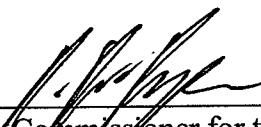


This is **Exhibit "C"** referred to in the Affidavit #1 of Jyotika Reddy made before me at Vancouver, British Columbia this 31st day of January 2012.


A Commissioner for the taking of Affidavits
for British Columbia



CORPORATION SERVICE COMPANY
www.cscglobal.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-A-327991
Project Id :
Additional Reference : NOT PROVIDED

Order# 027822-1
Order Date 12/15/2011

Subject :	CATALYST PAPER (SNOWFLAKE) INC.
Jurisdiction :	DE-SECRETARY OF STATE
Request for :	Federal Tax Lien Search
Thru Date :	December 05, 2011
Result :	Certified clear result retrieved
Followup :	Direct access search performed by Jurisdictional employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.



CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-A-327991

Project Id :

Additional Reference : NOT PROVIDED

Order# 027822-1
Order Date 12/15/2011

Subject :	CATALYST PAPER (SNOWFLAKE) INC.
Jurisdiction :	DE-SECRETARY OF STATE
Request for :	UCC Debtor Search
Thru Date :	December 05, 2011
Result :	Certified results retrieved
 Original :	 8
 Amendment :	 5
 Assignment :	 1
 Terminated :	 1
 Followup :	Direct access search performed by Jurisdictional employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

Delaware

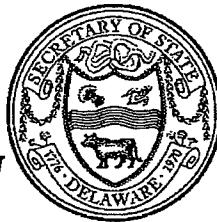
PAGE 1

The First State

CERTIFICATE

SEARCHED DECEMBER 15, 2011, AT 3:49 P.M.
FOR DEBTOR "CATALYST PAPER (SNOWFLAKE) INC."

1 OF	8 FINANCING STATEMENT	72343258
EXPIRATION DATE: JUNE 20, 2012		
DEBTOR:	ABITIBI CONSOLIDATED SALES CORPORATION SPUR ROUTE 277 SNOWFLAKE	ADDED 06-20-07 AZ 85937 REMOVED 04-10-08
DEBTOR:	CATALYST PAPER (SNOWFLAKE) INC. 2101 4TH AVENUE, SUITE 1950 SEATTLE	ADDED 04-10-08 WA 98121
SECURED:	SMURFIT-STONE CONTAINER ENTERPRISES, INC. 6 CITYPLACE DRIVE CREVE COEUR	ADDED 06-20-07 MO 63141
FILING HISTORY		
72343258	FILED 06-20-07	AT 4:37 P.M. FINANCING STATEMENT
81269263	FILED 04-10-08	AT 2:13 P.M. AMENDMENT
2 OF	8 FINANCING STATEMENT	81233756
EXPIRATION DATE: APRIL 8, 2013		
DEBTOR:	CATALYST PAPER (SNOWFLAKE) INC. 2ND FLOOR, 3600 LYSANDER LANE RICHMOND	ADDED 04-08-08 V7B 1C3
SECURED:	THE CANADA TRUST COMPANY 79 WELLINGTON STREET WEST 8TH FLOOR TORONTO	ADDED 04-08-08 M5K 1A2
FILING HISTORY		
81233756	FILED 04-08-08	AT 6:25 P.M. FINANCING STATEMENT
82775425	FILED 08-13-08	AT 6:37 P.M. TERMINATION
3 OF	8 FINANCING STATEMENT	82567491
EXPIRATION DATE: JULY 25, 2013		
DEBTOR:	CATALYST PAPER (SNOWFLAKE) INC. 277 SPUR NORTH SNOWFLAKE	ADDED 07-25-08 AZ 85937 REMOVED 03-11-10
DEBTOR:	CATALYST PAPER (SNOWFLAKE) INC. P.O. BOX 128, SPUR 277 NORTH	ADDED 03-11-10



20114821404UCXN

111298606

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9232254

DATE: 12-15-11

Delaware

PAGE 2

The First State

SECURED: SNOWFLAKE AZ 85937
 CIT BUSINESS CREDIT CANADA INC., AS COLLATERAL AGENT
 207 QUEENS QUAY WEST, SUITE 700 ADDED 07-25-08
 TORONTO M5J 1A7 REMOVED 06-02-11

SECURED: JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL
 AGENT
 3 PARK PLACE, ADDDED 06-02-11
 9TH FLOOR

IRVINE CA 92614
 F I L I N G H I S T O R Y
 82567491 FILED 07-25-08 AT 9:34 A.M. FINANCING STATEMENT
 00838379 FILED 03-11-10 AT 5:54 P.M. AMENDMENT
 00847628 FILED 03-11-10 AT 5:55 P.M. AMENDMENT
 12110842 FILED 06-02-11 AT 3:28 P.M. ASSIGNMENT

4 OF 8 FINANCING STATEMENT 00813018
 EXPIRATION DATE: MARCH 10, 2015

DEBTOR: CATALYST PAPER (SNOWFLAKE) INC.
 P.O. BOX 128, SPUR 277 NORTH ADDED 03-10-10
 SNOWFLAKE AZ 85937

SECURED: COMPUTERSHARE TRUST COMPANY OF CANADA, AS THE COLLATERAL
 TRUSTEE
 510 BURRARD 3RD FLOOR ADDED 03-10-10
 VANCOUVER V6C 3B9

F I L I N G H I S T O R Y
 00813018 FILED 03-10-10 AT 3:42 P.M. FINANCING STATEMENT
 01280332 FILED 04-13-10 AT 4:53 P.M. AMENDMENT

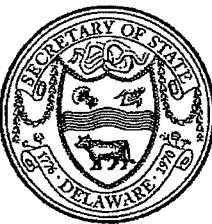
5 OF 8 FINANCING STATEMENT 01498520
 EXPIRATION DATE: APRIL 29, 2015

DEBTOR: CATALYST PAPER (SNOWFLAKE) INC
 SPUR 277 NORTH ADDED 04-29-10
 SNOWFLAKE AZ 85937

SECURED: BUCKMAN LABORATORIES, INC.
 1256 N. MCLEAN BLVD. ADDED 04-29-10
 MEMPHIS TN 38108

F I L I N G H I S T O R Y
 01498520 FILED 04-29-10 AT 2:50 P.M. FINANCING STATEMENT

6 OF 8 FINANCING STATEMENT 01672785



20114821404UCXN

111298606

WB
 Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9232254

DATE: 12-15-11

Delaware

PAGE 3

The First State

EXPIRATION DATE: MAY 13, 2015

DEBTOR: CATALYST PAPER (SNOWFLAKE) INC
PO BOX 128
SNOWFLAKE AZ 85937 ADDED 05-13-10

DEBTOR: CATALYST PAPER (SNOWFLAKE) INC
PO BOX 128 17 MI W OF SNOWFLAKE,
SPUR 277
SNOWFLAKE AZ 85937 ADDED 05-13-10

SECURED: WEAVEXX, LLC
51 FLEX WAY
YOUNGSVILLE NC 27596 ADDED 05-13-10

FILING HISTORY
01672785 FILED 05-13-10 AT 11:20 A.M. FINANCING STATEMENT
02191108 FILED 06-23-10 AT 1:57 P.M. AMENDMENT

7 OF 8 FINANCING STATEMENT 02275331
EXPIRATION DATE: JUNE 30, 2015

DEBTOR: CATALYST PAPER (SNOWFLAKE) INC
277 SPUR N
SNOWFLAKE AZ 85937 ADDED 06-30-10

SECURED: THERMO FISHER FINANCIAL SERVICES INC.
81 WYMAN STREET
WALTHAM MA 02454 ADDED 06-30-10

FILING HISTORY
02275331 FILED 06-30-10 AT 10:10 A.M. FINANCING STATEMENT

8 OF 8 FINANCING STATEMENT 12110404
EXPIRATION DATE: JUNE 2, 2016

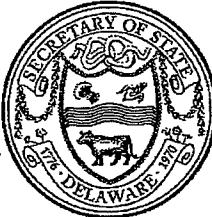
DEBTOR: CATALYST PAPER (SNOWFLAKE) INC.
277 SPUR NORTH
SNOWFLAKE AZ 85937 ADDED 06-02-11

SECURED: JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL
AGENT
3 PARK PLACE,
9TH FLOOR
IRVINE CA 92614 ADDED 06-02-11

FILING HISTORY
12110404 FILED 06-02-11 AT 3:21 P.M. FINANCING STATEMENT
END OF FILING HISTORY

20114821404UCXN

111298606



Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9232254

DATE: 12-15-11

Delaware

PAGE 4

The First State

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF DECEMBER 5, 2011 AT 11:59 P.M.

20114821404UCXN

111298606

A handwritten signature in black ink that appears to read "J. W. Bullock".
Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9232254

DATE: 12-15-11

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Philip R. Kirkpatrick 3146565715

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

SMURFIT-STONE CONTAINER CORPORATION

6 CITYPLACE DRIVE

CREVE COEUR MO 63141

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:37 PM 06/20/2007
 INITIAL FILING # 2007 2343258

SRV: 070732487

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME ABITIBI CONSOLIDATED SALES CORPORATION				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS SPUR ROUTE 277		CITY SNOWFLAKE	STATE AZ	POSTAL CODE 85937
1e. TYPE OF ORGANIZATION CORPORATION		1f. JURISDICTION OF ORGANIZATION DE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME SMURFIT-STONE CONTAINER ENTERPRISES, INC.				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 6 CITYPLACE DRIVE		CITY CREVE COEUR	STATE MO	POSTAL CODE 63141
COUNTRY US				

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) ADDITIONAL FEE [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

UCC FINANCING STATEMENT ADDENDUM - COLLATERAL

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT		
9a. ORGANIZATION'S NAME ABITIBI CONSOLIDATED SALES CORPORATION		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME/SUFFIX

This FINANCING STATEMENT covers the following collateral

Any and all interests that Debtor may have in the following assets:

Primary Headbox # 242-2517

Type: Converflo

Manf: Beloit, 1971

S/N: Machine S/N A439

Secondary Headbox # 242-2908

Type: Step Diffuser

Manf: Sulzer Escher Wyss

S/N: X-1126

Machine

Type: Beloit Fourdriner
Wire Width - 166 in.

S/N: A439

Winder # 242-3000

Type: Beloit Winder M18

Manf: Beloit

S/N: Machine S/N A439

Strapper #272-2015

Type: Roller Strapper

Manf: Lamb-Grays Harbor Co

S/N: 950612

and together with all accessories, parts, upgrades, renewals and replacements of, and repairs, improvements and accessions to the above equipment and any insurance proceeds or revenue derived from the sale or other disposition of the above referenced equipment.

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 02:13 PM 04/10/2008
INITIAL FILING # 2007 2343258
AMENDMENT # 2008 1269263
SRV: 080414834

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

Jeff Boyle (212) 299-5600

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
1133 Avenue of the Americas, Suite 3100
New York, NY 10036

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

2007 2343258 (Filed 06/20/2007)

1b. This FINANCING STATEMENT AMENDMENT is
to be filed [for record] (or recorded) in the
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME Abitibi Consolidated Sales Corporation			
OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME Catalyst Paper (Snowflake) Inc.			
OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS 2101 4th Avenue, Suite 1950	CITY Seattle	STATE WA	POSTAL CODE 98121	COUNTRY USA
---	------------------------	--------------------	-----------------------------	-----------------------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION Corporation	7f. JURISDICTION OF ORGANIZATION Delaware	7g. ORGANIZATIONAL ID #, if any 4506479	<input type="checkbox"/> NONE
----------------------	---	--	---	---	-------------------------------

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME SMURFIT-STONE CONTAINER ENTERPRISES, INC.			
OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

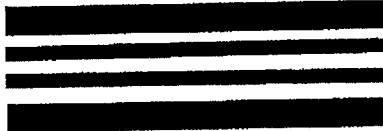
10. OPTIONAL FILER REFERENCE DATA

Delaware Secretary of State

52327-2

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:25 PM 04/08/2008
INITIAL FILING # 2008 1233756

SRV: 080407541



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – Insert only one debtor name (1a or 1b) – do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME Catalyst Paper (Snowflake) Inc.	FIRST NAME	MIDDLE NAME	SUFFIX
	1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 2nd Floor, 3600 Lysander Lane	CITY Richmond BC	STATE	POSTAL CODE V7B 1C3	COUNTRY Canada
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any
<input type="checkbox"/> NONE				

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – Insert only one debtor name (2a or 2b) – do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L. INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
<input type="checkbox"/> NONE				

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR SP) – Insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME The Canada Trust Company	FIRST NAME	MIDDLE NAME	SUFFIX
	3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 79 Wellington Street West, 8th Floor	CITY Toronto, ON	STATE	POSTAL CODE M5K 1A2	COUNTRY Canada

This FINANCING STATEMENT covers the following collateral:

All assets of the Debtor.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOU	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING		
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)					<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA Filed in the office of the Secretary of State of Delaware								

FILING OFFICE COPY – UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:37 PM 08/13/2008
INITIAL FILING # 2008 1233756
AMENDMENT # 2008 2775425
SRV: 080871287

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
#2008 1233756 filed on 04/08/2008

1b. This FINANCING STATEMENT AMENDMENT is
 to be filed [or record] (or recorded) in the
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address. Please refer to the detailed instructions DELETE name: Give record name
regards to changing the name/address of a party. to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also Item 7c;
also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment, if this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

The Canada Trust Company

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with the Delaware Secretary of State -- Debtor: Catalyst Paper (Snowflake) Inc.

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 09:34 AM 07/25/2008
INITIAL FILING # 2008 2567491

SRV: 080816996

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not combine or create names

1a. ORGANIZATION'S NAME
Catalyst Paper (Snowflake) Inc.

OR

1b. INDIVIDUAL'S LAST NAME

1c. MAILING ADDRESS
277 Spur North

1d. SEE INSTRUCTIONS ADD'L INFO RE 1e. TYPE OF ORGANIZATION
ORGANIZATION
DEBTOR corporation

1f. JURISDICTION OF ORGANIZATION
Delaware

1g. ORGANIZATIONAL ID #, if any
4506479

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not combine or create names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME

2c. MAILING ADDRESS

2d. SEE INSTRUCTIONS ADD'L INFO RE 2e. TYPE OF ORGANIZATION
ORGANIZATION
DEBTOR

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OR ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
CIT Business Credit Canada Inc., as Collateral Agent

OR

3b. INDIVIDUAL'S LAST NAME

3c. MAILING ADDRESS
207 Queen's Quay West, Suite 700

3d. FIRST NAME

3e. MIDDLE NAME

3f. SUFFIX

3g. CITY

3h. STATE

3i. POSTAL CODE
ON M5J 1A7

3j. COUNTRY
Canada

4. THIS FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed for record (or recorded) in the REAL
ESTATE RECORDS. Attach Addendum. Check to REQUEST SEARCH REPORT(S) on Debtor(s)
(optional) ADDITIONAL FEE

7. OPTIONAL FILER REFERENCE DATA
File with Delaware Secretary of State

6661597-009

Exhibit A

This financing statement covers all of the following assets of Catalyst Paper (Snowflake) Inc. (as referred to on this Exhibit A, the "Debtor"), whether now existing and hereafter arising.

- (a) all Inventory, including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, supplies and goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (b) all Goods;
- (c) all Accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (d) all Equipment of Debtor and in any event, motor vehicles;
- (e) all Fixtures of Debtor;
- (f) all monies and claims for monies now or hereafter due and payable in connection with any or all of the property described in clauses (a) through (e) of this Exhibit A, all present and future acquired Deposit Accounts and other accounts of each Debtor, all cash, cash equivalents and other monies of the Debtor and all cash and non-cash proceeds of the foregoing;
- (g) all Documents, Chattel Paper, Instruments, Securities, financial assets and Investment Property in connection with clauses (a) through (f) of this Exhibit A;
- (h) all Commercial Tort Claims arising in connection with any or all of the property described clauses (a) through (f) of this Exhibit A;
- (i) all letters of credit, Letter-of-Credit Rights and Supporting Obligations in connection with clauses (a) through (f) of this Exhibit A; and
- (j) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in this Exhibit A; and
- (k) all Proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in this Exhibit A, including the proceeds of such proceeds, tort claims, insurance claims, and other rights to payment not otherwise included in the foregoing and products of the foregoing.

The defined terms used herein and not defined herein have the meanings assigned to such terms in the Uniform Commercial Code as in effect in the State of New York or, when the laws of any other jurisdiction govern the perfection or enforcement of any lien, the Uniform Commercial Code of such jurisdiction.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:54 PM 03/11/2010
INITIAL FILING # 2008 2567491
AMENDMENT # 2010 0838379
SRV: 100272421

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # #2008 2567491 Filed on 07/25/2008	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] or recorded in the REAL ESTATE RECORDS.			
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.				
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
4. <input type="checkbox"/> ASSIGNMENT (full or partial). Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 8.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions	<input type="checkbox"/> DELETE name: Give record name to be deleted in item 8a or 8b.	<input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c, also complete items 7e-7g (if applicable).		
6. CURRENT RECORD INFORMATION:				
OR	6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:				
7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

This financing statement covers all assets of the debtor whether now existing or hereafter arising, except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY or RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.				
OR	9a. ORGANIZATION'S NAME			
OR	CIT Business Credit Canada Inc., as Collateral Agent			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with the Delaware Secretary of State -- Debtor: Catalyst Paper (Snowflake) Inc.

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Credit Agreement means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March 10, 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Inc., as Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

Debt has the meaning set forth in the Credit Agreement.

Equipment has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied

in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent's lien on any asset pursuant to this financing statement.

