized ABH, (i) shares of New ABH Common Stock, (ii) Rights Offering Notes, if any for distribution to creditors of ACNSI entitled to receive Rights Offering Notes on the Effective Date/Implementation Date, and/or (iii) cash, as set forth in step 38.
38. [Effective at * am/pm], Affected Claims and Allowed Claims are settled, compromised and released for (i) shares of New ABH Common Stock, and Rights Offering Notes, if any for distribution (in the case of creditors entitled to receive Rights Offering Notes on the Effective Date/Implementation Date), or (ii) cash, as the case may be, in each case issued and delivered by Reorganized ABH in the proportions and the manner provided for in the CCAA Plan and the U.S. Plan.
39. [Effective at * am/pm], the Rights Offering Notes, if any, are distributed on account of Claims or to the Backstop Parties or deposited in escrow in accordance with the terms of the Backstop Commitment Agreement.
40. [Effective at * am/pm], the one (1) Non-Voting Common Share issued to ABH pursuant to the amalgamation in step 30 is cancelled for nil consideration.
41. [Effective at * am/pm], ABH's existing shares of common stock and special voting stock (other than shares of New ABH Common Stock issued pursuant to the CCAA Plan and U.S. Plan) are cancelled for nil consideration and the terms of the LTIP take effect and are deemed approved by the Affected Unsecured Creditors.
42. [Effective at * am/pm], Reorganized ABH borrows funds under the Exit Loan Facilities in amounts which, together with such other cash as is then available to the Applicants and the U.S. Debtors, and proceeds, if any, of the Rights Offering Notes distributed on account of Claims or to the Backstop Parties (but excluding proceeds attributable to the Rights Offering Notes in escrow pending resolution of the applicable Unresolved Claim (as defined in the Backstop Commitment Agreement)) will be sufficient to make all cash distributions to be made under the CCAA Plan and the U.S. Plan.

III. Steps which shall occur sequentially, unless otherwise indicated, after step 42 on the Effective Date and the Implementation Date.

43. Reorganized ABH transfers cash by way of (i) an equity contribution or loan to U.S. Debtors and New ACI, (ii) a direct or indirect repayment of some or all cross-border Inter-company Claim owing to New ACI and/or (iii) a direct or indirect repayment of some or all Inter-company Claim owing to U.S. Debtors (other than Cross-border Debtors) in each case to allow U.S. Debtors and New ACI to repay the Excluded Claims required to be paid on the Implementation Date.
44. 3239432 Nova Scotia Company ("ULC") effects a return of capital in the amount of approximately Cdn\$202.3 million plus accrued interest, if any (the "**Return of Capital**") to its sole shareholder, New ACI, to be paid as follows: (i) approximately \$130 million plus accrued interest, if any, by way of set-off against the outstanding Loan (as defined under the ULC DIP Facility Documents) and (ii) approximately Cdn\$72.3 million plus accrued interest, if any, by way of cash distribution to be paid pursuant to step 47 below.
45. Further to the ULC DIP Facility Documents and the implementation agreement dated as of September 3, 2009 made among ACI, ACCC, Alcoa Canada Ltée, Alcoa Ltd and Manicouagan Power Company and to which intervened HQ Énergie Inc. (the "**Implementation Agreement**"), ULC irrevocably directs New ACI not to repay the Loans (as defined under the ULC DIP Facility Documents) advanced under the ULC DIP Facility Documents to ULC but rather to retain the amount of such Loans as a partial payment of the Return of Capital (which is permissible given the partial release of the asset retention undertaking provided for in Section 2.5.1(a) of the Implementation Agreement (the "**Section 2.5.1(a) Reserve**")).
46. After completion of step 45, the ULC DIP Claims shall be deemed to have been fully paid in accordance with the CCAA Plan and all liens, charges, security interests or encumbrances of any kind granted in favor of ULC in connection with the ULC DIP Facility Documents shall be cancelled.
47. Further to the Order of the Court dated ♦ (the "**Disbursement Order**"), the Monitor distributes the undrawn amounts under the ULC DIP Facility Documents, which amounts were transferred to the Monitor at the request of ACI in accordance with the Order of the Court dated November 23, 2009 on the Re-amended Motion for the Approval of a Second DIP Financing and for Distribution of Certain Proceeds of the MPCo Sale Transaction to the Trustee for the Senior Secured Notes, to each of New ACI and ULC, in the amounts of approximately Cdn\$72.3 million plus accrued interest, if any, and approximately Cdn\$27.7 million plus accrued interest, if any, respectively, the whole in accordance with the Disbursement Order. The Section 2.5.1(a) Reserve shall be deemed to have been fully released on the successful completion of the Restructuring (as defined in the Implementation Agreement) in accordance with the Implementation Agreement and at such time, ULC shall be vested with the amounts required to be retained pursuant to the asset retention undertaking provided in Section 2.5.1(b) of the Implementation Agreement (the "**Retained Amount**").
48. Further to the escrow agreement dated as of December 9, 2009 among Alcoa Ltd. (the "**Agent**"), ULC and the Monitor and to which intervened ACCC, ACI and US Bank National Association (the "**Escrow Agreement**"), the Agent and ULC send a notice of joint disbursement instruction instructing the Monitor to distribute the Escrow Funds (as defined in the Escrow Agreement) in the amounts set forth in such notice to ULC. ULC shall transfer such amounts, together with the

Retained Amount, to a brokerage account which shall be subject to a control agreement and such amounts shall remain subject to the Liens required by Section 2.5.2 of the Implementation Agreement.

