

**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)
Debtors.)
) Ref. Docket Nos. 1672 and 1701

**ORDER ESTABLISHING A BAR DATE FOR EMPLOYEES TO FILE PROOFS OF
CLAIM AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

Upon consideration of the motion (the "Motion")² of AbitibiBowater Inc. ("AbitibiBowater"), on behalf of itself and its affiliated debtors and debtors-in-possession in the above-captioned cases (each a "Debtor," and collectively, the "Debtors"), for entry of an order pursuant to sections 501, 502 and 503 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.* (the "Bankruptcy Code"), Rules 2002, 3002, and 3003 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 2002-1, establishing a final date for persons who were employees of the Debtors as of the Petition Date or thereafter to file proofs of claim against the Debtors in these Chapter 11 Cases (the "Employee Claims Bar Date") and approving the form and manner of notice of the Employee Claims Bar Date; and it appearing that adequate

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.

² Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

and sufficient notice of the Motion has been provided under the circumstances; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors and all other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED that:

1. The relief requested in the Motion is granted as provided herein.

2. Except as otherwise provided herein, any Employee of any Debtor as of the Petition Date or thereafter shall file an Employee Proof of Claim against the Debtors on account of: (a) any claim against the Debtors owing as of the Petition Date (the "Pre-Petition Employee Claim Period"); and (b) any claim or expense asserted against the Debtors for the period from April 16, 2009 through and including February 28, 2010 (but excluding amounts owed for ordinary course payroll obligations that are scheduled to be paid on the next pay date occurring after February 28, 2010 or for the reimbursement of Employee expenses scheduled to be paid in the ordinary course) (the "Post-Petition Employee Claim Period" and together with the Pre-Petition Employee Claim Period, the "Employee Claim Period") so that it is actually received by Epiq Bankruptcy Solutions, LLC ("Epiq") on or before the Employee Claims Bar Date of **April 7, 2010 at 4:00 p.m. (prevailing Eastern Time)**; provided, however, that any Employee asserting a claim against a Cross-Border Debtor in these cases may file a timely Employee Proof of Claim pursuant to the procedures established in the Canadian Employee Claims Order so that it is actually received by the Monitor³ on or before the Employee Claims Bar Date. Employee Proofs of Claim timely filed against any Cross-Border Debtor(s) with the Monitor shall be deemed timely-filed claims against the applicable Cross-Border Debtor(s) in the Chapter 11 Cases.

³ Nothing in this Order or the Canadian Order shall prejudice the right of the Monitor to perform all of its responsibilities and obligations as required in the Canadian Proceeding.

3. Any Employee Proofs of Claim filed with Epiq against a Cross-Border Debtor shall be provided to the Monitor for compilation and inclusion on the CCAA claims registry pursuant to the procedures established in the Initial Canadian Claims Order (as amended and supplemented from time to time).

4. Employee Proofs of Claim sent to Epiq via first-class mail shall be addressed to: AbitibiBowater Inc. Claims Processing Center, c/o Epiq Bankruptcy Solutions, LLC, FDR Station, P.O. Box 5269, New York, NY 10150-5269.

5. Employee Proofs of Claim sent to Epiq by hand delivery or overnight mail shall be delivered to: AbitibiBowater Inc. Claims Processing Center, c/o Epiq Bankruptcy Solutions, LLC, 757 Third Avenue, Third Floor, New York, NY 10017.

6. Employee Proofs of Claim mailed or delivered to Epiq will be deemed timely filed only if actually received by Epiq on or before the Employee Claims Bar Date at one of the applicable addresses listed above.

7. Epiq shall not accept Employee Proofs of Claim by facsimile, telecopy, e-mail or other electronic submission.

8. Pursuant to Bankruptcy Rules 3002 and 3003, any Employee that is required to file an Employee Proof of Claim in these Chapter 11 Cases pursuant to the Bankruptcy Code, the Bankruptcy Rules or this Order with respect to a particular claim against a Debtor, but that fails to do so by the Employee Claims Bar Date, shall not be treated as a creditor with respect to such claim for the purposes of voting on and distribution under any chapter 11 plan proposed and/or confirmed in these Chapter 11 Cases.