"Excluded Equipment" means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

"Excluded Equity Interests" means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

"Excluded Interest" means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an *"Interest"*) to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Credit Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Credit Agreement.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 05:55 PM 03/11/2010
 INITIAL FILING # 2008 2567491
 AMENDMENT # 2010 0847628
 SRV: 100272513

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # #2008 2567491 filed on 07/25/2008		1b. This FINANCING STATEMENT AMENDMENT is <input type="checkbox"/> to be filed [or record] (or recorded) in the REAL ESTATE RECORDS.							
2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.									
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.									
4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.									
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input checked="" type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).									
6. CURRENT RECORD INFORMATION:									
<table border="1"> <tr> <td>6a. ORGANIZATION'S NAME Catalyst Paper (Snowflake) Inc.</td> <td>OR</td> <td>6b. INDIVIDUAL'S LAST NAME</td> <td>FIRST NAME</td> <td>MIDDLE NAME</td> <td>SUFFIX</td> </tr> </table>				6a. ORGANIZATION'S NAME Catalyst Paper (Snowflake) Inc.	OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
6a. ORGANIZATION'S NAME Catalyst Paper (Snowflake) Inc.	OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX				
7. CHANGED (NEW) OR ADDED INFORMATION:									
<table border="1"> <tr> <td>7a. ORGANIZATION'S NAME Catalyst Paper (Snowflake) Inc.</td> <td>OR</td> <td>7b. INDIVIDUAL'S LAST NAME</td> <td>FIRST NAME</td> <td>MIDDLE NAME</td> <td>SUFFIX</td> </tr> </table>				7a. ORGANIZATION'S NAME Catalyst Paper (Snowflake) Inc.	OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7a. ORGANIZATION'S NAME Catalyst Paper (Snowflake) Inc.	OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX				
<table border="1"> <tr> <td>7c. MAILING ADDRESS P.O. Box 128, Spur 277 North</td> <td>CITY Snowflake</td> <td>STATE AZ</td> <td>POSTAL CODE 85937</td> <td>COUNTRY USA</td> </tr> </table>				7c. MAILING ADDRESS P.O. Box 128, Spur 277 North	CITY Snowflake	STATE AZ	POSTAL CODE 85937	COUNTRY USA	
7c. MAILING ADDRESS P.O. Box 128, Spur 277 North	CITY Snowflake	STATE AZ	POSTAL CODE 85937	COUNTRY USA					
7d. SEE INSTRUCTIONS <input type="checkbox"/> ADD'L INFO RE <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> DEBTOR	7e. TYPE OF ORGANIZATION corporation	7f. JURISDICTION OF ORGANIZATION Delaware	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE						

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.											
<table border="1"> <tr> <td>9a. ORGANIZATION'S NAME CIT Business Credit Canada Inc., as Collateral Agent</td> <td>OR</td> <td>9b. INDIVIDUAL'S LAST NAME</td> <td>FIRST NAME</td> <td>MIDDLE NAME</td> <td>SUFFIX</td> </tr> </table>						9a. ORGANIZATION'S NAME CIT Business Credit Canada Inc., as Collateral Agent	OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
9a. ORGANIZATION'S NAME CIT Business Credit Canada Inc., as Collateral Agent	OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX						

10. OPTIONAL FILER REFERENCE DATA File with the Delaware Secretary of State					
--	--	--	--	--	--

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dewey & LeBoeuf LLP
333 South Grand Avenue, 26th Floor
Los Angeles, California 90071
Attention: Marshall Stoddard, Jr., Esq.

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:28 PM 06/02/2011
INITIAL FILING # 2008 2567491
AMENDMENT # 2011 2110842
SRV: 110682607

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
File No. 20082567491 filed on 7/25/08 with the Delaware Secretary of State

1b. This FINANCING STATEMENT AMENDMENT is
to be filed [or record] (or recorded) in the
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions DELETE name: Give record name
to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c,
also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT					
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX					
7c. MAILING ADDRESS 3 Park Plaza, 9th Floor		CITY Irving	STATE CA	POSTAL CODE 92614	COUNTRY USA
7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR		7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION		7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

8. AMENDMENT (COLLATERAL CHANGE): check only one box

— Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment. If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment)

9a. ORGANIZATION'S NAME CIT Business Credit Canada Inc., as Collateral Agent			
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			

10. OPTIONAL FILER REFERENCE DATA

Presented for filing to the Delaware Secretary of State / 265656 / 101481.000021 / Debtor: Catalyst Paper (Snowflake) Inc.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
CT CORPORATION
 4400 Easton Commons Way, Suite 125
 Columbus Ohio 43216

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:42 PM 03/10/2010
 INITIAL FILING # 2010 0813018

SRV: 100266426

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Catalyst Paper (Snowflake) Inc.	FIRST NAME	MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME	CITY	STATE	POSTAL CODE
1c. MAILING ADDRESS P.O. Box 128, Spur 277 North	Snowflake	AZ	85937
1d. SEE INSTRUCTIONS ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 4506479
<input type="checkbox"/> NONE			
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names			
2a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME	CITY	STATE	POSTAL CODE
2c. MAILING ADDRESS	Vancouver	BC	V6C 3B9
2d. SEE INSTRUCTIONS ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
<input type="checkbox"/> NONE			

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Computershare Trust Company of Canada, as the Collateral Trustee	FIRST NAME	MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME	CITY	STATE	POSTAL CODE
3c. MAILING ADDRESS 510 Burrard 3rd floor	Vancouver	BC	V6C 3B9
3d. COUNTRY Canada			

4. This FINANCING STATEMENT covers the following collateral:

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [or record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable]	[ADDITIONAL FEE]			All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

FILE W/ DESOS

778937950741

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Credit Agreement means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March [10], 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

Debt has the meaning set forth in the Credit Agreement.

Equipment has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent's lien on any asset pursuant to this financing statement.

Excluded Equipment means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

Excluded Equity Interests means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

Excluded Interest means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an *"Interest"*) to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

Fair Market Value means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

GAAP means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

Guarantor has the meaning set forth in the Credit Agreement.

Intercreditor Agreement means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

Person means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

Property of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Credit Agreement.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
 CT CORPORATION
 Attn: John Salvage
 4400 Easton Commons Way, Suite 125
 Columbus Ohio 43219

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:53 PM 04/13/2010
 INITIAL FILING # 2010 0813018
 AMENDMENT # 2010 1280332
 SRV: 100379722

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 20100813018 (DESOS 03/10/2010)	1b. This FINANCING STATEMENT AMENDMENT is <input type="checkbox"/> to be filed [or record] (or recorded) in the REAL ESTATE RECORDS.				
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.					
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.					
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.					
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address. Please refer to the detailed instructions in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in Item 6a or 6b. <input type="checkbox"/> ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7e-7g (if applicable).					
6. CURRENT RECORD INFORMATION:					
6a. ORGANIZATION'S NAME Catalyst Paper (Snowflake) Inc.					
OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
7. CHANGED (NEW) OR ADDED INFORMATION:					
7a. ORGANIZATION'S NAME					
OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Computershare Trust Company of Canada, as the Collateral Trustee			
OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILE W/ DESOS

7816832-5

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Indenture or the Intercreditor Agreement.

Definitions:

"Capitalized Lease Obligations" means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

"Company" means Catalyst Paper Corporation.

"Debt" has the meaning set forth in the Indenture.

"Excluded Equipment" means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

"Excluded Equity Interests" means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

"Excluded Interest" means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible

referred to solely for purposes of this definition as an "*Interest*") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Indenture.

"Indenture" means the indenture dated as of March 10, 2010, among Catalyst Paper Corporation, as issuer, Catalyst Paper Holdings Inc., Catalyst Paper (Snowflake) Inc., Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper, Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, Wilmington Trust FSB, as trustee, and Computershare Trust Company of Canada, as collateral trustee, as the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Indenture.

"Subsidiaries" has the meaning set forth in the Indenture.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

9165647800

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

UCC EZFILE

2020 HORLEY WAY STE. 350

SACRAMENTO CA 95825

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 02:50 PM 04/29/2010
 INITIAL FILING # 2010 1498520

SRV: 100441725

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME CATALYST PAPER (SNOWFLAKE) INC.				
OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				
1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY SPUR 277 NORTH SNOWFLAKE AZ 85937 US				
1e. TYPE OF ORGANIZATION		1f. JURISDICTION OF ORGANIZATION		
CORPORATION		DE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				
2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY				
2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME BUCKMAN LABORATORIES, INC.				
OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				
3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY 1256 N. MCLEAN BLVD. MEMPHIS TN 38108 US				

4. This FINANCING STATEMENT covers the following collateral:

Collateral Description - please see attachment

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] <input type="checkbox"/> [optional]	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA DE SOS				

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	8008335778
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<p>UCC DIRECT SERVICES 2727 ALLEN PARKWAY SUITE 1000 HOUSTON TX 77019</p>	

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 11:20 AM 05/13/2010
INITIAL FILING # 2010 1672785

SRV: 100503212

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME CATALYST PAPER (SNOWFLAKE) INC.				
OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS PO BOX 128 17 MI W OF SNOWFLAKE, SPUR 277 CITY SNOWFLAKE STATE AZ POSTAL CODE 85937 COUNTRY US				
1e. TYPE OF ORGANIZATION CORPORATION		1f. JURISDICTION OF ORGANIZATION DE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME CATALYST PAPER (SNOWFLAKE) INC.				
OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS PO BOX 128 CITY SNOWFLAKE STATE AZ POSTAL CODE 85937 COUNTRY US				
2e. TYPE OF ORGANIZATION CORPORATION		2f. JURISDICTION OF ORGANIZATION DE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME WEAVEXX, LLC				
OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 51 FLEX WAY CITY YOUNGSVILLE STATE NC POSTAL CODE 27596 COUNTRY US				

4. This FINANCING STATEMENT covers the following collateral:

Consigned inventory described as fabrics/rolls for machines

6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) [ADDITIONAL FEE]	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA DE-0-41812758				

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	
8008335778	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
<p><input type="checkbox"/> UCC DIRECT SERVICES 2727 ALLEN PARKWAY SUITE 1000 HOUSTON TX 77019</p>	

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 01:57 PM 06/23/2010
 INITIAL FILING # 2010 1672785
 AMENDMENT # 2010 2191108
 SRV: 100683507

1a. INITIAL FINANCING STATEMENT FILE # 2010 1672785	1b. This FINANCING STATEMENT AMENDMENT is <input type="checkbox"/> to be filed [or record] (or recorded) in the <input type="checkbox"/> REAL ESTATE RECORDS.				
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.					
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.					
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 9.					
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new <input type="checkbox"/> name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name <input type="checkbox"/> to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).					
6. CURRENT RECORD INFORMATION:					
6a. ORGANIZATION'S NAME					
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7. CHANGED (NEW) OR ADDED INFORMATION:					
7a. ORGANIZATION'S NAME					
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
7e. TYPE OF ORGANIZATION		7f. JURISDICTION OF ORGANIZATION			

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

Goods Supplied By Weavexx, LLC As Consignor To CATALYST PAPER (SNOWFLAKE) INC. As Consignee Of Paper Machine Clothing Including: Press Felts, Forming Fabrics And Dryer Fabrics.

9. NAME of SECURED PARTY or RECORD AUTHORIZING THIS AMENDMENT

Weavexx, LLC
 10. OPTIONAL FILER REFERENCE DATA

DE-0-42157969

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]	8008335778
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
UCC DIRECT SERVICES 2727 ALLEN PARKWAY SUITE 1000 HOUSTON TX 77019	

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 10:10 AM 06/30/2010
 INITIAL FILING # 2010 2275331

SRV: 100703310

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME CATALYST PAPER (SNOWELAKE) INC.				
OR 1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 277 SPUR N	CITY SNOWELAKE	STATE AZ	POSTAL CODE 85937	
		COUNTRY US		
1e. TYPE OF ORGANIZATION CORPORATION	1f. JURISDICTION OF ORGANIZATION DE			

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	
		COUNTRY		
2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION			

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME THERMO FISHER FINANCIAL SERVICES INC.			
OR 3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 81 WIMAN STREET	CITY WALTHAM	STATE MA	POSTAL CODE 02454
		COUNTRY US	

4. This FINANCING STATEMENT covers the following collateral:

1 XLP 303A Lead Paint, Thin Film & Soils Analyzer

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable] 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional] All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

DE-0-42196475

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dewey & LeBoeuf LLP
 333 South Grand Avenue, 26th Floor
 Los Angeles, California 90071
 Attention: Marshall C. Stoddard, Jr., Esq.

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:21 PM 06/02/2011
 INITIAL FILING # 2011 2110404

SRV: 110682537

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

CATALYST PAPER (SNOWFLAKE) INC.

OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
277 Spur North		Snowflake	AZ	85937	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
		Corporation	Delaware	DE 4506479	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR'S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT

OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
3 Park Plaza, 9th Floor		Irvine	CA	92614	USA

4. This FINANCING STATEMENT covers the following collateral:

ALL PERSONAL PROPERTY AND OTHER ASSETS NOW OWNED BY DEBTOR OR HERAFTER ACQUIRED BY DEBTOR,
AND ALL PROCEEDS THEREFROM.5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING6. This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL Check to REQUEST SEARCH REPORT(S) on Debtor(s)
ESTATE RECORDS. Attach Addendum ADDITIONAL FEE(s) optional All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Presented for filing with the Delaware Secretary of State / 265643 / 101481.000021



CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-A-327993
Project Id :
Additional Reference : NOT PROVIDED

Order# 027822-3
Order Date 12/15/2011

Subject :	CATALYST PAPER HOLDINGS INC.
Jurisdiction :	DE-SECRETARY OF STATE
Request for :	Federal Tax Lien Search
Thru Date :	December 05, 2011
Result :	Certified clear result retrieved
Followup :	Direct access search performed by Jurisdictional employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.



CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-A-327993
Project Id :
Additional Reference : NOT PROVIDED

Order# 027822-3
Order Date 12/15/2011

Subject :	CATALYST PAPER HOLDINGS INC.
Jurisdiction :	DE-SECRETARY OF STATE
Request for :	UCC Debtor Search
Thru Date :	December 05, 2011
Result :	Certified results retrieved
Original :	4
Amendment :	2
Assignment :	1
Terminated :	1
Followup :	Direct access search performed by Jurisdictional employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOW LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

Delaware

PAGE 1

The First State

CERTIFICATE

SEARCHED DECEMBER 15, 2011, AT 3:51 P.M.
FOR DEBTOR "CATALYST PAPER HOLDINGS INC."

1 OF	4 FINANCING STATEMENT	81233772
EXPIRATION DATE: APRIL 8, 2013		
DEBTOR:	CATALYST PAPER HOLDINGS INC.	
	2ND FLOOR, 3600 LYSANDER LANE	ADDED 04-08-08
	RICHMOND	V7B 1C3
SECURED:	THE CANADA TRUST COMPANY	
	79 WELLINGTON STREET WEST	ADDED 04-08-08
	8TH FLOOR	
	TORONTO	M5K 1A2
F I L I N G H I S T O R Y		
81233772	FILED 04-08-08 AT 6:26 P.M.	FINANCING STATEMENT
82775441	FILED 08-13-08 AT 6:37 P.M.	TERMINATION
2 OF	4 FINANCING STATEMENT	82567509
EXPIRATION DATE: JULY 25, 2013		
DEBTOR:	CATALYST PAPER HOLDINGS INC.	
	2101 FOURTH AVENUE, SUITE 1950	ADDED 07-25-08
	SEATTLE	WA 98121
SECURED:	CIT BUSINESS CREDIT CANADA INC., AS COLLATERAL AGENT	
	207 QUEENS QUAY WEST, SUITE 700	ADDED 07-25-08
	TORONTO	M5J 1A7 REMOVED 06-02-11
SECURED:	JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL	
	AGENT	
	3 PARK PLACE,	ADDED 06-02-11
	9TH FLOOR	
	IRVINE	CA 92614
F I L I N G H I S T O R Y		
82567509	FILED 07-25-08 AT 9:35 A.M.	FINANCING STATEMENT
00838411	FILED 03-11-10 AT 5:56 P.M.	AMENDMENT
12110685	FILED 06-02-11 AT 3:26 P.M.	ASSIGNMENT
3 OF	4 FINANCING STATEMENT	00813182
EXPIRATION DATE: MARCH 10, 2015		
DEBTOR:	CATALYST PAPER HOLDINGS INC.	
	2101 FOURTH AVENUE, SUITE 1950	ADDED 03-10-10



20114821438UCXN

111298616

AUTHENTICATION: 9232259

DATE: 12-15-11

Jeffrey W. Bullock, Secretary of State

Delaware

PAGE 2

The First State

SEATTLE WA 98121

SECURED: COMPUTERSHARE TRUST COMPANY OF CANADA, AS THE COLLATERAL
TRUSTEE

510 BURRARD 3RD FLOOR ADDDED 03-10-10

VANCOUVER V6C 3B9

F I L I N G H I S T O R Y

00813182 FILED 03-10-10 AT 3:48 P.M. FINANCING STATEMENT

01280381 FILED 04-13-10 AT 4:54 P.M. AMENDMENT

4 OF 4 FINANCING STATEMENT 12110297

EXPIRATION DATE: JUNE 2, 2016

DEBTOR: CATALYST PAPER HOLDINGS INC. ADDDED 06-02-11

2101 FOURTH AVENUE,

SUITE 1950

SEATTLE WA 98121

SECURED: JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL
AGENT

3 PARK PLACE, ADDDED 06-02-11

9TH FLOOR

IRVINE CA 92614

F I L I N G H I S T O R Y

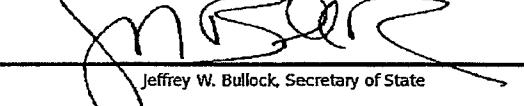
12110297 FILED 06-02-11 AT 3:18 P.M. FINANCING STATEMENT
E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE
ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING
STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS
FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF DECEMBER
5, 2011 AT 11:59 P.M.



20114821438UCXN

111298616


Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9232259

DATE: 12-15-11

SRV: 080407549

[REDACTED]

UCC FINANCING STATEMENT
FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

v

^
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Catalyst Paper Holdings Inc.		1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
OR	2c. MAILING ADDRESS 2nd Floor, 3600 Lysander Lane		CITY Richmond BC		STATE	POSTAL CODE V7B 1C3	COUNTRY Canada
	1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
OR	2c. MAILING ADDRESS		CITY		STATE	POSTAL CODE	COUNTRY
	2d. SEE INSTRUCTIONS	ADD'L. INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR SIP) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME The Canada Trust Company		3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
OR	3c. MAILING ADDRESS 79 Wellington Street West, 8th Floor		CITY Toronto, ON		STATE	POSTAL CODE M5K 1A2	COUNTRY Canada

This FINANCING STATEMENT covers the following collateral:

All assets of the Debtor.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEELESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEEBAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2					
8. OPTIONAL FILER REFERENCE DATA Filed in the office of the Secretary of State of Delaware						

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:37 PM 08/13/2008
INITIAL FILING # 2008 1233772
AMENDMENT # 2008 2775441
SRV: 080871292

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # #2008 1233772 filed on 04/08/2008	1b. This FINANCING STATEMENT AMENDMENT is <input type="checkbox"/> to be filed [for record] or recorded in the REAL ESTATE RECORDS			
2. <input checked="" type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.				
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c, and also give name of assignor in Item 9.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address; Please refer to the detailed instructions <input type="checkbox"/> DELETE name: Give record name in regards to changing the name/address of a party. <input type="checkbox"/> ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7a-7g (if applicable).				
6. CURRENT RECORD INFORMATION:				
6a. ORGANIZATION'S NAME				
OR 6b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:				
7a. ORGANIZATION'S NAME				
OR 7b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

B. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME The Canada Trust Company			
OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with the Delaware Secretary of State — Debtor: Catalyst Paper Holdings Inc.