49. ULC files a certificate by an officer of ULC with the Registrar of Joint Companies (Nova Scotia) certifying that the Successful Completion of the Restructuring (as defined in the memorandum of association of ULC) has occurred.
50. New ACI transfers the shares it holds in the share capital of 150 to Abitibi-Consolidated Finance LP ("**ACFLP**") for units of ACFLP.
51. ACFLP transfers all of its assets and liabilities to 150 in exchange for shares with no increase in the paid up capital in the capital of 150.
52. ACFLP is liquidated into New ACI and ACNSI where each receive shares in the capital of 150 based on their respective percentage of ownership in ACFLP.
53. ACNSI is liquidated into New ACI.
54. 150 is liquidated into New ACI.
55. Coosa Pines Golf Club, LLC is merged into Bowater Alabama LLC, the survivor being Bowater Alabama LLC.
56. Bowater Finance II, LLC is liquidated and dissolved into each of Bowater Alabama LLC and Bowater Newsprint South Operations LLC.
57. Each of Catawba Property Holdings, LLC, Bowater Finance Company Inc., Bowater Nuway Inc., Rich Timber Holdings LLC, Timber Note Holdings LLC, Bowater Timber A, LLC, Bowater Timber B, LLC, Bowater Timber C, LLC, Bowater Timber D, LLC, Bowater Timber E, LLC, Bowater Timber F, LLC, Bowater Timber G, LLC is merged into Bowater, the survivor being Bowater.
58. Each of AbitibiBowater US Holding LLC ("**ABH LLC**"), ABH Holding Company LLC ("**LLC Holdco**"), AbitibiBowater US Holding 1 Corp. and ABH LLC 1 is merged into ABH, the survivor being ABH. The Support Agreement among LLC Holdco, ABH LLC1 and ACCC shall be deemed satisfied and of no further force and effect.
59. Augusta Woodlands LLC is merged into Abitibi-Consolidated Corp. ("**ACC**"), the survivor being ACC.
60. Tenex Data Inc. is dissolved.
61. The Inter-company Claim transferred in step 17 owing to ABH from New ACI is cancelled for nil consideration.
62. Any portion of Inter-company Claims owing between the same debtor and creditor are settled by offset.
63. Each director and officer of Reorganized ABH is removed from office and terminated in their capacities as such and the new directors and officers of Reorganized ABH are appointed.

64. The Final Restructuring Transactions Time shall be deemed to have occurred on the occurrence of step 63.

IV. Post-Implementation steps which shall occur sequentially, unless otherwise indicated, after the Final Restructuring Transactions Time.

65. New ACI is continued under the CBCA and its name is changed to AbiBow Canada Inc.

66. Bowater America Inc. is merged into Bowater, the survivor being Bowater, effective on December 31, 2010.

67. Any portion of Inter-company Claims owing between the same debtor and creditor are settled by offset.

68. Bowater amends its certificate of incorporation to increase its authorized share capital in order to authorize the issuance of additional common shares.

69. Each of Bowater Alabama LLC and Bowater Newsprint South Operations LLC is merged into Bowater, the survivor being Bowater, and Bowater issues shares of its capital stock to Bowater Newsprint South LLC, effective on December 31, 2010.

70. Abitibi-Consolidated U.S. Funding Corp. is merged into Abitibi Consolidated Sales Corporation ("ACSC"), the survivor being ACSC.

71. Subject to receiving a favorable Private Letter Ruling from the Internal Revenue Service ("PLR") on or prior to December 31, 2010, effective on December 31, 2010:

(A) Donohue Corp. ("D-Corp") contributes intercompany obligations of ACSC and ACC, respectively, to the capital of ACSC and ACC.

(B) D-Corp transfers all of the shares of ACSC and ACC to ABH in exchange for shares of ABH.

(C) Each of ACSC and ACC converts to a limited liability company under Delaware law.

72. Subject to receiving the favorable PLR, ACSC contributes intercompany obligations of Abitibi-Consolidated Alabama Corporation ("ACAC") to the capital of ACAC.

73. Certain employees of Alabama River Newsprint Company ("ARNC") are transferred to Bowater, effective on January 1, 2011.

74. Effective on January 2, 2011 and subject to receiving the favorable PLR, ACAC merges into Bowater, the survivor being Bowater.

75. ABH contributes its 1% interest in ARNC to Bowater and ARNC is liquidated into Bowater.