IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	:	Chapter 15
CATALYST PAPER CORP., et al.,	:	Case No. 12-10221 (PJW)
Debtors.[1]	:	Jointly Administered

SEVENTH DECLARATION OF BRIAN BAARDA

I, Brian Baarda, hereby declare as follows:

1. I am the Vice President, Finance and Chief Financial Officer of Catalyst Paper Corporation ("CPC"), the authorized foreign representative of the above-captioned debtors (collectively, the "Debtors" and, together with the Debtors' non-Debtor affiliates, the "Company"). I have held these positions since November 2009. I joined the Company in 1989 and have worked in several locations and held a number of senior accounting and analysis positions until moving to the operations side of the Company in 2001 as the pulp mill manager at the former Elk Falls Division until 2003. From 2003 to 2005, I held the position of Vice President, Supply Chain. From 2005 to April 2008, I was the Vice President of the Powell River Division of CPC. From April 2008 to November 2009, I was the Vice President of Operations.

[1] These jointly administered cases are those of the following Debtors: 0606890 B.C. Ltd., Catalyst Paper Corporation, Catalyst Paper Energy Holdings Inc., Catalyst Paper General Partnership, Catalyst Pulp and Paper Sales Inc., Catalyst Pulp Operations Ltd., Catalyst Pulp Sales Inc., Elk Falls Pulp and Paper Ltd., and Pacifica Poplars Ltd. (collectively, the "Canadian Debtors") in addition to Catalyst Paper Holdings Inc., Pacifica Papers U.S. Inc., Pacifica Poplars Inc., Pacifica Papers Sales Inc., Catalyst Paper (USA) Inc., Catalyst Paper (Recycling) Inc., Catalyst Paper (Snowflake) Inc., and The Apache Railway Company (collectively, the "U.S. Debtors").

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2. I am authorized by the Debtors to make this declaration (the "Seventh Declaration"). I submit this Seventh Declaration in support of the Debtors' contemporaneously-filed *Reply of Catalyst Paper Corporation to Objection of 2014 Noteholders to Debtors' Motion to Enforce Canadian Court Order Concerning Sale and Investment Solicitation Procedures* (the "Reply").[2]

3. I have been aware of and consistently informed regarding the Sale and Investor Solicitation Procedures (the "Bidding Procedures") and the Stalking Horse Agreement, in my capacity as Vice President, Finance and Chief Financial Officer. From time to time, I have been personally involved in the negotiation of the Stalking Horse Agreement. A true and correct copy of the Canadian Stalking Horse Order, as entered by the Canadian Court approving the Stalking Horse Agreement, is attached hereto as Exhibit A.

4. Except as otherwise indicated, all facts set forth in this Seventh Declaration in support of the Reply are based upon my personal knowledge, information supplied to me by other members of the Debtors' management and professionals, or learned from my review of relevant documents or upon my opinion based upon my experience and knowledge of the Debtors' industry, operations, and financial condition. I am an individual over the age of 18 and, if called upon to testify, I could and would testify competently to the facts set forth herein.

5. The Debtors have received multiple expressions of interest from potential purchasers interested in acquiring Debtors' individual, non-core assets. The Debtors have also received expressions of interest from potential purchasers in individual core assets. Nonetheless,

[2] Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Reply.

the Debtors, in an exercise of their business judgment, determined that pursuing a global, broad-based bid for the Debtors' going-concern operations and assets, as outlined in the Stalking Horse Agreement, would maximize value for the business enterprise, its creditors, and its stakeholders.

6. Importantly, the Debtors are operating under various time constraints, and the insolvency process in which they are engaged has distracted management and diverted substantial resources from their core businesses. As further explained in the *Motion of Debtors for Order (I) Enforcing Canadian Court Order in Connection with Sale and Investor Solicitation Procedures and (II) Approving Protocol for a Joint Cross-Border Hearing* (the "Motion"), the second Restructuring Support Agreement (as amended, the "Second RSA") and Bidding Procedures incorporated by reference into the Second RSA, include various milestones by which the Debtors must pursue and implement restructuring transactions. For example, the Debtors must commence the sale process within two (2) business days following any Plan Failure (i.e., failure to achieve the requisite statutory thresholds of support for approval of the present Plan).

7. The Debtors believe that the process outlined in the Bidding Procedures (including the potential sale to the Stalking Horse) is the best means for maximizing value to the estates if a Plan Failure occurs. In light of the timing constraints imposed by the Second RSA and other pressures, the Debtors, again exercising their business judgment, determined that it was exceedingly unlikely that the Debtors would be able to successfully negotiate the terms of a stalking horse bid with any entity other than the 2016 Noteholders on a timely basis. In pursuing this course of action, the Debtors engaged in heated and lengthy negotiations with the 2016 Noteholders regarding the terms of the Stalking Horse Agreement including the terms regarding the Expense Reimbursement. As a consequence, the Debtors, the Monitor and a substantial cross-section of the Debtors' stakeholders all agree that the Debtors obtained the best bid, which

still remains subject to higher and better bids, that they could obtain under the circumstances. In the absence of the Stalking Horse Agreement, the Debtors would be put in the untenable position of commencing a Sale Process with no ability to encourage or entice bidders to pursue their going-concern operational assets as a whole, to the great detriment of the Debtors' stakeholders. Even assuming that bidders would provide broad-based bids in that environment, they would lack structure and consistency that the existence of the Stalking Horse Agreement fosters.

8. The implementation of inconsistent or divergent procedures with respect to the marketing and disposition of the Debtors' assets in Canada, on the one hand, and in the United States, on the other, could not only hinder the Debtors' restructuring efforts, but could also detract from the value of the Debtors' estates and ultimately have a detrimental effect on stakeholder recovery.

9. The 2016 Noteholders who have executed the Second RSA and thereby supported the Debtors' restructuring efforts would not have done so without the Debtors' agreement, as part of the Second RSA, to the terms of the Stalking Horse Agreement, including the Expense Reimbursement. The Debtors believe that the execution of the Second RSA has been vital to its restructuring efforts. If the sale of substantially all of the Debtors' assets is the relevant restructuring transaction, the Second RSA and the Bidding Procedures will obligate the Debtors to pay the Expense Reimbursement to the 2016 Noteholders. It is my understanding that the Debtors are already authorized and obligated, pursuant to the terms of the Recognition Order and the relevant Canadian court orders, to pay these amounts.

10. The Monitor recently prepared the Ninth Report to Court which provides information regarding certain of the Debtors' assets which are unencumbered by the liens of the 2016 Noteholders. A true and correct copy of the Monitor's Ninth Report to Court, including all

publicly released appendices thereto, is attached hereto as Exhibit B. The work product and conclusions recited in the Monitor's Ninth Report to Court are those of the Monitor.

11. Although the Objecting Holders (as defined in the Reply) opposed entry of the Canadian Stalking Horse Order as well as the Canadian SISP Order (as defined in the Reply), their objections were overruled by the Canadian Court. A true and correct copy of the Application Response, filed on March 20, 2012, by Ad Hoc Unsecured 2014 Noteholders' Committee, is attached hereto as Exhibit C. A true and correct copy of the Application Response, filed on March 29, 2012, by Ad Hoc Unsecured 2014 Noteholders' Committee, is attached hereto as Exhibit D.

12. A true and correct copy of the Fourth Affidavit of Andrew Crabtree, filed in the Canadian Court (as defined in the Reply) on March 30, 2012, including all exhibits thereto, is attached hereto as Exhibit E.

13. Based on the foregoing, I believe that the relief requested in the Reply is well-justified, necessary to a successful reorganization of the Debtors and in the best interests of the Debtors and their creditors and should be granted in full.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: Richmond, British Columbia, Canada
April 12, 2012

/s/ Brian Baarda
Brian Baarda

Exhibit A

Canadian Stalking Horse Order

No. S120712
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57

AND

IN THE MATTER OF CATALYST PAPER CORPORATION AND THE PETITIONERS LISTED IN SCHEDULE "A"

PETITIONERS

ORDER MADE AFTER APPLICATION

APPROVAL OF STALKING HORSE PURCHASE AGREEMENT

BEFORE THE HONOURABLE MR. JUSTICE SEWELL	)))	April 4, 2012

ON THE APPLICATION of the Petitioner Parties coming on for hearing at Vancouver, British Columbia, on the 2nd day of April, 2012; AND ON HEARING, Bill Kaplan, Q.C. and Andrew Crabtree, counsel for the Petitioner Parties, John Grieve and Vicki Tickle, counsel for the Monitor PricewaterhouseCoopers Inc., and those other counsel listed in **Schedule "B"** hereto; AND UPON READING the material filed;

THIS COURT ORDERS AND DECLARES THAT:

1. In connection with the SISP, the agreement substantially in the form attached as Appendix A to this Order is hereby approved and accepted as the form of the Stalking Horse Purchase Agreement referred to in the Order of this Court dated March 22, 2012 (the "SISP Order").

2. The amendments to the SISP, authorized pursuant to the SISP and the SISP Order, are hereby approved as per the amended SISP attached as Appendix B.

3. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any Federal or State Court or administrative body in the United States of America (including, without limitation, the United States Bankruptcy Court), to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to (i) make such orders and to provide such assistance to the Petitioners Parties and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, (ii) grant representative status to any of the Petitioner Parties, and to CPC (as such term is defined in the Initial Order) on behalf of any or all of the Petitioner Parties, in any foreign proceeding, and (iii) assist the Petitioner Parties, CPC, the Monitor and the respective agents of each of the foregoing in carrying out the terms of this Order.

APPROVAL

4. Endorsement of this Order by counsel appearing on this application is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

Signature of
[ ] party [X] lawyer for the Petitioner Parties
Bill Kaplan, Q.C.

BY THE COURT.

Registrar

CHECKED

Schedule "A"

LIST OF ADDITIONAL PETITIONERS

Catalyst Pulp Operations Limited

Catalyst Pulp Sales Inc.

Pacifica Poplars Ltd.

Catalyst Pulp and Paper Sales Inc.

Elk Falls Pulp and Paper Limited

Catalyst Paper Energy Holdings Inc.

0606890 B.C. Ltd.

Catalyst Paper Recycling Inc.

Catalyst Paper (Snowflake) Inc.

Catalyst Paper Holdings Inc.

Pacifica Papers U.S. Inc.

Pacifica Poplars Inc.

Pacifica Papers Sales Inc.

Catalyst Paper (USA) Inc.

The Apache Railway Company

Schedule "B"

Party	Name of Party	Counsel Name
Interested Parties	Powell River Energy Inc., Quadrant Investments Ltd., TimberWest Forest Corp. and Edward C. Kress, Harry A. Goldgut and Richard Legault, Trustees of Powell River Energy Trust	Lance Williams Mary Buttery
Interested Party	JPMorgan Chase Bank, N.A.	Peter Reardon
Interested Parties	A Representative Group of 2014 Unsecured Noteholders and certain 2016 Noteholders	David Gruber Melaney Wagner (by telephone)
Interested Parties	A Representative Group of 2016 Noteholders	John Sandrelli Chris Ramsay Ryan Jacobs (by telephone)
Interested Party	Wilmington Trust, National Association	William Skelly George Benchetrit (by telephone)
Interested Parties	Ad Hoc Committee of 2014 Noteholders	Chris Simard Raj Sahni (by telephone)
Interested Parties	Catalyst Salaried Employees & Pensioner Committee	Ari Kaplan James Harnum (by telephone)
Interested Parties	CEP Unions – Locals 1, 76 (Powell River), 592, 686 (Port Alberni), 1132 (Crofton), 630, 1123 (Campbell River)	Dan Rogers
Interested Party	PPWC Local 2	Charles Gordon
Interested Party	Superintendent of Pensions	Sandra Wilkinson
Interested Party	Board of Directors of Catalyst	Heather Ferris Patrick Riesterer (by telephone)
Interested Parties	Western Forest Products, International Forest Products and Seaspan Marine Corporation	Steven Dvorak

Party	Name of Party	Counsel Name
Interested Party	Wells Fargo Bank NA	Orestes Pasparakis Vasuda Sinha (by telephone)
Interested Parties	Catalyst TimberWest Retired Salaried Employees Association	Andrea Glen
Interested Party	Canexus Corporation	Elizabeth Pillon
Interested Party	HMTQ in Right of the Province of British Columbia	Elizabeth Rowbotham
Interested Parties	United Steelworkers International and USW Local 2688	Stefanie Quelch

Appendix A

EXECUTION VERSION

ASSET SALE AGREEMENT

BY AND AMONG

CATALYST PAPER CORPORATION

AND

THE OTHER ENTITIES IDENTIFIED HEREIN AS SELLERS

AND

CP ACQUISITION, LLC

DATED AS OF APRIL __, 2012

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EXHIBITS

ASSET SALE AGREEMENT

This Asset Sale Agreement is dated as of April ___, 2012, among Catalyst Paper Corporation, a company organized under the Laws of Canada ("***Catalyst***"), the subsidiaries of Catalyst listed on the signature pages hereto (collectively, the "***Sellers***") and CP Acquisition, LLC, a limited liability company organized under the Laws of Delaware (the "***Purchaser***").

WITNESSETH:

WHEREAS, the Sellers beneficially own and operate the Business (as defined below);

WHEREAS, on January 31, 2012 (the "***Petition Date***"), the Sellers and Catalyst Paper General Partnership (collectively, the "***Canadian Debtors***") filed with the Supreme Court of British Columbia, Vancouver Registry (the "***Canadian Court***") an application for protection under the Companies' Creditors Arrangement Act (the "***CCAA***") (the proceedings commenced by such application, the "***CCAA Cases***") and were granted certain initial creditor protection pursuant to an order issued by the Canadian Court on the same date, as amended and restated on February 3, 2012 (the "***Amended and Restated Initial CCAA Order***"), as the same may be amended and restated from time to time;

WHEREAS, on February 1, 2012, Catalyst, as the foreign representative of the U.S. Debtors, commenced a proceeding to recognize the CCAA Cases pursuant to Chapter 15 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "***U.S. Bankruptcy Code***") in the United States Bankruptcy Court for the District of Delaware (the "***U.S. Bankruptcy Court***");

WHEREAS, on March 5, 2012 the U.S. Bankruptcy Court granted recognition of the CCAA Cases as foreign main proceedings under Chapter 15 of the U.S. Bankruptcy Code (the "***Chapter 15 Cases***");

WHEREAS, the Sellers have agreed to transfer to the Purchaser or the Designated Purchasers (as defined below), and the Purchaser has agreed to purchase and assume, and cause the Designated Purchasers to purchase and assume, the Assets and the Assumed Liabilities from the Sellers upon the terms and conditions set forth hereinafter (including the Auction). The aggregate Purchase Price (as defined below) to be paid by the Purchaser to Sellers for the Assets will consist of a credit bid by the Purchaser of the amount specified herein against certain amounts owed by Sellers under or in connection with the Senior Secured Notes, together with the cash and the assumption by the Purchaser of the Assumed Liabilities as further set forth in Section 2.2(a);

NOW, THEREFORE, in consideration of the respective covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby (the sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE I
INTERPRETATION

1.1 Definitions.

Capitalized terms used but not otherwise defined herein shall have the meanings set forth below:

"***Advance Ruling Certificate***" means an advance ruling certificate issued by the Commissioner pursuant to Section 102 of the Competition Act with respect to the transactions contemplated by this Agreement.

"***Action***" means any litigation, action, suit, charge, binding arbitration or other legal, administrative or judicial proceeding.

"***Affiliate***" means, as to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, or is under common Control with, or is Controlled by, such Person.

"***Agreement***" means this Asset Sale Agreement, the Sellers Disclosure Letter and all Exhibits and Schedules attached hereto and thereto and all amendments hereto and thereto made in accordance with Section 10.5.

"***Amended and Restated Initial CCAA Order***" has the meaning set forth in the recitals to this Agreement.

"***Ancillary Agreements***" means, in each case in a form reasonably acceptable to the Sellers and the Purchaser: (i) a Bill of Sale for the assignment and conveyance of the Assets from the Sellers to the Purchaser; (ii) deeds transferring title to the Owned Real Property to Purchaser; (iii) an Assignment and Assumption Agreement for the assignment and assumption of the Assumed Liabilities from the Sellers to the Purchaser; (iv) evidence that such Obligations are to be credited against the aggregate Obligations owing under the Senior Secured Notes Indentures in payment of the Purchase Price; and (v) instruments of assignment of the Patents, Trademarks, Copyrights, and any other assignments or instruments with respect to any Intellectual Property included in the Assets for which an assignment or instrument is required to assign, transfer, convey and deliver such Assets to the Purchaser or to record such assignment, transfer or conveyance with the appropriate government offices, domain name registrars or other similar authorities.

"***Antitrust Approvals***" means the HSR Approval, the Competition Act Approval, and the Mandatory Antitrust Approvals, as may be required.

"***Antitrust Laws***" means the Competition Act, the HSR Act, and any competition, merger control and antitrust Law of any other applicable supranational, national, federal, state, provincial or local Law designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolizing or restraining trade or lessening competition of any other country or jurisdiction, to the extent applicable to the transactions contemplated by this Agreement.

"***Asset Allocation Schedule(s)***" has the meaning set forth in Section 2.2(b).

"***Assets***" has the meaning set forth in Section 2.1(a).

"***Assigned Contracts***" means all Designated Seller Contracts other than Non-Assigned Contracts.

"***Assumed Liabilities***" has the meaning set forth in Section 2.1(c).

"***Auction***" means an auction for the sale of the Assets conducted in accordance with the Stalking Horse Bid and SISP Orders.

"Bankruptcy Consents" has the meaning set forth in Section 4.1(a).

"***Bankruptcy Court***" means any or all of, as the context may require, the Canadian Court, the U.S. Bankruptcy Court and any other court before which Bankruptcy Proceedings are held.

"***Bankruptcy Laws***" means the CCAA, the Bankruptcy and Insolvency Act (Canada), the U.S. Bankruptcy Code and the other applicable insolvency Laws of any jurisdiction where Bankruptcy Proceedings are held.

"***Bankruptcy Proceedings***" means the CCAA Cases and the Chapter 15 Cases, in each case, any proceedings thereunder, as well as any other voluntary or involuntary bankruptcy, insolvency, administration or similar judicial proceedings concerning any of the Sellers that are held from time to time.

"***Bid Direction Letter***" means the instruction letter provided to the Trustee and the Collateral Trustee by holders of such majority of the aggregate principal amount of the Senior Secured Notes as is required in accordance with the Senior Secured Notes Indentures, the Security Agreement and the Collateral Trust Agreement to make a credit bid as described in Section 2.2(a).

"***Business***" means the current business of the Sellers, being the manufacture, production and sale of newsprint, directory, mechanical paper, and market pulp, and all activities incidental thereto.

"***Business Day***" means a day on which the banks are opened for business (Saturdays, Sundays, statutory and civic holidays excluded) in (i) New York, New York, U.S. and (ii) Vancouver, British Columbia, Canada.

"***Business Information***" means all books, records, files, documentation and sales literature owned by the Sellers and in the possession or under control of the Sellers that are used or held for use in connection with the Business, including information, policies and procedures, Equipment manuals and materials and procurement documentation used in the Business and information received pursuant to Section 2.1(a)(viii), but excluding any Employee Records for Employees or former employees who are not Transferred Employees.

"***Canadian Court***" has the meaning set forth in the recitals to this Agreement.

"***Canadian Debtors***" has the meaning set forth in the recitals to this Agreement.

"***Canadian Sale Hearing***" has the meaning set forth in Section 5.1(c).

"***Canadian Sale Order***" has the meaning set forth in Section 5.1(c).

"***CCAA***" has the meaning set forth in the recitals to this Agreement.

"***CCAA Cases***" has the meaning set forth in the recitals to this Agreement.

"***Chapter 15 Cases***" has the meaning set forth in the recitals to this Agreement.

"***Claim***" has the meaning set forth in Section 101(5) of the U.S. Bankruptcy Code.

"***Closing***" has the meaning set forth in Section 2.3(a).

"***Closing Date***" has the meaning set forth in Section 2.3(a).

"***COBRA***" means continuation health care coverage in accordance with Section 4980B of the Code and Title I, Subtitile B, Part 6 of ERISA.

"***Code***" means the United States Internal Revenue Code of 1986, as amended.

"***Collateral Trust Agreement***" means that certain Collateral Trust Agreement dated March 10, 2010 among Catalyst, the guarantor parties thereto, Wilmington Trust, National Association, as Trustee, the other "Secured Debt Representatives" from time to time party thereto, and the Collateral Trustee, as same may have been amended, modified or supplemented from time to time.

"***Collateral Trustee***" means Computershare Trust Company of Canada or any successor collateral trustee.

"***Collective Labor Agreement***" means any agreement that a Person has entered into with any union or collective bargaining agent.

"***Commissioner***" means the Commissioner of Competition appointed under the Competition Act or any person duly authorized to exercise the powers and perform the duties of the Commissioner of Competition.

"***Competition Act***" means the Competition Act (Canada), as amended.

"***Competition Act Approval***" means: (i) the issuance of an Advance Ruling Certificate and such Advance Ruling Certificate has not been rescinded prior to Closing; or (ii) the Purchaser and the Sellers have given the notice required under section 114 of the Competition Act with respect to the transactions contemplated by this Agreement and the applicable waiting period under section 123 of the Competition Act has expired or has been terminated in accordance with the Competition Act and the Purchaser has been advised in writing by the Commissioner that the Commissioner does not, at that time, intend to make an application under

section 92 of the Competition Act in respect of the transactions contemplated by this Agreement ("no-action letter").

"***Competition Tribunal***" means the Competition Tribunal established under the Competition Tribunal Act (Canada).

"***Consent***" means any approval, authorization, consent, order, license, permission, permit, including any Environmental Permit, qualification, exemption or waiver by any Government Entity or other Third Party.

"***Contract***" means any legally binding contract, agreement, obligation, license, undertaking, instrument, lease, ground lease, commitment or other arrangement, whether written or oral.

"***Contract and Cure Schedule***" has the meaning set forth in Section 2.1(e)(i).

"***Control***", including, with its correlative meanings, "Controlled by" and "under common Control with", means, in connection with a given Person, the possession, directly or indirectly, of the power to either (i) elect more than fifty percent (50%) of the directors of such Person or (ii) direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, Contract or otherwise.

"***Copyrights***" means all U.S., Canadian and foreign copyrights and copyrightable subject matter, whether registered or unregistered, including all U.S. and Canadian copyright registrations and applications for registration and foreign equivalents, all moral rights and rights of attribution and integrity, all common law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright interests accruing by reason of any international copyright convention or treaty.

"***Courts***" has the meaning set forth in Section 10.7(b).

"***CRA***" means the Canada Revenue Agency.

"***Cure Cost***" means, as applicable, (i) with respect to any U.S. Debtor, any amounts or assurances required by Section 365(b)(1) of the U.S. Bankruptcy Code under any applicable Designated Seller Contract or (ii) with respect to any Canadian Debtor, any amounts required to satisfy monetary defaults in relation to the applicable Designated Seller Contract pursuant to Section 11.3 of the CCAA.

"***Debtors***" means, collectively, the Canadian Debtors and the U.S. Debtors.

"***Designated Purchaser***" has the meaning set forth in Section 2.4.

"***Designated Seller Contracts***" means all Contracts and Leases of each Seller that relate to the Business and which are listed in Section 1.1(a) of the Sellers Disclosure Letter; excluding from Section 1.1(a) of the Sellers Disclosure Letter such Contracts or Leases not to be assumed and assigned as requested by notice from the Purchaser pursuant to Section 2.1(e).

"***Designation Deadline***" means ten (10) Business Days prior to the Closing Date.

"***DIP Claims Amount***" means the aggregate amount due or accruing due (whether for principal, interest (including default interest), indemnification payments, premiums, charges, fees, costs (including the fees and expenses of legal counsel and other advisors) or otherwise whether ascertained or contingent) to the DIP Lenders pursuant to the DIP Credit Agreement.

"***DIP Credit Agreement***" means the $175,000,000 Senior Secured Super-Priority Debtor-in-Possession Term Loan Agreement among the Sellers and the DIP Lenders dated as of February 7, 2012, as amended, modified, supplemented or otherwise, as approved in the Amended and Restated Initial CCAA Order and by an order of the Bankruptcy Court, dated February 3, 2012.

"***DIP Lenders***" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent, and in its capacity as lender, and such other lenders as may be party to the DIP Credit Agreement from time to time.

"***Employee***" means each employee of any of the Sellers or their respective Subsidiaries engaged in the Business.

"***Employee Records***" means books, records, files, or other documentation with respect to Employees or any former employee of any of the Sellers.

"***Employee Transfer Time***" means with respect to each jurisdiction where Employees will become Transferred Employees in accordance with this Agreement, immediately upon the Closing.

"***Environmental Law***" means any applicable Law relating to pollution or protection of the environment (including ambient air, surface water, ground water, subsurface or subsurface strata), plant life, animal and fish or other natural resources or human health, including without limitation, Laws relating to the exposure to, or Releases or threatened Releases of, Hazardous Materials or otherwise relating to the manufacture, presence, processing, distribution, use, treatment, storage, Release, transport, disposal, transfer, discharge, control, recycling, production, generation or handling of Hazardous Materials and all Laws with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials, each as amended and as now in effect.

"***Environmental Permit***" means any permit, approval, license, certificate, consent, registration, certificate of authorization, waste management plan, operational certificate, approval in principle, certificate of compliance, voluntary remediation agreement or other authorization required under any Environmental Law to (i) conduct the Business as currently conducted or (ii) in relation to the Assets.

"***Equipment***" means (i) those items of tangible personal or movable property owned by any Seller that are held or used in connection with the Business and (ii) the other items of tangible personal or movable property owned by the Sellers, excluding, in each case, any Inventory, but including all express or implied warranties with respect thereto.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended.

"***Excluded Assets***" has the meaning set forth in Section 2.1(b).

"***Excluded Liabilities***" has the meaning set forth in Section 2.1(d).

"***Excluded Seller Contract***" means any Contract or Lease of the Sellers that is not a Designated Seller Contract.

"***Expense Reimbursement***" means all reasonable costs and expenses of the Purchaser and the Designated Purchasers incurred in connection with the development, execution, delivery and approval by the Bankruptcy Courts of this Agreement and the consummation of the transactions contemplated hereby (including, without limitation, reasonable expenses of counsel and other outside consultants and financial advisors and reasonable legal expenses related to the transactions contemplated hereby, preparing and negotiating this Agreement and documents related hereto, and conducting due diligence investigations of the Sellers or the Assets), (i) the payment of which, subject to U.S. Bankruptcy Court approval, shall be approved in the Chapter 15 Case as, (a) an actual and necessary cost and expense of preserving the Debtors' estates; (b) commensurate to the real and substantial benefit conferred upon the Debtors' estates by the Stalking Horse; (c) reasonable and appropriate, in light of the size and nature of the proposed Sale Transaction and comparable transactions, the commitments that have been made, and the efforts that have been and will be expended by the Stalking Horse and (d) necessary to induce the Stalking Horse to continue to pursue the sale transaction and to continue to be bound by the Stalking Horse Agreement; and (ii) which shall, in the CCAA Cases, be granted a priority charge against the Charged Property (in accordance with and as defined in the Amended and Restated Initial CCAA Order) of the Canadian Debtors ranking junior only to the DIP Charge, the D&O Charge, the KERP Charge, the Financial Advisor Charge, the Critical Suppliers' Charge and the Administration Charge (all as defined in the Amended and Restated Initial CCAA Order), and shall in each of the Bankruptcy Proceedings be authorized to be paid by the Stalking Horse and SISP Orders.

"***Final Order***" means an action taken or order issued by the applicable Government Entity as to which: (i) no request for stay of the action or order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or order, or protest of any kind, is pending before the Government Entity and the time for filing any such petition or protest is passed; (iii) the Government Entity does not have the action or order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or order is not then under judicial review, there is no notice of application for leave to appeal, appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

"***GAAP***" means the U.S. generally accepted accounting principles.

"***Government Entity***" means any U.S., Canadian, foreign, domestic, federal, territorial, provincial, state, municipal or local governmental authority, quasi-governmental authority,

instrumentality, court, government or self-regulatory organization, bureau, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing having jurisdiction.

"***Government Priority Claims***" means any Taxes withheld by a Seller on behalf of a Government Entity.

"***GST/HST***" means goods and services tax, including harmonized sales tax, payable under Part IX of the Excise Tax Act (Canada).

"***Hazardous Materials***" means (i) petroleum, petroleum products, asbestos in any form, mold, urea formaldehyde foam insulation, lead based paints, polychlorinated biphenyls or any other material or substance regulated pursuant to Environmental Laws, and (ii) any chemical, material or other substance which is regulated, defined or listed, alone or in any combination as "hazardous", "hazardous waste", "radioactive", "deleterious", "effluent", "toxic", "caustic", "dangerous", a contaminant, a pollutant, a "waste", a "special waste", a "source of contamination" or "source of pollution", under any Environmental Law.

"***HSR Act***" means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"***HSR Approval***" means expiration of all applicable waiting periods under the HSR Act (including any voluntary agreed extensions) or earlier termination thereof.

"***ICA Approval***" means that the Purchaser shall have received written evidence from the responsible Minister under the Investment Canada Act, on terms and conditions acceptable to the Purchaser, that the Minister is satisfied or is deemed to be satisfied pursuant to the Investment Canada Act that the transactions contemplated by this Agreement are likely to be of net benefit to Canada.

"***Intellectual Property***" means all U.S., Canadian and foreign intellectual and industrial property rights of any kind, including all: (i) Trademarks; (ii) Patents; (iii) inventions, novel devices, processes, compositions of matter, methods, techniques, improvements, observations, discoveries, apparatuses, machines, designs, expressions, theories and ideas, whether or not patentable and whether or not a patent has been issued or a patent application has been made therefor; (iv) Copyrights; (v) mask works; (vi) Trade Secrets, Know-How, and other proprietary, confidential, technical or business information; (vii) Software and technology, (viii) rights of privacy and rights to personal information, (ix) all telephone, telex, and facsimile numbers and Internet protocol addresses, (x) the Sellers' corporate names and (xi) all rights in the foregoing and in other similar intangible assets, and all rights and remedies (including the right to sue for and recover damages, profits and any other remedy) for past, present, or future infringement, misappropriation, or other violation relating to any of the foregoing.

"***Intellectual Property Rights***" has the meaning set forth in Section 4.7.

"***Inventory***" means any inventories of raw materials, manufactured and purchased parts, work in process, packaging, stores and supplies and unassigned finished goods inventories (which are finished goods not yet assigned to a specific customer order), in each case owned by

any Seller and held or used in connection with the Business, including any of the above items which is owned by a Seller but remains in the possession or control of a Third Party.

"***Investment Canada Act***" means the Investment Canada Act (Canada), as amended.

"***IRS***" means the United States Internal Revenue Service.

"***Know-How***" means scientific, engineering, mechanical, electrical, financial, marketing, practical and other similar knowledge or experience useful in the operation of the Business.

"***Knowledge***" or "aware of" or "notice of" or a similar phrase shall mean, with reference to the Sellers, the actual knowledge of those Persons listed on Section 1.1(b) of the Sellers Disclosure Letter.

"***Law***" means any U.S., Canadian, foreign, domestic, federal, territorial, state, provincial, local, regional or municipal statute, law, common law, ordinance, rule, regulation, order, writ, injunction, directive, judgment, decree or policy or guideline having the force of law.

"***Leased Real Property***" has the meaning set forth in Section 4.10(a).

"***Leases***" has the meaning set forth in Section 4.10(a).

"***Liabilities***" means debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Law or Action and those arising under any Contract or otherwise, including any Tax liability.

"***Lien***" means any lien, mortgage, pledge or security interest, hypothec (including legal hypothecs), encumbrance, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, real property license, other real rights in favor of Third Parties, charge, prior claim, lease, occupancy agreement, leasing agreement, statutory or deemed trust or conditional sale arrangement.

"***Mandatory Antitrust Approvals***" means a decision, in whatever form (including a declaration of lack of jurisdiction or a mere filing or notification, if the Closing can take place, pursuant to the applicable Antitrust Law, without a decision or the expiry of any waiting period) by any Government Entity under the Laws of any of the jurisdictions listed in Exhibit A or the expiry of the applicable waiting period, as applicable, under the Antitrust Laws of any of the jurisdictions listed in Exhibit A, authorizing or not objecting to the transactions contemplated by this Agreement, provided that any terms or conditions attached to such decision are acceptable to the Purchaser, acting reasonably.

"***Material Adverse Effect***" means any fact, condition, change, violation, inaccuracy, circumstance or event, individually or in the aggregate that (i) has, or is reasonably likely to have, a material adverse effect on the operations, results of operations or condition (financial or otherwise) of the Business, (ii) materially and adversely impairs the Assets or the Business (excluding the Excluded Assets and the Excluded Liabilities), taken as a whole, or (iii) materially and adversely delays or impedes the consummation of the transactions contemplated by this

Agreement, in each case except that any such fact, condition, change, violation, inaccuracy, circumstance or event results from or arises out of (a) changes in general economic conditions or changes affecting the industries and markets in which the Business operates (except to the extent that such changes have a disproportionate effect on the Assets or the Business), (b) macroeconomic factors, interest rates, currency exchange rates, general financial market conditions, acts of God, war, terrorism or hostilities, (c) changes in the North American paper or pulp markets (except to the extent that such changes have a disproportionate effect on the Assets or the Business), (d) the transactions contemplated hereby or any announcement hereof or the identity of the Purchaser or (e) the pendency of the Bankruptcy Proceedings.

"***Material Contracts***" has the meaning set forth in Section 4.6.

"***Misrepresentation***" has the meaning ascribed to such term in Section 1(1) of the Securities Act (British Columbia).

"***Monitor***" means PricewaterhouseCoopers LLP, in its capacity as the Canadian Court-appointed Monitor in connection with the CCAA Cases.

"***Non-Assignable Contracts***" has the meaning set forth in Section 2.1(e)(iv).

"***Non-Assigned Contracts***" means the Non-Assignable Contracts to the extent all applicable Consents to assignment thereof to the Purchaser or a Designated Purchaser have not been granted or obtained prior to the Closing Date.

"***Non-Union Employee***" means an Employee who is not a member of a Union.

"***Obligations***" has the meaning set forth in the Senior Secured Notes Indentures.

"***Order***" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Government Entity.

"***Ordinary Course***" means the ordinary course of the Business consistent with recent past practice, as such practice is, or may have been, modified as a result of the Bankruptcy Proceedings.

"***Owned Real Property***" has the meaning set forth in Section 4.10(a).

"***Parcels***" means the specifically identified groups of Assets listed on Section 1.1(c) of the Sellers Disclosure Letter.

"***Party***" or "***Parties***" means individually or collectively, as the case may be, the Sellers and the Purchaser.

"***Patents***" means all U.S., Canadian and foreign (whether national or multinational) statutory invention registrations, patents (including certificates of invention and other patent equivalents), patent applications, provisional patent applications and patents issuing therefrom, industrial designs, and industrial models, as well as all reissues, divisions, substitutions,

continuations, continuations-in-part, patent disclosures, extensions and reexaminations, and all rights therein provided by multinational treaties or conventions.

"***Periodic Taxes***" has the meaning set forth in Section 6.6.

"***Permitted Encumbrances***" means (i) statutory Liens for Taxes or governmental assessments, charges or claims the payment of which is not yet due, or for Taxes which are being contested in good faith by appropriate proceedings, such contested Taxes set forth in Section 1.1(d) of the Sellers Disclosure Letter, provided any such statutory Liens shall be discharged pursuant to the Sale Orders to the extent permitted by Law; (ii) any Liens imposed by any Bankruptcy Court in connection with the Bankruptcy Proceedings that are to be discharged from the Assets at Closing pursuant to the terms of the Sale Orders; (iii) any other Liens set forth in Section 1.1(d) of the Sellers Disclosure Letter; (iv) purchase money security interest interests on assets that are hereafter acquired by the Sellers; provided the same do not attach to or charge or encumber any other assets and (v) zoning, entitlement, building and land use regulations, minor defects of title, servitudes, easements, rights of way, restrictions and other similar charges or encumbrances which do not impair in any material respect the use or the value of the related assets in the Business as currently conducted.

"***Person***" means an individual, a partnership, a corporation, an association, a limited or unlimited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or other legal entity or Government Entity.

"***Petition Date***" has the meaning set forth in the recitals to this Agreement.

"***Plan Failure***" has the meaning set forth in the Stalking Horse and SISP Order.

"***Post-Closing Tax Period***" has the meaning set forth in Section 6.6.

"***Pre-Closing Tax Period***" has the meaning set forth in Section 6.6.

"***Products***" means any and all products that are developed, manufactured, marketed or sold by or on behalf of the Sellers as part of the Business.

"***Property***" means any interest in any kind of property or asset, whether real (including chattels real), personal or mixed, movable or immovable, tangible or intangible.

"***Public Documents***" means (i) the annual information form for Catalyst dated February 29, 2012; (ii) management's discussion and analysis for Catalyst for the year ended December 31, 2011; (iii) the audited consolidated financial statements of Catalyst as at and for the year ended December 31, 2011, together with the auditors' reports thereon; and (iv) all material change reports filed by Catalyst since December 31, 2011.

"***Purchase Price***" has the meaning set forth in Section 2.2(a).

"***Purchased Deposits***" means all deposits (including customer deposits and security deposits for rent, electricity and otherwise) and prepaid charges and expenses of Sellers, including the right to receive any refund of any unutilized amounts thereof, other than any

deposits or prepaid charges and expenses paid in connection with or relating exclusively to any Excluded Assets.

"***Purchaser***" has the meaning set forth in the preamble to this Agreement.

"***Purchaser Disclosure Letter***" means the disclosure schedule delivered by the Purchaser to the Sellers in accordance with Section 1.2(f).

"***Qualifying Jurisdictions***" means each of the Provinces of Canada and the United States to the extent permitted under applicable state securities or blue sky laws.

"***Regulatory Approvals***" means the Antitrust Approvals and the ICA Approval.

"***Release***" means any release, spill, emission, discharge, leaking, pouring, emptying, escaping, dumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including, without limitation, ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property.

"***Remedial Obligations***" means obligations existing under applicable Law which require one or more Sellers to take action or to cause action to be taken in order to remediate any Property contaminated by or otherwise exposed to any Hazardous Materials.

"***Restructuring and Support Agreement***" means the Restructuring and Support Agreement, dated March 11, 2012, among Catalyst, certain of its Subsidiaries, and certain consenting noteholders

"***Sale Orders***" has the meaning set forth in Section 5.1(c).

"***SEC***" means the United States Securities and Exchange Commission.

"***Securities Commissions***" means, collectively, the SEC and the securities commissions or similar securities regulatory authorities of all of the Provinces of Canada.

"***Securities Laws***" means all applicable securities laws in each of the Qualifying Jurisdictions and the respective regulations and rules under such laws together with applicable published policy statements of the Canadian Securities Administrators and the securities regulatory authorities in the Qualifying Jurisdictions, and the applicable rules and policies of the TSX.

"***Security Agreement***" means the security agreement between certain of the Sellers and the Collateral Trustee dated as of March 10, 2010.

"***Seller Employee Plan***" means any "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not covered by ERISA) and any other employee benefit or compensation plan, program or arrangement, whether written or oral, including any profit sharing, savings, bonus, performance awards, change of control, incentive compensation, deferred compensation, stock purchase, stock option, vacation, leave of absence, employee assistance, automobile leasing/subsidy/allowance, meal allowance, redundancy or severance,

relocation, family support, pension, supplemental pension, retirement, retirement savings, post retirement, medical, health, hospitalization or life insurance, disability, sick leave, retention, education assistance, expatriate assistance, compensation arrangement, including any base salary arrangement, overtime, on-call or call-in policy or death benefit plan, program or arrangement or any other similar plan, program, arrangement or policy that is maintained or otherwise contributed to, or required to be maintained or contributed to, by or on behalf of the Sellers or any of their Subsidiaries or Affiliates with respect to Employees, former Employees, retirees or their respective dependents or with respect to which any Seller or any Subsidiary of any Seller has any direct or contingent Liability, other than government sponsored pension, health care, social security, employment insurance, workers compensation, parental insurance, prescription drugs and similar plans.

"***Sellers***" has the meaning set forth in the preamble to this Agreement.

"***Sellers Disclosure Letter***" means the disclosure schedule delivered by the Sellers to the Purchaser in accordance with Section 1.2(f).

"***Senior Secured Notes***" means the notes issued pursuant to the Senior Secured Notes Indentures.

"***Senior Secured Notes Credit Bid***" has the meaning given to it in Section 2.2(a).

"***Senior Secured Notes Excluded Assets***" means those Assets of the Sellers which are not charged by the security granted to the Collateral Trustee by the Sellers to secure the Obligations owing in respect of the Senior Secured Notes Indentures and Senior Secured Notes, namely, the "Excluded Assets" as defined in the Senior Secured Note Indentures and any proceeds of the sale of such Excluded Assets.

"***Senior Secured Notes Indentures***" means (i) that certain Indenture, dated as of March 10, 2010, as amended, modified, supplemented or otherwise in effect from time to time, among Catalyst, as Issuer, the Guarantors, the Collateral Trustee and Wilmington Trust, National Association, as Trustee, together with all attendant notes, instruments, agreements and other documents, as the same have been amended, modified or supplemented from time to time, and (ii) that certain Indenture, dated as of May 19, 2010, as amended, modified, supplemented or otherwise in effect from time to time, among Catalyst, as Issuer, the Guarantors, the Collateral Trustee and Wilmington Trust, National Association, as Trustee, together with all attendant notes, instruments, agreements and other documents, as the same have been amended, modified or supplemented from time to time.

"***SISP***" means the sale and investor process in connection with the sale of the Assets.

"***Software***" means all computer software programs (whether in source code, object code, or other form) and software systems, including all websites, algorithms, databases, compilations and data, tool sets, compilers, higher level or "proprietary" languages, related documentation and technology, technical manuals and materials, and any rights relating to the foregoing.

"***Stalking Horse and SISP Orders***" means the order entered by the Canadian Court approving this Agreement to submit a bid to acquire substantially all of the assets of the Sellers on behalf of the Holders of the Senior Secured Notes and the SISP.

"***Straddle Period***" has the meaning set forth in Section 6.6.

"***Subsidiary***" of any Person means any Person Controlled by such first Person.

"***Successful Bid***" has the meaning set forth in the SISP.

"***Superior Alternative Offer***" means one or more credible, reasonably certain and financially viable Qualified Bids (as defined in the SISP) that do not, individually or in the aggregate, constitute a Superior Cash Offer but are approved by the Required Noteholders (as defined in the SISP).

"***Superior Cash Offer***" means one or more credible, reasonably certain and financially viable Qualified Bids that, individually or in the aggregate, would result in a cash distribution to the holders of the Senior Secured Notes of an amount exceeding the Purchase Price, including any subsequent bid by the Purchaser, on closing of the transaction contemplated by the Qualified Bid, which Qualified Bid also shall provide consideration sufficient to pay in full in cash on closing, or through the assumption of liabilities, (a) any claims ranking senior in priority to the Senior Secured Notes that are or would be payable in the CCAA Cases or Chapter 15 Cases with respect to the Sellers subject to the Qualified Bid, including the DIP Claims Amount, any other claims secured by the court ordered charges granted in the Amended and Restated Initial CCAA Order or any other order of the Canadian Court in the CCAA Cases and any claims in respect of assets of the Sellers to be acquired under the Qualified Bid that are Senior Secured Notes Excluded Assets; and (b) any amounts payable which are determined to have been incurred by the Sellers entirely (x) after the date of the Amended and Restated Initial CCAA Order and before the closing of a transaction hereunder; and (y) in compliance with the Amended and Restated Initial CCAA Order and other Orders made by the Canadian Court in the CCAA Cases with respect to the Sellers.

"***Superior Offer***" means either a Superior Cash Offer or a Superior Alternative Offer.

"***Tax***" means any domestic or foreign federal, state, local, provincial, territorial or municipal taxes or other impositions by any Government Entity, including Transfer Taxes and the following taxes and impositions: net income, gross income, capital, value added, goods and services, capital gains, alternative, net worth, harmonized sales, gross receipts, sales, use, ad valorem, business rates, transfer, franchise, profits, business, environmental, real or immovable property, municipal, school, Canada Pension Plan, withholding, workers' compensation levies, payroll, employment, unemployment, employer health, occupation, social security, excise, stamp, customs, and all other taxes, fees, duties, assessments, deductions, contributions, withholdings or charges of the same or of a similar nature, however denominated, together with any interest and penalties, additions to tax or additional amounts imposed or assessed with respect thereto.

