

SECTION 9.09. Governing Law; Jurisdiction; Consent to Service of Process.

(a) The Loan Documents (other than those containing a contrary express choice of law provision) shall be governed by and construed in accordance with the laws of the Province of British Columbia, including the laws of Canada applicable therein.

(b) Each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any court sitting in British Columbia in any action or proceeding arising out of or relating to any Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in British Columbia. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (b) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defence of an inconvenient forum to the maintenance of such action or proceeding in any such court.

Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 9.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 9.11. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 9.12. Confidentiality. Each of the Administrative Agent, the Issuing Bank and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority, (c) to the

extent required by Applicable Law or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Loan Parties and their obligations, (g) with the consent of the Borrower Representative, or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent, the Issuing Bank or any Lender on a non-confidential basis from a source other than the Borrowers. For the purposes of this Section, "Information" means all information received from the Borrowers relating to the Borrowers or their business, other than any such information that is available to the Administrative Agent, the Issuing Bank or any Lender on a non-confidential basis prior to disclosure by the Borrowers; provided that, in the case of information received from the Borrowers after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

EACH LENDER ACKNOWLEDGES THAT INFORMATION AS DEFINED IN SECTION 9.12 FURNISHED TO IT PURSUANT TO THIS AGREEMENT MAY INCLUDE MATERIAL NON-PUBLIC INFORMATION CONCERNING THE COMPANY, AND ITS AFFILIATES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES, AND CONFIRMS THAT IT HAS DEVELOPED COMPLIANCE PROCEDURES REGARDING THE USE OF MATERIAL NON-PUBLIC INFORMATION AND THAT IT WILL HANDLE SUCH MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH THOSE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL, PROVINCIAL, TERRITORIAL AND STATE SECURITIES LAWS.

ALL INFORMATION, INCLUDING REQUESTS FOR WAIVERS AND AMENDMENTS, FURNISHED BY THE BORROWERS OR THE ADMINISTRATIVE AGENT PURSUANT TO, OR IN THE COURSE OF ADMINISTERING, THIS AGREEMENT WILL BE SYNDICATE-LEVEL INFORMATION, WHICH MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION ABOUT THE COMPANY, THE LOAN PARTIES AND THEIR RELATED PARTIES OR THEIR RESPECTIVE SECURITIES. ACCORDINGLY, EACH LENDER REPRESENTS TO THE BORROWERS AND THE ADMINISTRATIVE AGENT THAT IT HAS IDENTIFIED IN ITS ADMINISTRATIVE QUESTIONNAIRE A CREDIT CONTACT WHO MAY RECEIVE INFORMATION THAT MAY CONTAIN MATERIAL NON-PUBLIC INFORMATION IN ACCORDANCE WITH ITS COMPLIANCE PROCEDURES AND APPLICABLE LAW, INCLUDING FEDERAL, PROVINCIAL, TERRITORIAL AND STATE SECURITIES LAWS.

SECTION 9.13. Several Obligations; Nonreliance; Violation of Law. The respective obligations of the Lenders hereunder are several and not joint and the failure of any Lender to make any Loan or perform any of its obligations hereunder shall not relieve any other Lender from any of its obligations hereunder. Each Lender hereby represents that it is not relying on or looking to any margin stock for the repayment of the Borrowings provided for herein. Anything contained in this Agreement to the contrary notwithstanding, neither the Issuing Bank nor any Lender shall be obligated to extend credit to the Borrowers in violation of any Applicable Law.

SECTION 9.14. USA PATRIOT Act. Each Lender that is subject to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act") hereby notifies the Borrowers that pursuant to the requirements of the Patriot Act, it is required to obtain, verify and record information that identifies the Borrowers, which information includes the names and addresses of the Borrowers and other information that will allow such Lender to identify the Borrowers in accordance with the Patriot Act.

SECTION 9.15. Anti-Money Laundering Legislation.

(a) The Loan Parties acknowledge that, pursuant to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and "know your client" laws (collectively, including any guidelines or orders thereunder, "AML Legislation"), the Credit Parties may be required to obtain, verify and record information regarding the Loan Parties, their directors, authorized signing officers, direct or indirect shareholders or other Persons in control of the Loan Parties, and the transactions contemplated hereby. The Loan Parties shall promptly provide all such information in their possession, including supporting documentation and other evidence, as may be reasonably requested by any Credit Parties, or any prospective assignee or participant of a Credit Party, in order to comply with any applicable AML Legislation, whether now or hereafter in existence.

(b) If the Administrative Agent has ascertained the identity of any Loan Party or any authorized signatories of any Loan Party for the purposes of applicable AML Legislation, then the Administrative Agent:

(i) shall be deemed to have done so as an agent for each Credit Party, and this Agreement shall constitute a "written agreement" in such regard between the Administrative Agent and each other Credit Party within the meaning of the applicable AML Legislation; and

(ii) shall provide to each Credit Party copies of all information obtained in such regard without any representation or warranty as to its accuracy or completeness.

(c) Notwithstanding the preceding sentence and except as may otherwise be agreed in writing, each of the Credit Parties agrees that the Administrative Agent has no obligation to ascertain the identity of any Loan Party or any authorized signatories of any Loan Party on behalf of any Credit Party, or to confirm the completeness or accuracy of any information it obtains from any Loan Party or any such authorized signatory in doing so.

SECTION 9.16. Disclosure. Each Loan Party and each Lender hereby acknowledges and agrees that the Administrative Agent and/or its Affiliates from time to time may hold investments in, make other loans to or have other relationships with any of the Loan Parties and their respective Affiliates.

SECTION 9.17. Appointment for Perfection. Each Lender hereby appoints each other Lender as its agent for the purpose of perfecting Liens, for the benefit of the Administrative Agent and the Lenders, in assets which, in accordance with the PPSA, Article 9 of the UCC or any other Applicable Law can be perfected only by possession. Should any Lender (other than the Administrative Agent) obtain possession of any such Collateral, such Lender shall notify the Administrative Agent thereof and, promptly upon the Administrative Agent's request therefor, shall deliver such Collateral to the Administrative Agent or otherwise deal with such Collateral in accordance with the Administrative Agent's instructions.

SECTION 9.18. Judgment Currency Conversion.

(a) The obligations of the Loan Parties hereunder and under the other Loan Documents to make payments in US Dollars or in Canadian Dollars, as the case may be (the "Obligation Currency"), shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any currency other than the Obligation Currency, except to the extent that such tender or recovery results in the effective receipt by the Administrative Agent or a Lender of the full amount of the Obligation Currency expressed to be payable to the Administrative Agent or Lender under this Agreement or the other Loan Documents. If, for the purpose of obtaining or enforcing judgment against any Loan Party in any court or in any jurisdiction, it becomes necessary to convert into or from any currency other than the Obligation Currency (such other currency being hereinafter referred to as the "Judgment Currency") an amount due in the Obligation Currency, the conversion shall be made, at the Administrative Agent's quoted rate of exchange prevailing, in each case, as of the date immediately preceding the day on which the judgment is given (such Business Day being hereinafter referred to as the "Judgment Currency Conversion Date").

(b) If there is a change in the rate of exchange prevailing between the Judgment Currency Conversion Date and the date of actual payment of the amount due, the Loan Parties each covenant and agree to pay, or cause to be paid, such additional amounts, if any (but in any event not a lesser amount), as may be necessary to ensure that the amount paid in the Judgment Currency, when converted at the rate of exchange prevailing on the date of payment, will produce the amount of the Obligation Currency which could have been purchased with the amount of Judgment Currency stipulated in the judgment or judicial award at the rate of exchange prevailing on the Judgment Currency Conversion Date. Any amount due from a Loan Party under this Section 9.18(b)) shall be due as a separate debt and shall not be affected by judgment being obtained for any other amounts due under or in respect of any of the Loan Documents.

(c) For purposes of determining the prevailing rate of exchange, such amounts shall include any premium and costs payable in connection with the purchase of the Obligation Currency.

SECTION 9.19. Amendment and Restatement.

(a) It is the intention of each of the parties hereto that the Existing Credit Agreement and the Existing Guarantees be amended and restated so as to preserve the perfection and priority of all security interests securing indebtedness and obligations under the Existing Credit Agreement and the Existing Guarantees and that all Indebtedness and Obligations and Guaranteed Obligations of the Loan Parties hereunder and thereunder shall be secured by the Collateral Documents and that this Agreement does not constitute a novation of the obligations and liabilities existing under the Existing Credit Agreement and the Existing Guarantees. The parties hereto further acknowledge and agree that this Agreement constitutes an amendment and restatement of the Existing Credit Agreement and the Existing Guarantees made under and in accordance with the terms of the Existing Credit Agreement and each of the Existing Guarantees. Each Loan Party, in the respective capacities of such Loan Party under the Existing Credit Agreement and the Existing Guarantees and each of the other "Loan Documents" (as such term is defined in the Existing Credit Agreement) including without limitation the documents listed in Schedule 9.18, as of the Effective Date, herein referred to collectively as the "Original Credit Documents", to which such Loan Party is party (including the respective capacities of accommodation party, assignor, grantor, guarantor, indemnitor, mortgagor, obligor and pledgor, as applicable, and each other similar capacity, if any, in which such Loan Party granted Liens on all or any part of its properties and assets, or otherwise acted as an accommodation party, guarantor, indemnitor or surety with respect to all or any part of the Obligations under the Existing Credit Agreement and the Existing Guarantees) hereby (a) agrees that, except as otherwise expressly set forth herein, the terms and provisions hereof shall not affect in any way any payment, performance, observance or other obligations or liabilities of such Loan Party hereunder or under any of the Original Credit Documents, all of which obligations and liabilities are hereby ratified,

confirmed and reaffirmed in all respects, and (b) to the extent such Loan Party has granted Liens on any of its properties or assets pursuant to any of the Original Credit Documents to secure the payment, performance and/or observance of all or any part of the Obligations under the Existing Credit Agreement, acknowledges, ratifies, confirms and reaffirms such grant of Liens, and acknowledges and agrees that all of such Liens are intended and shall be deemed and construed to secure to the fullest extent set forth therein all now existing and hereafter arising Obligations under and as further defined in this Credit Agreement, as hereafter amended, restated, amended and restated supplemented and otherwise modified and in effect from time to time. In addition, unless specifically amended hereby, each of the Collateral Documents, the Loan Documents, the Exhibits and Schedules to the Existing Credit Agreement shall continue in full force and effect and, from and after the Effective Date, all references to the "Credit Agreement" contained therein shall be deemed to refer to this Agreement.

(b) On the Effective Date, each Lender party to the Existing Credit Agreement and each Lender party hereto agrees to purchase and sell, as applicable, portions of the Loans outstanding under the Existing Credit Agreement in order that, on the Effective Date, each Lender shall hold its Applicable Percentage of such Loans in accordance with its Commitment. The Administrative Agent shall notify each Lender of the distributions required to be made by it in accordance with this Agreement and each Lender shall make the appropriate disbursements to the Administrative Agent's account specified in such notice. Administrative Agent shall make the required distributions to each Lender in accordance with this provision.

(c) To the extent that any Loan Party fails to pay any amount required to be paid by it to the Retiring Administrative Agent (as defined in the Agency Resignation and Appointment Agreement) pursuant to Section E.4 of the Agency Resignation and Appointment Agreement, each Lender severally agrees to pay to the Administrative Agent such Lender's Applicable Percentage (determined as of the time that the applicable unreimbursed expense or indemnity payment is sought) of such unpaid amount.

SECTION 9.20. Snowflake Collateral. Upon the Effective Date, the Administrative Agent shall enter into a consent and joinder to the Intercreditor Agreement in the form of EXHIBIT J hereto (the "Intercreditor Consent") that, as of the Effective Date, effects the subordination of the Liens constituted by the Collateral Documents on the Snowflake Fixed Assets to the Liens in favour of the Collateral Trustee, with the effect that, as of the Effective Date, (i) the Liens on the Snowflake Fixed Assets securing the ABL Debt Obligations (as defined in the Intercreditor Agreement) under the Existing Credit Agreement shall be deemed to have been released in accordance with the ABL Debt Documents (as defined in the Intercreditor Agreement) for purposes of the Intercreditor Agreement, (ii) the Company shall have notified the Collateral Trustee of the foregoing, (iii) the Snowflake Fixed Assets shall be designated as, and be deemed to constitute, Notes First Lien Collateral and (iv) the Snowflake Redesignation Date (as defined in the Intercreditor Agreement) shall be deemed to have occurred as of the Effective Date.

ARTICLE X

Loan Guarantee.

SECTION 10.01. Guarantee. Each Loan Guarantor (other than those that have delivered a separate Guarantee) hereby agrees that it is jointly and severally liable for, and absolutely and unconditionally guarantees to the Lenders, the Administrative Agent and the Issuing Bank (collectively, the "Guaranteed Parties") the prompt payment when due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the Secured Obligations and all costs and expenses, including, without limitation, all court costs and attorneys' and paralegals' fees (including allocated costs of in-house counsel and paralegals) and expenses paid or incurred by the Administrative Agent, the Issuing

Bank and the Lenders in endeavouring to collect all or any part of the Secured Obligations from, or in prosecuting any action against, any Borrower, any Loan Guarantor or any other guarantor of all or any part of the Secured Obligations (such costs and expenses, together with the Secured Obligations, collectively the "Guaranteed Obligations"). Each Loan Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. All terms of this Loan Guarantee apply to and may be enforced by or on behalf of any domestic or foreign branch or Affiliate of any Lender that extended any portion of the Guaranteed Obligations.

SECTION 10.02. Guarantee of Payment. This Loan Guarantee is a guarantee of payment and not of collection. Each Loan Guarantor waives any right to require the Administrative Agent, the Issuing Bank or any Lender to sue any Borrower, any Loan Guarantor, any other guarantor, or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "Obligated Party"), or otherwise to enforce its payment against any collateral securing all or any part of the Guaranteed Obligations. In addition, as an original and independent obligation under this Guarantee, each Loan Guarantor shall:

(a) indemnify each Guaranteed Party and its successors, endorsees, transferees and assigns and keep the Guaranteed Parties indemnified against all costs, losses, expenses and liabilities of whatever kind resulting from the failure by the Loan Parties or any of them, to make due and punctual payment of any of the Secured Obligations or resulting from any of the Secured Obligations being or becoming void, voidable, unenforceable or ineffective against any Loan Party (including, but without limitation, all legal and other costs, charges and expenses incurred by each Guaranteed Party, or any of them, in connection with preserving or enforcing, or attempting to preserve or enforce, its rights under this Guarantee); and

(b) pay on demand the amount of such costs, losses, expenses and liabilities whether or not any of the Guaranteed Parties has attempted to enforce any rights against any Loan Party or any other Person or otherwise.

SECTION 10.03. No Discharge or Diminishment of Loan Guarantee.

(a) Except as otherwise provided for herein, the obligations of each Loan Guarantor hereunder are unconditional and absolute and not subject to any reduction, limitation, impairment or termination for any reason (other than the indefeasible payment in full in cash of the Guaranteed Obligations), including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Borrower or any other Obligated Party liable for any of the Guaranteed Obligations; (iii) any insolvency, bankruptcy, winding-up, liquidation reorganization or other similar proceeding affecting any Obligated Party or their assets or any resulting release or discharge of any obligation of any Obligated Party; or (iv) the existence of any claim, set-off or other rights which any Loan Guarantor may have at any time against any Obligated Party, the Administrative Agent, the Issuing Bank, any Lender or any other person, whether in connection herewith or in any unrelated transactions.

(b) The obligations of each Loan Guarantor hereunder are not subject to any defence or set-off, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of Applicable Law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(c) Further, the obligations of any Loan Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the Administrative Agent, the Issuing Bank or any Lender to

assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection or invalidity of any indirect or direct security for the obligations of any Borrower for all or any part of the Guaranteed Obligations or any obligations of any other Obligated Party liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the Administrative Agent, the Issuing Bank or any Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Loan Guarantor or that would otherwise operate as a discharge of any Loan Guarantor as a matter of law or equity (other than the indefeasible payment in full in cash of the Guaranteed Obligations).

SECTION 10.04. Defences Waived. To the fullest extent permitted by Applicable Law, each Loan Guarantor hereby waives any defence based on or arising out of any defence of any Borrower or any Loan Guarantor or the unenforceability of all or any part of the Guaranteed Obligations from any cause, or the cessation from any cause of the liability of any Borrower or any Loan Guarantor, other than the indefeasible payment in full in cash of the Guaranteed Obligations. Without limiting the generality of the foregoing, each Loan Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person. Each Loan Guarantor confirms that it is not a surety under any state law and shall not raise any such law as a defence to its obligations hereunder. The Administrative Agent may, at its election, foreclose on any Collateral held by it by one or more judicial or nonjudicial sales, accept an assignment of any such Collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, without affecting or impairing in any way the liability of such Loan Guarantor under this Loan Guarantee except to the extent the Guaranteed Obligations have been fully and indefeasibly paid in cash. To the fullest extent permitted by Applicable Law, each Loan Guarantor waives any defence arising out of any such election even though that election may operate, pursuant to Applicable Law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Loan Guarantor against any Obligated Party or any security.

SECTION 10.05. Rights of Subrogation. No Loan Guarantor will assert any right, claim or cause of action, including, without limitation, a claim of subrogation, contribution or indemnification, that it has against any Obligated Party, or any collateral, until the Loan Parties and the Loan Guarantors have fully performed all their obligations to the Administrative Agent, the Issuing Bank and the Lenders.

SECTION 10.06. Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy or reorganization of any Borrower or otherwise, each Loan Guarantor's obligations under this Loan Guarantee with respect to that payment shall be reinstated at such time as though the payment had not been made and whether or not the Administrative Agent, the Issuing Bank and the Lenders are in possession of this Loan Guarantee. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the Loan Guarantors forthwith on demand by the Administrative Agent.

SECTION 10.07. Information. Each Loan Guarantor assumes all responsibility for being and keeping itself informed of the Borrowers' financial condition and assets, and of all other circumstances

bearing upon the risk of nonpayment of the Guaranteed Obligations and the nature, scope and extent of the risks that each Loan Guarantor assumes and incurs under this Loan Guarantee, and agrees that neither the Administrative Agent, the Issuing Bank nor any Lender shall have any duty to advise any Loan Guarantor of information known to it regarding those circumstances or risks.

SECTION 10.08. Termination. Each of the Lenders and the Issuing Bank may continue to make loans or extend credit to the Borrowers based on this Loan Guarantee until five days after it receives written notice of termination from any Loan Guarantor. Notwithstanding receipt of any such notice, each Loan Guarantor will continue to be liable to the Lenders for any Guaranteed Obligations created, assumed or committed to prior to the fifth day after receipt of the notice, and all subsequent renewals, extensions, modifications and amendments with respect to, or substitutions for, all or any part of such Guaranteed Obligations.

SECTION 10.09. Taxes. Each payment of the Guaranteed Obligations will be made by each Loan Guarantor without withholding for any Taxes, unless such withholding is required by law. If any Loan Guarantor determines, in its sole discretion exercised in good faith, that it is so required to withhold Taxes, then such Loan Guarantor may so withhold and shall timely pay the full amount of withheld Taxes to the relevant Governmental Authority in accordance with Applicable Law. If such Taxes are Indemnified Taxes, then the amount payable by such Loan Guarantor shall be increased as necessary so that, net of such withholding (including such withholding applicable to additional amounts payable under this Section), the Administrative Agent, Lender or Issuing Bank (as the case may be) receives the amount it would have received had no such withholding been made.

SECTION 10.10. Maximum Liability. The provisions of this Loan Guarantee are severable, and in any action or proceeding involving any corporate law, or any provincial, territorial, state, federal or foreign bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Loan Guarantor under this Loan Guarantee would otherwise be held or determined to be void, voidable, avoidable, invalid or unenforceable on account of the amount of such Loan Guarantor's liability under this Loan Guarantee, then, notwithstanding any other provision of this Loan Guarantee to the contrary, the amount of such liability shall, without any further action by the Loan Guarantors or the Administrative Agent, the Issuing Bank or any Lender, be automatically limited and reduced to the highest amount that is valid and enforceable as determined in such action or proceeding (such highest amount determined hereunder being the relevant Loan Guarantor's "Maximum Liability"). This Section with respect to the Maximum Liability of each Loan Guarantor is intended solely to preserve the rights of the Administrative Agent, the Issuing Bank and the Lenders to the maximum extent not subject to avoidance under Applicable Law, and no Loan Guarantor nor any other Person shall have any right or claim under this Section with respect to such Maximum Liability, except to the extent necessary so that the obligations of any Loan Guarantor hereunder shall not be rendered voidable under Applicable Law. Each Loan Guarantor agrees that the Guaranteed Obligations may at any time and from time to time exceed the Maximum Liability of each Loan Guarantor without impairing this Loan Guarantee or affecting the rights and remedies of the Administrative Agent, the Issuing Bank or the Lenders hereunder, provided that, nothing in this sentence shall be construed to increase any Loan Guarantor's obligations hereunder beyond its Maximum Liability.

SECTION 10.11. Contribution. In the event any Loan Guarantor (a "Paying Guarantor") shall make any payment or payments under this Loan Guarantee or shall suffer any loss as a result of any realization upon any Collateral granted by it to secure its obligations under this Loan Guarantee, each other Loan Guarantor (each a "Non-Paying Guarantor") shall contribute to such Paying Guarantor an amount equal to such Non-Paying Guarantor's "Applicable Percentage" of such payment or payments made, or losses suffered, by such Paying Guarantor. For purposes of this Article X, each Non-Paying Guarantor's "Applicable Percentage" with respect to any such payment or loss by a Paying Guarantor

shall be determined as of the date on which such payment or loss was made by reference to the ratio of (i) such Non-Paying Guarantor's Maximum Liability as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder) or, if such Non-Paying Guarantor's Maximum Liability has not been determined, the aggregate amount of all monies received by such Non-Paying Guarantor from the Borrowers after the date hereof (whether by loan, capital infusion or by other means) to (ii) the aggregate Maximum Liability of all Loan Guarantors hereunder (including such Paying Guarantor) as of such date (without giving effect to any right to receive, or obligation to make, any contribution hereunder), or to the extent that a Maximum Liability has not been determined for any Loan Guarantor, the aggregate amount of all monies received by such Loan Guarantors from the Borrowers after the date hereof (whether by loan, capital infusion or by other means). Nothing in this provision shall affect any Loan Guarantor's several liability for the entire amount of the Guaranteed Obligations (up to such Loan Guarantor's Maximum Liability). Each of the Loan Guarantors covenants and agrees that its right to receive any contribution under this Loan Guarantee from a Non-Paying Guarantor shall be subordinate and junior in right of payment to the payment in full in cash of the Guaranteed Obligations. This provision is for the benefit of all of the Administrative Agent, the Issuing Bank, the Lenders and the Loan Guarantors and may be enforced by any one, or more, or all of them in accordance with the terms hereof.

SECTION 10.12. Liability Cumulative. The liability of each Loan Party as a Loan Guarantor under this Article X is in addition to and shall be cumulative with all liabilities of each Loan Party to the Administrative Agent, the Issuing Bank and the Lenders under this Agreement and the other Loan Documents to which such Loan Party is a party or in respect of any obligations or liabilities of the other Loan Parties, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

ARTICLE XI

The Borrower Representative.

SECTION 11.01. Appointment; Nature of Relationship. The Company is hereby appointed by each of the Borrowers as its contractual representative (herein referred to as the "Borrower Representative") hereunder and under each other Loan Document, and each of the Borrowers irrevocably authorizes the Borrower Representative to act as the contractual representative of such Borrower with the rights and duties expressly set forth herein and in the other Loan Documents. The Borrower Representative agrees to act as such contractual representative upon the express conditions contained in this Article XI. Additionally, the Borrowers hereby appoint the Borrower Representative as their agent to receive all of the proceeds of the Loans in the Funding Account(s), at which time the Borrower Representative shall promptly disburse such Loans to the appropriate Borrower(s), provided that, in the case of a Revolving Loan, such amount shall not exceed Availability. The Administrative Agent and the Lenders, and their respective officers, directors, agents or employees, shall not be liable to the Borrower Representative or any Borrower for any action taken or omitted to be taken by the Borrower Representative or the Borrowers pursuant to this Section 11.01.

SECTION 11.02. Powers. The Borrower Representative shall have and may exercise such powers under the Loan Documents as are specifically delegated to the Borrower Representative by the terms of each thereof, together with such powers as are reasonably incidental thereto. The Borrower Representative shall have no implied duties to the Borrowers, or any obligation to the Lenders to take any action thereunder except any action specifically provided by the Loan Documents to be taken by the Borrower Representative.

SECTION 11.03. Employment of Agents. The Borrower Representative may execute any of its duties as the Borrower Representative hereunder and under any other Loan Document by or through authorized officers.

SECTION 11.04. Notices. Each Borrower shall immediately notify the Borrower Representative of the occurrence of any Default or Unmatured Default hereunder referring to this Agreement describing such Default or Unmatured Default and stating that such notice is a "notice of default". In the event that the Borrower Representative receives such a notice, the Borrower Representative shall give prompt notice thereof to the Administrative Agent and the Lenders. Any notice provided to the Borrower Representative hereunder shall constitute notice to each Borrower on the date received by the Borrower Representative.

SECTION 11.05. Successor Borrower Representative. Upon the prior written consent of the Administrative Agent, the Borrower Representative may resign at any time, such resignation to be effective upon the appointment of a successor Borrower Representative. The Administrative Agent shall give prompt written notice of such resignation to the Lenders.

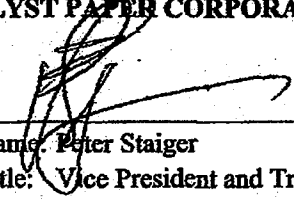
SECTION 11.06. Execution of Loan Documents; Borrowing Base Certificate. The Borrowers hereby empower and authorize the Borrower Representative, on behalf of the Borrowers, to execute and deliver to the Administrative Agent and the Lenders the Loan Documents and all related agreements, certificates, documents, or instruments as shall be necessary or appropriate to effect the purposes of the Loan Documents, including, without limitation, the Borrowing Base Certificates and the Compliance Certificates. Each Borrower agrees that any action taken by the Borrower Representative or the Borrowers in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by the Borrower Representative of its powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Borrowers.