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 09:35 AM 07/25/2008
INITIAL FILING # 2008 2567509

SRV: 080816991

[REDACTED]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY.

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

[REDACTED]

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Catalyst Paper Holdings Inc.

OR 1b. INDIVIDUAL'S LAST NAME

[REDACTED]

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

2101 Fourth Avenue, Suite 1950

CITY

STATE

POSTAL CODE

COUNTRY

1d. SEE INSTRUCTIONS

1e. ADD'L INFO RE

ORGANIZATION

DEBTOR

corporation

1f. TYPE OF ORGANIZATION

[REDACTED]

[REDACTED]

[REDACTED]

Delaware

1g. JURISDICTION OF ORGANIZATION

[REDACTED]

[REDACTED]

[REDACTED]

2337465

[REDACTED]

[REDACTED]

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

[REDACTED]

OR 2b. INDIVIDUAL'S LAST NAME

[REDACTED]

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

[REDACTED]

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

2e. ADD'L INFO RE

ORGANIZATION

DEBTOR

corporation

2f. TYPE OF ORGANIZATION

[REDACTED]

[REDACTED]

[REDACTED]

2g. JURISDICTION OF ORGANIZATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

CIT Business Credit Canada Inc., as Collateral Agent

OR 3b. INDIVIDUAL'S LAST NAME

[REDACTED]

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

[REDACTED]

CITY

STATE

POSTAL CODE

COUNTRY

207 Queen's Quay West, Suite 700

Toronto

ON

M5J 1A7

Canada

4. THIS FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BALEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING	
6. THE FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum if applicable.		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [REDACTED]			All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

File with Delaware Secretary of State

601597-007

Exhibit A

This financing statement covers all of the following assets of Catalyst Paper Holdings Inc. (as referred to on this Exhibit A, the "Debtor"), whether now existing and hereafter arising.

- (a) all Inventory, including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, supplies and goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (b) all Goods;
- (c) all Accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (d) all monies and claims for monies now or hereafter due and payable in connection with any or all of the property described in clauses (a) through (c) of this Exhibit A, all present and future acquired Deposit Accounts and other accounts of each Debtor, all cash, cash equivalents and other monies of the Debtor and all cash and non-cash proceeds of the foregoing;
- (e) all Documents, Chattel Paper, Instruments, Securities, financial assets and Investment Property in connection with clauses (a) through (d) of this Exhibit A;
- (f) all Commercial Tort Claims arising in connection with any or all of the property described clauses (a) through (d) of this Exhibit A;
- (g) all letters of credit, Letter-of-Credit Rights and Supporting Obligations in connection with clauses (a) through (d) of this Exhibit A; and
- (h) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in this Exhibit A; and
- (i) all Proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in this Exhibit A, including the proceeds of such proceeds, tort claims, insurance claims, and other rights to payment not otherwise included in the foregoing and products of the foregoing.

The defined terms used herein and not defined herein have the meanings assigned to such terms in the Uniform Commercial Code as in effect in the State of New York or, when the laws of any other jurisdiction govern the perfection or enforcement of any lien, the Uniform Commercial Code of such jurisdiction.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

[A. NAME & PHONE OF CONTACT AT FILER [optional]]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:56 PM 03/11/2010
INITIAL FILING # 2008 2567509
AMENDMENT # 2010 0838411
SRV: 100272430

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # #2008 2567509 filed on 07/25/2008		1b. This FINANCING STATEMENT AMENDMENT is <input type="checkbox"/> to be filed (or record) (or recorded) in the REAL ESTATE RECORDS.		
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.				
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
4. ASSIGNMENT (full or partial). Give name of assignee in Item 7a or 7b and address of assignee in Item 7c, and also give name of assignor in Item 9.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party or record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions <input type="checkbox"/> DELETE name: Give record name in regards to changing the name/address of a party. <input type="checkbox"/> ADD name: Complete Item 7a or 7b and also Item 7c; also complete Items 7c-7g (if applicable).				
6. CURRENT RECORD INFORMATION:				
6a. ORGANIZATION'S NAME				
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				
7. CHANGED (NEW) OR ADDED INFORMATION:				
7a. ORGANIZATION'S NAME				
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				
7c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY	
7d. SEE INSTRUCTIONS	ADDITIONAL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

This financing statement covers all assets of the debtor whether now existing or hereafter arising, except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment. If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.)

9a. ORGANIZATION'S NAME CIT Business Credit Canada Inc., as Collateral Agent			
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			

10. OPTIONAL FILER REFERENCE DATA

File with the Delaware Secretary of State -- Debtor: Catalyst Paper Holdings Inc.

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Credit Agreement means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March 10, 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

Debt has the meaning set forth in the Credit Agreement.

Equipment has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied

in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent's lien on any asset pursuant to this financing statement.

"Excluded Equipment" means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

"Excluded Equity Interests" means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

"Excluded Interest" means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an "*Interest*") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Credit Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

Purchase Money Debt means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

Restricted Subsidiary has the meaning set forth in the Credit Agreement.

Subsidiaries has the meaning set forth in the Credit Agreement.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dewey & LeBoeuf LLP
 333 South Grand Avenue, 26th Floor
 Los Angeles, California 90071
 Attention: Marshall Stoddard, Jr., Esq.

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:26 PM 06/02/2011
 INITIAL FILING # 2008 2567509
 AMENDMENT # 2011 2110685
 SRV: 110682582

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 File No. 20082567509 Filed on 7/25/08 with the Delaware Secretary of State

1b. This FINANCING STATEMENT AMENDMENT is
 to be filed [for record] (or recorded) in the
 REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

CHANGE name and/or address: Please refer to the detailed instructions
 to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c;
 in regards to changing the name/address of a party. also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME				
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME				
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3 Park Plaza, 9th Floor	Irvine	CA	92614	USA
7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME				
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 Presented for filing to the Delaware Secretary of State / 265654 / 101481.000021 / Debtor: Catalyst Paper Holdings Inc.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
 CT CORPORATION
 4400 Easton Commons Way, Suite 125
 Columbus Ohio 43216

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:48 PM 03/10/2010
 INITIAL FILING # 2010 0813182

SRV: 100266459

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Catalyst Paper Holdings Inc.	FIRST NAME	MIDDLE NAME	SUFFIX
OR 1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 2101 Fourth Avenue, Suite 1950	CITY Seattle	STATE WA	POSTAL CODE 98121
1d. SEE INSTRUCTIONS ORGANIZATION DEBTOR	ADDTL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware
			1g. ORGANIZATIONAL ID #, if any 2337465
<input type="checkbox"/> NONE			

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
OR 2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS ORGANIZATION DEBTOR	ADDTL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
			2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Computershare Trust Company of Canada, as the Collateral Trustee	FIRST NAME	MIDDLE NAME	SUFFIX
OR 3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 510 Burrard 3rd floor	CITY Vancouver	STATE BC	POSTAL CODE V6C 3B9
COUNTRY Canada			

4. This FINANCING STATEMENT covers the following collateral:

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BALEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> THIS FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)			All Debtors	Debtor 1	Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILE W/ DESOS

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

International Association of Commercial Administrators (IACA)

078937980704

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"): 108

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

"Capitalized Lease Obligations" means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

"Company" means Catalyst Paper Corporation.

"Credit Agreement" means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March [10], 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Debt" has the meaning set forth in the Credit Agreement.

Equipment has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent's lien on any asset pursuant to this financing statement.

Excluded Equipment means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

Excluded Equity Interests means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

Excluded Interest means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an "*Interest*") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

Fair Market Value means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

GAAP means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

Guarantor has the meaning set forth in the Credit Agreement.

Intercreditor Agreement means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

Person means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

Property of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Credit Agreement.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
 CT CORPORATION
 Attn: John Salvage
 4400 Easton Commons Way, Suite 125
 Columbus Ohio 43219

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:54 PM 04/13/2010
 INITIAL FILING # 2010 0813182
 AMENDMENT # 2010 1280381
 SRV: 100379735

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE

20100813182 (DESOS 03/10/2010)

1b. This FINANCING STATEMENT AMENDMENT is
 to be filed (or record) (or recorded) in the
 REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

6. CHANGE name and/or address. Please refer to the detailed instructions

DELETE name. Give record name
 to be deleted in Item 6a or 6b.

ADD name. Complete item 7a or 7b and also item 7c;
 also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME Catalyst Paper Holdings Inc.	FIRST NAME	MIDDLE NAME	SUFFIX
OR 6b. INDIVIDUAL'S LAST NAME			

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
OR 7b. INDIVIDUAL'S LAST NAME			

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
----------------------	---	--------------------------	----------------------------------	---------------------------------	-------------------------------

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Computershare Trust Company of Canada, as the Collateral Trustee	FIRST NAME	MIDDLE NAME	SUFFIX
OR 9b. INDIVIDUAL'S LAST NAME			

10. OPTIONAL FILER REFERENCE DATA
 FILE W/ DESOS **7816882-9**

International Association of Commercial Administrators (IACA)
 FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Indenture or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Debt has the meaning set forth in the Indenture.

Excluded Equipment means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

Excluded Equity Interests means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

Excluded Interest means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible

referred to solely for purposes of this definition as an "*Interest*") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Indenture.

"Indenture" means the indenture dated as of March 10, 2010, among Catalyst Paper Corporation, as issuer, Catalyst Paper Holdings Inc., Catalyst Paper (Snowflake) Inc., Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper, Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, Wilmington Trust FSB, as trustee, and Computershare Trust Company of Canada, as collateral trustee, as the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Indenture.

"Subsidiaries" has the meaning set forth in the Indenture.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dewey & LeBoeuf LLP
 333 South Grand Avenue, 26th Floor
 Los Angeles, California 90071
 Attention: Marshall C. Stoddard, Jr., Esq.

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:18 PM 06/02/2011
 INITIAL FILING # 2011 2110297

SRV: 110682517

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME		1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX
CATALYST PAPER HOLDINGS INC.							
OR							
1c. MAILING ADDRESS					CITY	STATE	POSTAL CODE
2101 Fourth Avenue, Suite 1950				Seattle		WA	98121
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any		
		Corporation	Delaware		DE 2337465 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
OR								
2c. MAILING ADDRESS					CITY	STATE	POSTAL CODE	
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any		
						<input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S/P)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME		3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX
JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT							
OR							
3c. MAILING ADDRESS					CITY	STATE	POSTAL CODE
3 Park Plaza, 9th Floor				Irvine		CA	92614

4. This FINANCING STATEMENT covers the following collateral:

ALL PERSONAL PROPERTY AND OTHER ASSETS NOW OWNED BY DEBTOR OR HEREAFTER ACQUIRED BY DEBTOR,
 AND ALL PROCEEDS THEREFROM.

5. ALTERNATIVE DESIGNATION [if applicable]:	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	If applicable		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] <input type="checkbox"/> [optional]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

Presented for filing with the Delaware Secretary of State / 265641 / 101481.000021

CORPORATION SERVICE COMPANY
www.cscglobal.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-A-327994

Project Id :

Additional Reference : NOT PROVIDED

Order# 027822-4

Order Date 12/15/2011

Subject : CATALYST PAPER RECYCLING INC.

Jurisdiction : DE-SECRETARY OF STATE

Request for : Federal Tax Lien Search

Thru Date : December 05, 2011

Result : Certified clear result retrieved

Followup : Direct access search performed by Jurisdictional employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

CORPORATION SERVICE COMPANY
 www.cscglobal.com

CSC- Springfield
 801 Adlai Stevenson Drive
 Springfield, IL 62703
 217-544-5900
 217-492-2727 (Fax)

Matter# 145980-2-A-327994
 Project Id :
 Additional Reference : NOT PROVIDED

Order# 027822-4
 Order Date 12/15/2011

Subject :	CATALYST PAPER RECYCLING INC.
Jurisdiction :	DE-SECRETARY OF STATE
Request for :	UCC Debtor Search
Thru Date :	December 05, 2011
Result :	Certified results retrieved
Original :	5
Amendment :	3
Assignment :	1
Terminated :	2
Followup :	Direct access search performed by Jurisdictional employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
 aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

Delaware

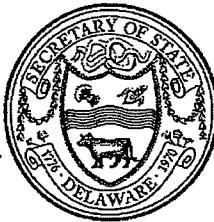
PAGE 1

The First State

CERTIFICATE

SEARCHED DECEMBER 15, 2011, AT 3:52 P.M.
FOR DEBTOR "CATALYST PAPER RECYCLING INC."

1 OF	5 FINANCING STATEMENT	81233764
EXPIRATION DATE: APRIL 8, 2013		
DEBTOR:	CATALYST PAPER (RECYCLING) INC.	
2ND FLOOR, 3600 LYSANDER LANE		ADDED 04-08-08
RICHMOND		V7B 1C3
SECURED:	THE CANADA TRUST COMPANY	
79 WELLINGTON STREET WEST		ADDED 04-08-08
8TH FLOOR		
TORONTO		M5K 1A2
F I L I N G H I S T O R Y		
81233764	FILED 04-08-08	AT 6:26 P.M. FINANCING STATEMENT
81384674	FILED 04-21-08	AT 3:20 P.M. TERMINATION
2 OF	5 FINANCING STATEMENT	81384583
EXPIRATION DATE: APRIL 21, 2013		
DEBTOR:	CATALYST PAPER RECYCLING INC.	
2ND FLOOR, 3600 LYSANDER LANE		ADDED 04-21-08
RICHMOND		V7B 1C3
SECURED:	THE CANADA TRUST COMPANY	
79 WELLINGTON STREET WEST		ADDED 04-21-08
8TH FLOOR		
TORONTO		M5K 1A2
F I L I N G H I S T O R Y		
81384583	FILED 04-21-08	AT 3:20 P.M. FINANCING STATEMENT
82775458	FILED 08-13-08	AT 6:38 P.M. TERMINATION
3 OF	5 FINANCING STATEMENT	82567616
EXPIRATION DATE: JULY 25, 2013		
DEBTOR:	CATALYST PAPER RECYCLING INC.	
277 SPUR NORTH		ADDED 07-25-08
SNOWFLAKE		AZ 85937 REMOVED 03-11-10
DEBTOR:	CATALYST PAPER RECYCLING INC.	
P.O. BOX 128, SPUR 277 NORTH		ADDED 03-11-10
SNOWFLAKE		AZ 85937
SECURED:	CIT BUSINESS CREDIT CANADA INC., AS COLLATERAL AGENT	



20114821487UCXN

111298624

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9232261

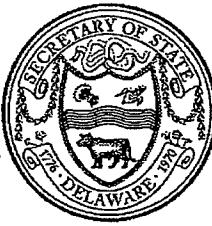
DATE: 12-15-11

Delaware

PAGE 2

The First State

207 QUEENS QUAY WEST, SUITE 700 ADDED 07-25-08
 TORONTO M5J 1A7 REMOVED 06-02-11
 SECURED: JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL
 AGENT
 3 PARK PLACE, ADDDED 06-02-11
 9TH FLOOR
 IRVINE CA 92614
 FILING HISTORY
 82567616 FILED 07-25-08 AT 9:35 A.M. FINANCING STATEMENT
 00838445 FILED 03-11-10 AT 5:57 P.M. AMENDMENT
 00847750 FILED 03-11-10 AT 5:58 P.M. AMENDMENT
 12110750 FILED 06-02-11 AT 3:27 P.M. ASSIGNMENT
 4 OF 5 FINANCING STATEMENT 00813372
 EXPIRATION DATE: MARCH 10, 2015
 DEBTOR: CATALYST PAPER RECYCLING INC. ADDDED 03-10-10
 P.O. BOX 128, SPUR 277 NORTH
 SNOWFLAKE AZ 85937
 SECURED: COMPUTERSHARE TRUST COMPANY OF CANADA, AS THE COLLATERAL
 TRUSTEE ADDDED 03-10-10
 510 BURRARD 3RD FLOOR
 VANCOUVER V6C 3B9
 FILING HISTORY
 00813372 FILED 03-10-10 AT 3:50 P.M. FINANCING STATEMENT
 01280449 FILED 04-13-10 AT 4:55 P.M. AMENDMENT
 5 OF 5 FINANCING STATEMENT 12110362
 EXPIRATION DATE: JUNE 2, 2016
 DEBTOR: CATALYST PAPER RECYCLING INC. ADDDED 06-02-11
 277 SPUR NORTH
 SNOWFLAKE AZ 85937
 SECURED: JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL
 AGENT
 3 PARK PLACE, ADDDED 06-02-11
 9TH FLOOR
 IRVINE CA 92614
 FILING HISTORY
 12110362 FILED 06-02-11 AT 3:20 P.M. FINANCING STATEMENT
 END OF FILING HISTORY



20114821487UCXN

111298624

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9232261

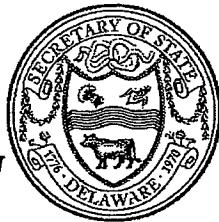
DATE: 12-15-11

Delaware

PAGE 3

The First State

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF DECEMBER 5, 2011 AT 11:59 P.M.



20114821487UCXN

111298624

A handwritten signature in black ink that appears to read "J. W. Bullock".

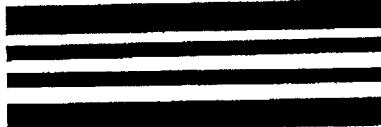
Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9232261

DATE: 12-15-11

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:26 PM 04/08/2008
INITIAL FILING # 2008 1233764

SRV: 080407546

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Catalyst Paper (Recycling) Inc.		FIRST NAME	MIDDLE NAME	SUFFIX
OR	1b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 2nd Floor, 3600 Lysander Lane		CITY Richmond BC	STATE V7B 1C3	POSTAL CODE Canada
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		FIRST NAME	MIDDLE NAME	SUFFIX
OR	2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS		CITY	STATE <input type="checkbox"/> NONE	POSTAL CODE <input type="checkbox"/> NONE
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME The Canada Trust Company		FIRST NAME	MIDDLE NAME	SUFFIX
OR	3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 79 Wellington Street West, 8th Floor		CITY Toronto, ON	STATE M5K 1A2	POSTAL CODE Canada

This FINANCING STATEMENT covers the following collateral:

All assets of the Debtor.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING		
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE) (optional)					<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA Filed in the office of the Secretary of State of Delaware								

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:20 PM 04/21/2008
INITIAL FILING # 2008 1233764
AMENDMENT # 2008 1384674
SRV: 080453610

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
20081233764, Filed on 4/8/08

1b. This FINANCING STATEMENT AMENDMENT is
to be filed [for record] (or recorded in the REAL
ESTATE RECORDS).