"***Tax Act***" means the Income Tax Act (Canada) and the regulations promulgated thereunder, as amended from time to time.

"***Tax Authority***" means any local, municipal, governmental, state, provincial, territorial, federal, including any U.S., Canadian or other fiscal, customs or excise authority, body or officials anywhere in the world with responsibility for, and competent to impose, collect or administer, any form of Tax.

"***Tax Returns***" means all returns, reports (including elections, declarations, disclosures, statements, schedules, estimates and information returns) and other information filed or required to be filed with any Tax Authority relating to Taxes.

"***Third Party***" means any Person that is neither a Party nor an Affiliate of a Party.

"***Trade Secrets***" means trade secrets and other confidential or proprietary ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, information contained on drawings and other documents and information (including with respect to research, development and testing).

"***Trademarks***" means, together with the goodwill associated therewith, all U.S., Canadian, state, provincial and foreign trademarks, service marks, trade dress, logos, slogans, distinguishing guises and indicia, trade names (including all assumed or fictitious names under which the Business has been conducted), corporate names, business names, domain names, and any other indicia of source or sponsorship of goods or services, whether or not registered, including all common law rights, and registrations, applications for registration and renewals thereof, including all marks registered in the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the trademark offices of the states and territories of the U.S., and the trademark offices of other nations throughout the world and all rights therein, including those provided by multinational treaties or conventions.

"***Transaction Documents***" means this Agreement, the Ancillary Agreements and all other ancillary agreements to be entered into, or documentation delivered by, any Party and/or any Designated Purchaser pursuant to this Agreement.

"***Transfer Taxes***" means all goods and services, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated (specifically including British Columbia property transfer tax and harmonized sales tax), in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out of or in connection with the transaction, regardless of whether the Government Entity seeks to collect the Transfer Tax from the Sellers or the Purchaser.

"***Transferred Employee***" means a (i) Union Employee or (ii) a Non-Union Employee who accepts an offer of employment by, and commences employment with, the Purchaser or a Designated Purchaser, each in accordance with the terms of Section 7.1.

"***Transferred Employee Plan***" means all Seller Employee Plans listed on Section 1.1(a) of the Purchasers Disclosure Letter, (which schedule shall not include the Catalyst Paper Corporation Retirement Plan for Salaried Employees, nor any other registered pension plan, nor any Seller Employee Plans in respect of post-retirement benefits for the benefit of current and

former employees), and which schedule may be amended by the Purchaser in its sole discretion at any time prior to the Closing.

"***Transferred Intellectual Property***" means all Intellectual Property owned, used, or held for use by or on behalf of a Seller in the Business (or in any product, service, technology or process currently or formerly manufactured, produced, marketed, distributed or offered for sale by or on behalf of a Seller or currently under development by or on behalf of a Seller), including (i) the Patents listed in Section 1.1(e) of the Sellers Disclosure Letter, (ii) the Trademarks set forth in Section 1.1(f) of the Sellers Disclosure Letter, and (iii) any other Intellectual Property set forth in Section 1.1(g) of the Sellers Disclosure Letter.

"***Transferred Non-Union Employee***" means a Transferred Employee who is a Non-Union Employee.

"***TSX***" means the Toronto Stock Exchange.

"***Union***" means a union or employee association listed in Section 1.1(h) of the Sellers Disclosure Letter.

"***Union Employee***" means an Employee who is a member of a Union.

"***U.S.***" means the United States of America.

"***U.S. Bankruptcy Code***" has the meaning set forth in the recitals to this Agreement.

"***U.S. Bankruptcy Court***" has the meaning set forth in the recitals to this Agreement.

"***U.S. Debtors***" means the Debtors listed in Section 1.1(i) of the Sellers Disclosure Letter.

"***U.S. Sale Hearing***" has the meaning set forth in Section 5.1(c).

"***U.S. Sale Order***" has the meaning set forth in Section 5.1(c).

"***Wholly-Owned Subsidiary***" means any Subsidiary all of the capital stock in which is held directly or indirectly by the Purchaser.

1.2 Interpretation.

(a) Gender and Number. Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa.

(b) Certain Phrases and Calculation of Time. In this Agreement (i) the words "including" and "includes" mean "including (or includes) without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it, (ii) the terms "hereof", "herein", "hereunder" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections,

paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified, and (iii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding". If the last day of any such period is not a Business Day, such period will end on the next Business Day.

When calculating the period of time "within" which, "prior to" or "following" which any act or event is required or permitted to be done, notice given or steps taken, the date which is the reference date in calculating such period is excluded from the calculation. If the last day of any such period is not a Business Day, such period will end on the next Business Day.

(c) Headings, etc. The inclusion of a table of contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(d) Currency. All monetary amounts in this Agreement, unless otherwise specifically indicated, are stated in U.S. currency. All calculations and estimates to be performed or undertaken, unless otherwise specifically indicated, are to be expressed in U.S. currency. All payments required under this Agreement shall be paid in U.S. currency in immediately available funds, unless otherwise specifically indicated herein. Where another currency is to be converted into U.S. currency it shall be converted on the basis of the exchange rate published in the Wall Street Journal for the day in question.

(e) Statutory References. Unless otherwise specifically indicated, any reference to a statute in this Agreement refers to that statute and to the regulations made under that statute as in force from time to time.

(f) Exhibits and Schedules. All Exhibits, the Purchaser Disclosure Letter and the Sellers Disclosure Letter annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set in full herein. Any capitalized terms used in any Exhibit, the Purchaser Disclosure Letter or the Sellers Disclosure Letter but not otherwise defined therein shall be defined as set forth in this Agreement.

ARTICLE II
PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale.

(a) Assets. Subject to the terms and conditions of this Agreement, at the Closing, the Purchaser shall, and shall cause the relevant Designated Purchasers to, purchase or be assigned and assume from the relevant Sellers, and each Seller shall sell, transfer, assign, convey and deliver to the Purchaser or the relevant Designated Purchasers all of its right, title and interest in and to the properties and assets of Sellers (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (herein collectively called the "***Assets***") free and clear of all

Liens and Claims (other than Permitted Encumbrances, except for those Permitted Encumbrances that are to be expunged and discharged pursuant to the Sale Orders) pursuant to the Sale Orders, when granted, including, but not limited to, all right, title and interest of each Seller in, to and under:

(i) other than the Senior Secured Notes Excluded Assets, all cash and cash equivalents, including bank balances, term deposits, supplier deposits and similar instruments, including restricted cash supporting letters of credit;

(ii) accounts receivable, trade accounts, credit receivables, notes receivable, book debts and other debts due or accruing due to any Seller as of the Closing;

(iii) any refunds due from, or payments due on, claims with the insurers of any of the Sellers in respect of losses arising prior to the Closing;

(iv) the Inventory;

(v) the Equipment;

(vi) the Owned Real Property and Leased Real Property;

(vii) the Assigned Contracts;

(viii) the Business Information, subject to Sections 2.1(b)(iii) and 2.1(b)(iv);

(ix) Employee Records, except Employee Records for Employees or former employees who are not Transferred Employees;

(x) the Transferred Intellectual Property;

(xi) to the extent related to the Assets and except as set forth in Section 2.1(b)(v) and Section 2.1(b)(vii), all rights, claims or causes of action of Sellers against Third Parties arising out of events occurring prior to the Closing, including and, for the avoidance of doubt, arising out of events occurring prior to the Petition Date, and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to Sellers;

(xii) any proprietary rights in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property, including memoranda, manuals, technical specifications and other records wherever created throughout the world;

(xiii) the Consents of Government Entities (including those listed in Section 2.1(a)(xiii) of the Sellers Disclosure Letter) to the extent transferable at Law;

(xiv) all Products, including all products in development by Sellers;

(xv) all pre-paid expenses of the Business, including any deposits, but not including any rights described in Section 2.1(b)(xi) or amounts in respect of Taxes described in Section 6.6;

(xvi) all telephone, telex and telephone facsimile numbers and other directory listings and e-mail and website addresses used in connection with the Business;

(xvii) all Purchased Deposits;

(xviii) all goodwill associated with the Business or the Assets, including (i) the right to carry on the Business under the name "Catalyst Paper" (ii) all domain names of the Sellers and (iii) all customer lists, files, data and information relating to past and present customers and prospective customers of the Business;

(xix) copies of Tax records related to the Assets and the Business;

(xx) the equity interests listed in Section 2.1(a)(xx) of the Purchaser Disclosure Letter;

(xxi) all amounts remaining in the trust accounts referred to in Section 2.1(b)(xi) following payments of the reasonable fees and disbursements contemplated by such Section;

(xxii) all rights to Tax refunds, credits or similar benefits relating to the Assets or the Business which have not been received by the Sellers as of the Closing Date or have not otherwise been applied by a Tax Authority against any Seller's Taxes;

(xxiii) all rights and assets under any Transferred Employee Plan; and

(xxiv) all other assets (including manufacturing and intangible assets) of the Sellers not specifically included in the definition of Excluded Assets.

(b) Excluded Assets. Notwithstanding anything in this Section 2.1 or elsewhere in this Agreement or in any of the Transaction Documents to the contrary, the Sellers shall retain their respective right, title and interest in and to, and the Purchaser and the Designated Purchasers shall not acquire and shall have no rights with respect to the right, title and interest of the Sellers in and to, the following assets (collectively, the "***Excluded Assets***"):

(i) other than the Assigned Contracts, any rights of the Sellers under any Contract or Lease (including, for the avoidance of doubt, the Excluded Seller Contracts and the Non-Assigned Contracts);

(ii) other than the Sellers listed on Section 2.1(a)(xx) of the Purchaser Disclosure Letter, the minute books and stock ledgers of the Sellers;

(iii) (A) any books, records, files, documentation or literature other than the Business Information, and (B) the Employee Records for Employees or former employees who are not Transferred Employees;

(iv) all rights of the Sellers under this Agreement and the Ancillary Agreements;

(v) all rights and claims of the Sellers against any director, officer, or shareholder (direct or indirect) of the Sellers or any Affiliates of the Debtors;

(vi) all intercompany rights and claims between any Sellers or any other Debtor;

(vii) (A) all of the rights and claims of the U.S. Debtors available to the U.S. Debtors under the U.S. Bankruptcy Code, of whatever kind or nature, as set forth in Sections 544 through 551, inclusive, 553, 558 and any other applicable provisions of the U.S. Bankruptcy Code, and any related claims and actions arising under such Sections by operation of Law or otherwise, including any and all proceeds of the foregoing, and (B) any equivalent rights and claims of the Debtors under the CCAA or other Laws;

(viii) all records prepared in connection with the sale of the Assets to the Purchaser and the Designated Purchasers;

(ix) subject to Section 2.1(a)(xx), all shares, stock or other equity interests in any Person;

(x) any assets set forth on Section 2.1(b)(x) of the Purchaser Disclosure Letter, which schedule may be amended by the Purchaser in its sole discretion: (A) if there is an Auction, one Business Day prior to the Auction or (B) if there is no Auction, at any time prior to the Closing;

(xi) deposits held in trust accounts to secure payment of the reasonable fees and disbursements of the professional advisors of the Debtors and of the Monitor;

(xii) following the Closing, copies of any book, record, literature, list and any other written or recorded information constituting Business Information (the original of which has already been assigned or transferred to Purchaser or a Designated Purchaser) to which the Sellers in good faith determine they are reasonably likely to need access for bona fide Tax or legal purposes; and

(xiii) any proceeds that are Senior Secured Notes Excluded Assets resulting from the sale of any Senior Secured Notes Excluded Assets.

(c) Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall, and shall cause the relevant Designated Purchasers to, assume and become responsible for, and perform, discharge and pay when due, the following Liabilities (the "***Assumed Liabilities***"):

(i) all Liabilities of the Sellers under the Assigned Contracts arising after the Closing;

(ii) all Liabilities for, or related to any obligation for, any Tax that the Purchaser or any Designated Purchaser bears under ARTICLE VI (including, for the avoidance of doubt, Transfer Taxes imposed in connection with this Agreement and the transactions contemplated hereunder or any other Transaction Document and the transactions contemplated thereunder);

(iii) all Liabilities under any Transferred Employee Plan;

(iv) any obligation to provide continuation coverage pursuant to COBRA or any similar Law under any Transferred Employee Plan that is a "group health plan" (as defined in Section 5000(b)(1) of the Code) to Transferred Employees and/or their qualified beneficiaries who have a qualifying event after such Transferred Employees' Employee Transfer Time or as otherwise required by applicable law;

(v) all Liabilities with respect to the post-Closing operation of the Business or ownership of the Assets;

(vi) if not paid for in cash as part of the Purchase Price or otherwise paid or satisfied as of the Closing, (A) any claims ranking senior in priority to the Senior Secured Notes that are or would be payable in the CCAA Cases or Chapter 15 Cases with respect to the Assets, including the DIP Claims Amount and other claims secured by the court ordered charges granted in the Amended and Restated CCAA Initial Order or any other order of the Canadian Court in the CCAA Cases; and (B) any amounts payable which are determined to have been incurred by the Sellers entirely (x) after the date of the Amended and Restated CCAA Initial Order and before the Closing; and (y) in compliance with the Amended and Restated CCAA Initial Order and other Orders made by the Canadian Court in the CCAA Cases with respect to the Sellers; and

(vii) all Liabilities in respect of Consents arising and relating to the period from and after the Closing Date, including filing and other fees related thereto.

(d) Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities, neither the Purchaser nor any of the Designated Purchasers shall assume or shall be obligated to assume or be obligated to

pay, perform or otherwise discharge any Liability of the Sellers or their Affiliates, and the Sellers shall be solely and exclusively liable with respect to all Liabilities of the Sellers (collectively, the "***Excluded Liabilities***"). For the avoidance of doubt, the Excluded Liabilities include, but are not limited to, the following:

(i) any Liability of the Sellers or their directors, officers, stockholders or agents (acting in such capacities), arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including, without limitation, all finder's or broker's fees and expenses and any and all fees and expenses of any representatives of Sellers;

(ii) any Liability relating to (A) events or conditions occurring or existing in connection with, or arising out of, the Business as operated prior to the Closing, or (B) the ownership, possession, use, operation or sale or other disposition prior to the Closing of any Assets (or any other assets, properties, rights or interests associated, at any time prior to the Closing, with the Business);

(iii) any Liability relating to the Assets based on events or conditions occurring or existing prior to the Closing Date and connected with, arising out of or relating to: (A) Hazardous Materials or Environmental Laws, (B) claims relating to employee health and safety, including claims for injury, sickness, disease or death of any Person or (C) compliance with any applicable Law relating to any of the foregoing; in each case except for any such Liability that may not be discharged by the Sale Orders;

(iv) any Liability of Sellers under Title IV of ERISA;

(v) any pension or post-retirement Liability of Sellers to their current or former employees which are accrued as of the Closing, whether or not under any Seller Employee Plans, except with respect to any Transferred Employee Plan;

(vi) any Liability for Taxes, other than as set forth in Section 2.1(c)(ii);

(vii) any Liability relating to or arising out of the ownership or operation of an Excluded Asset; and

(viii) other than as expressly set forth herein as an Assumed Liability, any indebtedness of any of the Sellers.

(e) Designation of Designated Seller Contracts; Cure Costs.

(i) Section 2.1(e)(i) to the Sellers Disclosure Letter (as such schedule may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement, the "***Contract & Cure Schedule***"), contains a list of each Designated Seller Contract and the Sellers' good faith estimate of the amount of Cure Costs applicable to each such Designated Seller

Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Contract, the amount of such Cure Cost has been designated for such Contract as "$0.00"). From the date the Contract & Cure Schedule is provided through (and including) the Designation Deadline, promptly following any changes to the information set forth on such Schedule (including any new Designated Seller Contracts included in the Assets to which a Seller becomes a party and any change in the Cure Cost of any such Contract), the Sellers shall provide the Purchaser with a schedule that updates and corrects the Contract & Cure Schedule. The Purchaser may, at any time and from time to time through (and including) the Designation Deadline, include or exclude any Designated Seller Contract from the Contract & Cure Schedule and require the Sellers to give notice to the Third Parties to any such Contract of the Sellers' assumption and assignment thereof to the Purchaser and the amount of Cure Costs associated with such Designated Seller Contract or the rejection thereof. If any Designated Seller Contract is added to (or excluded from) the Contract & Cure Schedule as permitted by this Section 2.1(e)(i), then the Purchaser and the Sellers shall make appropriate additions, deletions or other changes to any applicable Schedule to reflect such addition or exclusion.

(ii) The Sellers shall be responsible for the verification of all Cure Costs for each Designated Seller Contract and shall use commercially reasonable efforts to establish the proper Cure Costs, if any, for each Designated Seller Contract prior to the Closing Date.

(iii) To the extent that any Designated Seller Contract requires the payment of Cure Costs in order to be assigned and assumed pursuant to Section 363 and 365 of the U.S. Bankruptcy Code or Section 11.3 of the CCAA, at the Closing, the Cure Costs related to such Designated Seller Contract shall be paid by the Sellers to the extent of available cash on the Sellers' balance sheet on the Closing Date. The Purchaser shall not be required to make any payment for Cure Costs for, or otherwise have any Liabilities with respect to, any Contract that is not a Designated Seller Contract.

(iv) With respect to each Assigned Contract, the Sellers will satisfy any and all Cure Costs on or prior to the Closing to the extent of available cash on the Sellers' balance sheet on the Closing Date and the Purchaser will provide adequate assurance of future performance on its behalf and on behalf of its Designated Purchasers as required under the U.S. Bankruptcy Code, including Section 365(f)(2)(B) thereof, and under Section 11.3 of the CCAA and shall cause its Designated Purchasers to perform thereunder as required. The Purchaser and the Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under each Assigned Contract, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Courts and making the Purchaser's and the Sellers' employees and representatives available to testify before the Bankruptcy Courts, as necessary.

(v) To the extent that any Designated Seller Contract is not capable of being assigned under Section 365 of the U.S. Bankruptcy Code or Section 11.3 of the CCAA (or, if inapplicable, pursuant to other applicable Laws or the terms of such Contract, Lease, or Consent) to the Purchaser or a Designated Purchaser at the Closing without the Consent of the issuer thereof or the other party thereto or any Third Party (including a Government Entity), and such Consent has not been obtained (collectively, the "***Non-Assignable Contracts***"), this Agreement will not constitute an assignment thereof, or an attempted assignment, unless any such Consent is obtained. Any payment to be made in order to obtain any Consent required by the terms of any Non-Assignable Contract shall be the sole responsibility of the Sellers. If, after giving effect to the provisions of Sections 363 and 365 of the U.S. Bankruptcy Code and Section 11.3 of the CCAA, such Consent is required but not obtained, the Sellers shall, at the Purchaser's sole cost and expense, cooperate with the Purchaser in any reasonable arrangement, including the Purchaser's provision of credit support, designed to provide for the Purchaser the benefits and obligations of or under any such Designated Seller Contract, including enforcement for the benefit of the Purchaser of any and all rights of the Sellers against a third party thereto arising out of the breach or cancellation thereof by such third party; provided, that nothing in this Section 2.1(e) shall (x) require the Sellers to make any significant expenditure or incur any significant obligation on their own or on the Purchaser's behalf or (y) prohibit the Sellers from ceasing operations or winding up its affairs following the Closing. Any assignment to the Purchaser of any Designated Seller Contract that shall, after giving effect to the provisions of Sections 363 and 365 of the U.S. Bankruptcy Code and Section 11.3 of the CCAA, require the Consent of any third party for such assignment as aforesaid shall be made subject to such Consent being obtained. Any contract that would be a Designated Seller Contract but is not assigned in accordance with the terms of this Section 2.1(e) shall not be considered a "Designated Seller Contract" for purposes hereof unless and until such contract is assigned to the Purchaser following the Closing Date upon receipt of the requisite consents to assignment and Bankruptcy Court approval.

(vi) Prior to the hearings for the entry of the Sale Orders, the Purchaser shall take such actions as are reasonably requested to provide adequate assurances of its and the relevant Designated Purchasers' future performance under each applicable Designated Seller Contract to the parties thereto in satisfaction of Section 365(f)(2)(B) of the U.S. Bankruptcy Code or Section 11.3 of the CCAA, as applicable.

2.2 Purchase Price.

(a) Purchase Price. Pursuant to the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Assets pursuant to the terms hereof, the Purchaser, on its own behalf and as agent for the relevant Designated Purchasers, shall (i) assume from the Sellers and become obligated to pay, perform and discharge, when due, the Assumed Liabilities, (ii) pay to the Sellers an amount equal to Two Hundred Seventy-Five Million Dollars ($275,000,000) which the Purchaser, on its

own behalf and as agent for the relevant Designated Purchasers, shall pay and deliver at the Closing in accordance with Section 2.3(a) ((i) and (ii), collectively, the "***Purchase Price***"). The Purchase Price shall be payable, as determined by the Purchaser, in the form of: (A) a credit bid of an amount of the Obligations then outstanding under the Senior Secured Notes Indentures, *provided* that any such credit bid shall be effected by the Trustee and the Collateral Trustee pursuant to the Bid Direction Letter (the "***Senior Secured Notes Credit Bid***"), and (B) the payment in full in cash or through the assumption of liabilities, as provided in Section 2.1(c)(vi), in an amount at least equal to: (I) any claims ranking senior in priority to the Senior Secured Notes that are or would be payable in the CCAA Cases or Chapter 15 Cases with respect to Assets, including the DIP Claims Amount and other claims secured by the court ordered charges granted in the Amended and Restated CCAA Initial Order or any other order of the Canadian Court in the CCAA Cases; (II) the purchase price for any Assets that are Senior Secured Notes Excluded Assets and (III) any amounts payable which are determined to have been incurred by the Sellers entirely (x) after the date of the Amended and Restated CCAA Initial Order and before the Closing; and (y) in compliance with the Amended and Restated CCAA Initial Order and other Orders made by the Canadian Court in the CCAA Cases with respect to the Sellers.

(b) Purchase Price Allocation. Other than with respect to the allocations of the Purchase Price set forth in any Ancillary Agreements relating to the Owned Real Estate, which will be agreed to prior to the Closing, within sixty (60) Days after the Closing Date, the Purchaser shall deliver to the Sellers and to the Monitor allocation schedule(s) (the "***Asset Allocation Schedule(s)***") allocating the Purchase Price (including specific allocation of the Assumed Liabilities that are liabilities for federal income Tax purposes) on a dollar basis among the Sellers and the Assets. The Asset Allocation Schedule(s) shall be reasonable and, to the extent applicable, shall be prepared in accordance with Section 1060 of the Code and the regulations thereunder. The Purchaser and the Sellers will each file IRS Form 8594, to the extent applicable, and all Tax Returns, in accordance with the Asset Allocation Schedule(s). To the extent applicable, the Purchaser, on the one hand, and the Sellers, on the other hand, each agrees to provide the other promptly with any other information reasonably required to complete IRS Form 8594.

2.3 Closing.

(a) The completion of the purchase and sale of the Assets and the assumption of the Assumed Liabilities (the "***Closing***") shall take place at the offices of the Sellers' counsel, Blake, Cassels & Graydon LLP, 2600-595 Burrard Street, Vancouver, British Columbia, commencing at 10:00 a.m. local time on a mutually agreed upon date no later than two (2) Business Days after the day upon which all of the conditions set forth under ARTICLE VIII (other than conditions to be satisfied at the Closing, but subject to the waiver or fulfillment of those conditions) have been satisfied or, if permissible, waived by the Sellers and/or the Purchaser (as applicable), or on such other place, date and time as shall be mutually agreed upon in writing by the Purchaser and the Sellers (the day on which the Closing takes place being the "***Closing Date***"). Legal title, equitable title and risk of loss with respect to the Assets will transfer to the Purchaser or the relevant

Designated Purchaser, and the Assumed Liabilities will be assumed by the Purchaser and the relevant Designated Purchasers, at the Closing.

(b) At the Closing:

(i) the Purchaser shall (A) pay to, or cause to be paid to, as directed by the Sellers, the cash portion of the Purchase Price, if any, by wire transfer of immediately available funds to an account designated by the Sellers; and/or (B) cause the Collateral Trustee to credit bid all or a portion of the aggregate Obligations then outstanding under the Senior Secured Notes; *provided that*, contemporaneous with the Closing, all cash and cash equivalents on the balance sheet of the Sellers (other than any cash and cash equivalents that are proceeds, that are not collateral of the DIP Lenders, resulting from the sale of any Assets that are not collateral of the DIP Lenders) shall be used to satisfy or pay down to the extent of such cash the DIP Claims Amount, the Government Priority Claims, the Administration Charge, the D&O Charge, the KERP Charge, the Financial Advisor Charge, the Critical Supplier's Charge and any other part of the cash portion of the Purchase Price.

(ii) the Sellers and the Purchaser shall, and the Purchaser shall cause the Designated Purchasers to, deliver duly executed copies of and enter into the Ancillary Agreements to which it is contemplated that they will be parties, respectively;

(iii) the Sellers and the Purchaser shall, and the Purchaser shall cause the Designated Purchasers to, deliver the officer's certificates required to be delivered pursuant to Section 8.2(a), Section 8.2(b), Section 8.3(a), Section 8.3(b) and Section 8.3(d), as applicable.

(iv) the Sellers shall deliver (A) a certified copy of the Sale Orders and (B) with respect to the Owned Real Property, any existing surveys, legal descriptions and title policies in the possession of the Sellers;

(v) any Seller transferring a "United States Real Property Interest" as defined by Section 897(c) of the Code shall deliver to the Purchaser a duly executed and acknowledged certificate, in form and substance acceptable to the Purchaser and in compliance with the Code and the treasury regulations thereunder, certifying such facts as necessary to establish that the sale of the United States Real Property Interest is exempt from withholding under Section 1445 of the Code; and

(vi) each Party shall deliver, or cause to be delivered, to the other any other documents reasonably requested by such other Party in order to effect, or evidence the consummation of, the transactions contemplated herein or otherwise provided for under this Agreement.

2.4 Designated Purchaser(s). The Purchaser shall be entitled to designate, in accordance with the terms and subject to the limitations set forth in this Section 2.4, one or more

Wholly-Owned Subsidiaries or Affiliates to (i) purchase specified Assets (including specified Assigned Contracts), (ii) assume specified Assumed Liabilities, and/or (iii) employ specified Transferred Employees on and after the Closing Date (any such Wholly-Owned Subsidiary or Affiliate of the Purchaser that shall be properly designated by the Purchaser in accordance with this clause, a "***Designated Purchaser***"). No such designation shall relieve the Purchaser of any of its obligations hereunder, and the Purchaser and each Designated Purchaser shall be jointly and severally liable for any obligations assumed by any of them hereunder. Any reference to the Purchaser made in this Agreement in respect of any purchase, assumption or employment referred to in Section 2.4(i) to (iii) shall include reference to the appropriate Designated Purchaser, if any. The above designation shall be made by the Purchaser by way of a written notice to be delivered to the Sellers in no event later than the tenth (10th) Business Day prior to Closing which written notice shall contain appropriate information about the Designated Purchaser(s) and shall indicate which Assets, Assumed Liabilities and Transferred Employees (other than Employees which are transferred by operation of Law) the Purchaser intends such Designated Purchaser(s) to purchase, assume and/or employ, as applicable, hereunder and include a signed counterpart to this Agreement in a form acceptable to the Sellers, agreeing to be bound by the terms of this Agreement and authorizing the Purchaser to act as such Designated Purchaser(s)' agent for all purposes hereunder.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Sellers as follows:

3.1 Organization and Corporate Power.

(a) The Purchaser is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. Each Designated Purchaser other than the Purchaser is (or will be if not yet formed or incorporated) duly organized and validly existing under the Laws of the jurisdiction in which it is organized. Each of the Purchaser and the Designated Purchasers has (or will have if not yet formed or incorporated) the requisite corporate power and authority to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is or will become a party.

(b) The Purchaser and each of the Designated Purchasers is (or will be if not yet formed or incorporated) qualified to do business as contemplated by this Agreement and the other Transaction Documents and to own or lease and operate its properties and assets, including the Assets, except to the extent that the failure to be so qualified would not materially hinder, delay or impair the Purchaser's or any such Designated Purchaser's ability to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements to which it is or will become a party.

3.2 Authorization; Binding Effect; No Breach.

(a) The execution, delivery and performance of each Transaction Document to which the Purchaser or any of the Designated Purchasers is a party, or is to be a party

to, have been duly authorized by the Purchaser and the relevant Designated Purchasers, as applicable, at the time of its execution and delivery. Assuming due authorization, execution and delivery by the relevant Sellers, each Transaction Document to which the Purchaser or any Designated Purchaser is a party constitutes, or upon execution thereof will constitute, a valid and binding obligation of the Purchaser or such Designated Purchaser, as applicable, enforceable against such Person in accordance with its respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of public policy.

(b) The execution, delivery and performance by each of the Purchaser and the Designated Purchasers of the Transaction Documents to which the Purchaser or such Designated Purchaser is, or on the Closing Date will be, a party do not and will not conflict with or result in a breach of the terms, conditions or provisions of, constitute a default under, result in a violation of, or require any Consent (other than the Regulatory Approvals or other action by or declaration or notice to any Government Entity) pursuant to (i) the articles, charter, by-laws, partnership agreement or operating agreement of the Purchaser or the relevant Designated Purchaser, (ii) any Contract or other document to which the Purchaser or the relevant Designated Purchaser is a party or to which any of its assets is subject or (iii) any Laws to which the Purchaser, the Designated Purchaser, or any of their assets is subject, except, in the case of (ii) and (iii) above, for such defaults, violations, actions and notifications that would not individually or in the aggregate materially hinder, delay or impair the performance by the Purchaser or the Designated Purchasers of any of their obligations under any Transaction Document.

3.3 No Other Representations or Warranties. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges and agrees that none of the Sellers, their Affiliates or any other Person is making any representations or warranties whatsoever, express or implied, beyond those expressly given by the Sellers in ARTICLE IV (as modified by the Sellers Disclosure Letter), or with respect to any other information provided to the Purchaser in connection with the transactions contemplated hereby, including without limitation as to the probable success or profitability of the ownership, use or operation of the Business and the Assets after Closing. The Purchaser further represents that none of the Sellers, their Affiliates or any other Person has made any representation or warranty, express or implied as to the accuracy or completeness of any information regarding the Sellers, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and none of the Sellers, their Affiliates or any other Person will have or be subject to liability to the Purchaser or any other Person resulting from the distribution to the Purchaser or its representatives or the Purchaser's use of, any such information, including data room information provided to the Purchaser or its representatives, in connection with the sale of the Business. The Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Business and the Assets and, in making the determination to proceed with the transactions contemplated by this Agreement, the Purchaser has relied on the results of its own independent investigation.

3.4 As Is Transaction. THE PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE IV OF

THIS AGREEMENT, THE SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS OR THE BUSINESS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, THE PURCHASER ACKNOWLEDGES THAT THE SELLERS HAVE NOT GIVEN, WILL NOT BE DEEMED TO HAVE GIVEN AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS. ACCORDINGLY, THE PURCHASER SHALL ACCEPT THE ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

3.5 Brokers. Except for fees and commissions that will be paid by the Purchaser, no broker, finder or investment banker is entitled to any brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents based upon arrangements made by or on behalf of the Purchaser or any of its Affiliates.

3.6 GST/HST Registration. The Purchaser, if it is acquiring Assets in Canada, and each Designated Purchaser that acquires Assets in Canada shall be duly registered as of the Closing for the purposes of the Tax imposed under Part IX of the Excise Tax Act (Canada) and shall provide to the Sellers its registration numbers under those statutes no later than ten (10) days prior to Closing.

3.7 Credit Bid. The Trustee and the Collateral Trustee have been directed in writing by holders of such majority of the Obligations as is required in accordance with the Senior Secured Notes Indentures, the Security Agreement and the Collateral Trust Agreement to make the Senior Secured Notes Credit Bid as described in Section 2.2(a) and pursuant to Section 363 of the U.S. Bankruptcy Code or other applicable law in order to pay the Senior Secured Note Credit Bid portion of the Purchase Price. A copy of the Bid Direction Letter will be delivered within 2 days of the Plan Failure Date (as defined in the Restructuring and Support Agreement).

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as set forth in the Sellers Disclosure Letter, each of the Sellers jointly and severally represents and warrants to the Purchaser as follows:

4.1 Organization and Corporate Power.

(a) Each Seller is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. Each Seller is in good standing in each of the jurisdictions in which the ownership or leasing of its properties or the conduct of its businesses requires such qualification, except where the failure to so qualify or be licensed would not have a Material Adverse Effect. Subject to the entry of the Stalking Horse and SISP Orders and the Sale Orders in the U.S. Bankruptcy Court and the Canadian Court in connection with the transactions contemplated hereby and in the other Transaction Documents (collectively, the "***Bankruptcy Consents***"), each of the Sellers has the requisite corporate or partnership power and authority to own or lease and to

operate and use the Assets and carry on the Business as now conducted and to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is or will become a party.

(b) Each of the Sellers is qualified to do business and to own and operate its assets, including the Assets, as applicable in each jurisdiction in which its ownership of property or conduct of business relating to the Business requires it to so qualify, except to the extent that the failure to be so qualified would not have, or reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.2 Subsidiaries and Investments. Except as set forth in Section 4.2 of the Sellers Disclosure Letter, Sellers do not, directly or indirectly, own, of record or beneficially, any outstanding voting securities, membership interests or other equity interest in any Person.

4.3 Authorization; Binding Effect; No Breach.

(a) Subject to the receipt of the Bankruptcy Consents, the execution, delivery and performance of this Agreement by each Seller has been duly authorized by such Seller. Subject to receipt of the Bankruptcy Consents, and assuming due authorization, execution and delivery by the Purchaser, this Agreement will constitute, a legal, valid and binding obligation of each Seller, enforceable against it in accordance with its terms.

(b) Except as set forth in Section 4.3(b) of the Sellers Disclosure Letter, the execution, delivery and performance by each Seller of the Transaction Documents to which such Seller is, or on the Closing Date will be, a party do not and will not conflict with or result in a breach of the terms, conditions or provisions of, constitute a default under, result in a violation of, result in the creation or imposition of any Lien upon any of the Assets, or require any Consent (other than the Regulatory Approvals and the Bankruptcy Consents) or other action by or declaration or notice to any Government Entity pursuant to (i) the articles, charter, by-laws, partnership agreement or operating agreement of the relevant Sellers, (ii) any Material Contract to which the relevant Seller is a party or to which any of its assets is subject, (iii) any material Order to which any of the Sellers or any of the Assets are subject, or (iv) any material Laws to which any of the Sellers or any of the Assets are subject.

4.4 Title to Tangible Assets; Sufficiency of Assets.

(a) Immediately prior to Closing, the Sellers will have, and, upon delivery to Purchaser on the Closing Date of the instruments of transfer contemplated by Section 2.3(b), and subject to the terms of the Sale Orders, the Sellers will thereby transfer to the Purchaser good, legal, and valid title to, or, in the case of property leased or licensed by the Sellers, a valid leasehold or licensed interest in, all of the Assets, free and clear of all Liens, except (i) as set forth in Section 4.4(a) of the Sellers Disclosure Letter, (ii) for the Assumed Liabilities and (iii) for Permitted Encumbrances.

(b) The Assets constitute the assets that are necessary and sufficient to conduct the Business substantially in the manner conducted as of the date hereof, except

(i) Excluded Seller Contracts, (ii) the Excluded Assets and (iii) the services of Employees who are not Transferred Employees.

4.5 Securities Filings.

(a) Catalyst is a reporting issuer, or holds equivalent status, under the Securities Laws of each of the Provinces of Canada and is in compliance with its obligations under Section 85 of the Securities Act (British Columbia) and under Sections National Instrument 51-102 and under similar provisions in the Securities Laws of the other Qualifying Jurisdictions.

(b) Each of the consolidated financial statements of Catalyst contained in the Public Documents, including each Public Document filed after the date hereof until the Closing Date, (i) complies or, when filed, will comply as to form in all material respects with the Securities Laws, (ii) has been or, when filed, will have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by applicable Securities Laws) and (iii) fairly presents, or when filed will fairly present, in all material respects, the consolidated financial position of Catalyst and its subsidiaries as at the respective dates thereof and the consolidated results of operations and cash flows for the periods indicated, except that the unaudited interim financial statements may omit footnotes which are not required in unaudited financial statements and are subject to normal year-end adjustments.

(c) The Public Documents were, at their respective time of issue, filing or publication, true and correct in all material respects, contained no Misrepresentations and were prepared in accordance with and complied with the Securities Laws applicable to each such document.

4.6 Material Contracts. Section 4.6 of the Sellers Disclosure Letter sets forth, as of the date hereof, a complete list of every Contract (other than standard purchase orders and invoices) or Lease and any Third Party or intercompany agreements, that:

(a) in the most recent fiscal year of the Sellers resulted in, or is reasonably expected by its terms in the future to result in, the payment or receipt by the Business of more than $5,000,000 per annum in the aggregate;

(b) materially restricts the Business from engaging in any business activity anywhere in the world;

(c) is a material joint venture Contract or partnership or which otherwise involves the sharing of profits, losses, costs or liabilities in any material fashion with any other Person;

(d) is a sale or distribution Contract involving the sale or distribution of Products valued at more than $5,000,000 per year,

(e) was entered into outside of the Ordinary Course;

(f) has as a party thereto any officer or director of any Seller, any Affiliate of any such officer or director, or any Person in which any officer or director of any Seller has a material interest;

(g) is an employment agreement (other than customary offer letters or unwritten employment agreements that do not contain direct severance terms) or severance agreement; or

(h) is a Contract relating to material Intellectual Property (including Contracts containing any grants of, or restrictions on, rights to use material Intellectual Property).

(all the above, collectively, the "***Material Contracts***"). Except as set forth in Section 4.6 of the Sellers Disclosure Letter, each Material Contract is in full force and effect and is a valid and binding obligation of the Seller party thereto and, to the Sellers' Knowledge, the other parties thereto, in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally. Upon entry of the Sale Orders and payment of any applicable Cure Costs, (i) no Seller will be in breach or default of its obligations under any of the Assigned Contracts, (ii) no condition exists that with notice or lapse of time or both would constitute a default under any of the Assigned Contracts, and (iii) to the Sellers' Knowledge, no other party to any of the Assigned Contracts or any other Material Contract is in breach or default thereunder.

4.7 Intellectual Property. The Transferred Intellectual Property includes all of the Intellectual Property owned by the Sellers that, as at the Closing Date, is necessary and sufficient to conduct the Business substantially in the manner conducted as of the date hereof, in all material respects. Each Seller owns, free and clear of all Liens, except Permitted Encumbrances, and is properly licensed to use all Intellectual Property necessary for the conduct of its business as currently conducted, except where failure to so own or be so licensed to use any such Intellectual Property, either individually or in the aggregate, would not reasonably be expected to cause a Material Adverse Effect. All material Intellectual Property (but excluding any Software which is generally available or otherwise not unique to and customized for use in the business carried on by the Sellers (including, by way of example, generally available word processing or accounting Software and generally available software relating to the use of particular Equipment operated by the Sellers in the conduct of their business)) owned or licensed by any Seller and which is necessary for the conduct of the Business of the Sellers as currently conducted is described in Section 4.7 of the Sellers Disclosure Letter (collectively, the "***Intellectual Property Rights***"). Except as set forth in Section 4.7 of the Sellers Disclosure Letter, no material claim has been asserted and is pending by any Person challenging or questioning the use by any Seller or the validity or effectiveness of any of the Intellectual Property Rights, except for those that would not reasonably be expected to cause a Material Adverse Effect. Except as disclosed in Section 4.7 of the Sellers Disclosure Letter, to the Knowledge of the Sellers, the use of any Intellectual Property Rights by each Seller, and the conduct of such Seller's business as currently conducted does not infringe or otherwise violate the rights of any Person in respect of any Intellectual Property Rights, except for such claims and infringements that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

4.8 Litigation. As of the date hereof (and excluding the CCAA Cases and the Chapter 15 Cases), there is no Action pending or, to the Knowledge of the Sellers, threatened before any Government Entity or arbitration tribunal against any Seller involving the Business or Assets, that would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, other than as set forth in Section 4.8 of the Sellers Disclosure Letter.

4.9 Compliance with Laws; Consents.

(a) No Seller is in violation of any applicable Law in connection with the Business, except where such violations, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Effect. None of the Sellers has received any notice or written claims from any Government Entity within the last three (3) years preceding the date hereof relating to any non-compliance of the Business or the Assets with any applicable Law nor are there any such notice or claims pending or, based on the Knowledge of the Sellers, any such notice or claims threatened, except where such claims, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Effect.

(b) (i) All the Consents of Government Entities necessary for the conduct of the Business as conducted on the date hereof, have been duly obtained and are in full force and effect, except where the absence of any of such Consents would not result, or would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect and (ii) the relevant Sellers are in compliance with the terms of each of such Consents, except where such noncompliance would not result, or would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect. Each such Consent is included in the Assets. None of the Sellers has received any notice or written claims from any Government Entity relating to any non-compliance of the Business or the Assets with such Consents, nor are there any such notice or claims pending or, based on the Knowledge of the Sellers, any such notice or claims threatened, except where such non-compliance would not result, or would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

4.10 Real Property.

(a) Section 4.10(a) of the Sellers Disclosure Letter sets forth (i) all of the real and immovable property owned by the Sellers (which are to be transferred to the Purchaser together with all existing servitudes, easements, licenses and appurtenances benefiting such owned real and immovable property, including all buildings, erections, improvements, fixtures, fittings and structures thereon, collectively, the "***Owned Real Property***"); (ii) all unexpired leases, licenses or other occupancy agreements (collectively, the "***Leases***") (or other property interests) for real and immovable property under which any Seller is a lessee, licensee or occupant (the "***Leased Real Property***"), (iii) all of the material written Contracts (and servitudes and easements and other accessory rights granted by or to Third Parties) pertaining to the Owned Real Property to which any Seller is a party, and each lease, license or occupancy agreement in favor of any Third Party affecting any Owned Real Property or Leased Real Property and (iv) all of the Actions currently pending by or against the Sellers which pertain to the Owned

Real Property or Leased Real Property which would, individually or in the aggregate, have a Material Adverse Effect.

(b) the Sellers have received all Consents that are necessary or appropriate in connection with the Sellers' occupancy, operation, ownership or leasing of the Owned Real Property and those pursuant to Leases, and the present use of the Owned Real Property or the Leased Real Property does not violate the Consents applicable thereto, except where the failure to receive, or violation of, a Consent would not reasonably be expected to have a Material Adverse Effect.

(c) No Seller has received written notice, nor is there pending or, to the Sellers' Knowledge, is there any threatened (i) condemnation, eminent domain, expropriation or similar proceeding affecting the Owned Real Property or Leased Real Property except as set forth in Section 4.10(c) of the Sellers Disclosure Letter, (ii) proceeding to change the zoning classification of any portion of the Owned Real Property or Leased Real Property or (iii) imposition by a Government Entity of any special assessments for public betterments affecting the Owned Real Property or Leased Real Property, which in any case would reasonably be expected to have a Material Adverse Effect.

(d) No Seller has received written notice, nor is there pending or, to the Sellers' Knowledge threatened, any Action by any Government Entity alleging that the present uses of the Owned Real Property and the Leased Real Property by the Sellers are not in compliance with, or are in default under or in violation of, any building, zoning, land use, public health, public safety, sewage, water, sanitation or other comparable Law.

(e) Upon entry of the Sale Orders and payment of the Cure Costs, (i) no Seller will be in breach or default of its obligations under any of the Leases or other material Contracts or real rights appertaining to the Owned Real Property, (ii) no condition exists that with notice or lapse of time or both would constitute a default under any of such Contracts or real rights, and (iii) to the Sellers' Knowledge, no other party to any of such Contracts or real rights is in breach or default thereunder.

(f) The Sellers have not given notice to, or received notice from, any landlords of any defaults in connection with the Leases, except in connection with the Bankruptcy Proceedings.

4.11 Environmental Matters. Except as set forth in Section 4.11 of the Sellers Disclosure Letter:

(a) *Environmental Laws.* Neither any Property of any Seller nor the operations conducted thereon is in violation of any applicable order of any court or other Government Entity made in respect of any Hazardous Material or pursuant to any Environmental Laws, which violation could reasonably be expected to result in Remedial Obligations which would have a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property. The Property of the Sellers is

owned, occupied and operated in compliance with Environmental Laws, except for non-compliance which could not reasonably be expected to result in a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property.