9. The Employee Proof of Claim form, substantially in the form attached to the Motion as Exhibit B, is hereby approved in all respects.

10. The U.S. Employee Bar Date Notice, substantially in the form attached hereto as Exhibit 1, is hereby approved in all respects.

11. The Canadian Employees' Joint Instruction Letter, substantially in the form attached to the Motion as Exhibit D, is hereby approved in all respects.

12. The U.S. Employee Bar Date Notice and the Canadian Employees' Joint Instruction Letter shall be deemed good, adequate, and sufficient notice of the relief granted by this Order if they are served, respectively: (a) via first-class U.S. mail no later than five (5) days following entry of this Order, together with the Employee Proof of Claim form, on all Employees who were employed by the U.S. Debtors as of the Petition Date or thereafter, at such Employees' last known addresses as found in the Company's books and records; and (b) by Canadian Prepaid Mail no later than seven (7) days following the later of (i) entry of the Canadian Employee Claims Order or (ii) the entry of this Order, but in no event less than 30 days prior to the Employee Claims Bar Date, to all Employees who were employed by the Cross-Border Debtors as of the Petition Date or thereafter, at such Employees' last known addresses as found in the Company's books and records.

13. The notice provided by this Order and in the Canadian Employee Claims Order to foreign creditors constitutes sufficient notice under section 1514 of the Bankruptcy Code and Bankruptcy Rule 2002(p).

14. Notwithstanding the foregoing, any employee employed within a bargaining unit covered by a collective bargaining agreement between the Debtors and any labor organization, shall not be required to file an Employee Proof of Claim for any obligation arising under a collective bargaining agreement, including, but not limited to, any grievance or arbitration filed pursuant to said collective bargaining agreement. A labor organization which is a party to a collective bargaining agreement with the Debtors shall be authorized to file a master

proof of claim relating to any grievances or arbitration cases arising under such collective bargaining agreement, subject to the understanding that (i) said labor organization shall not be required to file a proof of claim for obligations other than grievances and arbitration cases, and (ii) all grievances and arbitration cases shall be resolved by the grievance and arbitration procedure of such collective bargaining agreement, subject to the applicable provisions of the Bankruptcy Code. Further, no person shall be required to file an Employee Proof of Claim for any obligation which constitutes “retiree benefits” as such term is defined at 11 U.S.C. § 1114(a).

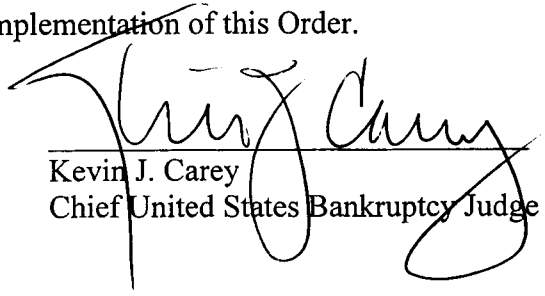
15. Any Employee Proof of Claim for claims arising during the Pre-Petition Employee Claims Period denominated in Canadian dollars shall, for the purposes of this Order, be converted to and shall constitute obligations in U.S. dollars, such calculation to be effected using the Bank of Canada’s noon spot rate as of the Petition Date (U.S. dollar claims are to be converted at the rate of CDN\$1 = US\$0.8290).

16. The Debtors are hereby authorized and empowered to take such steps, expend such monies, and perform such acts as may be necessary to implement and effectuate the terms of this Order.

17. Notwithstanding any provision in the Bankruptcy Rules or Local Rules to the contrary: (a) this Order shall be effective immediately and enforceable upon its entry; (b) the Debtors are not subject to any stay in the implementation, enforcement or realization of the relief granted in this Order; and (c) the Debtors are authorized and empowered, and may in their discretion and without further delay, take any action and perform any act necessary to implement and effectuate the terms of this Order.

18. This Court shall retain jurisdiction with respect to any matters, claims, rights or disputes arising from or related to the implementation of this Order.

Dated: February 18, 2010
Wilmington, Delaware



Kevin J. Carey
Chief United States Bankruptcy Judge