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT: (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
Change name and/or address. Please refer to the detailed instructions in DELETE name: Give record name
to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also
item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION

6a. ORGANIZATION'S NAME

Catalyst Paper (Recycling) Inc.

OR

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADD'L INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

The Canada Trust Company

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Filed in the office of the Secretary of State of Delaware

DAVE-2

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:20 PM 04/21/2008
INITIAL FILING # 2008 1384583

SRV: 080453609

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

OR	1a. ORGANIZATION'S NAME Catalyst Paper Recycling Inc.	FIRST NAME	MIDDLE NAME	SUFFIX
	1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 2nd Floor, 3600 Lysander Lane	CITY Richmond BC	STATE	POSTAL CODE V7B 1C3	COUNTRY Canada
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

OR	2a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX
	2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR'S IP) - Insert only one secured party name (3a or 3b)

OR	3a. ORGANIZATION'S NAME The Canada Trust Company	FIRST NAME	MIDDLE NAME	SUFFIX
	3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 79 Wellington Street West, 8th Floor	CITY Toronto, ON	STATE	POSTAL CODE M5K 1A2	COUNTRY Canada

This FINANCING STATEMENT covers the following collateral:
All assets of the Debtor.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOU	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING		
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <i>Attach Addendum</i> (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional)					<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA Filed in the office of the Secretary of State of Delaware	<i>DAVE - 1</i>							

FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

103

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:38 PM 08/13/2008
INITIAL FILING # 2008 1384583
AMENDMENT # 2008 2775458
SRV: 080871298

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # #2008 1384583 filed on 04/21/2008

1b. This FINANCING STATEMENT AMENDMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7a-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
7d. SEE INSTRUCTIONS ADD INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY or RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
The Canada Trust Company
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
File with the Delaware Secretary of State — Debtor: Catalyst Paper Recycling Inc.

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 09:35 AM 07/25/2008
INITIAL FILING # 2008 2567616

SRV: 080816988

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY.

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME: (insert only one debtor name (1a or 1b) - do not abbreviate or combine names)

1a. ORGANIZATION'S NAME

Catalyst Paper Recycling Inc.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE POSTAL CODE

COUNTRY

277 Spur North

Snowflake

AZ 85937

USA

14. SEE INSTRUCTIONS

ADD'L INFO RE

1a. TYPE OF ORGANIZATION

11. JURISDICTION OF ORGANIZATION

16. ORGANIZATIONAL ID #, if any

ORGANIZATION

DEBTOR

corporation

Delaware

4509851

 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME: (insert only one debtor name (2a or 2b) - do not abbreviate or combine names)

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE POSTAL CODE

COUNTRY

24. SEE INSTRUCTIONS

ADD'L INFO RE

2c. TYPE OF ORGANIZATION

21. JURISDICTION OF ORGANIZATION

26. ORGANIZATIONAL ID #, if any

ORGANIZATION

DEBTOR

 NONE

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OR ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

CIT Business Credit Canada Inc., as Collateral Agent

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE POSTAL CODE

COUNTRY

207 Queen's Quay West, Suite 700

Toronto

ON M5J 1A7

Canada

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) ADDITIONAL FEE

All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

File with Delaware Secretary of State

061597-005

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

DEUCC1PNAT - 12/17/2002 CYS System Online

Exhibit A

This financing statement covers all of the following assets of Catalyst Paper Recycling Inc. (as referred to on this Exhibit A, the "Debtor"), whether now existing and hereafter arising.

- (a) all Inventory, including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, supplies and goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (b) all Goods;
- (c) all Accounts due or accruing and all related agreements; books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (d) all monies and claims for monies now or hereafter due and payable in connection with any or all of the property described in clauses (a) through (c) of this Exhibit A, all present and future acquired Deposit Accounts and other accounts of each Debtor, all cash, cash equivalents and other monies of the Debtor and all cash and non-cash proceeds of the foregoing;
- (e) all Documents, Chattel Paper, Instruments, Securities, financial assets and Investment Property in connection with clauses (a) through (d) of this Exhibit A;
- (f) all Commercial Tort Claims arising in connection with any or all of the property described clauses (a) through (d) of this Exhibit A;
- (g) all letters of credit, Letter-of-Credit Rights and Supporting Obligations in connection with clauses (a) through (d) of this Exhibit A; and
- (h) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in this Exhibit A; and
- (i) all Proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in this Exhibit A, including the proceeds of such proceeds, tort claims, insurance claims, and other rights to payment not otherwise included in the foregoing and products of the foregoing.

The defined terms used herein and not defined herein have the meanings assigned to such terms in the Uniform Commercial Code as in effect in the State of New York or, when the laws of any other jurisdiction govern the perfection or enforcement of any lien, the Uniform Commercial Code of such jurisdiction.



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:57 PM 03/11/2010
INITIAL FILING # 2008 2567616
AMENDMENT # 2010 0838445
SRV: 100272438

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
#2008 2567616 filed on 07/25/2008

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (or recorded) in the
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial) Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 8 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions
in regards to changing the name/address of a party.

DELETE name: Give record name
to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c;
also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

This financing statement covers all assets of the debtor whether now existing or hereafter arising, except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

OR 9a. ORGANIZATION'S NAME
CIT Business Credit Canada Inc., as Collateral Agent

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

File with the Delaware Secretary of State -- Debtor: Catalyst Paper Recycling Inc.

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations" means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company" means Catalyst Paper Corporation.

Credit Agreement" means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March 10, 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

Debt" has the meaning set forth in the Credit Agreement.

Equipment" has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied

in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent's lien on any asset pursuant to this financing statement.

"Excluded Equipment" means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

"Excluded Equity Interests" means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

"Excluded Interest" means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an *"Interest"*) to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Credit Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Credit Agreement.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

110

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 05:58 PM 03/11/2010
INITIAL FILING # 2008 2567616
AMENDMENT # 2010 0847750
SRV: 100272446**

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # #2008 2567616 filed on 07/25/2008		1b. This FINANCING STATEMENT AMENDMENT is <input type="checkbox"/> to be filed [or recorded] (or recorded) in the REAL ESTATE RECORDS.	
2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial). Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input checked="" type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input checked="" type="checkbox"/> CHANGE name and/or address. Please refer to the detailed instructions <input type="checkbox"/> in regards to changing the name/address of a party. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete items 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).			
6. CURRENT RECORD INFORMATION			
6a. ORGANIZATION'S NAME Catalyst Paper Recycling Inc.			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME Catalyst Paper Recycling Inc.			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
7c. MAILING ADDRESS P.O. Box 128, Spur 277 North			
7d. SEE INSTRUCTIONS <input type="checkbox"/> ADDL INFO RE <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> DEBTOR	7e. TYPE OF ORGANIZATION corporation	7f. JURISDICTION OF ORGANIZATION Delaware	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.			
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME CIT Business Credit Canada Inc., as Collateral Agent			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME
10. OPTIONAL FILER REFERENCE DATA File with the Delaware Secretary of State			

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dewey & LeBocuf LLP
 333 South Grand Avenue, 26th Floor
 Los Angeles, California 90071
 Attention: Marshall Stoddard, Jr., Esq.

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:27 PM 06/02/2011
 INITIAL FILING # 2008 2567616
 AMENDMENT # 2011 2110750
 SRV: 110682593

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # File No. 20082567616 filed on 7/25/08 with the Delaware Secretary of State	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.		
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input checked="" type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.			
<input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions <input type="checkbox"/> in regards to changing the name/address of a party.	<input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b.	<input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).	
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT			
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			
7c. MAILING ADDRESS 3 Park Plaza, 9th Floor CITY STATE POSTAL CODE COUNTRY CA 92614 USA			
7d. <small>SEE INSTRUCTIONS</small>	7e. ADDL INFO RE ORGANIZATION DEBTOR	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.				
9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment				
9a. ORGANIZATION'S NAME CIT Business Credit Canada Inc., as Collateral Agent				
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				
10. OPTIONAL FILER REFERENCE DATA Presented for filing to the Delaware Secretary of State / 265658 / 101481.000021 / Debtor: Catalyst Paper Recycling Inc.				

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
CT CORPORATION
 4400 Easton Commons Way, Suite 125
 Columbus Ohio 43216

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:50 PM 03/10/2010
 INITIAL FILING # 2010 0813372

SRV: 100266508

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Catalyst Paper Recycling Inc.	FIRST NAME	MIDDLE NAME	SUFFIX	
OR 1b. INDIVIDUAL'S LAST NAME	CITY	STATE	POSTAL CODE	COUNTRY
1c. MAILING ADDRESS P.O. Box 128, Spur 277 North	Snowflake	AZ	85937	U.S.A.
1d. SEE INSTRUCTIONS ADD'L INFO RE 1e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	1f. JURISDICTION OF ORGANIZATION Corporation	1g. ORGANIZATIONAL ID #, if any 45098S1	<input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
OR 2b. INDIVIDUAL'S LAST NAME	CITY	STATE	POSTAL CODE	COUNTRY
2c. MAILING ADDRESS				
2d. SEE INSTRUCTIONS ADD'L INFO RE 2e. TYPE OF ORGANIZATION ORGANIZATION DEBTOR	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Computershare Trust Company of Canada, as the Collateral Trustee	FIRST NAME	MIDDLE NAME	SUFFIX	
OR 3b. INDIVIDUAL'S LAST NAME	CITY	STATE	POSTAL CODE	COUNTRY
3c. MAILING ADDRESS 510 Burrard 3rd floor	Vancouver	BC	V6C 3B9	Canada

4. This FINANCING STATEMENT covers the following collateral:

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [or record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum.	[or record]	[or recorded]	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [optional]	All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

FILE W/ DESOS

FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

International Association of Commercial Administrators (IACA)

07293798071

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

"Capitalized Lease Obligations" means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

"Company" means Catalyst Paper Corporation.

"Credit Agreement" means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March [10], 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Debt" has the meaning set forth in the Credit Agreement.

“Equipment” has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent’s lien on any asset pursuant to this financing statement.

“Excluded Equipment” means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

“Excluded Equity Interests” means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

“Excluded Interest” means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an “Interest”) to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

“Fair Market Value” means, with respect to any asset or property, the price which could be negotiated in an arm’s-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

“GAAP” means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

“Guarantor” has the meaning set forth in the Credit Agreement.

“Intercreditor Agreement” means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

“Property” of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Credit Agreement.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
 CT CORPORATION
 Attn: John Salvage
 4400 Easton Commons Way, Suite 125
 Columbus Ohio 43219

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:55 PM 04/13/2010
 INITIAL FILING # 2010 0813372
 AMENDMENT # 2010 1280449
 SRV: 100379744

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20100813372 (DELOS 03/10/2010)

1b. This FINANCING STATEMENT AMENDMENT is
 to be filed (or record) (or recorded) in the
 REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

 CHANGE name and/or address: Please refer to the detailed instructions
 in regards to changing the name/address of party. DELETE name: Give record name
 to be deleted in Item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c;
 also complete Items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

Catalyst Paper Recycling Inc.

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADDL INFO RE ORGANIZATION
 DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

 NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Computershare Trust Company of Canada, as the Collateral Trustee

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILE W/ DESOS

7816832 - 11

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Indenture or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Debt has the meaning set forth in the Indenture.

Excluded Equipment means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

Excluded Equity Interests means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

Excluded Interest means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible

referred to solely for purposes of this definition as an "*Interest*") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Indenture.

"Indenture" means the indenture dated as of March 10, 2010, among Catalyst Paper Corporation, as issuer, Catalyst Paper Holdings Inc., Catalyst Paper (Snowflake) Inc., Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper, Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, Wilmington Trust FSB, as trustee, and Computershare Trust Company of Canada, as collateral trustee, as the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Indenture.

"Subsidiaries" has the meaning set forth in the Indenture.

[REDACTED]

[REDACTED]

[REDACTED]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dewey & LeBoeuf LLP
 333 South Grand Avenue, 26th Floor
 Los Angeles, California 90071
 Attention: Marshall C. Stoddard, Jr., Esq.

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:20 PM 06/02/2011
 INITIAL FILING # 2011 2110362

SRV: 110682534

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME CATALYST PAPER RECYCLING INC.				1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
1c. MAILING ADDRESS 277 Spur North				CITY Snowflake		STATE AZ		POSTAL CODE 85937		COUNTRY USA	
1d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR		1e. TYPE OF ORGANIZATION Corporation		1f. JURISDICTION OF ORGANIZATION Delaware		1g. ORGANIZATIONAL ID #, if any DE 4509851		<input type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names											
2a. ORGANIZATION'S NAME				2b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
2c. MAILING ADDRESS				CITY		STATE		POSTAL CODE		COUNTRY	
2d. SEE INSTRUCTIONS		ADD'L INFO RE ORGANIZATION DEBTOR		2e. TYPE OF ORGANIZATION		2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNOR(S/P) - insert only one secured party name (3a or 3b))

3a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT				3b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME		SUFFIX	
3c. MAILING ADDRESS 3 Park Plaza, 9th Floor				CITY Irvine		STATE CA		POSTAL CODE 92614		COUNTRY USA	

4. This FINANCING STATEMENT covers the following collateral:

 ALL PERSONAL PROPERTY AND OTHER ASSETS NOW OWNED BY DEBTOR OR HEREAFTER ACQUIRED BY DEBTOR,
 AND ALL PROCEEDS THEREFROM.

5. ALTERNATIVE DESIGNATION [if applicable]:		LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [or record] in the REAL ESTATE RECORDS. Attach Addendum.		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [if applicable]		TADDITIONAL FEE [optional]		<input type="checkbox"/> All Debtors	
						<input type="checkbox"/> Debtor 1	
						<input type="checkbox"/> Debtor 2	

8. OPTIONAL FILER REFERENCE DATA

Presented for filing with the Delaware Secretary of State / 265645 / 101481.000021

CORPORATION SERVICE COMPANY
www.cscglobal.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-A-327995

Project Id :

Additional Reference : NOT PROVIDED

Order# 027822-5

Order Date 12/15/2011

Subject : PACIFICA PAPER US INC.

Jurisdiction : DE-SECRETARY OF STATE

Request for : Federal Tax Lien Search

Thru Date : December 05, 2011

Result : Certified clear result retrieved

Followup : Direct access search performed by Jurisdictional employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.



CORPORATION SERVICE COMPANY

www.cscglobal.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-A-327995
Project Id :
Additional Reference : NOT PROVIDED

Order# 027822-5
Order Date 12/15/2011

Subject : PACIFICA PAPER US INC.
Jurisdiction : DE-SECRETARY OF STATE
Request for : UCC Debtor Search
Thru Date : December 05, 2011
Result : Certified clear result retrieved

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

Delaware

PAGE 1

The First State

CERTIFICATE

SEARCHED DECEMBER 15, 2011, AT 3:54 P.M.
FOR DEBTOR "PACIFICA PAPER US INC."

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THERE
ARE NO PRESENTLY EFFECTIVE FINANCING STATEMENTS, FEDERAL TAX
LIENS OR UTILITY SECURITY INSTRUMENTS FILED IN THIS OFFICE WHICH
NAME THE ABOVE DEBTOR, AS OF DECEMBER 5, 2011 AT 11:59 P.M.



20114821560UCXN

111298641

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9232268

DATE: 12-15-11

CORPORATION SERVICE COMPANY
www.cscglobal.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-A-327996

Project Id :

Additional Reference : NOT PROVIDED

Order# 027822-6
Order Date 12/15/2011

Subject : PACIFICA PAPERS SALES INC.

Jurisdiction : DE-SECRETARY OF STATE

Request for : Federal Tax Lien Search
Thru Date : December 05, 2011

Result : Certified clear result retrieved

Followup : Direct access search performed by Jurisdictional
employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at
www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

CORPORATION SERVICE COMPANY
 www.cscglobal.com

CSC- Springfield
 801 Adlai Stevenson Drive
 Springfield, IL 62703
 217-544-5900
 217-492-2727 (Fax)

Matter# 145980-2-A-327996
 Project Id :
 Additional Reference : NOT PROVIDED

Order# 027822-6
 Order Date 12/15/2011

Subject :	PACIFICA PAPERS SALES INC.	
Jurisdiction :	DE-SECRETARY OF STATE	
Request for :	UCC Debtor Search	
Thru Date :	December 05, 2011	
Result :	Certified results retrieved	
Original :	3	
Amendment :	1	
Assignment :	1	
Followup :	Direct access search performed by Jurisdictional employee using RA9 search logic.	

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOW LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
 aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

Delaware

PAGE 1

The First State

CERTIFICATE

SEARCHED DECEMBER 15, 2011, AT 3:57 P.M.
FOR DEBTOR "PACIFICA PAPERS SALES INC."

1 OF	3 FINANCING STATEMENT	00813448
EXPIRATION DATE: MARCH 10, 2015		
DEBTOR:	PACIFICA PAPERS SALES, INC. 2101 FOURTH AVENUE, SUITE 1950 SEATTLE SECURED: COMPUTERSHARE TRUST COMPANY OF CANADA, AS THE COLLATERAL TRUSTEE 510 BURRARD 3RD FLOOR VANCOUVER	ADDED 03-10-10 V6C 3B9
F I L I N G H I S T O R Y		
00813448	FILED 03-10-10 AT 3:55 P.M. FINANCING STATEMENT	
01280498	FILED 04-13-10 AT 4:56 P.M. AMENDMENT	
2 OF	3 FINANCING STATEMENT	00838650
EXPIRATION DATE: MARCH 11, 2015		
DEBTOR:	PACIFICA PAPERS SALES INC. 2101 FOURTH AVENUE, SUITE 1950 SEATTLE SECURED: CIT BUSINESS CREDIT CANADA INC., AS COLLATERAL AGENT 207 QUEEN'S QUAY WEST, SUITE 700 TORONTO, ON, CANADA	ADDED 03-11-10 WA 98121 M5J 1A7 REMOVED 06-02-11
F I L I N G H I S T O R Y		
00838650	FILED 03-11-10 AT 6:25 P.M. FINANCING STATEMENT	
12110875	FILED 06-02-11 AT 3:29 P.M. ASSIGNMENT	
3 OF	3 FINANCING STATEMENT	12110644
EXPIRATION DATE: JUNE 2, 2016		
DEBTOR:	PACIFICA PAPERS SALES INC.	