SECTION 11.07. Reporting. Each Borrower hereby agrees that such Borrower shall furnish promptly after each fiscal month to the Borrower Representative a copy of its Borrowing Base Certificate and any other certificate or report required hereunder or requested by the Borrower Representative on which the Borrower Representative shall rely to prepare the Borrowing Base Certificates and the Compliance Certificates required pursuant to the provisions of this Agreement.

EXECUTION COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

CATALYST PAPER CORPORATION

By: 
Name: Peter Staiger
Title: Vice President and Treasurer

EXECUTION COPY

**CATALYST PAPER, by its Managing
Partner, CATALYST PAPER
CORPORATION**

By: 

Name: Peter Staiger

Title: Vice President and Treasurer

EXECUTION COPY

CATALYST PAPER HOLDINGS INC.

By: _____

Name: Peter Staiger

Title: Treasurer

EXECUTION COPY

CATALYST PAPER (SNOWFLAKE) INC.

By: 

Name: Peter Staiger

Title: Treasurer

EXECUTION COPY

**CATALYST PULP AND PAPER SALES
INC.**

By: _____

Name: Peter Staiger

Title: Treasurer

EXECUTION COPY

CATALYST PULP SALES INC.

By: _____

Name: Peter Staiger

Title: Treasurer

EXECUTION COPY

**CATALYST PULP OPERATIONS
LIMITED**

By: _____

Name: Peter Staiger

Title: Treasurer

EXECUTION COPY

CATALYST PAPER (USA) INC.

By: 

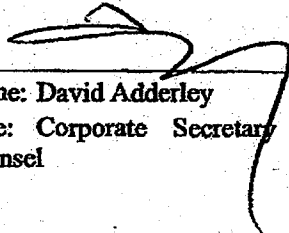
Name: Peter Staiger

Title: Treasurer

EXECUTION COPY

CATALYST PAPER RECYCLING INC.

By:



Name: David Adderley

Title: Corporate Secretary and Legal Counsel

EXECUTION COPY

PACIFICA PAPERS SALES INC.

By: _____

Name: Peter Staiger

Title: Treasurer

EXECUTION COPY

PACIFICA PAPERS US INC.

By: 

Name: Peter Staiger

Title: Treasurer

EXECUTION COPY

PACIFICA POPLARS INC.

By: 

Name: Peter Staiger

Title: Treasurer

EXECUTION COPY

PACIFICA POPLARS LTD.

By: 

Name: Peter Staiger

Title: President

EXECUTION COPY

0606890 B.C. LTD.

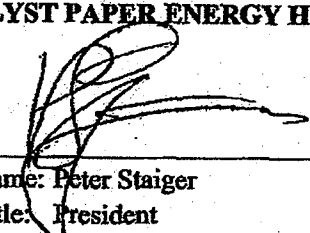
By: 

Name: Peter Staiger
Title: President

EXECUTION COPY

**CATALYST PAPER ENERGY HOLDINGS
INC.**

By: _____


Name: Peter Staiger
Title: President

EXECUTION COPY

ELK FALLS PULP AND PAPER LIMITED

By: 

Name: Peter Staiger

Title: President

EXECUTION COPY

THE APACHE RAILWAY COMPANY

By: _____

Name: Peter Staiger

Title: Treasurer

EXECUTION COPY

**JPMORGAN CHASE BANK, N.A.,
TORONTO BRANCH individually and as
Administrative Agent, Issuing Bank and
Swingline Lender**

By: John P. Freeman

Name: John P. Freeman

Title: Senior Vice President

EXECUTION COPY

AND by its applicable US Lending Office:

JPMORGAN CHASE BANK, N.A.,

By: *Annaliese Fisher*


Name: *Annaliese Fisher*
Title: *Vice President*

By: _____

Name:
Title:

EXECUTION COPY

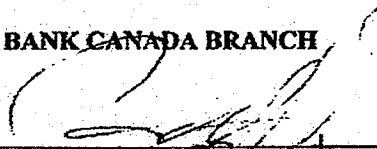
CIBC ASSET-BASED LENDING INC.

By: 
Name: **Donald Rogers**
Title: **AUTHORIZED SIGNATORY**

By: 
Name: **Lisa Daley**
Title: **AUTHORIZED SIGNATORY**

EXECUTION COPY

PNC BANK CANADA BRANCH

By: 

Name: Geoffrey H. Smith

Title: Vice President

By: 

Name: Mike Denby

Title: Assistant Vice President

EXECUTION COPY

AND by its applicable US Lending Office:

PNC BANK, NATIONAL ASSOCIATION

By: Kevin D. Rich
Name: KEVIN D. RICH
Title: OFFICER

By: Michael E. Herra
Name: Michael E. Herra
Title: VP

COMMITMENT SCHEDULE

Lender	Revolving Commitment	Total Commitment
JPMorgan Chase Bank, N.A., Toronto Branch	\$75,000,000	\$75,000,000
CIBC Asset-Based Lending Inc.	\$75,000,000	\$75,000,000
PNC Bank Canada Branch	\$25,000,000	\$25,000,000
Total	\$175,000,000	\$175,000,000

SCHEDULE 1.01 – PERMITTED LIENS

1. Miscellaneous repairers liens, the value of which does not, in the aggregate, exceed \$200,000.
2. One or more security interests created by one or more of the Credit Parties in favour of Dow Chemical Canada Inc. and Astenjohnson, Inc., respectively, in respect of certain Inventory supplied to one or more of the Credit Parties, provided that the aggregate amount secured by all such security interests shall not at any time exceed \$3,000,000.
3. Liens arising as a result of the following leases of Property by Catalyst Paper (Snowflake) Inc. which is Collateral:
 - (a) Lease dated April 22, 2009 between Catalyst Paper (Snowflake) Inc. and Agri-West LLC in respect of the Biomass Plantation (Sections 7, 8, 17 and 18, Township 13 North, Range 19 East, Gila and Salt River Baseline and Meridan (GSRBM); Sections 7, 8, 9, 17, 18, 19, 20, 29, 30, and 31, Township 14 North, Range 19 East, Gila and Salt River Baseline and Meridian (GSRBM); and Sections 9, 10, 11, 12, 13, 14 and 15, Township 14 North, Range 18 East, Gila and Salt River Baseline and Meridian (GSRBM));
 - (b) Lease dated March 1, 2001 between Abitibi Consolidated Sales Corporation and the Terrance Reidhead Family Trust in respect of Section 29 (644.06 acres), PID 202-02-005 C1 and 33 (320 acres), PID 202-05-005 B2 T13N R21E (320 acres), PID 202-05-005 D (Total: 1284.06 acres);
 - (c) Lease dated March 1, 2001 between Abitibi Consolidated Sales Corporation and Frank and Geraldine Despain DBA Dry Lake Cattle Ranch in respect of Section 3 SW1/4, E1/2, Section 15N1/4, 24 S1/4, SE1/4, 25S, Section >14 SW Corner, T14N, R18E, Section 6 N1/2, 29 NW1/4, Section 30 E1/2, T14N R19E, Section 31 W1/4 (Total: 2,438.35 acres);
 - (d) Lease dated March 1, 2001 between Abitibi Consolidated Sales Corporation and Jack and Phyllis Carlisle in respect of Section 30, T13N, R20E (Total: 631.34 acres);
 - (e) Lease dated March 1, 2001 between Abitibi Consolidated Sales Corporation and David and Sandra Decker DBA Decker Ranches in respect of Section 8 West half T13N, R19E and Section 31 and Section 34 T14N, R19E (Total: 1426.42 acres) (This agreement was subsequently assigned to Jack and Phyllis Carlisle pursuant to a letter agreement dated March 16, 2006);
 - (f) Lease dated March 1, 2001 between Abitibi Consolidated Sales Corporation Fred and Elise Peterson in respect of Section 24, T13N, R20E PID 202-01-0119 (Total: 580 acres);
 - (g) Lease dated March 1, 2001 between Abitibi Consolidated Sales Corporation and Rocking Chair Ranch in respect of Section 5 (80 acres), Section 8 (640 acres),

Section 17 (640 acres), Section 20 W ½ (320 acres), all in T14R19E (Total: 1680 acres);

- (h) Lease dated October 15, 1998 between Abitibi Consolidated Sales Corporation and Stone Container Corporation in respect of Section 21, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218 and in Docket 134, page 221, records of Navajo County, Arizona; and
 - (i) Ground Lease Agreement dated September 14, 2005 between Abitibi Consolidated Sales Corporation and Snowflake White Mountain Power LLC, as amended, and Memorandum of Ground Lease and Notice of Easement Rights, recorded September 8, 2006, as amended, both in respect of: (1) a portion of Section 21, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona; (2) a portion of Section 27, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona; and (3) an easement for ingress and egress and for utilities and until July 31, 2008 for construction. Interest of Snowflake Mountain Power LLC transferred to Snowflake Power LLC in November 2010.
4. One or more security interests created by one or more of the Credit Parties in favour of Buckman Laboratories of Canada, Ltd. in respect of certain Inventory supplied to one or more of the Credit Parties, provided that the aggregate amount secured by all such security interests shall not at any time exceed \$30,000.
 5. Leases of real property entered into by a Credit Party as landlord which are disclosed in Schedule 3.28 and any other such leases of any real property which constitutes an Excluded Asset (as defined in the Intercreditor Agreement).
 6. The following charges against certain real property, all of which is beneficially owned by CPC or CPC together with Catalyst Pulp Operations Limited, as tenants in common, more particularly described below (all of which constitutes Notes First Lien Collateral), the existence of which and in the case of any option to purchase, the exercise of which, CPC has determined acting reasonably, does not and would not adversely affect in any material respect the ability of CPC or Catalyst Pulp Operations Limited to carry on its business as presently conducted:

Charge	Real Property Subject to Charge
Right of First Refusal made between Fletcher Challenge Canada Limited (a predecessor of CPC) (the "Grantor") and TimberWest Forest II Limited (the "Grantee") and registered in the land title office on March 11, 1997 under No. EL30325 (the "TW RFR") Pursuant to the TW RFR, the Grantee has the right, at its option, to purchase the TW RFR Lands within 30 days of receiving notice of an offer made on said lands that the Grantor is	PID: 009-862-021, District Lot 8 Chemainus District
	PID: 005-852-293, Lot 1 District Lot 7 Chemainus District Plan 6538
	PID: 009-034-595, District Lot 7 Chemainus District Except Part in Plan 6538
	(collectively, the "TW RFR Lands")

<p>desirous of accepting and on the same terms as set out in such offer. The right of first refusal granted herein shall not apply if the TW RFR Lands are sold or transferred to an affiliate of the Grantor, or if they are sold or transferred in a bona fide sale of all or substantially all of the lands on which the Grantor's Crofton Pulp Mill is located, provided that any such transferee agrees to be bound by the TW RFR as if it had been the original party to the TW RFR.</p>	
<p>Right of First Refusal and Option to Purchase in favour of Island Timberlands GP Ltd. made between Pacifica Papers Inc. (a predecessor of CPC) (the "Grantor") and Island Timberlands GP Ltd. (as a result of a transfer from Weyerhaeuser Company Limited) (the "Grantee") and registered in the land title office on October 16, 1998 under No. EM100462 (as extended by EN5108) and No. EM100463 (as extended by EN5109), respectively (the "IT RFR & Option")</p> <p>The IT RFR & Option provides the Grantee with an:</p> <p>(a) exclusive first right, at its option, to purchase the RFR & Option Lands within 10 calendar days of receiving notice of an offer made on such lands that the Grantor is willing to accept and on the same terms as set out in such offer; and</p> <p>(b) an option to purchase the RFR & Option Lands for the price of \$1.00. This option may be exercised only if the Grantor ceases to use such lands for railway purposes at any time on or before the date which is eighty years after the date on which title to the RFR & Option Lands was conveyed to the Grantor from the Grantee</p>	<p>PID: 024-379-603, Lot A, District Lot 1 and part of the bed of Public Harbour of Alberni, Alberni District, Plan VIP68454 (the "RFR & Option Lands")</p>

SCHEDULE 2.25 – EXISTING LETTERS OF CREDIT

1. Canadian

L/C Number	Bank	Beneficiary	Amount	Expiry Date
SBGT742932	CIBC	CIBC Mellon Trust Company	CAD \$ 17,118,000.00	April 2, 2012
SBGT742931	CIBC	BC Hydro	CAD \$ 150,000.00	February 28, 2012
SBGT742938	CIBC	BC Hydro	CAD \$ 39,269.70	September 5, 2011
SBGT748089	CIBC	BC Hydro	CAD \$ 1,188,502.00	February 2, 2012
SBGT742940	CIBC	BC Hydro	CAD \$ 135,082.40	October 31, 2011
SBGT743916	CIBC	BC Hydro	CAD \$ 269,009.68	January 20, 2012
SBGT742939	CIBC	Her Majesty The Queen in right of the province of BC, as represented by the Ministry responsible for Land Act	CAD \$ 100,000.00	October 29, 2011
SBGT748852	CIBC	Royal Bank of Canada	CAD \$ 2,000,000	November 30, 2011

2. U.S.

L/C Number	Bank	Beneficiary	Amount	Expiry Date
CTCS-662653	JPMorgan	Liberty Mutual Insurance Company	USD \$ 290,000.00	May 1, 2012
CTCS-662658	JPMorgan	COALSALES	USD \$ 1,500,000.00	April 9, 2012
CTCS-662656	JPMorgan	Arizona Department of Environmental Quality	USD \$ 2,236,050.00	April 23, 2012
CTCS-785445	JPMorgan	JPMorgan Chase Bank	USD \$ 150,000.00	August 13, 2013
SBGT747901	CIBC	Macquarie Bank Limited	USD \$ 1,000,000.00	January 19, 2012
SBGT746339	CIBC	Shell Energy North America (Canada) Inc.	USD \$ 1,000,000.00	December 30, 2011
SBGT748836	CIBC	The Toronto-Dominion Bank	USD \$ 1,100,000	February 28, 2012

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SCHEDULE 2.26 – EXISTING DERIVATIVES EXPOSURE

Derivatives Lender	Allocated Amount	
Canadian Imperial Bank of Commerce	CAD \$	6,000,000.00

SCHEDULE 3.03 – APPROVALS

Nil

SCHEDULE 3.05 – LITIGATION

Nil

SCHEDULE 3.07 – OWNERSHIP OF LOAN PARTIES

Loan Party	Holders of Equity Securities
Catalyst Paper	<ul style="list-style-type: none"> • Catalyst Paper Corporation (332,533 Class A units and 14,700 Class B units) • Catalyst Pulp Operations Limited (154,229 Class A units and 5,770 Class B units)
Catalyst Paper Holdings Inc.	<ul style="list-style-type: none"> • Catalyst Paper Corporation (2940 Shares Common stock)
Catalyst Paper (Snowflake) Inc.	<ul style="list-style-type: none"> • Catalyst Paper Holdings Inc. (240 Shares Common stock)
Catalyst Paper Recycling Inc.	<ul style="list-style-type: none"> • Catalyst Paper Holdings Inc. (100 Shares Common stock)
Catalyst Pulp Operations Limited	<ul style="list-style-type: none"> • Catalyst Paper Corporation (124,189,254 Common shares) • Catalyst Paper Energy Holdings Limited (120,000 Class A Preferred shares) • Catalyst Pulp and Paper Sales Inc. (50,000 Class A Preferred shares)
Catalyst Pulp and Paper Sales Inc.	<ul style="list-style-type: none"> • Catalyst Paper Corporation (1,000 Common shares)
Catalyst Pulp Sales Inc.	<ul style="list-style-type: none"> • Catalyst Pulp Operations Limited (1 Common share)
Catalyst Paper (USA) Inc.	<ul style="list-style-type: none"> • Catalyst Paper Holdings Inc. (1,000 Common shares)
The Apache Railway Company	<ul style="list-style-type: none"> • Catalyst Paper (Snowflake) Inc. (6,000 Shares Common stock)
Elk Falls Pulp and Paper Limited	<ul style="list-style-type: none"> • Catalyst Paper Corporation (1 Common share)
Pacifica Papers Sales Inc.	<ul style="list-style-type: none"> • Pacifica Papers US Inc. (100 Common shares)
Pacifica Papers US Inc.	<ul style="list-style-type: none"> • Catalyst Paper Holdings Inc. (100 Common shares)
Pacifica Poplars Inc.	<ul style="list-style-type: none"> • Pacifica Papers US Inc. (850 Common shares)
Pacifica Poplars Ltd.	<ul style="list-style-type: none"> • Catalyst Paper Corporation (90,001 Common shares)
0606890 B.C. Ltd.	<ul style="list-style-type: none"> • Catalyst Paper Corporation (1 Common share)

Loan Party

Holder of Equity Securities

Catalyst Paper Energy Holdings Inc.	<ul style="list-style-type: none">• Catalyst Paper Corporation (101 Common shares)
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SCHEDULE 3.09 – TITLE TO REAL PROPERTY

1. Elk Falls Pulp and Paper Limited holds registered and legal title to the following real property constituting Notes First Lien Collateral as nominee and trustee either for CPC or for Catalyst Pulp Operations Limited and CPC together, as tenants in common:

000-849-731	District Lot 120 (DD 215778I) Sayward District Except Part in Plans 14946 and VIP57724
000-849-821	That part of District Lot 67 Sayward District shown outlined in red on Plan 1374 RW
000-848-905	Lot A District Lot 68 Sayward District Plan 20538
000-849-561	That part of District Lot 151 Sayward District shown outlined in red on Plan 1433R
000-849-502	That Part of District Lot 163 Sayward District shown outlined in red on Plan 1431R
001-233-475	Block B of Lot 1504 Sayward District
001-233-467	Block C of Lot 1504 Sayward District
001-233-459	Block D of Lot 1504, Sayward District
000-848-913	Lot 1 District Lot 68 Sayward District Plan 16712
000-849-855	That part of District Lot 52 Sayward District shown outlined in red on Plan 659 RW
000-849-847	That part of District Lot 67 Sayward District shown outlined in red on Plan 659 RW
000-849-910	District Lot 26 Sayward District except part in Plans 34604 and 42540
000-848-921	Lot I District Lot 109 Sayward District Plan 16956
000-849-430	District Lot 164 Sayward District shown outlined in red on Plan 1431R
001-233-432	District Lot 109 Sayward District except Parcel A (DD 285472-I) and those parts in Plans 1373-R, 16956, 19371, 50636 and VIP54479, VIP64521 and EPP7297
001-233-441	Lot 1599 Sayward District except that part in Plan VIP 64521
000-846-287	District Lot 2 Sayward District except those parts in Plans 19371, 42540, 50636, VIP64521, VIP64522 and VIP76652

2. CPC holds registered and legal title to the following real property constituting Notes First Lien Collateral as nominee and trustee for itself and Catalyst Pulp Operations Limited, as tenants in common:

Parcel Identifier	Legal Description
024-662-666	Lot 1 of Sections 4, 5 & 6 Range 10 Chemainus District Plan VIP69811
024-662-674	Lot 2 of Sections 2, 3 & 4 Ranges 10 & 11 Chemainus District and of Sections 5 & 6 Range 10 Chemainus District and of District Lots 141 and 475 Cowichan District Plan VIP69811 except that part in Plan VIP76654
024-663-018	Lot 3 of Sections 2, 3, & 4 Ranges 10 & 11 and District Lot 107 Chemainus District and of District Lots 141 and 475 Cowichan District Plan VIP69811
024-663-034	Lot 4 of Sections 4 and 5 Range 10 Chemainus District Plan VIP69811
024-663-115	Lot 5 Section 2 Ranges 10 and 11 Chemainus District Plan VIP69811
005-586-429	Lot 4 Section 17 Range 5 Quamichan District Plan 8636
005-586-437	Lot 5 Section 17 Range 5 Quamichan District Plan 8636
005-586-445	Lot 6 Section 17 Range 5 Quamichan District Plan 8636
009-956-069	Section 3 Range 9 Chemainus District except parts in Plans 920 RW and 921 RW
007-388-209	Lot 15 Section 3 Range 10 Chemainus District Plan 1471 except part in Plan 11574
006-244-637	Lot 2 Section 4 Range 10 Chemainus District Plan 3198 except that part in Plan VIP76653
007-388-004	Lot 1 Section 3 Range 10 Chemainus District Plan 1471 except parts in Plans 11613, 13731 and 16471
004-979-087	Lot 1 Sections 3 and 4 Ranges 9 and 10 Chemainus District Plan 12168
009-024-174	That part of Parcel B (DD 996041) of Section 5 Range 10 Chemainus District outlined in red on Plan 925 RW
004-798-619	Lot 1 Section 1 Range 7 Chemainus District Plan 12696
005-338-859	That part of Lot 1 Section 17 Range 4 Quamichan District Plan 9537 shown in red on Plan 903 RW
005-419-239	That part of Lot 1 Section 2 Range 7 Chemainus District Plan 8697 in Plan 920 RW
003-982-840	Lot 1 Section 3 Range 10 Chemainus District Plan 16471
007-663-544	That part of District Lot 12 Cowichan Lake District being that portion of Fern Road dedicated by Plan 1231 and closed by Order-In-Council No. 1754 dated 16th day of July, 1956 as shown outlined in red on Plan 458 BL
005-145-473	Lot 1 District Lot 12 Cowichan Lake District Plan 11206

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- 007-655-517 Block 3 District Lot 12 Cowichan Lake District Plan 1231 except part in Plan 31221
- 006-912-451 Lot 1 Block 2 Section 5 Renfrew District (situate in Cowichan Lake District) Plan 1750
- 009-573-488 That part of Section 5 Renfrew District (situate in Cowichan Lake District) as shown outlined in red on Plan 457 BL
- 006-912-494 Lot 1 Block 3 Section 5 Renfrew District (situate in Cowichan Lake District) Plan 1750
- 006-912-524 Lot 3 Block 3 Section 5 Renfrew District (situate in Cowichan Lake District) Plan 1750
- 006-912-516 Lot 2 Block 3 Section 5 Renfrew District (situate in Cowichan Lake District) Plan 1750
- 006-912-567 Lot 4 Block 3 Section 5 Renfrew District (situate in Cowichan Lake District) Plan 1750
- 008-768-820 District Lot 101 Cowichan Lake District

SCHEDULE 3.11 – CANADIAN PENSION PLANS

1. Catalyst Paper Corporation Retirement Plan for Salaried Employees. As of December 31, 2010 this plan had a going concern deficit of \$23,251,000 and a solvency deficiency of \$73,406,000 and a solvency ratio of 0.76.
2. Catalyst Paper Corporation Retirement Plan "A". As of December 31, 2010 this plan had a going concern deficit of \$515,000 and a solvency deficiency of \$3,238,000 and a solvency ratio of 0.74.
3. Catalyst Paper Corporation Retirement Plan "C". As of December 31, 2010 this plan had a going concern surplus of \$219,000 and a solvency surplus of \$179,000 and a solvency ratio of 1.00.
4. Catalyst Paper Corporation Supplementary Retirement Plan for Former Pacifica Papers Inc. Employees. This Plan is unfunded. As of December 31, 2010 the unfunded liability was actuarially calculated as \$1,817,000.
5. Catalyst Paper Corporation Supplemental Retirement Plan for Senior Executives. This Plan is unfunded but secured by a letter of credit. As of December 31, 2010 the unfunded liability was actuarially calculated as \$14,206,000.
6. Individual supplementary pensions payable to former executives who retired with entitlements under the supplemental plan of a predecessor company. These obligations are unfunded. As of December 31, 2010 these unfunded obligations were actuarially calculated as \$564,000.
7. Bridge benefits payable to hourly employees. This Plan is unfunded except for the benefits of a small closed group of retired members. As of December 31, 2010 the unfunded liability was actuarially calculated as \$48,091,000.
8. Pulp and Paper Industry Pension Plan (participating employer).

SCHEDULE 3.12 – U.S. PENSION PLANS

Catalyst Paper (Snowflake) Inc. Plans

1. Catalyst Paper (Snowflake) Inc. Savings Plan for IBEW Hourly Employees. Catalyst assumed this 401(k) plan effective April 10, 2008 (combined with Catalyst Paper (Snowflake) Inc. Retirement Plan for IBEW Hourly Employees effective January 31, 2011).
2. Catalyst Paper (Snowflake) Inc. Pension Plan for Hourly Employees. Plan was established effective April 10, 2008 to provide benefits for certain bargained employees equivalent to those provided by the Abitibi Consolidated U.S. Pension Plan for Certain Hourly Paid Employees prior to April 10, 2008. No asset transfer from prior plan. This is a flat benefit per year or partial year of service plan.
3. PACE Industry-Union Management Pension Fund (participating employer). This is a Taft-Hartley (multi-employer) plan. Based on the last actuarial estimate, it is expected that Catalyst's withdrawal liability would be approximately \$4 million, but there is no current intention to withdraw.
4. Catalyst Paper (Snowflake) Inc. Hourly Employees 401(k) Plan. Catalyst assumed his plan effective April 10, 2008. Catalyst amended this plan to provide for a flat contribution per hour worked for certain non-bargained employees who had participated in the Abitibi Consolidated U.S. Pension Plan for Certain Hourly Paid Employees prior to April 10, 2008, but who will not participate in the Catalyst Paper (Snowflake) Inc. Pension Plan for Hourly Employees.

Catalyst Paper (USA) Inc. Plans

5. Catalyst Paper (USA) Inc. Pension Plan. Catalyst is in the process of winding up this plan and expects to pay an unfunded liability of approximately US \$5 million in 2011 to complete the wind up of this plan.
6. Catalyst Paper (USA) Inc. 401(k) Plan. Catalyst Paper (Snowflake) Inc.'s salaried employees began participating in this plan effective April 10, 2008.