(b) *Notices and Permits.* All notices, permits, licenses or similar authorizations, if any, which, pursuant to any applicable Environmental Laws, are required to be obtained or filed by any Seller in connection with the operation or use by such Seller of any of its Property, including any operation or use involving the treatment, transportation, storage or disposal by any Seller of any Hazardous Materials or any Release of, on, to or from any Property of any Seller, have been duly obtained or filed, except to the extent the failure to obtain or file such notices, permits, licenses or authorizations could not reasonably be expected to have a Material Adverse Effect or result in Remedial Obligations which would reasonably be expected to have a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property.

(c) *Treatment of Hazardous Materials.* All Hazardous Materials which are generated, stored, treated, transported or disposed of by any Seller have been so generated, stored, treated, transported, or disposed of by the applicable Seller in compliance with all Environmental Laws applicable thereto, except to the extent the failure to so generate, store, treat, transport, or dispose of such Hazardous Materials in accordance with such Environmental Laws could not reasonably be expected to have a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property.

(d) *Hazardous Materials and Waste Disposal.* To the Knowledge of the Sellers no Hazardous Materials are present in, on or under any Property of any Seller, except to the extent the presence of such Hazardous Materials would not reasonably be expected to result in a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property. All Property which is occupied or controlled by any Seller and used as a landfill or a waste disposal site is so used in compliance with the Environmental Laws applicable thereto, except to the extent that the failure to so comply with such Environmental Laws could not reasonably be expected to result in a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property.

(e) *No Environmental Liability.* To the Knowledge of the Sellers, as at the Closing Date, none of the Sellers has any liability resulting from: (i) a violation of any Environmental Law; or (ii) any Release, other than liabilities which, individually or in the aggregate: (A) would not reasonably be expected to exceed $5,000,000 and for which adequate reserves for the payment thereof as required by GAAP have been provided; and (B) could not reasonably be expected to result in Remedial Obligations of any one or more Sellers having a Material Adverse Effect, assuming disclosure to the applicable

Government Entity of all relevant facts, conditions and circumstances, if any, pertaining to such potential liability.

(f) *No Environmental Notice*. As at the Closing Date, no Seller has received written notice of any actual or alleged liability pursuant to any Environmental Law which could reasonably be expected to result in a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all relevant facts, conditions and circumstances, if any, pertaining to such liability.

(g) *Environmental Reports*. The Sellers have made available to the Purchaser (i) all Phase I and Phase II environmental reports received by any Seller in respect of any of its Property in the three year period immediately preceding the Closing Date, and (ii) the most current internally-prepared environmental compliance audit report held by any Seller in respect of each pulp or paper manufacturing facility for which any such report has been prepared.

4.12 Labor and Employee Benefits Matters.

(a) Section 4.12(a) of the Sellers Disclosure Letter contains an accurate and complete list of all Seller Employee Plans. The Sellers have provided the Purchaser with a complete and current copy of the plan document of each Seller Employee Plan or, if such plan document does not exist, an accurate written summary of such Seller Employee Plan, together with all booklets and communications concerning the Seller Employee Plans having been provided to persons entitled to benefits under such plan and copies of all material documents relating to each Seller Employee Plan, including, as applicable: (i) all trust agreements, funding agreements, insurance contracts and policies, investment management agreements, subscription and participation agreements, benefit administration contracts and any financial administration contracts; (ii) the most recent financial and accounting statements and reports, and all reports, statements, valuations, returns and correspondence for each of the last three years which affect premiums, contributions, refunds, deficits or reserves; (iii) the two most recent actuarial reports (whether or not such reports were filed with a Government Entity) and any supplemental cost certificates filed with any Government Entity; (iv) the most recent annual information returns or other returns filed with, and significant correspondence with any Government Entity; (v) all amendments and other documents reflecting ad hoc increases, upgrades and improvements having been implemented within the last six years; and (vi) Except as set forth in Section 4.12(a) of the Sellers Disclosure Letter, the Sellers have not received, in the last six years, any notice from any Person or Government Entity questioning or challenging such compliance, and the Sellers have no Knowledge of any such notice beyond the last six years.

(b) Section 4.12(b) of the Sellers Disclosure Letter contains a complete and accurate list of all Non-Union Employees as of _____, 2012, including for each such Employee: (i) current rate of compensation; (ii) any incentive or bonus entitlement; (iii) date of hire; (iv) age; (v) title and/or job description; (vi) part-time or full-time status; (vii) accrued and unused vacation and sick days; (viii) benefit entitlements; and (ix) location of employment. Except as set forth in Section 4.12(b) of the Seller Disclosure

Letter, none of the Sellers has any written contract or similar agreement or arrangement, written or otherwise, with any Non-Union Employee as to the length of notice or amount of any payment required in connection with the termination of his or her employment.

(c) Except as set forth in Section 4.12(b) of the Sellers Disclosure Letter, there has not been for a period of twenty-four (24) consecutive months prior to the date hereof, any actual, or to the Sellers' Knowledge, threatened strike, material arbitration, labor dispute or grievance under a Collective Labor Agreement, slowdown, lockout, picketing or work stoppage against or affecting the Sellers.

(d) Section 4.12(d) of the Sellers Disclosure Letter lists all the Collective Labor Agreements that pertain to the Employees. For a period of twenty-four (24) consecutive months prior to the date hereof, no petition has been filed or proceedings instituted by a union, collective bargaining agent, employee or group of employees with any Government Entity seeking recognition or certification of a collective bargaining agent with respect to any Employees, and, to the Sellers' Knowledge, no such organizational effort is currently being made or has been threatened by or on behalf of any union, employee, group of employees or collective bargaining agent to organize any Employees. The Sellers have provided the Purchaser with a true and complete copy of the Collective Labor Agreements listed in Section 4.12(d) of the Sellers Disclosure Letter.

(e) With respect to each Seller Employee Plan, and to the extent it would not have a Material Adverse Effect or as set forth in Section 4.12(e) of the Sellers Disclosure Letter: (i) if intended to qualify under Section 401(a), 401(k) or 403(a) of the Code, such plan and the related trust has received a favorable determination letter from the IRS that has not been revoked and to the Sellers' Knowledge there is no basis for the revocation of such letter; (ii) it is and has been established, registered, amended, funded (other than in respect of special payments that were suspended by the Amended and Restated Initial CCAA Order) administered and invested in compliance with its terms applicable Law and any Collective Labor Agreements, as applicable, and the Sellers have not received any notice from any Person or Government Entity questioning or challenging such compliance; (iii) there is no investigation by a Government Entity nor any pending or threatened claims in writing against, by or on behalf of any Seller Employee Plan or the assets, fiduciaries or administrators thereof (other than routine claims for benefits); and to the Knowledge of the Sellers no fact exists which could reasonably be expected to give rise to any such investigation or claim; and (iv) all required employee and employer contributions (other than special amortization payments since the Petition Date to such plans that are Canadian registered pension plans), premiums and expenses, to or in respect of, such Seller Employee Plans have been timely paid in full or, to the extent not yet due, have been adequately accrued.

(f) Except as disclosed in Section 4.12(f) of the Sellers Disclosure Letter, the Sellers have no formal plan and have made no promise or commitment, whether legally binding or not, to create any additional Seller Employee Plan, or to improve or change the benefits provided under any Seller Employee Plan.

(g) Except as set forth in Section 4.12(g) of the Sellers Disclosure Letter, no assets of any Seller Employee Plan are invested in units of a unitized trust sponsored by a Seller, and where the assets of any Seller Employee Plan are invested in units of a unitized trust sponsored by a Seller, no entity other than the Seller or a Person acting in relation to a Seller Employee Plan holds units of any such unitized trust and the unitized trust has been established, qualified, invested and administered in accordance with the terms of such unitized trust and all applicable Law.

(h) All data necessary to administer each Seller Employee Plan is in the possession of the Sellers or their agents and is in a form which is sufficient for the proper administration of the Seller Employee Plan in accordance with its terms and all Laws and such data is complete and correct.

(i) Except as disclosed Section 4.12(i) of the Sellers Disclosure Letter, there are no unfunded liabilities in respect of any Seller Employee Plans which Seller Employee Plans would be required to be funded under applicable Law, as applicable, including going concern unfunded liabilities, wind-up deficiencies and solvency deficiencies.

(j) Except as set forth in Section 4.12(j) of the Sellers Disclosure Letter, there is no entity, other than the Sellers, participating in any of the Seller Employee Plans.

(k) Except as set forth in Section 4.12(k) of the Sellers Disclosure Letter, No Seller Employee Plan is, or in the past six years was, subject to Title IV of ERISA.

(l) Except as set forth in Section 4.12(l) of the Sellers Disclosure Letter, the consummation of the transactions contemplated by this Agreement (whether alone or together with any other event) will not entitle any Employee or former employee of the Business to severance pay, unemployment compensation or any other payment or accelerate the time of payment or vesting, or increase the amount of compensation due any such Employee or former employee.

(m) Except as set forth in Section 4.12(m) of the Sellers Disclosure Letter, no Seller Employee Plan provides benefits, including without limitation death or medical benefits (whether or not insured) beyond retirement or other termination of service, other than (i) coverage mandated solely by applicable Law, (ii) death benefits or retirement benefits under any "pension plan" (as defined in Section 3(2) of ERISA or under any Canadian pension standards legislation), or (iii) benefits the full costs of which are borne by participants and not by the employer or sponsor.

(n) The Business is in compliance in all material respects with all applicable Laws respecting employment and employment practices, including, without limitation, all laws respecting terms and conditions of employment, health and safety, wages and hours, worker classifications, child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity, pay equity (including maintenance of pay equity), employee privacy, Government Entity sponsored plans, including pension, social security, parental insurance, prescription drugs and similar plans, plant closures and

layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance.

(o) Except as set forth on Schedule 4.12(o) of the Sellers Disclosure Letter, during the past five (5) years the Business has not received (i) notice of any unfair labor practice charge or of any complaint pending or threatened before the National Labor Relations Board or any other Government Entity against it, (ii) notice of any charge or complaint with respect to or relating to it pending before the Equal Employment Opportunity Commission or any other Government Entity responsible for the prevention of unlawful employment practices, (iii) notice of the intent of any Government Entity responsible for the enforcement of labor, employment, wages and hours of work, pay equity, human rights, worker classification, child labor, immigration, or occupational safety and health laws to conduct an inspection or investigation with respect to or relating to it or notice that such inspection or investigation is in progress, (iv) notice of any material violation, infringement, breach or lack of compliance by any Government Entity responsible for the enforcement of labor, employment, wages and hours of work, pay equity, human rights, worker classification, child labor, immigration, or occupational safety and health laws, or (v) notice of any complaint, lawsuit or other proceeding of any kind pending or threatened in any forum by any Government Entity, by any union or bargaining agent, or by or on behalf of any Employee or former employee, any applicant for employment or classes of the foregoing alleging a material breach of any express or implied contract of employment, any applicable Law governing labor, employment, wages and hours or work, pay equity, human rights, worker classification, child labor, immigration or occupation safety and health or the termination of employment or any discriminatory, wrongful or tortious conduct in connection with the employment relationship.

(p) To the Knowledge of the Sellers, no Employee is in any respect in material violation of any nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, noncompetition agreement, restrictive covenant or other obligation to a former employer of any such employee relating (i) to the right of any such Employee to be employed by the Business or (ii) to the knowledge or use of trade secrets or proprietary information, or any obligations of the same nature contained in any employment agreement.

(q) Except as set forth in Section 4.12(q) of the Sellers Disclosure Letter, the execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any breach or other violation of any Collective Labor Agreement, employment agreement, consulting agreement or any other labor-related agreement.

4.13 Taxes. Except as set forth in Section 4.13 of the Sellers Disclosure Letter, Sellers have (i) each timely filed all Tax Returns required to be filed with the appropriate Government Entity in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extension of time to file granted to, or to be obtained on behalf of, the Sellers), and such Tax Returns were complete and accurate in all material respects; (ii) paid, collected and remitted on a timely basis all Taxes owed by, or required to be collected and remitted by, any of the Sellers,

whether or not shown as due on any Tax Return; and (iii) duly and on a timely basis withheld from any amount paid or credited to any Person the amount of any Taxes required by Law, to be withheld therefrom and have duly and on a timely basis remitted such amounts as required by Law, except where any such failure would not result, or would not reasonably be expected to result, in a Material Adverse Effect. No material examination of any Tax Return of the Sellers is currently in progress by any Government Entity; no material unresolved adjustment has been proposed in writing with respect to any such Tax Returns by any Government Entity; no material unresolved claim has been made in writing by any Government Entity in a jurisdiction where the Sellers do not file Tax Returns that any Seller is or may be subject to Taxes by that jurisdiction for Taxes; and there are no Liens for Taxes, other than Permitted Encumbrances.

4.14 Absence of Certain Developments. Except (a) for the commencement of the Bankruptcy Proceedings and (b) as required by Law or GAAP, since December 31, 2011: (i) Sellers have conducted the Business in the Ordinary Course; (ii) there have not occurred any facts, conditions, changes, violations, inaccuracies, circumstances, effects or events that have constituted, or which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect; and (iii) except as set forth in Section 4.14 of the Sellers Disclosure Letter, no Seller has taken any action in contravention of Section 5.7.

4.15 No Undisclosed Liabilities. The Sellers do not have any Liabilities, except Liabilities (a) provided for in the financial statements included in the Public Documents; (b) incurred in the Ordinary Course and not required under GAAP to be reflected in the financial statements included in the Public Documents; (c) disclosed in the application for protection in the CCAA Cases (d) incurred in connection with the DIP Credit Agreement; (e) incurred since December 31, 2011 in the Ordinary Course or as required by applicable Law; or (f) incurred in connection with this Agreement or the transactions contemplated hereby.

4.16 Affiliate Transactions. Except as disclosed in Section 4.16 of the Sellers Disclosure Letter, no Affiliate of any Seller (other than any other Seller) (a) is a competitor, creditor, debtor, customer, distributor, supplier or vendor of any Seller, (b) is a party to any Material Contract with any Seller that results in payment or receipt by the Business of more than $50,000 per annum in the aggregate, (c) has any Action against any Seller, (d) has a loan outstanding from any Seller or (e) owns any assets that are used in the Business.

4.17 Brokers; Advisors Fees. Except for fees and commissions that will be paid or otherwise settled or provided for by the Sellers, no broker, finder or investment banker is entitled to any brokerage, finder's or other similar fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents based upon arrangements made by or on behalf of the Sellers or any of their Affiliates.

4.18 Inventory. Except as set forth on Section 4.18 of the Sellers Disclosure Letter, all Inventory of the Sellers, whether or not reflected on the financial statements included in the Public Documents, consists of items of a quality useable or saleable in the ordinary course of business, assuming sufficient market demand. Seller does not hold any Inventory on consignment. Except as set forth on Section 4.18 of the Sellers Disclosure Letter, all Inventory of Seller is merchantable and fit for the purpose for which it was procured or manufactured and, except as has been written down on the face of the financial statements included in the Public

Documents or in the books and records of the Company, or, with respect to Inventory acquired since the date of such financial statements, none of such Inventory is obsolete, damaged or defective.

4.19 Receivables. The accounts receivable of the Sellers reflected on the financial statements included in the Public Documents and all Accounts Receivable arising subsequent to the date thereof (a) arose from bona fide sales transactions in the ordinary course of business consistent with past practice and are payable on ordinary trade terms taking into account the practices in the buyer's jurisdiction, (b) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their respective terms, (c) except as set forth on Section 4.19 of the Sellers Disclosure Letter, are not subject to any valid material set-off or counterclaim, (d) do not represent obligations for goods sold on consignment, on approval or on a sale-or-return basis or subject to any other repurchase or return arrangement, and (e) are not the subject of any Actions or order by a Government Entity brought by or on behalf of Sellers.

4.20 Not a Non-Resident. Each Seller that is selling a "taxable Canadian property" within the meaning of subsection 248(1) of the Tax Act, is not a non-resident of Canada within the meaning of the Tax Act.

4.21 GST/HST Registration. Each Seller that is selling Assets in Canada is duly registered for the purposes of the Tax imposed under Part IX of the Excise Tax Act under the numbers set forth in Section 4.21 of the Sellers Disclosure Letter.

ARTICLE V
COVENANTS AND OTHER AGREEMENTS

5.1 Bankruptcy Actions.

(a) The Sellers and the Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to the approval of the Bankruptcy Courts.

(b) At the Auction, in accordance with the Stalking Horse and SISP Orders and notwithstanding any other provision of this Agreement, the Purchaser shall be permitted to bid on individual Parcels, a combination of Parcels or individual Assets within certain Parcels as the Purchaser may elect. The Purchaser shall be entitled to: (i) allocate the Purchase Price among the Parcels in the discretion of the Purchaser, (ii) reallocate the Purchase Price during the Auction in the discretion of the Purchaser; (iii) reduce the Purchase Price to the extent that it is not the Successful Bid with respect to any Parcel, and (iv) submit additional bids and make additional corresponding modifications to this Agreement at the Auction.

(c) The Sellers shall use their commercially reasonable efforts to have the Canadian Court enter on or before _____, 2012, upon a hearing to be held on a date specified by the Canadian Court (the "***Canadian Sale Hearing***"), an order reasonably acceptable to the Purchaser approving the sale of the Assets to the Purchaser pursuant to this Agreement or to the Person otherwise submitting a Superior Offer for the Assets at the Auction (the "***Canadian Sale Order***"), including by filing and properly serving a notice of application and application record with the Canadian Court within

three (3) Business Days of the completion of the Auction (which such notice of application shall also be served on each party to a Designated Seller Contract with the Canadian Debtors and on all parties whom the Purchaser's counsel requests be served). The Sellers shall also file with the U.S. Bankruptcy Court (i) as soon as reasonably practicable after entry of the Stalking Horse and SISP Orders in the CCAA Proceedings and in any event no later than five (5) Business Days thereafter a motion seeking entry of an order reasonably acceptable to the Purchaser (A) approving the SISP and the SISP procedures and (B) scheduling a hearing (the "***U.S. Sale Hearing***") to consider approval of the sale of the Assets to the Purchaser or to the Person otherwise submitting a Superior Offer and (ii) as soon as reasonably practicable after a Plan Failure and in any event no later than three (3) Business Days thereafter, a motion seeking entry of an order reasonably acceptable to the Purchaser approving the sale of the Assets to the Purchaser or the Person otherwise submitting a Superior Offer (the "***U.S. Sale Order***" and together with the Canadian Sale Order, the "***Sale Orders***"). In addition, the Sellers shall use their commercially reasonable efforts to have the Canadian Sale Hearing and the U.S. Sale Hearing conducted simultaneously on the same date by videoconference between the Bankruptcy Courts in a manner such that both Bankruptcy Courts shall be able to simultaneously hear and view the proceedings in the other court and otherwise in accordance with such guidelines as may be necessary to conduct such hearing.

(d) In the event leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to the Stalking Horse and SISP Orders or the Sale Orders, the Sellers shall promptly notify the Purchaser of such application for leave to appeal, appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice(s) or order(s). The Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any application for leave to appeal or appeal from such orders.

(e) Prior to the Closing, the Canadian Debtors shall serve and file with the Canadian Court a notice of application and application record seeking the entry of an Order establishing procedures for the identification and adjudication of any claims against the directors and officers of the Canadian Debtors that would be covered by the D&O Charge (as defined in the Amended and Restated Initial CCAA Order), which procedures shall be in form and substance reasonably satisfactory to the Purchaser and which procedures shall, for the avoidance of doubt, provide the Canadian Debtors, any affected director or officer and the Purchaser with full rights of participation and consultation in the procedures, which shall be administered by the Monitor, subject to the foregoing.

5.2 Cooperation.

(a) Prior to the Closing, upon the terms and subject to the conditions of this Agreement, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by this Agreement as soon as practicable, including the preparation and filing of all forms, registrations and notices required to be

filed to consummate the Closing, making witnesses available in the Canadian Court and the U.S. Bankruptcy Court or by declaration, as necessary, in obtaining the entry of the Sale Orders, negotiating Collective Labor Agreements with all applicable unions and collective bargaining agents, the taking of such actions as are necessary to obtain any requisite Consent, provided that the Sellers shall not be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by the Purchaser) in order to obtain any Consent.

(b) Each of the Sellers and the Purchaser shall promptly notify the other of the occurrence, to such Party's Knowledge, of any event or condition, or the existence, to such Party's Knowledge, of any fact, that would reasonably be expected to result in (i) any of the conditions set forth in ARTICLE VIII not being satisfied or (ii) any of the representations and warranties in ARTICLE IV not being true and correct.

5.3 Antitrust and Other Regulatory Approvals.

(a) To the extent required by applicable Laws, each of the Parties agrees to prepare and file as promptly as practicable and in any event, within ten (10) Business Days from the execution of this Agreement: (i) all filings and applications required and desirable to obtain Competition Act Approval; (ii) a Notification and Report Form pursuant to the HSR Act and each Party shall request early termination of the waiting period under the HSR Act; and (iii) all other necessary documents, registrations, statements, petitions, filings and applications for Regulatory Approvals and any other Consent of any other Government Entities required to satisfy the condition set forth in Section 8.1(a).

(b) Each of the Parties shall use commercially reasonable efforts to (i) cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (ii) keep the other Parties informed in all material respects of any material communication received by such Party from, or given by such Party to, any Government Entity and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby and (iii) permit the other Party to review any material communication given to it by, and consult with each other in advance of any meeting or conference with any Government Entity, including in connection with any proceeding by a private party. The foregoing obligations in this Section 5.3 shall be subject to any attorney-client, work product or other privilege, and each of the Parties hereto shall coordinate and cooperate fully with the other Parties hereto in exchanging such information and providing such assistance as such other Parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods under the HSR Act. The Parties will not take any action that will have the effect of delaying, impairing or impeding the receipt of any required authorizations, consents, Orders or approvals. Fees incurred in connection with complying with any Law shall be borne solely by the Sellers.

(c) If any objections are asserted with respect to the transactions contemplated hereby under any Law or if any suit is instituted by any Government Entity or any private party challenging any of the transactions contemplated hereby as violative of any Law or if the filing pursuant to Section 5.3 is reasonably likely to be rejected or conditioned by federal or a state Government Entity, each of the Parties shall use commercially reasonable efforts to resolve such objections or challenge as such Government Entity or private party may have to such transactions, including to vacate, lift, reverse or overturn any Action, whether temporary, preliminary or permanent, so as to permit consummation of the transactions contemplated by this Agreement.

(d) In addition, the Purchaser shall, and shall cause each of the Designated Purchasers to, use its commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to the Purchaser's obligations hereunder as set forth in Section 8.1(a) to the extent the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to consummate the transactions contemplated by this Agreement, including using its commercially reasonable efforts to obtain all Regulatory Approvals and any other Consent of a Government Entity required to be obtained in order for the Parties to consummate the transactions contemplated by this Agreement.

5.4 Pre-Closing Access to Information. Prior to the Closing, the Sellers shall (a) give the Purchaser and its authorized representatives, upon advance notice and during regular business hours, access to all books, records, reports, plans, certificates, files, documents and information related to the Assets, personnel, officers and other facilities and properties of the Business, (b) permit the Purchaser to make such copies and inspections thereof, upon advance notice and during regular business hours, as the Purchaser may reasonably request; provided, however, that (i) any such access shall be conducted at Purchaser's expense, in accordance with Law (including any applicable Antitrust Law and Bankruptcy Law), under the supervision of the Sellers' personnel and in such a manner as to maintain confidentiality and not to interfere with the normal operations of the businesses of the Sellers and their Affiliates and (ii) the Sellers will not be required to provide to the Purchaser access to or copies of any Employee Records to the extent such would be in violation of Laws relating to the protection of privacy and (c) permit the Purchaser to undertake (at the Purchaser's sole cost and expense) a non-invasive environmental assessment of the Owned Real Property and Leased Real Property (subject to notification to and, if required, approval of the owner of the Leased Real Property).

5.5 Public Announcements. Prior to the Closing and without limiting or restricting any Party from making any filing with the Bankruptcy Courts with respect to this Agreement or the transactions contemplated by this Agreement and upon 24 hours advance notice of such public announcement or press release, no Party shall issue any press release or public announcement concerning this Agreement or the transactions contemplated by this Agreement without obtaining the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of the Purchaser or the Sellers, disclosure is otherwise required by applicable Law, the U.S. Bankruptcy Codes or the Bankruptcy Courts with respect to filings to be made with the Bankruptcy Courts in connection with this Agreement or by the Securities Laws of the Securities Commissions or any stock exchange on which the Sellers list securities, provided that the Party intending to make such

release shall use its reasonable best efforts consistent with such applicable Law, the U.S. Bankruptcy Codes or Bankruptcy Courts requirement to consult with the other Party with respect to the text thereof.

5.6 Further Actions. From and after the Closing Date, each of the Parties shall execute and deliver such documents and other papers and take such further actions as may reasonably be required to carry out the provisions of this Agreement and give effect to the transactions contemplated herein, including the execution and delivery of such assignments, deeds and other documents as may be necessary to transfer any Assets as provided in this Agreement; provided that, neither the Purchaser nor the Sellers shall be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by the Sellers) in order to obtain any Consent to the transfer of Assets or the assumption of Assumed Liabilities.

5.7 Conduct of Business. The Sellers covenant that, subject to any limitation imposed as a result of being subject to the Bankruptcy Proceedings and except as (i) the Purchaser may approve otherwise in writing as set forth below (such approval not to be unreasonably withheld or delayed), (ii) set forth in Section 5.7 of the Sellers Disclosure Letter, (iii) otherwise contemplated or permitted by this Agreement or another Transaction Document, (iv) required by Law (including any applicable Bankruptcy Law) or by any order of a Bankruptcy Court, or (v) relates to Excluded Assets or Excluded Liabilities, the Sellers shall (A) conduct the Business in the Ordinary Course and in accordance with the restrictions set forth in the DIP Credit Agreement and (B) abstain from any of the following actions:

(a) enter into any Contract or Lease for or relating to the Business that cannot be assigned to the Purchaser or a Designated Purchaser, other than a Contract or a Lease with annual payments of less than $2,500,000;

(b) sell or otherwise dispose of Assets, other than dispositions of Inventory and obsolete or damaged Assets in the Ordinary Course that do not exceed $500,000 in the aggregate;

(c) grant any Lien on any Assets other than Permitted Encumbrances or Liens that may arise by operation of Law;

(d) other than in the Ordinary Course, grant or acquire from any Person or dispose of or permit to lapse any rights to any material Intellectual Property;

(e) institute any new or increase the rate of cash compensation or other fringe, incentive, profit-sharing bonus, deferred compensation, severance, insurance, equity incentive, pension, retirement, medical, hospital, disability, welfare or other employee benefits payable to the Transferred Employees, directors or officers, other than increases required by applicable Law or Contracts other than Seller Employee Plans in effect as of the date hereof;

(f) other than as permitted by Section 5.7(g), voluntarily terminate or materially amend any Material Contract;

(g) enter into, terminate or amend any agreement (or incur any commitment) that involves or is reasonably likely to involve total annual expenditures by Sellers or total annual revenues to Sellers, in each case in excess of $5,000,000;

(h) waive, release, assign, settle or compromise any material claim, litigation or arbitration relating to the Business to the extent that such waiver, release, assignment, settlement or compromise (A) imposes any binding obligation or restriction, whether contingent or realized, on the Business and/or the Purchaser and/or the Designated Purchasers, or (B) waives or releases any material rights or claims;

(i) enter into any collective bargaining, employment, deferred compensation, severance, consulting, independent contractor, restrictive covenant or similar agreement (or amend any such agreement) to which any Seller is party or involving any directors, officers or employees in his or her capacity as a director, officer or employee of a Seller;

(j) declare, set aside, make or pay any dividend or other distribution in respect of the capital stock, membership interests or other equity interests of Sellers, or repurchase, redeem or otherwise acquire any outstanding shares of the capital stock, membership interests or other securities of, or other ownership interests in, the Sellers;

(k) except pursuant to the DIP Credit Agreement, incur any indebtedness for borrowed money (including any intra-group borrowings), enter into any material guarantee, indemnity or other agreement to secure any obligation of a Third Party or voluntarily create any Lien (other than Permitted Encumbrances) for the benefit of a third party over any of the Assets, except in the Ordinary Course;

(l) (A) except as set forth in Section 8.3(f), modify, reject or terminate any Contract or Lease (other than termination in the Ordinary Course), or (B) enter into or modify any Contract or Lease containing material penalties which would be payable as a result of, and upon the consummation of, the transaction contemplated by this Agreement; or

(m) authorize, or commit or agree to take, any of the foregoing actions.

If a Seller desires to take any action described in this Section 5.7, the Sellers may, prior to any such action being taken, request the Purchaser's consent via an electronic mail or facsimile sent to the individuals and addresses listed in Section 10.8. The Purchaser shall be deemed to have consented to such action unless the Purchaser notifies the Sellers in writing by 11:59 p.m. (prevailing eastern time) on the third Business Day after delivery of such email or facsimile request that the Purchaser does not consent to such action.

5.8 Transaction Expenses. Except as otherwise provided in this Agreement or the Ancillary Agreements (including, without limitation, Section 9.2), each of the Purchaser and the Sellers shall bear its own costs and expenses (including brokerage commissions, finders' fees or similar compensation, and legal fees and expenses) incurred in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

5.9 Certain Payments or Instruments Received from Third Parties. To the extent that, after the Closing Date, (a) the Purchaser or any Designated Purchaser receives any payment or instrument that is for the account of a Seller according to the terms of this Agreement, the Purchaser shall, and shall cause the Designated Purchasers to promptly deliver such amount or instrument to the relevant Seller, and (b) any of the Sellers receives any payment that is for the account of the Purchaser or any of the Designated Purchasers according to the terms of this Agreement or relates primarily to the Business, the Sellers shall promptly deliver such amount or instrument to the Purchaser or the relevant Designated Purchasers. All amounts due and payable under this Section 5.9 shall be due and payable by the applicable Party in immediately available funds, by wire transfer to the account designated in writing by the relevant Party. Notwithstanding the foregoing, each Party hereby undertakes to use reasonable best efforts to direct or forward all bills, invoices or like instruments to the appropriate Party.

5.10 Deemed Consent. For the purposes of this Agreement, the relevant Sellers shall be deemed to have obtained all required Consents in respect of the assignment of any Designated Seller Contract if, and to the extent that, pursuant to the Sale Orders, the Sellers are authorized to assume and assign to the Designated Purchasers such Designated Seller Contract pursuant to Section 365 of the U.S. Bankruptcy Code or Section 11.3 of the CCAA, as applicable, and any applicable Cure Cost has been satisfied as provided in Section 2.1(e).

5.11 Notification of Certain Matters. The Sellers shall give written notice to the Purchaser promptly after becoming aware of (a) the occurrence of any event, which would be likely to cause any condition set forth in Article VIII to be unsatisfied in any material respect at any time from the date hereof to the Closing Date or (b) any notice or other communication from (i) any Person alleging that the Consent of such Person is or may be required in connection with any of the transactions contemplated by this Agreement or (ii) any Government Entity in connection with any of the transactions contemplated by this Agreement; provided, however, that the delivery of any notice pursuant to this Section 5.11 shall not limit or otherwise affect the remedies available hereunder to the Purchaser.

5.12 Casualty Loss. Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Assets is (a) condemned or taken by eminent domain, or (b) a material portion is damaged or destroyed by fire or other casualty, the Sellers shall notify the Purchaser promptly in writing of such fact, and (i) in the case of condemnation or taking, the Sellers shall assign or pay, as the case may be, any proceeds thereof to the Purchaser at the Closing, and (ii) in the case of fire or other casualty, the Sellers shall, at their option, either restore such damage or assign the insurance proceeds therefrom to the Purchaser at Closing. Notwithstanding the foregoing, the provisions of this Section 5.12 shall not in any way modify the Purchaser's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect.

5.13 Rejection of Designated Seller Contracts. The Seller shall not reject any Designated Seller Contracts pursuant to the Bankruptcy Proceedings without the prior written consent of the Purchaser.

5.14 Name Change. Within ten (10) days after the Closing Date, Sellers and their Subsidiaries shall take such corporate and other actions necessary to change their corporate and company names to ones that are not similar to, or confusing with, their current names, including any necessary filings required by applicable Law.

ARTICLE VI
TAX MATTERS

6.1 Transfer Taxes.

(a) The Parties agree that the Purchase Price is exclusive of any Transfer Taxes. Subject to Section 6.2, the Purchaser shall promptly pay directly to the appropriate Tax Authority, or promptly reimburse the Sellers upon demand and delivery of proof of payment, all applicable Transfer Taxes that are properly payable by Purchaser under applicable Law in connection with this Agreement and the transactions contemplated herein and the other Transaction Documents and the transactions contemplated therein.

(b) If the Purchaser or any Designated Purchaser wishes to claim any exemption relating to, or a reduced rate of, Transfer Taxes, in connection with this Agreement or the transactions contemplated herein or the other Transaction Documents and the transactions contemplated therein, the Purchaser or any Designated Purchaser, as the case may be, shall be solely responsible for ensuring that such exemption or election applies and, in that regard, shall provide the Sellers prior to Closing with its permit number, GST/HST number, or other similar registration numbers and/or any appropriate certificate of exemption, election and/or other document or evidence to support the claimed entitlement to such exemption or reduced rate by the Purchaser or such Designated Purchaser, as the case may be. The Sellers shall make reasonable efforts to cooperate to the extent necessary to obtain any such exemption or reduced rate.

6.2 Tax Elections.

(a) With respect to the sale of the Assets situated in Canada, at Purchaser's sole expense, the Purchaser (or the relevant Designated Purchaser) and each Seller that is selling such Assets under this Agreement shall, where such election is available, jointly execute an election under Section 167 of Part IX of the Excise Tax Act (Canada) in the forms prescribed for such purposes such that the sale of the Assets by such Seller will take place without payment of any GST/HST. The Purchaser (or the relevant Designated Purchaser) shall file the election forms referred to above with the proper Tax Authority, together with the Purchaser's (or the relevant Designated Purchaser's) GST/HST return for its GST/HST reporting period during which the transaction of purchase and sale contemplated herein occurs. Notwithstanding such election, in the event that it is determined by the CRA that there is a GST/HST liability of the Purchaser (or the relevant Designated Purchaser) to pay GST/HST on all or part of the Assets sold pursuant to this Agreement, the Parties agree that such GST/HST, as the case may be, shall, unless already collected from the Purchaser (or the relevant Designated Purchaser) and remitted by each Seller, be forthwith remitted by the Purchaser (or the relevant Designated Purchaser) to the CRA, as the case may be. If it is determined that the elections are not

available, the Sellers agree to provide reasonable cooperation to the Purchaser or the Designated Purchaser to expedite the Purchaser's or Designated Purchaser's claims for input tax credits, input tax refunds or rebates of GST/HST.

(b) The Purchaser (or the relevant Designated Purchaser) and each Seller, if applicable, will, within the prescribed time, jointly execute and file an election under Section 22 of the Tax Act and the corresponding sections of any other provincial statute and any regulations under such statutes in a manner consistent with the Purchase Price allocation under Section 2.2(b).

6.3 Withholding Taxes. Notwithstanding any other provision in this Agreement, the Purchaser shall have the right to deduct and withhold Taxes from any payments to be made hereunder if such withholding is required by Law and to collect any necessary Tax forms, including IRS Forms W-8 or W-9, as applicable, or any similar information, from the Sellers and any other recipients of payments hereunder. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the Sellers or any such other recipient of payments in respect of which such deduction and withholding was made, to the extent that such amounts are remitted to the appropriate Government Entity within the required period of time. The Purchaser shall timely remit any such amounts withheld to the appropriate Tax Authority.

6.4 Tax Characterization of Payments Under This Agreement. The Sellers and the Purchaser agree to treat all payments made either to or for the benefit of the other Party under this Agreement as adjustments to the Purchase Price for Tax purposes and that such treatment shall govern for purposes hereof to the extent permitted under applicable Tax Law.

6.5 Records. After the Closing Date, the Purchaser and the Designated Purchasers on the one hand, and the Sellers, on the other hand, will make available to the other, as reasonably requested, and to any Tax Authority, all information, records or documents relating to liability for Taxes with respect to the Assets, the Assumed Liabilities, the Business for all periods prior to or including the Closing Date, and will preserve such information, records or documents until the expiration of any applicable statute of limitations or extensions thereof. In the event that one Party needs access to records in the possession of a second Party relating to any of the Assets, the Assumed Liabilities, the Business for purposes of preparing Tax Returns or complying with any Tax audit request, subpoena or other investigative demand by any Tax Authority, or for any other legitimate Tax-related purpose not injurious to the second Party, the second Party will allow representatives of the other Party access to such records during regular business hours at the second Party's place of business for the sole purpose of obtaining information for use as aforesaid and will permit such other Party to make extracts and copies thereof as may be necessary or convenient. The obligation to cooperate pursuant to this paragraph shall terminate at the time the relevant applicable statute of limitations expires (giving effect to any extension thereof).

6.6 Property Tax Allocation. For purposes of Section 2.1(c)(ii), all real and personal property Taxes and similar ad valorem obligations levied with respect to the Assets, whether imposed or assessed before or after the Closing Date ("***Periodic Taxes***") for a taxable period that includes (but does not end on) the Closing Date (a "***Straddle Period***"), shall be apportioned

between the Sellers and the Purchaser or the applicable Designated Purchaser as of the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date (together with periods ending before the Closing Date, the "***Pre-Closing Tax Period***"), and the number of days of such taxable period beginning after the Closing Date (together with any periods beginning after the Closing Date, the "***Post-Closing Tax Period***"). At the Closing, Periodic Taxes with respect to each Asset for the applicable Tax period shall be prorated in accordance with the foregoing provisions based on the Tax assessment for such Asset for the applicable Tax period, if available, or otherwise, based on the last available Tax assessment with respect to such Asset. The Sellers shall be responsible for such Periodic Taxes attributable to Pre-Closing Tax Periods and the Purchaser or applicable Designated Purchaser shall be responsible for such Periodic Taxes attributable to Post-Closing Tax Periods. At the Closing, (x) the Sellers shall pay to the Purchaser or applicable Designated Purchaser an amount equal to excess, if any, of the (i) unpaid Periodic Taxes attributable to Pre-Closing Tax Periods over (ii) Periodic Taxes paid by the Sellers but apportioned hereunder to the Purchaser or applicable Designated Purchaser for Straddle Periods (each determined in accordance with the foregoing principles), or (y) the Purchaser or applicable Designated Purchaser shall pay to the Sellers an amount equal to Periodic Taxes apportioned to the Purchaser or applicable Designated Purchaser with respect to Straddle Periods but previously paid by the Sellers, as applicable. The Purchaser or applicable Designated Purchaser shall also be responsible for preparing and filing all Periodic Tax returns required to be filed after the Closing Date.

ARTICLE VII
EMPLOYMENT MATTERS

7.1 Offers of Employment and Employee Liabilities.

(a) *Offers to Non-Union Employees.* Effective as of the Closing Date, the Purchaser shall offer employment effective as of the Closing Date to all of the Non-Union Employees on terms and conditions which are no less favorable in the aggregate in terms of title, compensation, benefits, hours of work and location, and with duties that are similar to the duties now being performed by such Non-Union Employees in respect of the Business to those under which such Non-Union Employees are currently employed by the Sellers. The Purchaser shall make such offers by the Closing. Notwithstanding the foregoing, in respect of Non-Union Employees on long-term disability on the Closing Date, the Purchaser shall not offer employment effective the Closing Date but rather the terms of offers to any such Employee shall specify that the offer is conditional upon the Purchaser being satisfied that the Employee is capable of returning to work and the date on which such Employee returns to work shall be the effective date of employment by the Purchaser. The Purchaser shall recognize the past service of Transferred Non-Union Employees with the Sellers for such purposes and for any required notice of termination, termination or severance pay (contractual, statutory or at common law).

(b) *Union Employees.* Notwithstanding any other provision of this Agreement, effective as of the Closing Date, the Purchaser shall continue the employment of all Union Employees in accordance with the terms of the Collective Labor Agreements applicable to the Union Employees and in particular shall (subject to Section 8.3(e)):

(i) recognize the Unions as the sole and exclusive collective bargaining agents as of the Closing Date and immediately thereafter for the Union Employees immediately prior to the Closing Date;

(ii) accept and be bound by the terms and conditions of the Collective Labor Agreements applicable to the Union Employees which were ratified March 14, 2012, March 15, 2012 and March 16, 2012; and

(iii) accept all obligations and commitments made by the Seller regarding current and former Union Employees as evidenced by the Collective Labor Agreements applicable to the Union Employees which were ratified March 14, 2012, March 15, 2012 and March 16, 2012 and the Memorandums of Agreements attached to such Collective Labor Agreements (which are to continue to be binding despite Plan Failure) including but not limited to all obligations under the Defined Benefit Plan known as "Catalyst Corporation Retirement Plan A, B.C. Reg 85944-1" and all obligations to current and former Union Employees contemplated as "excluded" by section 2.3 of the Plan of Compromise and Arrangement.

(c) To the extent permitted by applicable Law, from time to time following the Closing, the Sellers shall make available to the Purchaser such data in the personnel records of Transferred Employees as is necessary for the Purchaser to transition such Transferred Employees into the Purchaser's records.

7.2 Employee Benefits. At any time and from time to time after the date hereof, the Purchaser shall take, or cause to be taken, any and all actions necessary to assume and adopt each Transferred Employee Plan (and any assets held by the Sellers in respect thereof) effective as of the Closing. The Sellers shall assign to the Purchaser the Transferred Employee Plans (and any assets in respect thereof) and the Sellers shall cooperate with the Purchaser and take, or cause to be taken, all actions as the Purchaser may reasonably request in order to effectuate such assignments.

7.3 No Obligation. Other than as expressly set forth herein, nothing contained in this Agreement shall be construed to require the employment of (or prevent the termination of employment of) any individual, require minimum benefit or compensation levels or prevent any change in the employee benefits provided to any individual Transferred Employee. No provision of this Agreement shall create any Third Party beneficiary rights in any Employee or former Employee of the Sellers or any other Person (including any beneficiary or dependent thereof) of any nature or kind whatsoever, including without limitation, in respect of continued employment (or resumed employment) for any specified period.

7.4 Transition Services. The Purchaser and the Sellers shall use their commercially reasonable efforts to agree on transition services agreement pursuant to which, for a period of six months after the Closing Date, the Purchaser shall provide the services of certain employees to assist the estate of the Sellers to market and sell certain residual assets or Excluded Assets. The transition services would be made available to the Sellers without charge for the first six months of the term provided, however, that the Sellers shall pay the actual costs relating to the services

provided by such employees. The provision of the transition services shall not interfere in the normal responsibilities and duties of such employees on behalf of the Purchaser.

ARTICLE VIII
CONDITIONS TO THE CLOSING

8.1 Conditions to Each Party's Obligation. The Parties' obligation to effect, and, as to the Purchaser, to cause the relevant Designated Purchasers to effect, the Closing is subject to the satisfaction or the express written waiver of the Parties, at or prior to the Closing, of the following conditions:

(a) To the extent required by applicable Laws, all Regulatory Approvals shall have been obtained.

(b) There shall be in effect no Law or Order in the U.S. or Canada prohibiting the consummation of the transactions contemplated hereby that has not been withdrawn or terminated.

8.2 Conditions to Sellers' Obligation. The Sellers' obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by the Sellers), at or prior to the Closing, of each of the following additional conditions:

(a) Except for any inaccuracy that has not had a material adverse effect on the ability of the Purchaser to consummate the transactions contemplated by this Agreement or on the Sellers or any of their Affiliates, each representation and warranty contained in Article III (disregarding all materiality and material adverse effect qualifications contained therein) shall be true and correct (i) as if restated on and as of the Closing Date or (ii) if made as of a date specified therein, as of such date, except in each case for any failure to be true and correct that has not had a Material Adverse Effect. The Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof.

(b) The covenants contained in this Agreement to be complied with by the Purchaser on or before the Closing shall have been complied with and not been breached in any material respect. The Sellers shall have received a certificate of Purchaser to such effect signed by a duly authorized officer thereof.

(c) Each of the deliveries required to be made to the Sellers pursuant to Section 2.3(b) shall have been so delivered.

(d) The Stalking Horse and SISP Orders and the Sale Orders shall have been entered and shall not have been stayed as of the Closing.

8.3 Conditions to Purchaser's Obligation. The Purchaser's obligation to effect, and to cause the relevant Designated Purchasers to effect, the Closing shall be subject to the fulfillment (or express written waiver by the Purchaser), at or prior to the Closing, of each of the following additional conditions:

(a) Each of the representations and warranties set forth in ARTICLE IV, disregarding all materiality and Material Adverse Effect qualifications contained therein, shall be true and correct (i) as if restated on and as of the Closing Date or (ii) if made as of a date specified therein, as of such date, except in each case for any failure to be true and correct that has not had a Material Adverse Effect. The Purchasers shall have received a certificate of each of the Sellers to such effect signed by a duly authorized officer thereof.