20114821776UCXN

111298650

m. Bullock
Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9232289

DATE: 12-15-11

Delaware

PAGE 2

The First State

2101 FOURTH AVENUE,
SUITE 1950

ADDED 06-02-11

SEATTLE

WA 98121

SECURED: JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL
AGENT

3 PARK PLACE,
9TH FLOOR

ADDED 06-02-11

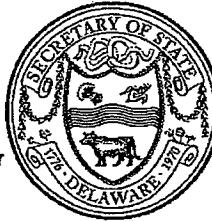
IRVINE

CA 92614

F I L I N G H I S T O R Y
12110644 FILED 06-02-11 AT 3:24 P.M. FINANCING STATEMENT
E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE
ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING
STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS
FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF DECEMBER
5, 2011 AT 11:59 P.M.

20114821776UCXN



111298650

Jeffrey W. Bullock, Secretary of State

m. bullock
AUTHENTICATION: 9232289

DATE: 12-15-11

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
 CT CORPORATION
 4400 Easton Commons Way, Suite 125
 Columbus Ohio 43216

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:55 PM 03/10/2010
 INITIAL FILING # 2010 0813448

SRV: 100266541

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Pacificia Papers Sales Inc.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2101 Fourth Avenue, Suite 1950

Seattle

WA 98121

U.S.A.

1d. SEE INSTRUCTIONS

ADDL INFO RE 1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

ORGANIZATION

DEBTOR

Corporation

Delaware

2814013

 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADDL INFO RE

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

ORGANIZATION

DEBTOR

Corporation

Delaware

2814013

 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNEE(S/P)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Computershare Trust Company of Canada, as the Collateral Trustee

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

510 Burrard 3rd floor

Vancouver

BC

V6C 3B9

Canada

4. This FINANCING STATEMENT covers the following collateral:

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed for record (or recorded) in the REAL ESTATE RECORDS. Attach Addendum.	<input type="checkbox"/> If applicable	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)	<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

FILE W/ DESOS

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

International Association of Commercial Administrators (IACA)

778937930216

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

"Capitalized Lease Obligations" means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

"Company" means Catalyst Paper Corporation.

"Credit Agreement" means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March [10], 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Debt" has the meaning set forth in the Credit Agreement.

“Equipment” has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent’s lien on any asset pursuant to this financing statement.

“Excluded Equipment” means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

“Excluded Equity Interests” means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

“Excluded Interest” means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an “Interest”) to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

“Fair Market Value” means, with respect to any asset or property, the price which could be negotiated in an arm’s-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

“GAAP” means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

“Guarantor” has the meaning set forth in the Credit Agreement.

“Intercreditor Agreement” means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

“Property” of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Credit Agreement.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
 CT CORPORATION
 Attn: John Salvage
 4400 Easton Commons Way, Suite 125
 Columbus Ohio 43219

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:56 PM 04/13/2010
 INITIAL FILING # 2010 0813448
 AMENDMENT # 2010 1280498
 SRV: 100379751

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20100813448 (DELOS 03/10/2010)

1b. This FINANCING STATEMENT AMENDMENT is
 to be filed (or record) (or recorded) in the
 REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions DELETE name: Give record name
 to be deleted in Item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c;
 in regards to changing the name/address of a party. also complete items 7a-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR **Pacifica Papers Sales Inc.**

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME			
-------------------------	--	--	--

OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
-------------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
----------------------	---	--------------------------	----------------------------------	---------------------------------

 NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
-------------------------	--	--	--

OR **Computershare Trust Company of Canada, as the Collateral Trustee**

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

FILE W/ DESOS

7816832-13

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Indenture or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Debt has the meaning set forth in the Indenture.

Excluded Equipment means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

Excluded Equity Interests means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

Excluded Interest means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible

referred to solely for purposes of this definition as an "*Interest*") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; **provided**, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Indenture.

"Indenture" means the indenture dated as of March 10, 2010, among Catalyst Paper Corporation, as issuer, Catalyst Paper Holdings Inc., Catalyst Paper (Snowflake) Inc., Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper, Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, Wilmington Trust FSB, as trustee, and Computershare Trust Company of Canada, as collateral trustee, as the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Indenture.

"Subsidiaries" has the meaning set forth in the Indenture.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 06:25 PM 03/11/2010
 INITIAL FILING # 2010 0838650

SRV: 100272522

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Pacifica Papers Sales Inc.		1b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX
OR								
1c. MAILING ADDRESS 2101 Fourth Avenue, Suite 1950					CITY Seattle	STATE WA	POSTAL CODE 98121	COUNTRY USA
1d. SEE INSTRUCTIONS <input checked="" type="checkbox"/> ORGANIZATION <input type="checkbox"/> DEBTOR		ADDL INFO RE <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Delaware			1g. ORGANIZATIONAL ID #, if any 2814013 <input type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX
OR								
2c. MAILING ADDRESS					CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> DEBTOR		ADDL INFO RE <input type="checkbox"/> ORGANIZATION <input type="checkbox"/> DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION			2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME CIT Business Credit Canada Inc., as Collateral Agent		3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME		SUFFIX
OR								
3c. MAILING ADDRESS 207 Queen's Quay West, Suite 700					CITY Toronto	STATE ON	POSTAL CODE M5J 1A7	COUNTRY Canada

4. This FINANCING STATEMENT covers the following collateral:

This financing statement covers all assets of the debtor whether now existing or hereafter arising, except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]:	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BALEE/BALEOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING	
6. <input type="checkbox"/> The FINANCING STATEMENT is to be filed for record, or recorded, in the REAL ESTATE RECORDS. <input type="checkbox"/> Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) <input type="checkbox"/> If applicable <input type="checkbox"/> Additional Fee	Additional			All Debtors	Debtor 1	Debtor 2

8. OPTIONAL FILER REFERENCE DATA

File with Delaware Secretary of State

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Credit Agreement means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March 10, 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

Debt has the meaning set forth in the Credit Agreement.

Equipment has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied

in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent's lien on any asset pursuant to this financing statement.

"Excluded Equipment" means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

"Excluded Equity Interests" means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

"Excluded Interest" means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an "*Interest*") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Credit Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Credit Agreement.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

[REDACTED]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dewey & LeBoeuf LLP
333 South Grand Avenue, 26th Floor
Los Angeles, California 90071
Attention: Marshall Stoddard, Jr., Esq.

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:29 PM 06/02/2011
INITIAL FILING # 2010 0838650
AMENDMENT # 2011 2110875
SRV: 110682615

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #.

File No. 20100838650 filed on 3/11/10 with the Delaware Secretary of State

1b. This FINANCING STATEMENT AMENDMENT is
to be filed [for record] (or recorded) in the
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7

CHANGE name and/or address: Please refer to the detailed instructions DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME				
OR 7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3 Park Plaza, 9th Floor	Irving	CA	92614	USA
7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME			
OR 9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Presented for filing to the Delaware Secretary of State / 265660 / 101481.000021 / Debtor: Pacifica Papers Sales Inc.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dewey & LeBoeuf LLP
 333 South Grand Avenue, 26th Floor
 Los Angeles, California 90071
 Attention: Marshall C. Stoddard, Jr., Esq.

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:24 PM 06/02/2011
 INITIAL FILING # 2011 2110644

SRV: 110682578

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

PACIFICA PAPERS SALES INC.

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2101 Fourth Avenue, Suite 1950	Seattle	WA 98121	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION
	Corporation	Delaware	DE 2814013

1g. ORGANIZATIONAL ID #, if any

 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3 Park Plaza, 9th Floor

Irvine CA 92614 USA

4. This FINANCING STATEMENT covers the following collateral:

ALL PERSONAL PROPERTY AND OTHER ASSETS NOW OWNED BY DEBTOR OR HEREAFTER ACQUIRED BY DEBTOR,
AND ALL PROCEEDS THEREFROM.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL
ESTATE RECORDS. Attach Addendum If applicable 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)
[ADDITIONAL FEE] optional All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Presented for filing with the Delaware Secretary of State / 265647 / 101481.000021

 CORPORATION SERVICE COMPANY
www.cscglobal.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-A-327997
Project Id :
Additional Reference : NOT PROVIDED

Order# 027822-7
Order Date 12/15/2011

Subject : PACIFICA POPLARS LTD.
Jurisdiction : DE-SECRETARY OF STATE
Request for : Federal Tax Lien Search
Thru Date : December 05, 2011
Result : Certified clear result retrieved
Followup : Direct access search performed by Jurisdictional
employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

 Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.



CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-A-327997
Project Id :
Additional Reference : NOT PROVIDED

Order# 027822-7
Order Date 12/15/2011

Subject :	PACIFICA POPLARS LTD.
Jurisdiction :	DE-SECRETARY OF STATE
Request for :	UCC Debtor Search
Thru Date :	December 05, 2011
Result :	Certified results retrieved
Original :	3
Amendment :	1
Assignment :	1
Followup :	Direct access search performed by Jurisdictional employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

Delaware

PAGE 1

The First State

CERTIFICATE

SEARCHED DECEMBER 15, 2011, AT 3:57 P.M.
FOR DEBTOR "PACIFICA POPLARS LTD."

1 OF	3 FINANCING STATEMENT	00813604
EXPIRATION DATE: MARCH 10, 2015		
DEBTOR:	PACIFICA POPLARS INC. 2101 FOURTH AVENUE, SUITE 1950 SEATTLE	ADDED 03-10-10 WA 98121
SECURED:	COMPUTERSHARE TRUST COMPANY OF CANADA, AS THE COLLATERAL TRUSTEE 510 BURRARD 3RD FLOOR VANCOUVER	ADDED 03-10-10 V6C 3B9
FILING HISTORY		
00813604	FILED 03-10-10 AT 4:00 P.M. FINANCING STATEMENT	
01280571	FILED 04-13-10 AT 4:57 P.M. AMENDMENT	
2 OF	3 FINANCING STATEMENT	00838767
EXPIRATION DATE: MARCH 11, 2015		
DEBTOR:	PACIFICA POPLARS INC. 2101 FOURTH AVENUE, SUITE 1950 SEATTLE	ADDED 03-11-10 WA 98121
SECURED:	CIT BUSINESS CREDIT CANADA INC., AS COLLATERAL AGENT 207 QUEEN'S QUAY WEST, SUITE 700 TORONTO, ON, CANADA	ADDED 03-11-10 M5J 1A7 REMOVED 06-02-11
SECURED:	JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT 3 PARK PLACE, 9TH FLOOR IRVINE	ADDED 06-02-11 CA 92614
FILING HISTORY		
00838767	FILED 03-11-10 AT 6:19 P.M. FINANCING STATEMENT	
12111071	FILED 06-02-11 AT 3:31 P.M. ASSIGNMENT	
3 OF	3 FINANCING STATEMENT	12110503
EXPIRATION DATE: JUNE 2, 2016		
DEBTOR:	PACIFICA POPLARS INC. 2101 FOURTH AVENUE,	ADDED 06-02-11



20114821800UCXN

111298674

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9232295

DATE: 12-15-11

Delaware

PAGE 2

The First State

SUITE 1950

SEATTLE

WA 98121

SECURED: JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL
AGENT
3 PARK PLACE,
9TH FLOOR
IRVINE

ADDED 06-02-11

CA 92614

F I L I N G H I S T O R Y
12110503 FILED 06-02-11 AT 3:22 P.M. FINANCING STATEMENT
E N D O F F I L I N G H I S T O R Y

THE UNDERSIGNED FILING OFFICER HEREBY CERTIFIES THAT THE
ABOVE LISTING IS A RECORD OF ALL PRESENTLY EFFECTIVE FINANCING
STATEMENTS, FEDERAL TAX LIENS AND UTILITY SECURITY INSTRUMENTS
FILED IN THIS OFFICE WHICH NAME THE ABOVE DEBTOR, AS OF DECEMBER
5, 2011 AT 11:59 P.M.



20114821800UCXN

111298674

AUTHENTICATION: 9232295

DATE: 12-15-11

A handwritten signature of Jeffrey W. Bullock, followed by a horizontal line and the title "Jeffrey W. Bullock, Secretary of State".

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
 CT CORPORATION
 4400 Easton Commons Way, Suite 125
 Columbus Ohio 43216

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:00 PM 03/10/2010
 INITIAL FILING # 2010 0813604

SRV: 100266582

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Pacifica Poplars Inc.

OR	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS	2101 Fourth Avenue, Suite 1950	CITY	STATE	POSTAL CODE	COUNTRY
1d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE
		Corporation	Delaware	2791655	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR	2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS	510 Burrard 3rd floor	CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S)) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

Computershare Trust Company of Canada, as the Collateral Trustee

OR	3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS	510 Burrard 3rd floor	CITY	STATE	POSTAL CODE	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or record) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) if applicable	1. ADDITIONAL FEE				2. <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILE W/ DESOS

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

International Association of Commercial Administrators (IACA)

778937950784

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

"Capitalized Lease Obligations" means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

"Company" means Catalyst Paper Corporation.

"Credit Agreement" means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March [10], 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Debt" has the meaning set forth in the Credit Agreement.

“Equipment” has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent’s lien on any asset pursuant to this financing statement.

“Excluded Equipment” means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

“Excluded Equity Interests” means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

“Excluded Interest” means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an **“Interest”**) to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

“Fair Market Value” means, with respect to any asset or property, the price which could be negotiated in an arm’s-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

“GAAP” means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; **provided**, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

“Guarantor” has the meaning set forth in the Credit Agreement.

“Intercreditor Agreement” means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

“Property” of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

Restricted Subsidiary" has the meaning set forth in the Credit Agreement.

Subsidiaries" has the meaning set forth in the Credit Agreement.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
 CT CORPORATION
 Attn: John Salvage
 4400 Easton Commons Way, Suite 125
 Columbus Ohio 43219

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 04:57 PM 04/13/2010
 INITIAL FILING # 2010 0813604
 AMENDMENT # 2010 1280571
 SRV: 100379773

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

20100813604 (DESO 03/10/2010)

1b. This FINANCING STATEMENT AMENDMENT is
 to be filed (or record) (or recorded) in the
 REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
 Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions
 regarding changing the name/address of a party. DELETE name: Give record name
 to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c;
 also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

Pacifica Poplars Inc.

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS
 ADD INFO RE
 ORGANIZATION
 DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

 NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment. If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.)

9a. ORGANIZATION'S NAME

Computershare Trust Company of Canada, as the Collateral Trustee

OR 9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILE W/ DESOS

7816832-17

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Indenture or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Debt has the meaning set forth in the Indenture.

Excluded Equipment means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

Excluded Equity Interests means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

Excluded Interest means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible

referred to solely for purposes of this definition as an "*Interest*") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Indenture.

"Indenture" means the indenture dated as of March 10, 2010, among Catalyst Paper Corporation, as issuer, Catalyst Paper Holdings Inc., Catalyst Paper (Snowflake) Inc., Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper, Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, Wilmington Trust FSB, as trustee, and Computershare Trust Company of Canada, as collateral trustee, as the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Indenture.

"Subsidiaries" has the meaning set forth in the Indenture.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 06:19 PM 03/11/2010
INITIAL FILING # 2010 0838767

SRV: 100272538

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Pacifica Poplars Inc.		FIRST NAME	MIDDLE NAME	SUFFIX
OR	1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS 2101 Fourth Avenue, Suite 1950		CITY Seattle	STATE WA	POSTAL CODE 98121
1d. SEE INSTRUCTIONS DEBTOR		ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION corporation	1f. JURISDICTION OF ORGANIZATION Delaware
			1g. ORGANIZATIONAL ID #, if any 2791655	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		FIRST NAME	MIDDLE NAME	SUFFIX
OR	2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS DEBTOR		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME CIT Business Credit Canada Inc., as Collateral Agent		FIRST NAME	MIDDLE NAME	SUFFIX
OR	3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 207 Queen's Quay West, Suite 700		CITY Toronto	STATE ON	POSTAL CODE M5J 1A7

4. This FINANCING STATEMENT covers the following collateral:

This financing statement covers all assets of the debtor whether now existing or hereafter arising, except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BALEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING	
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS, <input type="checkbox"/> Attn: Adelard	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)				<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2
8. OPTIONAL FILER REFERENCE DATA							

File with Delaware Secretary of State

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

DEUCC1PNT - 12/17/2002 CT System Online

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Credit Agreement means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March 10, 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

Debt has the meaning set forth in the Credit Agreement.

Equipment has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied

in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent's lien on any asset pursuant to this financing statement.

"Excluded Equipment" means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

"Excluded Equity Interests" means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

"Excluded Interest" means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an *"Interest"*) to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Credit Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

Purchase Money Debt means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

Restricted Subsidiary has the meaning set forth in the Credit Agreement.

Subsidiaries has the meaning set forth in the Credit Agreement.

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dewey & LeBoeuf LLP
 333 South Grand Avenue, 26th Floor
 Los Angeles, California 90071
 Attention: Marshall Stoddard, Jr., Esq.

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 03:31 PM 06/02/2011
 INITIAL FILING # 2010 0838767
 AMENDMENT # 2011 2111071
 SRV: 110682633

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # File No. 20100838767 filed on 3/11/10 with the Delaware Secretary of State		1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input checked="" type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT			
7b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
7c. MAILING ADDRESS 3 Park Plaza, 9th Floor		CITY Irvine	STATE CA POSTAL CODE 92614 COUNTRY USA
7d. SEE INSTRUCTIONS <input type="checkbox"/> ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #: if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only one box Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.			

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
CIT Business Credit Canada Inc., as Collateral Agent

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Presented for filing to the Delaware Secretary of State / 265662 / 101481.000021 / Debtor: Pacifica Poplars Inc.



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dewey & LeBoeuf LLP
333 South Grand Avenue, 26th Floor
Los Angeles, California 90071
Attention: Marshall C. Stoddard, Jr., Esq.

DELAWARE DEPARTMENT OF STATE
U.C.C. FILING SECTION
FILED 03:22 PM 06/02/2011
INITIAL FILING # 2011 2110503

SRV: 110682555

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

PACIFICA POPLARS INC.