SCHEDULE 3.14 - DEFAULTS

Nil

SCHEDULE 3.16 – SUBSIDIARIES

(i) and (ii) The Name and the Form of Legal Entity of each Loan Party:

<u>Loan Party</u>	<u>Form of Legal Entity</u>
Catalyst Paper Corporation	Corporation
Catalyst Paper	General Partnership
Catalyst Paper Holdings Inc.	Corporation
Catalyst Paper (Snowflake) Inc.	Corporation
Catalyst Paper Recycling Inc.	Corporation
Catalyst Pulp Operations Limited	Corporation
Catalyst Pulp and Paper Sales Inc.	Corporation
Catalyst Pulp Sales Inc.	Corporation
Catalyst Paper (USA) Inc.	Corporation
The Apache Railway Company	Corporation
Elk Falls Pulp and Paper Limited	Corporation
Pacifica Papers Sales Inc.	Corporation
Pacifica Papers US Inc.	Corporation
Pacifica Poplars Inc.	Corporation
Pacifica Poplars Ltd.	Corporation
0606890 B.C. Ltd.	Corporation
Catalyst Paper Energy Holdings Inc.	Corporation

(iii) The Equity Securities of each Loan Party (other than Catalyst Paper Corporation) which are Issued and Outstanding:

1. Catalyst Paper

<u>Partner</u>	<u>Number and Class of Securities</u>
Catalyst Paper Corporation	332,533 Class A units 14,700 Class B units
Catalyst Pulp Operations Limited	154,229 Class A units 5,770 Class B units

2. Catalyst Paper Holdings Inc.

<u>Shareholder</u>	<u>Number and Class of Securities</u>
Catalyst Paper Corporation	2,940 Shares Common stock

3. Catalyst Paper (Snowflake) Inc.

<u>Shareholder</u>	<u>Number and Class of Securities</u>
Catalyst Paper Holdings Inc.	240 Shares Common stock

4. Catalyst Paper Recycling Inc.

Shareholder	Number and Class of Securities
Catalyst Paper Holdings Inc.	100 Shares Common stock

5. Catalyst Pulp Operations Limited

Shareholder	Number and Class of Securities
Catalyst Paper Corporation	124,189,254 Common shares
Catalyst Paper Energy Holdings Limited	120,000 Class A Preferred shares
Catalyst Pulp and paper Sales Inc.	50,000 Class A Preferred shares

6. Catalyst Pulp and Paper Sales Inc.

Shareholder	Number and Class of Securities
Catalyst Paper Corporation	1,000 Common shares

7. Catalyst Pulp Sales Inc.

Shareholder	Number and Class of Securities
Catalyst Pulp Operations Limited	1 Common share

8. Catalyst Paper (USA) Inc.

Shareholder	Number and Class of Securities
Catalyst Paper Holdings Inc.	1,000 Common shares

9. The Apache Railway Company

Shareholder	Number and Class of Securities
Catalyst Paper (Snowflake) Inc.	6,000 Shares Common stock

10. Elk Falls Pulp and Paper Limited

Shareholder	Number and Class of Securities
Catalyst Paper Corporation	1 Common share

11. Pacifica Papers Sales Inc.

Shareholder	Number and Class of Securities
Pacifica Papers US Inc.	100 Shares Common stock

12. Pacifica Papers US Inc.

Shareholder	Number and Class of Securities
Catalyst Paper Holdings Inc.	100 Shares Common stock

13. Pacifica Poplars Inc.

Shareholder	Number and Class of Securities
Pacifica Papers US Inc.	850 Shares Common stock

14. Pacifica Poplars Ltd.

Shareholder	Number and Class of Securities
Catalyst Paper Corporation	90,001 Common shares

15. 0606890 B.C. Ltd.

Shareholder	Number and Class of Securities
Catalyst Paper Corporation	1 Share Common stock

16. Catalyst Paper Energy Holdings Inc.

Shareholder	Number and Class of Securities
Catalyst Paper Corporation	101 Common shares

(iv) The Equity Securities Owned by each Loan Party:

1. Catalyst Paper Corporation

Entity	Certificate Number	Number and Class of Securities
Elk Falls Pulp and Paper Limited	3	1 Common share
Elk Falls Forest Industries Limited	4	1,000 Common shares
	5	1,699,200 Common shares
	6	4,500,000 Common shares
Catalyst Pulp Operations Limited	6	53,688,253 Common shares
	7	46,026,332 Common shares
	8	24,474,668 Common shares
	9	1 Common share
Catalyst Pulp and Paper Sales Inc.	7	1,000 Common shares
3264904 Canada Limited	3	1 Common share
468327 B.C. Ltd.	2-C	2,000 Common shares
British Columbia Forest Products Limited	3	1 Common share
0606890 B.C. Ltd.	2	1 Common share
3744809 Canada Inc.	2	1 Common share
Crofton Pulp and Paper Limited	9	2 Common shares
Echelon Paper Corporation (B.C.)	2	1 Common share
Echelon Paper Corporation (Canada)	2	1 Common share
Export Sales Co. Ltd.	8	10 Common shares
NSC Holdings (Barbados) Limited	Unknown	100% of capital stock (details unknown)
NSC Holdings (Philippines) Inc.	Unknown	79,475 Common shares

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Entity	Certificate Number	Number and Class Of Securities
Catalyst Paper Holdings Inc.	4	1,000 Shares Common stock
	5	1,800 Shares Common stock
	6	80 Shares Common stock
	7	24 Shares Common stock
	8	16 Shares Common stock
	9	10 Shares Common stock
Pacifica Poplars Ltd.	8	90,001 Common shares
	Unknown	100,000 Class A Preferred shares
Catalyst Paper	A-1	124,070 Class A units
	A-3	118,224 Class A units
	A-5	84,455 Class A units
	A-8	3,582 Class A units
	A-9	2,202 Class A units
	B-1	8,317 Class B units
	B-3	5,913 Class B units
B-5	470 Class B units	
Powell River Energy Limited Partnership	Not applicable	49.95% interest (no units issued)
Catalyst Paper Finance Limited	3	10 Common shares
Catalyst Paper Services (Hungary) LLC	Not applicable	100% interest

2. Catalyst Paper

Nil

3. Catalyst Paper Holdings Inc.

Entity	Certificate Number	Number and Class Of Securities
Catalyst Paper (USA) Inc.	4	1,000 Shares Common stock
Pacifica Papers U.S. Inc.	7	100 Shares Common shares
Catalyst Paper (Snowflake) Inc.	1	100 Shares Common stock
	2	80 Shares Common stock
	4	24 Shares Common stock
	5	16 Shares common stock
	6	10 Shares common stock
Catalyst Paper Recycling Inc.	1	100 Shares Common stock

4. Catalyst Paper (Snowflake) Inc.

Entity	Certificate Number	Number and Class Of Securities
The Apache Railway Company	88	6,000 Shares Common stock

5. Catalyst Paper Recycling Inc.

Nil

6. Catalyst Pulp Operations Limited

Entity	Certificate Number	Number and Class Of Securities
Catalyst Pulp Sales Inc.	3	1 Common share
Catalyst Paper	A2	15,444 Class A units
	A4	111,697 Class A units
	A6	25,304 Class A units
	A7	1,784 Class A units
	B2	1,683 Class B units
	B4	4,087 Class B units

7. Catalyst Pulp and Paper Sales Inc.

Entity	Certificate Number	Number and Class Of Securities
Catalyst Pulp Operations Limited	A-2	50,000 Class A preferred shares

8. Catalyst Pulp Sales Inc.

Nil

9. Catalyst Paper (USA) Inc.

Entity	Certificate Number	Number and Class Of Securities
Norske Skog North America LLC	Not applicable	50% equity interest

10. The Apache Railway Company

Nil

11. Pacifica Papers US Inc.

Entity	Certificate Number	Number and Class Of Securities
Pacifica Poplars Inc.	11	850 Common shares
Pacifica Papers Sales Inc.	8	100 Common shares

12. Elk Falls Pulp and Paper Limited

Nil

13. Pacifica Papers Sales Inc.

Nil

14. Pacifica Poplars Inc.

Nil

15. 0606890 B.C. Ltd.

Entity	Certificate Number	Number and Class Of Securities
PRSC Land Developments Ltd.	Unavailable	30 Common shares
PRSC Limited Partnership	N/A	50,000 units

16. Pacifica Poplars Ltd.

Nil

17. Catalyst Paper Energy Holdings Inc.

Entity	Certificate Number	Number and Class Of Securities
Powell River Energy Inc.	5	50,001 Common shares
Catalyst Pulp Operations Limited	A-3	120,000 Class A Preferred shares

(v) The Jurisdiction of Organization of each Loan Party:

Loan Party	Jurisdiction of Organization
Catalyst Paper Corporation	Federal (Canada)
Catalyst Paper	British Columbia
Catalyst Paper Holdings Inc.	State of Delaware
Catalyst Paper (Snowflake) Inc.	State of Delaware
Catalyst Paper Recycling Inc.	State of Delaware
Catalyst Pulp Operations Limited	British Columbia
Catalyst Pulp and Paper Sales Inc.	British Columbia
Catalyst Pulp Sales Inc.	British Columbia
Catalyst Paper (USA) Inc.	State of California
The Apache Railway Company	Arizona
Elk Falls Pulp and Paper Limited	British Columbia
Pacifica Papers Sales Inc.	State of Delaware
Pacifica Papers US Inc.	State of Delaware
Pacifica Poplars Inc.	State of Delaware
Pacifica Poplars Ltd.	British Columbia
0606890 B.C. Ltd.	British Columbia
Catalyst Paper Energy Holdings Inc.	Federal (Canada)

(vi) The Names of all Subsidiaries of Catalyst Paper Corporation that are not Loan Parties:

Catalyst Paper Finance Limited
 Catalyst Paper Services (Hungary) Limited Liability Company
 Export Sales Company Limited
 Crofton Pulp and Paper Limited
 468327 B.C. Ltd.
 British Columbia Forest Products Limited
 NSC Holdings (Philippines) Inc.

NSC Holdings (Barbados) Limited
Powell River Energy Inc.
3264904 Canada Limited
3744809 Canada Inc.
Echelon Paper Corporation (a British Columbia company)
Echelon Paper Corporation (a CBCA corporation)
Elk Falls Forest Industries Limited
3795659 Canada Ltd.

(vii) Unrestricted Subsidiaries

The Subsidiaries identified in (vi) above

SCHEDULE 3.19 – MATERIAL CONTRACTS

1. The 2004 Note Indenture and the 2004 Notes
2. The 2010 Note Indentures and the 2010 Notes

SCHEDULE 3.20 – ENVIRONMENTAL MATTERS

Aggregate contingent liabilities of \$7.9 million have been accrued. This is comprised of \$4.1 million relating to Port Alberni asset demolition, \$3.4 million related to long term landfill rehabilitation and \$400,000 of asbestos removal at the Powell River mill.

The scope/cost of remediation of any existing mill site should such site cease to be an operating mill is unknown but could result in a Material Adverse Effect depending upon the remediation required and the intended future use of the site.

SCHEDULE 3.21 – EMPLOYEE MATTERS

All Collective Bargaining Agreements to which any of the Loan Parties or their respective employees are subject:

Labour Agreement 2008-2012 between Catalyst Paper Elk Falls Division and Communication, Energy and Paperworkers Union Local 630

Labour Agreement 2008-2012 between Catalyst Paper Elk Falls Division and the Communications, Energy and Paperworkers Union, Local 1123

Labour Agreement 2008-2012 between Catalyst Paper Powell River Division and Communication, Energy and Paperworkers Union Local 1

Labour Agreement 2008-2012 between Catalyst Paper Powell River Division and Communication, Energy and Paperworkers Union Local 76

Labour Agreement 2008-2012 between Catalyst Paper Crofton Division and Communication, Energy and Paperworkers Union Local 1132

Labour Agreement 2008-2012 between Catalyst Paper Crofton Division and Pulp, Paper and Woodworkers of Canada Local 2

Labour Agreement dated February 14, 2008, between Catalyst Paper Port Alberni Division and Communication, Energy and Paperworkers Union of Canada Tyee Local 686 (Expires April 30, 2013)

Labour Agreement between Catalyst Paper Port Alberni Division and Communication, Energy and Paperworkers Union of Canada Local 592 (Expires April 30, 2013)

Labour Agreement May 1, 2006 to April 30, 2012 between Catalyst Paper Port Alberni Division and Canadian Office & Professional Employees Union Local No. 15

Labour Agreement July 27, 2006 to March 31, 2012 between Catalyst Pulp and Paper Sales Inc. and Transport, Construction and General Employees Association, Local 66, affiliated with Christian Labour Association of Canada

Labour Agreement between The Apache Railway Company and United Transportation Union (Expires December 31, 2011)

Labour Agreement between The Apache Railway Company and Arizona State District of Carpenters (Expires December 31, 2011)

Labour Agreement between Catalyst Paper (Snowflake) Inc. and United Steelworkers International Union Local 26888 (Expires February 28, 2014)

Labour Agreement between Catalyst Paper (Snowflake) Inc. and International Brotherhood of Electrical Workers Local 518 (Expires 2014)

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All Employment Contracts providing for a Fixed Term of Employment or providing for Special Payments on Termination or Employment in excess of \$500,000 to which any Credit Party is subject:

Employment Agreement dated June 16, 2010 between Catalyst Paper Corporation and Kevin J. Clarke

Employment Agreement dated June 22, 2010 between Catalyst Paper Corporation and Robert L. Stepusin

Employment Agreement effective January 7, 2008 between Catalyst Paper Corporation and Stephen Boniferro

SCHEDULE 3.23 – INTELLECTUAL PROPERTY RIGHTS

Part One:*Material Trade-marks:*

Catalyst
Catalyst Paper
Catalyst and Folded Paper design
Fresh Thinking on Paper
Catalyst Cooled
The World Prints on Us
Marathon & Design
Electrabrite
Electracal
Electrastar
Electracote
Electrasoft
Electraprime
Electraplus
Folded Paper Design
Pacificote

Copyrights:

CATALYST design
Curved Sheets Design
Folded Paper Design

Patents:

Reusable Paper Roll cores

Part Two:

Nil

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SCHEDULE 3.27 – BANK ACCOUNTS

Name / Address of Depository	Name in which Account Held	Account No.	Purpose of Account	Min. Balance Requirement (\$)
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	0606890 B.C. Ltd.	108-617-2	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper	107-882-3	General & Payroll	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper	402-919-5	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper	108-107-4	Payroll - Crofton	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper	108-164-5	Payroll - Elk Falls	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper	107-659-5	Payroll - Port Alberni	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper	107-788-2	Payroll - Powell River	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper	120-455-1	General - Paper Recycling Division	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper	130-579-6	Disbursements-EFT	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper	403-341-1	Disbursements-EFT	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper	111-941-1	Disbursements-Positive Pay	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper	403-568-9	Disbursements-Positive Pay	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper Corporation	000-004-2	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper Corporation	400-641-7	General	0

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Name / Address of Depository	Name in which Account Held	Account No.	Purpose of Account	Min. Balance Requirement (\$)
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper Corporation	108-308-8	Payroll	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper Energy Holdings Inc.	100-166-8	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper Finance Limited	106-228-0	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper Finance Limited	401-948-5	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper Holdings Inc.	100-332-6	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Paper Holdings Inc.	400-244-0	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Pulp and Paper Sales Inc.	130-568-9	Receipts	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Pulp and Paper Sales Inc.	402-480-8	Receipts	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Pulp and Paper Sales Inc.	133-513-2	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Pulp and Paper Sales Inc.	404-841-9	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Pulp Operations Limited	104-909-7	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Pulp Operations Limited	402-038-4	General	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Pulp Sales Inc.	108-571-1	Fibre Supply Trade Receipts	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Catalyst Pulp Sales Inc.	402-922-9	Fibre Supply Trade Receipts	0
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Pacifica Poplars Ltd.	117-050-5	General	0

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Name / Address of Depository	Name in which Account Held	Account No.	Purpose of Account	Min. Balance Requirement (\$)
Royal Bank of Canada / 1025 West Georgia Street, Vancouver, BC V6E 3S5	Pacifica Poplars Inc.	404-106-7	General	0
JPMorgan Chase Bank / Chase Tower, 10 South Dearborn, Chicago, Illinois, 60603	Catalyst Paper Holdings Inc.	789503869	General	0
JPMorgan Chase Bank / Chase Tower, 10 South Dearborn, Chicago, Illinois, 60603	Catalyst Paper (Snowflake) Inc.	789503919	Disbursements	0
JPMorgan Chase Bank / Chase Tower, 10 South Dearborn, Chicago, Illinois, 60603	Catalyst Paper (Snowflake) Inc.	789503927	Payroll	0
JPMorgan Chase Bank / Chase Tower, 10 South Dearborn, Chicago, Illinois, 60603	Catalyst Paper (Snowflake) Inc.	789503885	General	0
JPMorgan Chase Bank / Chase Tower, 10 South Dearborn, Chicago, Illinois, 60603	Catalyst Paper Recycling Inc.	789503893	Disbursements	0
JPMorgan Chase Bank / Chase Tower, 10 South Dearborn, Chicago, Illinois, 60603	Catalyst Paper Recycling Inc.	789503935	General	0
JPMorgan Chase Bank / Chase Tower, 10 South Dearborn, Chicago, Illinois, 60603	Catalyst Paper (USA) Inc.	806001608	Receipts	0
JPMorgan Chase Bank / Chase Tower, 10 South Dearborn, Chicago, Illinois, 60603	Catalyst Paper (USA) Inc.	789503877	Disbursements	0
JPMorgan Chase Bank / Chase Tower, 10 South Dearborn, Chicago, Illinois, 60603	Catalyst Paper (USA) Inc.	789503901	General	0
JPMorgan Chase Bank / Chase Tower, 10 South Dearborn, Chicago, Illinois, 60603	Pacifica Poplars Inc.	789503943	General	0
Wells Fargo / 999 Third Avenue, 11th Floor, Seattle, WA 98104	Apache Railway Company	4121846257	General	0
Wells Fargo / 999 Third Avenue, 11th Floor, Seattle, WA 98104	Catalyst Paper (Snowflake) Inc.	4121697213	General	0
Wells Fargo / 999 Third Avenue, 11th Floor, Seattle, WA 98104	Catalyst Paper (USA) Inc.	4518093844	Payroll	0
The Toronto-Dominion Bank / 700 West Georgia Street, Vancouver, BC V7Y 1B6	Catalyst Paper Corporation	524-222-5	General	0

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Name / Address of Depository	Name in which Account Held	Account No.	Purpose of Account	Min. Balance Requirement (\$)
Canadian Imperial Bank of Commerce / 400 Burrard Street, Vancouver, BC, V6C 3A6	Catalyst Paper	94-07111	General	0
Canadian Imperial Bank of Commerce / 400 Burrard Street, Vancouver, BC, V6C 3A6	Catalyst Paper	94-07219	Disbursements	0
Canadian Imperial Bank of Commerce / 400 Burrard Street, Vancouver, BC, V6C 3A6	Catalyst Paper	04-68614	General	0
Canadian Imperial Bank of Commerce / 400 Burrard Street, Vancouver, BC, V6C 3A6	Catalyst Paper	04-68819	Disbursements	0

SCHEDULE 3.28 – REAL PROPERTY AND LEASES

All Real property owned by each Loan Party:

1. Catalyst Paper Corporation

Crofton

<u>PID:</u>	<u>Legal Description:</u>
005 932 092	Those parts of Lot 2 Section 5 Range 9 Chemainus District Plan 5803 shown outlined in red on Plan 925 RW
007 388 004	Lot 1 Section 3 Range 10 Chemainus District Plan 1471 except parts in Plans 11613, 13731 and 16471
009 024 212	That part of Parcel C (DD 36578I) of Section 2 Range 7 Chemainus District outlined in red on Plan 920 RW
005 419 239	That part of Lot 1 Section 2 Range 7 Chemainus District Plan 8697 in Plan 920 RW
009 024 174	That part of Parcel B (DD 99604I) of Section 5 Range 10 Chemainus District outlined in red on Plan 925 RW
005 932 190	That part of Lot 2 Section 5 Range 9 Chemainus District Plan 5803 lying to the south east of the south easterly boundary of Plan 925 RW
009 024 336	That part of Section 3 Range 8 Chemainus District outlined in red on Plan 920 RW
009 024 310	That part of Section 4 Range 9 Chemainus District outlined in red on Plan 925 RW
009 024 379	That part of Parcel E (DD 141335I) of Section 4 Range 8 Chemainus District outlined in red on Plan 920 RW
009 024 417	That part of Parcel D (DD 65699I) of Section 4 Range 9 Chemainus District outlined in red on Plan 920 RW
009 044 132	That part of Parcel D (DD 118337I) of Section 4 and 5 Range 8 Chemainus District outlined in red on Plan 920 RW and lying wholly within Section 4
005 968 585	That portion of that part of Lot 3 Section 1 Range 7 Chemainus District Plan 5467 lying to the West of the Westerly boundary of Plan 645 RW shown outlined in red on Plan 911 RW and containing 1.27 acres more or less
003 982 840	Lot 1 Section 3 Range 10 Chemainus District Plan 16471
004 798 619	Lot 1 Section 1 Range 7 Chemainus District Plan 12696
004 979 087	Lot 1 Sections 3 and 4 Ranges 9 and 10 Chemainus District Plan 12168
006 244 637	Lot 2 Section 4 Range 10 Chemainus District Plan 3198
009 956 069	Section 3 Range 9 Chemainus District except parts in Plans 920 RW and 921 RW
009 573 488	That part of Section 5 Renfrew District (situate in Cowichan Lake District) as shown outlined in red on Plan 457 BL

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- 006 912 524 Lot 3 Block 3 Section 5 Renfrew District (situate in Cowichan Lake District) Plan 1750
- 006 912 516 Lot 2 Block 3 Section 5 Renfrew District (situate in Cowichan Lake District) Plan 1750
- 008 768 820 District Lot 101 Cowichan Lake District
- 006 912 567 Lot 4 Block 3 Section 5 Renfrew District (situate in Cowichan Lake District) Plan 1750
- 006 912 494 Lot 1 Block 3 Section 5 Renfrew District (situate in Cowichan Lake District) Plan 1750
- 006 912 451 Lot 1 Block 2 Section 5 Renfrew District (situate in Cowichan Lake District) Plan 1750
- 007 655 517 Block 3 District Lot 12 Cowichan Lake District Plan 1231 except part in Plan 31221
- 005 145 473 Lot 1 District Lot 12 Cowichan Lake District Plan 11206
- 007 663 544 That part of District Lot 12 Cowichan Lake District being that portion of Fern Road dedicated by Plan 1231 and closed by Order-In-Council No. 1754 dated 16th day of July, 1956 as shown outlined in red on Plan 458 BL
- 018 195 326 Lot 2 Section 20 Range 4 Quamichan District Plan VIP56262
- 005 338 859 That part of Lot 1 Section 17 Range 4 Quamichan District Plan 9537 shown in red on Plan 903 RW
- 009 662 481 That part of Parcel G (DD 36290I) of Sections 18 and 19 Range 4 Quamichan District shown outlined in red on Plan 903 RW and containing 0.08 acres and 0.30 acres more or less
- 009 662 278 That part of Parcel P (DD 76080I) of Sections 17, 18 and 19 Range 4 Quamichan District shown outlined in red on Plan 903 RW and lying entirely in Section 18
- 006 360 564 That part of Lot 10 Sections 17 and 18 Range 4 Quamichan District Plan 2785 shown in red on Plan 903 RW
- 006 738 567 That part of Lot 4 Block 1 Section 20 Range 4 Quamichan District Plan 1908 shown outlined in red on Plan 903 RW
- 006 738 524 That part of Lot 3 Block 1 Section 20 Range 4 Quamichan District Plan 1908 shown outlined in red on Plan 903 RW
- 006 738 354 That part of Lot 2 Block 1 Section 20 Range 4 Quamichan District Plan 1908 shown outlined in red on Plan 903 RW
- 006 360 742 That part of Lot 11 Section 17 Range 4 Quamichan District Plan 2785 shown in red on Plan 903 RW
- 006 157 971 That part of Lot 1 Section 19 Range 4 Quamichan District Plan 3853 outlined red on Plan 903 RW
- 009 668 314 That part of Parcel D (DD 106367I) of Section 19 Range 4 Quamichan District shown outlined in red on Plan 903 RW
- 006 068 065 That part of Lot 1 Section 19 Range 4 Quamichan District Plan 4134 shown in red on Plan 903 RW
- 004 680 499 Lot A Section 19 Range 4 Quamichan District Plan 12945

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- 005 586 445 Lot 6 Section 17 Range 5 Quamichan District Plan 8636
- 005 586 437 Lot 5 Section 17 Range 5 Quamichan District Plan 8636
- 005 586 429 Lot 4 Section 17 Range 5 Quamichan District Plan 8636
- 006 442 382 That part of Lot 9 Section 10 Range 4 Somenos District Plan 2196 shown outlined in red on Plan 910 RW
- 008 162 794 That part of Lot 4 Block 1 Section 1 Range 4 Somenos District Plan 972 shown outlined in red on Plan 903 RW
- 009 797 807 That part of Section 20 Range 7 Somenos District outlined in red on Plan 911 RW and containing 0.66 acres more or less
- 009 797 939 That part of Section 19 Range 7 Somenos District lying West of Parcel A (DD 43540I) outlined in red on Plan 911 RW and containing 0.67 acres more or less
- 009 744 495 That part of the East 70 acres of Section 17 Range 6 Somenos District shown outlined in red on Plan 911 RW
- 006 406 891 That part of Lot 2 Section 2 Range 4 Somenos District Plan 2825 shown outlined in red on Plan 902 RW
- 006 405 754 That part of Lot 1 Section 2 Range 4 Somenos District Plan 2825 shown outlined in red on Plan 902 RW
- 005 557 755 Lot 5 Section 1 Range 4 Somenos District Plan 9162
- 007 104 057 That part of Lot 1 Block 1 Section 6 Range 4 Somenos District Plan 1599 shown outlined in red on Plan 902 RW
- 008 162 760 That part of Lot 3 Block 1 Section 1 Range 4 Somenos District Plan 972 shown outlined in red on Plan 903 RW
- 005 934 389 That part of Lot 3 Section 16 Range 6 Somenos District Plan 5814 shown outlined in red on Plan 911 RW
- 009 796 649 That part of Parcel A (DD 43540I) of Sections 19 and 20 Range 7 Somenos District lying within Section 19 included in Plan 911 RW
- 009 772 995 That part of Parcel A (DD 42185I) of Section 12 Range 5 Somenos District shown outlined in red on Plan 910 RW
- 009 773 398 That part of Section 13 Range 5 Somenos District outlined in red on Plan 910 RW
- 005 934 354 That part of Lot 2 Section 16 Range 6 Somenos District Plan 5814 shown outlined in red on Plan 911 RW
- 008 162 824 That part of Lot 5 Block 1 Section 1 Range 4 Somenos District Plan 972 shown outlined in red on Plan 903 RW
- 007 105 045 That part of Lot 4 Block 1 Section 6 Range 4 Somenos District Plan 1599 shown outlined in red on Plan 902 RW
- 009 773 185 That part of Section 12 Range 5 Somenos District lying to the south of Parcel A (DD 42185I) shown outlined in red on Plan 910 RW