(b) The covenants, obligations and agreements contained in this Agreement to be complied with by the Sellers on or before the Closing shall not have been breached in any material respect. The Purchasers shall have received a certificate of each of the Sellers to such effect signed by a duly authorized officer thereof.

(c) There shall not have occurred any changes, effects or circumstances constituting, or which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect.

(d) The Bankruptcy Courts shall have approved and authorized the assumption and assignment of such Assigned Contracts with respect to which the Purchaser shall have provided the requisite adequate assurance.

(e) The Purchaser's agreement to be bound by the Collective Labor Agreements ratified on March 14, March 15 and March 16, 2012 contained in Section 7.1(b) hereof shall have been acknowledged in writing by the applicable Unions and such Collective Labor Agreements and Memoranda of Agreements attached thereto shall continue to be in full force and effect on and after the Closing Date without modification and, for greater certainty, subject to the Purchaser complying with the Sellers' commitments related to retired hourly employees who are members or former members of the applicable Unions at all times during the term of the Collective Labor Agreements.

(f) Each of the deliveries required to be made to the Purchaser pursuant to Section 2.3(b) shall have been so delivered.

(g) The Stalking Horse and SISP Orders and the Sale Orders shall have been entered and shall have become Final Orders.

(h) All Consents listed in Section 8.3(h) of the Sellers Disclosure Letter or waivers thereof shall have been obtained.

(i) The Administration Charge, the D&O Charge, the KERP Charge, the Financial Advisor Charge and the Critical Suppliers' Charge (each as defined in the Amended and Restated Initial CCAA Order) shall have been released, discharged or terminated.

(j) The Canadian Court shall have granted a Final Order, in form and substance acceptable to the Purchaser, providing that the Purchaser shall not be bound by or responsible for any liabilities or obligations of the Sellers under any of the Seller Employee Plans other than the Transferred Employee Plans.

ARTICLE IX
TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by either Party, upon written notice to the other:

(i) by mutual written consent of the Sellers and the Purchaser;

(ii) in the event of a material breach by such other Party of such other Party's representations, warranties, agreements or covenants set forth in this Agreement, which breach (A) would result in a failure of the conditions to Closing set forth in Section 8.2 or Section 8.3, as applicable, and (B) is not cured within seven (7) days from receipt of a written notice from the non-breaching Party;

(iii) if a Government Entity issues an Order prohibiting the transactions contemplated hereby; or

(iv) upon the entry of an order by the Bankruptcy Court authorizing a Superior Offer, unless the Purchaser's bid, as reflected by this Agreement and as the same may be modified at the Auction, is the Backup Bid (as defined in the SISP) under the SISP, in which case, upon the closing of a Superior Offer;

(b) by Purchaser, upon written notice to the Sellers:

(i) if the Auction is not conducted by _____, 2012;

(ii) if the Sale Orders are not entered by _____, 2012 or become Final Orders by _____, 2012;

(iii) if the Closing does not take place by _____, 2012;

(iv) if the Sellers announce any plan of liquidation or support any such plan filed by any other Party in lieu of consummating this Agreement;

(v) upon the sale, transfer or other disposition, directly or indirectly, of any material portion of the Business or the Assets (other than as a going concern) in connection with the closure, liquidation or winding up of the Business or any of the Sellers;

(vi) if there are any outstanding proceedings challenging the priority claim of the Senior Secured Notes Indenture;

(vii) if the CCAA Cases are terminated or a trustee in bankruptcy or receiver is appointed in respect of any of the Canadian Debtors or their respective Assets, and such trustee in bankruptcy or receiver refuses to proceed with the transactions contemplated by this Agreement; or

(viii) if a Material Adverse Effect occurs.

provided, however, that the right to terminate this Agreement pursuant to Section 9.1(a)(ii) and Section 9.1(b)(iii) shall not be available to any Party whose breach hereof has been the principal cause of, or has directly resulted in, the event or condition purportedly giving rise to a right to terminate this Agreement under such clauses.

9.2 Expense Reimbursement. Notwithstanding anything in this Agreement to the contrary, the Sellers agree to pay the Purchaser, or to such Person as the Purchaser may direct, the Expense Reimbursement, which expense reimbursement shall not exceed $1,000,000, with the Expense Reimbursement being paid by the Sellers to the Purchaser, or to such Person as the Purchaser may direct, upon the earlier to occur of (a) the entry of an order by the Canadian Court or U.S. Bankruptcy Court approving a Superior Offer and (b) the termination of this Agreement in accordance with the terms set forth in Section 9.1 (except for any termination pursuant to Section 9.1(a)(i) or 9.1(a)(ii) in the event of the Purchaser's breach), provided that the Purchaser shall be required to provide to the Sellers such documentation as the Sellers may reasonably request evidencing the expenses and fees in respect of which a request for reimbursement is made hereunder. The obligation of the Sellers to pay the Expense Reimbursement shall be joint and several among the Sellers. The provision for payment of the Expense Reimbursement is an integral part of this Agreement without which the Purchaser would not have entered into this Agreement.

9.3 Effects of Termination. If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further liability of any Party to the other except for the provisions of (a) Section 5.5 (Public Announcements), (b) Section 5.8 (Transaction Expenses), (c) Section 9.2 (Expense Reimbursement), (d) Section 9.3 (Effects of Termination), (e) Section 10.6 (Successors and Assigns), (f) Section 10.7 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) and (g) Section 10.8 (Notices); *provided, that* nothing herein shall relieve any Party from liability for any breach of this Agreement occurring before the termination hereof and thereof.

ARTICLE X
MISCELLANEOUS

10.1 No Survival of Representations and Warranties or Covenants. No representations or warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date. Accordingly, no claim of any nature whatsoever for breach of such representations, warranties, covenants or agreements may be made, or Action instituted, after the Closing Date. Notwithstanding the foregoing, the covenants and agreements that by their terms are to be satisfied after the Closing Date shall survive until satisfied in accordance with their terms.

10.2 Sellers Disclosure Letter Supplements. From time to time prior to the Closing, the Sellers shall supplement or amend the Sellers Disclosure Letter with respect to any matter that, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in the Sellers Disclosure Letter. The Sellers Disclosure Letter shall be deemed amended by all such supplements and amendments for all purposes (except for purposes

of determining whether the conditions set forth in Section 8.2(a) of the Agreement have been satisfied), unless within ten (10) days from the receipt of such supplement or amendment the Purchaser provides notice in good faith that the facts described in such supplement or amendment would reasonably be expected to have a Material Adverse Effect.

10.3 Remedies. No failure to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement by any Party will operate as a waiver of such right, remedy, power or privilege, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege.

10.4 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.5 Consent to Amendments; Waivers. No Party shall be deemed to have waived any provision of this Agreement or any of the other Transaction Documents unless such waiver is in writing, and then such waiver shall be limited to the circumstances set forth in such written waiver. This Agreement and the Ancillary Documents shall not be amended, altered or qualified except by an instrument in writing signed by all the Parties hereto or thereto, as the case may be.

10.6 Successors and Assigns. Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements set forth in this Agreement or any of the Ancillary Agreements by or on behalf of the Parties thereto will be binding upon and inure to the benefit of such Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the other Party, which consent may be withheld in such Party's sole discretion, except for (i) assignment to an Affiliate of a Party (provided that such Party remains liable jointly and severally with its assignee Affiliate for the assigned obligations to the other Party), and (ii) assignment by any of the Canadian Debtors pursuant to any plan of arrangement approved by the Canadian Court, which will not require the consent of the Purchaser.

10.7 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement, and any relief or remedies sought by any Parties, shall be governed exclusively by the Laws of the State of New York without regard to the rules of conflict of laws applied therein or any other jurisdiction.

(b) To the fullest extent permitted by applicable Law, each Party (i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in (A) the U.S. Bankruptcy Court, if brought prior to the entry of a final decree closing the Chapter 15 Case, with respect to the U.S. Debtors, (B) the Canadian Court, if brought prior to the entry of a final decree closing the CCAA Cases,

with respect to the Canadian Debtors, or (C) in the federal courts in the Southern District of New York (collectively, the "***Courts***"), if brought after entry of such final decree closing the Chapter 15 Case or CCAA Cases, mutatis mutandis, and shall not be brought, in any court in the United States of America, Canada, or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of the Courts, as applicable pursuant to the preceding clauses (i)(A), (B) and (C), for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a court or any claim that any such Action brought in such a court has been brought in an inconvenient forum, (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 10.8 or any other manner as may be permitted by Law shall be valid and sufficient service thereof, and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE ANCILLARY AGREEMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.7.

10.8 Notices. All demands, notices, communications and reports provided for in this Agreement shall be deemed given if in writing and delivered, if sent by telecopy, electronic mail, courier or sent by reputable overnight courier service (delivery charges prepaid) to any Party at the address specified below, or at such other address, to the attention of such other Person, and with such other copy, as the recipient Party has specified by prior written notice to the sending Party pursuant to the provisions of this Section 10.8.

If to the Purchaser to:

CP Acquisition, LLC
c/o Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attention: Michael S. Stamer, Esq. and Stephen B. Kuhn, Esq.
E-mail address: mstamer@akingump.com and skuhn@akingump.com

With copies (that shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attention: Michael S. Stamer, Esq. and Stephen B. Kuhn, Esq.
E-mail address: mstamer@akingump.com and skuhn@akingump.com

Fraser Milner Casgrain LLP
Royal Trust Tower
77 King Street West
Toronto, ON M5K 0A1
Attention: Ryan C. Jacobs, Esq. and R. Shayne Kukulowicz, Esq.
E-mail address: ryan.jacobs@fmc-law.com and shayne.kukulowicz@fmc-law.com

If to the Sellers, to:

Catalyst Paper Corporation
2nd Floor, 3600 Lysnader Lane
Richmond, BC V7B IC3
Attention: David Adderley, General Counsel
E-mail address: david.adderley@catalystpaper.com

With copies (that shall not constitute notice) to:

Blake, Cassels & Graydon LLP
595 Burrard Street
P.O. Box 49314
Suite 2600, Three Bentall Centre
Vancouver BC V7X 1L3
Attention: Peter Kalbfleisch
Email: peter.kalbfleisch@blakes.com

Skadden, Arps, Slate, Meagher & Flom LLP
222 Bay Street, Suite 1750
P.O. Box 258
Toronto, Ontario
Canada M5K IJ5
Attention: Christopher W. Morgan, Esq.
E-mail address: Christopher.morgan@skadden.com

Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue
Suite 3400
Los Angeles, VA 90071

Attention: Van C. Durrer II, Esq.
E-mail address: van.durrer@skadden.com

Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by facsimile transmission or electronic mail, or on the calendar day after deposit with a reputable overnight courier service, as applicable.

10.9 Exhibits; Sellers Disclosure Letter. The Sellers Disclosure Letter and the Exhibits attached hereto constitute a part of this Agreement and are incorporated into this Agreement for all purposes as if fully set forth herein.

10.10 Counterparts. The Parties may execute this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), each of which will be an original and all of which together will constitute one and the same instrument.

10.11 No Presumption. The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that such Party drafted or was more responsible for drafting the provisions.

10.12 Severability. If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, illegal or incapable of being enforced in any jurisdiction, (i) as to such jurisdiction, the remainder of this Agreement or the application of such provision, clause or part under other circumstances, and (ii) as for any other jurisdiction, any provision of this Agreement, shall not be affected and shall remain in full force and effect, unless, in each case, such invalidity, illegality or unenforceability in such jurisdiction materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement. Upon such determination that any clause or other provision is invalid, illegal or incapable of being enforced in such jurisdiction, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible even in such jurisdiction.

10.13 Specific Performance.

(a) Purchaser acknowledges and agrees that any breach of the terms of this Agreement by Purchaser would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly agrees that, in addition to any other remedies, Seller shall be entitled to enforce the terms of this Agreement, including, for the avoidance of doubt, Purchaser's obligation to fund the Purchase Price, by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting a bond.

(b) Purchaser agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that (i) there is adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or equity. In the event Seller seek an injunction or injunctions to prevent breaches of this Agreement when expressly available pursuant to the terms of this Agreement and to enforce specifically the terms and provisions of this Agreement when expressly available pursuant to the terms of this Agreement, they shall not be required to provide any bond or other security in connection with any such order or injunction.

(c) Nothing in this Section 10.13 shall limit the rights of Purchaser to seek or obtain enforcement of the Stalking Horse and SISP Order or the Sale Orders after the entry of such orders or of this Agreement.

10.14 Entire Agreement. This Agreement and the Ancillary Agreements set forth the entire understanding of the Parties relating to the subject matter thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral, are superseded by this Agreement and the Ancillary Agreements, and all such prior or contemporaneous understandings, agreements, representations and warranties are hereby terminated. In the event of any irreconcilable conflict between this Agreement and any of the Ancillary Agreements, the provisions of this Agreement shall prevail, regardless of the fact that certain Ancillary Agreements, such as the Local Sale Agreement, may be subject to different governing Laws (unless the Ancillary Agreement expressly provides otherwise).

10.15 Damages. Under no circumstances shall any Party be liable for punitive damages or indirect, special, incidental, or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby or any breach or alleged breach of any of the terms hereof, including damages alleged as a result of tortious conduct.

10.16 Bulk Sales Laws. Each Party waives compliance by the other Party with any applicable bulk sales Law.

[NTD: Entities that hold only Excluded Assets in square brackets below. Omit if assets are not purchased]

IN WITNESS WHEREOF, the Parties have duly executed this Asset Sale Agreement as of the date first written above.

CATALYST PAPER CORPORATION

By:_____
Name:
Title:

[0606890 B.C. LTD.]

By:_____
Name:
Title:

CATALYST PAPER GENERAL PARTNERSHIP by its Managing Partner, CATALYST PAPER CORPORATION

By:_____
Name:
Title:

[CATALYST PAPER ENERGY HOLDINGS INC.]

By:_____
Name:
Title:

CATALYST PULP AND PAPER SALES INC.

By:_____
Name:
Title:

CATALYST PULP OPERATIONS LIMITED

By:_____
Name:
Title:

CATALYST PULP SALES INC.

By:_____
Name:
Title:

ELK FALLS PULP AND PAPER LIMITED

By:_____
Name:
Title:

[PACIFICA POPLARS LTD.]

By:_____
Name:
Title:

[CATALYST PAPER HOLDINGS INC.]

By:_____
Name:
Title:

[CATALYST PAPER RECYCLING INC.]

By:_____
Name:
Title:

[CATALYST PAPER (SNOWFLAKE) INC.]

By:_____
Name:
Title:

CATALYST PAPER (USA) INC.

By:_____
Name:
Title:

[PACIFICA PAPERS SALES INC.]

By:_____
Name:
Title:

[PACIFICA PAPERS US INC.]

By:_____
Name:
Title:

[PACIFICA POPLARS INC.]

By:_____
Name:
Title:

[THE APACHE RAILWAY COMPANY]

By:_____
Name:
Title:

CP ACQUISITION, LLC

By: _____

Name: _____

Title: _____

Exhibit A

Relevant Antitrust Authorities

- Canada
- United States of America

Such other foreign jurisdictions as will be determined promptly upon debtor providing information on activities in foreign jurisdictions

Appendix B

SALE AND INVESTOR SOLICITATION PROCEDURES

Catalyst Paper Corporation et al.
Procedures for the Sale and Investor Solicitation Process

On January 31, 2012, Catalyst Paper Corporation ("**CPC**"), together with certain of its subsidiaries and affiliates as listed in Schedule "A" hereto (collectively, the "**Petitioners**"), obtained an initial order (as amended and restated by order dated February 3, 2012 and as it has been and may be further amended, restated or supplemented from time to time, collectively, the "**Amended and Restated Initial Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (as amended, the "**CCAA**") from the Supreme Court of British Columbia, Vancouver Registry (the "**Canadian Court**"). The Amended and Restated Initial Order also applies to Catalyst Paper General Partnership (which, together with the Petitioners, make up the "**Catalyst Entities**"). On February 1, 2012, CPC, as the foreign representative of the Catalyst Entities, commenced a recognition proceeding pursuant to Chapter 15 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "**U.S. Bankruptcy Court**", and together with the Canadian Court, the "**Courts**"). On March 5, 2012, the U.S. Bankruptcy Court recognized the Canadian proceeding as a foreign main proceeding pursuant to Chapter 15 of the Bankruptcy Code.

On March 22, 2012, the Canadian Court entered an order (the "**SISP Approval Order**") approving, a sale and investor solicitation process (the "**SISP**") and the SISP procedures set forth herein (the "**SISP Procedures**") On April 2, 2012, the Canadian Court entered an order (the "**SISP Approval Order**") approving an agreement of purchase and sale (the "**Stalking Horse Purchase Agreement**") between the Catalyst Entities and an entity established by the Required Noteholders (the "**Stalking Horse Bidder**"), to acquire substantially all of the assets of the Catalyst Entities on behalf of the Holders of the Senior Secured Notes (the "**Stalking Horse Bid**").

The SISP Approval Order, the SISP and these SISP Procedures shall exclusively govern the process for soliciting and selecting bids for the sale of all, substantially all, or one or more Parcels of the Catalyst Property and Catalyst Business or for the restructuring, recapitalization or refinancing of the Catalyst Entities and the Catalyst Business.

All dollar amounts expressed herein, unless otherwise noted, are in United States currency. Unless otherwise indicated herein any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.

Defined Terms

All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the SISP Approval Order. In addition, in these SISP Procedures:

"**Amended and Restated Initial Order**" has the meaning ascribed thereto in the recitals above;

"**Auction**" has the meaning ascribed thereto in section (35);

"**Auction Bidders**" has the meaning ascribed thereto in section (35)(hh);

"**Backup Bid**" has the meaning ascribed thereto in section (39);

"**Backup Bid Expiration Date**" has the meaning ascribed thereto in section (41);

"**Backup Bidder**" has the meaning ascribed thereto in section (39);

"**Business Day**" means any day other than (i) a Saturday or Sunday or (ii) a day which is a statutory holiday in either Vancouver, British Columbia or New York City, New York;

"**Canadian Approval Hearing**" has the meaning ascribed thereto in section (43);

"**Canadian Catalyst Assets**" means the property, assets and undertaking of CPC, Catalyst Pulp Operations Limited, Catalyst Pulp Sales Inc., Pacifica Poplars Ltd., Catalyst Pulp and Paper Sales Inc., Elk Falls Pulp and Paper Limited, Catalyst Paper Energy Holdings Inc. and 0606890 B.C. Ltd.;

"**Canadian Court**" has the meaning ascribed thereto in the recitals above;

"**Catalyst Business**" means the business carried on by the Catalyst Entities and non-debtor subsidiaries of CPC;

"**Catalyst Entities**" has the meaning ascribed thereto in the recitals above;

"**Catalyst Property**" means the property, assets and undertaking of the Catalyst Entities or any part thereof;

"**CCAA**" has the meaning ascribed thereto in the recitals above;

"**CCAA Plan**" has the meaning ascribed thereto in section (4);

"**Claims and Interests**" has the meaning ascribed thereto in section (6);

"**Collateral Trustee**" means Computershare Trust Company of Canada, as collateral trustee, under the Senior Secured Note Indentures and any successor collateral trustee thereunder;

"**Confidentiality Agreement**" has the meaning ascribed thereto in section (9);

"**Courts**" has the meaning ascribed thereto in the recitals above;

"**CPC**" has the meaning ascribed thereto in the recitals above;

"**Definitive Investment Agreement**" has the meaning ascribed thereto in section (27)(t);

"**Deposit**" has the meaning ascribed thereto in section (26)(k);

"**DIP Claims Amount**" means the aggregate amount due or accruing due (whether for principal, interest (including default interest), indemnification payments, premiums, charges, fees, costs (including the fees and expenses of legal counsel and other advisors) or otherwise whether ascertained or contingent) to the DIP Lenders pursuant to the DIP Credit Agreement;

"**DIP Credit Agreement**" means the debtor-in-possession credit and security agreement among JPMorgan Chase Bank, N.A., the guarantors thereunder, and the DIP Lenders dated as of February 7, 2012, as amended, restated or supplemented from time to time;

"**DIP Lenders**" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent, and in its capacity as lender, and such other lenders as may be party to the DIP Credit Agreement from time to time;

"**Financial Advisor**" means Perella Weinberg Partners, solely in its capacity as financial advisor to the Catalyst Entities;

"**Holders**" means the beneficial holders from time to time of the Senior Secured Notes;

"**Initial Supporting Noteholders**" has the meaning ascribed thereto in the Restructuring Support Agreement;

"**Investment Proposal**" has the meaning ascribed thereto in section (20)(A);

"**Known Potential Bidders**" has the meaning ascribed thereto in section (7);

"**Leading Bid**" has the meaning ascribed thereto in section (35)(pp);

"**Majority Initial Supporting Noteholders**" has the meaning ascribed thereto in the Restructuring Support Agreement;

"**Minimum Incremental Overbid**" has the meaning ascribed thereto in section (35)(pp);

"**Monitor**" means PricewaterhouseCoopers Inc., in its capacity as Monitor of the Catalyst Entities pursuant to the Amended and Restated Initial Order;

"**Non-Binding Indication of Interest**" has the meaning ascribed thereto in section (18);

"**Notice Parties**" has the meaning ascribed thereto in section (49);

"**Parcels**" means any one or more of: (i) the Catalyst Property associated with the Crofton Mill, located in British Columbia; (ii) the Catalyst Property associated with the Port Alberni Mill, located in British Columbia; (iii) the Catalyst Property associated with the Powell River Mill, located in British Columbia; (iv) the Catalyst Property associated with the Snowflake Mill, located in Snowflake, Arizona; (v) the Catalyst Property associated with the Elk Falls Pulp and Paper Mill, located near Campbell River, British Columbia; or (vi) the PREI Interest;

"**Parcels Sale Proposal**" means a Sale Proposal for one or more Parcels;

"**Petitioners**" has the meaning ascribed thereto in the recitals above;

"**Phase 1 Bid Deadline**" has the meaning ascribed thereto in section (19);

"**Phase 2 Bid Deadline**" has the meaning ascribed thereto in section (25);

"**Plan Failure**" has the meaning ascribed thereto in the SISP Approval Order;

"**Potential Bidder**" has the meaning ascribed thereto in section (10);

"**Potential Bidder Deadline**" has the meaning ascribed thereto in section (10);

"PREI Interest" means the interest of Catalyst Paper Energy Holdings Inc. in Powell River Energy Inc. ("**PREI**") and the Powell River Energy Limited Partnership ("**PRELP**") including:

> Article 150,001 Common Shares in PREI;
>
> Article 2Long term debt of 20.8 million owing by PREI maturing December 21, 2021 under subordinated promissory notes issued by PREI;
>
> Article 3A 49.95% limited partnership interest in Powell River Energy Limited Partnership under limited partnership agreement between 3795669 Canada Limited, as general partner and Pacific Paper Inc. (predecessor to Catalyst Paper Energy Holdings Inc.) and Powell River Energy Trust, as limited partners;

which interest may be subject to certain contractual rights of first refusal ("**RFR**") in favour of Powell River Energy Trust pursuant to a Limited Partnership Agreement related to PRELP and a Unanimous Shareholder Agreement related to PREI which RFR process, if applicable, may not commence until 180 days after January 31, 2012.

"**Purchase Price**" has the meaning ascribed thereto in section (26)(b);

"**Qualified Bidder**" has the meaning ascribed thereto in section (28);

"**Qualified Bids**" has the meaning ascribed thereto in section (28);

"**Qualified Investment Bid**" has the meaning ascribed thereto in section (27);

"**Qualified Non-Binding Indication of Interest**" has the meaning ascribed thereto in section (20);

"**Qualified Phase 1 Bidder**" has the meaning ascribed thereto in section (11);

"**Qualified Phase 2 Bidder**" has the meaning ascribed thereto in section (23);

"**Qualified Purchase Bid**" has the meaning ascribed thereto in section (26);

"**Required Noteholders**" means the Holders of a majority in aggregate principal amount of the Senior Secured Notes outstanding at such time;

"**Restructuring Support Agreement**" means that certain Restructuring Support Agreement, dated as of March 11, 2012, by and among the Catalyst Entities and certain other signatories thereto;

"**Sale Proposal**" has the meaning ascribed thereto in section (20)(A);

"**Senior Secured Note Claims Amount**" means the aggregate amount due or accruing due (whether for principal, interest (including default interest), indemnification payments, premiums, charges, fees, costs (including the fees and expenses of legal counsel and other advisors) or otherwise whether ascertained or contingent) to the Collateral Trustee, Trustee and the Holders, each as applicable, under the Senior Secured Note Indentures as at the closing date of the Successful Bid;

"**Senior Secured Note Indentures**" means the indentures governing the Senior Secured Notes;

"**Senior Secured Notes**" means (i) the 11% Senior Secured Notes due December 15, 2016 issued by CPC pursuant to that certain Indenture, dated as of March 10, 2010, by and among CPC, as issuer, certain of its affiliates, as guarantors, the Trustee and the Collateral Trustee; and (ii) the Class B 11% Senior Secured Notes due December 15, 2016 issued by CPC pursuant to that certain Indenture, dated as of May 19, 2010, by and among CPC, as issuer, certain of its affiliates, as guarantors, the Trustee and the Collateral Trustee;

"**Senior Secured Notes Excluded Assets**" means those assets of the Catalyst Entities forming part of the Catalyst Property which are not charged by the security granted to the Collateral Trustee by the Catalyst Entities to secure the obligations and liabilities owing in respect of the Senior Secured Note Indentures and Senior Secured Notes, namely, the "Excluded Assets" as defined in the Senior Secured Note Indentures, as described in Schedule "B" hereto;

"**SISP**" has the meaning ascribed thereto in the recitals above;

"**SISP Approval Order**" has the meaning ascribed thereto in the recitals above;

"**SISP Procedures**" has the meaning ascribed thereto in the recitals above;

"**Solicitation Process**" has the meaning ascribed thereto in section (2);

"**Stalking Horse Bid**" has the meaning ascribed thereto in the recitals above;

"**Stalking Horse Bidder**" has the meaning ascribed thereto in the recitals above;

"**Stalking Horse Purchase Agreement**" has the meaning ascribed thereto in the recitals above;

"**Starting Bid**" has the meaning ascribed thereto in section (35)(ii);

"**Steering Committee**" means a committee represented by Fraser Milner Casgrain LLP and Akin Gump Strauss Hauer & Feld LLP comprised of certain of the Holders of the Senior Secured Notes representing the Required Noteholders;

"**Subsequent Bid**" has the meaning ascribed thereto in section (35)(pp);

"**Successful Bid**" has the meaning ascribed thereto in section (39);

"**Successful Bidder**" has the meaning ascribed thereto in section (39);

"**Superior Alternative Offer**" means (1) with respect to all assets other than the PREI Interest one or more credible, reasonably certain and financially viable Qualified Bids that do not, individually or in the aggregate, constitute a Superior Cash Offer but are approved by the Required Noteholders; or (ii) with respect to the PREI Interest one or more credible, reasonably certain and financially viable Qualified Bids that do not, individually or in the aggregate, constitute a Superior Cash Offer but are approved by the Catalyst Entities, in consultation with the Financial Advisors, the Monitor and the Initial Supporting Noteholders;

"**Superior Cash Offer**" means one or more credible, reasonably certain and financially viable Qualified Bids that, individually or in the aggregate, would result in a cash distribution to the Holders of an amount exceeding the Stalking Horse Bid amount, including any Subsequent Bid by the Stalking Horse Bidder, on closing of the transaction contemplated by the Qualified Bid, which Qualified Bid also shall provide consideration sufficient to pay in full in cash on closing, or through the assumption of liabilities, (a) any claims ranking senior in priority to the Senior Secured Notes that are or would be payable in the CCAA proceedings or Chapter 15 proceedings with respect to the Catalyst Entities or Catalyst Property subject to the Qualified Bid, including the DIP Claims Amount, any other claims secured by the court ordered charges granted in the Amended and Restated Initial Order or any other order of the Canadian Court in the CCAA proceedings and any claims in respect of assets of the Catalyst Entities to be acquired under the Qualified Bid that are Senior Secured Notes Excluded Assets; and (b) any amounts payable which are determined to have been incurred by the Catalyst Entities entirely (x) after the date of the Amended and Restated Initial Order and before the closing of a transaction hereunder; and (y) in compliance with the Amended and Restated Initial Order and other Orders made by the Canadian Court in the CCAA proceedings with respect to the Catalyst Entities;

"**Superior Offer**" means either a Superior Cash Offer or a Superior Alternative Offer;

"**Teaser Letter**" has the meaning ascribed thereto in section (7);

"**Trustee**" means Wilmington Trust, National Association, as trustee under the Senior Secured Note Indentures and any successor trustee thereunder;

"**U.S. Approval Hearing**" has the meaning ascribed thereto in section (44);

"**U.S. Bankruptcy Court**" has the meaning ascribed thereto in the recitals above; and

"**U.S. Catalyst Assets**" means the property, assets and undertaking of Catalyst Paper Recycling Inc., Catalyst Paper (Snowflake) Inc., Catalyst Paper Holdings Inc., Pacifica Papers U.S. Inc., Pacifica Poplars Inc., Pacifica Papers Sales Inc., Catalyst Paper (USA) Inc. and The Apache Railway Company.

"Stalking Horse"

(1) Pursuant to the SISP Approval Order, the Stalking Horse Bidder has been designated as such by the Catalyst Entities.

Solicitation Process

(2) These SISP Procedures describe, among other things, the Catalyst Property available for sale, the opportunity for an investment in the Catalyst Entities, the manner in which prospective bidders may gain access to or continue to have access to due diligence materials concerning the Catalyst Entities, the Catalyst Property, and the Catalyst Business, the manner in which bidders and bids become Qualified Bidders and Qualified Bids, respectively, the receipt and negotiation of bids received, the ultimate selection of one or more Successful Bids, and the approval thereof by the Courts (collectively, the "**Solicitation Process**").

(3) The Catalyst Entities, in consultation with the Financial Advisor and under the supervision of the Monitor, shall conduct these SISP Procedures and the Solicitation Process as outlined herein. Certain stages of the SISP Procedures may be conducted by the Catalyst Entities simultaneous to the preparation, solicitation or confirmation of a CCAA Plan by the Catalyst Entities. In addition, the closing of any sale may involve additional intermediate steps or transactions to facilitate consummation of such sale, including additional Court filings. In the event that there is a disagreement or clarification required as to the interpretation or application of the SISP or the responsibilities of the Monitor, the Financial Advisor or the Catalyst Entities hereunder, the Canadian Court will have the jurisdiction to hear such matter and provide advice and directions, upon application of the Monitor or the Catalyst Entities with a hearing on no less than 3 business days notice.

Sale and Investment Opportunity

(4) An investment in the Catalyst Entities may, at the option of a Successful Bidder, include one or more of the following: a restructuring, recapitalization or other form of reorganization of the business and affairs of some or all of the Catalyst Entities as a going concern, together with a plan of compromise or arrangement pursuant to the CCAA (a "**CCAA Plan**"), which compromises the Claims and Interests set out therein; or a sale of all, substantially all, or one or more Parcels of the Catalyst Property, including to a newly formed acquisition entity.

"As Is, Where Is"

(5) The sale of the Catalyst Property or Catalyst Business or investment in the Catalyst Entities will be on an "as is, where is" basis and without surviving representations, warranties, covenants or indemnities of any kind, nature, or description by the Monitor, the Catalyst Entities or any of their agents, estates, advisors, professionals or otherwise, except to the extent set forth in the relevant sale or investment agreement with the Successful Bidder.

Free Of Any And All Claims And Interests

(6) In the event of a sale, all of the rights, title and interests of the Catalyst Entities in and to the Catalyst Property to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the "**Claims and Interests**") pursuant to approval and vesting orders made by the Canadian Court and the U.S. Bankruptcy Court, and/or free and clear of all Claims and Interests pursuant to section 363 of the U.S. Bankruptcy Code, as applicable. Contemporaneously with such approval and vesting orders being made, all such Claims and Interests shall attach to the net proceeds of the sale of such property (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant sale agreement with a Successful Bidder.

Solicitation of Interest

(7) As soon as reasonably practicable after the granting of the SISP Approval Order, the Catalyst Entities, in conjunction with its advisors, including the Financial Advisor and the Monitor, will prepare a list of potential bidders (the "**Known Potential Bidders**") for the Catalyst Business and Catalyst Property or an investment in the Catalyst Entities. Such list will include both strategic and financial parties who, in the Financial Advisor's

reasonable business judgment, may be interested in acquiring the Catalyst Business and Catalyst Property or in making an investment in the Catalyst Entities. Concurrently, the Catalyst Entities and the Financial Advisor will prepare an initial offering summary (the "**Teaser Letter**") notifying Known Potential Bidders of the existence of the Solicitation Process and inviting the Known Potential Bidders to express their interest in making an offer to acquire all, substantially all, or one or more Parcels of the Catalyst Property and the Catalyst Business, or to invest in the Catalyst Entities.

(8) As soon as reasonably practicable after the Plan Failure and in any event no later than five (5) Business Days after the Plan Failure, the Catalyst Entities shall cause a notice of the SISP contemplated by these SISP Procedures and such other relevant information which the Catalyst Entities, in consultation with the Financial Advisor and the Monitor, considers appropriate to be published in *The Globe & Mail (National Edition)* and *The Wall Street Journal (National Edition)*. At the same time, the Catalyst Entities, following consultation with the Financial Advisor and the Monitor, shall issue a press release providing the above notice and such other relevant information, with Canada Newswire and a United States equivalent newswire designating dissemination in Canada and major financial centers in the United States, Europe and Asia Pacific.

(9) As soon as reasonably practicable after the Plan Failure and in any event no later than two (2) Business Days after the Plan Failure, the Financial Advisor shall distribute to the Known Potential Bidders the Teaser Letter, as well as a draft form of confidentiality agreement (the "**Confidentiality Agreement**") that is satisfactory to the Catalyst Entities, its advisors and the Monitor, and which shall inure to the benefit of any purchaser of the Catalyst Business and Catalyst Property or investor in the Catalyst Entities pursuant to the SISP.

Participation Requirements

(10) Unless otherwise ordered by the Canadian Court, in order to participate in the Solicitation Process, an interested party (a "**Potential Bidder**") must deliver the following to the Notice Parties **so as to be received by the Notice Parties not later than 5:00 p.m. (Vancouver time) on •, 2012 (being 14 days after a Plan Failure)**, or such other date or time as the Catalyst Entities in consultation with the Financial Advisor and the Monitor, and with the consent of the Majority Initial Supporting Noteholders may determine appropriate (the "**Potential Bidder Deadline**"):

(A) an executed Confidentiality Agreement, in form and substance satisfactory to the Catalyst Entities and the Monitor, which shall inure to the benefit of any purchaser of the Catalyst Property or Catalyst Business or any investor in the Catalyst Entities;

(B) a specific indication of the anticipated sources of capital for such Potential Bidder and preliminary evidence of the availability of such capital, or such other form of financial disclosure and credit support or enhancement that will allow the Catalyst Entities, the Monitor and the

Financial Advisor and each of their respective legal and financial advisors, to make, in their reasonable business or professional judgment, a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate an acquisition of the Catalyst Business or Catalyst Property or an investment in the Catalyst Entities;

(C) a letter setting forth the identity of the Potential Bidder, the contact information for such Potential Bidder and full disclosure of the direct and indirect owners of the Potential Bidder and their principals; and

(D) an executed letter acknowledging receipt of a copy of the SISP Approval Order (including these SISP Procedures) and agreeing to accept and be bound by the provisions contained therein.

(11) A Potential Bidder will be deemed a "**Qualified Phase 1 Bidder**" if: (i) such Potential Bidder has satisfied all of the requirements described in section (10) above; and (ii) such Potential Bidder's financial information and credit support or enhancement demonstrate to the satisfaction of the Catalyst Entities, in their reasonable business judgment and after consultation with the Financial Advisor and the Monitor, the financial capability of such Potential Bidder to consummate a transaction and that such Potential Bidder is likely (based on availability of financing, experience and other considerations) to consummate an acquisition of the Catalyst Business or Catalyst Property or an investment in the Catalyst Entities.

(12) The determination as to whether a Potential Bidder is a Qualified Phase 1 Bidder will be made as promptly as practicable but no later than five (5) Business Days after a Potential Bidder delivers all of the materials required above. If it is determined that a Potential Bidder is a Qualified Phase 1 Bidder, the Financial Advisor will promptly notify the Potential Bidder that it is a Qualified Phase 1 Bidder.

(13) If the Catalyst Entities, in accordance with section (11) above, determine that (a) there are no Qualified Phase 1 Bidders, or (b) proceeding with these SISP Procedures is not in the best interests of the Catalyst Entities or their stakeholders, the Catalyst Entities shall (i) forthwith terminate these SISP Procedures, (ii) notify each Qualified Phase 1 Bidder (if any) that these SISP Procedures have been terminated, and (iii) within three (3) Business Days of such termination, file an application with the Canadian Court and the U.S. Bankruptcy Court seeking approval, after notice and hearings, to implement the Stalking Horse Purchase Agreement. If the Catalyst Entities do not timely seek such approval, the Steering Committee, on behalf of the Required Noteholders, may apply to the Canadian Court and the U.S. Bankruptcy Court for such approval.

Due Diligence

(14) The Financial Advisor will provide a confidential information memorandum describing the opportunity to acquire all, substantially all, or one or more Parcels of the

Catalyst Property and the Catalyst Business or to invest in the Catalyst Entities to each Qualified Phase 1 Bidder as soon as practicable after the determination that such party is a Qualified Phase 1 Bidder. A copy of the confidential information memorandum shall also be provided to the Steering Committee, the Initial Supporting Noteholders, and Trustee.

(15) Each Qualified Phase 1 Bidder shall have such due diligence access to materials and information relating to the Catalyst Property and the Catalyst Business as the Catalyst Entities and the Financial Advisor, in their collective reasonable business judgment, in consultation with Monitor, deem appropriate.

(16) At the discretion of the Catalyst Entities, due diligence access may include management presentations (as may be scheduled by the Catalyst Entities), access to physical and online data rooms, on-site inspections and such other matters as a Qualified Phase 1 Bidder or Qualified Phase 2 Bidder may reasonably request and as to which the Catalyst Entities, in their reasonable exercise of discretion, may agree. The Catalyst Entities shall not be obligated to furnish any due diligence information after the Phase 2 Bid Deadline.

(17) The Catalyst Entities, the Financial Advisor and the Monitor are not responsible for, and will have no liability with respect to, any information obtained by any Known Potential Bidder, Potential Bidder or Qualified Bidder in connection with the Catalyst Business or Catalyst Property. The Catalyst Entities, the Financial Advisor and the Monitor and their respective advisors do not make any representations or warranties whatsoever as to the information or the materials provided, except, in the case of the Catalyst Entities, to the extent provided under any definitive sale or investment agreement executed and delivered by a Successful Bidder (or Backup Bidder, as the case may be) and the applicable Catalyst Entities.

PHASE 1

Seeking Non-Binding Indications of Interest by Qualified Phase 1 Bidders

(18) From the date of the SISP Approval Order until the Phase 1 Bid Deadline, the Catalyst Entities and the Financial Advisor (under the supervision of the Monitor and in accordance with the terms of the SISP Approval Order) will solicit non-binding indications of interest from Qualified Phase 1 Bidders to acquire all, substantially all, or one or more Parcels of the Catalyst Property and related Catalyst Business or to invest in the Catalyst Entities (each a "**Non-Binding Indication of Interest**").

(19) In order to continue to participate in the Solicitation Process, a Qualified Phase 1 Bidder must deliver a Non-Binding Indication of Interest to the Notice Parties **so as to be received by the Notice Parties not later than 5:00 p.m. (Vancouver time) on ●, 2012** (being 35 days after the Potential Bidder Deadline) (the "**Phase 1 Bid Deadline**").

Non-Binding Indications of Interest by Qualified Phase 1 Bidders

(20) A Non-Binding Indication of Interest will be considered a "**Qualified Non-Binding Indication of Interest**" only if it is submitted by a Qualified Phase 1 Bidder, received on or before the Phase 1 Bid Deadline, and contains the following information:

(A) An indication of whether the Qualified Phase 1 Bidder is offering to (i) acquire all, substantially all, or one or more Parcels of the Catalyst Property and related Catalyst Business (a "**Sale Proposal**"); or (ii) make an investment in the Catalyst Entities (an "**Investment Proposal**");

(B) In the case of a Sale Proposal, it shall identify (i) the purchase price range (including liabilities to be assumed by the Qualified Phase 1 Bidder); (ii) the Parcel(s) included (if the Sale Proposal is a Parcels Sale Proposal), any of the Catalyst Property expected to be excluded, and/or any additional assets desired to be included in the transaction; (iii) the structure and financing of the transaction (including, but not limited to, the sources of financing for the purchase price, preliminary evidence of the availability of such financing and the steps necessary and associated timing to obtain the financing and consummate the proposed transaction and any related contingencies, as applicable); (iv) the proposed treatment of employees of the Catalyst Entities; (v) any anticipated corporate, shareholder, internal or regulatory approvals required to close the transaction and the anticipated time frame and any anticipated impediments for obtaining such approvals; (vi) additional due diligence required or desired to be conducted prior to the Phase 2 Bid Deadline, if any; (vii) any conditions to closing that the Qualified Phase 1 Bidder may wish to impose; and (viii) any other terms or conditions of the Sale Proposal which the Qualified Phase 1 Bidder believes are material to the transaction;

(C) In the case of an Investment Proposal, it shall identify: (i) the aggregate amount of the equity and debt investment (including, the sources of such capital, preliminary evidence of the availability of such capital and the steps necessary and associated timing to obtain the capital and consummate the proposed transaction and any related contingencies, as applicable) to be made in the Catalyst Business; (ii) the underlying assumptions regarding the pro forma capital structure (including, the anticipated debt levels, debt service fees, interest and amortization); (iii) the consideration to be allocated to the stakeholders including claims of any secured or unsecured creditors of the Catalyst Entities and the proposed treatment of employees; (iv) the structure and financing of the transaction including all requisite financial assurance; (v) any anticipated corporate, shareholder, internal or regulatory approvals required to close the transaction, the anticipated time frame and any anticipated impediments for obtaining such

approvals; (vi) additional due diligence required or desired to be conducted prior to the Phase 2 Bid Deadline, if any; (vii) any conditions to closing that the Qualified Phase 1 Bidder may wish to impose; and (viii) any other terms or conditions of the Investment Proposal which the Qualified Phase 1 Bidder believes are material to the transaction; and

(D) Such other information reasonably requested by the Catalyst Entities or the Financial Advisor, in consultation with the Monitor.

(21) Notwithstanding section (20) hereof, the Catalyst Entities, in **consultation** with the Financial Advisor and Monitor, may waive compliance with any one or more of the requirements specified herein and deem any non-compliant Non-Binding Indication of Interest to be a Qualified Non-Binding Indication of Interest.

Assessment of Qualified Non-Binding Indications of Interest

(22) The Catalyst Entities, in consultation with the Financial Advisor, the Monitor and the Required Noteholders, will assess any Qualified Non-Binding **Indications** of Interest received, and will determine (A) whether there is a reasonable prospect that the Catalyst Entities will receive either (a) one or more Superior Cash Offers, or (b) one or more Superior Alternative Offers that could generate value in excess of the Stalking Horse Bid, that is/are likely to be consummated, and (B) whether proceeding with these SISP Procedures is in the best interests of the Catalyst Entities and its stakeholders. Such assessment will be made as promptly as practicable but no later than five (5) Business Days after the Phase 1 Bid Deadline.

(23) If the Catalyst Entities, in accordance with section (22) above, determine that (a) no Qualified Non-Binding Indication of Interest was received, (b) at least one Qualified Non-Binding Indication of Interest was received but there is no reasonable prospect that any such Qualified Non-Binding Indication of Interests will, individually or in the aggregate, result in one or more Superior Offer(s) that is/are likely to be consummated, or (c) proceeding with these SISP Procedures is not in the best interests of the Catalyst Entities or their stakeholders, the Catalyst Entities shall (i) forthwith terminate these SISP Procedures, (ii) notify each Qualified Phase 1 Bidder (if any) that these SISP Procedures have been terminated, and (iii) within three (3) Business Days of such termination, file an application with the Canadian Court and the U.S. Bankruptcy Court seeking approval, after notice and hearings, to implement the Stalking Horse Purchase Agreement. If the Catalyst Entities do not timely seek such approval, the Steering Committee on behalf of the Required Noteholders, may apply to the Canadian Court and the U.S. Bankruptcy Court for such approval.