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2101 Fourth Avenue, Suite 1950

Seattle

WA

98121

USA

1d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION

DEBTOR

1e. TYPE OF ORGANIZATION

Corporation

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

Delaware

DE 2791655

NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION

DEBTOR

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR(S/P)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

3 Park Plaza, 9th Floor

Irvine

CA

92614

USA

4. This FINANCING STATEMENT covers the following collateral:

ALL PERSONAL PROPERTY AND OTHER ASSETS NOW OWNED BY DEBTOR OR HEREAFTER ACQUIRED BY DEBTOR,
AND ALL PROCEEDS THEREFROM.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL (if applicable) REQUEST SEARCH REPORT(S) on Debtor(s) (optional) All Debtors Debtor 1 Debtor 2

7. ESTATE RECORDS Attach Addendum ADDITIONAL FEE (optional)

8. OPTIONAL FILER REFERENCE DATA

Presented for filing with the Delaware Secretary of State / 265650 / 101481.000021

CORPORATION SERVICE COMPANY
 www.cscglobal.com

CSC- Springfield
 801 Adlai Stevenson Drive
 Springfield, IL 62703
 217-544-5900
 217-492-2727 (Fax)

Matter# 145980-2-A-327998

Project Id :

Additional Reference : NOT PROVIDED

Order# 027822-8
Order Date 12/15/2011

Subject :

THE APACHE RAILWAY COMPANY

Jurisdiction :

AZ-SECRETARY OF STATE

Request for :

Federal Tax Lien Search

Thru Date :

December 14, 2011

Result :

Certified clear result retrieved

Followup :

Direct access search performed by Jurisdictional employee using this jurisdiction's search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
 aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

CORPORATION SERVICE COMPANY
 www.cscglobal.com

CSC- Springfield
 801 Adlai Stevenson Drive
 Springfield, IL 62703
 217-544-5900
 217-492-2727 (Fax)

Matter# 145980-2-A-327998

Order# 027822-8

Project Id :

Order Date 12/15/2011

Additional Reference : NOT PROVIDED

Subject :

THE APACHE RAILWAY COMPANY

Jurisdiction :

AZ-SECRETARY OF STATE

Request for :

UCC Debtor Search

Thru Date :

December 14, 2011

Result :

Certified results retrieved

Original : 4

Amendment : 3

Assignment : 1

Terminated : 1

Followup : Direct access search performed by Jurisdictional employee using this jurisdiction's search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
 aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

Arizona Secretary of State's Office
Certificate of Financing Statements

The search date and time listed below reflect the date and time the search was conducted. The date and time through this search is effective to reveal all relevant UCC records filed on or prior to the date: December 14, 2011

As of December 19, 2011 at 03:22 PM, the attached pages are listings of presently effective, terminated, or lapsed within past year financing statements, statements of assignment or tax liens on file with the Secretary of State's Office for:

DEBTOR Organization Name = THE APACHE RAILWAY COMPANY

Dated: 12/19/2011

By: 

DIANAOGAZ

Requested by:
CSC CORPORATION

Arizona Secretary of State's Office

Certificate of Financing Statements

File No: 1534702-9 Originated: 4/10/2008 Expires: 4/10/2013 Lien Type: Standard

Type: New Filing Filed: Apr 10, 2008 11:45 AM Optical: 1 Page(s)
Entered: Apr 10, 2008 11:48 AM \$

Debtors

THE APACHE RAILWAY COMPANY
2ND FL 3600 LYSANDER LN
RICHMOND, OO 000000000

Secured Parties

THE CANADA TRUST COMPANY
79 WELLINGTON ST W 8TH FL
TORONTO, OO 000000000Type: Termination Filed: Aug 13, 2008 03:07 PM Optical: 1 Page(s)
Entered: Aug 13, 2008 03:08 PM \$

Debtors

THE APACHE RAILWAY COMPANY
2ND FL 3600 LYSANDER LN
RICHMOND, OO 000000000

Secured Parties

THE CANADA TRUST COMPANY
79 WELLINGTON ST W 8TH FL
TORONTO, OO 000000000

File No: 1548752-8 Originated: 7/25/2008 Expires: 7/25/2013 Lien Type: Standard

Type: New Filing Filed: Jul 25, 2008 02:55 PM Optical: 2 Page(s)
Entered: Jul 28, 2008 08:08 AM \$

Debtors

THE APACHE RAILWAY COMPANY
277 SPUR NORTH
SNOWFLAKE, AZ 85937

Secured Parties

CIT BUSINESS CREDIT CANADA INC.
207 QUEEN'S QUAY WEST STE 700
TORONTO, OO 000000000Type: Amendment Filed: Mar 12, 2010 03:30 PM Optical: 4 Page(s)
Entered: Mar 15, 2010 08:39 AM \$

Debtors

THE APACHE RAILWAY COMPANY
277 SPUR NORTH
SNOWFLAKE, AZ 85937

Secured Parties

CIT BUSINESS CREDIT CANADA INC.
207 QUEEN'S QUAY WEST STE 700
TORONTO, OO 000000000Type: Amendment Filed: Mar 12, 2010 03:35 PM Optical: 1 Page(s)
Entered: Apr 12, 2010 03:37 PM \$

Debtors

THE APACHE RAILWAY COMPANY
PO BOX 128, SPUR 277 N
SNOWFLAKE, AZ 85937

Secured Parties

CIT BUSINESS CREDIT CANADA INC.
207 QUEEN'S QUAY WEST STE 700
TORONTO, OO 000000000Type: Assignment Filed: Jun 2, 2011 03:08 PM Optical: 1 Page(s)
Entered: Jun 6, 2011 12:27 PM \$

Debtors

THE APACHE RAILWAY COMPANY
PO BOX 128, SPUR 277 N
SNOWFLAKE, AZ 85937

Secured Parties

JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH, AS COLLATERAL AGENT
3 PARK PLAZA 9TH FL
IRVINE, CA 92614

Arizona Secretary of State's Office
Certificate of Financing Statements

File No: 1608082-0 Originated: 3/10/2010 Expires: 3/10/2015 Lien Type: Standard

Type: New Filing Filed: Mar 10, 2010 03:31 PM Optical: 4 Page(s)
Entered: Mar 11, 2010 08:47 AM \$

Debtors

THE APACHE RAILWAY COMPANY
PO BOX 128 SPUR 277 NORTH
SNOWFLAKE, AZ 85937

Secured Parties

COMPUTERSHARE TRUST COMPANY OF
CANADA, AS THE COLLATERAL TRUSTEE
510 BURRARD 3RD FL
V6C 3B9 BC, CANADA
VANCOUVER, BC, V6C 3B9

Type: Amendment Filed: Apr 13, 2010 03:37 PM Optical: 3 Page(s)
Entered: Apr 14, 2010 09:00 AM \$

Debtors

THE APACHE RAILWAY COMPANY
PO BOX 128 SPUR 277 NORTH
SNOWFLAKE, AZ 85937

Secured Parties

COMPUTERSHARE TRUST COMPANY OF
CANADA, AS THE COLLATERAL TRUSTEE
510 BURRARD 3RD FL
V6C 3B9 BC, CANADA
VANCOUVER, BC, V6C 3B9

File No: 1653578-6 Originated: 6/2/2011 Expires: 6/2/2016 Lien Type: Standard

Type: New Filing Filed: Jun 2, 2011 02:45 PM Optical: 1 Page(s)
Entered: Jun 6, 2011 03:20 PM \$

Debtors

THE APACHE RAILWAY COMPANY
277 SPUR N
SNOWFLAKE, AZ 85937

Secured Parties

JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH, AS COLLATERAL AGENT
3 PARK PLAZA 9TH FL
IRVINE, CA 92614

FILED

ARIZONA SECRETARY OF STATE

04/10/2008 11:45 AM

200815347029

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Donia Wade Dallas UCC Team 1 CT Corporation 350 N. St. Paul Street, Suite 2900 Dallas, Texas 75201

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME The Apache Railway Company					
OR					
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
1c. MAILING ADDRESS 2 nd Floor, 3600 Lysander Lane	CITY Richmond	STATE BC	POSTAL CODE V7B 1C3	COUNTRY Canada	
1d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Arizona	1g. ORGANIZATIONAL ID #, if any 0026749	<input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME					
OR					
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY	
2d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME The Canada Trust Company				
OR				
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 79 Wellington Street West, 8 th Floor	CITY Toronto	STATE ON	POSTAL CODE M5K 1A2	COUNTRY Canada

4. This FINANCING STATEMENT covers the following collateral:

All assets of the Debtor.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING6. This FINANCING STATEMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum If applicable [ADDITIONAL FEE] optional All Debtors Debtor 1 Debtor 2

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s)

8. OPTIONAL FILER REFERENCE DATA

Filed in the office of the Secretary of State of Arizona

7211197

FILED

ARIZONA SECRETARY OF STATE
08/13/2008 03:07 PM

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
[A. NAME & PHONE OF CONTACT AT FILER [optional]]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
2338 W. Royal Palm Rd.
Suite J
Phoenix, AZ 85021

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # #200815347029 filed on 04/10/2008		1b. This FINANCING STATEMENT AMENDMENT is to be filed [or record] (or recorded) in the REAL ESTATE RECORDS.		
2. <input checked="" type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.				
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.				
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.				
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.				
<input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party.		<input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b.		
		<input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).		
6. CURRENT RECORD INFORMATION:				
6a. ORGANIZATION'S NAME				
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				
7. CHANGED (NEW) OR ADDED INFORMATION: 7a. ORGANIZATION'S NAME				
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				
7c. MAILING ADDRESS		CITY STATE POSTAL CODE COUNTRY		
7d. SEE INSTRUCTIONS	ADDL. INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
<input type="checkbox"/> NONE				
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.				

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.				
9a. ORGANIZATION'S NAME The Canada Trust Company				
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX				

10. OPTIONAL FILER REFERENCE DATA

File with the Arizona Secretary of State - Debtor: The Apache Railway Company

Hold for p/u

1 of 2

164

SECRETARY OF STATE

2008 JUL 25 PM 2:55

FILED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
2338 W. Royal Palm Rd.
Suite J
Phoenix, AZ 85021

200815487528

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME		1b. INDIVIDUAL'S LASTNAME			FIRST NAME	MIDDLE NAME	SUFFIX	
The Apache Railway Company								
OR								
1c. MAILING ADDRESS		277 Spur North			CITY	STATE	POSTAL CODE	COUNTRY
					Snowflake	AZ	85937	USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION			1g. ORGANIZATIONAL ID #, if any		
		corporation	Arizona			0026749-6		
<input type="checkbox"/> NONE								

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		2b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
OR								
2c. MAILING ADDRESS		2d. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION			2g. ORGANIZATIONAL ID #, if any		
						<input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME		3b. INDIVIDUAL'S LAST NAME			FIRST NAME	MIDDLE NAME	SUFFIX	
CIT Business Credit Canada Inc.								
OR								
3c. MAILING ADDRESS		207 Queen's Quay West, Suite 700			CITY	STATE	POSTAL CODE	COUNTRY
					Toronto	ON	MSJ 1A7	Canada

4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> THIS FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	(if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)		All Debtors	Debtor 1	Debtor 2
8. OPTIONAL FILER REFERENCE DATA						

File with Arizona Secretary of State

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

DEUCCIPNAT - 12/17/2002 CT System Online

Exhibit A

This financing statement covers all of the following assets of The Apache Railway Company (as referred to on this Exhibit A, the "Debtor"), whether now existing and hereafter arising.

- (a) all Inventory, including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, supplies and goods used in or procured for packing and materials used or consumed in the business of the Debtor;
- (b) all Goods;
- (c) all Accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;
- (d) all monies and claims for monies now or hereafter due and payable in connection with any or all of the property described in clauses (a) through (c) of this Exhibit A, all present and future acquired Deposit Accounts and other accounts of each Debtor, all cash, cash equivalents and other monies of the Debtor and all cash and non-cash proceeds of the foregoing;
- (e) all Documents, Chattel Paper, Instruments, Securities, financial assets and Investment Property in connection with clauses (a) through (d) of this Exhibit A;
- (f) all Commercial Tort Claims arising in connection with any or all of the property described clauses (a) through (d) of this Exhibit A;
- (g) all letters of credit, Letter-of-Credit Rights and Supporting Obligations in connection with clauses (a) through (d) of this Exhibit A; and
- (h) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in this Exhibit A; and
- (i) all Proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in this Exhibit A, including the proceeds of such proceeds, tort claims, insurance claims, and other rights to payment not otherwise included in the foregoing and products of the foregoing.

The defined terms used herein and not defined herein have the meanings assigned to such terms in the Uniform Commercial Code as in effect in the State of New York or, when the laws of any other jurisdiction govern the perfection or enforcement of any lien, the Uniform Commercial Code of such jurisdiction.

HOLD FOR PICK-UP
CT CORPORATION SYSTEM

SECRETARY OF STATE

2010 MAR 12 PM 3:30

FILED

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

L 22371410

1094

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # #200815487528 filed on 07/25/2008		1b. This FINANCING STATEMENT AMENDMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS.	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in Items 8 and/or 7. <input type="checkbox"/> CHANGE name and/or address: Please refer to the detailed instructions <input type="checkbox"/> DELETE name: Give record name to be deleted in Item 6a or 6b. <input type="checkbox"/> ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7a-7g (if applicable).			
6. CURRENT RECORD INFORMATION: 6a. ORGANIZATION'S NAME			
OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			
7. CHANGED (NEW) OR ADDED INFORMATION: 7a. ORGANIZATION'S NAME			
OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			
7c. MAILING ADDRESS		CITY STATE POSTAL CODE COUNTRY	
7d. SEE INSTRUCTIONS	7e. ADDL INFO RE ORGANIZATION DEBTOR	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire detailed collateral description, or describe collateral assigned.

03/12/2010 3:32PM 00000412805 ***
This financing statement covers all assets of the debtor whether now existing or hereafter arising, except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof. \$5.00

03/12/2010 3:32PM 00000412805 ***
EXPEDITE SERVICE \$25.00

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME CIT Business Credit Canada Inc.			
OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			

10. OPTIONAL FILER REFERENCE DATA File with the Arizona Secretary of State - Debtor: The Apache Railway Company			
--	--	--	--

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

"Capitalized Lease Obligations" means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

"Company" means Catalyst Paper Corporation.

"Credit Agreement" means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March 10, 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Debt" has the meaning set forth in the Credit Agreement.

"Equipment" has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied

in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent's lien on any asset pursuant to this financing statement.

"Excluded Equipment" means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

"Excluded Equity Interests" means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

"Excluded Interest" means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an "*Interest*") to the extent that such *Interest* by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Credit Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

Purchase Money Debt means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

Restricted Subsidiary has the meaning set forth in the Credit Agreement.

Subsidiaries has the meaning set forth in the Credit Agreement.

170

SECRETARY OF STATE

2010 MAR 12 PM 3:35

FILED

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

22373381 SS-AZ

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
#200815487528 filed on 07/25/20081b. This FINANCING STATEMENT AMENDMENT is
to be filed (or record) (or recorded) in the
REAL ESTATE RECORDS.2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c, and also give name of assignor in item 9.5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

7a. CHANGE name and/or address: Please refer to the detailed instructions
 in regards to changing the name/address of a party. DELETE name: Give record name
to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c;
also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME The Apache Railway Company	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
--	----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME The Apache Railway Company	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
--	----------------------------	------------	-------------	--------

7c. MAILING ADDRESS P.O. Box 128, Spur 277 N	CITY Snowflake	STATE AZ	POSTAL CODE 85937	COUNTRY USA
---	-------------------	-------------	----------------------	----------------

7d. SEE INSTRUCTIONS ORGANIZATION DEBTOR	ADDL INFO RE corporation	7e. TYPE OF ORGANIZATION corporation	7f. JURISDICTION OF ORGANIZATION Arizona	7g. ORGANIZATIONAL ID #, if any 0026749-6	<input type="checkbox"/> NONE
--	-----------------------------	---	---	--	-------------------------------

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.14 11/2010 10:23AM 00000465905 1111
100-2447611 327314 11/2010 10:23AM 00000465905 1111
EXPEDITE SERVICE \$20.009. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME CIT Business Credit Canada Inc.	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
---	----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

File with the Arizona Secretary of State

HOLD FOR PICKUP-CT CORP.
PLACE IN L2 BASKET

171

SECRETARY OF STATE

2011 JUN -2 PM 3:08

W
FILED

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Dewey & LeBoeuf LLP
333 South Grand Avenue, 26th Floor
Los Angeles, California 90071
Attention: Marshall Stoddard, Jr., Esq.

SEARCHED INDEXED SERIALIZED FILED
JUN 2 2011 3:08 PM 2011 JUN 2 2011 3:08 PM

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

File No. 200815487528 filed on 7/25/08 with the Arizona Secretary of State

1b. This FINANCING STATEMENT AMENDMENT is
to be filed [or record] (or recorded) in the
REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions

DELETE name: Give record name

in regards to changing the name/address of a party.

to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c;
also complete items 7a-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR 6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT

7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

3 Park Plaza, 9th Floor

CITY

Irvine

STATE

CA

POSTAL CODE

92614

COUNTRY

USA

7d. SEE INSTRUCTIONS

ADDL INFO RE
ORGANIZATION
DEBTOR

7c. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

8a. ORGANIZATION'S NAME

CIT Business Credit Canada Inc.

OR 8b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

Presented for filing to the Arizona Secretary of State / 265659 / 101481.000021 / Debtor: The Apache Railway Company

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

HOLD FOR PICK-UP
CT CORPORATION SYSTEM

172
178
[OF4]

SECRETARY OF STATE

2010 MAR 10 PM 3:31

FILED

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
CT CORPORATION
4400 Easton Commons Way, Suite 125
Columbus Ohio 43216

201016080820

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME The Apache Railway Company		FIRST NAME	MIDDLE NAME	SUFFIX
OR	1b. INDIVIDUAL'S LAST NAME			
1c. MAILING ADDRESS P.O. Box 128, Spur 277 North		CITY Snowflake	STATE AZ	POSTAL CODE 85937
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION Arizona	1g. ORGANIZATIONAL ID #, If any 0026749-6
<input type="checkbox"/> NONE				

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		FIRST NAME	MIDDLE NAME	SUFFIX
OR	2b. INDIVIDUAL'S LAST NAME			
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, If any
<input type="checkbox"/> NONE				

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNOR'S/P) - Insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Computershare Trust Company of Canada, as the Collateral Trustee		FIRST NAME	MIDDLE NAME	SUFFIX
OR	3b. INDIVIDUAL'S LAST NAME			
3c. MAILING ADDRESS 510 Burrard 3rd floor		CITY Vancouver	STATE BC	POSTAL CODE V6C 3B9
COUNTRY Canada				

4. This FINANCING STATEMENT covers the following collateral:

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

03/10/2010 4:23PM U0004#7637 ***
EXPENSE SERVICE \$25.00

03/10/2010 4:23PM U0004#7637 ***
UCC 1/4INSP DOLL \$5.00

5. ALTERNATIVE DESIGNATION (if applicable)	LESSOR/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING	
6. This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) If applicable		[ADDITIONAL FEE] [optional]		All Debtors	Debtor 1	Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILE W/ AZSOS

7789329 52711

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

International Association of Commercial Administrators (IACA)

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Credit Agreement means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March [10], 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

Debt has the meaning set forth in the Credit Agreement.