- 009 774 483 Those parts of Parcel A (DD 89348I) of Sections 14 and 15 Range 5 Somenos District outlined in red on Plans 910 RW and 911 RW except part in Plan 15076
- 006 248 110 That part of Lot 3 Sections 15 and 16 Range 5 Somenos District Plan 3313 shown outlined in red on Plan 827R included within Plan 911 RW
- 006 441 980 That part of Lot 8 Sections 9 and 10 Range 4 Somenos District Plan 2196 shown outlined in red on Plan 910 RW
- 006 246 541 That part of Lot 1 Sections 15 and 16 Range 5 Somenos District Plan 3313 shown outlined in red on Plan 911 RW except that part in Plan 15076
- 009 744 517 That part of the west 50 acres of Section 18 Range 7 Somenos District shown outlined in red on Plan 911 RW
- 009 744 444 That part of Parcel B (DD 77714I) of Lot 82 Somenos District shown outlined in red on Plan 911 RW
- 009 744 509 That part of the West 50 acres of Section 17 Range 7 Somenos District shown outlined in red on plan deposited under DD 23410 included in Plan 911 RW
- 009 744 487 Those parts of Parcel A (DD 77714I) of Section 16 Range 6 Somenos District shown outlined in red on Plan 911 RW
- 006 582 311 That part of Lot B Section 7 Range 4 Somenos District Plan 2457 shown outlined in red on Plan 902 RW
- 006 568 556 That part of Lot 7 Section 2 Range 3 Somenos District Plan 2461 shown in red on Plan 902 RW
- 009 872 906 That part of the south 1/2 of Section 8 Range 4 Somenos District shown outlined in red on Plan 902 RW
- 006 441 505 That part of Lot 5 Sections 8 and 9 Somenos District Plan 2196 shown outlined in red on Plan 902 RW
- 006 563 643 That part of Lot 1 Section 4 Range 4 Somenos District Plan 2458 shown outlined in red on Plan 902 RW
- 006 609 007 That part of Lot D Section 7 Range 4 Somenos District Plan 2457 shown outlined in red on Plan 902 RW
- 006 246 851 That part of Lot 2 Section 15 Range 5 Somenos District Plan 3313 shown outlined in red on Plan 911 RW except that part in Plan 15076
- 006 442 641 That part of Lot 16 Section 11 Range 5 Somenos District Plan 2196 shown outlined in red on Plan 910 RW
- 006 442 561 That part of Lot 10 Section 10 Range 4 Somenos District Plan 2196 shown outlined in red on Plan 910 RW
- 005 576 695 That part of Section 11 Range 4 Somenos District shown outlined in red on Plan 910 RW
- 009 759 492 That part of Section 4 Range 3 Somenos District shown outlined in red on Plan 902 RW
- 006 407 234 That part of Lot 4 Section 2 Range 4 Somenos District Plan 2825 shown outlined in red on Plan 902 RW

- 009 774 939 That part of Parcel C (DD 1745861) of Section 14 Range 5 Somenos District outlined in red on Plan 910 RW
- 006 581 684 That part of Lot A Section 7 Range 4 Somenos District Plan 2457 shown outlined in red on Plan 902 RW
- 006 608 787 That part of Lot C Section 7 Range 4 Somenos District Plan 2457 shown outlined in red on Plan 902 RW
- 009 764 151 That part of Section 5 Range 4 Somenos District shown outlined in red on Plan 902 RW
- 005 576 571 That part of Lot 2 Section 1 Range 4 Somenos District Plan 8611 shown in red on Plan 903 RW
- 006 440 347 That part of Lot 3 Section 9 Range 4 Somenos District Plan 2196 shown outlined in red on Plan 910 RW
- 007 104 375 That part of Lot 2 Block 1 Section 6 Range 4 Somenos District Plan 1599 shown outlined in red on Plan 902 RW
- 006 406 939 That part of Lot 3 Section 2 Range 4 Somenos District Plan 2825 shown outlined in red on Plan 902 RW
- 007 104 936 That part of Lot 3 Block 1 Section 6 Range 4 Somenos District Plan 1599 shown outlined in red on Plan 902 RW
- 006 373 968 That part of Lot 2 Section 3 Ranges 3 and 4 Somenos District Plan 2794 shown in red on Plan 902 RW
- 006 383 025 That part of Lot 1 Section 3 Range 3 Somenos District Plan 2776 shown outlined in red on Plan 902 RW
- 005 576 539 Lot 1 Section 1 Range 4 Somenos District Plan 8611
- 003 733 998 Lot 1 Section 9 Range 4 Somenos District Plan 19355
- 007 388 209 Lot 15 Section 3 Range 10 Chemainus District Plan 1471 except part in Plan 11574
- 013 194 976 That part of Section 5 Ranges 8, 9 and 10 and Section 4 Range 8 Chemainus District shown outlined in red in DD 27614
- 013 194 470 That part of Sections 4 and 5 Range 8 Chemainus District shown outlined in red on plan attached to DD 24931
- 013 194 381 That part of Section 4 Range 8 Chemainus District shown outlined in red on plan attached to DD 23242
- 013 143 123 That part of Sections 5 and 6 Range 10 and that part of the foreshore of District Lot 172 Chemainus District shown coloured red on plan deposited under DD 14529I
- 009 922 431 That part of Section 1 Range 11 Chemainus District lying to the North of the Northerly boundary of Chaplin Street as said street is shown on Plan 739 and the production easterly of the said northerly boundary, except parts in Plans 4257 and 23431
- 009 925 431 District Lot 4 Chemainus District
- 009 921 168 That part of Section 2 Ranges 10 and 11 Chemainus District in Plan DD 8239I containing 31.7 acres more or less except part in Plan 856 BL

- 009 862 021 District Lot 8 Chemainus District
- 005 852 293 Lot 1 District Lot 7 Chemainus District Plan 6538
- 009 034 595 District Lot 7 Chemainus District except part in Plan 6538
- 009 861 998 District Lot 6 Chemainus District
- 004 627 938 Lot 3 Chemainus District
- 009 926 887 District Lot 172 Chemainus District except that part included in the right of way of the Esquimalt and Nanaimo Railway Company
- 006 116 981 That part of Lot 1 Section 1 Range 10 Chemainus District Plan 4357 shown outlined in red on Plan 815 R
- 000 167 886 Lot A Section 4 Range 9 Chemainus District Plan 32612
- 004 169 948 Lot 1 Section 4 Range 10 Chemainus District Plan 15020
- 000 573 736 Lot 1 Section 4 Range 10 Chemainus District Plan 5180 except part in Plan 15020 and 41332
- 006 116 965 That part of Lot 1 Section 1 Range 10 Chemainus District Plan 4357 lying to the north of a boundary parallel to the northerly boundary of said lot and extending from a point on the easterly boundary of said lot distant 1.515 chs. from the north east corner of said lot
- 006 116 973 That part of Lot 1 Section 1 Range 10 Chemainus District Plan 4357 lying south of a boundary parallel to the northern boundary of said lot and extending from a point on the easterly boundary thereof distant 1.515 chs. from the north east corner of said lot, except that part thereof shown outlined in red on Plan 815R
- 006 066 551 Lot 1 Section 1 Range 11 Chemainus District Plan 4257
- 009 921 958 That part of Section 6 Range 10 Chemainus District lying to the north of the right of way of the Esquimalt and Nanaimo Railway Company
- 009 920 803 Section 4 Range 9 Chemainus District except the west 30 chains and except parts in Plans 925 RW, 13072, 22398 and 32612
- 024 662 666 Lot 1 of Sections 4, 5 & 6 Range 10 Chemainus District Plan VIP69811
- 024 662 674 Lot 2 of Sections 2, 3 & 4 Ranges 10 & 11 Chemainus District and of Sections 5 & 6 Range 10 Chemainus District and of District Lots 141 and 475 Cowichan District Plan VIP69811
- 024 663 018 Lot 3 of Sections 2, 3, & 4 Ranges 10 & 11 and District Lot 107 Chemainus District and of District Lots 141 and 145 Cowichan District Plan VIP69811
- 024 663 034 Lot 4 of Sections 2, 3 & 4 Range 10 Plan VIP69811
- 024 663 115 Lot 5 Section 2 Ranges 10 and 11 Chemainus District Plan VIP69811
- 027 857 786 Lot A Section 7, 8 and 9 Range 8 Section 7 Range 9 Chemainus District Plan VIP86453
- Powell River**
- 015 890 317 District Lot 3091 Group 1 New Westminster District except Lot A2 (Reference Plan 490)

- 002 560 194 Block 46, except those portions included in Plans 8519, 10829, Reference Plan 3573 and Explanatory Plan 6151 and Plans 12506 and 14689 and BCP7701 District Lot 450 Plan 8096
- 010 264 469 Block 44 District Lot 450 Plan 8096
- 004 781 856 District Lot 7213 Group 1 New Westminster District
- 004 781 821 District Lot 7212 Group 1 New Westminster District
- 015 890 333 District Lot 3088 Group 1 New Westminster District
- 015 890 309 Lot A2 (Reference Plan 490) District Lot 3091 Group 1 New Westminster District
- 015 890 325 District Lot 3090 Group 1 New Westminster District
- Lot E, Block 43 & 46, District Lot 450, New Westminster District, Plan LMP ### (Helipad)
- 002 554 682 Block 43, except those portions in Plans 12273 and 14778 Explanatory Plans 5457 and 7624 and Plans BCP7701, BCP23888 and BCP23889, District Lot 450 Group 1 New Westminster District Plan 8096
- 010 267 760 Block 57 District Lot 450 Group 1 New Westminster District Plan 8096
- 015 875 121 District Lot 3437 Group 1 New Westminster District
- 011 528 443 Lot 4 Block 2 District Lot 450 Plan 4533
- 010 267 727 Block 58 District Lot 450 Plan 8096
- 010 267 361 Block 55 except portions in Plans 13475, 14965, 16963 and BCP 23890, Group 1, New Westminster District, District Lot 450 Group 1, New Westminster District, Plan 8096
- 027 588 360 Lot A District Lot 450 and 1901A Group New Westminster District Plan BCP37022
- 010 237 283 Block 47 except part subdivided by Plan BCP23889, District Lot 1901A Group 1, New Westminster District Plan 8096
- 010 862 757 Lot 8, except part in Reference Plan 5142 and except part in Explanatory Plan 3085 Block 13 District Lot 450 Plan 6606
- 011 528 401 Lot 3 Block 2 District Lot 450 Plan 4533
- 025 961 357 Lot E Blocks 43 and 46 District Lot 450 New Westminster District Plan BCP7701
- 025 961 373 Lot F Blocks 43 and 46 District Lot 450 New Westminster District Plan BCP7701
- 026 686 562 Lot 2 District Lot 1901A Group 1 New Westminster District Plan BCP23889
- 026 686 571 Lot 3 District Lot 450 Group 1 New Westminster District Plan BCP23889
- Port Alberni**
- 004 172 981 Lot 1, District Lot 1, Alberni District, Plan 15070 except part in Plans 31593, 51178 and VIP67137

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- 016 926 099 Lot A, District Lots 159 and 196 and Block 105, Alberni District, Plan VIP51573, except part in Plan VIP68610
- 008 569 258 That part of District Lot 61, Alberni District, outlined in red on Plan 462 RW
- 024 623 628 Lot A District Lot 1 Alberni District and Part of the Bed of the Public Harbour of Alberni Plan VIP69746
- 008 676 607 District Lot 308, Alberni District
- 008 418 004 District Lot 310, Alberni District, Containing 0.42 Acres more or less
- 008 569 070 District Lot 303, Alberni District
- 008 569 134 That part of District Lot 141, Alberni District, outlined in red on Plan 487 RW
- 004 548 906 That part of Lot 2, District Lots 61 and 141, Alberni District, Plan 15961 Lying to the East of Plan 487 RW
- 008 569 789 That Part of Parcel A (DD 3333N) of District Lot 81, Alberni District, shown outlined in red on Plan 890 RW
- 000 987 417 Lot C, District Lot 1, Alberni District, Plan 41766
- 008 371 342 That part of District Lot 1, Alberni District, shown outlined in red on Plan 1186R
- 008 569 185 That part of District Lot 105, Alberni District, outlined in red on Plan 471 RW except part in Plan 33608
- 008 569 924 That part of District Lot 105, Alberni District, outlined in red on Plan 890 RW, except part in Plan 33608
- 008 569 827 That part of District Lot 81, Alberni District, outlined in red on Plan 479 RW
- 008 569 886 That part of District Lot 61, Alberni District, outlined in red on Plan 889 RW
- 008 569 771 That part of District Lot 81, Alberni District, shown outlined in red on Plan 890 RW, except part in Parcel A (DD 3333N) and except part in Plan 2192
- 008 569 240 That part of District Lot 81, Alberni District, outlined in red on Plan 492 RW
- 008 569 142 That part of District Lot 127, Alberni District, outlined in red on Plan 472 RW
- 000 818 429 That part of Parcel C (DD 64557I) of District Lot 85, Alberni District, shown outlined in red on Plan 889 RW except that part in Plan VIP56579
- 008 569 851 That part of Parcel A (DD 3333N) of District Lot 81, Alberni District, outlined in red on Plan 478 RW
- 000 820 474 Those parts of Parcel C (DD 64557I) of District Lot 85, Alberni District, shown outlined in red on Plan 486 RW, except that part in Plan VIP56579
- 008 593 906 That part of Parcel C (DD 20890N) of District Lot 86, Alberni District, outlined in red on Plan 464 RW

- 008 593 922 That part of Parcel D (DD 526N) of District Lot 86, Alberni District, outlined in red on Plan 464 RW
- 025 030 396 Lot 5, District Lot 5, Alberni District Plan VIP72153 See Plan for Limited Access – Access by Water Only
- 008 569 720 That part of District Lot 127, Alberni District, shown outlined in red on Plan 890 RW
- 024 379 603 Lot A District Lot 1 and part of the Bed of the Public Harbour of Alberni, Alberni District, Plan VIP68454
- 008 608 326 That part of Parcel D (DD 526N) of District Lot 86, Alberni District, included in Plan 889 RW
- 008 608 300 That part of Parcel C (DD 20890N) of District Lot 86, Alberni District, included in Plan 889 RW

Elk Falls

- 000 849 731 District Lot 120 (DD 215778I) Sayward District Except Part in Plans 14946 and VIP57724
- 000 849 821 That part of District Lot 67 Sayward District shown outlined in red on Plan 1374 RW
- 000 848 905 Lot A District Lot 68 Sayward District Plan 20538
- 000 849 561 That part of District Lot 151 Sayward District shown outlined in red on Plan 1433R
- 000 849 502 That Part of District Lot 163 Sayward District shown outlined in red on Plan 1431R
- 001 233 475 Block B of Lot 1504 Sayward District
- 001 233 467 Block C of Lot 1504 Sayward District
- 001 233 459 Block D of Lot 1504, Sayward District
- 000 848 913 Lot 1 District Lot 68 Sayward District Plan 16712
- 000 849 855 That part of District Lot 52 Sayward District shown outlined in red on Plan 659 RW
- 000 849 847 That part of District Lot 67 Sayward District shown outlined in red on Plan 659 RW
- 000 849 910 District Lot 26 Sayward District except part in Plans 34604 and 42540
- 000 848 921 Lot 1 District Lot 109 Sayward District Plan 16956
- 000 849 430 District Lot 164 Sayward District shown outlined in red on Plan 1431R
- 001 233 432 District Lot 109 Sayward District except Parcel A (DD 285472-I) and those parts in Plans 1373-R, 16956, 19371, 50636 and VIP54479, VIP64521 and EPP7297
- 001 233 441 Lot 1599 Sayward District except that portion in Plan VIP64521
- 000 846 287 District Lot 2 Sayward District except those parts in Plans 19371, 42540, 50636, VIP64521 and VIP64522

Note: Elk Falls Pulp and Paper Limited holds legal title to the above Elk Falls properties. Catalyst Paper Corporation and/or Catalyst Pulp Operations Limited holds beneficial title.

2. Catalyst Paper

Nil

3. Catalyst Paper Holdings Inc.

Nil

4. Catalyst Paper (Snowflake) Inc.

Parcel No. 1: Section 21, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218 and in Docket 134, page 221, records of Navajo County, Arizona

Parcel No. 2: Section 7, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America

Parcel No. 3: Section 8, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except oil, gas and minerals as reserved in Deed recorded in Docket 639, page 597, records of Navajo County, Arizona

Parcel No. 4: Section 17, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America, and except all oil, gas and minerals as reserved in Deed recorded in Docket 691, page 709, records of Navajo County, Arizona

Parcel No. 5: Tracts 4, 5, 11, 12, and 13, BAR J RANCHES, of Section 18, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, according to Book 6 of Land Surveys, page 78, records of Navajo County, Arizona, except all coal and other minerals as reserved in Patent from United States of America

Parcel No. 6: Section 30, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gas and minerals as reserved in Deed recorded in Docket 639, page 545, records of Navajo County, Arizona, and except that portion of the Southeast quarter of said Section 30 lying South of Arizona Highway 277, as located on December 6, 1962 and conveyed in Docket 177, page 18, and except that portion conveyed in Docket 598, page 401, described as follows: commencing at a point on the East line of said Section 30, which point bears $0^{\circ}24'52''$ West, 256.57 feet from the Southeast corner thereof; thence South $83^{\circ}22'15''$ West, 177.97 feet; thence South $83^{\circ}59'30''$ West, 922.01 feet; thence South $82^{\circ}46'30''$ West, 189.80 feet to the East line of said Southwest quarter of the Southeast quarter of Section 30, and the point of ending; thence continuing South $82^{\circ}46'30''$ West, 816.41 feet to the South line of said Southwest quarter of the Southeast quarter of Section 30 and the point of ending; except the portion conveyed in Docket 376, page 293 described as follows: beginning at the point of intersection of the existing southerly boundary line of the 66.00 foot right-of-way of State Highway 277, with the Easterly line of said Section 30, which point bears North $0^{\circ}24'52''$ West, 98.81 feet from the Southeast corner thereof; thence South $83^{\circ}22'15''$ West along said Southerly right-of-way line 182.31 feet; thence South $83^{\circ}59'30''$ West, continuing along the right-of-way line 992.22 feet; thence South $82^{\circ}46'30''$ West, continuing along said right of way line, 184.89 feet to the Westerly boundary line of the Southeast quarter of the Southeast quarter of said Section 30; thence South $0^{\circ}01'32''$ West, along said Westerly boundary line 42.34 feet; thence South $82^{\circ}46'30''$ West, 816.41 feet to the south line of said Section 30; thence North $89^{\circ}51'03''$ West, along said South section line 1,562.60 feet; thence North $88^{\circ}24'30''$ East 225.18 feet; thence along the arc of a curve to the left having a radius of 5,654.58 feet a distance of 546.18 feet; thence North $82^{\circ}46'30''$ East, 1,770.11 feet; thence North $83^{\circ}59'30''$ East, 992.79 feet; thence North $83^{\circ}22'15''$ East, 193.49 feet to the aforesaid East line of Section 30; thence South $0^{\circ}24'52''$ East, along said East section line a distance of 108.65 feet to the true point of beginning

Parcel No. 7: Section 29, Township 13 North, Range 21 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America and except all oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218, and in Docket 134, page 221, records of Navajo County, Arizona

Parcel No. 8: Section 1, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America, and except all oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218, and in Docket 134, page 221, records of Navajo County, Arizona

Parcel No. 9: Section 2, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gases and other hydrocarbon substances, helium or other substances of a gaseous

nature, coal, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America of decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231, Arizona Revised Statutes and except all oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218 and in Docket 134, page 221, records of Navajo County, Arizona

Parcel No. 10: Lots 1, 2 and the South half of the Northeast quarter and the Southeast quarter and the Southwest quarter of Section 3, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America, and except all oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218, and in Docket 134, page 221, records of Navajo County, Arizona

Parcel No. 11: The Southeast quarter and the Southeast quarter of the Southwest quarter of Section 4, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gases and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America of decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231, Arizona Revised Statutes

Parcel No. 12: The Northeast quarter and the East half of the Northwest quarter and the East half of the Northwest quarter of the Northwest quarter and the Southwest quarter of the Northwest quarter and the Southeast quarter and the East half of the Southwest quarter and the Northwest quarter of the Southwest quarter and the East half of the Southwest quarter of the Southwest quarter of Section 9, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America

Parcel No. 13: The North half of Section 10, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gases and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America of decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231, Arizona Revised Statutes

Parcel No. 14: The South half of Section 10, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America

Parcel No. 15: Section 11, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America, and except all oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218, and in Docket 134, page 221, records of Navajo County, Arizona

Parcel No. 16: Section 12, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gases and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America of decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231, Arizona Revised Statutes

Parcel No. 17: The Northeast quarter and the Northwest quarter and the Southeast quarter of Section 13, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America, and except all oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218, and in Docket 134, page 221, records of Navajo County, Arizona

Parcel No. 18: The North half of Section 14, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gases and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America of decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231, Arizona Revised Statutes

Parcel No. 19: The Northeast quarter and the North half of the Northwest quarter of Section 15, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America, and except all oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218, and in Docket 134, page 221, records of Navajo County, Arizona

Parcel No. 20: The North half of the North half of Section 25, Township 14 North Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all mineral as reserved in Patent from United States of America

Parcel No. 21: The South half of Section 25, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America, and except: commencing the Northeast corner of the South half of said Section 25; thence South 160 rods; thence West 3 rods; thence North 147 rods; thence West 9 rods; thence North 13 rods; thence East 12 rods to the point of beginning

Parcel No. 22: The West half of the Southwest quarter of Section 5, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except one half of the oil and gas rights as reserved in Deed recorded in Docket 34, page 269, records of Navajo County, Arizona, and except all mineral rights and one half of the oil and gas rights as reserved in Deed recorded in Docket 131, page 439, records of Navajo County Arizona

Parcel No. 23: Section 6, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil and gas as reserved in Patent from United States of America

Parcel No. 24: Section 7, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all mineral as reserved in Patent from United States of America

Parcel No. 25: Section 8, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all coal and other minerals as reserved in Patent from United States of America (as to the East half) and except all minerals and 1/2 interest in the oil, gas and minerals as reserved in Deed recorded in Docket 131, page 439, records of Navajo County, Arizona (as to the West half)

Parcel No. 26: Section 17, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gas and minerals as reserved in Deed recorded in Docket 136, page 363, records of Navajo County, Arizona

Parcel No. 27: Section 18, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gases and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America of decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231, Arizona Revised Statutes (as to Lots 1 and 2 and the East half of the Northwest quarter) and except one half interest in and to all of the oil, gas and other minerals conveyed in Deed recorded in Docket 95, page 441, records of Navajo County, Arizona (as to Lots 3 and 4 and the East half of the Southwest quarter of the Southeast quarter of the Northeast quarter)

Parcel No. 28: Section 19, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America

Parcel No. 29: The West half of Section 20, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gas and minerals as reserved in Deed recorded in Docket 136, page 363, records of Navajo County, Arizona

Parcel No. 30: The Northwest quarter of Section 29, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except the Southeast quarter of the Southeast quarter of the Northwest quarter of said Section 29 and except all minerals as reserved in Patent from United States of America

Parcel No. 31: Section 30, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except oil and mineral rights as reserved in Deed recorded in Book 42, page 466, records of Navajo County, Arizona, and except 1/2 interest in oil, gas and other minerals as reserved in Deed recorded in Book 95, page 441, records of Navajo County, Arizona

Parcel No. 32: That part of Section 31, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: beginning at the Northwest corner of said Section 31; thence South 20 rods; thence East 91 rods; thence North 20 rods; thence West 91 rods to the point of beginning; except 1/2 interest in oil, gas and other minerals as reserved in Deed recorded in Book 95, page 441, records of Navajo County, Arizona

Parcel No. 33: That part of Section 31, Township 14 North, Range 19 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: beginning at the Southwest corner of said Section 31; thence Northerly 52 rods to a point on the West line of said Section 31; thence Easterly 100 rods; thence Southerly 52 rods to a point on the South line of said Section 31; thence Westerly 100 rods to the point of beginning, except all oil and minerals as reserved in Deed recorded in Book 43, page 51, records of Navajo County, Arizona

Parcel No. 34: That part of Section 31, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: beginning at a point on the North line of said Section 31, which is 91 rods East of the Northwest corner of said Section 31; thence East along the North line of said Section, 9 rods; thence South 24 rods; thence West 34 rods; thence North 4 rods; thence East 25 rods; thence North 20 rods to the point of beginning; except all oil and minerals as reserved in Book 43 of Deeds, page 51, records of Navajo County, Arizona