(24) If the Catalyst Entities, in accordance with section (22) above, determine that (a) one or more Qualified Non-Binding Indications of Interest were received, (b) there is a reasonable prospect that one or more of such Qualified Non-Binding Indications of

Interest will, individually or in the aggregate, result in one or more Superior Offer(s) that is/are likely to be consummated, and (c) proceeding with these SISP Procedures is in the best interests of the Catalyst Entities and their stakeholders, these SISP Procedures will continue and each Qualified Phase 1 Bidder who has submitted a Qualified Non-Binding Indication of Interest that has determined to likely be consummated, shall be deemed to be a "**Qualified Phase 2 Bidder**".

PHASE 2

Seeking Qualified Bids by Qualified Phase 2 Bidders

(25) In order to continue to participate in the Solicitation Process, a Qualified Phase 2 Bidder must deliver a Qualified Purchase Bid or Qualified Investment Bid to the Notice Parties **so as to be received by the Notice Parties not later than 5:00 p.m. (Vancouver time) on ●, 2012** (being 21 days from Phase 1 Bid Deadline) (the "**Phase 2 Bid Deadline**").

A. Qualified Purchase Bids

(26) A Sale Proposal submitted by a Qualified Phase 2 Bidder will be considered a "**Qualified Purchase Bid**" only if the Sale Proposal complies with all of the following:

(b) it includes a letter stating that the Sale Proposal is irrevocable until the earlier of (a) the approval by the Canadian Court and U.S. Bankruptcy Court of a Successful Bid, and (b) 45 days following the Phase 2 Bid Deadline; provided, however, that if such Sale Proposal is selected as the Successful Bid or the Backup Bid, it shall remain irrevocable until the closing of the Successful Bid or the Backup Bid, as the case may be;

(c) it includes a duly authorized and executed purchase and sale agreement, substantially in the form of the Stalking Horse Purchase Agreement, specifying the purchase price, expressed in U.S. dollars (the "**Purchase Price**"), together with all exhibits and schedules thereto, and such ancillary agreements as may be required by the Qualified Phase 2 Bidder with all exhibits and schedules thereto (or term sheets that describe the material terms and provisions of such ancillary agreements), as well as copies of such materials marked to show the amendments and modifications to the Stalking Horse Purchase Agreement and such ancillary agreements and the proposed orders to approve the sale by the Courts;

(d) it includes a clear allocation of the Purchase Price among the U.S. Catalyst Assets and Canadian Catalyst Assets (if the Sale Proposal includes both U.S. Catalyst Assets and Canadian Catalyst Assets), and in each case, a clear allocation of the Purchase Price in respect of the Senior Secured Notes Excluded Assets (if the Sale Proposal includes any Senior Secured Notes Excluded Assets). A Sale Proposal (other than a Parcels Sale Proposal) that does not comply with the foregoing shall not, under any circumstances, constitute a Qualified Bid;

(e) it does not include any request or entitlement to any break-fee, expense reimbursement or similar type of payment. Further, by submitting a Sale Proposal, a Qualified Phase 2 Bidder shall be deemed to waive its right to pursue a substantial contribution claim under section 503 of the U.S. Bankruptcy Code or in any way related to the submissions of its Sale Proposal or these SISP Procedures;

(f) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Catalyst Entities, in consultation with the Financial Advisor and the Monitor, to allow the Catalyst Entities to make a reasonable determination as to the bidder's (and its direct and indirect owners and their principals) financial and other capabilities to consummate the transaction contemplated by the Sale Proposal;

(g) it is not conditioned on (i) the outcome of unperformed due diligence by the bidder and/or (ii) obtaining any financing capital and includes an acknowledgement and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its Sale Proposal;

(h) it fully discloses the identity of each entity that is bidding or otherwise that will be sponsoring or participating in the Sale Proposal, including the identification of the bidder's direct and indirect owners and their principals, and the complete terms of any such participation;

(i) it includes an acknowledgement and representation that the bidder will assume the obligations of the Catalyst Entities under the executory contracts and unexpired leases proposed to be assigned and, to the extent applicable, in compliance with section 365 of the U.S. Bankruptcy Code (or identifies with particularity which of such contracts and leases the bidder wishes not to assume, or alternatively which additional executory contracts or unexpired leases the bidder wishes to assume), contains full details of the bidder's proposal for the treatment of related cure costs; and it identifies with particularity any executory contract or unexpired leases the assumption and assignment of which is a condition to closing;

(j) it includes an acknowledgement and representation that the bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the assets to be acquired and liabilities to be assumed in making its Sale Proposal; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the assets to be acquired or liabilities to be assumed or the completeness of any information provided in connection therewith, including by the Catalyst Entities, the Financial Advisor or the Monitor, or any of their respective advisors, except as expressly stated in the purchase and sale agreement submitted by it; (iii) is a sophisticated party capable of making its own assessments in respect of making its Sale Proposal; and (iv) has had the benefit of independent legal advice in connection with its Sale Proposal;

(k) it includes evidence, in form and substance reasonably satisfactory to the Catalyst Entities, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Sale Proposal;

(l) it is accompanied by a refundable deposit (the "**Deposit**") in the form of a wire transfer (to a trust account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of PricewaterhouseCoopers Inc., Monitor, in trust, in an amount equal to (i) ten percent (10%) of the cash component of the Purchase Price of a Parcels Sale Proposal; or (ii) if it is not a Parcels Sale Proposal, five percent (5%) of the cash component of the Purchase Price; to be held and dealt with in accordance with these SISP Procedures;

(m) it (i) contains full details of the proposed number of employees of the Catalyst Entities who will become employees of the bidder and the proposed terms and conditions of employment to be offered to those employees, and (ii) identifies any pension liabilities and assets related to any employees currently covered under any registered pension or retirement income plan who will become employees of the bidder that the bidder intends to assume or purchase;

(n) if the Qualified Phase 2 Bidder is an entity newly formed for the purpose of the transaction, the bid shall contain an equity or debt commitment letter from the parent entity or sponsor, which is satisfactory to the Catalyst Entities, that names the Catalyst Entities as third party beneficiaries of any such commitment letter with recourse against such parent entity or sponsor;

(o) it includes evidence, in form and substance reasonably satisfactory to the Catalyst Entities, of compliance or anticipated compliance with any

and all applicable Canadian and U.S. regulatory approvals (including, if applicable, anti-trust regulatory approval), the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals;

(p) it includes evidence of the bidder's ability to comply with Section 11.3 of the CCAA and section 365 of the U.S. Bankruptcy Code (to the extent applicable), which includes providing adequate assurance of the bidder's ability to perform the contracts and leases proposed in its Sale Proposal to be assumed by the bidder, in a form that will permit the immediate dissemination of such evidence to the counterparties to such contracts and leases;

(q) it contains other information reasonably requested by the Catalyst Entities or the Financial Advisor, in consultation with the Monitor;

(r) it is received by no later than the Phase 2 Bid Deadline; and

(s) is determined by the Catalyst Entities, in consultation with the Financial Advisor, the Monitor and the Required Noteholders (as applicable), to be (individually or in the aggregate with other Qualified Purchase Bids) a Superior Offer.

(A)

B. <u>Qualified Investment Bids</u>

(27) An Investment Proposal submitted by a Qualified Phase 2 Bidder will be considered a "**Qualified Investment Bid**" only if the Investment Proposal complies with all of the following:

(t) it includes duly authorized and executed binding definitive documentation setting out the terms and conditions of the proposed transaction, including the aggregate amount of the proposed equity and debt investment and details regarding the proposed equity and debt structure of the Catalyst Entities following completion of the proposed transaction (a "**Definitive Investment Agreement**");

(u) it includes a letter stating that the Investment Proposal is irrevocable until the earlier of (a) approval by the Courts of a Successful Bid, and (b) 45 days following the Phase 2 Bid Deadline; <u>provided, however,</u> that if such Investment Proposal is selected as the Successful Bid or Backup Bid, it shall remain irrevocable until the earlier of (i) the closing of the Successful Bid or the Backup Bid, as the case may be, and (ii) the outside date stipulated in the Successful Bid or the Backup Bid, as applicable;

(v) it does not include any request or entitlement to any break-fee, expense reimbursement or similar type of payment. Further, by submitting an Investment Proposal, the Qualified Phase 2 Bidder shall be deemed to waive its right to pursue a substantial contribution claim under section 503 of the U.S. Bankruptcy Code or in any way related to the submissions of its Investment Proposal or these SISP Procedures;

(w) it includes written evidence of a firm, irrevocable commitment for all required funding and/or financing from a creditworthy bank or financial institution to consummate the proposed transaction, or other evidence satisfactory to the Catalyst Entities, in consultation with the Financial Advisor and Monitor, to allow the Catalyst Entities to make a reasonable determination as to the bidder's financial and other capabilities to consummate the transaction contemplated by the Investment Proposal;

(x) it is not conditioned on (i) the outcome of unperformed due diligence by the bidder and/or (ii) obtaining any financing capital and includes an acknowledgement and representation that the bidder has had an opportunity to conduct any and all required due diligence prior to making its bid;

(y) it fully discloses the identity of each entity that is bidding or otherwise that will be sponsoring or participating in the Investment Proposal, including the identification of the bidder's direct and indirect owners and their principals, and the complete terms of any such participation;

(z) it includes an acknowledgement and representation that the bidder: (i) has relied solely upon its own independent review, investigation and/or inspection of any documents in making its Investment Proposal; (ii) did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express or implied (by operation of law or otherwise), regarding the business of the Catalyst Entities, the Financial Advisor or the Monitor, or any of their respective advisors, or the completeness of any information provided in connection therewith except as expressly stated in the Definitive Investment Agreement; (iii) is a sophisticated party capable of making its own assessments in respect of making its Investment Proposal; and (iv) has had the benefit of independent legal advice in connection with its Investment Proposal;

(aa) it includes evidence, in form and substance reasonably satisfactory to the Catalyst Entities, of authorization and approval from the bidder's board of directors (or comparable governing body) with respect to the submission, execution, delivery and closing of the transaction contemplated by the Investment Proposal;

(bb) it is accompanied by a Deposit in the form of a wire transfer (to a trust account specified by the Monitor), or such other form acceptable to the Monitor, payable to the order of PricewaterhouseCoopers Inc., Monitor, in trust, in an amount equal to five percent (5%) of the total investment to be held and dealt with in accordance with these SISP Procedures;

(cc) if the Qualified Phase 2 Bidder is an entity newly formed for the purpose of the transaction, the Investment Proposal shall contain an equity or debt commitment letter from the parent entity or sponsor, and satisfactory to the Catalyst Entities, that names the Catalyst Entities as third party beneficiaries of any such commitment letter with recourse against such parent entity or sponsor;

(dd) it includes evidence, in form and substance reasonably satisfactory to the Catalyst Entities, of compliance or anticipated compliance with any and all applicable Canadian and U.S. regulatory approvals (including, if applicable, anti-trust regulatory approval), the anticipated time frame for such compliance and any anticipated impediments for obtaining such approvals;

(ee) it contains other information reasonably requested by the Catalyst Entities or the Financial Advisor, in consultation with the Monitor;

(ff) it is received by no later than the Phase 2 Bid Deadline; and

(gg) is determined by the Catalyst Entities, in consultation with the Financial Advisor, the Monitor and the Required Noteholders (as applicable), to be a Superior Offer.

(28) Qualified Purchase Bids and Qualified Investment Bids shall hereinafter be referred to as "**Qualified Bids**" and each a "**Qualified Bid**" and each bidder who has submitted a Qualified Bid shall hereinafter be referred to as a "**Qualified Bidder**". The Stalking Horse Bid shall be deemed to be a Qualified Bid and the Stalking Horse Bidder shall be deemed to be a Qualified Bidder for all purposes of these SISP Procedures including for the purposes of the Auction. A Parcels Sale Proposal may be considered a Qualified Bid if, in Catalyst's opinion (in consultation with the Financial Advisors and the Monitor), it may generate more value for the subject Parcel even if there are no Qualified Bids in respect of any of the other Parcels.

(29) Notwithstanding sections (26) and (27) hereof, the Catalyst Entities, in consultation with the Financial Advisor and the Monitor, may waive compliance with any one or more of the Qualified Bid requirements specified herein, and deem such non-compliant bids to be Qualified Purchase Bids or Qualified Investment Bids, as the case may be; provided, however, that any non-compliance with the requirements set out in sections (26)(b), (26)(e), (26)(f) and (26)(r) hereof, can only be waived by the Catalyst Entities without the consent of the Required Noteholders if such non-compliance is cured within two (2) Business Days after the Phase 2 Bid Deadline.

Stalking Horse Bid

(30) No deposit is required in connection with the Stalking Horse Bid.

(31) The purchase price for the Catalyst Property and Catalyst Business under the Stalking Horse Bid includes: (i) a non-cash credit bid in the amount specified in the Stalking Horse Bid resulting in that portion of the Senior Secured Note Claims Amount being satisfied in exchange for the acquisition of such property and business on behalf of the Holders; and (ii) consideration in an amount sufficient to (a) pay in full in cash on closing, or through the assumption of liabilities, any claims ranking senior in priority to the Senior Secured Notes that are or would be payable in the CCAA proceedings or Chapter 15 proceedings with respect to the Catalyst Entities or Catalyst Property subject to the Stalking Horse Bid, including the DIP Claims Amount and other claims secured by the court ordered charges granted in the Amended and Restated Initial Order or any other order of the Canadian Court in the CCAA proceedings; (b) purchase any assets of the Catalyst Entities to be acquired under the Stalking Horse Bid that are Senior Secured Notes Excluded Assets; and (c) pay any amounts payable which are determined to have been incurred by the Catalyst Entities entirely (x) after the date of the Amended and Restated Initial Order and before the closing of a transaction hereunder; and (y) in compliance with the Amended and Restated Initial Order and other Orders made by the Canadian Court in the CCAA proceedings with respect to the Catalyst Entities; provided, however, that the cash component of the purchase price may be funded from cash of the Catalyst Entities available as at the time of closing of the Stalking Horse Bid that constitutes cash collateral of the Senior Secured Notes, to the extent such cash is not subject to any claims ranking senior in priority to the Senior Secured Notes that are not being satisfied in full on closing of the Stalking Horse Bid.

No Qualified Bids

(32) The Catalyst Entities, in consultation with the Financial Advisor and the Monitor, will assess the Qualified Bids received, if any, and will determine whether it is likely that the transactions contemplated by such Qualified Bids are likely to be consummated and whether proceeding with these SISP Procedures is in the best interests of the Catalyst Entities and their stakeholders. Such assessments will be made as promptly as practicable but no later than five (5) Business Days after the Phase 2 Bid Deadline.

(33) If the Catalyst Entities, in accordance with section (32) above, determines that (a) no Qualified Bid was received, (b) at least one Qualified Bid was received but it is not likely that the transactions contemplated in any such Qualified Bids will be consummated, or (c) proceeding with these SISP Procedures is not in the best interests of the Catalyst Entities or their stakeholders; the Catalyst Entities shall (i) forthwith terminate these SISP Procedures, (ii) notify each Qualified Bidder (if any) that these SISP Procedures have been terminated, and (iii) within three (3) Business Days of such termination, file an application with the Canadian Court and the U.S. Bankruptcy Court seeking approval, after notice and hearings, to implement the Stalking Horse Purchase

Agreement. If the Catalyst Entities do not timely seek such approval, the Steering Committee, on behalf of the Required Noteholders, may apply to the Canadian Court and the U.S. Bankruptcy Court for such approval.

(34) If the Catalyst Entities, in accordance with section (32) above, determine that (a) one or more Qualified Bids were received, (b) it is likely that the transactions contemplated by one or more of such Qualified Bids will be consummated, and (c) proceeding with these SISP Procedures is in the best interests of the Catalyst Entities and their stakeholders, these SISP Procedures will not be terminated, the Auction will be held, and the Financial Advisor will promptly notify all Qualified Bidders that they are entitled to participate in the Auction.

Auction

(35) If, in accordance with section (34) above, the Auction is to be held, the Catalyst Entities will conduct an auction (the "**Auction**"), at 9:30 a.m. (Vancouver time) on ●, 2012 (being three (3) Business Days after the Phase 2 Bid Deadline) at the offices of PricewaterhouseCoopers Inc., 250 Howe Street, Suite 700, Vancouver, British Columbia V6C 3S7, or such other location as shall be timely communicated to all entities entitled to attend at the Auction, which Auction may be adjourned by the Catalyst Entities, after consultation with the Financial Advisor and the Monitor and with the consent of the Required Noteholders. The Auction shall run in accordance with the following procedures:

(hh) at least three (3) Business Days prior to the Auction, each Qualified Bidder must inform the Financial Advisor whether it intends to participate in the Auction (the parties who so inform the Catalyst Entities, the "**Auction Bidders**");

(ii) at least two (2) Business Days prior to the Auction, the Financial Advisor will provide copies of the Qualified Bid(s) which the Catalyst Entities (after consultation with the Financial Advisor and Monitor), believe is (individually or in the aggregate) the highest or otherwise best Qualified Bid(s) (the "**Starting Bid**") to all Auction Bidders;

(jj) only representatives of the Auction Bidders, the Catalyst Entities, the Financial Advisor, the Monitor, the Trustee, the Collateral Trustee, the Steering Group, the Initial Supporting Noteholders, and such other persons as permitted by the Catalyst Entities (and the advisors to each of the foregoing entities) are entitled to attend the Auction in person;

(kk) at the commencement of the Auction each Auction Bidder shall be required to confirm that it has not engaged in any collusion with any other Auction Bidder with respect to the bidding or any sale or investment;

(ll) only the Auction Bidders will be entitled to make any subsequent bids at the Auction; provided, however, that in the event that any Qualified Bidder elects not to attend and/or participate in the Auction, such Auction Bidder's Qualified Bid, as applicable, shall nevertheless remain fully enforceable against such Auction Bidder if it is selected as the Successful Bid or the Backup Bid at the conclusion of the Auction;

(mm) all Subsequent Bids presented during the Auction shall be made and received in one room on an open basis. All Auction Bidders will be entitled to be present for all Subsequent Bids at the Auction with the understanding that the true identity of each Auction Bidder at the Auction will be fully disclosed to all other Auction Bidders at the Auction and that all material terms of each Subsequent Bid will be fully disclosed to all other Auction Bidders throughout the entire Auction;

(nn) all Auction Bidders must have at least one individual representative with authority to bind such Auction Bidder present in person at the Auction;

(oo) the Catalyst Entities, after consultation with the Financial Advisor and the Monitor and, if the Stalking Horse Bidder is not participating in the Auction, the Required Noteholders, may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances (e.g., the amount of time allotted to make Subsequent Bids, requirements to bid in each round, and the ability of multiple Auction Bidders to combine to present a single bid) for conducting the Auction, provided that such rules are (i) not inconsistent with these SISP Procedures, general practice in CCAA proceedings, the U.S. Bankruptcy Code, or any order of the Courts made in the CCAA proceedings or Chapter 15 proceedings with respect to the Catalyst Entities, and (ii) disclosed to each Auction Bidder at the Auction;

(pp) bidding at the Auction will begin with the Starting Bid and continue, in one or more rounds of bidding, so long as during each round at least one subsequent bid is submitted by an Auction Bidder (a "**Subsequent Bid**") that the Catalyst Entities determine, after consultation with the Financial Advisor and the Monitor, is (A) for the first round, a higher or otherwise better offer than the Starting Bid, and (B) for subsequent rounds, a higher or otherwise better offer than the Leading Bid; in each case by at least the Minimum Incremental Overbid. Each bid at the Auction shall provide net value to the Catalyst Entities' estate of at least U.S. $● million (the "**Minimum Incremental Overbid**") over the Starting Bid or the Leading Bid, as the case may be; provided, however, that the Catalyst Entities, after consultation with the Financial Advisor and the Monitor, shall retain the right to modify the increment requirements at the Auction, and provided, further that the Catalyst Entities, in determining the net value of any incremental bid to the

Catalyst Entities' estate shall not be limited to evaluating the incremental dollar value of such bid and may consider other factors as identified in the "Selection Criteria" section of these SISP Procedures. All cash increments shall be allocated between the Canadian Catalyst Assets and U.S. Catalyst Assets in the same proportion as was allocated in the Starting Bid. After the first round of bidding and between each subsequent round of bidding, the Catalyst Entities shall, after consultation with the Financial Advisor and the Monitor, announce the bid (including the value and material terms thereof) that it believes to be the highest or otherwise best offer (the "**Leading Bid**"). A round of bidding will conclude after each Auction Bidder has had the opportunity to submit a Subsequent Bid with full knowledge of the Leading Bid;

(qq) to the extent not previously provided (which shall be determined by the Catalyst Entities, in consultation with the Financial Advisor and the Monitor), an Auction Bidder submitting a Subsequent Bid must submit, as part of its Subsequent Bid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Catalyst Entities, in consultation with the Financial Advisor and the Monitor), demonstrating such Auction Bidder's ability to close the transaction proposed by the Subsequent Bid. For greater certainty, if the Stalking Horse Bidder submits a Subsequent Bid, this paragraph shall only apply to the Stalking Horse Bidder if the cash portion of the Purchase Price in such Subsequent Bid is in excess of the cash portion of the Purchase Price in the Stalking Horse Bid;

(rr) the Catalyst Entities reserve the right, in their reasonable business judgment after consultation with the Financial Advisor and the Monitor, to make one or more adjournments in the Auction of no more than 24 hours each, to among other things (i) facilitate discussions between the Catalyst Entities and the Auction Bidders; (ii) allow the individual Auction Bidders to consider how they wish to proceed; (iii) consider and determine the current highest and best offer at any given time in the Auction; and (iv) give Auction Bidders the opportunity to provide the Catalyst Entities with such additional evidence as the Catalyst Entities, in their reasonable business judgment, may require that the Auction Bidder (including, as may be applicable, the Stalking Horse Bidder) has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed transaction at the prevailing overbid amount;

(ss) the Stalking Horse Bidder shall be permitted, in its sole discretion, to submit Subsequent Bids, provided, however, that such Subsequent Bids are made in accordance with these SISP Procedures. No other creditor is entitled to credit bid, in whole or in part;

(tt) if, in any round of bidding, no new Subsequent Bid is made, the Auction shall be closed;

(uu) the Auction shall be closed within 5 Business Days of the start of the Auction unless extended by the Catalyst Entities with the consent of the Required Noteholders; and

(vv) no bids (from Qualified Bidders or otherwise) shall be considered after the conclusion of the Auction.

(A)

Selection Criteria

(36) In selecting the Starting Bid, each Leading Bid, the Successful Bid and the Backup Bid, the Catalyst Entities, in consultation with the Financial Advisor and the Monitor, will review each Qualified Bid, it being understood that as between a Superior Cash Offer and a Superior Alternative Offer, the Superior Cash Offer shall be deemed to be the highest and best offer, unless otherwise agreed to by the Catalyst Entities and the Financial Advisor, after consultation with the Monitor; provided however that in determining the highest and best offer among Qualified Bids, a single Qualified Bid for all or substantially all of the Catalyst Property generally will be viewed as preferable to a combination of Qualified Bids consisting of multiple Parcels Sale Proposals notwithstanding the total consideration provided therein.

(37) Evaluation criteria with respect to a Sale Proposal may include, but are not limited to items such as: (a) the purchase price and the net value (including assumed liabilities and other obligations to be performed or assumed by the bidder) provided by such bid; (b) the claims likely to be created by such bid in relation to other bids; (c) the counterparties to the transaction; (d) the proposed revisions to the Stalking Horse Purchase Agreement and the terms of the transaction documents; (e) other factors affecting the speed, certainty and value of the transaction (including any regulatory approvals required to close the transaction); (f) the assets included or excluded from the bid and the transaction costs and risks associated with closing multiple transactions versus a single transaction for all or substantially all of the Catalyst Property; (g) the estimated number of employees of the Catalyst Entities that will be offered post closing employment by the bidder and any proposed measures associated with their continued employment; (h) the treatment of pension liabilities and assets related to any registered pension or retirement income plan of the Catalyst Entities; (i) the transition services required from the Catalyst Entities post-closing and any related restructuring costs; and (j) the likelihood and timing of consummating the transaction.

(38) Evaluation criteria with respect to an Investment Proposal may include, but are not limited to items such as: (a) the amount of equity and debt investment and the proposed sources and uses of such capital; (b) the debt to equity structure post-closing; (c) the counterparties to the transaction; (d) the terms of the transaction documents; (e) other factors affecting the speed, certainty and value of the transaction; (f) planned

treatment of stakeholders; and (g) the likelihood and timing of consummating the transaction.

(39) Upon the conclusion of the bidding the Auction shall be closed, and the Catalyst Entities, after consultation with the Financial Advisor and Monitor, will identify the highest or otherwise best Qualified Bid(s) received (such offer(s), the "**Successful Bid(s)**") and the next highest or otherwise best Qualified Bid(s) received (such offer(s), the "**Backup Bid(s)**"). The Qualified Bidders(s) who made the Successful Bid(s) is/are the "**Successful Bidder(s)**" and the Qualified Bidder(s) who made the Backup Bid(s) is/are the "**Backup Bidder(s)**"). The Catalyst Entities will notify the Qualified Bidders of the identities of the Successful Bidder(s) and the Backup Bidder(s). If the Stalking Horse Bidder's final Qualified Bid is deemed to be the highest and best at the conclusion of the Auction or the next highest and best offer at the conclusion of the Auction, the Stalking Horse Bidder's final Qualified Bid will be the Successful Bid or the Backup Bid, as the case may be.

(40) The Catalyst Entities shall finalize one or more definitive agreement(s), as necessary, in respect of the Successful Bid and the Backup Bid, if any, conditional upon approval by the Canadian Court and the U.S. Bankruptcy Court.

(41) The Backup Bid(s) shall remain open until the consummation of the transaction contemplated by the Successful Bid(s) (the "**Backup Bid Expiration Date**").

(42) All Qualified Bids (other than the Successful Bid(s) and the Backup Bid(s)) shall be deemed rejected by the Catalyst Entities on and as of the later of the date of approval of the Successful Bid and Backup Bid by the Canadian Court and the U.S. Bankruptcy Court.

Approval Hearings

(43) Within three (3) Business Days of the conclusion of the Auction, the Catalyst Entities shall seek a hearing to be held on a date to be scheduled by the Canadian Court (the "**Canadian Approval Hearing**") to authorize the Catalyst Entities to enter into one or more agreements with respect to the Successful Bid(s), and in the event that the Successful Bid(s) does/do not close for any reason, to enter into one or more agreements with respect to the Backup Bid(s). The Canadian Approval Hearing may be adjourned or rescheduled by the Catalyst Entities, after consultation with the Monitor and the Initial Supporting Noteholders and with the consent of the Steering Committee, without further notice, by an announcement of the adjourned date at the Canadian Approval Hearing.

(44) As soon as reasonably practicable after entry of the SISP Approval Order by the Canadian Court and in any event no later than five (5) Business Days thereafter, the Catalyst Entities shall (a) seek a hearing to be held on a date scheduled by the U.S. Bankruptcy Court granting approval in the Chapter 15 proceeding of the SISP and the SISP Procedures and (b) seek a hearing to be held on a date scheduled by the U.S. Bankruptcy Court (the "**U.S. Approval Hearing**") as soon as reasonably practicable after

the conclusion of the Auction for authorization at the U.S. Approval Hearing to: (a) enter into an agreement with respect to the Stalking Horse Bid, or (b) enter into one or more agreements with respect to the Successful Bid(s), and in the event that the Successful Bid(s) does/do not close for any reason, to enter into one or more agreements with respect to the Backup Bid(s). The U.S. Approval Hearing may be adjourned or rescheduled by the Catalyst Entities, after consultation with the Monitor and the Initial Supporting Noteholders and with the consent of the Steering Committee, without further notice, by an announcement of the adjourned date at the U.S. Approval Hearing. If practicable, the Catalyst Entities shall seek to have the Canadian Approval Hearing and the U.S. Approval Hearing conducted simultaneously on the same date by videoconference between the Courts in a manner such that both the Canadian Court and the U.S. Court shall be able to simultaneously hear and view the proceedings in the other court and otherwise in accordance with such guidelines as may be necessary to conduct such hearing.

(45) If following approval of the Successful Bid(s) transaction(s) by the Canadian Court and U.S. Bankruptcy Court, any Successful Bidder fails to consummate the transaction for any reason, then the applicable Backup Bid, if there is one, will be deemed to be a Successful Bid hereunder and the Catalyst Entities shall effectuate a transaction with the Backup Bidder subject to the terms of the Backup Bid, without further order of the Canadian Court or the U.S. Bankruptcy Court.

Deposits

(46) All Deposits shall be retained by the Monitor and invested in an interest bearing trust account in a Schedule I Bank in Canada. If there is a Successful Bid, the Deposit (plus accrued interest) paid by the Successful Bidder whose bid is approved pursuant to the Approval Hearings shall be released by the Monitor to the Catalyst Entities and applied to the purchase price to be paid or investment amount to be made by the Successful Bidder upon closing of the Successful Bid. The Deposit (plus accrued interest) paid by the Backup Bidder shall be retained by the Monitor until the Backup Bid Expiration Date or, if the Backup Bid becomes the Successful Bid, shall be released by the Monitor to the Catalyst Entities and applied to the purchase price to be paid or investment amount to be made by the Backup Bidder upon closing of the Backup Bid. The Deposits (plus applicable interest) of all Phase 2 Bidders not selected as the Successful Bidder or Backup Bidder shall be returned to such bidders within five (5) Business Days of the later of the date upon which the Successful Bid and any Backup Bid is approved by the Canadian Court and the U.S. Bankruptcy Court. If the Auction does not take place or these SISP Procedures are terminated in accordance with the provisions hereof, all Deposits shall be returned to the bidders within five (5) Business Days of the date upon which it is determined that the Auction will not take place or these SISP Procedures are terminated, as applicable.

(47) If an entity selected as the Successful Bidder or Backup Bidder breaches its obligations to close subsequent to the Auction, it shall forfeit its Deposit to the Catalyst

Entities; provided, however, that the forfeit of such Deposit shall be in addition to, and not in lieu of, any other rights in law or equity that the Catalyst Entities has against such breaching entity.

Approvals

(48) For greater certainty, the approvals required pursuant to the terms hereof are in addition to, and not in substitution for, any other approvals required by the CCAA, the U.S. Bankruptcy Code or any other statute or are otherwise required at law in order to implement a Successful Bid or Backup Bid, as the case may be.

Notice Parties

(49) As used herein, the "**Notice Parties**" are, collectively (a) the Catalyst Entities, (b) the Financial Advisor, (c) the Monitor, (d) the Steering Committee, (e) the Initial Supporting Noteholders, and (f) the Trustee. The addresses to be used for delivering documents to the Notice Parties are set out in Schedule "C" hereto. Any notice to the Required Noteholders or the Majority Initial Supporting Noteholders shall be given by providing notice to the same parties that are required to be notified for purposes of providing notice to the Initial Supporting Noteholders. A bid shall be delivered to all Notice Parties at the same time by electronic mail, personal delivery or courier. Interested bidders requesting information about the qualification process, including a form of asset purchase agreement, and information in connection with their due diligence, should contact _____, Perella Weinberg Partners, **[address], [contact phone number and email address]**.

Reservation of Rights

(50) The Catalyst Entities, after consultation with their advisors: (a) may reject, at any time any bid (other than the Stalking Horse Bid) that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the CCAA, U.S. Bankruptcy Code, these SISP Procedures or any orders of the Court applicable to one or more the Catalyst Entities, or (iii) contrary to the best interests of the Catalyst Entities, their estates, and stakeholders as determined by the Catalyst Entities; (b) in accordance with the terms hereof, including section (53), may impose additional terms and conditions and otherwise seek to modify the SISP Procedures at any time in order to maximize the results obtained; (c) in accordance with the terms hereof, may accept bids not in conformity with these SISP Procedures to the extent that the Catalyst Entities determine, in their reasonable business judgment, that doing so would benefit the Catalyst Entities, their estates, and stakeholders; and (d) with the prior consent of the Majority Initial Supporting Noteholders, extend the Potential Bidder Deadline, Phase 1 Bid Deadline, Phase 2 Bid Deadline and the date of the Auction, provided that the Phase 2 Bid Deadline shall not be

extended beyond •, 2012 (being 24 days after the scheduled Phase 2 Bid Deadline, for a total of 45 days after the Phase 1 Bid Deadline); provided, however, that if the Stalking Horse Bidder submits the only Qualified Bid, the terms provided in clause (a) shall not be operative.

(51) At or before the Approval Hearings, the Catalyst Entities may impose such other terms and conditions as the Catalyst Entities may determine to be in the best interests of their estates and their stakeholders that are not inconsistent with any of the procedures in these SISP Procedures.

(52) These SISP Procedures do not, and shall not be interpreted to, create any contractual or other legal relationship between any Catalyst Entity and any Known Potential Bidder, Potential Bidder, Qualified Potential Bidder, Qualified Phase 1 Bidder, Qualified Phase 2 Bidder, Qualified Bidder, Auction Bidder, Successful Bidder or Backup Bidder, other than as specifically set forth in definitive agreements that may be executed by the Catalyst Entities.

No Amendment

(53) There shall be no amendments to this SISP, including, for greater certainty the process and procedures set out herein, without the prior written consent of the Monitor and the Majority Initial Supporting Noteholders unless otherwise ordered by the Canadian Court and the U.S. Bankruptcy Court upon application and appropriate notice.

Further Orders

(54) At any time during these SISP Procedures, the Catalyst Entities may, following consultation with the Monitor, apply to the Canadian Court for advice and directions with respect to the discharge of its powers and duties hereunder.

Schedule "A"

LIST OF ADDITIONAL PETITIONERS

Catalyst Pulp Operations Limited
Catalyst Pulp Sales Inc.
Pacifica Poplars Ltd.
Catalyst Pulp and Paper Sales Inc.
Elk Falls Pulp and Paper Limited
Catalyst Paper Energy Holdings Inc.
0606890 B.C. Ltd.
Catalyst Paper Recycling Inc.
Catalyst Paper (Snowflake) Inc.
Catalyst Paper Holdings Inc.
Pacifica Papers U.S. Inc.
Pacifica Poplars Inc.
Pacifica Papers Sales Inc.
Catalyst Paper (USA) Inc.
The Apache Railway Company

Schedule "B"

SENIOR SECURED NOTES EXCLUDED ASSETS

Schedule "C"

ADDRESSES FOR NOTICE PARTIES

(a) To the Catalyst Entities at:

Catalyst Paper Corporation
2nd Floor, 3600 Lysander Lane
Richmond, BC V7B IC3

Attention: David Adderley, General Counsel
Email: david.adderley@catalystpaper.com

Blake, Cassels & Graydon LLP
595 Burrard Street
P.O. Box 49314
Suite 2600, Three Bentall Centre
Vancouver BC V7X 1L3

Attention: Bill Kaplan, Q.C. & Peter Rubin
Email: bill.kaplan@blakes.com
peter.rubin@blakes.com

Skadden, Arps, Slate, Meagher & Flom LLP
222 Bay Street, Suite 1750
P.O. Box 258
Toronto, Ontario M5K IJ5

Attention: Christopher W. Morgan, Esq.
Email: Christopher.morgan@skadden.com

Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue
Suite 3400
Los Angeles, CA 90071

Attention: Van C. Durrer II, Esq.
Email: van.durrer@skadden.com

(b) To the Financial Advisor at:

Perella Weinberg Partners
[Address]

Attention:
Email:

(c) To the Monitor at:

PricewaterhouseCoopers Inc.
250 Howe Street, Suite 700
Vancouver, British Columbia V6C 3S7

Attention: Michael J. Vermette, Neil Bunker
Email: michael.j.vermette@ca.pwc.com, neil.p.bunker@ca.pwc.com

Fasken Martineau Dumoulin LLP
2900-550 Burrard Street
Vancouver, BC V6C 0A3

Attention: John Grieve and Kibben Jackson
Email:jgrieve@fasken.com; kjackson@fasken.com

(d) To the Steering Committee at:

Fraser Milner Casgrain LLP
77 King Street West
Royal Trust Tower
Toronto, ON M5 K0A1

Attention: Ryan C. Jacobs and John R. Sandrelli
Email: ryan.jacobs@fmc-law.com and john.sandrelli@fmc-law.com

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036

Attention: Michael S. Stamer and Stephen B. Kuhn
Email:mstamer@akingump.com and skuhn@akingump.com

(e) To the Initial Supporting Noteholders at:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, ON M5H 2S7

Attention: Robert Chadwick and Melaney Wagner
Email: rchadwick@goodmans.ca and mwagner@goodmans.ca

Fraser Milner Casgrain LLP
77 King Street West
Royal Trust Tower

Toronto, ON M5 K0A1

Attention: Ryan C. Jacobs and John R. Sandrelli
Email: ryan.jacobs@fmc-law.com and john.sandrelli@fmc-law.com

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036

Attention: Michael S. Stamer and Stephen B. Kuhn
Email:mstamer@akingump.com and skuhn@akingump.com

(f) To the Trustee at:

Wilmington Trust, National Association
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-2301

Kelley Drye & Warren LLP
101 Park Avenue
New York, NY 10178

Attention: Benjamin D. Feder and Pamela Bruzzese-Szczygiel
Email: bfeder@kelleydrye.com and pbruzzese-szczygiel@kelleydrye.com

Exhibit B

Monitor's Ninth Report to Court

No. S-120712
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*
R.S.C., 1985, c. C-44 AS AMENDED

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*
S.B.C., 2002, CHAPTER 57

AND

IN THE MATTER OF CATALYST PAPER CORPORATION AND THE PETITIONERS INCLUDED IN APPENDIX "A"

MONITOR'S NINTH REPORT TO COURT
[WITHOUT SUPPORTING SCHEDULES TO APPENDIX B]

April 10, 2012

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CATALYST PAPER CORPORATION, ET AL
MONITOR'S NINTH REPORT TO COURT

April 10, 2012

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APPENDICES

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CATALYST PAPER CORPORATION, ET AL
MONITOR'S NINTH REPORT TO COURT

April 10, 2012

1. INTRODUCTION

1.1 On January 31, 2012, on the application of Catalyst Paper Corporation and the entities included in Appendix A (collectively referred to as "**Catalyst**" or the "**Company**"), the Supreme Court of British Columbia (the "**Court**") made an order (the "**Initial Order**") granting Catalyst protection from its creditors pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**"). Under the Initial Order, PricewaterhouseCoopers Inc. was appointed Monitor of the Company (the "**Monitor**").

1.2 Currently, there is a stay of proceedings under the CCAA that continues until April 30, 2012.

1.3 This is the Monitor's Ninth Report to Court. The purpose of this report is to advise the Court of the following matters:

1.3.1 The results of the Monitor's counsel's review of the security held by the 2016 Noteholders (the "**2016 Notes Security**"); and

1.3.2 The Monitor's estimated value of the assets that are not encumbered by the 2016 Notes Security (the "**Senior Secured Notes Excluded Assets**" – note that this is the same definition as is used in the Sale and Investor Solicitation Process document that has been approved by the Court).

1.4 Unless otherwise stated, all monetary amounts noted herein are expressed in Canadian dollars. Capitalized terms not otherwise defined herein are as defined in the Company's application materials in the CCAA proceedings.

2. BACKGROUND

2.1 The facts surrounding the Company's application for the Initial Order were set out in the Petition filed by Catalyst on January 31, 2012, a copy of which can be found on the Monitor's website at:

www.pwc.com/car-catalystpaper

2.2 All prescribed materials filed by Catalyst and the Monitor relating to this CCAA proceeding are available to creditors and other interested parties in electronic format

on the Monitor's website. The Monitor will continue to post regular updates to the website and will add prescribed and other materials as required.

2.3 The Company has also made applications to the United States Bankruptcy Court for the District of Delaware (the "**US Court**") for provisional relief pursuant to Chapter 15 of the US Bankruptcy Code. On March 5, 2012, the US Court made a final order granting recognition of these proceedings as a foreign main proceeding pursuant to Chapter 15 of the US Bankruptcy Code. The Monitor's website also contains materials relating to the proceedings in the US Court.

3. REVIEW OF THE 2016 SECURITY

3.1 Fasken Martineau DuMoulin ("**Fasken Martineau**"), as Canadian counsel to the Monitor, has reviewed the 2016 Notes Security, including the security agreements and mortgages executed by the Company and certain of its related entities in favour of Computershare Trust Company of Canada as collateral trustee (the "**Collateral Trustee**") on behalf of itself, Wilmington Trust FSB, as trustee under note indentures dated as of March 10, 2010 and May 19, 2010, and the Secured Debtholders, including the Noteholders (as those terms are defined in the 2016 Notes Security).

3.2 Fasken Martineau has provided its opinion to the Monitor in which it confirms that, subject to customary assumptions and provisos, the 2016 Notes Security is valid and enforceable against a trustee in accordance with its terms in all jurisdictions in Canada where secured assets are located, and constitutes a charge on those assets granted for valuable consideration.

3.3 Fasken Martineau has engaged Perkins Coie to opine on the validity and enforceability of the 2016 Notes Security in the United States, but has not yet received that opinion. The Monitor will advise further when that opinion is received.

4. ASSETS NOT ENCUMBERED BY THE 2016 NOTES SECURITY

4.1 By its terms, the 2016 Notes Security specifically excludes certain assets of the Company (as defined above in 1.3.2, the "**Senior Secured Notes Excluded Assets**"). The description of the Senior Secured Notes Excluded Assets is set forth in the definition of "Excluded Assets" in the March 10, 2010 Indenture issued by Catalyst Paper Corporation in favour of the Collateral Trustee, a copy of which is attached as

Exhibit "B" to Affidavit #3 of Brian Baarda sworn January 31, 2012 (see pp. 0291 and 0292).

4.2 While it would be impossible to provide an exhaustive description or list of what comprises the Senior Secured Notes Excluded Assets, the Monitor, with the assistance of the Company, has endeavoured to identify the significant or otherwise noteworthy Senior Secured Notes Excluded Assets.

4.3 Based on the Monitor's review of the 2016 Notes Security and the assets of the Company, the principal Senior Secured Notes Excluded Assets consist of the following:

4.3.1 The Powell River Lands - More precisely, a mortgage held by 0606890 B.C. Ltd. ("060") over five parcels of lands located in the Powell River area owned by PRSC Limited Partnership;

4.3.2 The Surrey Distribution Centre and Barges – A distribution centre located in Surrey, B.C. leased by the Company from Wesik Enterprises Ltd. and five barges, three of which are provided to the Company by Sylvan Marine Services Ltd. and two of which are financed by HSBC Bank Canada. The Company distributes virtually all of its finished product through the Surrey Distribution Centre.

4.3.3 Certain Fibre Supply Agreements – Three supply agreements, one with each of Tolko Industries Ltd., International Forest Products Ltd. and Western Forest Products Ltd., pursuant to which those parties are obligated to supply certain minimum volumes of residual wood chips and other products to the Company;

4.3.4 The Port Alberni Water Lot Leases – Two leases of water lots by the Company's Port Alberni pulp mill;

4.3.5 Mobile Equipment – Certain Serial Numbered Goods (as defined in the B.C. *Personal Property Security Act*);

4.3.6 The Poplar Farms – 23 properties, two located in B.C. and 21 located in Washington State, that were historically used by the Company as poplar plantations;

4.3.7 The Powell River Energy Interest – Consisting of: (i) the Company's 50.001% interest in Powell River Energy Inc. ("PREI"), which owns the Powell Lake and Lois Lake hydro generating stations located near Powell River, B.C.; (ii) the Company's 49.95% interest in Powell River Energy Limited Partnership, which sells the power produced by PREI to Catalyst; and (iii) certain promissory notes issued by PREI in favour of Catalyst; and

4.3.8 The Elk Falls Lands – PID 001-233-432 – The parcel of lands at Elk Falls on which the Elk Falls pulp mill is located.

4.4 There may be additional assets of the Company that comprise the Senior Secured Notes Excluded Assets, such as the Company's rights under various contracts. However, the Monitor believes that any such assets are likely of insignificant value or the asset is so inexorably connected with and to the Company's business and other assets that it is incapable of being independently monetized.

4.5 The Monitor wishes to note that while the Senior Secured Notes Excluded Assets are not encumbered by the 2016 Notes Security, all but the Powell River Energy Interest are subject to a number of Court-ordered charges, including the Administration Charge, the DIP Lender's Charge, the Critical Suppliers' Charge and the D&O Charge. Whether any of the beneficiaries of the aforementioned charges will need to realize on the Senior Secured Notes Excluded Assets in order to recover any amounts owing to them, or whether they must first look to other assets for that purpose, is beyond the scope of this Report.