Equipment has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent's lien on any asset pursuant to this financing statement.

Excluded Equipment means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereto or substitutions therefor.

Excluded Equity Interests means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

Excluded Interest means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an *"Interest"*) to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

Fair Market Value means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

GAAP means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

Guarantor has the meaning set forth in the Credit Agreement.

Intercreditor Agreement means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

Person means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

Property of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Credit Agreement.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

176
C-10
HOLD FOR PICK-UP
CT CORPORATION SYSTEM

SECRETARY OF STATE

2010 APR 13 PM 3:37

FILED

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

After Filing Return To:
CT CORPORATION
Attn: John Salvage
4400 Easton Commons Way, Suite 125
Columbus Ohio 43219

100
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1b. This FINANCING STATEMENT AMENDMENT is
to be filed (or recorded) in the
REAL ESTATE RECORDS.**

1a. INITIAL FINANCING STATEMENT FILE #

201016080820 (AZSOS 03/10/2010)

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 8 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions. DELETE name: Give record name to be deleted in Item 8a or 8b. ADD name: Complete Item 7a or 7b, and also Item 7c; also complete Items 7a-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

The Apache Railway Company

OR **6b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR **7b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

7c. MAILING ADDRESS **CITY** **STATE** **POSTAL CODE** **COUNTRY**

7d. SEE INSTRUCTIONS **ADD'L INFO RE
ORGANIZATION
DEBTOR** **7e. TYPE OF ORGANIZATION** **7f. JURISDICTION OF ORGANIZATION** **7g. ORGANIZATIONAL ID #, If any** NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

2010 3:40PM 0000046145 145
EXPEDITE SERVICE \$5.00

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

2010 3:40PM 0000046145 145
UCC 2-AMEND \$5.00

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME

Computershare Trust Company of Canada, as the Collateral Trustee

OR **9b. INDIVIDUAL'S LAST NAME** **FIRST NAME** **MIDDLE NAME** **SUFFIX**

10. OPTIONAL FILER REFERENCE DATA

FILE W/ AZSOS

7816832-1

International Association of Commercial Administrators (IACA)
FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Indenture or the Intercreditor Agreement.

Definitions:

"Capitalized Lease Obligations" means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

"Capital Stock" means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

"Company" means Catalyst Paper Corporation.

"Debt" has the meaning set forth in the Indenture.

"Excluded Equipment" means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

"Excluded Equity Interests" means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

"Excluded Interest" means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible

referred to solely for purposes of this definition as an "*Interest*") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Indenture.

"Indenture" means the indenture dated as of March 10, 2010, among Catalyst Paper Corporation, as issuer, Catalyst Paper Holdings Inc., Catalyst Paper (Snowflake) Inc., Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper, Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, Wilmington Trust FSB, as trustee, and Computershare Trust Company of Canada, as collateral trustee, as the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Indenture.

"Subsidiaries" has the meaning set forth in the Indenture.

HOLD FOR PICKUP-CT CORP.
PLACE IN L2 BASKET

179

SECRETARY OF STATE

2011 JUN -2 PM 2:45

FILED

06/03/2011 8:00AM 00000243360 ***
UCC 1/018P CALL \$5.00

201116535786

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME		FIRST NAME			MIDDLE NAME		SUFFIX
OR THE APACHE RAILWAY COMPANY							
1b. INDIVIDUAL'S LAST NAME					STATE	POSTAL CODE	COUNTRY
					AZ	85937	USA
1c. MAILING ADDRESS		CITY					
277 Spur North		Snowflake					
1d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION			1g. ORGANIZATIONAL ID #, if any	
		Corporation	Arizona			AZ 0026749-6	
<input type="checkbox"/> NONE							

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		FIRST NAME			MIDDLE NAME		SUFFIX
OR							
2b. INDIVIDUAL'S LAST NAME					STATE	POSTAL CODE	COUNTRY
2c. MAILING ADDRESS		CITY					
2d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION			2g. ORGANIZATIONAL ID #, if any	
						<input type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (or NAME OF TOTAL ASSIGNEE OF ASSIGNOR(S/P)) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME		FIRST NAME			MIDDLE NAME		SUFFIX
OR JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT							
3b. INDIVIDUAL'S LAST NAME					STATE	POSTAL CODE	COUNTRY
					CA	92614	USA
3c. MAILING ADDRESS		CITY					
3 Park Plaza, 9th Floor		Irvine					

4. This FINANCING STATEMENT covers the following collateral:

ALL PERSONAL PROPERTY AND OTHER ASSETS NOW OWNED BY DEBTOR OR HEREAFTER ACQUIRED BY DEBTOR,
AND ALL PROCEEDS THEREFROM.

5. ALTERNATIVE DESIGNATION (if applicable)	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BALEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (or record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) <input type="checkbox"/> (ADDITIONAL FEE) <input type="checkbox"/> (optional)			<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2

8. OPTIONAL FILER REFERENCE DATA

Presented for filing with the Arizona Secretary of State / 265646 / 101481.000021

FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

CORPORATION SERVICE COMPANY
www.cscglobal.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-A-327992
Project Id :
Additional Reference : NOT PROVIDED

Order# 027822-2
Order Date 12/15/2011

Subject :	CATALYST PAPER (USA) INC.
Jurisdiction :	CA-SECRETARY OF STATE
Request for :	Federal Tax Lien Search
Thru Date :	December 11, 2011
Result :	Certified clear result retrieved
Followup :	Direct access search performed by CSC employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

CORPORATION SERVICE COMPANY
 www.cscglobal.com

CSC- Springfield
 801 Adlai Stevenson Drive
 Springfield, IL 62703
 217-544-5900
 217-492-2727 (Fax)

Matter# 145980-2-A-327992
Project Id :
Additional Reference : NOT PROVIDED

Order# 027822-2
Order Date 12/15/2011

Subject :	CATALYST PAPER (USA) INC.
Jurisdiction :	CA-SECRETARY OF STATE
Request for :	UCC Debtor Search
Thru Date :	December 11, 2011
Result :	Certified results retrieved
Original :	3
Amendment :	3
Assignment :	1
Followup :	Direct access search performed by CSC employee using RA9 search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
 aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.



SECRETARY OF STATE
STATE OF CALIFORNIA

Search Certificate

SEARCH REQUESTED ON:

12/16/2011

Organization Debtor: **CATALYST PAPER (USA) INC.**

Address: **NOT SPECIFIED**

Date Range From: **NOT SPECIFIED**

Search: **UNLAPSED**

* Indicates Filings that have been accepted after the Certification Date.

Original Filing #	Filing Type	File Date	File Time	Lapse Date	# of Pages
08-7166576086	Financing Statement	07/25/2008	10:30	07/25/2013	2

Debtor:

Organization: CATALYST PAPER (USA) INC.
2101 FOURTH AVENUE, SUITE 1950, SEATTLE WA USA, 98121

Secured Party:

Organization: CIT BUSINESS CREDIT CANADA INC., AS COLLATERAL AGENT
207 QUEEN'S QUAY WEST, SUITE 700, TORONTO ON CAN, M5J1A7

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS
COLLATERAL AGENT
3 PARK PLAZA, 9TH FLOOR, IRVINE CA USA, 92614

Amendment Filing #	Filing Type	File Date	File Time	# of Pages
10-72253442	Amendment	03/11/2010	16:10	4
11-72721300	Assignment	06/02/2011	12:51	1

Original Filing #	Filing Type	File Date	File Time	Lapse Date	# of Pages
10-7226159326	Financing Statement	03/22/2010	12:52	03/22/2015	4

Debtor:

Organization: CATALYST PAPER (USA) INC.
2101 FOURTH AVENUE, SUITE 1950, SEATTLE WA USA, 98121

Secured Party:

Organization: COMPUTERSHARE TRUST COMPANY OF CANADA, AS THE
COLLATERAL TRUSTEE

Continue

510 BURRARD 3RD FLOOR, VANCOUVER BC CAN, V6C3B9

<u>Amendment Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u># of Pages</u>
10-72288397	Amendment	04/13/2010	15:06	3
10-72288398	Amendment	04/13/2010	15:06	3

<u>Original Filing #</u>	<u>Filing Type</u>	<u>File Date</u>	<u>File Time</u>	<u>Lapse Date</u>	<u># of Pages</u>
11-7272130408	Financing Statement	06/02/2011	12:51	06/02/2016	1

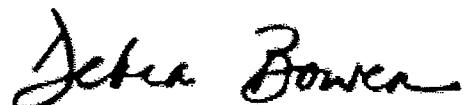
Debtor:
Organization: CATALYST PAPER (USA) INC.
 2101 FOURTH AVENUE, SUITE 1950, SEATTLE WA USA, 98121

Secured Party:
Organization: JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS
 COLLATERAL AGENT
 3 PARK PLAZA, 9TH FLOOR, IRVINE CA USA, 92614

Total Pages: 18

The undersigned Filing Officer hereby certifies that the above listing is a record of all presently active financing statements, tax liens, attachment liens and judgement liens, including any change documents relating to them, which name the above debtor, subject to any above-stated search qualifiers and are on file in my office as of 12/11/2011 at 1700 hours.

The search results herein reflect only the specific information requested. The results of this Debtor search will not reflect variances of this name. If the Debtor is known under other personal names, trade names, business entities, or addresses, separate searches of these names will have to be requested and conducted. The Secretary of State, his officers and agents disclaim any and all liability for claims resulting from other filings on which the name of the Debtor can be found in any other form than which was requested.



Debra Bowen
 Secretary of State

١٨٤

UCC FINANCING STATEMENT		08-7166576086	
FOLLOW INSTRUCTIONS (front and back) CAREFULLY		07/25/2008 10:30	
A. NAME & PHONE OF CONTACT AT FILER (optional)		FILED	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		CALIFORNIA SECRETARY OF STATE	
PLEASE RETURN TO CSC 2730 Gateway Oaks Drive, Suite 100 Sacramento, CA 95833 Acct. #10011306			
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY			
1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names.			
OR 1a. ORGANIZATION'S NAME Catalyst Paper (USA) Inc.			
OR 1b. INDIVIDUAL'S LAST NAME 2101 Fourth Avenue, Suite 1950			
1c. MAILING ADDRESS Seattle			
1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR corporation			
1e. TYPE OF ORGANIZATION California			
1f. JURISDICTION OF ORGANIZATION C1860895			
1g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> None			
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names.			
2a. ORGANIZATION'S NAME CIT Business Credit Canada Inc., as Collateral Agent			
OR 2b. INDIVIDUAL'S LAST NAME 207 Queen's Quay West, Suite 700			
2c. MAILING ADDRESS Toronto			
2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR			
2e. TYPE OF ORGANIZATION ON MSJ 1A7			
2f. JURISDICTION OF ORGANIZATION Canada			
2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> None			
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR'S IP) - Insert only one secured party name (3a or 3b)			
3a. ORGANIZATION'S NAME CIT Business Credit Canada Inc., as Collateral Agent			
OR 3b. INDIVIDUAL'S LAST NAME 207 Queen's Quay West, Suite 700			
3c. MAILING ADDRESS Toronto			
3d. SEE INSTRUCTIONS <input type="checkbox"/> None			
4. This FINANCING STATEMENT covers the following collateral:			
See Exhibit A attached hereto and made a part hereof.			
5. ALTERNATIVE DESIGNATION (if applicable)			
6. The FINANCING STATEMENT is to be filed (or recorded) in the REAL ESTATE RECORDS - Angela M. Johnson			
7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) for one month <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA			
File with California Secretary of State EIR LVP #21 (661597-03)			

FILING OFFICE COPY -- UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)
2010-05-22 12:00:00 AM ET System Online

FILING OFFICE COPY -- UCC FIN

Exhibit A

This financing statement covers all of the following assets of Catalyst Paper (USA) Inc. (as referred to on this Exhibit A, the "Debtor"), whether now existing and hereafter arising.

(a) all Inventory, including goods held for sale, lease or resale, goods furnished or to be furnished to third parties under contracts of lease, consignment or service, goods which are raw materials or work in process, supplies and goods used in or procured for packing and materials used or consumed in the business of the Debtor;

(b) all Goods;

(c) all Accounts due or accruing and all related agreements, books, accounts, invoices, letters, documents and papers recording, evidencing or relating to them;

(d) all monies and claims for monies now or hereafter due and payable in connection with any or all of the property described in clauses (a) through (c) of this Exhibit A, all present and future acquired Deposit Accounts and other accounts of each Debtor, all cash, cash equivalents and other monies of the Debtor and all cash and non-cash proceeds of the foregoing;

(e) all Documents, Chattel Paper, Instruments, Securities, financial assets and Investment Property in connection with clauses (a) through (d) of this Exhibit A;

(f) all Commercial Tort Claims arising in connection with any or all of the property described clauses (a) through (d) of this Exhibit A;

(g) all letters of credit, Letter-of-Credit Rights and Supporting Obligations in connection with clauses (a) through (d) of this Exhibit A; and

(h) all substitutions and replacements of and increases, additions and, where applicable, accessions to the property described in this Exhibit A; and

(i) all Proceeds in any form derived directly or indirectly from any dealing with all or any part of the property described in this Exhibit A, including the proceeds of such proceeds, tort claims, insurance claims, and other rights to payment not otherwise included in the foregoing and products of the foregoing.

The defined terms used herein and not defined herein have the meanings assigned to such terms in the Uniform Commercial Code as in effect in the State of New York or, when the laws of any other jurisdiction govern the perfection or enforcement of any lien, the Uniform Commercial Code of such jurisdiction.

17813300004

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
1232 Q Street
Sacramento, CA 95811
Account 10010537

RW L717808 55-CA

12. INITIAL FINANCING STATEMENT FILE #

#08-7166576086 Filed on 07/25/2008

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c, and also give name of assignor in Item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.
 CHANGE name and/or address: Please refer to the detailed instructions. DELETE name: Give record name to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also Item 7c, also complete Items 7a-7b (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

7c. MAILING ADDRESS

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
----------------------	---	--------------------------	----------------------------------	---------------------------------

 NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

This financing statement covers all assets of the debtor whether now existing or hereafter arising, except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

OR	9a. ORGANIZATION'S NAME	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	-------------------------	----------------------------	------------	-------------	--------

10. OPTIONAL FILER REFERENCE DATA

File with the California Secretary of State - Debtor: Catalyst Paper (USA) Inc.

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Credit Agreement means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March 10, 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

Debt has the meaning set forth in the Credit Agreement.

Equipment has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied

2426689005

in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent's lien on any asset pursuant to this financing statement.

"Excluded Equipment" means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

"Excluded Equity Interests" means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

"Excluded Interest" means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an *"Interest"*) to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Credit Agreement.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

24266890005

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Credit Agreement.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

24266690005

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (printable)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
1232 Q St
Sacramento CA 95811

Account 10010537 DG

1172721300

06/02/2011 12:51

FILED

CALIFORNIA
SECRETARY OF STATE

SOS



29196630018 UCC 3 FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

File No. 08-7166576086 filed on 7/25/08 with the California Secretary of State

1b. This FINANCING STATEMENT AMENDMENT is
 to be filed [or record] (or recorded) in the
 REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.Also check of the following three boxes and provide appropriate information in items 8 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions DELETE name: Give record name
 in regards to changing the name/address of a party. to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c;
 also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

JPMORGAN CHASE BANK, N.A., TORONTO BRANCH, AS COLLATERAL AGENT

OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
----	----------------------------	------------	-------------	--------

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3 Park Plaza, 9th Floor	Irvine	CA	92614	USA

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
----------------------	---	--------------------------	----------------------------------	--

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

OR	9a. ORGANIZATION'S NAME			
	CIT Business Credit Canada Inc., as Collateral Agent			
	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
 Presented for filing to the California Secretary of State / 265657 / 101481.000021 / Debtor: Catalyst Paper (USA) Inc.

UCC FINANCING STATEMENT		10-7226159326	
FOLLOW INSTRUCTIONS (front and back) CAREFULLY		03/22/2010 12:52	
A. NAME & PHONE OF CONTACT AT FILER [optional]		FILED	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)		CALIFORNIA SECRETARY OF STATE	
<input checked="" type="checkbox"/> CT Lien Solutions 1232 Q St Sacramento CA 95811		SOS	
<input type="checkbox"/> Account 10010537 DG		  24361710002 UCC 1 FILING	
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY			
1. DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (1a or 1b) - do not abbreviate or combine names			
1a. ORGANIZATION'S NAME			
<input checked="" type="checkbox"/> Catalyst Paper (USA) Inc.			
OR			
1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			
<input type="checkbox"/> 1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY			
1d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any			
<input type="checkbox"/> 2101 Fourth Avenue, Suite 1950 Seattle WA 98121 U.S.A.			
<input type="checkbox"/> Corporation California C1860895 <input type="checkbox"/> NONE			
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - Insert only one debtor name (2a or 2b) - do not abbreviate or combine names			
2a. ORGANIZATION'S NAME			
<input type="checkbox"/> 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			
2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY			
2d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any			
<input type="checkbox"/> 3a. ORGANIZATION'S NAME Computershare Trust Company of Canada, as the Collateral Trustee			
OR			
3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX			
3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY			
<input type="checkbox"/> 510 Burrard 3rd floor Vancouver BC V6C 3B9 Canada			
4. This FINANCING STATEMENT covers the following collateral:			
This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.			
5. ALTERNATIVE DESIGNATION (if applicable)			
<input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING			
<input type="checkbox"/> 6. This FINANCING STATEMENT is to be filed for record or recorded in the REAL ESTATE RECORDS. <input type="checkbox"/> Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) <input type="checkbox"/> ADDITIONAL FEE			
<input type="checkbox"/> 8. OPTIONAL FILER REFERENCE DATA			
FILE W/ CASOS			
77293298-23L			

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other Equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Credit Agreement or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Credit Agreement means the credit agreement dated as of August 13, 2008 as amended pursuant to a first amending agreement dated as of March [10], 2010, among Catalyst Paper, Catalyst Paper Holdings Inc. and Catalyst Paper (Snowflake) Inc., as borrowers and guarantors, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, the lenders party thereto, CIT Business Credit Canada 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 the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

Debt has the meaning set forth in the Credit Agreement.