Parcel No. 35: The South half of the Southeast quarter of Section 34, Township 15 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gases and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America of decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231, Arizona Revised Statutes

Parcel No. 36: Section 35, Township 15 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America, and except all oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218, and in Docket 134, page 221, records of Navajo County, Arizona

Parcel No. 37: Section 36, Township 15 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gases and other hydrocarbon substances, helium or other substances of a gaseous nature, coal, metals, minerals, fossils and fertilizer of every name and description and except all uranium, thorium, or any other material which is or may be determined by the laws of the State of Arizona, the United States of America of decisions of courts to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, as reserved in Section 37-231, Arizona Revised Statutes

Parcel No. 38: The West half of the West half of Section 31, Township 15 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all minerals as reserved in Patent from United States of America, and except all oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218, and in Docket 134, page 221, records of Navajo County, Arizona

Parcel No. 39: The North half and the Southeast quarter and the East half of the Southwest quarter and the Southwest quarter of the Southwest quarter of Section 24, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all oil, gas and minerals as reserved in Deed recorded in Docket 396, page 179, records of Navajo County, Arizona, and except a tract of land situated within the North half of Section 24, Township 13 North, Range 20 East of the Gila and Salt River Meridian, Navajo County, Arizona, described as follows: beginning at a point on the West line of said Section 24, which point bears South 0°20'15" East 2315.52 feet from the Northwest corner of said Section 24; thence North 58°46'15" East 1318.92 feet; thence along the arc of a curve to the right having a radius of 2940.00 feet, a distance of 910.39 feet; thence North 76°30'45" East 1949.80 feet; thence along the arc of a curve to the left having a radius of 5655.00 feet, a distance of 279.62 feet; thence North 73°40'45" East 493.90 feet; thence along the arc of a curve to the right having a radius of 1985.00 feet, a distance of 770.27 feet to the Southerly right of way line of the Apache Railroad; thence from a local tangent bearing of South 71°16'34" East along said Southerly railroad right of way line, along the arc of a curve to the left having a radius of 2340.00 feet, a distance of 62.45 feet to a point on the East line of said Section 24, which point bears South 0°15'15" East 593.66 feet from the Northeast corner of said Section 24; thence South 00°15'15" East along said East Section line, a distance of 169.11 feet; thence from a local tangent bearing of North 84°06'53" West along the arc of a curve to the left having a radius of 2357.93 feet, a distance of 847.77 feet; thence South 73°40'45" West 270.63 feet; thence along the arc of a curve to the right having a radius of 5805.00 feet, a distance of 287.04 feet; thence South 76°30'45" West 1949.80 feet; thence along the arc of a curve to the left having a radius of 2790.00 feet, a distance of 863.93 feet; thence South 58°46'15" West, a distance of 1411.08 feet to the aforesaid West line of Section 24; thence North 00°20'15" West along said West Section line a distance of 176.04 feet to the point of beginning

Parcel No. 41: That part of Section 31, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: beginning 52 rods North of the Southwest corner of said Section 31; thence East 100 rods; thence North 244 rods; thence West 34 rods; thence North 4 rods; thence West 66 rods; thence South 248 rods to the point of beginning

Parcel No. 42: The Northwest quarter; the West half of the Southwest quarter; the East half of the Northeast quarter of the Southwest quarter; the West half of the West half of the Northeast quarter of the Southwest quarter of Section 27, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except that part deeded to the State of Arizona for highway purposes as described in Docket 371, page 369, Pa and except oil, gas and minerals as reserved in Deed recorded in Docket 130, page 40, records of Navajo County, Arizona

Parcel No. 43: That part of Section 25, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: commencing at the Southeast corner of the North half of said Section 25; thence North 21 rods to the point of beginning; thence West 20 rods; thence North 30 rods; thence East 20 rods; thence South 30 rods to the point of beginning

Parcel No. 44: The East 3650 feet of Section 31, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except oil and minerals as reserved in Deed recorded in Book 43 of Deeds, page 51, records of Navajo County, Arizona

Parcel No. 45: Section 34, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except all coal as reserved in Patent from United States of America, and except all oil and mineral rights as reserved in Deed recorded in Book 43 of Deeds, page 51, records of Navajo County, Arizona

Parcel No. 46: Section 33, Township 13 North, Range 21 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, except the following described parcel of land: that portion of Section 33, Township 13 North, Range 21 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: beginning at a point on the North right-of-way of Paper Mill Road, said point being marked with a 1/2 inch rebar capped LS 9868 and said point bears North 85°29'41" East 984.05 feet from the witness corner for Sections 3 and 4, Township 12 North, Range 21 East, as set by LS 7334; thence North 00°30'16" West 834.84 feet to a 1/2 inch rebar capped LS 9868; thence North 89°29'44" East 417.42 feet to a 1/2 inch rebar capped LS 9868; thence South 00°30'26" East 834.84 feet to a point on the North right-of-way of Paper Mill Road, said point being marked with a 1/2 inch rebar capped LS 9868 and said point bears North 88°08'54" West 1385.88 feet from the witness corner for Sections 33 and 34, Township 13 North, Range 21 East as set by LS 7334; thence South 89°29'44" West 417.42 feet along the North right-of-way of Paper Mill Road to the point of beginning; and except the following described parcel of land: that parcel of land located in a portion of Section 33, Township 13 North, Range 21 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, more particularly described as follows: commencing at a point on the North right-of-way of Paper Mill Road, said point being marked with a 1/2 inch rebar capped LS 9868 and said point bears North 85°29'41" East 984.05 feet from the witness corner for Sections 3 and 4, Township 12 North, Range 21 East, as set by LS 7334 thence North 00°30'16" West, 834.84 feet to a 1/2 inch rebar capped LS 9868, the point of beginning; thence North 00°30'16" West, 450.00 feet; thence North 89°29'44" East, 678.06 feet; thence South 00°30'16" East, 1284.84 feet to a point on the North right-of-way of Paper Mill Road; thence South 89°29'44" West, 260.60 feet to a point on the Northerly right-of-way of Paper Mill Road, said point bears North 88°08'54" West, 1385.88 feet from the witness corner for Sections 33 and 34, Township 13 North, Range 21 East as set by LS 7334; thence North 00°30'26" West, 834.84 feet; thence South 89°29'44" West, 417.42 feet to a 1/2 inch rebar capped LS 9868, also being the point of beginning, and except oil, gas and minerals as reserved in Deed recorded in Docket 134, page 218 and amended in Docket 134, page 221, records of Navajo County, Arizona

Parcel No. 47: A parcel of land 100 feet in width situated in the West half of the Southwest quarter of Section 34, Township 13 North, Range 21 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, and lying 50 feet in width on each side of the center line of the Logging Railroad Location survey stations 134+08.2 and 157+93.0 the description of said center line of survey across the West half of the Southwest quarter of Section 34, being as follows: beginning at Location survey station 134+08.2 being the point of intersection of said survey with the East boundary line of the said West half of the Southwest quarter of Section 34, at South 22°19' East 3469 feet from the Northwest corner of the said Section 34, the original cedar post corner being in place; thence in a Southwesterly direction on the arc of a one degree curve to the left a distance of 1365.6 feet to the EC of curve at station 147+73.8 being an equation point and equaling Station 148+62.0 ahead, the curve data of the said curve being as follows: Delta 16°54' semi-tangent 851.28 feet and curve length 1690 feet; thence from EC of said curve South 19°22'30" West along the said Survey 931 feet to Station 157+93 being the point of intersection with the South boundary line of the said West half of the Southwest quarter of Section 34

Easements:

Parcel No. 48: An Easement for railroad and transmission line purposes over a strip of land 100 feet in width situated in Section 13, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona and lying 50 feet on each side of and parallel to the following described centerline as set forth in Docket 130, page 107: beginning at a point on the South line of said Section 13, which is 1090.88 feet westerly from the Southeast corner thereof; thence Northwesterly along a curve with a radius of 11,459.0 feet a distance of 2014.62 feet; thence North 72°45' West a distance of 923.88 feet; thence Westerly along a curve with a radius of 1910.1 a distance of 675.00 feet; thence South 87°00' West 351.84 feet; thence Northwesterly along a curve with a radius of 1910.1 feet, a distance of 436.08 feet; thence North 79°55' West, 15.03 to a point on the West line of said Section, which is 1145.45 feet northerly from the Southwest corner thereof.

Parcel No. 49: An Easement from railroad, pipeline and transmission line purposes over a strip of land 100 feet in width in Section 23, Township 13 North, Range 19 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona and lying 35 feet to the right (northerly) of and 65 feet to the left (southerly) of, and parallel to the following described centerline as set forth in Docket 130, page 107: beginning at a point on the East line of said

Section 23, which is 624.15 feet Northerly from the Southeast corner thereof; thence South 87°11' West a distance of 3423.96 feet; thence westerly along a curve concave northerly with a radius of 2864.9 feet a distance of 453.34 feet; thence North 83°45' West, a distance of 1391.70 feet to a point on the West line of said Section 23, which is 685.03 feet Northerly from the Southwest corner thereof

Parcel No. 50: An Easement for effluent ditch purposes over a strip of land 100 feet in width in Section 7, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, and lying 50 feet on each side of and parallel to the following described centerline as set forth in Docket 130, page 107: beginning at a point on the East line of said Section 7, which is 1313.90 feet Southerly from the Northeast corner thereof; thence North 20°25' West a distance of 512.71 feet; thence Northwesterly along a curve with a radius of 2864.79 feet, a distance of 939.17 feet; thence North 39°12' West, a distance of 102.57 feet to a point on the North line of said Section 7, which is 706.54 feet westerly from the Northeast corner thereof

Parcel No. 51: An Easement for effluent ditch purposes over a strip of land 100 feet in width in Section 17, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, and more fully described in Docket 136, page 281

Parcel No. 52: An Easement for pipelines, railroads and transmission lines over the following described property as set forth in Docket 128, page 471: in Section 23, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: a strip of land 100 feet in width lying 50 feet on each side of and parallel to the following described centerline: beginning at a point on the North line of Section 23, which point is 2073.43 feet westerly from the Northeast corner of said Section 23; thence South 50°46' West, a distance of 220.26 feet; thence Southwesterly along a curve concave Southeasterly with a radius of 1910.0 feet, a distance of 1450.00 feet; thence South 7°15' West, a distance of 303.22 feet; thence Southwesterly along a curve concave Northwesterly with a radius of 1432.7 feet, a distance of 1650.0 feet; thence South 73°15' West, a distance of 259.43 feet; thence Southwesterly along a curve concave Southeasterly with a radius of 1146.3 feet a distance of 251.67 feet; thence South 60°40' West, a distance of 1009.12 feet to a point on the West line of said Section 23, which is 1722.47 feet northerly from the Southwest corner thereof

Parcel No. 53: An Easement for pipelines, railroad and transmission lines over the following described property as set forth in Docket 128, page 471: in Section 22, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona described as follows: a strip of land 100 feet in width lying 35 feet to right of and 65 feet to the left of and parallel to the following described centerline: beginning at a point on the East line of Section 22, which point is 1722.47 feet northerly from the Southeast corner of said Section 22; thence South 60°40' West a distance of 1527.86 feet; thence Southwesterly along a curve with a radius of 5729.7 feet a distance of 206.67 feet; thence South 62°44' West a distance of 1888.47 feet to a point on the south line of said Section 22 which is 2087.16 feet easterly from the Southwest corner thereof

Parcel No. 54: An Easement for Pipelines, railroad and transmission lines over the following described property as set forth in Docket 128, page 471: in Section 27, Township 13 North, Range 20 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: a strip of land, 100 feet in width, lying 35 feet to the right of and 65 feet to the left of and parallel to the following described centerline: beginning at a point on the North line of Section 27, which point is 2087.16 feet easterly from the Northwest corner of said Section 27; thence South 62°44' West, a distance of 575.72 feet; thence Westerly along a curve concave Northerly with a radius of 1637.3 feet, a distance of 1179.05 feet; thence North 76°00' West a distance of 324.54 feet; thence Westerly along a curve concave southerly with a radius of 1432.7 feet a distance of 116.56 feet to a point on the West line of said Section 27, which is 300.06 feet southerly from the Northwest corner thereof

Parcel No. 55: An Easement for pipelines, railroad and transmission lines over the following described property as set forth in Docket 128, page 471: in Section 28, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: a strip of land 100 feet in width, lying 35 feet to the right of and 65 feet to the left of and parallel to the following described center-line: beginning at a point on the East line of Section 28, which is 300.06 feet southerly from the Northeast corner of said Section 28; thence Southwesterly along a curve with a radius 1432.7 feet a distance of 991.77 feet; thence South 59°39' West, a distance of 1223.19 feet; thence Westerly along a curve with a radius of 1910.1 feet, a distance of 764.44 feet; thence South 82°35' West, a distance of 831.24 feet; thence Northwesterly along a curve with a radius of 1910.1 feet a distance of 1007.78 feet; thence North 67°11' West a distance of 791.06 feet to a point on the West line of said Section 28 which is 950.70 feet southerly from the Northeast corner thereof

Parcel No. 56: An Easement for pipelines, railroad and transmission lines over the following described property as set forth in Docket 128, page 471: in Section 29, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: a strip of land 100 feet in width lying 35 feet to the right of and 65 feet to the left of and parallel to the following described centerline: beginning at a point on the East line of Section 29, which point is 950.70 feet southerly from the Northeast corner of said Section 29; thence North 67°11' West a distance of 322.51 feet; thence Westerly along a curve with a radius of 1910.1 feet, a distance of

576.11 feet; thence North 84°28' West, a distance of 4403.53 feet to a point on the West line of said Section 29, which is 220.22 feet southerly from the Northwest corner thereof

Parcel No. 57: An Easement for pipelines over the following described property as set forth in Docket 128, page 471: in Section 23, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: a strip of land 100 feet in width lying 50 feet on each side of and parallel to the following described centerline: beginning at a point on the West line of Section 23, which point is 1665.18 feet Northerly from the Southwest corner of said Section 23; thence North 60°40' East, a distance of 148.24 feet; thence Northeasterly along a curve concave southeasterly with a radius 5729.67 feet, a distance of 1763.33 feet; thence North 78°18' East, a distance of 852.74 feet; thence Easterly along a curve concave southerly with a radius of 5729.67 feet a distance of 1118.33 feet; thence North 89°29' East a distance of 1620.24 feet to a point on the East line of said Section 23, which is 2600.85 feet southerly from the Northeast corner thereof

Rights of Way:

Parcel No. 62: Right of Way for Water Pipelines as set forth in Arizona State Lease #17-2467, described as follows: that part of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 32, Township 13 North, Range 21 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: a strip of land 30 feet in width, being 15 feet on each side of the centerline, beginning at a point 50 feet South of the Northeast corner of said Section 32; thence Northwesterly to a point 50 feet West of the Northeast corner of said Section 32 and the point of terminus

Parcel No. 63: Right of Way for Water Pipelines as set forth in Arizona State Lease #17-2466, described as follows: that part of the Northwest quarter of the Southwest quarter of Section 24, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: a strip of land 30 feet wide being 15 feet on each side of centerline beginning at the West quarter corner of said Section 24; thence around a curve to the right having a radius of 2,864.9 feet through a central angle of 28°20' and a tangent of 723.15 feet, a distance of 1416.67 feet to a point of terminus on the easterly line of the said Northwest quarter of the Southwest quarter

Parcel No. 64: Right of Way for Effluent Ditch Purposes as set forth in Arizona State Lease #17-2468, described as follows: over a strip of land 100 feet wide lying 50 feet on each side of a centerline over Section 6, the Southwest quarter of Section 16, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona

Parcel No. 65: Right of Way for Access Road as set forth in Arizona State Lease #17-80463, described as follows: the South 100 feet of the West 100 feet of Section 22, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona

Parcel No. 66: Right-of-way for Railway Track as set forth in Arizona State Lease #18-27049, described as follows: that part of Section 22, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: beginning at a point on the South line of Section 22, that is 1950 feet West of the Southeast corner; thence North 6 degrees 31 minutes West 71 feet; thence Northeasterly following the circumferences of a circle with a radius of 797.4 feet (to which the previous bearing is tangent at a point of contact) a distance of 997 feet; thence North 83 degrees 45 minutes West 1176 feet; thence South 37 degrees 4 minutes East 1189 feet to the Point of Beginning.

5. Catalyst Paper Recycling Inc.

Nil

6. Catalyst Pulp Operations Limited

Nil

7. Catalyst Pulp and Paper Sales Inc.

Nil

8. Catalyst Pulp Sales Inc.

Nil

9. Catalyst Paper (USA) Inc.

Nil

10. The Apache Railway Company

Parcel No. 40: That portion of Section 19, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: a strip of land 100 feet in width across a portion of Section 19, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, said land being more particularly described as follows: a strip of land lying 35 feet to the right or Northerly side, and 65 feet to the left or Southerly side, of the following described center line: beginning at a point on the South line of said Section 19, which point is 698.91 feet Easterly from the Southwest corner of said Section 19; Thence North 76 degrees 13 minutes West a distance of 721.11 feet to a point, which is on the West line of said Section 19 and is 174.25 feet Northerly from the Southwest corner thereof

Parcel No. 42A: The East half of Section 27, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona; excepting therefrom, all oil, gas and minerals whatsoever (other than water flowing or lying on, or under said lands, which shall not be recorded as mineral), in, on, underlying or appurtenant to said land, and all the rights of ownership therein, as reserved to Aztec Land and Cattle Company, Limited, a corporation, in Deed recorded in Book 134 of Official Records, page 218 and amended by instrument recorded in Book 134 of Official Records, page 221

Easements:

Parcel No. 58: An Easement for pipelines over the following described property as set forth in Docket 127, page 534, as amended in instruments in Document No's. 2001-14883, 2001-14884, 2001-14995, 2001-14886, 2001-14887, 2001-14888, 2001-17156, 2001-17154; that portion of Section 19, Township 13 North, Range 21 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: a strip of land 30 feet in width, lying 15 feet on each side of and parallel to the following described centreline: beginning at a point on the West line of Section 19, which is 485.35 feet Northerly from the Southwest corner of said Section 19; thence South 76 degrees 15 minutes East, a distance of 2033.58 feet to a point on the South line of said Section 19, which is 1974.00 feet Easterly from the Southwest corner thereof

Parcel No. 59: An Easement for railroad over the following described property as set forth in Docket 127, page 534: that portion of Section 17, Township 13 North, Range 21 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: a strip of land 100 feet in width lying 50 feet on each side of and parallel to the following described centreline: beginning at a point on the East line of Section 17, which point is 26.69 feet Northerly from the Southeast corner of said Section 17; thence Northwesterly along a curve with a radius of 1432.7 feet a distance of 409.53 feet; thence North 69 degrees 30 minutes West, a distance of 2315.83 feet; thence Westerly along a curve with a radius of 2292.00 feet a distance of 1532.75 feet; thence South 72 degrees 11 minutes West a distance of 1307.14 feet to the point on the West line of said Section 17, which is 616.55 feet Northerly from the Southwest corner thereof

Parcel No. 60: An Easement for railroad over the following described property as set forth in Docket 127, page 534: beginning at a point on the East line of Section 18, township 13 North, Range 21 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, which point is 616.55 feet Northerly from the Southeast corner of said Section 18; thence South 72 degrees 11 minutes West a distance of 2151.56 feet to a point on the South line of said Section 18, which is 2055.13 feet Westerly from the Southeast corner thereof

Parcel No. 61: An Easement for railroad over the following described property as set forth in Docket 127, page 534: beginning at a point on the North line of Section 19, Township 13 North, Range 21, East, which is 2055.13 feet Westerly from the Northeast corner of said Section 19; thence South 72 degrees 11 minutes West, a distance of 1879.37 feet; thence Westerly along a curve with a radius of 1910.1 feet a distance of 788.89 feet to a point; thence North 84 degrees 9 minutes West a distance of 279.89 feet; thence Northwesterly along a curve with a radius of 2292.00 feet a distance of 446.86 feet to a point on the West line of said Section 19, which is 543.66 feet Southerly from the Northwest corner thereof

Rights of Way:

Parcel No. 67: Right-of-Way for Railroad, power lines and pipelines as set forth in Arizona State Lease #17-2411, described as follows: a strip of land 100 feet in width situated in Section 22, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, and lying 35 feet to the right of and 65 feet to the left of the following described centreline: beginning at a point on the East line of said Section 22, which point is 685.03 feet Northerly from the Southeast corner of said Section 22; thence North 83 degrees 45 minutes West, a distance of 3144.87 feet; thence Northwesterly along a curve with a radius of 2864.9 feet, a distance of 600.00 feet; thence North 71 degrees 45 minutes West, a distance of 1683.27 feet to a point on the West line of said Section 22, which is 1788.12 feet Northerly from the Southwest corner thereof

Parcel No. 68: Right-of-Way for Railroad, power lines and pipelines as set forth in Arizona State Lease #17-2411, described as follows: a strip of land 100 feet in width situated in Section 24, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, and lying 35 feet to the right of and 65 feet to the left of the following described centreline: beginning at a point on the East line of said Section 24, which is 174.25 feet Northerly from the Southeast corner of said Section 24; thence North 76 degrees 13 minutes West, a distance of 34.73 feet; thence Westerly along a curve concave Southerly with a radius of 2864.9 feet a distance of 662.50 feet; thence North 89 degrees 28 minutes West, a distance of 1405.57 feet; thence Westerly along a curve concave Northerly with a radius of 5729.7 feet a distance of 515.00 feet; thence North 84 degrees 19 minutes West a distance of 1878.30 feet; thence Westerly along a curve concave Southerly with a radius of 2864.9 feet, a distance of 425.00 feet; thence South 87 degrees 11 minutes West, a distance of 429.66 feet to a point on the West line of said Section 24, which is 624.15 feet Northerly from the Southwest corner thereof

Parcel No. 69: Right-of-Way for Railroad, power lines and pipelines as set forth in Arizona State Lease #17-2411, described as follows: a strip of land 100 feet in width situated in Section 14, Township 13 North, Range 20 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, and lying 50 feet on each side of and parallel to the following described centreline: beginning at a point on the East line of said Section 14, which is 1145.45 feet Northerly from the Southeast corner of said Section 14; thence North 79 degrees 55 minutes West, a distance of 457.93 feet; thence Southwesterly along a curve concave Southeasterly with a radius of 955.37 feet a distance of 1208.61 feet; thence South 27 degrees 34 minutes West, a distance of 227.23 feet; thence Southwesterly along a curve concave Northwesterly with a radius of 1146.3 feet, a distance of 464.00 feet; thence South 50 degrees 46 minutes West, a distance of 269.54 feet to a point on the South line of said Section 14, which is 2073.43 feet Westerly from the Southeast corner thereof

11. Elk Falls Pulp and Paper Limited

Registered owner of property described above under "Elk Falls" but not beneficial owner

12. Pacifica Papers Sales Inc.

Nil

13. Pacifica Papers US Inc.

Nil

14. Pacifica Poplars Inc.

Certain poplar lands more particularly described in 2010 Note Indentures

15. Pacifica Poplars Ltd.

Certain poplar lands more particularly described in 2010 Note Indentures

16. 0606890 B.C. Ltd.