5. ESTIMATED VALUE OF THE SENIOR SECURED NOTES EXCLUDED ASSETS

5.1 The Monitor has performed extensive analysis to determine the values of the Senior Secured Notes Excluded Assets. A summary of the Monitor's estimated value range for each of the Senior Secured Notes Excluded Assets is attached as Appendix B to this Report. As detailed in Appendix B, the Monitor has estimated the range in value of the Senior Secured Notes Excluded Assets to be between $52 million and $69 million.

5.2 The Senior Secured Notes Excluded Assets enumerated in Appendix B have been divided into 2 categories: those assets which the Purchaser intends to acquire pursuant to the Stalking Horse Purchase Agreement (the "**SHPA**"), and those assets which will not be acquired under the SHPA. A summary is set out below:

	Estimated Value	
	Low ($millions)	**High ($millions)**
Assets to be acquired by the Purchaser	20	25
Assets not to be acquired by the Purchaser	32	44
Total Senior Secured Notes Excluded Assets	52	69

5.3 The Monitor notes that the Powell River Lands (or, more specifically, the mortgage of those lands held by 060) has been included as an asset to be acquired by the Purchaser under the SHPA. In the Monitor's view, this asset is not integral to the ongoing operations of the Powell River Mill or any other of the Company's operations and, accordingly, it is unclear why this asset has not be excluded from the SHPA. The Monitor intends to raise this issue with the 2016 Noteholders and it may be that the Purchaser Disclosure Letter will be revised to have this item listed as an Excluded Asset under the SHPA.

5.4 The Monitor wishes to point out to the Court and other interested parties that this analysis was challenging to complete and, due to the nature of the Senior Secured Notes Excluded Assets, the Monitor's valuation analysis required a significant amount of professional judgment. This challenging situation gave rise to a wide range in the estimation of values with respect to certain of the Senior Secured Notes Excluded Assets. Set out below are specific matters that the Monitor has considered and dealt with in preparing the estimated values:

5.4.1 No values were ascribed to assets that could not be readily sold, transferred or assigned in a liquidation scenario (i.e. certain of the fibre supply agreements);

5.4.2 Assets were valued at their net realizable amounts after providing for costs required to transact a sale (Note: in the case of the Elk Falls lands, we ascribed no value because the remediation costs were greater than the projected net sales proceeds);

5.4.3 Key operating agreements (i.e. leases, guarantees, contracts, etc.) have been reviewed by the Monitor and Fasken Martineau to highlight and account for any items that could potentially have a negative impact on the saleability and/or value of the agreement;

5.4.4 The asset values reflect amounts that third party industry purchasers might be prepared to pay and were not premised on the internal (cost-saving) values to Catalyst;

5.4.5 Assets that might require a significant amount of time to sell were discounted by a liquidity factor to take into account pricing aimed at inducing a timely transaction; and

5.4.6 Where appropriate, third party experts were retained to assist in estimating values (e.g. a third party appraisal was obtained for the mobile equipment).

5.5 The Monitor has performed a great deal of work in determining ranges of values for the Senior Secured Notes Excluded Assets and has prepared detailed commentary on the valuation process together with backup schedules summarizing the assumptions and calculations underlying its conclusions. This backup work references confidential competitive information that the Company and Monitor believe should not be made publicly available, particularly to the Company's competitors and suppliers, or to prospective purchasers of the assets as doing so may negatively affect the sale process in respect of the assets.

5.6 Based on the above concern, the Monitor is filing and delivering to all stakeholders this Ninth Report, which provides only its final determination as to the range of values for the Senior Secured Notes Excluded Assets, without appending the underlying backup work. Concurrently, the Monitor is seeking to file under seal a Supplement to this Ninth Report, which provides the backup work in respect of the Monitor's conclusions as to value ranges. The Monitor intends to deliver that Supplemental Report to the Company, the 2016 Noteholders and counsel for the ad hoc group of 2014 Noteholders, each of whom has agreed to keep this information confidential and each of whom has a vested interest in not disclosing any competitive information. With the consent of the Company, the Monitor will also deliver copies of all or some of the backup work to other stakeholders, provided: (i) such stakeholder executes a confidentiality agreement; and, (ii) the schedules to be delivered to that stakeholder do not contain competitive information relevant to that stakeholder or non-public information relevant to a potential purchaser of any of the assets.

CATALYST PAPER CORPORATION, ET AL
MONITOR'S NINTH REPORT TO COURT

April 10, 2012

This report is respectfully submitted this 10th day of April, 2012

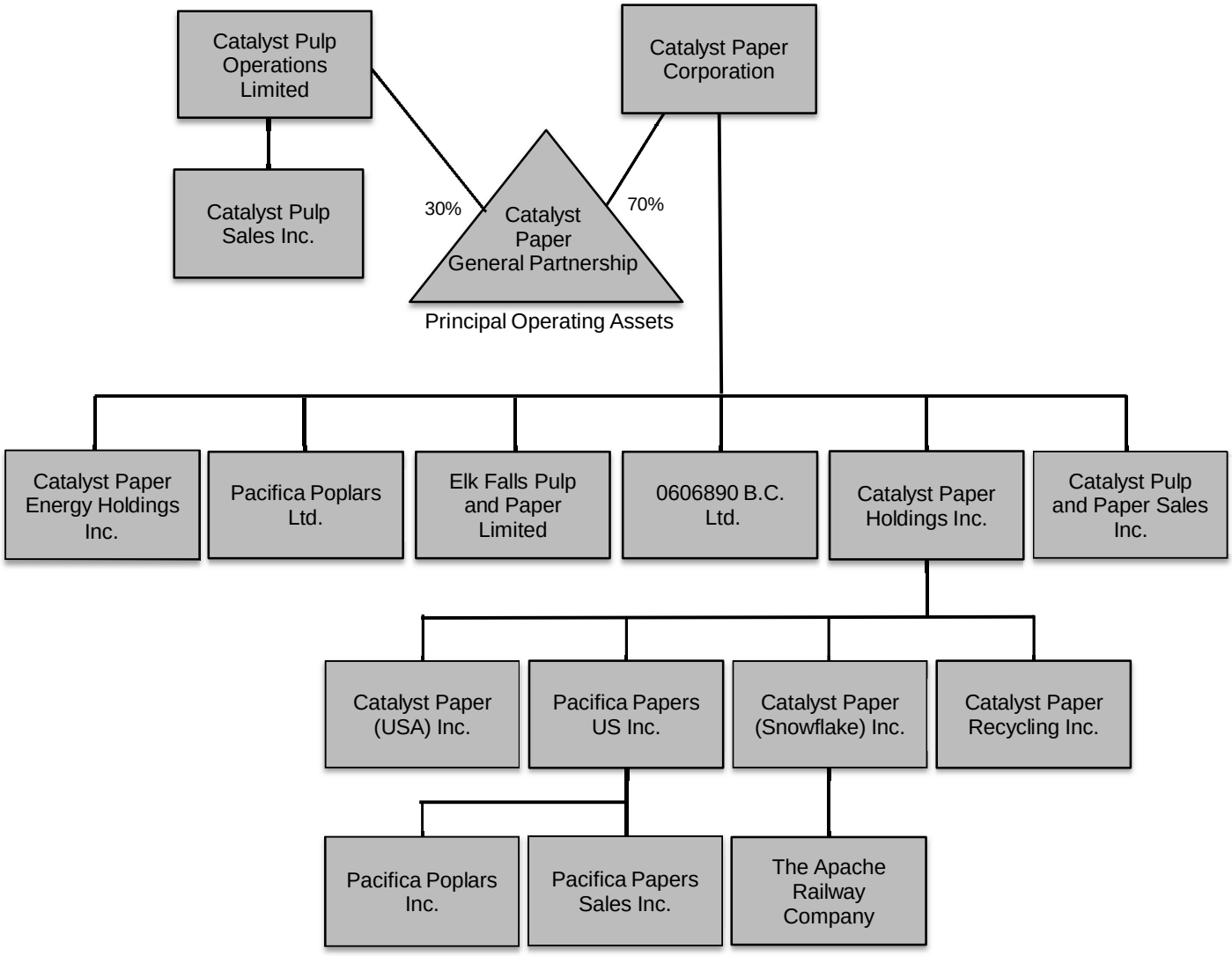
PricewaterhouseCoopers Inc.
Court Appointed Monitor of
Catalyst Paper Corporation, et al

Michael J. Vermette, CA, CIRP
Senior Vice President

Robert J. Sandy, CA, CBV, IFA

APPENDIX A

Petitioner Parties Organization Chart



Notes:

1. Unless otherwise noted, Common share ownership is 100%. Preferred share ownership is not identified in this chart.

Appendix B

Estimated Value of the Senior Secured Notes Excluded Assets

pwc

Catalyst Paper Corporation
2016 Senior Secured Notes Excluded Assets - Estimated Value
April 10, 2012

Asset Description	Low $	High $	Schedule
Assets Acquired by the Purchaser			
PRSC Limited Partnership	2,700,000	3,150,000	**1**
Surrey Distribution Centre + barges	6,000,000	8,000,000	**2**
Fibre supply agreements	8,600,000	10,700,000	**3**
Port Alberni water lot leases	-	-	**Note 1**
Mobile equipment	2,900,000	3,600,000	**4**
	20,200,000	25,450,000	
Assets Not Acquired by the Purchaser			
Poplar farms	5,900,000	6,700,000	**5**
Powell River Energy	26,000,000	37,200,000	**6**
Elk Falls lands (PID #001-233-432)	-	-	**Note 2**
	31,900,000	43,900,000	
	52,100,000	69,350,000	

Note 1: Estimated to have no value - virtually all shipments and deliveries are by truck or rail.
Note 2: Estimated to have no value due to projected remeditation costs.

pwc

Exhibit C

Application Response, filed on March 20, 2012, by Ad Hoc Unsecured 2014 Noteholders' Committee

No. S-120712
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57

AND

IN THE MATTER OF CATALYST PAPER CORPORATION AND THE PETITIONERS LISTED IN SCHEDULE "A"

PETITIONERS

APPLICATION RESPONSE

Application Response of: Ad Hoc Unsecured 2014 Noteholders' Committee (the "2014 Group").

To: The Service List

THIS IS A RESPONSE TO the Notices of Application of the Petitioners dated March 16, 2012 and March 19, 2012, to be heard on March 21, 2012 (the "Petitioners' Application").

All capitalized terms that are used but not defined herein are intended to bear their meanings as defined in the Petitioners' Application and the supporting materials filed therewith.

Part 1: ORDERS CONSENTED TO

1. None.

Part 2: ORDERS OPPOSED

1. The Meetings Order, to at least the following extent:

    a. paragraph 55 of the Meetings Order, which is proposed to allow certain 2016 Noteholders and another group that holds 2016 Notes and a small minority of the

2014 Notes (the latter group is referred to hereinafter as the "Crossover Group" and the two groups are collectively defined variously in the Petitioners' Application and supporting materials as the "Majority Initial Supporting Noteholders" and the "Initial Supporting Noteholders") to require the Petitioners to bring an application to deem the following two non-existent facts to exist, for the purpose of then asserting that the Plan will have been approved by the required majorities of unsecured creditors under the CCAA:

i. that unsecured creditors who have asserted claims but did not vote those claims have in fact voted ("Fictional Votes"); and

ii. that the Fictional Votes (which will not have been voted at all) were in fact cast in favour of the Plan ("Fictional Yes Votes"); and

b. paragraphs 4, 46(c), 54, 55, 59 and any other paragraphs of the Meetings Order and the Plan, which purport to grant the special rights of consultation and consent to the unsecured claims of the Crossover Group that are not equally granted to the Petitioners' other unsecured creditors (either the unsecured claims of the Crossover Group should not have preferential consent rights, or they should be categorized separately from the other unsecured creditors, who do not have such rights).

2. The Claims Procedure Order, to the following extent:

a. paragraph 12, to the extent that paragraph 12 exempts the 2016 Noteholders from proving the validity, enforceability, extent and priority of their claimed security.

3. The Sale and Investor Solicitation Order (hereinafter the "SISP Order"), to which the 2014 Group objects in its entirety and which the 2014 Group submits ought to be denied or alternatively adjourned, as set out below.

4. The Order regarding the Elk Falls Mill (the "Elk Falls Order"), to which the 2014 Group objects in its entirety and which the 2014 Group submits ought to be denied or alternatively adjourned, as set out below.

Part 3: ORDERS ON WHICH NO POSITION IS TAKEN

1. The Meetings Order and the Claims Procedure Order, to the extent not objected to above.

Part 4: FACTUAL BASIS

1. Despite repeated requests, the Petitioners have refused or neglected to provide to the 2014 Group certain information necessary for the unsecured creditors who do not have special access to information as part of the Crossover Group, to consider the impact of the proposed Orders, including but not limited to the impact of the proposed SISP Order, on the Unencumbered Assets (as defined below) and on their rights and position as unsecured creditors.

2. Finally, on March 16, 2012 (as evidenced in Mr. Kaplan's letter to counsel for the 2014 Group, attached as Exhibit "D" to the March 20, 2012 Affidavit of Wendy Morrison, hereinafter the "Morrison Affidavit") the Petitioners and/or the Monitor have now agreed to provide some of the requested information to the 2014 Group, but further information, including information relating to the Unencumbered Assets subject to the SISP Order, has not been provided and that information is critical to the 2014 Group and other unsecured creditors for evaluating the fairness of the proposed Sales and Investor Solicitation Process (hereinafter the "Sales Process") for which the Petitioners are seeking approval and for ensuring that the interests of unsecured creditors are protected thereunder.

3. It is apparent from the pleadings filed in this action that there are significant assets of the Petitioners that were not encumbered by the Petitioners prior to the commencement of these proceedings (collectively the "Unencumbered Assets"), including but not limited to the Excluded JV Interests (as defined in paragraph 39 of the February 3, 2012 Restated and Amended Initial Order).

4. As a result, as at the commencement of these proceedings, the Unencumbered Assets were available for the repayment of the Petitioners' unsecured claims.

5. The Orders granted in these proceedings by this Honourable Court have not on their face granted any charges over the Unencumbered Assets, thereby properly maintaining the *status quo* regarding the Unencumbered Assets, for the benefit of unsecured creditors. However, the Monitor has advised the 2014 Group (as referred to in Exhibit "C" to the Morrison Affidavit) that some or all of the Unencumbered Assets may have been encumbered since the commencement of these proceedings.

6. The extent, nature and value of the Unencumbered Assets are not apparent from the pleadings filed in this action. Part of the information being requested by the 2014 Group is a list of the Unencumbered Assets and all information regarding any encumbrances granted on the Unencumbered Assets since the commencement of these proceedings. In the context of the currently-proposed hasty Sales Process, a lack of information to the unsecured creditors certainly benefits (in an unjustified manner) the 2016 Noteholders. It is not difficult to imagine how, for example, in a credit bid process in which the Unencumbered Assets are not being separately marketed, the 2016 Noteholders (*via* an *en bloc* bid that allocates little value to the Unencumbered Assets) could appropriate most or all of the value of the Unencumbered Assets to themselves, thereby materially altering the pre-filing *status quo*. This risk is very real in a process where the Unencumbered Assets are not clearly defined, independently valued and separately marketed. In addition, without adequate information regarding the Unencumbered Assets, the unsecured creditors will have no ability to protect their interests by pursuing these concerns.

7. The Plan currently being proposed by the Petitioners does not differ materially from the plan presented to creditors in their January 14, 2012 Restructuring and Support Agreement (as evidenced in Exhibit "F" to the Morrison Affidavit, and hereinafter the "Old Plan"). The Old Plan did not receive the support of the Petitioners' unsecured

creditors. The Petitioners have filed no evidence in support of this Application tending to prove that the Plan will not similarly be rejected by their unsecured creditors.

8. For this Honourable Court to deem that the Fictional Votes and the Fictional Yes Votes exist (when they do not) would:

   a. be illegal and contrary to the CCAA;

   b. undermine and bring into disrepute the sanctity of the CCAA voting process, contrary to prior decisions of this Honourable Court; and

   c. create a substantial, real and unavoidable conflict of interest in the claims review process, given that, for example, there will be an incentive for the Petitioners (who will have huge potential influence as to whether certain claims can be justified and should be accepted) to allow and accept unsecured claims that can then be deemed to be Fictional Votes and Fictional Yes Votes, thereby improperly increasing the likelihood that the Plan will succeed. Even the possibility of the proposed deeming process creates such an unavoidable conflict for the Petitioners in the claims review process.

Allowing the deeming of non-existent facts in this manner, to effectively "stack the vote", would be especially egregious in light of the lack of any evidence indicating that the Plan will receive the support of unsecured creditors (support that the substantially identical Old Plan did not receive).

9. The Sales Process as currently proposed by the Petitioners lacks safeguards that are required to ensure its integrity, including:

   a. the Sales Process is not proposed to be conducted by an independent party like the Court-appointed Monitor and, in addition, the 2016 Noteholders are proposed to be granted extraordinary oversight, consultation and authority with respect to the Sales Process (far greater than they would enjoy even in a court-appointed Receivership sales process and far greater than those proposed for the Monitor) thereby usurping the legitimate role of the Monitor in the Sales Process and creating a conflict of interest with their declared role as a credit bidder;

   b. given the history of the close relationship of the 2016 Noteholders, the Crossover Group and the Petitioners, the fact that some or all of the 2016 Noteholders are proposed to be the Stalking Horse Bidder and the fact that the Petitioners are not adequately defending the interests of unsecured creditors in these proceedings, the Monitor's conduct of the Sales Process is absolutely necessary to ensure the integrity of the process (including the creation of a real and visible level playing field for the benefit of legitimate third party bidders), but the Monitor is not currently proposed to have any significant role in the proposed Sales Process;

   c. the fact that this extraordinary oversight, consultation and authority has been granted to the Stalking Horse credit bidder can be expected to have a detrimental effect on the Sales Process, by chilling legitimate participation by interested third

parties (who will recognize that the 2016 Noteholders' extraordinary role can or will lead, at the very least, to a non-level playing field). Legitimate third party bidders have to be able to see that the Sales Process is credible and has integrity, and that it is not just window-dressing for a *fait accompli* credit bid;

d. there is no need whatsoever for a Stalking Horse Bidder in the Sales Process (given the total lack of the factual circumstances that are customarily present and that justify the extraordinary rights granted to stalking horse bidders, namely: the significant time, expense and financial exposure taken on by a stalking horse bidder, to help a debtor advance a sales process expeditiously). The 2016 Noteholders' bid is a credit bid (effectively, a foreclosure), and there is no need to make a credit bid *via* a Stalking Horse Bid. Of course, in a foreclosure, the 2016 Noteholders would have no rights to take the Unencumbered Assets in satisfaction of their secured claim, but they are trying to do that by way of a Stalking Horse Bid. Whereas legitimate stalking horse bids are designed to effectively set a high bar for other bidders, this Stalking Horse Bid has the opposite effect for the Unencumbered Assets, by giving the impression to the market that there is a "package deal" in place which will succeed, that the Unencumbered Assets do not have high value, and by incentivizing the Stalking Horse Bidder to allocate as little value as possible to the Unencumbered Assets;

e. even if the Sales Process continues to include a Stalking Horse Bidder, the proposed Stalking Horse Expense Reimbursement Charge, which is of an indeterminate amount, is unnecessary and would represent a confiscation of the value of the Unencumbered Assets by the 2016 Noteholders; and

f. such further and other factual matters as counsel may advise at the hearing of the Petitioners' Application.

10. The Sales Process as currently proposed by the Petitioners lacks safeguards that are necessary to ensure that the Unencumbered Assets are properly and adequately exposed to the appropriate markets, so as to obtain fair market value therefor, including:

a. the Unencumbered Assets are not even identified in the materials filed in support of the SISP Order;

b. there is no provision for the proper valuation of the Unencumbered Assets by an independent qualified third party, nor any provision to make such valuation available to the 2014 Group (not even on a confidential basis);

c. the Unencumbered Assets are not proposed to comprise separate Parcels in the Sales Process;

d. the Monitor, the Petitioners and the Financial Advisor are not authorized or directed to identify and notify as "Known Potential Bidders" any purchasers or investors who would have a specific or particular interest in the Unencumbered Assets;

e. the Sales Process does not contain clear and transparent rules inviting bidders to bid separately on the Unencumbered Assets;

f. the Sales Process does not contain clear and transparent rules clarifying that a bid for the Unencumbered Assets cannot be rejected for the benefit of a "superior" *en bloc* bid unless the value of such *en bloc* bid is reallocated so as to pay from the total value thereof an amount in cash for the Unencumbered Assets, matching the best alternative bid for the Unencumbered Assets (given the unprecedented powers given to the 2016 Noteholders in the Sales Process, this concern is more than theoretical); and

g. such further and other factual matters as counsel may advise at the hearing of the Petitioners' Application.

11. The application for the SISP Order is academic and premature, since the Sales Process will only commence, if at all, no earlier than April 23, 2012. The bringing of the application to approve the Sales Process at this time is inappropriate because, among other things:

a. the application is being brought in a very truncated time period, although the Sales Process will not have effect until over a month from now;

b. the information necessary for the unsecured creditors to consider their position and the impact of the Sales Process on their position (as described above), has not been provided; and

c. the Stalking Horse Bidder and Stalking Horse Agreement have not been disclosed.

In other words, this Honourable Court is being asked to prematurely and unnecessarily approve an application on an unreasonably truncated timeline and in the face of an extreme dearth of absolutely necessary information, the combined net result of which is a greatly heightened risk that the Sales Process can be abused by the 2016 Noteholders *via* their Stalking Horse credit bid, to confiscate value that properly belongs to the unsecured creditors. The only apparent reason for this extremely truncated timeline is that the 2016 Noteholders have imposed it, in the Revised RSA. The imposition of an unfair Sales Process is far too high a price for the Petitioners (and their unsecured creditors) to pay for the co-operation of the 2016 Noteholders, given that the 2016 Noteholders already agreed to the same deal **absent** the Sales Process, in the Old Plan, and given that there is no evidence that the current Plan will receive any more support than the failed Old Plan.

12. As a result of the foregoing deficiencies in the currently proposed Sales Process, a revised Sales Process ought to be formulated, brought to this Honourable Court with full information and disclosure and approved on or prior to April 23, 2012 (thereby occasioning no delay and no possible prejudice to the Petitioners). Such a revised Sales Process should include the following fundamental characteristics, all of which are necessary to ensure the integrity of the process and ensure that the value of the Unencumbered Assets is maximized for the benefit of the unsecured creditors:

a. the Monitor must have sole conduct of every step of the Sales Process;

b. prior to the approval of any process or rules related to a credit bid, the Monitor must provide an independent opinion affirming the validity, enforceability, extent and priority (subject to Court-ordered charges enjoying priority) of the 2016 Noteholders' security. The opinion, and the opining party, should be accessible to the 2014 Group and any other unsecured creditors wishing to have such access;

c. the 2016 Noteholders must not have a role in the conduct of the Sales Process, in keeping with their status as a key bidder and so as to avoid any conflict of interest;

d. the Unencumbered Assets must be identified, in advance, in the Sales Process;

e. the Unencumbered Assets must be valued by an independent qualified third party, and that valuation must be made available to the 2014 Group on a confidential basis;

f. the Unencumbered Assets must comprise separate Parcels (or at least one separate Parcel) in the Sales Process;

g. the Monitor must be directed to identify and notify as "Known Potential Bidders" any purchasers or investors who might have a specific or particular interest in any or all of the Unencumbered Assets,;

h. the Sales Process must contain clear and transparent rules inviting bidders to bid separately on the Unencumbered Assets;

i. there should be no Stalking Horse Bid relative to the Unencumbered Assets;

j. the Sales Process must contain clear and transparent rules clarifying that a bid for the Unencumbered Assets cannot be rejected for the benefit of a "superior" *en bloc* bid unless the value of such *en bloc* bid is reallocated so as to pay from the total value thereof an amount in cash for the Unencumbered Assets, matching the best alternative bid for the Unencumbered Assets;

k. the Sales Process, if it includes a Stalking Horse Bid, must disclose the identity of the Stalking Horse Bidder and provide the Stalking Horse Agreement for consideration and approval, and should not contain a Stalking Horse Expense Reimbursement Charge that charges the Unencumbered Assets; and

l. such further and other factual matters as counsel may advise at the hearing of the Petitioners' Application.

13. The Elk Falls Order ought not to be granted, absent the 2014 Noteholders being provided with a copy of the Construction Agreement and other relevant documents on a confidential basis and the Monitor first providing an independent opinion affirming that the Construction Agreement is in the best interests of CPC and its creditors and will not

burden the CPC estate and unsecured creditors with additional costs relating to disposal, clean-up or rectification of the Elk Falls site and an independent opinion from the Monitor confirming the validity, enforceability, extent and priority (subject to Court-ordered charges enjoying priority) of the 2016 Noteholders' security, including over the Elk Falls assets and their proceeds as at the date of the Initial Order. The opinion, and the opining party, should be accessible to the 2014 Group and any other unsecured creditors wishing to have such access. The Elk Falls motion materials were not served until March 19, 2012, do not enclose the Construction Agreement or any relevant provisions thereof and the Monitor's 5th Report does not address the Elk Falls motion at all.

14. Such further and other factual grounds as counsel may advise at the hearing of the application.

Part 5: LEGAL BASIS

1. *Supreme Court Civil Rules* 8-1 and 13-1.

2. *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

3. The inherent and equitable jurisdiction of this Honourable Court.

4. Such further and other legal bases as counsel may advise.

Part 6: MATERIAL TO BE RELIED ON

1. The pleadings and proceedings filed herein.

2. The Affidavit of Wendy Morrison, sworn March 20, 2012.

3. Such further and other materials as counsel may advise and this Honourable Court may permit.

The Application Respondent estimates that the application will take: 30 minutes.

[ ] The application respondent has filed in this proceeding a document that contains the application respondent's address for service.

[X] The application respondent has not filed in this proceeding a document that contains an address for service. The application respondent's ADDRESS FOR SERVICE is:

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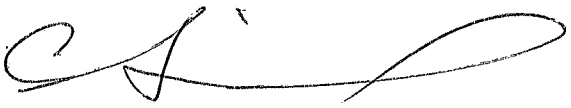
Date: March 20, 2012



Signature of Chris Simard, S. Richard Orzy, Raj Sahni
[ ] Applicant [X] Lawyer for Applicant

SCHEDULE "A"

LIST OF ADDITIONAL PETITIONERS

Catalyst Pulp Operations Limited

Catalyst Pulp Sales Inc.

Pacifica Poplars Ltd.

Catalyst Pulp and Paper Sales Inc.

Elk Falls Pulp and Paper Limited

Catalyst Paper Energy Holdings Inc.

0606890 B.C. Ltd.

Catalyst Paper Recycling Inc.

Catalyst Paper (Snowflake) Inc.

Catalyst Paper Holdings Inc.

Catalyst Papers U.S. Inc.

Pacifica Papers U.S. Inc.

Pacifica Poplars Inc.

Pacifica Papers Sales Inc.

Catalyst Paper (USA) Inc.

The Apache Railway Company

No. S-120712
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED; AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44; AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57; AND

IN THE MATTER OF CATALYST PAPER CORPORATION AND THE PETITIONERS LISTED IN SCHEDULE "A"

PETITIONERS

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

RESPONDENT

APPLICATION RESPONSE

Chris Simard, Rick Orzy,
Raj Sahni
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Exhibit D

Application Response, filed on March 29, 2012, by Ad Hoc Unsecured 2014 Noteholders' Committee

No. S-120712
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57

AND

IN THE MATTER OF CATALYST PAPER CORPORATION AND THE PETITIONERS LISTED IN SCHEDULE "A"

PETITIONERS

APPLICATION RESPONSE

Application Response of: Ad Hoc Unsecured 2014 Noteholders' Committee (the "2014 Group").

To: The Service List

THIS IS A RESPONSE TO the Notice of Application of the Petitioners dated March 23, 2012 (regarding the Stalking Horse Purchase Agreement) scheduled to be heard by Mr. Justice Sewell in Vancouver on April 2, 2012 (the "Petitioners' Application").

All capitalized terms that are used but not defined herein are intended to bear their meanings as defined in the Petitioners' Application and the supporting materials filed therewith.

Part 1: ORDERS CONSENTED TO

1. None.

Part 2: ORDERS OPPOSED

1. The Order approving the Stalking Horse Purchase Agreement, in its entirety.

Part 3: ORDERS ON WHICH NO POSITION IS TAKEN

1. None.

Part 4: FACTUAL BASIS

1. It is undisputed in this action that there are significant assets of the Petitioners that were unencumbered prior to the commencement of these proceedings (collectively the "Unencumbered Assets"), including but not limited to the Excluded JV Interests and the Excluded Assets (as defined in the February 3, 2012 Restated and Amended Initial Order).

2. As a result, as at the commencement of these proceedings, the Unencumbered Assets were available, and must continue to be made available, for the repayment of the Petitioners' corresponding unsecured claims.

3. The SISP Procedures (as defined in the Order regarding the Sales and Investment Solicitation Process granted herein on March 22, 2012) do not contain minimum and essential safeguards previously requested by the 2014 Group and the Monitor that are necessary to ensure that:

   (a) the Unencumbered Assets can be and must be properly and adequately exposed to the appropriate markets, so as to ensure that fair market value is realized therefrom; and

   (b) potential bidders are not deterred from participating in the SISP Procedures, such as through fair and transparent procedures for bidding on the Unencumbered Assets, either solely or as part of a larger bid.

4. On March 21 and March 22, 2012, the Petitioners advised the Court that the Stalking Horse Purchase Agreement, for which approval is now sought, would include safeguards to adequately address the issues raised in paragraph 3 of this Application Response. However, the Stalking Horse Purchase Agreement does not include any such safeguards. On March 27, 2012, counsel to the 2014 Group wrote to counsel for the Petitioners, requesting that information regarding those necessary safeguards be disclosed to the Court, the Monitor and creditors. The Petitioners have not been responded to that request (Exhibit "B" to the Affidavit of Donna Kathler, sworn March 29, 2012).

5. What must be included, at a minimum, in the Stalking Horse Purchase Agreement (and disclosed to the Court, the Monitor and all stakeholders), to adequately address these crucial issues, are the following matters:

   a) a clear statement of which assets are included in the Stalking Horse Purchase Agreement;

   b) a detailed list and description of the "Senior Secured Excluded Assets" as that term is used in the Stalking Horse Purchase Agreement;

   c) a transparent mechanism (under the control or supervision of the Monitor) for allocating, prior to the commencement of the SISP Procedures, the Purchase Price

between assets that are subject to the 2016 Noteholders' security versus the Senior Secured Excluded Assets (the latter portion of the Purchase Price is referred to hereinafter as the "SSEA Price") – indeed, sections 2.2(b) and 5.1(b) of the Stalking Horse Purchase Agreement give the Purchaser sole control of such allocation and would even allow such allocation to occur after a sale to the Stalking Horse Bidder has closed;

d) clear confirmation that the SSEA Price is to be paid entirely in cash (as opposed to cash and/or the assumption of liabilities);

e) rules as to the manner in which a bidder interested only in some or all of the Senior Secured Excluded Assets could make a bid and how that bid would be compared fairly to an *en bloc* bid such as the Stalking Horse Bid;

f) the Sellers' Disclosure Letter and the Purchaser's Disclosure Letter, both of which are stated to be incorporated by reference into the Stalking Horse Agreement and which will contain essential information regarding the nature, scope and impact of the Stalking Horse Bid; and

g) such further and other matters as counsel may advise at the hearing of the Petitioners' Application.

6. The Stalking Horse Purchase Agreement is totally illusory and is an "agreement" in name only and, therefore, fails to provide any of the required assurances to creditors that the Court found important in approving the application for the SISP Order because, among other things: (a) there is no evidence that the Purchaser actually exists and/or is sufficiently capitalized; (b) the Stalking Horse Purchase Agreement provides no remedies against the Purchaser if it fails to close on a transaction; (c) there is no evidence that the Purchaser has authority to deliver a credit bid, and indeed, the Bid Direction Letter has not yet been delivered (see s. 3.7); and (d) the Purchaser has not even identified which assets it *might* be willing to buy and how much it *might* be willing to pay.

7. Given the lack of disclosure of necessary information, the Petitioners have not established the following concerning the Stalking Horse Purchase Agreement:

a) that it is fair and reasonable;

b) that it will not constrain competitive bidding;

c) its effects on the Petitioners' creditors and stakeholders; and

d) that it ought to be approved.

8. Such further and other factual grounds as counsel may advise at the hearing of the application.

Part 5: LEGAL BASIS

1. *Supreme Court Civil Rules* 8-1 and 13-1.

2. *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

3. The inherent and equitable jurisdiction of this Honourable Court.

4. Such further and other legal bases as counsel may advise.

Part 6: MATERIAL TO BE RELIED ON

1. The pleadings and proceedings filed herein.

2. The Affidavit of Wendy Morrison, sworn March 20, 2012.

3. The Affidavit of Donna Kathler, sworn March 29, 2012.

4. Such further and other materials as counsel may advise and this Honourable Court may permit.

The Application Respondent estimates that the application will take: 40 minutes.

[ ] The application respondent has filed in this proceeding a document that contains the application respondent's address for service.

[X] The application respondent has not filed in this proceeding a document that contains an address for service. The application respondent's ADDRESS FOR SERVICE is:

Chris Simard
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4500, 855 – 2nd Street S.W.
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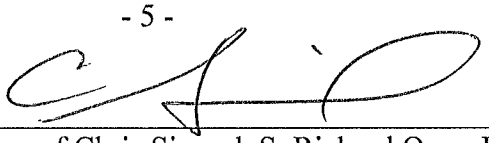
Date: March 29, 2012



Signature of Chris Simard, S. Richard Orzy, Raj Sahni
[ ] Applicant [X] Lawyer for Applicant

SCHEDULE "A"

LIST OF ADDITIONAL PETITIONERS

Catalyst Pulp Operations Limited

Catalyst Pulp Sales Inc.

Pacifica Poplars Ltd.

Catalyst Pulp and Paper Sales Inc.

Elk Falls Pulp and Paper Limited

Catalyst Paper Energy Holdings Inc.

0606890 B.C. Ltd.

Catalyst Paper Recycling Inc.

Catalyst Paper (Snowflake) Inc.

Catalyst Paper Holdings Inc.

Catalyst Papers U.S. Inc.

Pacifica Papers U.S. Inc.

Pacifica Poplars Inc.

Pacifica Papers Sales Inc.

Catalyst Paper (USA) Inc.

The Apache Railway Company

No. S-120712
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED; AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44; AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57; AND

IN THE MATTER OF CATALYST PAPER CORPORATION AND THE PETITIONERS LISTED IN SCHEDULE "A"

PETITIONERS

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION

RESPONDENT

APPLICATION RESPONSE

Chris Simard, Rick Orzy,
Raj Sahni
BENNETT JONES LLP
4500 Bankers Hall East
855 - 2nd Street S.W.
Calgary, AB T2P 4K7
Phone: (403) 298-3495
Fax: (403) 265-7219

Exhibit E

Fourth Affidavit of Andrew Crabtree, filed on March 30, 2012

This is the 4th affidavit of
A. Crabtree in this case and was
made on March 30, 2012

No. S-120712
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED

AND

IN THE MATTER OF THE *CANADA BUSINESS CORPORATIONS ACT*, R.S.C. 1985, c. C-44

AND

IN THE MATTER OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57

AND

IN THE MATTER OF CATALYST PAPER CORPORATION
AND THE PETITIONERS LISTED IN SCHEDULE "A"

PETITIONERS

AFFIDAVIT

I, **Andrew Crabtree**, of Suite 2600 – 595 Burrard Street, Vancouver, British Columbia, Lawyer, AFFIRM THAT:

1. I am a lawyer at Blake, Cassels & Graydon LLP, counsel for the Petitioners, and as such I have personal knowledge of the matters deposed to in this Affidavit except where I depose to a matter based on information from an informant I identify in which case I believe that both the information from the informant and the resulting statement are true.

2. Attached as **Exhibit "A"** to my affidavit is a copy of a revised draft asset sale agreement (the "ASA").

3. Attached as **Exhibit "B"** to my affidavit is a copy of Schedule 2.1(b)(x) "Excluded Assets".

AFFIRMED BEFORE ME at Vancouver, British Columbia on March 30, 2012.

A Commissioner for taking Affidavits for British Columbia

JEFFREY LANGLOIS
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, BC V7X 1L3
(604) 631-4166

Andrew Crabtree

EXECUTION VERSION

This is Exhibit "A" referred to in the affidavit of A. Crabtree sworn before me this 30 day of March 2012

A Commissioner for taking Affidavits for British Columbia

ASSET SALE AGREEMENT

BY AND AMONG

CATALYST PAPER CORPORATION

AND

THE OTHER ENTITIES IDENTIFIED HEREIN AS SELLERS

AND

CP ACQUISITION, LLC

DATED AS OF APRIL __, 2012

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EXHIBITS

ASSET SALE AGREEMENT

This Asset Sale Agreement is dated as of April ___, 2012, among Catalyst Paper Corporation, a company organized under the Laws of Canada ("***Catalyst***"), the subsidiaries of Catalyst listed on the signature pages hereto (collectively, the "***Sellers***") and CP Acquisition, LLC, a limited liability company organized under the Laws of Delaware (the "***Purchaser***").

WITNESSETH:

WHEREAS, the Sellers beneficially own and operate the Business (as defined below);

WHEREAS, on January 31, 2012 (the "***Petition Date***"), the Sellers and Catalyst Paper General Partnership (collectively, the "***Canadian Debtors***") filed with the Supreme Court of British Columbia, Vancouver Registry (the "***Canadian Court***") an application for protection under the Companies' Creditors Arrangement Act (the "***CCAA***") (the proceedings commenced by such application, the "***CCAA Cases***") and were granted certain initial creditor protection pursuant to an order issued by the Canadian Court on the same date, as amended and restated on February 3, 2012 (the "***Amended and Restated Initial CCAA Order***"), as the same may be amended and restated from time to time;

WHEREAS, on February 1, 2012, Catalyst, as the foreign representative of the U.S. Debtors, commenced a proceeding to recognize the CCAA Cases pursuant to Chapter 15 of Title 11 of the United States Code, 11 U.S.C. § 101 et seq. (the "***U.S. Bankruptcy Code***") in the United States Bankruptcy Court for the District of Delaware (the "***U.S. Bankruptcy Court***");

WHEREAS, on March 5, 2012 the U.S. Bankruptcy Court granted recognition of the CCAA Cases as foreign main proceedings under Chapter 15 of the U.S. Bankruptcy Code (the "***Chapter 15 Cases***");

WHEREAS, the Sellers have agreed to transfer to the Purchaser or the Designated Purchasers (as defined below), and the Purchaser has agreed to purchase and assume, and cause the Designated Purchasers to purchase and assume, the Assets and the Assumed Liabilities from the Sellers upon the terms and conditions set forth hereinafter (including the Auction). The aggregate Purchase Price (as defined below) to be paid by the Purchaser to Sellers for the Assets will consist of a credit bid by the Purchaser of the amount specified herein against certain amounts owed by Sellers under or in connection with the Senior Secured Notes, together with the cash and the assumption by the Purchaser of the Assumed Liabilities as further set forth in Section 2.2(a);

NOW, THEREFORE, in consideration of the respective covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby (the sufficiency of which are acknowledged), the Parties agree as follows:

ARTICLE I
INTERPRETATION

1.1 Definitions.

Capitalized terms used but not otherwise defined herein shall have the meanings set forth below:

"***Advance Ruling Certificate***" means an advance ruling certificate issued by the Commissioner pursuant to Section 102 of the Competition Act with respect to the transactions contemplated by this Agreement.

"***Action***" means any litigation, action, suit, charge, binding arbitration or other legal, administrative or judicial proceeding.

"***Affiliate***" means, as to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, or is under common Control with, or is Controlled by, such Person.

"***Agreement***" means this Asset Sale Agreement, the Sellers Disclosure Letter and all Exhibits and Schedules attached hereto and thereto and all amendments hereto and thereto made in accordance with Section 10.5.

"***Amended and Restated Initial CCAA Order***" has the meaning set forth in the recitals to this Agreement.

"***Ancillary Agreements***" means, in each case in a form reasonably acceptable to the Sellers and the Purchaser: (i) a Bill of Sale for the assignment and conveyance of the Assets from the Sellers to the Purchaser; (ii) deeds transferring title to the Owned Real Property to Purchaser; (iii) an Assignment and Assumption Agreement for the assignment and assumption of the Assumed Liabilities from the Sellers to the Purchaser; (iv) evidence that such Obligations are to be credited against the aggregate Obligations owing under the Senior Secured Notes Indentures in payment of the Purchase Price; and (v) instruments of assignment of the Patents, Trademarks, Copyrights, and any other assignments or instruments with respect to any Intellectual Property included in the Assets for which an assignment or instrument is required to assign, transfer, convey and deliver such Assets to the Purchaser or to record such assignment, transfer or conveyance with the appropriate government offices, domain name registrars or other similar authorities.

"***Antitrust Approvals***" means the HSR Approval, the Competition Act Approval, and the Mandatory Antitrust Approvals, as may be required.

"***Antitrust Laws***" means the Competition Act, the HSR Act, and any competition, merger control and antitrust Law of any other applicable supranational, national, federal, state, provincial or local Law designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolizing or restraining trade or lessening competition of any other country or jurisdiction, to the extent applicable to the transactions contemplated by this Agreement.

"***Asset Allocation Schedule(s)***" has the meaning set forth in Section 2.2(b).

"***Assets***" has the meaning set forth in Section 2.1(a).

"***Assigned Contracts***" means all Designated Seller Contracts other than Non-Assigned Contracts.

"***Assumed Liabilities***" has the meaning set forth in Section 2.1(c).

"***Auction***" means an auction for the sale of the Assets conducted in accordance with the Stalking Horse Bid and SISP Orders.

"Bankruptcy Consents" has the meaning set forth in Section 4.1(a).

"***Bankruptcy Court***" means any or all of, as the context may require, the Canadian Court, the U.S. Bankruptcy Court and any other court before which Bankruptcy Proceedings are held.

"***Bankruptcy Laws***" means the CCAA, the Bankruptcy and Insolvency Act (Canada), the U.S. Bankruptcy Code and the other applicable insolvency Laws of any jurisdiction where Bankruptcy Proceedings are held.

"***Bankruptcy Proceedings***" means the CCAA Cases and the Chapter 15 Cases, in each case, any proceedings thereunder, as well as any other voluntary or involuntary bankruptcy, insolvency, administration or similar judicial proceedings concerning any of the Sellers that are held from time to time.

"***Bid Direction Letter***" means the instruction letter provided to the Trustee and the Collateral Trustee by holders of such majority of the aggregate principal amount of the Senior Secured Notes as is required in accordance with the Senior Secured Notes Indentures, the Security Agreement and the Collateral Trust Agreement to make a credit bid as described in Section 2.2(a).

"***Business***" means the current business of the Sellers, being the manufacture, production and sale of newsprint, directory, mechanical paper, and market pulp, and all activities incidental thereto.

"***Business Day***" means a day on which the banks are opened for business (Saturdays, Sundays, statutory and civic holidays excluded) in (i) New York, New York, U.S. and (ii) Vancouver, British Columbia, Canada.

"***Business Information***" means all books, records, files, documentation and sales literature owned by the Sellers and in the possession or under control of the Sellers that are used or held for use in connection with the Business, including information, policies and procedures, Equipment manuals and materials and procurement documentation used in the Business and information received pursuant to Section 2.1(a)(viii), but excluding any Employee Records for Employees or former employees who are not Transferred Employees.

"***Canadian Court***" has the meaning set forth in the recitals to this Agreement.

"***Canadian Debtors***" has the meaning set forth in the recitals to this Agreement.

"***Canadian Sale Hearing***" has the meaning set forth in Section 5.1(c).

"***Canadian Sale Order***" has the meaning set forth in Section 5.1(c).

"***CCAA***" has the meaning set forth in the recitals to this Agreement.

"***CCAA Cases***" has the meaning set forth in the recitals to this Agreement.

"***Chapter 15 Cases***" has the meaning set forth in the recitals to this Agreement.

"***Claim***" has the meaning set forth in Section 101(5) of the U.S. Bankruptcy Code.

"***Closing***" has the meaning set forth in Section 2.3(a).

"***Closing Date***" has the meaning set forth in Section 2.3(a).

"***COBRA***" means continuation health care coverage in accordance with Section 4980B of the Code and Title I, Subtitile B, Part 6 of ERISA.

"***Code***" means the United States Internal Revenue Code of 1986, as amended.