24361710002

Equipment" has the meaning set forth in the Uniform Commercial Code as from time to time in effect in the State of New York or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to the Collateral Agent's lien on any asset pursuant to this financing statement.

Excluded Equipment" means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

Excluded Equity Interests" means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

Excluded Interest" means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible referred to solely for purposes of this definition as an "*Interest*") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

Guarantor" has the meaning set forth in the Credit Agreement.

Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

24361710002

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Credit Agreement.

"Subsidiaries" has the meaning set forth in the Credit Agreement.

24361710002

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
1232 Q St
Sacramento CA 95811

Account 10010537

DG

1072288397

04/13/2010 15:06

FILED

CALIFORNIA
SECRETARY OF STATE

SOS



24669280012 UCC 3 FILING

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

10-7226159326 (CASOS 03/10/2010)

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (or record) (or recorded) in the
REAL ESTATE RECORDS.2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is
continued for the additional period provided by applicable law.4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions
regarding to changing the name/address of a party. DELETE name: Give record name
to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also Item 7c;
also complete Items 7a-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME Catalyst Paper (USA) Inc.	FIRST NAME	MIDDLE NAME	SUFFIX
OR 6b. INDIVIDUAL'S LAST NAME			

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
OR 7b. INDIVIDUAL'S LAST NAME				
7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any	<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give additional detailed collateral description, or describe collateral assigned.

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME Computershare Trust Company of Canada, as the Collateral Trustee	FIRST NAME	MIDDLE NAME	SUFFIX
OR 9b. INDIVIDUAL'S LAST NAME			

10. OPTIONAL FILER REFERENCE DATA

FILE W/ CASOS

7816832-7

International Association of Commercial Administrators (IACA)
FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Indenture or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Debt has the meaning set forth in the Indenture.

Excluded Equipment means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

Excluded Equity Interests means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

Excluded Interest means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible

referred to solely for purposes of this definition as an "Interest") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Indenture.

"Indenture" means the indenture dated as of March 10, 2010, among Catalyst Paper Corporation, as issuer, Catalyst Paper Holdings Inc., Catalyst Paper (Snowflake) Inc., Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper, Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, Wilmington Trust FSB, as trustee, and Computershare Trust Company of Canada, as collateral trustee, as the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Indenture.

"Subsidiaries" has the meaning set forth in the Indenture.

1072288398

04/13/2010 15:06

FILED

CALIFORNIA
SECRETARY OF STATE

SOS

24669280013 UCC 3 FILING

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
1232 Q St
Sacramento CA 95811

Account 10010537 DG

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

10-7226159326 (CASOS 03/22/2010)

1b. This FINANCING STATEMENT AMENDMENT is
to be filed (or record) (or recorded) in the
REAL ESTATE RECORDS.2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.4. ASSIGNMENT (full or partial): Give name of assignee in Item 7a or 7b and address of assignee in Item 7c; and also give name of assignor in Item 8.5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in Items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions DELETE name: Give record name
in regards to changing the name/address of party. to be deleted in Item 6a or 6b. ADD name: Complete Item 7a or 7b, and also Item 7c;
also complete Items 7a-7p (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR Catalyst Paper (USA) Inc.

6b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

7c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

7d. SEE INSTRUCTIONS

ADDL INFO RE 7a. TYPE OF ORGANIZATION
ORGANIZATION
DEBTOR

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

 NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire revised collateral description, or describe collateral assigned.

This financing statement covers all assets of the debtor whether now owned or hereafter arising except for the Excluded Assets as set forth on Exhibit A attached hereto and made a part hereof.

B. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

8a. ORGANIZATION'S NAME

OR Computershare Trust Company of Canada, as the Collateral Trustee

8b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

10. OPTIONAL FILER REFERENCE DATA

FILE W/ CASOS

7816832-3

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

International Association of Commercial Administrators (IACA)

Exhibit A

This financing statement covers all assets of the debtor whether now owned or hereafter arising, except for the following assets (the "Excluded Assets"):

- (1) all Excluded Equipment and all motor vehicles and other equipment the title to which is evidenced by a certificate of title;
- (2) all Excluded Interests;
- (3) all Excluded Equity Interests;
- (4) any interest in real property acquired after the date of this filing if the net book value of such interest is less than \$250,000; and
- (5) all goods held by the debtor as bailee for Persons that are not Guarantors or required to become Guarantors under the terms of the Indenture or the Intercreditor Agreement.

Definitions:

Capitalized Lease Obligations means, with respect to any Person, Debt represented by obligations under a lease that is required to be capitalized for financial reporting purposes in accordance with GAAP, and the amount of such debt shall be the capitalized amount of such obligations determined in accordance with GAAP.

Capital Stock means, with respect to any Person, any and all shares, interests, participations or other equivalents (however designated and whether or not voting) of corporate stock, shares, partnership interests or any other participation, right or other interest in the nature of an equity interest in such Person including, without limitation, common stock and preferred stock of such Person, or any option, warrant or other security convertible into any of the foregoing.

Company means Catalyst Paper Corporation.

Debt has the meaning set forth in the Indenture.

Excluded Equipment means at any date any equipment or other assets or Property of the debtor which is the subject of, or secures, Purchase Money Debt or a Capitalized Lease Obligation if and to the extent that (i) a restriction in favor of a Person who is not the Company or a Restricted Subsidiary contained in the agreements or documents granting or governing such Capitalized Lease Obligation or purchase money obligation prohibits, or requires any consent or establishes any other conditions for or would result in the termination of such agreement or document because of an assignment thereof, or a grant of a security interest therein, by the Company or any Guarantor and (ii) such restriction relates only to the asset or assets acquired by the Company or any Guarantor with the proceeds of such Purchase Money Debt or Capitalized Lease Obligation and attachments thereto, improvements thereof or substitutions therefor.

Excluded Equity Interests means all Capital Stock and other equity interests owned at any time by the debtor in any Subsidiary or any other Person or joint venture.

Excluded Interest means at any date any rights or interest of the debtor under any agreement, contract, license, instrument, document or other general intangible, in each case other than a leasehold interest in real property (any such agreement, contract, license, instrument, document or other general intangible

referred to solely for purposes of this definition as an "*Interest*") to the extent that such Interest by its terms, or any requirement of law, prohibits, or requires any consent (which has not been obtained) or establishes any other condition for or would terminate or be violated because of, an assignment thereof or a grant of a security interest therein by the debtor (unless such consent is obtained or condition is satisfied), it being understood that the debtor shall have no obligation to seek to obtain any such consent or satisfy any such condition.

"Fair Market Value" means, with respect to any asset or property, the price which could be negotiated in an arm's-length, free market transaction, for cash, between a willing seller and a willing and able buyer, neither of whom is under undue pressure or compulsion to complete the transaction, as determined by the board of directors of the debtor in the case of transactions in excess of \$10,000,000.

"GAAP" means the generally accepted accounting principles utilized by the Company in connection with the preparation of its financial statements, as in effect from time to time; provided, that such principles must be either U.S. generally accepted accounting principles, Canadian generally accepted accounting principles or international generally accepted accounting principles.

"Guarantor" has the meaning set forth in the Indenture.

"Indenture" means the indenture dated as of March 10, 2010, among Catalyst Paper Corporation, as issuer, Catalyst Paper Holdings Inc., Catalyst Paper (Snowflake) Inc., Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Sales Inc., Catalyst Pulp Operations Limited, Catalyst Paper Finance Limited, Elks Falls Pulp and Paper Limited, 0606890 B.C. Ltd., Pacifica Poplars Ltd., Catalyst Paper, Catalyst Paper Energy Holdings Inc., Catalyst Paper Recycling Inc., Catalyst Paper (USA) Inc., Pacifica Paper Sales Inc., Pacifica Papers US Inc., Pacifica Poplars Inc., The Apache Railway Company and Catalyst Paper Services (Hungary) Limited Liability Company, as guarantors, Wilmington Trust FSB, as trustee, and Computershare Trust Company of Canada, as collateral trustee, as the same may be further amended, modified, extended, renewed, replaced, restated, or supplemented from time to time.

"Intercreditor Agreement" means the intercreditor agreement dated as of the date hereof among the Company, the Guarantors, CIT Business Credit Canada Inc., and Computershare Trust Company of Canada.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, including any agency or political subdivision thereof.

"Property" of any Person means all types of real, personal, tangible, intangible or mixed property owned by such Person whether or not included in the most recent consolidated balance sheet of such Person and its Subsidiaries under GAAP.

"Purchase Money Debt" means any Debt incurred by a Person to finance the cost (including the cost of acquisition, construction, lease, installation or improvement) of any Property or assumed in connection with the acquisition of any Property, the principal amount of which Debt does not exceed the sum of (i) the lesser of (a) the Fair Market Value of such Property and (b) 100% of such cost or acquisition consideration and (ii) reasonable fees and expenses of such Person incurred in connection therewith.

"Restricted Subsidiary" has the meaning set forth in the Indenture.

"Subsidiaries" has the meaning set forth in the Indenture.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY
A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

CT Lien Solutions
1232 Q St
Sacramento CA 95811

Account 10010537 DG

11-7272130408

06/02/2011 12:51

FILED

CALIFORNIA
SECRETARY OF STATE

SOS

CORPORATION SERVICE COMPANY
www.cscglobal.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-B-327999
Project Id :
Additional Reference : NOT PROVIDED

Order# 076518-1
Order Date 01/30/2012

Subject :

CATALYST PAPER CORPORATION

Jurisdiction :

DC-RECORDER OF DEEDS

Request for :

UCC Debtor Search

Result :

Records found

Thru Date :

January 18, 2012

No. of findings :

3

Original UCC Filings :

3

Amendments :

0

Continuations :

0

Assignments :

0

Releases :

0

Corrections :

0

Terminations :

0

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

203

CORPORATION SERVICE COMPANY
www.cscglobal.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-B-327999
Project Id :
Additional Reference : NOT PROVIDED

Order# 076518-1
Order Date 01/30/2012

Subject :

CATALYST PAPER CORPORATION

Jurisdiction :

DC-RECORDER OF DEEDS

Request for :

UCC Debtor Search

Result :

Records found

File Type :

Original

File Number :

2007157871

File Date :

12/20/2007

Current Secured Party of Record :

HSBC BANK CANADA LEASING

File Type :

Original

File Number :

2007159562

File Date :

12/27/2007

Current Secured Party of Record :

HSBC BANK CANADA LEASING

File Type :

Original

File Number :

2010020815

File Date :

03/10/2010

Current Secured Party of Record :

COMPUTERSHARE TRUST COMPANY OF CANADA, AS THE
COLLATERAL TRUSTEE

Followup :

Direct access search performed by Correspondent using
this jurisdiction's search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at
www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

CORPORATION SERVICE COMPANY

www.cscglobal.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in a manner is a violation of the Fair Credit Reporting Act.

Doc# 2897157A1
Filed & Recorded
12/29/2007 3:34PM
LAKARTADS
REORDER OF DEEDS
WASH DC REORDER OF DEEDS
SURCHARGE
UCRECORD
Total: \$ 46.98 46.58

SURCHARGE
UCCRECORD\$ 8.50
\$ 40.00

LT1-5-2007159562-1

LT2-0-0-1

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)
Paul Meier (206) 654-2214

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Federal Research
1023 15th Street, NW, Suite 401
Washington, DC 20005Uoch Z007159562 Fee: 345.50
12/27/2007 10:48AM Pages 1
Filed & Recorded in Official Records of
WASH DC RECORDER OF DEEDS LARRY TODD

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Catalyst Paper Corporation

OR 1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

250 Howe Street, 16th Floor

Vancouver

BC

V6C 3R8

Canada

1d. INSTRUCTIONS

ADDL INFO RE ORGANIZATION

1e. TYPE OF ORGANIZATION

1f. JURISDICTION OF ORGANIZATION

1g. ORGANIZATIONAL ID #, if any

DEBTOR

Corporation

Canada

3937615

 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

2d. INSTRUCTIONS

ADDL INFO RE ORGANIZATION

2e. TYPE OF ORGANIZATION

2f. JURISDICTION OF ORGANIZATION

2g. ORGANIZATIONAL ID #, if any

DEBTOR

Corporation

1

 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE OR ASSIGNEE'S SPV) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR 3b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

3c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

1500-888 Dunsmuir Street

Vancouver

BC

V6C 3K4

Canada

4. The FINANCING STATEMENT covers the following collateral:

Serial #: 832043 Year: 2006 Make/Model: Barge

The above described barge named "Johnstone Strait"; together with manufacturing warranties relating to the above described collateral and all attachments, accessions, appurtenances, accessories, parts, substitutions and replacements thereto and therefrom and all identifiable or traceable personal property in any form derived directly or indirectly from any dealing with such collateral or proceeds therefrom including all goods, securities, instruments, documents of title, chattel paper, intangibles and money (all as defined in the Uniform Commercial Code) and all rights to any insurance payment or any other payment as indemnity or compensation for loss of, or damage to, such collateral or the proceeds therefrom and any leases, charters or other arrangement the Debtor may enter into with any third party in respect of any such collateral or proceeds and all rights, interest, benefits, rents, profits, monies, and proceeds both present and future, of the Debtor related thereto.

5. ALTERNATIVE DESIGNATION (if applicable) LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC-FILING
 6. The FINANCING STATEMENT is to be filed (or recorded) in the REAL Check to REQUEST SEARCH REPORT(S) on Debtor(s) (or owner)
 ESTATE RECORDS. Attach Addendum (if applicable) ADDITIONAL FEE All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

008390/0014

International Association of Commercial Administrators (IACA)
FILING OFFICE COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

(C)

EXHIBIT A

1. REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date
ELECTRAPRIME	2954759	May 24, 2005
THE WORLD PRINTS ON US	2895143	October 19, 2004
ELECTRASOFT	2911981	December 21, 2004
ELECTRACAL	2876098	August 24, 2004
ELECTRASTAR	2870843	August 10, 2004
ELECTRACOTE	2852488	June 15, 2004
ELECTRABRITE	2839533	May 11, 2004
PLATINUMLINER	2770711	October 7, 2003
[DESIGN]	2731592	July 1, 2003
CATALYST	3197816	January 16, 2007
SILVERLINER	2071194	June 17, 1997
TITANIUMLINER	1975423	May 21, 1996
CHROMIUMLINER	1983054	June 25, 1996
BRONZELINER	1983053	June 25, 1996
CATALYST	1918830	September 12, 1995
FC	1665579	November 26, 1991
FC	1664078	November 12, 1991

2. TRADEMARK APPLICATIONS

Trademark	Application Number	Filing Date

CATALYST COOLED	77349807	December 12, 2007
FRESH THINKING ON PAPER TARR LIVE	77086438	January 19, 2007
ELECTRAPLUS	77656635	January 26, 2009

3. PATENTS

Title	Patent No.	Issue Date
MEMBRANE SEPARATION PROCESS	4995983	02/26/1991
METHOD OF BRIGHTENING BRIGHTENING MECHANICAL PULP USING SILICATE-FREE PEROXIDE BLEACHING	5223091	06/29/1993
COAT WEIGHT PROFILING	5376177	12/27/1994
NEUTRAL PAPERMAKING	5505819	04/09/1996
COATER HEAD	5902401	05/11/1999
DISPOSABLE/REUSABLE CORE ADAPTERS	7210648	05/01/2007
DISPOSABLE/REUSABLE CORE ADAPTERS	7481392	01/27/2009
DISPOSABLE/REUSABLE CORE ADAPTERS	7523536	04/28/2009
DISPOSABLE/REUSABLE CORE ADAPTERS	7536763	05/26/2009

Doc# 2010020815 Fees: \$76.50
03/10/2010 3:43PM Pages 3
F.Iled & Recorded in Official Records of
IASH DC RECORDER OF DEEDS LARRY TODD

SURCHARGE
UCCRECORD

\$ 5.50
70 00



CORPORATION SERVICE COMPANY
www.cscglobal.com

211

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-B-3279910
Project Id :
Additional Reference : NOT PROVIDED

Order# 076518-2
Order Date 01/30/2012

Subject : NORSKE SKOG CANADA LIMITED
Jurisdiction : DC-RECORDER OF DEEDS
Request for : UCC Debtor Search
Thru Date : January 18, 2012
Result : Clear
Followup : Direct access search performed by Correspondent using
this jurisdiction's search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at
www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions
You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

CORPORATION SERVICE COMPANY
www.cscglobal.com

212
CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-B-3279911
Project Id :
Additional Reference : NOT PROVIDED

Order# 076518-3
Order Date 01/30/2012

Subject :	CATALYST PAPER CORPORATION
Jurisdiction :	DC-RECORDER OF DEEDS
Request for :	Federal Tax Lien Search
Thru Date :	January 18, 2012
Result :	Clear
Followup :	Direct access search performed by Correspondent using this jurisdiction's search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at
www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions
You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.

CORPORATION SERVICE COMPANY
www.cscglobal.com

CSC- Springfield
801 Adlai Stevenson Drive
Springfield, IL 62703
217-544-5900
217-492-2727 (Fax)

Matter# 145980-2-B-3279912
Project Id :
Additional Reference : NOT PROVIDED

Order# 076518-4
Order Date 01/30/2012

Subject :	NORSKE SKOG CANADA LIMITED
Jurisdiction :	DC-RECORDER OF DEEDS
Request for :	Federal Tax Lien Search
Thru Date :	January 18, 2012
Result :	Clear
Followup :	Direct access search performed by Correspondent using this jurisdiction's search logic.

Ordered by UCC FILING UNIT at SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at
www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Amy S. Schwab
aschwab@cscinfo.com

Corporation Service Company(R) Terms and Conditions

You agree that all information that Corporation Service Company furnishes to you will be used solely as one factor in your credit, insurance, marketing or other business decisions and will not be used (i) in determining a consumer's eligibility for credit or insurance where such credit or insurance is to be used primarily for personal, family or household purposes, (ii) for employment purposes, or (iii) for governmental licenses. Use of the information in the above manner is a violation of the Fair Credit Reporting Act.