Nil

17. Catalyst Paper Energy Holdings Inc.

Nil

All Leases and Subleases of Real Property by any Loan Party, as Lessee or Sublessee:

1. Catalyst Paper Corporation

Waterlot Lease from June 6, 1987 to June 5, 2017 between the Ministry of Environment, Lands & Parks (Burnaby) as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as District Lots 4071, 4072, 5922, 5923, 5924, 6071, 6174 and 6237A, Group 1, New Westminster District (Property Record No. H-1276) (portion of premises sublet to PRSC Limited Partnership)

Waterlot Lease from May 5, 1994 to May 4, 2014 between the Ministry of Environment, Lands & Parks (Burnaby) as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as District Lots 7079 and 7240, Group 1, New Westminster District (Property Record No. H-1288)

Waterlot Lease from February 19, 1987 to February 18, 2017 between the Ministry of Environment, Lands and Parks (Burnaby) as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as District Lot 1203, New Westminster District (Property Record No. H-1367)

Waterlot Lease from May 5, 1994 to May 4, 2014 between Ministry of Environment, Land and Parks (Burnaby) as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as District Lot 7078, Group 1, New Westminster District (Property Record No. H-1287)

Waterlot Lease No. 101447 made November 17, 1993, between Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Environment, Lands and Parks, as landlord and Crown Forest Industries Ltd. as tenant (subsequently assigned by Elk Falls Forest Industries Limited and further assigned to Norske Skog Canada Limited) in respect of Block A of Lot 1504, Sayward District (joint use with Timberwest)

Waterlot Lease No. 111966 from September 10, 2005 to September 10, 2035 between Land and Water B.C. as landlord and Catalyst Paper Corporation as tenant in respect of the waterlot legally described as Lot 411 (except Block A) and Block B, Lot 1516 Sayward District (Property Record No. H-6595) (Joint use with Timberwest)

Waterlot Lease No. 102653 expiring December 23, 2017 between Land and Water B.C. as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as Blocks A & B, Lot 107G, Chemainus District (Property Record No. H-6570) (portion of premises sublet to Timberwest)

Waterlot Lease No. 101412 made December 23, 1986 between Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Forests and Lands, as landlord and Norske Skog Canada Limited as tenant, in respect of Block B of Lot 161, Cowichan District

Waterlot Lease No. 106051 made February 1, 1998 between Her Majesty the Queen in Right of the Province of British Columbia, represented by the Minister of Environment, Lands and Parks, as landlord and Norske Skog Canada Limited as tenant in respect of Block E of District Lots 565,676 and 2008, Cowichan District

Waterlot Lease from November 1, 1991 to October 31, 2011 between Port Alberni Port Authority as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as Foreshore Lease No. 109, Alberni Harbour (Property Record No. H-1671)

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Waterlot Lease from October 1, 2007 to September 30, 2027 between Port Alberni Port Authority as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as Foreshore Lease No. 40851, Alberni Harbour (Property Record No. H-1155)

Waterlot Lease from January 1, 2004 to December 31, 2024 between Port Alberni Port Authority as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as Lease No. 128 covering that part of the bed of Alberni Harbour, fronting on part of District Lot 1, Alberni District (Property Record No. H-1152)

Waterlot Lease from January 1, 2004 to December 31, 2024 between Port Alberni Port Authority as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as Foreshore Lease No. 126, Alberni Harbour (Property Record No. H-1151)

Waterlot Lease from August 1, 1990 to July 31, 2010 between Port Alberni Port Authority as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as Foreshore Lease 132, Alberni Harbour (Property Record No. H-1304)

Waterlot Lease from August 1, 1994 to July 31, 2014 between Port Alberni Port Authority as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as Lease No. 136, Alberni Land District (Property Record No. H-1379)

Waterlot Lease from January 1, 1990 to December 31, 2009 between Port Alberni Port Authority as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as a portion of the foreshore and bed of Alberni Harbour, Alberni District, as shown red on plan accompanying Lease 137, month to month (Property Record No. H-1374)

Waterlot Lease from January 1, 1990 to December 31, 2009 between Port Alberni Port Authority as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as Lease Lot 135 and 135A, covering portions of the foreshore and bed of Port Alberni Harbour and containing a total of 36.391 AC (14.725) HA, month to month (Property Record No. H-1375)

Waterlot Lease from June 11, 1998 to June 10, 2016 between Port Alberni Port Authority as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as Lease 144-1, Alberni District (Property Record No. H-4234)

Waterlot Lease from June 1, 1998 to May 31, 2018 between Port Alberni Harbour Commission as landlord and MacMillan Bloedel Limited as tenant (and subsequently assigned to Norske Skog Canada Limited) in respect of that portion of the bed of Port Alberni Harbour adjacent to Hoik Island, Alberni District, Vancouver Island, Province of British Columbia, as shown outlined in red on Explanatory Plan of Lease #152 prepared by Messrs. Acres & Pollock B.C.L.S. file #9624 and certified correct on April 16, 1988

Waterlot Lease from February 4, 1996 to February 3, 2011 between Port Alberni Port Authority as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as Lease 133 part of the bed of Port Alberni Harbour (Property Record No. H-1305)

Waterlot Lease from May 1, 1995 to April 31, 2005 between Port Alberni Port Authority as landlord and Catalyst Paper Corporation as tenant in respect of foreshore legally described as lease covering Lot 292-G, 293-G, 278-G, 279-G and 280-G Alberni District, month to month (subleased to and in process of being assigned to Timberwest) (Property Record No. H-1301)

Lease of Office Space from July 1, 2007 to March 31, 2018 between Lysander Holdings Ltd. as landlord and Catalyst Paper Corporation as tenant in respect of land legally described as PID 026-601-621, Parcel A, Section 29, Block 5 North, Range 6 West, New Westminster District, Plan BCP22413

Lease of Office Space from September 1, 2007 to August 31, 2011 between Yum W. Hung & Hang F. Hung as landlords and Catalyst Paper Corporation as tenant in respect of land legally described as Lot 1, Section 1, Nanaimo District, Plan 27095 relating to office premises at 65 Front Street, Nanaimo, British Columbia

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Waterlot Lease effective July 1, 1998 to June 29, 2014 between Wesik Enterprises Ltd. as landlord and Catalyst Paper Corporation as tenant with respect to the waterlot legally described as PID 023-512-512, Lot 1, District Lot 12 and 13, Group 2 and of the bed of the Fraser River, New Westminster District, Plan LMP 29318 (Sublet from Wesik who leases from Vancouver Fraser Port Authority)

Waterlot Lease effective July 1, 1998 to June 29, 2014 between Wesik Enterprises Ltd. as landlord and Catalyst Paper Corporation as tenant with respect to the waterlot legally described as PID 009-523-197, Lot 1 of the bed of the Fraser River, New Westminster District, Plan 76570 (Sublet from Wesik who leases from Vancouver Fraser Port Authority)

Upland Lease effective July 1, 1998 to June 29, 2014 between Wesik Enterprises Ltd. as landlord and Catalyst Paper Corporation as tenant with respect to land legally described as PID 004-501-110, Lot 14, District Lots 9, 10, and 11, Group 2, New Westminster District, Plan 41612

Lease from December 1, 2003 to November 20, 2023 between Balaclava Holdings Ltd. as landlord and Catalyst Paper Corporation as tenant with respect to land legally described as PID 617-513-294, Lot A, District Lots 16 and 48, Group 1, New Westminster District, Plan LMP1969

Waterlot Lease from December 1, 2003 to December 31, 2012 between Balaclava Holdings Ltd. as landlord and Catalyst Paper Corporation as tenant with respect to the waterlot legally described as the portion of the bed and foreshore of the Fraser River fronting Lot 2, Plan 87250 and fronting Lot A, Plan LMP1969, both lots District Lot 16, Group 1, NWD, together with certain other property

Waterlot Lease from June 1, 2003 to December 30, 2007 between Vancouver Fraser Port Authority as landlord and Catalyst Paper Corporation as tenant with respect to the foreshore legally described as the portion of the bed and the foreshore of the Fraser River fronting Parcel A, R.P. 11612 of Fr. Sec. 13, B5N, R1E, C.M., NWD, month to month

Waterlot Lease between Timberwest Forest Company as landlord and Catalyst Paper Corporation as tenant with respect to the foreshore legally described as Lot 511 (Gowland Harbour)

Waterlot Lease from September 15, 2005 to September 14, 2010 between Kay Chee Ng as landlord and Catalyst Paper Corporation as tenant with respect to the foreshore legally described as District Lot 6531, Group 1, New Westminster District

Lease to Catalyst Paper Corporation as tenant with respect to land legally described as PID 009-021-558, Section 2, Chemainus Lot A, Range 6 and 7, Plan 45436

Lease to Catalyst Paper Corporation as tenant with respect to land legally described as PID 000-222-437, Sections 12 and 13, Lot 4, Range 2, Plan 32988

Waterlot Lease T-07-09 from May 19, 2006 to May 18, 2010 between Vancouver Fraser Port Authority (assigned to Timberwest) as landlord and Catalyst Paper Corporation as tenant with respect to foreshore legally described as the portion of the foreshore and bed of the Fraser River fronting lots 10, 11, and B (P127307) of DL 252 and 260, Group 1, NWD

2. Catalyst Paper

Nil

3. Catalyst Paper Holdings Inc.

Nil

4. Catalyst Paper (Snowflake) Inc.

Commercial Lease No. 03-553 from March 30, 2004 to March 29, 2014 between the State of Arizona, as landlord, and the Abitibi Consolidated Sales Corporation, as tenant, with respect to the buffer zone for evaporative pond, legally described as the South half of Section 14, Township 14 North, Range 18 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona

Commercial Lease No. 03-77857 from July 22, 2001 to July 21, 2011 between the State of Arizona, as landlord, and the Abitibi Consolidated Sales Corporation, as tenant, with respect to the buffer zone around the tenant's paper mill effluent basin, legally described as:

- (a) Lots 3, 4, the South half of the Northwest quarter of Section 3, Township 14 North, Range 18 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona;
- (b) the West half of the Northwest quarter of the Northwest quarter and the West half of the Southwest quarter of the Southwest quarter of Section 9, Township 14 North, Range 18 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona;
- (c) the Southwest quarter of Section 13, Township 14 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona;
- (d) the South half of the Northwest quarter and the South half of Section 15, Township 14 North, Range 18 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona;
- (e) the East half of Section 24, Township 14 North, Range 18 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona;
- (f) Lots 1,2,3,4; the South half of the North half; the East half of the Southwest quarter and the Southeast quarter of Section 5, Township 14 North, Range 19 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona;
- (g) the West half of Section 9, Township 14 North, Range 19 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona;
- (h) the Northwest quarter of Section 21, Township 14 North, Range 19 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona;
- (i) the Northeast quarter; the Southeast quarter of the Southeast quarter of the Northwest quarter and the Southwest quarter of Section 29, Township 14, North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona; and
- (j) the East half and the East half of the West half of Section 31, Township 15 North, Range 19 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona.

Commercial Lease No. 03-26778 from May 1, 2004 to April 30, 2014 between the State of Arizona, as landlord, and the Abitibi Consolidated Sales Corporation, as tenant, with respect to land set forth for grazing, legally described as that portion of Section 24, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona, described as follows: commencing at the Section Corner common to Sections 23, 24, 25 and 26, said Township and Range, thence North 00 degrees 11 minutes West along the West line of said Section 24, 624.15 feet to the True Point of Beginning; thence North 87 degrees 11 minutes East 642.59 feet; thence South 84 degrees 19 minutes East 282.41 feet; thence South 00 degrees 11 minutes East 150.00 feet; thence North 89 degrees 49 minutes East 145.00 feet; thence North 00 degrees 11 minutes West 150.00 feet, more or less, to the centre line of an existing railroad and water supply line; and thence North 84 degrees 19 minutes West 145.00 feet, more or less, to the True Point of Beginning.

Grazing Lease No. 05-1209 from September 1, 2004 to August 31, 2014 between the State of Arizona, as landlord, and the Abitibi Consolidated Sales Corporation, as tenant, with respect to land set forth for grazing, legally described as:

- (a) Lots 1,2,3,4; the South half of the North half, the North half of the Southwest quarter; the Southwest quarter of the Southwest quarter of Section 4, Township 14 North, Range 18 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona;

- (b) all of Section 16, Township 14 North, Range 18 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona;
 - (c) the West half of Section 24, Township 14 North, Range 19 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona;
 - (d) the West half of Section 16, Township 14 North, Range 19 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona;
 - (e) the Northeast quarter of Section 20, Township 14 North, Range 19 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona; and
- the North half, the Southwest quarter; and the North half of the Southeast quarter of Section 34, Township 15 North, Range 18 East of the Gila and Salt River Base and Meridian, Navajo County, Arizona

5. Catalyst Paper Recycling Inc.

Nil

6. Catalyst Pulp Operations Limited

Waterlot Lease from November 1, 2007 to October 31, 2008 (in renewal process) between Vancouver Fraser Port Authority as landlord and Catalyst Pulp Operations Limited as tenant with respect to foreshore legally described as the portion of the bed and foreshore of the Fraser River fronting portions of Sections 1 and 2, B5N, R2W, NWD

7. Catalyst Pulp and Paper Sales Inc.

Nil

8. Catalyst Pulp Sales Inc.

Nil

9. Catalyst Paper (USA) Inc.

Lease of Office Space from November 1, 2006 to December 31, 2011 between Selig Real Estate Holdings Five as landlord and Catalyst Paper (USA) Inc. as tenant in respect of Suite 1950, 2101 Fourth Avenue, Seattle Washington and replacement lease for this space from January 1, 2012 to December 2, 2016.

Lease of Office Space from June 1, 2008 to May 31, 2009 between Easy Street Associates as landlord and Catalyst Paper (USA) Inc. as tenant with respect to land described as Suite 17A, 11 Sundial Circle, Carefree, Arizona 85377 (year to year)

Lease of Office Space dated August 1, 2008 between Broadway Southern California Executive Suites LLC as landlord and Catalyst Paper (USA) Inc. as tenant with respect to land described as 5150 E. Pacific Coast Highway, Long Beach, California 90804 (month to month)

Lease of Suite 108, Chapel Hill, Office Park, 211 Southlake Blvd., Southlake, Texas 76092 (expires October 2011)

10. The Apache Railway Company

Nil

11. Elk Falls Pulp and Paper Limited

Nil

12. Pacifica Papers Sales Inc.

Nil

13. Pacifica Papers US Inc.

Nil

14. Pacifica Poplars Inc.

Leases of real property (consisting primarily of forested land) located in Washington state which constitute Excluded Assets (as that term is defined in the Intercreditor Agreement). Leases to be surrendered as poplar harvesting completed in 2010.

15. Pacifica Poplars Ltd.

Leases of real property (consisting primarily of forested land) located in British Columbia which constitute Excluded Assets (as that term is defined in the Intercreditor Agreement). Leases to be surrendered as poplar harvesting completed.

16. 0606890 B.C. Ltd.

Nil

17. Catalyst Paper Energy Holdings Inc.

Nil

All Leases and Subleases of Real Property by any Loan Party, as Lessor or Sublessor:

1. Catalyst Paper Corporation

Lease from May 29, 1988 to June 5, 2017 between Catalyst Paper Corporation as landlord and Weyerhaeuser Company Limited (now Western) as tenant with respect to land legally described as District Lot 4071, 4072, 5922, 5923, 5924, 6071, 6174 and 6237A Group I, New Westminster District

Lease from November 1, 2003, for an indefinite term, between Catalyst Paper Corporation as landlord and Haggard Trucking Ltd. as tenant with respect to land legally described as all that part of District Lot 1, Alberni District, Plan 1186-R, including improvements thereon, and that part of Lot A, District Lot 1, Alberni District, Plan 41766, containing 1.18 HA more or less

Lease between Catalyst Paper Corporation as landlord and Porter's Dairy as tenant with respect to land legally described as that part of Sec 5, Range 9, Chemainus District, lying North and West of Plan 5803, except parts in Plans 4302 and 9775; and Sec 6, Range 9, Chemainus District, except parts in plans 4302 and 5803

Dock Lease between Catalyst Paper Corporation as landlord and District of North Cowichan as tenant with respect to land legally described as that part of Section 1, Range 11, Chemainus District, lying north of the northerly boundary of Chaplin Street as shown on Plan 739 and the production easterly of the northerly boundary, except in Plans 4257 and 2341

Offer to Lease Office Space from September 1, 2008 to August 31, 2010 between Catalyst Paper Corporation as landlord and Nuu-Chah-Nulth First Nation as tenant with respect to land described as the second floor of the building located at 4000 Stamp Avenue, Port Alberni, British Columbia

Lease (unexecuted) between Catalyst Paper Corporation as landlord and JRK Holdings Ltd. as tenant with respect to the land legally described as portion of Block 43, District Lot 3437, Lot A2 and associated water lot lease to be subdivided

Waterlot Sublease made November 19, 1995 between Port Alberni Harbour Commission as landlord and MacMillan Bloedel Limited as tenant and subsequently assigned to Norske Skog Canada Limited in respect of: Lot 280-G, Alberni District, 27.00 acres in size and more particularly described on a legal survey by James T. Underhill, B.C.L.S., dated March 24, 1941; Lot 292-G, Alberni District, 33.54 acres in size and more particularly described on a legal survey by G.E. McLaren, B.C.L.S., dated August 17, 1965; Lot 293-G, Alberni District, 14.75 acres in size and more particularly described on a legal survey by G.E. McLaren, B.C.L.S. dated August 17, 1965; Lot 278-G, Alberni District, 45.40 acres in size; and Lot 279-G, Alberni District, 18.00 acres in size and more particularly described in an undated legal survey prepared by W.G. McElhanney, B.C.L.S. (in process of assigning headlease to Timberwest)

2. Catalyst Paper

Nil

3. Catalyst Paper Holdings Inc.

Nil

4. Catalyst Paper (Snowflake) Inc.

Lease dated April 22, 2009 between Catalyst Paper (Snowflake) Inc. and Agriwest LLC in respect of (i) the Biomass Plantation (Sections 7, 8, 17 and 18, Township 13 North, Range 19 East, Gila and Salt River Baseline and Meridian (GSRBM); Sections 7, 8, 9, 17, 18, 19, 20, 29, 30, and 31, Township 14 North, Range 19 East, Gila and Salt River Baseline and Meridian (GSRBM); and Sections 9, 10, 11, 12, 13, 14 and 15, Township 14 North, Range 18 East, Gila and Salt River Baseline and Meridian (GSRBM)); and (ii) Section 29 (644.06 acres), PID 202-02-005 C1 and 33 (320 acres), PID 202-05-005 B2 T13N R21E (320 acres), PID 202-05-005 D (Total: 1284.06 acres)

Lease dated March 1, 2001 between Abitibi Consolidated Sales Corporation and Frank and Geraldine Despain DBA Dry Lake Cattle Ranch in respect of Section 3 SW1/4, E1/2, Section 15N1/4, 24 S1/4, SE1/4, 25S, Section >14 SW Corner, T14N, R18E, Section 6 N1/2, 29 NW1/4, Section 30 E1/2, T14N R19E, Section 31 W1/4 (Total: 2,438.35 acres)

Lease dated March 1, 2001 between Abitibi Consolidated Sales Corporation and Jack and Phyllis Carlisle in respect of Section 30, T13N, R20E (Total: 631.34 acres)

Lease dated March 1, 2001 between Abitibi Consolidated Sales Corporation and David and Sandra Decker DBA Decker Ranches in respect of Section 8 West half T13N, R19E and Section 31 and Section 34 T14N, R19E (Total: 1426.42 acres)

- This agreement was subsequently assigned to Jack and Phyllis Carlisle pursuant to a letter agreement dated March 16, 2006

Lease dated March 1, 2001 between Abitibi Consolidated Sales Corporation Fred and Elise Peterson in respect of Section 24, T13N, R20E PID 202-01-0119 (Total: 580 acres)

Lease dated March 1, 2001 between Abitibi Consolidated Sales Corporation and Rocking Chair Ranch in respect of Section 5 (80 acres), Section 8 (640 acres), Section 17 (640 acres), Section 20 W 1/2 (320 acres), all in T14R19E (Total: 1680 acres)

Ground Lease Agreement dated September 14, 2005 between Abitibi Consolidated Sales Corporation and Snowflake White Mountain Power LLC, as amended, and Memorandum of Ground Lease and Notice of Easement Rights, recorded September 8, 2006, as amended, both in respect of: (1) a portion of Section 21, Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona; (2) a portion of Section 27,

Township 13 North, Range 19 East, of the Gila and Salt River Base and Meridian, Navajo County, Arizona; and (3) an easement for ingress and egress and for utilities and until July 31, 2008 for construction Interest of Snowflake Mountain Power LLC transferred to Snowflake Power LLC in November 2010.

5. Catalyst Paper Recycling Inc.
Nil
6. Catalyst Pulp Operations Limited
Nil
7. Catalyst Pulp and Paper Sales Inc.
Nil
8. Catalyst Pulp Sales Inc.
Nil
9. Catalyst Paper (USA) Inc.
Nil
10. The Apache Railway Company
Nil
11. Elk Falls Pulp and Paper Limited
Nil
12. Pacifica Papers Sales Inc.
Nil
13. Pacifica Papers US Inc.
Nil
14. Pacifica Poplars Inc.
Nil
15. Pacifica Poplars Ltd.
Nil
16. 0606890 B.C. Ltd.
Nil

17. Catalyst Paper Energy Holdings Inc.

Nil

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**SCHEDULE 3.29 – JURISDICTIONS AT WHICH ANY LOAN PARTY HOLDS OR MAINTAINS
INVENTORY HAVING AN AGGREGATE VALUE IN EXCESS OF \$50,000**

Locations which are owned by a Loan Party:

Location of Collateral	Loan Party which owns Inventory
Crofton Mill, 8541 Hay Road, Crofton, British Columbia, Canada V0R 1R0	Catalyst Paper
Powell River Mill, 5775 Ash Avenue, Powell River, British Columbia, Canada V8A 4R3	Catalyst Paper
Port Alberni Mill, 4000 Stamp Avenue, Port Alberni, British Columbia, Canada V9Y 5J7	Catalyst Paper
Snowflake Mill, 277 Spur North, Snowflake, Arizona, USA 85937	Catalyst Paper (Snowflake) Inc.

Locations which are leased by a Loan Party:

Location of Collateral	Landlord	Loan Party which owns Inventory
Surrey Distribution Centre, 10555 Timberland Road Surrey, British Columbia Canada V3V 3T3	Wesik Enterprises Ltd., as trustee of Wesik Enterprises Trust	Catalyst Paper
Teakerne Arm foreshore, Powell River (north), British Columbia, Canada (Property Record No. H-1288, No. H-1367 and No. H-1287)	Ministry of Environment, Lands & Parks (Burnaby)	Catalyst Paper
Lot 511, Gowlland Harbour, Quadra Island, British Columbia, Canada	Timberwest Forest Company	Catalyst Paper
Alberni Harbour foreshore, Port Alberni, British Columbia, Canada (Property Record No. H-4234 and No. H-2565)	Port Alberni Port Authority	Catalyst Paper
Stamp Point foreshore, Port Alberni, British Columbia, Canada (Property Record No. H-1301)	Port Alberni Port Authority	Catalyst Paper
Foreshore property (3 and 4) on Woolridge Island, Howe Sound, British Columbia, Canada	Kay Chee Ng	Catalyst Paper

Locations which are the subject of an Agreement for Warehousing Services in favour of a Loan Party

Location of Collateral	Warehouse Owner/Operator	Loan Party which owns Inventory
14627 – 128 Ave. NW Edmonton, Alberta	MTE Logistix	Catalyst Pulp and Paper Sales Inc.

Location of Collateral	Warehouse Owner/Operator	Loan Party which owns Inventory
Canada TSL 3H3		
6505 48 Street SE Calgary, Alberta Canada T2C 3J7	MTE Logistix	Catalyst Pulp and Paper Sales Inc.
6558 W. 73 rd Street Bedford Park, Illinois United States 60638	Nexus Distribution Inc.	Catalyst Paper (USA) Inc.
5000 S. Homan Ave. Chicago, Illinois United States 60632	Stellar Distribution Inc.	Catalyst Paper (USA) Inc.
767 Creditstone Road Concord, Ontario Canada L4K 4N7	Metro Canada Logistics	Catalyst Pulp and Paper Sales Inc.
4710 West Camelback Road Glendale, Arizona United States 85301	Warehouse Specialists Inc.	Catalyst Paper (USA) Inc.
3480 W. Marginal Way SW Seattle, Washington United States 98106	Pacific Terminals Ltd.	Catalyst Paper (USA) Inc.
4900 Alexander Street Commerce, California United States 90040	RRD Inc. (BNSF)	Catalyst Paper (USA) Inc.
26634 S. Center Point Drive Elwood, Illinois United States 60421	Partners Warehouse Inc.	Catalyst Paper (USA) Inc.
2376 Davis Avenue Hayward, California United States 94545	Cal Cargo Inc.	Catalyst Paper (USA) Inc.
22941 S. Wilmington Avenue Carson, California United States 90745	Jerich USA Inc.	Catalyst Paper (USA) Inc.

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Other Locations at which Inventory having a value in excess of \$50,000 is held and which is not owned nor leased by a Loan Party and which is not the subject of an Agreement for Warehousing Services in favour of a Loan Party:

Location of Collateral	Third Party who owns the property where the inventory is maintained	Loan Party which owns Inventory
18887 98 A Avenue, Surrey British Columbia, Canada	S&R Sawmills	Catalyst Paper
1910 Ross Avenue, Everett, Washington USA 98205	Dunlap Towing Company	Catalyst Paper (USA) Inc.
525 South Trans Canada Highway, Cache Creek, British Columbia V0K 1H0	Wastech Services Ltd.	Catalyst Paper
1209 McKeen Avenue, North Vancouver, British Columbia Canada V7P 3H9	Fibreco Export Inc.	Catalyst Paper
6 Alley, 10 Alley, 12 Alley and 14 Alley, Fraser River (mouth), British Columbia, Canada	Hodder Tugs	Catalyst Paper
1A, 2C, and 2D, Fraser River (at Coquitlam), British Columbia, Canada	Pacific Custom Log Sort	Catalyst Paper
6A, Fraser River (at Coquitlam), British Columbia, Canada	Timberwest	Catalyst Paper
Ambrook and Houstons, Fraser River, British Columbia, Canada	Catherwood Towing	Catalyst Paper
AP3A, AP8, HT13, HT6A, and HT8A, Fraser River, British Columbia, Canada	Harken Towing	Catalyst Paper
CWPI, CWP4, VPD8 and Iona, Fraser River (mouth), British Columbia, Canada	Howe Sound Pulp & Paper Limited (managed by Hodder Tugs)	Catalyst Paper
MacDonald Slough, Fraser River (north arm), British Columbia, Canada	Hodder Tugs	Catalyst Paper
PCL.S, Fraser River (at Coquitlam), British Columbia, Canada	Pacific Custom Log Sort	Catalyst Paper
Perkins, RT1 and RT3, Fraser River (Port Kells area east of Port Mann),	S&R Sawmills	Catalyst Paper

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Location of Collateral	Third Party who owns the property where the Inventory is maintained	Loan Party which owns Inventory
British Columbia, Canada		
Redband, Fraser River, British Columbia, Canada	Hodder Tugs	Catalyst Paper
RT5A, Fraser River (Mission area), British Columbia, Canada	Cartherwood Towing	Catalyst Paper
Winkies, Fraser River (Port Kells area east of Port Mann), British Columbia, Canada	S&R Sawmills	Catalyst Paper
Andy's Bay, Gambier Island, Howe Sound, British Columbia, Canada	Western Forest Products	Catalyst Paper
Cates Bay, Gambier Island, Howe Sound, British Columbia, Canada	Active Marine Towing	Catalyst Paper
Cotton Bay #1-#4, Howe Sound, British Columbia, Canada	Sechelt Creek Contracting	Catalyst Paper
KN5, Howe Sound (at Port Mellon), British Columbia, Canada	Interfor	Catalyst Paper
Terminal Grounds, Howe Sound, British Columbia, Canada	Hodder Tugs	Catalyst Paper
Twin Creeks, Howe Sound, British Columbia, Canada	Sechelt Creek Contracting	Catalyst Paper
Wooldrige Island #1, and #2, Howe Sound, British Columbia, Canada	Interfor	Catalyst Paper
Blind Bay, Nelson Island (south of Powell River), British Columbia, Canada	Western Forest Products	Catalyst Paper
Menzies Bay, Campbell River, British Columbia, Canada	Western Forest Products	Catalyst Paper
CRF, Campbell River, British Columbia, Canada	Campbell River Fibre	Catalyst Paper
Chambers chip plant, Chemainus, British Columbia, Canada	DCT Chambers	Catalyst Paper

SCHEDULE 3.30 – JURISDICTIONS IN WHICH LOAN PARTIES HOLD INVENTORY OR EQUIPMENT

All Jurisdictions in which any Loan Party, as of the Effective Date, has Inventory or Equipment having an aggregate Value in excess of CDN.\$50,000:

Credit Party	Jurisdiction(s)
Catalyst Paper Corporation	British Columbia
Catalyst Paper	British Columbia
Catalyst Paper Holdings Inc.	Not Applicable (Holding Company)
Catalyst Paper (Snowflake) Inc.	Arizona, Arkansas, California, Colorado, Illinois, Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, Nevada, New Mexico, Oklahoma, Texas, Utah, Wisconsin, Wyoming,
Catalyst Paper Recycling Inc.	Not Applicable (to be wound up),
Catalyst Pulp Operations Limited	British Columbia
Catalyst Pulp and Paper Sales Inc.	British Columbia, Alberta; Ontario
Catalyst Pulp Sales Inc.	British Columbia
Catalyst Paper (USA) Inc.	California; Connecticut; Illinois; Washington; Oregon; Nevada
The Apache Railway Company	Arizona
Elk Falls Pulp and Paper Limited	British Columbia
Pacifica Papers Sales Inc.	Not applicable
Pacifica Papers US Inc.	Not applicable
Pacifica Poplars Inc.	Washington
Pacifica Poplars Ltd.	British Columbia
0606890 B.C. Ltd.	British Columbia
Catalyst Paper Energy Holdings Inc.	British Columbia

SCHEDULE 3.31 – CORPORATE NAMES; PRIOR TRANSACTIONS

Prior Corporate or Business Names of any Loan Party within the past Five Years:

<u>Credit Party</u>	<u>Previous Corporate or Business Names of Loan Party within the past five years</u>
Catalyst Paper Corporation	Norske Skog Canada Limited
Catalyst Paper	NorskeCanada
Catalyst Paper Holdings Inc.	NSCL Holdings Inc.
Catalyst Paper (Snowflake) Inc.	N/A
Catalyst Paper Recycling Inc.	N/A
Catalyst Pulp Operations Limited	Norske Skog Canada Pulp Operations Limited
Catalyst Pulp and Paper Sales Inc.	Norske Skog Canada Sales Inc.
Catalyst Pulp Sales Inc.	Norske Skog Canada Pulp Sales Inc.
Catalyst Paper (USA) Inc.	Norske Skog Canada (USA) Inc.
The Apache Railway Company	N/A
Elk Falls Pulp and Paper Limited	N/A
Pacifica Papers Sales Inc.	N/A
Pacifica Papers US Inc.	N/A
Pacifica Poplars Inc.	N/A
Pacifica Poplars Ltd.	N/A
0606890 B.C. Ltd.	N/A
Catalyst Paper Energy Holdings Inc.	N/A

Prior Transactions

In April, 2008 Catalyst Paper (Snowflake) Inc. acquired from Abitibi Consolidated Sales Corporation the recycled newsprint mill located in Snowflake, Arizona and contained related assets, including all of the shares of The Apache Railway Company

In December, 2003, 6141005 Canada Inc., a wholly-owned subsidiary of Catalyst Paper Corporation, was voluntarily dissolved and wound-up into Catalyst Paper Corporation

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In or about June, 2007, Catalyst Paper Japan Ltd., a corporation existing under the laws of Japan and a wholly-owned subsidiary of Catalyst Paper Corporation, was voluntarily dissolved and wound up into Catalyst Paper Corporation.