"***Collateral Trust Agreement***" means that certain Collateral Trust Agreement dated March 10, 2010 among Catalyst, the guarantor parties thereto, Wilmington Trust, National Association, as Trustee, the other "Secured Debt Representatives" from time to time party thereto, and the Collateral Trustee, as same may have been amended, modified or supplemented from time to time.

"***Collateral Trustee***" means Computershare Trust Company of Canada or any successor collateral trustee.

"***Collective Labor Agreement***" means any agreement that a Person has entered into with any union or collective bargaining agent.

"***Commissioner***" means the Commissioner of Competition appointed under the Competition Act or any person duly authorized to exercise the powers and perform the duties of the Commissioner of Competition.

"***Competition Act***" means the Competition Act (Canada), as amended.

"***Competition Act Approval***" means: (i) the issuance of an Advance Ruling Certificate and such Advance Ruling Certificate has not been rescinded prior to Closing; or (ii) the Purchaser and the Sellers have given the notice required under section 114 of the Competition Act with respect to the transactions contemplated by this Agreement and the applicable waiting period under section 123 of the Competition Act has expired or has been terminated in accordance with the Competition Act and the Purchaser has been advised in writing by the Commissioner that the Commissioner does not, at that time, intend to make an application under

section 92 of the Competition Act in respect of the transactions contemplated by this Agreement ("no-action letter").

"***Competition Tribunal***" means the Competition Tribunal established under the Competition Tribunal Act (Canada).

"***Consent***" means any approval, authorization, consent, order, license, permission, permit, including any Environmental Permit, qualification, exemption or waiver by any Government Entity or other Third Party.

"***Contract***" means any legally binding contract, agreement, obligation, license, undertaking, instrument, lease, ground lease, commitment or other arrangement, whether written or oral.

"***Contract and Cure Schedule***" has the meaning set forth in Section 2.1(e)(i).

"***Control***", including, with its correlative meanings, "Controlled by" and "under common Control with", means, in connection with a given Person, the possession, directly or indirectly, of the power to either (i) elect more than fifty percent (50%) of the directors of such Person or (ii) direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, Contract or otherwise.

"***Copyrights***" means all U.S., Canadian and foreign copyrights and copyrightable subject matter, whether registered or unregistered, including all U.S. and Canadian copyright registrations and applications for registration and foreign equivalents, all moral rights and rights of attribution and integrity, all common law copyright rights, and all rights to register and obtain renewals and extensions of copyright registrations, together with all other copyright interests accruing by reason of any international copyright convention or treaty.

"***Courts***" has the meaning set forth in Section 10.7(b).

"***CRA***" means the Canada Revenue Agency.

"***Cure Cost***" means, as applicable, (i) with respect to any U.S. Debtor, any amounts or assurances required by Section 365(b)(1) of the U.S. Bankruptcy Code under any applicable Designated Seller Contract or (ii) with respect to any Canadian Debtor, any amounts required to satisfy monetary defaults in relation to the applicable Designated Seller Contract pursuant to Section 11.3 of the CCAA.

"***Debtors***" means, collectively, the Canadian Debtors and the U.S. Debtors.

"***Designated Purchaser***" has the meaning set forth in Section 2.4.

"***Designated Seller Contracts***" means all Contracts and Leases of each Seller that relate to the Business and which are listed in Section 1.1(a) of the Sellers Disclosure Letter; excluding from Section 1.1(a) of the Sellers Disclosure Letter such Contracts or Leases not to be assumed and assigned as requested by notice from the Purchaser pursuant to Section 2.1(e).

"***Designation Deadline***" means ten (10) Business Days prior to the Closing Date.

"***DIP Claims Amount***" means the aggregate amount due or accruing due (whether for principal, interest (including default interest), indemnification payments, premiums, charges, fees, costs (including the fees and expenses of legal counsel and other advisors) or otherwise whether ascertained or contingent) to the DIP Lenders pursuant to the DIP Credit Agreement.

"***DIP Credit Agreement***" means the $175,000,000 Senior Secured Super-Priority Debtor-in-Possession Term Loan Agreement among the Sellers and the DIP Lenders dated as of February 7, 2012, as amended, modified, supplemented or otherwise, as approved in the Amended and Restated Initial CCAA Order and by an order of the Bankruptcy Court, dated February 3, 2012.

"***DIP Lenders***" means JPMorgan Chase Bank, N.A., in its capacity as administrative agent, and in its capacity as lender, and such other lenders as may be party to the DIP Credit Agreement from time to time.

"***Employee***" means each employee of any of the Sellers or their respective Subsidiaries engaged in the Business.

"***Employee Records***" means books, records, files, or other documentation with respect to Employees or any former employee of any of the Sellers.

"***Employee Transfer Time***" means with respect to each jurisdiction where Employees will become Transferred Employees in accordance with this Agreement, immediately upon the Closing.

"***Environmental Law***" means any applicable Law relating to pollution or protection of the environment (including ambient air, surface water, ground water, subsurface or subsurface strata), plant life, animal and fish or other natural resources or human health, including without limitation, Laws relating to the exposure to, or Releases or threatened Releases of, Hazardous Materials or otherwise relating to the manufacture, presence, processing, distribution, use, treatment, storage, Release, transport, disposal, transfer, discharge, control, recycling, production, generation or handling of Hazardous Materials and all Laws with regard to recordkeeping, notification, disclosure and reporting requirements respecting Hazardous Materials, each as amended and as now in effect.

"***Environmental Permit***" means any permit, approval, license, certificate, consent, registration, certificate of authorization, waste management plan, operational certificate, approval in principle, certificate of compliance, voluntary remediation agreement or other authorization required under any Environmental Law to (i) conduct the Business as currently conducted or (ii) in relation to the Assets.

"***Equipment***" means (i) those items of tangible personal or movable property owned by any Seller that are held or used in connection with the Business and (ii) the other items of tangible personal or movable property owned by the Sellers, excluding, in each case, any Inventory, but including all express or implied warranties with respect thereto.

"***ERISA***" means the Employee Retirement Income Security Act of 1974, as amended.

"***Excluded Assets***" has the meaning set forth in Section 2.1(b).

"***Excluded Liabilities***" has the meaning set forth in Section 2.1(d).

"***Excluded Seller Contract***" means any Contract or Lease of the Sellers that is not a Designated Seller Contract.

"***Expense Reimbursement***" means all reasonable costs and expenses of the Purchaser and the Designated Purchasers incurred in connection with the development, execution, delivery and approval by the Bankruptcy Courts of this Agreement and the consummation of the transactions contemplated hereby (including, without limitation, reasonable expenses of counsel and other outside consultants and financial advisors and reasonable legal expenses related to the transactions contemplated hereby, preparing and negotiating this Agreement and documents related hereto, and conducting due diligence investigations of the Sellers or the Assets), (i) the payment of which, subject to U.S. Bankruptcy Court approval, shall be approved in the Chapter 15 Case as, (a) an actual and necessary cost and expense of preserving the Debtors' estates; (b) commensurate to the real and substantial benefit conferred upon the Debtors' estates by the Stalking Horse; (c) reasonable and appropriate, in light of the size and nature of the proposed Sale Transaction and comparable transactions, the commitments that have been made, and the efforts that have been and will be expended by the Stalking Horse and (d) necessary to induce the Stalking Horse to continue to pursue the sale transaction and to continue to be bound by the Stalking Horse Agreement; and (ii) which shall, in the CCAA Cases, be granted a priority charge against the Charged Property (in accordance with and as defined in the Amended and Restated Initial CCAA Order) of the Canadian Debtors ranking junior only to the DIP Charge, the D&O Charge, the KERP Charge, the Financial Advisor Charge, the Critical Suppliers' Charge and the Administration Charge (all as defined in the Amended and Restated Initial CCAA Order), and shall in each of the Bankruptcy Proceedings be authorized to be paid by the Stalking Horse and SISP Orders.

"***Final Order***" means an action taken or order issued by the applicable Government Entity as to which: (i) no request for stay of the action or order is pending, no such stay is in effect, and, if any deadline for filing any such request is designated by statute or regulation, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the action or order, or protest of any kind, is pending before the Government Entity and the time for filing any such petition or protest is passed; (iii) the Government Entity does not have the action or order under reconsideration or review on its own motion and the time for such reconsideration or review has passed; and (iv) the action or order is not then under judicial review, there is no notice of application for leave to appeal, appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

"***GAAP***" means the U.S. generally accepted accounting principles.

"***Government Entity***" means any U.S., Canadian, foreign, domestic, federal, territorial, provincial, state, municipal or local governmental authority, quasi-governmental authority,

instrumentality, court, government or self-regulatory organization, bureau, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing having jurisdiction.

"***Government Priority Claims***" means any Taxes withheld by a Seller on behalf of a Government Entity.

"***GST/HST***" means goods and services tax, including harmonized sales tax, payable under Part IX of the Excise Tax Act (Canada).

"***Hazardous Materials***" means (i) petroleum, petroleum products, asbestos in any form, mold, urea formaldehyde foam insulation, lead based paints, polychlorinated biphenyls or any other material or substance regulated pursuant to Environmental Laws, and (ii) any chemical, material or other substance which is regulated, defined or listed, alone or in any combination as "hazardous", "hazardous waste", "radioactive", "deleterious", "effluent", "toxic", "caustic", "dangerous", a contaminant, a pollutant, a "waste", a "special waste", a "source of contamination" or "source of pollution", under any Environmental Law.

"***HSR Act***" means the United States Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"***HSR Approval***" means expiration of all applicable waiting periods under the HSR Act (including any voluntary agreed extensions) or earlier termination thereof.

"***ICA Approval***" means that the Purchaser shall have received written evidence from the responsible Minister under the Investment Canada Act, on terms and conditions acceptable to the Purchaser, that the Minister is satisfied or is deemed to be satisfied pursuant to the Investment Canada Act that the transactions contemplated by this Agreement are likely to be of net benefit to Canada.

"***Intellectual Property***" means all U.S., Canadian and foreign intellectual and industrial property rights of any kind, including all: (i) Trademarks; (ii) Patents; (iii) inventions, novel devices, processes, compositions of matter, methods, techniques, improvements, observations, discoveries, apparatuses, machines, designs, expressions, theories and ideas, whether or not patentable and whether or not a patent has been issued or a patent application has been made therefor; (iv) Copyrights; (v) mask works; (vi) Trade Secrets, Know-How, and other proprietary, confidential, technical or business information; (vii) Software and technology, (viii) rights of privacy and rights to personal information, (ix) all telephone, telex, and facsimile numbers and Internet protocol addresses, (x) the Sellers' corporate names and (xi) all rights in the foregoing and in other similar intangible assets, and all rights and remedies (including the right to sue for and recover damages, profits and any other remedy) for past, present, or future infringement, misappropriation, or other violation relating to any of the foregoing.

"***Intellectual Property Rights***" has the meaning set forth in Section 4.7.

"***Inventory***" means any inventories of raw materials, manufactured and purchased parts, work in process, packaging, stores and supplies and unassigned finished goods inventories (which are finished goods not yet assigned to a specific customer order), in each case owned by

any Seller and held or used in connection with the Business, including any of the above items which is owned by a Seller but remains in the possession or control of a Third Party.

"***Investment Canada Act***" means the Investment Canada Act (Canada), as amended.

"***IRS***" means the United States Internal Revenue Service.

"***Know-How***" means scientific, engineering, mechanical, electrical, financial, marketing, practical and other similar knowledge or experience useful in the operation of the Business.

"***Knowledge***" or "aware of" or "notice of" or a similar phrase shall mean, with reference to the Sellers, the actual knowledge of those Persons listed on Section 1.1(b) of the Sellers Disclosure Letter.

"***Law***" means any U.S., Canadian, foreign, domestic, federal, territorial, state, provincial, local, regional or municipal statute, law, common law, ordinance, rule, regulation, order, writ, injunction, directive, judgment, decree or policy or guideline having the force of law.

"***Leased Real Property***" has the meaning set forth in Section 4.10(a).

"***Leases***" has the meaning set forth in Section 4.10(a).

"***Liabilities***" means debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Law or Action and those arising under any Contract or otherwise, including any Tax liability.

"***Lien***" means any lien, mortgage, pledge or security interest, hypothec (including legal hypothecs), encumbrance, servitude, easement, encroachment, right-of-way, restrictive covenant on real or immovable property, real property license, other real rights in favor of Third Parties, charge, prior claim, lease, occupancy agreement, leasing agreement, statutory or deemed trust or conditional sale arrangement.

"***Mandatory Antitrust Approvals***" means a decision, in whatever form (including a declaration of lack of jurisdiction or a mere filing or notification, if the Closing can take place, pursuant to the applicable Antitrust Law, without a decision or the expiry of any waiting period) by any Government Entity under the Laws of any of the jurisdictions listed in Exhibit A or the expiry of the applicable waiting period, as applicable, under the Antitrust Laws of any of the jurisdictions listed in Exhibit A, authorizing or not objecting to the transactions contemplated by this Agreement, provided that any terms or conditions attached to such decision are acceptable to the Purchaser, acting reasonably.

"***Material Adverse Effect***" means any fact, condition, change, violation, inaccuracy, circumstance or event, individually or in the aggregate that (i) has, or is reasonably likely to have, a material adverse effect on the operations, results of operations or condition (financial or otherwise) of the Business, (ii) materially and adversely impairs the Assets or the Business (excluding the Excluded Assets and the Excluded Liabilities), taken as a whole, or (iii) materially and adversely delays or impedes the consummation of the transactions contemplated by this

Agreement, in each case except that any such fact, condition, change, violation, inaccuracy, circumstance or event results from or arises out of (a) changes in general economic conditions or changes affecting the industries and markets in which the Business operates (except to the extent that such changes have a disproportionate effect on the Assets or the Business), (b) macroeconomic factors, interest rates, currency exchange rates, general financial market conditions, acts of God, war, terrorism or hostilities, (c) changes in the North American paper or pulp markets (except to the extent that such changes have a disproportionate effect on the Assets or the Business), (d) the transactions contemplated hereby or any announcement hereof or the identity of the Purchaser or (e) the pendency of the Bankruptcy Proceedings.

"***Material Contracts***" has the meaning set forth in Section 4.6.

"***Misrepresentation***" has the meaning ascribed to such term in Section 1(1) of the Securities Act (British Columbia).

"***Monitor***" means PricewaterhouseCoopers LLP, in its capacity as the Canadian Court-appointed Monitor in connection with the CCAA Cases.

"***Non-Assignable Contracts***" has the meaning set forth in Section 2.1(e)(iv).

"***Non-Assigned Contracts***" means the Non-Assignable Contracts to the extent all applicable Consents to assignment thereof to the Purchaser or a Designated Purchaser have not been granted or obtained prior to the Closing Date.

"***Non-Union Employee***" means an Employee who is not a member of a Union.

"***Obligations***" has the meaning set forth in the Senior Secured Notes Indentures.

"***Order***" means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Government Entity.

"***Ordinary Course***" means the ordinary course of the Business consistent with recent past practice, as such practice is, or may have been, modified as a result of the Bankruptcy Proceedings.

"***Owned Real Property***" has the meaning set forth in Section 4.10(a).

"***Parcels***" means the specifically identified groups of Assets listed on Section 1.1(c) of the Sellers Disclosure Letter.

"***Party***" or "***Parties***" means individually or collectively, as the case may be, the Sellers and the Purchaser.

"***Patents***" means all U.S., Canadian and foreign (whether national or multinational) statutory invention registrations, patents (including certificates of invention and other patent equivalents), patent applications, provisional patent applications and patents issuing therefrom, industrial designs, and industrial models, as well as all reissues, divisions, substitutions,

continuations, continuations-in-part, patent disclosures, extensions and reexaminations, and all rights therein provided by multinational treaties or conventions.

"***Periodic Taxes***" has the meaning set forth in Section 6.6.

"***Permitted Encumbrances***" means (i) statutory Liens for Taxes or governmental assessments, charges or claims the payment of which is not yet due, or for Taxes which are being contested in good faith by appropriate proceedings, such contested Taxes set forth in Section 1.1(d) of the Sellers Disclosure Letter, provided any such statutory Liens shall be discharged pursuant to the Sale Orders to the extent permitted by Law; (ii) any Liens imposed by any Bankruptcy Court in connection with the Bankruptcy Proceedings that are to be discharged from the Assets at Closing pursuant to the terms of the Sale Orders; (iii) any other Liens set forth in Section 1.1(d) of the Sellers Disclosure Letter; (iv) purchase money security interest interests on assets that are hereafter acquired by the Sellers; provided the same do not attach to or charge or encumber any other assets and (v) zoning, entitlement, building and land use regulations, minor defects of title, servitudes, easements, rights of way, restrictions and other similar charges or encumbrances which do not impair in any material respect the use or the value of the related assets in the Business as currently conducted.

"***Person***" means an individual, a partnership, a corporation, an association, a limited or unlimited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or other legal entity or Government Entity.

"***Petition Date***" has the meaning set forth in the recitals to this Agreement.

"***Plan Failure***" has the meaning set forth in the Stalking Horse and SISP Order.

"***Post-Closing Tax Period***" has the meaning set forth in Section 6.6.

"***Pre-Closing Tax Period***" has the meaning set forth in Section 6.6.

"***Products***" means any and all products that are developed, manufactured, marketed or sold by or on behalf of the Sellers as part of the Business.

"***Property***" means any interest in any kind of property or asset, whether real (including chattels real), personal or mixed, movable or immovable, tangible or intangible.

"***Public Documents***" means (i) the annual information form for Catalyst dated February 29, 2012; (ii) management's discussion and analysis for Catalyst for the year ended December 31, 2011; (iii) the audited consolidated financial statements of Catalyst as at and for the year ended December 31, 2011, together with the auditors' reports thereon; and (iv) all material change reports filed by Catalyst since December 31, 2011.

"***Purchase Price***" has the meaning set forth in Section 2.2(a).

"***Purchased Deposits***" means all deposits (including customer deposits and security deposits for rent, electricity and otherwise) and prepaid charges and expenses of Sellers, including the right to receive any refund of any unutilized amounts thereof, other than any

deposits or prepaid charges and expenses paid in connection with or relating exclusively to any Excluded Assets.

"***Purchaser***" has the meaning set forth in the preamble to this Agreement.

"***Purchaser Disclosure Letter***" means the disclosure schedule delivered by the Purchaser to the Sellers in accordance with Section 1.2(f).

"***Qualifying Jurisdictions***" means each of the Provinces of Canada and the United States to the extent permitted under applicable state securities or blue sky laws.

"***Regulatory Approvals***" means the Antitrust Approvals and the ICA Approval.

"***Release***" means any release, spill, emission, discharge, leaking, pouring, emptying, escaping, dumping, injection, deposit, disposal, dispersal, leaching or migration into the indoor or outdoor environment (including, without limitation, ambient air, surface water, groundwater and surface or subsurface strata) or into or out of any property.

"***Remedial Obligations***" means obligations existing under applicable Law which require one or more Sellers to take action or to cause action to be taken in order to remediate any Property contaminated by or otherwise exposed to any Hazardous Materials.

"***Restructuring and Support Agreement***" means the Restructuring and Support Agreement, dated March 11, 2012, among Catalyst, certain of its Subsidiaries, and certain consenting noteholders

"***Sale Orders***" has the meaning set forth in Section 5.1(c).

"***SEC***" means the United States Securities and Exchange Commission.

"***Securities Commissions***" means, collectively, the SEC and the securities commissions or similar securities regulatory authorities of all of the Provinces of Canada.

"***Securities Laws***" means all applicable securities laws in each of the Qualifying Jurisdictions and the respective regulations and rules under such laws together with applicable published policy statements of the Canadian Securities Administrators and the securities regulatory authorities in the Qualifying Jurisdictions, and the applicable rules and policies of the TSX.

"***Security Agreement***" means the security agreement between certain of the Sellers and the Collateral Trustee dated as of March 10, 2010.

"***Seller Employee Plan***" means any "employee benefit plan" within the meaning of Section 3(3) of ERISA (whether or not covered by ERISA) and any other employee benefit or compensation plan, program or arrangement, whether written or oral, including any profit sharing, savings, bonus, performance awards, change of control, incentive compensation, deferred compensation, stock purchase, stock option, vacation, leave of absence, employee assistance, automobile leasing/subsidy/allowance, meal allowance, redundancy or severance,

relocation, family support, pension, supplemental pension, retirement, retirement savings, post retirement, medical, health, hospitalization or life insurance, disability, sick leave, retention, education assistance, expatriate assistance, compensation arrangement, including any base salary arrangement, overtime, on-call or call-in policy or death benefit plan, program or arrangement or any other similar plan, program, arrangement or policy that is maintained or otherwise contributed to, or required to be maintained or contributed to, by or on behalf of the Sellers or any of their Subsidiaries or Affiliates with respect to Employees, former Employees, retirees or their respective dependents or with respect to which any Seller or any Subsidiary of any Seller has any direct or contingent Liability, other than government sponsored pension, health care, social security, employment insurance, workers compensation, parental insurance, prescription drugs and similar plans.

"***Sellers***" has the meaning set forth in the preamble to this Agreement.

"***Sellers Disclosure Letter***" means the disclosure schedule delivered by the Sellers to the Purchaser in accordance with Section 1.2(f).

"***Senior Secured Notes***" means the notes issued pursuant to the Senior Secured Notes Indentures.

"***Senior Secured Notes Credit Bid***" has the meaning given to it in Section 2.2(a).

"***Senior Secured Notes Excluded Assets***" means those Assets of the Sellers which are not charged by the security granted to the Collateral Trustee by the Sellers to secure the Obligations owing in respect of the Senior Secured Notes Indentures and Senior Secured Notes, namely, the "Excluded Assets" as defined in the Senior Secured Note Indentures and any proceeds of the sale of such Excluded Assets.

"***Senior Secured Notes Indentures***" means (i) that certain Indenture, dated as of March 10, 2010, as amended, modified, supplemented or otherwise in effect from time to time, among Catalyst, as Issuer, the Guarantors, the Collateral Trustee and Wilmington Trust, National Association, as Trustee, together with all attendant notes, instruments, agreements and other documents, as the same have been amended, modified or supplemented from time to time, and (ii) that certain Indenture, dated as of May 19, 2010, as amended, modified, supplemented or otherwise in effect from time to time, among Catalyst, as Issuer, the Guarantors, the Collateral Trustee and Wilmington Trust, National Association, as Trustee, together with all attendant notes, instruments, agreements and other documents, as the same have been amended, modified or supplemented from time to time.

"***SISP***" means the sale and investor process in connection with the sale of the Assets.

"***Software***" means all computer software programs (whether in source code, object code, or other form) and software systems, including all websites, algorithms, databases, compilations and data, tool sets, compilers, higher level or "proprietary" languages, related documentation and technology, technical manuals and materials, and any rights relating to the foregoing.

"***Stalking Horse and SISP Orders***" means the order entered by the Canadian Court approving this Agreement to submit a bid to acquire substantially all of the assets of the Sellers on behalf of the Holders of the Senior Secured Notes and the SISP.

"***Straddle Period***" has the meaning set forth in Section 6.6.

"***Subsidiary***" of any Person means any Person Controlled by such first Person.

"***Successful Bid***" has the meaning set forth in the SISP.

"***Superior Alternative Offer***" means one or more credible, reasonably certain and financially viable Qualified Bids (as defined in the SISP) that do not, individually or in the aggregate, constitute a Superior Cash Offer but are approved by the Required Noteholders (as defined in the SISP).

"***Superior Cash Offer***" means one or more credible, reasonably certain and financially viable Qualified Bids that, individually or in the aggregate, would result in a cash distribution to the holders of the Senior Secured Notes of an amount exceeding the Purchase Price, including any subsequent bid by the Purchaser, on closing of the transaction contemplated by the Qualified Bid, which Qualified Bid also shall provide consideration sufficient to pay in full in cash on closing, or through the assumption of liabilities, (a) any claims ranking senior in priority to the Senior Secured Notes that are or would be payable in the CCAA Cases or Chapter 15 Cases with respect to the Sellers subject to the Qualified Bid, including the DIP Claims Amount, any other claims secured by the court ordered charges granted in the Amended and Restated Initial CCAA Order or any other order of the Canadian Court in the CCAA Cases and any claims in respect of assets of the Sellers to be acquired under the Qualified Bid that are Senior Secured Notes Excluded Assets; and (b) any amounts payable which are determined to have been incurred by the Sellers entirely (x) after the date of the Amended and Restated Initial CCAA Order and before the closing of a transaction hereunder; and (y) in compliance with the Amended and Restated Initial CCAA Order and other Orders made by the Canadian Court in the CCAA Cases with respect to the Sellers.

"***Superior Offer***" means either a Superior Cash Offer or a Superior Alternative Offer.

"***Tax***" means any domestic or foreign federal, state, local, provincial, territorial or municipal taxes or other impositions by any Government Entity, including Transfer Taxes and the following taxes and impositions: net income, gross income, capital, value added, goods and services, capital gains, alternative, net worth, harmonized sales, gross receipts, sales, use, ad valorem, business rates, transfer, franchise, profits, business, environmental, real or immovable property, municipal, school, Canada Pension Plan, withholding, workers' compensation levies, payroll, employment, unemployment, employer health, occupation, social security, excise, stamp, customs, and all other taxes, fees, duties, assessments, deductions, contributions, withholdings or charges of the same or of a similar nature, however denominated, together with any interest and penalties, additions to tax or additional amounts imposed or assessed with respect thereto.

"***Tax Act***" means the Income Tax Act (Canada) and the regulations promulgated thereunder, as amended from time to time.

"***Tax Authority***" means any local, municipal, governmental, state, provincial, territorial, federal, including any U.S., Canadian or other fiscal, customs or excise authority, body or officials anywhere in the world with responsibility for, and competent to impose, collect or administer, any form of Tax.

"***Tax Returns***" means all returns, reports (including elections, declarations, disclosures, statements, schedules, estimates and information returns) and other information filed or required to be filed with any Tax Authority relating to Taxes.

"***Third Party***" means any Person that is neither a Party nor an Affiliate of a Party.

"***Trade Secrets***" means trade secrets and other confidential or proprietary ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, information contained on drawings and other documents and information (including with respect to research, development and testing).

"***Trademarks***" means, together with the goodwill associated therewith, all U.S., Canadian, state, provincial and foreign trademarks, service marks, trade dress, logos, slogans, distinguishing guises and indicia, trade names (including all assumed or fictitious names under which the Business has been conducted), corporate names, business names, domain names, and any other indicia of source or sponsorship of goods or services, whether or not registered, including all common law rights, and registrations, applications for registration and renewals thereof, including all marks registered in the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the trademark offices of the states and territories of the U.S., and the trademark offices of other nations throughout the world and all rights therein, including those provided by multinational treaties or conventions.

"***Transaction Documents***" means this Agreement, the Ancillary Agreements and all other ancillary agreements to be entered into, or documentation delivered by, any Party and/or any Designated Purchaser pursuant to this Agreement.

"***Transfer Taxes***" means all goods and services, sales, excise, use, transfer, gross receipts, documentary, filing, recordation, value-added, stamp, stamp duty reserve, and all other similar taxes, duties or other like charges, however denominated (specifically including British Columbia property transfer tax and harmonized sales tax), in each case including interest, penalties or additions attributable thereto whether or not disputed, arising out of or in connection with the transaction, regardless of whether the Government Entity seeks to collect the Transfer Tax from the Sellers or the Purchaser.

"***Transferred Employee***" means a (i) Union Employee or (ii) a Non-Union Employee who accepts an offer of employment by, and commences employment with, the Purchaser or a Designated Purchaser, each in accordance with the terms of Section 7.1.

"***Transferred Employee Plan***" means all Seller Employee Plans listed on Section 1.1(a) of the Purchasers Disclosure Letter, (which schedule shall not include the Catalyst Paper Corporation Retirement Plan for Salaried Employees, nor any other registered pension plan, nor any Seller Employee Plans in respect of post-retirement benefits for the benefit of current and

former employees), and which schedule may be amended by the Purchaser in its sole discretion at any time prior to the Closing.

"***Transferred Intellectual Property***" means all Intellectual Property owned, used, or held for use by or on behalf of a Seller in the Business (or in any product, service, technology or process currently or formerly manufactured, produced, marketed, distributed or offered for sale by or on behalf of a Seller or currently under development by or on behalf of a Seller), including (i) the Patents listed in Section 1.1(e) of the Sellers Disclosure Letter, (ii) the Trademarks set forth in Section 1.1(f) of the Sellers Disclosure Letter, and (iii) any other Intellectual Property set forth in Section 1.1(g) of the Sellers Disclosure Letter.

"***Transferred Non-Union Employee***" means a Transferred Employee who is a Non-Union Employee.

"***TSX***" means the Toronto Stock Exchange.

"***Union***" means a union or employee association listed in Section 1.1(h) of the Sellers Disclosure Letter.

"***Union Employee***" means an Employee who is a member of a Union.

"***U.S.***" means the United States of America.

"***U.S. Bankruptcy Code***" has the meaning set forth in the recitals to this Agreement.

"***U.S. Bankruptcy Court***" has the meaning set forth in the recitals to this Agreement.

"***U.S. Debtors***" means the Debtors listed in Section 1.1(i) of the Sellers Disclosure Letter.

"***U.S. Sale Hearing***" has the meaning set forth in Section 5.1(c).

"***U.S. Sale Order***" has the meaning set forth in Section 5.1(c).

"***Wholly-Owned Subsidiary***" means any Subsidiary all of the capital stock in which is held directly or indirectly by the Purchaser.

1.2 Interpretation.

(a) Gender and Number. Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa.

(b) Certain Phrases and Calculation of Time. In this Agreement (i) the words "including" and "includes" mean "including (or includes) without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it, (ii) the terms "hereof", "herein", "hereunder" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections,

paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified, and (iii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from and including" and the words "to" and "until" each mean "to but excluding". If the last day of any such period is not a Business Day, such period will end on the next Business Day.

When calculating the period of time "within" which, "prior to" or "following" which any act or event is required or permitted to be done, notice given or steps taken, the date which is the reference date in calculating such period is excluded from the calculation. If the last day of any such period is not a Business Day, such period will end on the next Business Day.

(c) Headings, etc. The inclusion of a table of contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(d) Currency. All monetary amounts in this Agreement, unless otherwise specifically indicated, are stated in U.S. currency. All calculations and estimates to be performed or undertaken, unless otherwise specifically indicated, are to be expressed in U.S. currency. All payments required under this Agreement shall be paid in U.S. currency in immediately available funds, unless otherwise specifically indicated herein. Where another currency is to be converted into U.S. currency it shall be converted on the basis of the exchange rate published in the Wall Street Journal for the day in question.

(e) Statutory References. Unless otherwise specifically indicated, any reference to a statute in this Agreement refers to that statute and to the regulations made under that statute as in force from time to time.

(f) Exhibits and Schedules. All Exhibits, the Purchaser Disclosure Letter and the Sellers Disclosure Letter annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set in full herein. Any capitalized terms used in any Exhibit, the Purchaser Disclosure Letter or the Sellers Disclosure Letter but not otherwise defined therein shall be defined as set forth in this Agreement.

ARTICLE II
PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale.

(a) Assets. Subject to the terms and conditions of this Agreement, at the Closing, the Purchaser shall, and shall cause the relevant Designated Purchasers to, purchase or be assigned and assume from the relevant Sellers, and each Seller shall sell, transfer, assign, convey and deliver to the Purchaser or the relevant Designated Purchasers all of its right, title and interest in and to the properties and assets of Sellers (other than the Excluded Assets) of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, leased, licensed, used or held for use in or relating to the Business (herein collectively called the "***Assets***") free and clear of all

Liens and Claims (other than Permitted Encumbrances, except for those Permitted Encumbrances that are to be expunged and discharged pursuant to the Sale Orders) pursuant to the Sale Orders, when granted, including, but not limited to, all right, title and interest of each Seller in, to and under:

(i) other than the Senior Secured Notes Excluded Assets, all cash and cash equivalents, including bank balances, term deposits, supplier deposits and similar instruments, including restricted cash supporting letters of credit;

(ii) accounts receivable, trade accounts, credit receivables, notes receivable, book debts and other debts due or accruing due to any Seller as of the Closing;

(iii) any refunds due from, or payments due on, claims with the insurers of any of the Sellers in respect of losses arising prior to the Closing;

(iv) the Inventory;

(v) the Equipment;

(vi) the Owned Real Property and Leased Real Property;

(vii) the Assigned Contracts;

(viii) the Business Information, subject to Sections 2.1(b)(iii) and 2.1(b)(iv);

(ix) Employee Records, except Employee Records for Employees or former employees who are not Transferred Employees;

(x) the Transferred Intellectual Property;

(xi) to the extent related to the Assets and except as set forth in Section 2.1(b)(v) and Section 2.1(b)(vii), all rights, claims or causes of action of Sellers against Third Parties arising out of events occurring prior to the Closing, including and, for the avoidance of doubt, arising out of events occurring prior to the Petition Date, and including any rights under or pursuant to any and all warranties, representations and guarantees made by suppliers, manufacturers and contractors relating to products sold, or services provided, to Sellers;

(xii) any proprietary rights in Internet protocol addresses, ideas, concepts, methods, processes, formulae, models, methodologies, algorithms, reports, data, customer lists, mailing lists, business plans, market surveys, market research studies, websites, information contained on drawings and other documents, information relating to research, development or testing, and documentation and media constituting, describing or relating to the Intellectual Property, including memoranda, manuals, technical specifications and other records wherever created throughout the world;

(xiii) the Consents of Government Entities (including those listed in Section 2.1(a)(xiii) of the Sellers Disclosure Letter) to the extent transferable at Law;

(xiv) all Products, including all products in development by Sellers;

(xv) all pre-paid expenses of the Business, including any deposits, but not including any rights described in Section 2.1(b)(xi) or amounts in respect of Taxes described in Section 6.6;

(xvi) all telephone, telex and telephone facsimile numbers and other directory listings and e-mail and website addresses used in connection with the Business;

(xvii) all Purchased Deposits;

(xviii) all goodwill associated with the Business or the Assets, including (i) the right to carry on the Business under the name "Catalyst Paper" (ii) all domain names of the Sellers and (iii) all customer lists, files, data and information relating to past and present customers and prospective customers of the Business;

(xix) copies of Tax records related to the Assets and the Business;

(xx) the equity interests listed in Section 2.1(a)(xx) of the Purchaser Disclosure Letter;

(xxi) all amounts remaining in the trust accounts referred to in Section 2.1(b)(xi) following payments of the reasonable fees and disbursements contemplated by such Section;

(xxii) all rights to Tax refunds, credits or similar benefits relating to the Assets or the Business which have not been received by the Sellers as of the Closing Date or have not otherwise been applied by a Tax Authority against any Seller's Taxes;

(xxiii) all rights and assets under any Transferred Employee Plan; and

(xxiv) all other assets (including manufacturing and intangible assets) of the Sellers not specifically included in the definition of Excluded Assets.

(b) Excluded Assets. Notwithstanding anything in this Section 2.1 or elsewhere in this Agreement or in any of the Transaction Documents to the contrary, the Sellers shall retain their respective right, title and interest in and to, and the Purchaser and the Designated Purchasers shall not acquire and shall have no rights with respect to the right, title and interest of the Sellers in and to, the following assets (collectively, the "***Excluded Assets***"):

(i) other than the Assigned Contracts, any rights of the Sellers under any Contract or Lease (including, for the avoidance of doubt, the Excluded Seller Contracts and the Non-Assigned Contracts);

(ii) other than the Sellers listed on Section 2.1(a)(xx) of the Purchaser Disclosure Letter, the minute books and stock ledgers of the Sellers;

(iii) (A) any books, records, files, documentation or literature other than the Business Information, and (B) the Employee Records for Employees or former employees who are not Transferred Employees;

(iv) all rights of the Sellers under this Agreement and the Ancillary Agreements;

(v) all rights and claims of the Sellers against any director, officer, or shareholder (direct or indirect) of the Sellers or any Affiliates of the Debtors;

(vi) all intercompany rights and claims between any Sellers or any other Debtor;

(vii) (A) all of the rights and claims of the U.S. Debtors available to the U.S. Debtors under the U.S. Bankruptcy Code, of whatever kind or nature, as set forth in Sections 544 through 551, inclusive, 553, 558 and any other applicable provisions of the U.S. Bankruptcy Code, and any related claims and actions arising under such Sections by operation of Law or otherwise, including any and all proceeds of the foregoing, and (B) any equivalent rights and claims of the Debtors under the CCAA or other Laws;

(viii) all records prepared in connection with the sale of the Assets to the Purchaser and the Designated Purchasers;

(ix) subject to Section 2.1(a)(xx), all shares, stock or other equity interests in any Person;

(x) any assets set forth on Section 2.1(b)(x) of the Purchaser Disclosure Letter, which schedule may be amended by the Purchaser in its sole discretion: (A) if there is an Auction, one Business Day prior to the Auction or (B) if there is no Auction, at any time prior to the Closing;

(xi) deposits held in trust accounts to secure payment of the reasonable fees and disbursements of the professional advisors of the Debtors and of the Monitor;

(xii) following the Closing, copies of any book, record, literature, list and any other written or recorded information constituting Business Information (the original of which has already been assigned or transferred to Purchaser or a Designated Purchaser) to which the Sellers in good faith determine they are reasonably likely to need access for bona fide Tax or legal purposes; and

(xiii) any proceeds that are Senior Secured Notes Excluded Assets resulting from the sale of any Senior Secured Notes Excluded Assets.

(c) Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall, and shall cause the relevant Designated Purchasers to, assume and become responsible for, and perform, discharge and pay when due, the following Liabilities (the "***Assumed Liabilities***"):

(i) all Liabilities of the Sellers under the Assigned Contracts arising after the Closing;

(ii) all Liabilities for, or related to any obligation for, any Tax that the Purchaser or any Designated Purchaser bears under ARTICLE VI (including, for the avoidance of doubt, Transfer Taxes imposed in connection with this Agreement and the transactions contemplated hereunder or any other Transaction Document and the transactions contemplated thereunder);

(iii) all Liabilities under any Transferred Employee Plan;

(iv) any obligation to provide continuation coverage pursuant to COBRA or any similar Law under any Transferred Employee Plan that is a "group health plan" (as defined in Section 5000(b)(1) of the Code) to Transferred Employees and/or their qualified beneficiaries who have a qualifying event after such Transferred Employees' Employee Transfer Time or as otherwise required by applicable law;

(v) all Liabilities with respect to the post-Closing operation of the Business or ownership of the Assets;

(vi) if not paid for in cash as part of the Purchase Price or otherwise paid or satisfied as of the Closing, (A) any claims ranking senior in priority to the Senior Secured Notes that are or would be payable in the CCAA Cases or Chapter 15 Cases with respect to the Assets, including the DIP Claims Amount and other claims secured by the court ordered charges granted in the Amended and Restated CCAA Initial Order or any other order of the Canadian Court in the CCAA Cases; and (B) any amounts payable which are determined to have been incurred by the Sellers entirely (x) after the date of the Amended and Restated CCAA Initial Order and before the Closing; and (y) in compliance with the Amended and Restated CCAA Initial Order and other Orders made by the Canadian Court in the CCAA Cases with respect to the Sellers; and

(vii) all Liabilities in respect of Consents arising and relating to the period from and after the Closing Date, including filing and other fees related thereto.

(d) Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, other than the Assumed Liabilities, neither the Purchaser nor any of the Designated Purchasers shall assume or shall be obligated to assume or be obligated to

pay, perform or otherwise discharge any Liability of the Sellers or their Affiliates, and the Sellers shall be solely and exclusively liable with respect to all Liabilities of the Sellers (collectively, the "***Excluded Liabilities***"). For the avoidance of doubt, the Excluded Liabilities include, but are not limited to, the following:

(i) any Liability of the Sellers or their directors, officers, stockholders or agents (acting in such capacities), arising out of, or relating to, this Agreement or the transactions contemplated by this Agreement, whether incurred prior to, at or subsequent to the Closing Date, including, without limitation, all finder's or broker's fees and expenses and any and all fees and expenses of any representatives of Sellers;

(ii) any Liability relating to (A) events or conditions occurring or existing in connection with, or arising out of, the Business as operated prior to the Closing, or (B) the ownership, possession, use, operation or sale or other disposition prior to the Closing of any Assets (or any other assets, properties, rights or interests associated, at any time prior to the Closing, with the Business);

(iii) any Liability relating to the Assets based on events or conditions occurring or existing prior to the Closing Date and connected with, arising out of or relating to: (A) Hazardous Materials or Environmental Laws, (B) claims relating to employee health and safety, including claims for injury, sickness, disease or death of any Person or (C) compliance with any applicable Law relating to any of the foregoing; in each case except for any such Liability that may not be discharged by the Sale Orders;

(iv) any Liability of Sellers under Title IV of ERISA;

(v) any pension or post-retirement Liability of Sellers to their current or former employees which are accrued as of the Closing, whether or not under any Seller Employee Plans, except with respect to any Transferred Employee Plan;

(vi) any Liability for Taxes, other than as set forth in Section 2.1(c)(ii);

(vii) any Liability relating to or arising out of the ownership or operation of an Excluded Asset; and

(viii) other than as expressly set forth herein as an Assumed Liability, any indebtedness of any of the Sellers.

(e) Designation of Designated Seller Contracts; Cure Costs.

(i) Section 2.1(e)(i) to the Sellers Disclosure Letter (as such schedule may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement, the "***Contract & Cure Schedule***"), contains a list of each Designated Seller Contract and the Sellers' good faith estimate of the amount of Cure Costs applicable to each such Designated Seller

Contract (and if no Cure Cost is estimated to be applicable with respect to any particular Contract, the amount of such Cure Cost has been designated for such Contract as "$0.00"). From the date the Contract & Cure Schedule is provided through (and including) the Designation Deadline, promptly following any changes to the information set forth on such Schedule (including any new Designated Seller Contracts included in the Assets to which a Seller becomes a party and any change in the Cure Cost of any such Contract), the Sellers shall provide the Purchaser with a schedule that updates and corrects the Contract & Cure Schedule. The Purchaser may, at any time and from time to time through (and including) the Designation Deadline, include or exclude any Designated Seller Contract from the Contract & Cure Schedule and require the Sellers to give notice to the Third Parties to any such Contract of the Sellers' assumption and assignment thereof to the Purchaser and the amount of Cure Costs associated with such Designated Seller Contract or the rejection thereof. If any Designated Seller Contract is added to (or excluded from) the Contract & Cure Schedule as permitted by this Section 2.1(e)(i), then the Purchaser and the Sellers shall make appropriate additions, deletions or other changes to any applicable Schedule to reflect such addition or exclusion.

(ii) The Sellers shall be responsible for the verification of all Cure Costs for each Designated Seller Contract and shall use commercially reasonable efforts to establish the proper Cure Costs, if any, for each Designated Seller Contract prior to the Closing Date.

(iii) To the extent that any Designated Seller Contract requires the payment of Cure Costs in order to be assigned and assumed pursuant to Section 363 and 365 of the U.S. Bankruptcy Code or Section 11.3 of the CCAA, at the Closing, the Cure Costs related to such Designated Seller Contract shall be paid by the Sellers to the extent of available cash on the Sellers' balance sheet on the Closing Date. The Purchaser shall not be required to make any payment for Cure Costs for, or otherwise have any Liabilities with respect to, any Contract that is not a Designated Seller Contract.

(iv) With respect to each Assigned Contract, the Sellers will satisfy any and all Cure Costs on or prior to the Closing to the extent of available cash on the Sellers' balance sheet on the Closing Date and the Purchaser will provide adequate assurance of future performance on its behalf and on behalf of its Designated Purchasers as required under the U.S. Bankruptcy Code, including Section 365(f)(2)(B) thereof, and under Section 11.3 of the CCAA and shall cause its Designated Purchasers to perform thereunder as required. The Purchaser and the Sellers agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under each Assigned Contract, such as furnishing affidavits, non-confidential financial information or other documents or information for filing with the Bankruptcy Courts and making the Purchaser's and the Sellers' employees and representatives available to testify before the Bankruptcy Courts, as necessary.