In December, 2007, Pacifica Paper Sales Ltd., a wholly-owned subsidiary of Catalyst Paper Corporation, was voluntarily dissolved and wound-up into Catalyst Paper Corporation.

Catalyst Paper Finance Limited and Catalyst Paper Services (Hungary) Limited Liability Company are in the process of being voluntarily dissolved and wound-up.

Trade Names

Catalyst Paper

SCHEDULE 5.13 – POST CLOSING UNDERTAKINGS

(a) Within 30 days of the Effective Date (or such other period as expressly set forth below or otherwise such longer period as the Administrative Agent may approve in its sole discretion), the Loan Parties shall deliver or cause to be delivered to the Administrative Agent, with respect to each parcel of real property which is required to be subject to a Lien in favour of the Administrative Agent, each of the following, in form and substance reasonably satisfactory to the Administrative Agent:

(i) promptly following the Effective Date, applicable forms of assignment (or in British Columbia, assignments and modifications) for execution by the Existing Agent and executed by the relevant Loan Parties, if applicable, of each Mortgage or, where applicable the beneficial interest therein, on such property (each, a "Mortgage Assignment");

(ii) within 30 days of delivery to the Loan Parties of Mortgage Assignments, properly executed in registrable form by the applicable assignor and assignee, evidence that such Mortgage Assignments or a counterpart thereof have been recorded in the place or registry necessary, in the Administrative Agent's judgment, to effectively assign a valid and enforceable first priority Lien (subject to the Intercreditor Agreement) in favour of the Administrative Agent for the benefit of itself and the Lenders;

(iii) ALTA or other mortgagee's title policy (or assignment of such policy in favour of the Administrative Agent) in respect of the real property included in the Snowflake Fixed Assets;

(iv) within 30 days of delivery to the Loan Parties of Mortgage Assignments properly executed in registrable form by the applicable assignor and assignee, an opinion of counsel in the state or province in which such parcel of real property is located in form and substance and from counsel reasonably satisfactory to the Administrative Agent;

(v) if any such parcel of real property is determined by the Administrative Agent to be in a flood zone, a flood notification form signed by the Borrower Representative and evidence that flood insurance is in place for the building and contents, all in form and substance reasonably satisfactory to the Administrative Agent, as applicable; and

(vi) such other information, documentation, and certifications as may be reasonably required by the Administrative Agent.

(b) The Loan Parties shall use commercially reasonable efforts to deliver to the Administrative Agent, as soon as practicable but in any event within 90 days of the Effective Date (or such longer period as the Administrative Agent may approve in its sole discretion), bailee letters or assignments of bailee letters in form and substance satisfactory to the Administrative Agent in respect of each locations which is the subject of an agreement for warehousing services in favour of a Loan Party, including but not limited to the following:

(i) MTE Logistix (14627 – 128 Ave. NW, Edmonton)

(ii) MTE Logistix (6505 48 Street SE, Calgary)

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- (iii) Nexus Distribution Inc.
- (iv) Stellar Distribution Inc.
- (v) Metro Canada Logistics
- (vi) Warehouse Specialists Inc. (4710 West Camelback Road, Glendale, Arizona)
- (vii) Pacific Terminals Ltd
- (viii) RRD Inc. (BNSF)
- (ix) Partners Warehouse Inc.
- (x) Cal Cargo Inc.
- (xi) Jerich USA Inc.

(c) The Loan Parties shall (x) deliver (and shall arrange for the applicable account banks other than JPMorgan to deliver) to the Administrative Agent, within 15 days of the delivery of the form of such document to the Loan Parties by the Administrative Agent (or such longer period as the Administrative Agent may approve in its sole discretion), blocked account agreements or deposit account control agreements, as applicable, in form and substance satisfactory to the Administrative Agent in respect of bank accounts of the Loan Parties to the extent that Blocked Account Agreements would be required in respect of such accounts pursuant to Section 2.24(d), located at:

- (i) Wells Fargo;
- (ii) The Toronto-Dominion Bank;
- (iii) Canadian Imperial Bank of Commerce; and
- (iv) JPMorgan; or

(y) to the extent any such Blocked Account Agreement cannot be delivered within the applicable period, then provide evidence satisfactory to the Administrative Agent that such accounts are closed within 15 days of such failure to deliver.

SCHEDULE 6.04(B) – INVESTMENTS BY A LOAN PARTY IN ANY SUBSIDIARY WHICH IS NOT A LOAN PARTY

1. Investments by Catalyst Paper Corporation

Subsidiary	Description	Date	Amount of Investment as at June 30, 2008 (US\$)	Amount of Investment as at June 30, 2008 (Cdn\$)	Loan Balance (Cdn\$)
NSC Holdings (Philippines) Inc.	Shares/Investment	2001		\$5,778,737.00	
NSC Holdings (Barbados) Limited	Shares	1999		\$1.00	
Elk Falls Pulp and Paper Limited	Shares	1993		\$1.00	
468327 B.C. Ltd.	Shares			\$2,000.00	
Echelon Paper Corporation (BC)	Shares	2001		\$1.00	
Echelon Paper Corporation (Canada)	Shares	2001		\$1.00	
3744809 Canada Inc. (formerly Catalyst Paper Corp (Canada))	Shares			\$1.00	
3264904 Canada Limited	Shares	1997		\$1.00	
Crofton Pulp and Paper Limited	Shares			\$2.00	
British Columbia Forest Products Limited	Shares			\$1.00	
Export Sales Co. Ltd.	Shares			\$10.00	
Catalyst Paper Finance Limited	Shares			Nominal (in process of being wound up)	
Catalyst Paper Services (Hungary) Limited Liability Company	Shares			Nominal (in process of being wound up)	

- 2. Investments by Catalyst Paper
Nil
- 3. Investments by Catalyst Paper Holdings Inc.
Nil
- 4. Investments by Catalyst Paper (Snowflake) Inc.
Nil
- 5. Investments by Catalyst Paper Recycling Inc.
Nil
- 6. Investments by Catalyst Pulp Operations Limited
Nil
- 7. Investments by Catalyst Pulp and Paper Sales Inc.
Nil
- 8. Investments by Catalyst Pulp Sales Inc.
Nil
- 9. Investments by Catalyst Paper (USA) Inc.
Nil
- 10. Investments by The Apache Railway Company
Nil
- 11. Investments by Elk Falls Pulp and Paper Limited
Nil
- 12. Investments by Pacifica Papers Sales Inc.
Nil
- 13. Investments by Pacifica Papers US Inc.
Nil
- 14. Investments by Pacifica Poplars Inc.
Nil

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15. Investments by Pacifica Poplars Ltd.

Nil

16. Investments by 0606890 B.C. Ltd.

Nil

17. Investments by Catalyst Paper Energy Holdings Inc.

Subsidiary	Description	Date	Amount of Investment as at June 30, 2008 (US\$)	Amount of Investment as at June 30, 2008 (Cdn\$)	Loan Balance (Cdn\$)
Powell River Energy Inc.	Shares Loan	2001 2001		\$1.00	\$20,501,000.00
Powell River Energy Limited Partnership	Shares/Investment Net equity p/u and distribution	2001 2001		\$50.00 \$452,603.00 \$452,653.00	

SCHEDULE 9.18 – ORIGINAL CREDIT DOCUMENTS

Loan Documents

1. Credit Agreement dated as of August 13, 2008 among Catalyst Paper Corporation (“CPC”), Catalyst Paper (“Partnership”), Catalyst Paper Holdings Inc. (“CPHI”) and Catalyst Paper (Snowflake) Inc. (“Snowflake”) as borrowers and Catalyst Pulp and Paper Sales Inc. (“CPPSI”), Catalyst Pulp Sales Inc. (“CPSI”), Catalyst Pulp Operations Limited (“CPOL”), Catalyst Paper (USA) Inc. (“CP US”), Catalyst Paper Recycling Inc. (“CPRI”), Catalyst Paper Finance Limited and The Apache Railway Company (“Apache”) as Guarantors and the Lenders from time to time party thereto and CIT Business Credit Canada Inc. (now named CIBC Asset-Based Lending Inc.) as Agent, Co-Lead Arranger, Joint Bookrunner Syndication Agent, Collateral Agent and Documentation Agent and J.P. Morgan Securities Inc. as Co-Lead Arranger and Joint Bookrunner, as amended by the First Amending Agreement dated as of March 10, 2010, as further amended by the Second Amending Agreement dated as of May 11, 2010, and as further amended by the Third Amending Agreement dated as of October 7, 2010.
2. Blocked Accounts Agreement dated August 18, 2008 among CPPSI, and CIT Business Credit Canada Inc. (now, CIBC Asset-Based Lending Inc.) as collateral agent and Royal Bank of Canada.
3. Deposit Account Control Agreement dated August 13, 2008 among CP US, CIBC, CIT Business Credit Canada Inc. (now, CIBC Asset-Based Lending Inc.) as collateral agent and Bank of America, N.A.
4. All Canadian Borrowing Request’s
5. All U.S. Borrowing Request’s
6. All Borrowing Base Report’s
7. All Fee Letter’s
8. All requests for Allocated Amounts under the Ancillary Credit Facility and all Agent Confirmations
9. Intercreditor Agreement dated as of March 10, 2010 and entered into by and among CPC, CPPSI, CPSI, CPOL, CP US, CPRI, CPFL, Pacifica Paper Sales Inc. (“PPSI”), PPUSI, PPI, PPL, 0606890, CPEHI, EFPPL, CPSHL and Apache, as Guarantors, CIBC as Collateral Agent for the ABL Debtholders and Computershare Trust Company of Canada, as Collateral Trustee for itself and the Noteholders.
10. All documents entered into with respect to Letters of Credit

List of Existing Personal Property Security

11. Amended and Restated Security Agreement dated as of March 10, 2010 between CPC as Obligor and CIT Business Credit Canada Inc. (now, CIBC Asset-Based Lending Inc.) as Collateral Agent (“CIBC”).
12. Amended and Restated Security Agreement dated as of March 10, 2010 between Partnership as Obligor and CIBC.

13. Amended and Restated Security Agreement dated as of March 10, 2010 between CPOL as Obligor and CIBC.
14. Amended and Restated Security Agreement dated as of March 10, 2010 between CPSI as Obligor and CIBC.
15. Amended and Restated Security Agreement dated as of March 10, 2010 between CPPSI as Obligor and CIBC.
16. Guarantee dated as of March 10, 2010 by Elk Falls Pulp and Paper Limited ("EFPP") as Guarantor in favour of CIBC.
17. Security Agreement dated as of March 10, 2010 between EFPP as Obligor and CIBC.
18. Guarantee dated as of March 10, 2010 by Pacifica Poplars Ltd. ("PPL") as Guarantor in favour of CIBC.
19. Security Agreement dated as of March 10, 2010 between PPL as Obligor and CIBC.
20. Guarantee dated as of March 10, 2010 by 0606890 B.C. Ltd. ("0606890") as Guarantor in favour of CIBC.
21. Security Agreement dated as of March 10, 2010 between 0606890 as Obligor and CIBC.
22. Guarantee dated as of March 10, 2010 by Catalyst Paper Energy Holdings Inc. ("CPEHI") as Guarantor in favour of CIBC.
23. Security Agreement dated as of March 10, 2010 between CPEHI as Obligor and CIBC.
24. Guarantee dated as of March 10, 2010 by PPSI as Guarantor in favour of CIBC.
25. Guarantee dated as of March 10, 2010 by Pacifica Papers US Inc. ("PPUSI") as Guarantor in favour of CIBC.
26. Guarantee dated as of March 10, 2010 by Pacifica Poplars Inc. ("PPI") as Guarantor in favour of CIBC.
27. Amended and Restated Security Agreement dated as of March 10, 2010 between CPHI, Snowflake, CPRI, CP US, Apache, PPSI, PPUSI and PPI as Obligors and CIBC.
28. Guarantee dated as of August 13, 2008 by CPC as Guarantor in favour of CIBC.
29. Security Agreement dated as of August 13, 2008 between CPC as Obligor and CIBC.
30. Guarantee dated as of August 13, 2008 by Partnership as Guarantor in favour of CIBC.
31. Security Agreement dated as of August 13, 2008 between Partnership as Obligor and CIBC.
32. Guarantee dated as of August 13, 2008 by CPOL as Guarantor in favour of CIBC.
33. Security Agreement dated as of August 13, 2008 between CPOL as Obligor and CIBC.

34. Guarantee dated as of August 13, 2008 by CPSI as Guarantor in favour of CIBC.
35. Security Agreement dated as of August 13, 2008 between CPSI as Obligor and CIBC.
36. Guarantee dated as of August 13, 2008 by CPPSI as Guarantor in favour of CIBC.
37. Security Agreement dated as of August 13, 2008 between CPPSI as Obligor and CIBC.
38. Guarantee dated as of August 13, 2008 by CPHI as Guarantor in favour of CIBC.
39. Guarantee dated as of August 13, 2008 by Snowflake as Guarantor in favour of CIBC.
40. Guarantee dated as of August 13, 2008 by CP US as Guarantor in favour of CIBC.
41. Guarantee dated as of August 13, 2008 by CPRI as Guarantor in favour of CIBC.
42. Guarantee dated as of August 13, 2008 by Apache as Guarantor in favour of CIBC.
43. Security Agreement dated as of August 13, 2008 between CPHI, Snowflake, CPRI, CP US and Apache as Obligors and CIBC.

List of Existing Intellectual Property Security

44. Confirmation of Security Interest in Intellectual Property dated as of March 10, 2010 between CPC as Debtor and CIBC.
45. Grant of Security Interest in United States Trademarks dated as of March 10, 2010 between CPC as Grantor and CIBC.
46. Grant of Security Interest in United States Patents dated as of March 10, 2010 between CPC as Grantor and CIBC.

List of Existing Real Estate Security

47. Beneficiary Authorization dated as of March 4, 2010 granted by CPC as Beneficial Owner and EFPPL as Nominee in favour of CIBC.
48. Beneficiary Authorization dated as of March 4, 2010 granted by CPC and CPOL as Beneficial Owners and CPC as Nominee in favour of CIBC.
49. Beneficiary Authorization dated as of March 4, 2010 granted by CPC and CPOL as Beneficiary Owners and EFPPL as Nominee in favour of CIBC.
50. Unregistered Mortgage dated as of March 4, 2010 granted by CPC and CPOL as Borrowers/Mortgagors in favour of CIBC as Lender/Mortgagee, in respect of certain Sayward District lands.
51. Unregistered Mortgage dated as of March 4, 2010 granted by CPC and CPOL as Borrowers/Mortgagors in favour of CIBC as Lender/Mortgagee, in respect of certain Chemainus, Cowichan, Quamichan, Cowichan Lake and Renfrew District lands.

52. Unregistered Mortgage dated as of March 4, 2010 granted by CPC as Borrower/Mortgagor in favour of CIBC as Lender/Mortgagee, in respect of District Lot 120 (DD 215778I) Sayward District except part in Plans 14946 and VIP 57724.
53. Form B Mortgage dated as of March 4, 2010 granted by CPC as Borrower/Mortgagor in favour of CIBC as Lender/Mortgagee bearing registration nos. CA1482482 and CA1482483.
54. Form B Mortgage dated as of March 4, 2010 granted by EFPPL as Borrower/Mortgagor in favour of CIBC as Lender/Mortgagee bearing registration nos. CA1482609 and CA1482610.
55. First Amendment to Deed of Trust and Fixture Filing dated as of March 10, 2010 between Snowflake as Trustor and Stewart Title & Trust of Phoenix, Inc. ("Stewart") as Trustee, for the benefit of CIBC.
56. First Amendment to Deed of Trust and Fixture Filing dated as of March 10, 2010 between Apache as Trustor and Stewart as Trustee, for the benefit of CIBC.
57. First Amendment to Leasehold Deed of Trust and Fixture Filing dated as of March 10, 2010 between Snowflake as Trustor and Stewart as Trustee, for the benefit of CIBC, in respect of lease No. 03-553.
58. First Amendment to Leasehold Deed of Trust and Fixture Filing dated as of March 10, 2010 between Snowflake as Trustor and Stewart as Trustee, for the benefit of CIBC, in respect of lease No. 03-77857.
59. First Amendment to Leasehold Deed of Trust and Fixture Filing dated as of March 10, 2010 between Snowflake as Trustor and Stewart as Trustee, for the benefit of CIBC, in respect of lease No. 05-1209.
60. First Amendment to Leasehold Deed of Trust and Fixture Filing dated as of March 10, 2010 between Snowflake as Trustor and Stewart as Trustee, for the benefit of CIBC, in respect of lease No. 03-26778.
61. Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement) executed as of July 25, 2008 and dated and effective as of August 13, 2008 made by Snowflake in favour of Stewart Title & Trust of Phoenix Inc., for the benefit of CIBC.
62. Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement) executed as of July 25, 2008 and dated and effective as of August 13, 2008 made by The Apache Railway Company in favour of Stewart Title & Trust of Phoenix Inc., for the benefit of CIBC.
63. Leasehold Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement) executed as of July 25, 2008 and dated and effective as of August 13, 2008 made by Snowflake in favour of Stewart Title & Trust of Phoenix Inc., for the benefit of CIBC in respect of lease No. 03-553.
64. Leasehold Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement) executed as of July 25, 2008 and dated and effective as of August 13, 2008 made by Snowflake in favour of Stewart Title & Trust of Phoenix Inc., for the benefit of CIBC in respect of lease No. 05-1209.
65. Leasehold Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement) executed as of July 25, 2008 and dated and effective as of August 13, 2008 made by Snowflake in

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favour of Stewart Title & Trust of Phoenix Inc., for the benefit of CIBC in respect of lease No. 03-26778.

66. Leasehold Deed of Trust and Fixture Filing (With Assignment of Rents and Security Agreement) executed as of July 25, 2008 and dated and effective as of August 13, 2008 made by Snowflake in favour of Stewart Title & Trust of Phoenix Inc., for the benefit of CIBC in respect of lease No. 03-77857.
67. Any off-title document, instrument or certificate executed by any party to the Credit Agreement or third party in respect of any real property interest held by any party to the Credit Agreement.

EXHIBIT A

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (the "Assignment and Assumption") is dated as of the Effective Date set forth below and is entered into by and between [Insert name of Assignor] (the "Assignor") and [Insert name of Assignee] (the "Assignee"). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement identified below (as amended, the "Credit Agreement"), receipt of a copy of which is hereby acknowledged by the Assignee. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below, (i) all of the Assignor's rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including any letters of credit, guarantees and swingline loans included in such facilities) and (ii) to the extent permitted to be assigned under Applicable Law, all claims, suits, causes of action and other rights of the Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as the "Assigned Interest"). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignor.

- 1. Assignor: _____
- 2. Assignee: _____

[and is an Affiliate/Approved Fund of [identify Lender]¹]

- 3. Borrowers: _____
- 4. Administrative Agent: _____, as the administrative agent under the Credit Agreement

5. Credit Agreement: Credit Agreement dated as of _____ between, among others, Catalyst Paper Corporation and Catalyst Paper as Canadian Borrowers, Catalyst Paper Holdings, Inc. and Catalyst Paper (Snowflake) Inc., as US Borrowers, the other Loan Parties party thereto, the Lenders party

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thereto, and JPMorgan Chase Bank, N.A., Toronto Branch, as
Administrative Agent

6. Assigned Interest:

Facility Assigned ²	Aggregate Amount of Commitment/Loans for all Lenders	Amount of Commitment/Loans Assigned	Percentage Assigned of Commitment/Loans ³
	\$	\$	%
	\$	\$	%
	\$	\$	%

Effective Date: _____, 20__ [TO BE INSERTED BY ADMINISTRATIVE AGENT AND WHICH SHALL BE THE EFFECTIVE DATE OF RECORDATION OF TRANSFER IN THE REGISTER THEREFOR.]

The Assignee agrees to deliver to the Administrative Agent a completed Administrative Questionnaire in which the Assignee designates one or more Credit Contacts to whom all syndicate-level information (which may contain material non-public information about the Company, the Loan Parties and their Related Parties or their respective securities) will be made available and who may receive such information in accordance with the Assignee's compliance procedures and applicable laws, including federal, provincial, territorial and state securities laws.

The terms set forth in this Assignment and Assumption are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

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Consented to and Accepted:

**JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH, as Administrative Agent**

By: _____

Name:

Title:

[Consented to:]

[NAME OF RELEVANT PARTY]

By: _____

Name:

Title:

STANDARD TERMS AND CONDITIONS FOR
ASSIGNMENT AND ASSUMPTION

1. Representations and Warranties.

1.1. Assignor. The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of any Borrower, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by any Borrower, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered pursuant to Section 5.01 thereof, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Non-U.S. Lender, attached to the Assignment and Assumption is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument.

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Delivery of an executed counterpart of a signature page of this Assignment and Assumption by facsimile shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the Province of British Columbia and the laws of Canada applicable therein.

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EXHIBIT B

[FORM OF]
BORROWING BASE CERTIFICATE

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EXHIBIT C

[FORM OF]
COMPLIANCE CERTIFICATE

To: The Lenders parties to the
Credit Agreement Described Below

The undersigned, _____, Corporate Controller and Treasurer, of Catalyst Paper Corporation ("the Company"), pursuant to Section 5.01(d) of the amended and restated credit agreement dated as of May 31, 2011, between, among others, Catalyst Paper Corporation and Catalyst Paper as Canadian Borrowers, Catalyst Paper Holdings, Inc. and Catalyst Paper (Snowflake) Inc., as US Borrowers, the other Loan Parties party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., Toronto Branch, as Administrative Agent (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time the "Credit Agreement"), DOES HEREBY CERTIFY in [his/her] capacity as an authorized signing officer of the Company and not in [his/her] personal capacity that:

1. The financial statements attached hereto fairly and accurately represent the Company's financial condition at the end of the particular accounting period set out in such financial statements, as well as the Company's and its Subsidiaries' operating results during such accounting period, subject to year-end audit adjustments;

2. A review of such financial statements and of the activities of the Company and its Subsidiaries during the period covered by such financial statements has been made under my supervision has been made with a view to determining whether the Company and the Subsidiaries have fulfilled all of their obligations;

3. During the accounting period set out in such financial statements:

(A) each of the Company and its Subsidiaries have fulfilled each of its respective obligations under each of the Loan Documents to which it is a party;

(B) there has been no Default or Event of Default under the Credit Agreement,

(C) the Company is not aware of any event or circumstance which could reasonably be expected to have or could reasonably be expected to have had a Material Adverse Effect;

(D) the representation and warranties contained in the Credit Agreement and the other Loan Documents are correct in all material respects on and as of the date hereof as though made on and as of such date, other than any such representation or warranty which relates to a specified prior date and except to the extent that the Administrative Agent has been notified in writing by the Company that any representation or warranty is not correct and the Lenders have explicitly waived in writing compliance with such representation or warranty;

(E) the Company has been in full compliance with all covenants set out in the Credit Agreement and, specifically, set out in Section 5.12 of the Credit Agreement as evidenced by the statements and calculations attached hereto as Annex A;

(F) Annex B hereto sets out all Subsidiaries of the Company and indicates, for each such Subsidiary, whether such Subsidiary is a Loan Party and the date of the formation or acquisition of each Subsidiary was formed or acquired since the end of the previous calendar month;

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(G) no change in GAAP or in the application thereof has occurred since the date of the most recent audited annual financial statements of the Company delivered to the Administrative Agent [Note to Draft: - If a change has occurred, specify the details of the change and its effect on the accompanying financial statements]; and

(H) the Company and the other Loan Parties have been in compliance with Section 6.04 of the Credit Agreement and Annex C hereto sets out details of all transactions contemplated by Section 6.04 of the Credit Agreement and the details of such compliance.

[Note to Draft: if any of the foregoing is incorrect, revise wording accordingly to include particulars of any variation.]

4. Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Credit Agreement.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the _____ day of _____, 20__.

By:

Name:

Title:

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EXHIBIT D

**[FORM OF]
ADMINISTRATIVE AGENT'S CONFIRMATION**

(Letter to be typed on Administrative Agent's Letterhead)

[DATE]

[DERIVATIVES LENDER]

The Loan Parties (as defined below)

c/o Catalyst Paper Corporation

2nd Floor, 3600 Lysander Lane

Richmond, BC V7B 1C3

Ladies and Gentlemen:

We refer to the amended and restated credit agreement dated as of May 31, 2011, between, among others, Catalyst Paper Corporation and Catalyst Paper as Canadian Borrowers, Catalyst Paper Holdings, Inc. and Catalyst Paper (Snowflake) Inc., as US Borrowers, the other Loan Parties party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., Toronto Branch, as Administrative Agent (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time the "Credit Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Credit Agreement.

Pursuant to Section 2.22 of the Credit Agreement, the Administrative Agent hereby confirms that the aggregate amount of credit risk associated with all Derivatives Transactions between [Derivatives Lender] (the "Derivatives Lender") and all Loan Parties is [Cdn./U.S. \$[●]], which shall constitute the Allocated Amount of Derivatives Exposure of all Loan Parties to the Derivatives Lender until this Administrative Agent's Confirmation is amended, terminated or replaced by a further Administrative Agent's Confirmation delivered by the Administrative Agent to the addressees hereof.

This confirmation is an Administrative Agent's Confirmation pursuant to Section 2.22 of the Credit Agreement.

DATED this day of , 20

Yours truly,

JPMorgan Chase Bank, N.A., Toronto Branch, as Administrative Agent

JOINDER AGREEMENT

THIS JOINDER AGREEMENT (this "Agreement"), dated as of _____, 20__ is entered into between _____, a _____ (the "New Subsidiary") and JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, in its capacity as administrative agent (the "Administrative Agent") under that certain Credit Agreement dated as of May 31, 2011 (as the same may be amended, modified, extended or restated from time to time, the "Credit Agreement") among Catalyst Paper Corporation, Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc. (the "Borrowers"), the other Loan Parties party thereto, the Lenders party thereto and the Administrative Agent for the Lenders. All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Credit Agreement.

The New Subsidiary and the Administrative Agent, for the benefit of the Lenders, hereby agree as follows:

1. The New Subsidiary hereby acknowledges, agrees and confirms that, by its execution of this Agreement, the New Subsidiary will be deemed to be a Loan Party under the Credit Agreement and a "Loan Guarantor" for all purposes of the Credit Agreement and shall have all of the obligations of a Loan Party and a Loan Guarantor thereunder as if it had executed the Credit Agreement. The New Subsidiary hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Credit Agreement, including without limitation (a) all of the representations and warranties of the Loan Parties set forth in Article III of the Credit Agreement, *[and]* (b) all of the covenants set forth in Article V and Article VI of the Credit Agreement *[and (c) all of the guarantee obligations set forth in Article X of the Credit Agreement. Without limiting the generality of the foregoing terms of this paragraph 1, the New Subsidiary, subject to the limitations set forth in Section 10.10 of the Credit Agreement, hereby guarantees, jointly and severally with the other Loan Guarantors, to the Administrative Agent and the Lenders, as provided in Article X of the Credit Agreement, the prompt payment and performance of the Guaranteed Obligations in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise) strictly in accordance with the terms thereof and agrees that if any of the Guaranteed Obligations are not paid or performed in full when due (whether at stated maturity, as a mandatory prepayment, by acceleration or otherwise), the New Subsidiary will, jointly and severally together with the other Loan Guarantors, promptly pay and perform the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, as a mandatory prepayment, by acceleration or otherwise) in accordance with the terms of such extension or renewal.]* *[The New Subsidiary has delivered to the Administrative Agent an executed Loan Guarantee.]*

2. If required, the New Subsidiary is, simultaneously with the execution of this Agreement, executing and delivering such Collateral Documents (and such other documents and instruments) as requested by the Administrative Agent in accordance with the Credit Agreement.

3. The address of the New Subsidiary for purposes of Section 9.01 of the Credit Agreement is as follows:

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4. The New Subsidiary hereby waives acceptance by the Administrative Agent and the Lenders of the Loan Guarantee by the New Subsidiary upon the execution of this Agreement by the New Subsidiary.

5. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

6. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE LAWS OF CANADA APPLICABLE THEREIN.

IN WITNESS WHEREOF, the New Subsidiary has caused this Agreement to be duly executed by its authorized officer, and the Administrative Agent, for the benefit of the Lenders, has caused the same to be accepted by its authorized officer, as of the day and year first above written.

[NEW SUBSIDIARY]

By: _____
Name:
Title:

Acknowledged and accepted:

JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH as Administrative Agent

By: _____
Name:
Title:

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EXHIBIT F-1

[FORM OF]
U.S. TAX CERTIFICATE

(For Non-U.S. [Lenders][Participants]¹ That Are Not Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of May 31, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") between, among others, Catalyst Paper Corporation, Catalyst Paper, Catalyst Paper Holdings Inc., Catalyst Paper (Snowflake) Inc., the other Loan Parties party thereto, each lender from time to time party thereto and JPMorgan Chase Bank, N.A., Toronto Branch, as Administrative Agent.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record and beneficial owner of the [Loan(s) (as well as any Note(s) evidencing such Loan(s))][participation] in respect of which it is providing this certificate, (ii) it is not a bank within the meaning of Section 881(c)(3)(A) of the Code, (iii) it is not a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code, (iv) it is not a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code and (v) the interest payments in question are not effectively connected with the undersigned's conduct of a U.S. trade or business.

The undersigned has furnished [the Administrative Agent and the Borrower Representative][its participating Lender] with a certificate of its non-U.S. person status on IRS Form W-8BEN. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform [the Borrower Representative and the Administrative Agent][such Lender] and (2) the undersigned shall have at all times furnished [the Borrower Representative and the Administrative Agent][such Lender] with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER OR PARTICIPANT]

By: _____
Name:
Title:

Date: _____, 20[]

¹ This form can be used for Lenders or Participants. Select the appropriate bracketed phrases.

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EXHIBIT F-2

**[FORM OF]
U.S. TAX CERTIFICATE**

(For Non-U.S. **[Lenders][Participants]**¹ That Are Partnerships For U.S. Federal Income Tax Purposes)

Reference is hereby made to the Credit Agreement dated as of May 31, 2011 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") between, among others, Catalyst Paper Corporation, Catalyst Paper, Catalyst Paper Holdings Inc., Catalyst Paper (Snowflake) Inc., the other Loan Parties party thereto, each lender from time to time party thereto and JPMorgan Chase Bank, N.A., Toronto Branch, as Administrative Agent.

Pursuant to the provisions of Section 2.17 of the Credit Agreement, the undersigned hereby certifies that (i) it is the sole record owner of the **[Loan(s) (as well as any Note(s) evidencing such Loan(s))][participation]** in respect of which it is providing this certificate, (ii) its partners/members are the sole beneficial owners of such **[Loan(s) (as well as any Note(s) evidencing such Loan(s))][participation]**, (iii) with respect to **[the extension of credit pursuant to this Credit Agreement][participation]**, neither the undersigned nor any of its partners/members is a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business within the meaning of Section 881(c)(3)(A) of the Code, (iv) none of its partners/members is a ten percent shareholder of any Borrower within the meaning of Section 871(h)(3)(B) of the Code, (v) none of its partners/members is a controlled foreign corporation related to any Borrower as described in Section 881(c)(3)(C) of the Code, and (vi) the interest payments in question are not effectively connected with the undersigned's or its partners/members' conduct of a U.S. trade or business.

The undersigned has furnished **[the Administrative Agent and the Borrower Representative][its participating Lender]** with IRS Form W-8IMY accompanied by an IRS Form W-8BEN from each of its partners/members claiming the portfolio interest exemption. By executing this certificate, the undersigned agrees that (1) if the information provided on this certificate changes, the undersigned shall promptly so inform **[the Borrower Representative and the Administrative Agent][such Lender]** and (2) the undersigned shall have at all times furnished **[the Borrower Representative and the Administrative Agent][such Lender]** with a properly completed and currently effective certificate in either the calendar year in which each payment is to be made to the undersigned, or in either of the two calendar years preceding such payments.

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

[NAME OF LENDER OR PARTICIPANT]

By: _____

Name:

Title:

Date: _____, 20[]

¹ This form can be used for Lenders and Participants. Select the appropriate bracketed phrases.

[FORM OF]
LANDLORD WAIVER

THIS LANDLORD'S WAIVER AND CONSENT ("Waiver and Consent") is made as of this ____ day of _____, between _____, a

("Landlord"), and JPMORGAN CHASE BANK, N.A., TORONTO BRANCH as administrative agent (together with its successors and assigns in such capacities, "Agent"), on its own behalf and on behalf of the secured parties (collectively, "Secured Parties") from time to time party to the Credit Agreement described below.

A. Landlord is the owner of real and immovable property commonly known as _____ (the "Premises").

B. Landlord has entered into that certain Lease Agreement dated as of _____ (together with all amendments and modifications thereto and waivers thereof, the "Lease") with _____ ("Company") with respect to the Premises.

C. Agent and Secured Parties have previously entered, or are about to enter, into a Credit Agreement ("Credit Agreement") with Company and to secure the obligations arising under such Credit Agreement, Company has granted to Agent, for its own benefit and the ratable benefit of Secured Parties, Company has granted to Agent and Secured Parties a security interest in and hypothecs and lien upon all the property of Company, including, without limitation, all of Company's cash, cash equivalents, goods, inventory, machinery, equipment, and furniture and trade fixtures (such as equipment bolted to floors), including all records and documents relating to such property, together with all additions, substitutions, replacements and improvements to, and proceeds of, the foregoing, but excluding building fixtures (such as plumbing, lighting and HVAC systems) (collectively, the "Collateral").

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

1. Landlord acknowledges that (a) the Lease is in full force and effect and (b) Landlord is not aware of any existing default under the Lease.
2. Landlord will use its best efforts to provide Agent with written notice of any default by Company under the Lease resulting in termination of the Lease (a "Default Notice"). Agent shall have at least 15 days following receipt of such Default Notice to cure such default, but neither Agent nor any Secured Party shall be under any obligation to cure any default by Company under the Lease. No action by Agent or any Secured Party pursuant to this Waiver and Consent shall be deemed to be an assumption by Agent or Secured Parties of any obligation under the Lease, and, except as provided in paragraphs 6 and 7 below, Agent shall not have any obligation to Landlord.
3. Landlord acknowledges the validity of Agent's liens on the Collateral and, until such time as the obligations of Company to Agent and Secured Parties are indefeasibly paid in full, Landlord waives any interest in the Collateral and agrees not to distraint or levy upon any Collateral or to assert any landlord lien, right of distraint or other claim against the Collateral for any reason.
4. Landlord agrees that the Collateral consisting of trade fixtures, such as equipment bolted to the floor, shall not be deemed a fixture or part of the real estate and shall at all times be considered personal and moveable property.

5. Prior to a termination of the Lease, Agent or its agents, representatives or invitees or any interim receiver, receiver, receiver-manager or other similar official appointed in respect of the Collateral (any "Receiver") may enter upon the Premises at any time without any charge or interference by Landlord to inspect or remove any or all of the Collateral, including, without limitation, by public auction or private sale pursuant to the provisions of paragraph 7 below.
6. Upon a termination of the Lease, Landlord will permit Agent and its agents, representatives and invitees and any Receiver to occupy and remain on the Premises; provided, that (a) such period of occupation (the "Disposition Period") shall not exceed up to 120 days following receipt by Agent of a Default Notice, or if the Lease has expired by its own terms (absent a default thereunder), up to 30 days following Agent's receipt of written notice of such expiration, (b) for the actual period of occupancy by Agent, Agent will pay to Landlord the basic rent due under the Lease pro-rated on a per diem basis determined on a 30-day month, and shall provide and retain liability and property insurance coverage, electricity and heat to the extent required by the Lease, and (c) such amounts paid by Agent to Landlord shall exclude any rent adjustments, indemnity payments or similar amounts for which the Company remains liable under the Lease for default, holdover status or other similar charges. If any injunction or stay is issued that prohibits Agent from removing the Collateral, the commencement of the Disposition Period will be deferred until such injunction or stay is lifted or removed.
7. During any Disposition Period, (a) Agent and its agents, representatives and invitees and any Receiver may inspect, repossess, remove and otherwise deal with the Collateral, and Agent may advertise and conduct public auctions or private sales of the Collateral at the Premises, in each case without interference by Landlord or liability of Agent or its agents, representatives or invitees or any Secured Party or any Receiver to Landlord, and (b) Agent shall make the Premises available for inspection by Landlord and prospective tenants and shall cooperate in Landlord's reasonable efforts to release the Premises. If Agent conducts a public auction or private sale of the Collateral at the Premises, Agent shall use reasonable efforts to notify Landlord first and to hold such public auction or private sale in a manner which would not unduly disrupt Landlord's or any other tenant's use of the Premises.
8. Agent shall promptly repair, at Agent's expense, or reimburse Landlord for any physical damage to the Premises actually caused by the conduct of such public auction or private sale and any removal of Collateral by or through Agent (ordinary wear and tear excluded). Neither Agent nor any Secured Party shall be liable for any diminution in value of the Premises caused by the absence of Collateral removed, and neither Agent nor any Secured Party shall have any duty or obligation to remove or dispose of any Collateral or any other property left on the Premises by Company.
9. Successors and Assigns. Landlord will notify any purchaser of the Premises, or any party obtaining a mortgage or other lien on the Premises of this Waiver and Consent. This Waiver and Consent shall be binding on the successors and assigns of the Landlord and inure to the benefit of the Agent and the Secured Parties and their successors and assigns.
10. Notices. All notices hereunder shall be in writing, sent by registered mail, return receipt requested or by telecopy, to the respective parties and the addresses set forth on the signature page or at such other address as the receiving party shall designate in writing.
11. Miscellaneous. This Waiver and Consent may be executed in any number of several counterparts, shall be governed and controlled by, and interpreted under, the laws of the Province of Ontario, and shall inure to the benefit of Agent and its successors and assigns and shall be binding upon Landlord and its successors and assigns (including any transferees of the Premises).

[signature page follows]

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IN WITNESS WHEREOF, this Waiver and Consent is entered into as of the date first set forth above.

Notice address:

Attention: _____
Telephone: _____
Facsimile: _____

Notice address:

c/o JPMorgan Chase Bank, N.A.
3 Park Plaza, Suite 900
Irvine, CA 92614

Attention: Annaliese Fisher, Vice President
Facsimile No: (949) 471-9872

with a copy to:

JPMorgan Chase Bank, N.A., Toronto Branch
200 Bay Street, South Tower, Suite 1800
Toronto, Ontario M5J 2J2

Attention: Agostino Marchetti
Facsimile No: (416) 981-2375

and to:

McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3

Attention: R.D. Jeffrey Rogers
Facsimile No: (416) 865-7048

"LANDLORD"

By: _____

Title: _____

Its: Duly Authorized Signatory

"AGENT"

JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH

By: _____

Its: Duly Authorized Signatory

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EXHIBIT H

**[FORM OF]
BAILEE WAIVER**

_____, 20__

**[NAME OF BAILEE]
[ADDRESS OF BAILEE]**

Re: **[NAME OF CREDIT PARTY] (the "Bailor")**

Ladies and Gentlemen:

This letter (the "Letter") is to advise _____ (the "Bailee") that the Bailor executed and delivered to JPMorgan Chase Bank, N.A., Toronto Branch, in its capacity as administrative agent for certain lenders (the "Agent") pursuant to an Amended and Restated Credit Agreement (as it may be modified, amended, renewed, extended, restated, or replaced from time to time, the "Credit Agreement"), pursuant to which the Bailor granted to the Agent a security interest in, among other things, all inventory of the Bailor, some of which is in possession of the Bailee from time to time (the "Controlled Inventory"). By executing this Letter, the Bailee acknowledges that from time to time the Bailee is in possession of Controlled Inventory and that, because of the Agent's interest in the Controlled Inventory, the instructions contained in this Letter are irrevocable and cannot be altered or amended without the prior written consent of the Agent. The Bailor's execution of this Letter is conclusive evidence to the Bailee of its confirmation of and agreement to the foregoing and of its agreement to be bound by all terms of this Letter on which the Bailee is entitled to rely for all purposes until written notice of termination of this Letter is given to the Bailee by the Agent.

The Bailee recognizes the Agent's continuing security interest in the Controlled Inventory and in the proceeds thereof. The Bailee covenants and agrees that the Controlled Inventory is and shall remain owned by the Bailor, and that the Agent may at any time and from time to time inspect, remove and/or repossess the Controlled Inventory while in possession of the Bailee without accountability to the Bailee therefor and free of any lien, security interest, right or claim which the Bailee may now or hereafter have, such right of the Agent being independent of any other right or remedy the Agent may have. The Bailee hereby authorizes and empowers the Agent to access the premises where the Controlled Inventory is located for the purposes of guarding and maintaining the Controlled Inventory, preparing and showing the same for sale and/or conducting a sale thereof. The Bailee hereby waives and releases, for the benefit of the Agent, its successors and assigns, any and all liens, security interests, rights and claims of every kind, whether statutory, contractual or by law, which the Bailee may now or hereafter have with respect to the Controlled Inventory, including, without limitation, any rights to seize, hold, restrain, levy upon, take possession of, sell or otherwise transfer or dispose of the Controlled Inventory and the Bailee further acknowledges and agrees that no negotiable warehouse receipts or documents of title will be issued covering the Controlled Inventory.

So long as no Default Period (hereinafter defined) is continuing, the Bailor may control the Controlled Inventory. From the date on which the Agent notifies the Bailee that an "Event of Default" (as defined in the Credit Agreement) has occurred and thereafter until the Bailee receives notice from the Agent that such Event of Default is no longer continuing and that no other Event of Default is continuing (such period being referred to herein as a "Default Period"), the Bailee, the Bailor and the Agent agree that the Agent shall have the exclusive right to direct the Bailee as to control of the Controlled Inventory, which

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includes, without limitation, the right to dispose of, repossess or remove the Controlled Inventory, and the Bailee shall not comply in any respect with any request or direction by the Bailor in connection with the Controlled Inventory, unless consented to in writing by the Agent.

At any time when the Bailee has possession of the Controlled Inventory, the Bailee agrees to prevent the commingling of the Controlled Inventory in its possession with other Inventory, goods or items in the Bailee's possession by clearly separating, dividing or otherwise isolating the Controlled Inventory from all such other items in the Bailee's possession. The Bailee will also clearly identify the Controlled Inventory as belonging to the Bailor, through the use of labels, tags, or other similar coding methods.

The Bailee will from time to time deliver to the Agent, upon the written request of the Agent (which request may be by facsimile transmission) and at the Bailor's cost and expense, such information regarding the Controlled Inventory as may be reasonably requested by the Agent, and the Bailee will notify the Agent promptly if the Bailee acquires knowledge that the Controlled Inventory shall become subject to any injunction, writ or warrant of attachment or garnishment, judgment, levy and execution, or similar process. The Bailee confirms in favour of the Agent that it has not, prior to the date hereof, executed in favour of any third party any document, instrument or agreement pursuant to which (a) the Bailee has acknowledged a security interest in the Controlled Inventory in favour of such third party, or (b) the Bailee has agreed to follow the instructions of such third party in respect of the Controlled Inventory.

The Bailor agrees that the Bailee shall be fully protected in acting on any notice or direction by the Agent relating to the Controlled Inventory without making any inquiry whatsoever as to the Agent's right or authority to give such notice or direction. Further, the Bailee shall have no liabilities to the Bailor or the Agent other than those imposed upon it by law for its own lack of good faith, gross negligence or wilful misconduct. The Bailee shall not be liable for consequential, indirect or special damages, even if the Bailee has been advised of the possibility of such damages. The Bailee shall not be liable for any failure or delay in performing any service under this Letter in the event and to the extent that such failure arises out of causes beyond the Bailee's control, including but not limited to war, civil commotion, an Act of God, fire, flood, explosion, sabotage, failure or interruption of electrical or other power supplies or of transportation services, compliance with governmental laws, regulations or orders, and strikes and lockouts.

The Bailor agrees to pay the Bailee's costs and expenses, including reasonable legal fees, in connection with the execution, delivery and administration of this Letter.

The Bailor and the Agent, jointly and severally, hereby agree to indemnify and save the Bailee harmless from and against any and all losses, costs and expenses arising out of the compliance by the Bailee with the terms of the instructions contained herein.

If the Bailor is unable to fulfill its obligations to the Bailee in respect of warehouse fees and other expenses payable by the Bailor to the Bailee in connection with the storage, handling and delivery of the Controlled Inventory (collectively, the "Storage Fees"), the Agent agrees that, as a condition to the Agent's rights of access to the Controlled Inventory and the Agent's rights of inspection, removal and/or repossession of the Controlled Inventory provided for in this Letter, it will pay to the Bailee all Storage Fees which remain unpaid as at the commencement of any Default Period together with any Storage Fees incurred during the continuance of a Default Period.

The Bailor acknowledges and agrees that (a) any amounts paid by the Agent to the Bailee hereunder shall constitute "Secured Obligations" of the Bailor for purposes of the Credit Agreement, and (b) that this Letter is a "Loan Document" as such term is defined in the Credit Agreement dated May 31, 2011 between the Agent and the Bailor, as borrower.

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This Letter may only be terminated by the Agent upon written notice to the Bailee.

This Letter may be execute in one or more counterparts by facsimile transmission, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement.

If the foregoing instructions, terms and agreements are acceptable to the Bailee, please indicate the Bailee's acceptance by signing this letter in the space provided below and returning it to the Bailor.

Sincerely,

[NAME OF LOAN PARTY]

By: _____
Name:
Title:

EXECUTION COPY

AGREED AND ACCEPTED:

JPMorgan Chase Bank, N.A., Toronto Branch

Address for Notice:

By: _____
Name:
Title:

c/o JPMorgan Chase Bank, N.A.
3 Park Plaza, Suite 900
Irvine, CA 92614

Attention: Annaliese Fisher, Vice President
Facsimile No: (949) 471-9872

with a copy to:

JPMorgan Chase Bank, N.A., Toronto Branch
200 Bay Street, South Tower, Suite 1800
Toronto, Ontario M5J 2J2

Attention: Agostino Marchetti
Facsimile No: (416) 981-2375

and to:

McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3

Attention: R.D. Jeffrey Rogers
Facsimile No: (416) 865-7048

[BAILEE]

By: _____
Name:
Title:

EXHIBIT I

FORM OF DERIVATIVES ALLOCATION NOTICE

[DATE]

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH

c/o JPMorgan Chase Bank, N.A.
 3 Park Plaza, Suite 900
 Irvine, CA 92614

Attention: Annaliese Fisher, Vice President
 Facsimile No: (949) 471-9872

-and-

200 Bay Street, South Tower, Suite 1800
 Toronto, Ontario
 M5J 2J2

Attention: Agostino Marchetti
 Facsimile No: (416) 981-2375

Ladies and Gentlemen:

We refer to the amended and restated credit agreement dated as of May 31, 2011, between, among others, Catalyst Paper Corporation and Catalyst Paper as Canadian Borrowers, Catalyst Paper Holdings, Inc. and Catalyst Paper (Snowflake) Inc., as US Borrowers, the other Loan Parties party thereto, the Lenders party thereto, and JPMorgan Chase Bank, N.A., Toronto Branch, as Administrative Agent (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time the "Credit Agreement"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Credit Agreement.

This notice is being delivered to the Agent by the applicable Loan Party and [●] (the "Derivatives Lender") pursuant to Section 2.23 of the Credit Agreement.

The applicable Loan Party and the Derivatives Lender hereby notify the Agent that the maximum aggregate amount of credit exposure which the Loan Parties and the Derivatives Lender wish to allocate to the Derivatives Lender in respect of Derivatives Transactions which may be entered into between any one or more of the Loan Parties and the Derivatives Lender from time to time under the Ancillary Credit Facilities is:

\$ _____ (Canadian \$ Equivalent)

Upon giving effect to this notice the maximum aggregate amount of credit exposure allocated to the Derivatives Lender in respect of Derivatives Transactions which may be entered into between any one of or more of the Loan Parties and the Derivatives Lender shall not result in the Maximum Ancillary Credit Facility Availability Limit being exceeded.

This notice is a Derivatives Allocation Notice pursuant to Section 2.23 of the Credit Agreement.

DATED this day of , 20_

EXECUTION COPY

Yours truly,
[LOAN PARTY]

By:

Title:

[DERIVATIVES LENDER]

By:

Authorized Signing Officer

EXHIBIT J

INTERCREDITOR CONSENT