(v) To the extent that any Designated Seller Contract is not capable of being assigned under Section 365 of the U.S. Bankruptcy Code or Section 11.3 of the CCAA (or, if inapplicable, pursuant to other applicable Laws or the terms of such Contract, Lease, or Consent) to the Purchaser or a Designated Purchaser at the Closing without the Consent of the issuer thereof or the other party thereto or any Third Party (including a Government Entity), and such Consent has not been obtained (collectively, the "***Non-Assignable Contracts***"), this Agreement will not constitute an assignment thereof, or an attempted assignment, unless any such Consent is obtained. Any payment to be made in order to obtain any Consent required by the terms of any Non-Assignable Contract shall be the sole responsibility of the Sellers. If, after giving effect to the provisions of Sections 363 and 365 of the U.S. Bankruptcy Code and Section 11.3 of the CCAA, such Consent is required but not obtained, the Sellers shall, at the Purchaser's sole cost and expense, cooperate with the Purchaser in any reasonable arrangement, including the Purchaser's provision of credit support, designed to provide for the Purchaser the benefits and obligations of or under any such Designated Seller Contract, including enforcement for the benefit of the Purchaser of any and all rights of the Sellers against a third party thereto arising out of the breach or cancellation thereof by such third party; provided, that nothing in this Section 2.1(e) shall (x) require the Sellers to make any significant expenditure or incur any significant obligation on their own or on the Purchaser's behalf or (y) prohibit the Sellers from ceasing operations or winding up its affairs following the Closing. Any assignment to the Purchaser of any Designated Seller Contract that shall, after giving effect to the provisions of Sections 363 and 365 of the U.S. Bankruptcy Code and Section 11.3 of the CCAA, require the Consent of any third party for such assignment as aforesaid shall be made subject to such Consent being obtained. Any contract that would be a Designated Seller Contract but is not assigned in accordance with the terms of this Section 2.1(e) shall not be considered a "Designated Seller Contract" for purposes hereof unless and until such contract is assigned to the Purchaser following the Closing Date upon receipt of the requisite consents to assignment and Bankruptcy Court approval.

(vi) Prior to the hearings for the entry of the Sale Orders, the Purchaser shall take such actions as are reasonably requested to provide adequate assurances of its and the relevant Designated Purchasers' future performance under each applicable Designated Seller Contract to the parties thereto in satisfaction of Section 365(f)(2)(B) of the U.S. Bankruptcy Code or Section 11.3 of the CCAA, as applicable.

2.2 Purchase Price.

(a) Purchase Price. Pursuant to the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Assets pursuant to the terms hereof, the Purchaser, on its own behalf and as agent for the relevant Designated Purchasers, shall (i) assume from the Sellers and become obligated to pay, perform and discharge, when due, the Assumed Liabilities, (ii) pay to the Sellers an amount equal to Two Hundred Seventy-Five Million Dollars ($275,000,000) which the Purchaser, on its

own behalf and as agent for the relevant Designated Purchasers, shall pay and deliver at the Closing in accordance with Section 2.3(a) ((i) and (ii), collectively, the "***Purchase Price***"). The Purchase Price shall be payable, as determined by the Purchaser, in the form of: (A) a credit bid of an amount of the Obligations then outstanding under the Senior Secured Notes Indentures, *provided* that any such credit bid shall be effected by the Trustee and the Collateral Trustee pursuant to the Bid Direction Letter (the "***Senior Secured Notes Credit Bid***"), and (B) the payment in full in cash or through the assumption of liabilities, as provided in Section 2.1(c)(vi), in an amount at least equal to: (I) any claims ranking senior in priority to the Senior Secured Notes that are or would be payable in the CCAA Cases or Chapter 15 Cases with respect to Assets, including the DIP Claims Amount and other claims secured by the court ordered charges granted in the Amended and Restated CCAA Initial Order or any other order of the Canadian Court in the CCAA Cases; (II) the purchase price for any Assets that are Senior Secured Notes Excluded Assets and (III) any amounts payable which are determined to have been incurred by the Sellers entirely (x) after the date of the Amended and Restated CCAA Initial Order and before the Closing; and (y) in compliance with the Amended and Restated CCAA Initial Order and other Orders made by the Canadian Court in the CCAA Cases with respect to the Sellers.

(b) Purchase Price Allocation. Other than with respect to the allocations of the Purchase Price set forth in any Ancillary Agreements relating to the Owned Real Estate, which will be agreed to prior to the Closing, within sixty (60) Days after the Closing Date, the Purchaser shall deliver to the Sellers and to the Monitor allocation schedule(s) (the "***Asset Allocation Schedule(s)***") allocating the Purchase Price (including specific allocation of the Assumed Liabilities that are liabilities for federal income Tax purposes) on a dollar basis among the Sellers and the Assets. The Asset Allocation Schedule(s) shall be reasonable and, to the extent applicable, shall be prepared in accordance with Section 1060 of the Code and the regulations thereunder. The Purchaser and the Sellers will each file IRS Form 8594, to the extent applicable, and all Tax Returns, in accordance with the Asset Allocation Schedule(s). To the extent applicable, the Purchaser, on the one hand, and the Sellers, on the other hand, each agrees to provide the other promptly with any other information reasonably required to complete IRS Form 8594.

2.3 Closing.

(a) The completion of the purchase and sale of the Assets and the assumption of the Assumed Liabilities (the "***Closing***") shall take place at the offices of the Sellers' counsel, Blake, Cassels & Graydon LLP, 2600-595 Burrard Street, Vancouver, British Columbia, commencing at 10:00 a.m. local time on a mutually agreed upon date no later than two (2) Business Days after the day upon which all of the conditions set forth under ARTICLE VIII (other than conditions to be satisfied at the Closing, but subject to the waiver or fulfillment of those conditions) have been satisfied or, if permissible, waived by the Sellers and/or the Purchaser (as applicable), or on such other place, date and time as shall be mutually agreed upon in writing by the Purchaser and the Sellers (the day on which the Closing takes place being the "***Closing Date***"). Legal title, equitable title and risk of loss with respect to the Assets will transfer to the Purchaser or the relevant

Designated Purchaser, and the Assumed Liabilities will be assumed by the Purchaser and the relevant Designated Purchasers, at the Closing.

(b) At the Closing:

(i) the Purchaser shall (A) pay to, or cause to be paid to, as directed by the Sellers, the cash portion of the Purchase Price, if any, by wire transfer of immediately available funds to an account designated by the Sellers; and/or (B) cause the Collateral Trustee to credit bid all or a portion of the aggregate Obligations then outstanding under the Senior Secured Notes; *provided that*, contemporaneous with the Closing, all cash and cash equivalents on the balance sheet of the Sellers (other than any cash and cash equivalents that are proceeds, that are not collateral of the DIP Lenders, resulting from the sale of any Assets that are not collateral of the DIP Lenders) shall be used to satisfy or pay down to the extent of such cash the DIP Claims Amount, the Government Priority Claims, the Administration Charge, the D&O Charge, the KERP Charge, the Financial Advisor Charge, the Critical Supplier's Charge and any other part of the cash portion of the Purchase Price.

(ii) the Sellers and the Purchaser shall, and the Purchaser shall cause the Designated Purchasers to, deliver duly executed copies of and enter into the Ancillary Agreements to which it is contemplated that they will be parties, respectively;

(iii) the Sellers and the Purchaser shall, and the Purchaser shall cause the Designated Purchasers to, deliver the officer's certificates required to be delivered pursuant to Section 8.2(a), Section 8.2(b), Section 8.3(a), Section 8.3(b) and Section 8.3(d), as applicable.

(iv) the Sellers shall deliver (A) a certified copy of the Sale Orders and (B) with respect to the Owned Real Property, any existing surveys, legal descriptions and title policies in the possession of the Sellers;

(v) any Seller transferring a "United States Real Property Interest" as defined by Section 897(c) of the Code shall deliver to the Purchaser a duly executed and acknowledged certificate, in form and substance acceptable to the Purchaser and in compliance with the Code and the treasury regulations thereunder, certifying such facts as necessary to establish that the sale of the United States Real Property Interest is exempt from withholding under Section 1445 of the Code; and

(vi) each Party shall deliver, or cause to be delivered, to the other any other documents reasonably requested by such other Party in order to effect, or evidence the consummation of, the transactions contemplated herein or otherwise provided for under this Agreement.

2.4 Designated Purchaser(s). The Purchaser shall be entitled to designate, in accordance with the terms and subject to the limitations set forth in this Section 2.4, one or more

Wholly-Owned Subsidiaries or Affiliates to (i) purchase specified Assets (including specified Assigned Contracts), (ii) assume specified Assumed Liabilities, and/or (iii) employ specified Transferred Employees on and after the Closing Date (any such Wholly-Owned Subsidiary or Affiliate of the Purchaser that shall be properly designated by the Purchaser in accordance with this clause, a "***Designated Purchaser***"). No such designation shall relieve the Purchaser of any of its obligations hereunder, and the Purchaser and each Designated Purchaser shall be jointly and severally liable for any obligations assumed by any of them hereunder. Any reference to the Purchaser made in this Agreement in respect of any purchase, assumption or employment referred to in Section 2.4(i) to (iii) shall include reference to the appropriate Designated Purchaser, if any. The above designation shall be made by the Purchaser by way of a written notice to be delivered to the Sellers in no event later than the tenth (10th) Business Day prior to Closing which written notice shall contain appropriate information about the Designated Purchaser(s) and shall indicate which Assets, Assumed Liabilities and Transferred Employees (other than Employees which are transferred by operation of Law) the Purchaser intends such Designated Purchaser(s) to purchase, assume and/or employ, as applicable, hereunder and include a signed counterpart to this Agreement in a form acceptable to the Sellers, agreeing to be bound by the terms of this Agreement and authorizing the Purchaser to act as such Designated Purchaser(s)' agent for all purposes hereunder.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Sellers as follows:

3.1 Organization and Corporate Power.

(a) The Purchaser is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. Each Designated Purchaser other than the Purchaser is (or will be if not yet formed or incorporated) duly organized and validly existing under the Laws of the jurisdiction in which it is organized. Each of the Purchaser and the Designated Purchasers has (or will have if not yet formed or incorporated) the requisite corporate power and authority to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is or will become a party.

(b) The Purchaser and each of the Designated Purchasers is (or will be if not yet formed or incorporated) qualified to do business as contemplated by this Agreement and the other Transaction Documents and to own or lease and operate its properties and assets, including the Assets, except to the extent that the failure to be so qualified would not materially hinder, delay or impair the Purchaser's or any such Designated Purchaser's ability to carry out its obligations under, and to consummate the transactions contemplated by, this Agreement and the Ancillary Agreements to which it is or will become a party.

3.2 Authorization; Binding Effect; No Breach.

(a) The execution, delivery and performance of each Transaction Document to which the Purchaser or any of the Designated Purchasers is a party, or is to be a party

to, have been duly authorized by the Purchaser and the relevant Designated Purchasers, as applicable, at the time of its execution and delivery. Assuming due authorization, execution and delivery by the relevant Sellers, each Transaction Document to which the Purchaser or any Designated Purchaser is a party constitutes, or upon execution thereof will constitute, a valid and binding obligation of the Purchaser or such Designated Purchaser, as applicable, enforceable against such Person in accordance with its respective terms, except as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights generally or general principles of public policy.

(b) The execution, delivery and performance by each of the Purchaser and the Designated Purchasers of the Transaction Documents to which the Purchaser or such Designated Purchaser is, or on the Closing Date will be, a party do not and will not conflict with or result in a breach of the terms, conditions or provisions of, constitute a default under, result in a violation of, or require any Consent (other than the Regulatory Approvals or other action by or declaration or notice to any Government Entity) pursuant to (i) the articles, charter, by-laws, partnership agreement or operating agreement of the Purchaser or the relevant Designated Purchaser, (ii) any Contract or other document to which the Purchaser or the relevant Designated Purchaser is a party or to which any of its assets is subject or (iii) any Laws to which the Purchaser, the Designated Purchaser, or any of their assets is subject, except, in the case of (ii) and (iii) above, for such defaults, violations, actions and notifications that would not individually or in the aggregate materially hinder, delay or impair the performance by the Purchaser or the Designated Purchasers of any of their obligations under any Transaction Document.

3.3 No Other Representations or Warranties. Notwithstanding anything contained in this Agreement to the contrary, the Purchaser acknowledges and agrees that none of the Sellers, their Affiliates or any other Person is making any representations or warranties whatsoever, express or implied, beyond those expressly given by the Sellers in ARTICLE IV (as modified by the Sellers Disclosure Letter), or with respect to any other information provided to the Purchaser in connection with the transactions contemplated hereby, including without limitation as to the probable success or profitability of the ownership, use or operation of the Business and the Assets after Closing. The Purchaser further represents that none of the Sellers, their Affiliates or any other Person has made any representation or warranty, express or implied as to the accuracy or completeness of any information regarding the Sellers, the Business or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and none of the Sellers, their Affiliates or any other Person will have or be subject to liability to the Purchaser or any other Person resulting from the distribution to the Purchaser or its representatives or the Purchaser's use of, any such information, including data room information provided to the Purchaser or its representatives, in connection with the sale of the Business. The Purchaser acknowledges that it has conducted to its satisfaction its own independent investigation of the Business and the Assets and, in making the determination to proceed with the transactions contemplated by this Agreement, the Purchaser has relied on the results of its own independent investigation.

3.4 As Is Transaction. THE PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ARTICLE IV OF

THIS AGREEMENT, THE SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSETS OR THE BUSINESS. WITHOUT IN ANY WAY LIMITING THE FOREGOING, THE PURCHASER ACKNOWLEDGES THAT THE SELLERS HAVE NOT GIVEN, WILL NOT BE DEEMED TO HAVE GIVEN AND HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ASSETS. ACCORDINGLY, THE PURCHASER SHALL ACCEPT THE ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

3.5 Brokers. Except for fees and commissions that will be paid by the Purchaser, no broker, finder or investment banker is entitled to any brokerage, finder's or similar fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents based upon arrangements made by or on behalf of the Purchaser or any of its Affiliates.

3.6 GST/HST Registration. The Purchaser, if it is acquiring Assets in Canada, and each Designated Purchaser that acquires Assets in Canada shall be duly registered as of the Closing for the purposes of the Tax imposed under Part IX of the Excise Tax Act (Canada) and shall provide to the Sellers its registration numbers under those statutes no later than ten (10) days prior to Closing.

3.7 Credit Bid. The Trustee and the Collateral Trustee have been directed in writing by holders of such majority of the Obligations as is required in accordance with the Senior Secured Notes Indentures, the Security Agreement and the Collateral Trust Agreement to make the Senior Secured Notes Credit Bid as described in Section 2.2(a) and pursuant to Section 363 of the U.S. Bankruptcy Code or other applicable law in order to pay the Senior Secured Note Credit Bid portion of the Purchase Price. A copy of the Bid Direction Letter will be delivered within 2 days of the Plan Failure Date (as defined in the Restructuring and Support Agreement).

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as set forth in the Sellers Disclosure Letter, each of the Sellers jointly and severally represents and warrants to the Purchaser as follows:

4.1 Organization and Corporate Power.

(a) Each Seller is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. Each Seller is in good standing in each of the jurisdictions in which the ownership or leasing of its properties or the conduct of its businesses requires such qualification, except where the failure to so qualify or be licensed would not have a Material Adverse Effect. Subject to the entry of the Stalking Horse and SISP Orders and the Sale Orders in the U.S. Bankruptcy Court and the Canadian Court in connection with the transactions contemplated hereby and in the other Transaction Documents (collectively, the "***Bankruptcy Consents***"), each of the Sellers has the requisite corporate or partnership power and authority to own or lease and to

operate and use the Assets and carry on the Business as now conducted and to enter into, deliver and perform its obligations pursuant to each of the Transaction Documents to which it is or will become a party.

(b) Each of the Sellers is qualified to do business and to own and operate its assets, including the Assets, as applicable in each jurisdiction in which its ownership of property or conduct of business relating to the Business requires it to so qualify, except to the extent that the failure to be so qualified would not have, or reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

4.2 Subsidiaries and Investments. Except as set forth in Section 4.2 of the Sellers Disclosure Letter, Sellers do not, directly or indirectly, own, of record or beneficially, any outstanding voting securities, membership interests or other equity interest in any Person.

4.3 Authorization; Binding Effect; No Breach.

(a) Subject to the receipt of the Bankruptcy Consents, the execution, delivery and performance of this Agreement by each Seller has been duly authorized by such Seller. Subject to receipt of the Bankruptcy Consents, and assuming due authorization, execution and delivery by the Purchaser, this Agreement will constitute, a legal, valid and binding obligation of each Seller, enforceable against it in accordance with its terms.

(b) Except as set forth in Section 4.3(b) of the Sellers Disclosure Letter, the execution, delivery and performance by each Seller of the Transaction Documents to which such Seller is, or on the Closing Date will be, a party do not and will not conflict with or result in a breach of the terms, conditions or provisions of, constitute a default under, result in a violation of, result in the creation or imposition of any Lien upon any of the Assets, or require any Consent (other than the Regulatory Approvals and the Bankruptcy Consents) or other action by or declaration or notice to any Government Entity pursuant to (i) the articles, charter, by-laws, partnership agreement or operating agreement of the relevant Sellers, (ii) any Material Contract to which the relevant Seller is a party or to which any of its assets is subject, (iii) any material Order to which any of the Sellers or any of the Assets are subject, or (iv) any material Laws to which any of the Sellers or any of the Assets are subject.

4.4 Title to Tangible Assets; Sufficiency of Assets.

(a) Immediately prior to Closing, the Sellers will have, and, upon delivery to Purchaser on the Closing Date of the instruments of transfer contemplated by Section 2.3(b), and subject to the terms of the Sale Orders, the Sellers will thereby transfer to the Purchaser good, legal, and valid title to, or, in the case of property leased or licensed by the Sellers, a valid leasehold or licensed interest in, all of the Assets, free and clear of all Liens, except (i) as set forth in Section 4.4(a) of the Sellers Disclosure Letter, (ii) for the Assumed Liabilities and (iii) for Permitted Encumbrances.

(b) The Assets constitute the assets that are necessary and sufficient to conduct the Business substantially in the manner conducted as of the date hereof, except

(i) Excluded Seller Contracts, (ii) the Excluded Assets and (iii) the services of Employees who are not Transferred Employees.

4.5 Securities Filings.

(a) Catalyst is a reporting issuer, or holds equivalent status, under the Securities Laws of each of the Provinces of Canada and is in compliance with its obligations under Section 85 of the Securities Act (British Columbia) and under Sections National Instrument 51-102 and under similar provisions in the Securities Laws of the other Qualifying Jurisdictions.

(b) Each of the consolidated financial statements of Catalyst contained in the Public Documents, including each Public Document filed after the date hereof until the Closing Date, (i) complies or, when filed, will comply as to form in all material respects with the Securities Laws, (ii) has been or, when filed, will have been prepared in accordance with GAAP applied on a consistent basis throughout the periods involved (except as may be indicated in the notes thereto or, in the case of unaudited interim financial statements, as may be permitted by applicable Securities Laws) and (iii) fairly presents, or when filed will fairly present, in all material respects, the consolidated financial position of Catalyst and its subsidiaries as at the respective dates thereof and the consolidated results of operations and cash flows for the periods indicated, except that the unaudited interim financial statements may omit footnotes which are not required in unaudited financial statements and are subject to normal year-end adjustments.

(c) The Public Documents were, at their respective time of issue, filing or publication, true and correct in all material respects, contained no Misrepresentations and were prepared in accordance with and complied with the Securities Laws applicable to each such document.

4.6 Material Contracts. Section 4.6 of the Sellers Disclosure Letter sets forth, as of the date hereof, a complete list of every Contract (other than standard purchase orders and invoices) or Lease and any Third Party or intercompany agreements, that:

(a) in the most recent fiscal year of the Sellers resulted in, or is reasonably expected by its terms in the future to result in, the payment or receipt by the Business of more than $5,000,000 per annum in the aggregate;

(b) materially restricts the Business from engaging in any business activity anywhere in the world;

(c) is a material joint venture Contract or partnership or which otherwise involves the sharing of profits, losses, costs or liabilities in any material fashion with any other Person;

(d) is a sale or distribution Contract involving the sale or distribution of Products valued at more than $5,000,000 per year,

(e) was entered into outside of the Ordinary Course;

(f) has as a party thereto any officer or director of any Seller, any Affiliate of any such officer or director, or any Person in which any officer or director of any Seller has a material interest;

(g) is an employment agreement (other than customary offer letters or unwritten employment agreements that do not contain direct severance terms) or severance agreement; or

(h) is a Contract relating to material Intellectual Property (including Contracts containing any grants of, or restrictions on, rights to use material Intellectual Property).

(all the above, collectively, the "***Material Contracts***"). Except as set forth in Section 4.6 of the Sellers Disclosure Letter, each Material Contract is in full force and effect and is a valid and binding obligation of the Seller party thereto and, to the Sellers' Knowledge, the other parties thereto, in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally. Upon entry of the Sale Orders and payment of any applicable Cure Costs, (i) no Seller will be in breach or default of its obligations under any of the Assigned Contracts, (ii) no condition exists that with notice or lapse of time or both would constitute a default under any of the Assigned Contracts, and (iii) to the Sellers' Knowledge, no other party to any of the Assigned Contracts or any other Material Contract is in breach or default thereunder.

4.7 Intellectual Property. The Transferred Intellectual Property includes all of the Intellectual Property owned by the Sellers that, as at the Closing Date, is necessary and sufficient to conduct the Business substantially in the manner conducted as of the date hereof, in all material respects. Each Seller owns, free and clear of all Liens, except Permitted Encumbrances, and is properly licensed to use all Intellectual Property necessary for the conduct of its business as currently conducted, except where failure to so own or be so licensed to use any such Intellectual Property, either individually or in the aggregate, would not reasonably be expected to cause a Material Adverse Effect. All material Intellectual Property (but excluding any Software which is generally available or otherwise not unique to and customized for use in the business carried on by the Sellers (including, by way of example, generally available word processing or accounting Software and generally available software relating to the use of particular Equipment operated by the Sellers in the conduct of their business)) owned or licensed by any Seller and which is necessary for the conduct of the Business of the Sellers as currently conducted is described in Section 4.7 of the Sellers Disclosure Letter (collectively, the "***Intellectual Property Rights***"). Except as set forth in Section 4.7 of the Sellers Disclosure Letter, no material claim has been asserted and is pending by any Person challenging or questioning the use by any Seller or the validity or effectiveness of any of the Intellectual Property Rights, except for those that would not reasonably be expected to cause a Material Adverse Effect. Except as disclosed in Section 4.7 of the Sellers Disclosure Letter, to the Knowledge of the Sellers, the use of any Intellectual Property Rights by each Seller, and the conduct of such Seller's business as currently conducted does not infringe or otherwise violate the rights of any Person in respect of any Intellectual Property Rights, except for such claims and infringements that, individually or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

4.8 Litigation. As of the date hereof (and excluding the CCAA Cases and the Chapter 15 Cases), there is no Action pending or, to the Knowledge of the Sellers, threatened before any Government Entity or arbitration tribunal against any Seller involving the Business or Assets, that would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, other than as set forth in Section 4.8 of the Sellers Disclosure Letter.

4.9 Compliance with Laws; Consents.

(a) No Seller is in violation of any applicable Law in connection with the Business, except where such violations, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Effect. None of the Sellers has received any notice or written claims from any Government Entity within the last three (3) years preceding the date hereof relating to any non-compliance of the Business or the Assets with any applicable Law nor are there any such notice or claims pending or, based on the Knowledge of the Sellers, any such notice or claims threatened, except where such claims, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Effect.

(b) (i) All the Consents of Government Entities necessary for the conduct of the Business as conducted on the date hereof, have been duly obtained and are in full force and effect, except where the absence of any of such Consents would not result, or would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect and (ii) the relevant Sellers are in compliance with the terms of each of such Consents, except where such noncompliance would not result, or would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect. Each such Consent is included in the Assets. None of the Sellers has received any notice or written claims from any Government Entity relating to any non-compliance of the Business or the Assets with such Consents, nor are there any such notice or claims pending or, based on the Knowledge of the Sellers, any such notice or claims threatened, except where such non-compliance would not result, or would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

4.10 Real Property.

(a) Section 4.10(a) of the Sellers Disclosure Letter sets forth (i) all of the real and immovable property owned by the Sellers (which are to be transferred to the Purchaser together with all existing servitudes, easements, licenses and appurtenances benefiting such owned real and immovable property, including all buildings, erections, improvements, fixtures, fittings and structures thereon, collectively, the "***Owned Real Property***"); (ii) all unexpired leases, licenses or other occupancy agreements (collectively, the "***Leases***") (or other property interests) for real and immovable property under which any Seller is a lessee, licensee or occupant (the "***Leased Real Property***"), (iii) all of the material written Contracts (and servitudes and easements and other accessory rights granted by or to Third Parties) pertaining to the Owned Real Property to which any Seller is a party, and each lease, license or occupancy agreement in favor of any Third Party affecting any Owned Real Property or Leased Real Property and (iv) all of the Actions currently pending by or against the Sellers which pertain to the Owned

Real Property or Leased Real Property which would, individually or in the aggregate, have a Material Adverse Effect.

(b) the Sellers have received all Consents that are necessary or appropriate in connection with the Sellers' occupancy, operation, ownership or leasing of the Owned Real Property and those pursuant to Leases, and the present use of the Owned Real Property or the Leased Real Property does not violate the Consents applicable thereto, except where the failure to receive, or violation of, a Consent would not reasonably be expected to have a Material Adverse Effect.

(c) No Seller has received written notice, nor is there pending or, to the Sellers' Knowledge, is there any threatened (i) condemnation, eminent domain, expropriation or similar proceeding affecting the Owned Real Property or Leased Real Property except as set forth in Section 4.10(c) of the Sellers Disclosure Letter, (ii) proceeding to change the zoning classification of any portion of the Owned Real Property or Leased Real Property or (iii) imposition by a Government Entity of any special assessments for public betterments affecting the Owned Real Property or Leased Real Property, which in any case would reasonably be expected to have a Material Adverse Effect.

(d) No Seller has received written notice, nor is there pending or, to the Sellers' Knowledge threatened, any Action by any Government Entity alleging that the present uses of the Owned Real Property and the Leased Real Property by the Sellers are not in compliance with, or are in default under or in violation of, any building, zoning, land use, public health, public safety, sewage, water, sanitation or other comparable Law.

(e) Upon entry of the Sale Orders and payment of the Cure Costs, (i) no Seller will be in breach or default of its obligations under any of the Leases or other material Contracts or real rights appertaining to the Owned Real Property, (ii) no condition exists that with notice or lapse of time or both would constitute a default under any of such Contracts or real rights, and (iii) to the Sellers' Knowledge, no other party to any of such Contracts or real rights is in breach or default thereunder.

(f) The Sellers have not given notice to, or received notice from, any landlords of any defaults in connection with the Leases, except in connection with the Bankruptcy Proceedings.

4.11 Environmental Matters. Except as set forth in Section 4.11 of the Sellers Disclosure Letter:

(a) *Environmental Laws*. Neither any Property of any Seller nor the operations conducted thereon is in violation of any applicable order of any court or other Government Entity made in respect of any Hazardous Material or pursuant to any Environmental Laws, which violation could reasonably be expected to result in Remedial Obligations which would have a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property. The Property of the Sellers is

owned, occupied and operated in compliance with Environmental Laws, except for non-compliance which could not reasonably be expected to result in a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property.

(b) *Notices and Permits.* All notices, permits, licenses or similar authorizations, if any, which, pursuant to any applicable Environmental Laws, are required to be obtained or filed by any Seller in connection with the operation or use by such Seller of any of its Property, including any operation or use involving the treatment, transportation, storage or disposal by any Seller of any Hazardous Materials or any Release of, on, to or from any Property of any Seller, have been duly obtained or filed, except to the extent the failure to obtain or file such notices, permits, licenses or authorizations could not reasonably be expected to have a Material Adverse Effect or result in Remedial Obligations which would reasonably be expected to have a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property.

(c) *Treatment of Hazardous Materials.* All Hazardous Materials which are generated, stored, treated, transported or disposed of by any Seller have been so generated, stored, treated, transported, or disposed of by the applicable Seller in compliance with all Environmental Laws applicable thereto, except to the extent the failure to so generate, store, treat, transport, or dispose of such Hazardous Materials in accordance with such Environmental Laws could not reasonably be expected to have a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property.

(d) *Hazardous Materials and Waste Disposal.* To the Knowledge of the Sellers no Hazardous Materials are present in, on or under any Property of any Seller, except to the extent the presence of such Hazardous Materials would not reasonably be expected to result in a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property. All Property which is occupied or controlled by any Seller and used as a landfill or a waste disposal site is so used in compliance with the Environmental Laws applicable thereto, except to the extent that the failure to so comply with such Environmental Laws could not reasonably be expected to result in a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all material relevant facts, conditions and circumstances, if any, pertaining to the relevant Property.

(e) *No Environmental Liability.* To the Knowledge of the Sellers, as at the Closing Date, none of the Sellers has any liability resulting from: (i) a violation of any Environmental Law; or (ii) any Release, other than liabilities which, individually or in the aggregate: (A) would not reasonably be expected to exceed $5,000,000 and for which adequate reserves for the payment thereof as required by GAAP have been provided; and (B) could not reasonably be expected to result in Remedial Obligations of any one or more Sellers having a Material Adverse Effect, assuming disclosure to the applicable

Government Entity of all relevant facts, conditions and circumstances, if any, pertaining to such potential liability.

(f) *No Environmental Notice*. As at the Closing Date, no Seller has received written notice of any actual or alleged liability pursuant to any Environmental Law which could reasonably be expected to result in a Material Adverse Effect, assuming disclosure to the applicable Government Entity of all relevant facts, conditions and circumstances, if any, pertaining to such liability.

(g) *Environmental Reports*. The Sellers have made available to the Purchaser (i) all Phase I and Phase II environmental reports received by any Seller in respect of any of its Property in the three year period immediately preceding the Closing Date, and (ii) the most current internally-prepared environmental compliance audit report held by any Seller in respect of each pulp or paper manufacturing facility for which any such report has been prepared.

4.12 Labor and Employee Benefits Matters.

(a) Section 4.12(a) of the Sellers Disclosure Letter contains an accurate and complete list of all Seller Employee Plans. The Sellers have provided the Purchaser with a complete and current copy of the plan document of each Seller Employee Plan or, if such plan document does not exist, an accurate written summary of such Seller Employee Plan, together with all booklets and communications concerning the Seller Employee Plans having been provided to persons entitled to benefits under such plan and copies of all material documents relating to each Seller Employee Plan, including, as applicable: (i) all trust agreements, funding agreements, insurance contracts and policies, investment management agreements, subscription and participation agreements, benefit administration contracts and any financial administration contracts; (ii) the most recent financial and accounting statements and reports, and all reports, statements, valuations, returns and correspondence for each of the last three years which affect premiums, contributions, refunds, deficits or reserves; (iii) the two most recent actuarial reports (whether or not such reports were filed with a Government Entity) and any supplemental cost certificates filed with any Government Entity; (iv) the most recent annual information returns or other returns filed with, and significant correspondence with any Government Entity; (v) all amendments and other documents reflecting ad hoc increases, upgrades and improvements having been implemented within the last six years; and (vi) Except as set forth in Section 4.12(a) of the Sellers Disclosure Letter, the Sellers have not received, in the last six years, any notice from any Person or Government Entity questioning or challenging such compliance, and the Sellers have no Knowledge of any such notice beyond the last six years.

(b) Section 4.12(b) of the Sellers Disclosure Letter contains a complete and accurate list of all Non-Union Employees as of _____, 2012, including for each such Employee: (i) current rate of compensation; (ii) any incentive or bonus entitlement; (iii) date of hire; (iv) age; (v) title and/or job description; (vi) part-time or full-time status; (vii) accrued and unused vacation and sick days; (viii) benefit entitlements; and (ix) location of employment. Except as set forth in Section 4.12(b) of the Seller Disclosure

Letter, none of the Sellers has any written contract or similar agreement or arrangement, written or otherwise, with any Non-Union Employee as to the length of notice or amount of any payment required in connection with the termination of his or her employment.

(c) Except as set forth in Section 4.12(b) of the Sellers Disclosure Letter, there has not been for a period of twenty-four (24) consecutive months prior to the date hereof, any actual, or to the Sellers' Knowledge, threatened strike, material arbitration, labor dispute or grievance under a Collective Labor Agreement, slowdown, lockout, picketing or work stoppage against or affecting the Sellers.

(d) Section 4.12(d) of the Sellers Disclosure Letter lists all the Collective Labor Agreements that pertain to the Employees. For a period of twenty-four (24) consecutive months prior to the date hereof, no petition has been filed or proceedings instituted by a union, collective bargaining agent, employee or group of employees with any Government Entity seeking recognition or certification of a collective bargaining agent with respect to any Employees, and, to the Sellers' Knowledge, no such organizational effort is currently being made or has been threatened by or on behalf of any union, employee, group of employees or collective bargaining agent to organize any Employees. The Sellers have provided the Purchaser with a true and complete copy of the Collective Labor Agreements listed in Section 4.12(d) of the Sellers Disclosure Letter.

(e) With respect to each Seller Employee Plan, and to the extent it would not have a Material Adverse Effect or as set forth in Section 4.12(e) of the Sellers Disclosure Letter: (i) if intended to qualify under Section 401(a), 401(k) or 403(a) of the Code, such plan and the related trust has received a favorable determination letter from the IRS that has not been revoked and to the Sellers' Knowledge there is no basis for the revocation of such letter; (ii) it is and has been established, registered, amended, funded (other than in respect of special payments that were suspended by the Amended and Restated Initial CCAA Order) administered and invested in compliance with its terms applicable Law and any Collective Labor Agreements, as applicable, and the Sellers have not received any notice from any Person or Government Entity questioning or challenging such compliance; (iii) there is no investigation by a Government Entity nor any pending or threatened claims in writing against, by or on behalf of any Seller Employee Plan or the assets, fiduciaries or administrators thereof (other than routine claims for benefits); and to the Knowledge of the Sellers no fact exists which could reasonably be expected to give rise to any such investigation or claim; and (iv) all required employee and employer contributions (other than special amortization payments since the Petition Date to such plans that are Canadian registered pension plans), premiums and expenses, to or in respect of, such Seller Employee Plans have been timely paid in full or, to the extent not yet due, have been adequately accrued.

(f) Except as disclosed in Section 4.12(f) of the Sellers Disclosure Letter, the Sellers have no formal plan and have made no promise or commitment, whether legally binding or not, to create any additional Seller Employee Plan, or to improve or change the benefits provided under any Seller Employee Plan.

(g) Except as set forth in Section 4.12(g) of the Sellers Disclosure Letter, no assets of any Seller Employee Plan are invested in units of a unitized trust sponsored by a Seller, and where the assets of any Seller Employee Plan are invested in units of a unitized trust sponsored by a Seller, no entity other than the Seller or a Person acting in relation to a Seller Employee Plan holds units of any such unitized trust and the unitized trust has been established, qualified, invested and administered in accordance with the terms of such unitized trust and all applicable Law.

(h) All data necessary to administer each Seller Employee Plan is in the possession of the Sellers or their agents and is in a form which is sufficient for the proper administration of the Seller Employee Plan in accordance with its terms and all Laws and such data is complete and correct.

(i) Except as disclosed Section 4.12(i) of the Sellers Disclosure Letter, there are no unfunded liabilities in respect of any Seller Employee Plans which Seller Employee Plans would be required to be funded under applicable Law, as applicable, including going concern unfunded liabilities, wind-up deficiencies and solvency deficiencies.

(j) Except as set forth in Section 4.12(j) of the Sellers Disclosure Letter, there is no entity, other than the Sellers, participating in any of the Seller Employee Plans.

(k) Except as set forth in Section 4.12(k) of the Sellers Disclosure Letter, No Seller Employee Plan is, or in the past six years was, subject to Title IV of ERISA.

(l) Except as set forth in Section 4.12(l) of the Sellers Disclosure Letter, the consummation of the transactions contemplated by this Agreement (whether alone or together with any other event) will not entitle any Employee or former employee of the Business to severance pay, unemployment compensation or any other payment or accelerate the time of payment or vesting, or increase the amount of compensation due any such Employee or former employee.

(m) Except as set forth in Section 4.12(m) of the Sellers Disclosure Letter, no Seller Employee Plan provides benefits, including without limitation death or medical benefits (whether or not insured) beyond retirement or other termination of service, other than (i) coverage mandated solely by applicable Law, (ii) death benefits or retirement benefits under any "pension plan" (as defined in Section 3(2) of ERISA or under any Canadian pension standards legislation), or (iii) benefits the full costs of which are borne by participants and not by the employer or sponsor.

(n) The Business is in compliance in all material respects with all applicable Laws respecting employment and employment practices, including, without limitation, all laws respecting terms and conditions of employment, health and safety, wages and hours, worker classifications, child labor, immigration, employment discrimination, disability rights or benefits, equal opportunity, pay equity (including maintenance of pay equity), employee privacy, Government Entity sponsored plans, including pension, social security, parental insurance, prescription drugs and similar plans, plant closures and

layoffs, affirmative action, workers' compensation, labor relations, employee leave issues and unemployment insurance.

(o) Except as set forth on Schedule 4.12(o) of the Sellers Disclosure Letter, during the past five (5) years the Business has not received (i) notice of any unfair labor practice charge or of any complaint pending or threatened before the National Labor Relations Board or any other Government Entity against it, (ii) notice of any charge or complaint with respect to or relating to it pending before the Equal Employment Opportunity Commission or any other Government Entity responsible for the prevention of unlawful employment practices, (iii) notice of the intent of any Government Entity responsible for the enforcement of labor, employment, wages and hours of work, pay equity, human rights, worker classification, child labor, immigration, or occupational safety and health laws to conduct an inspection or investigation with respect to or relating to it or notice that such inspection or investigation is in progress, (iv) notice of any material violation, infringement, breach or lack of compliance by any Government Entity responsible for the enforcement of labor, employment, wages and hours of work, pay equity, human rights, worker classification, child labor, immigration, or occupational safety and health laws, or (v) notice of any complaint, lawsuit or other proceeding of any kind pending or threatened in any forum by any Government Entity, by any union or bargaining agent, or by or on behalf of any Employee or former employee, any applicant for employment or classes of the foregoing alleging a material breach of any express or implied contract of employment, any applicable Law governing labor, employment, wages and hours or work, pay equity, human rights, worker classification, child labor, immigration or occupation safety and health or the termination of employment or any discriminatory, wrongful or tortious conduct in connection with the employment relationship.

(p) To the Knowledge of the Sellers, no Employee is in any respect in material violation of any nondisclosure agreement, common law nondisclosure obligation, fiduciary duty, noncompetition agreement, restrictive covenant or other obligation to a former employer of any such employee relating (i) to the right of any such Employee to be employed by the Business or (ii) to the knowledge or use of trade secrets or proprietary information, or any obligations of the same nature contained in any employment agreement.

(q) Except as set forth in Section 4.12(q) of the Sellers Disclosure Letter, the execution of this Agreement and the consummation of the transactions contemplated by this Agreement will not result in any breach or other violation of any Collective Labor Agreement, employment agreement, consulting agreement or any other labor-related agreement.

4.13 Taxes. Except as set forth in Section 4.13 of the Sellers Disclosure Letter, Sellers have (i) each timely filed all Tax Returns required to be filed with the appropriate Government Entity in all jurisdictions in which such Tax Returns are required to be filed (taking into account any extension of time to file granted to, or to be obtained on behalf of, the Sellers), and such Tax Returns were complete and accurate in all material respects; (ii) paid, collected and remitted on a timely basis all Taxes owed by, or required to be collected and remitted by, any of the Sellers,

whether or not shown as due on any Tax Return; and (iii) duly and on a timely basis withheld from any amount paid or credited to any Person the amount of any Taxes required by Law, to be withheld therefrom and have duly and on a timely basis remitted such amounts as required by Law, except where any such failure would not result, or would not reasonably be expected to result, in a Material Adverse Effect. No material examination of any Tax Return of the Sellers is currently in progress by any Government Entity; no material unresolved adjustment has been proposed in writing with respect to any such Tax Returns by any Government Entity; no material unresolved claim has been made in writing by any Government Entity in a jurisdiction where the Sellers do not file Tax Returns that any Seller is or may be subject to Taxes by that jurisdiction for Taxes; and there are no Liens for Taxes, other than Permitted Encumbrances.

4.14 Absence of Certain Developments. Except (a) for the commencement of the Bankruptcy Proceedings and (b) as required by Law or GAAP, since December 31, 2011: (i) Sellers have conducted the Business in the Ordinary Course; (ii) there have not occurred any facts, conditions, changes, violations, inaccuracies, circumstances, effects or events that have constituted, or which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect; and (iii) except as set forth in Section 4.14 of the Sellers Disclosure Letter, no Seller has taken any action in contravention of Section 5.7.

4.15 No Undisclosed Liabilities. The Sellers do not have any Liabilities, except Liabilities (a) provided for in the financial statements included in the Public Documents; (b) incurred in the Ordinary Course and not required under GAAP to be reflected in the financial statements included in the Public Documents; (c) disclosed in the application for protection in the CCAA Cases (d) incurred in connection with the DIP Credit Agreement; (e) incurred since December 31, 2011 in the Ordinary Course or as required by applicable Law; or (f) incurred in connection with this Agreement or the transactions contemplated hereby.

4.16 Affiliate Transactions. Except as disclosed in Section 4.16 of the Sellers Disclosure Letter, no Affiliate of any Seller (other than any other Seller) (a) is a competitor, creditor, debtor, customer, distributor, supplier or vendor of any Seller, (b) is a party to any Material Contract with any Seller that results in payment or receipt by the Business of more than $50,000 per annum in the aggregate, (c) has any Action against any Seller, (d) has a loan outstanding from any Seller or (e) owns any assets that are used in the Business.

4.17 Brokers; Advisors Fees. Except for fees and commissions that will be paid or otherwise settled or provided for by the Sellers, no broker, finder or investment banker is entitled to any brokerage, finder's or other similar fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents based upon arrangements made by or on behalf of the Sellers or any of their Affiliates.

4.18 Inventory. Except as set forth on Section 4.18 of the Sellers Disclosure Letter, all Inventory of the Sellers, whether or not reflected on the financial statements included in the Public Documents, consists of items of a quality useable or saleable in the ordinary course of business, assuming sufficient market demand. Seller does not hold any Inventory on consignment. Except as set forth on Section 4.18 of the Sellers Disclosure Letter, all Inventory of Seller is merchantable and fit for the purpose for which it was procured or manufactured and, except as has been written down on the face of the financial statements included in the Public

Documents or in the books and records of the Company, or, with respect to Inventory acquired since the date of such financial statements, none of such Inventory is obsolete, damaged or defective.

4.19 Receivables. The accounts receivable of the Sellers reflected on the financial statements included in the Public Documents and all Accounts Receivable arising subsequent to the date thereof (a) arose from bona fide sales transactions in the ordinary course of business consistent with past practice and are payable on ordinary trade terms taking into account the practices in the buyer's jurisdiction, (b) are legal, valid and binding obligations of the respective debtors enforceable in accordance with their respective terms, (c) except as set forth on Section 4.19 of the Sellers Disclosure Letter, are not subject to any valid material set-off or counterclaim, (d) do not represent obligations for goods sold on consignment, on approval or on a sale-or-return basis or subject to any other repurchase or return arrangement, and (e) are not the subject of any Actions or order by a Government Entity brought by or on behalf of Sellers.

4.20 Not a Non-Resident. Each Seller that is selling a "taxable Canadian property" within the meaning of subsection 248(1) of the Tax Act, is not a non-resident of Canada within the meaning of the Tax Act.

4.21 GST/HST Registration. Each Seller that is selling Assets in Canada is duly registered for the purposes of the Tax imposed under Part IX of the Excise Tax Act under the numbers set forth in Section 4.21 of the Sellers Disclosure Letter.

ARTICLE V
COVENANTS AND OTHER AGREEMENTS

5.1 Bankruptcy Actions.

(a) The Sellers and the Purchaser acknowledge that this Agreement and the transactions contemplated hereby are subject to the approval of the Bankruptcy Courts.

(b) At the Auction, in accordance with the Stalking Horse and SISP Orders and notwithstanding any other provision of this Agreement, the Purchaser shall be permitted to bid on individual Parcels, a combination of Parcels or individual Assets within certain Parcels as the Purchaser may elect. The Purchaser shall be entitled to: (i) allocate the Purchase Price among the Parcels in the discretion of the Purchaser, (ii) reallocate the Purchase Price during the Auction in the discretion of the Purchaser; (iii) reduce the Purchase Price to the extent that it is not the Successful Bid with respect to any Parcel, and (iv) submit additional bids and make additional corresponding modifications to this Agreement at the Auction.

(c) The Sellers shall use their commercially reasonable efforts to have the Canadian Court enter on or before _____, 2012, upon a hearing to be held on a date specified by the Canadian Court (the "***Canadian Sale Hearing***"), an order reasonably acceptable to the Purchaser approving the sale of the Assets to the Purchaser pursuant to this Agreement or to the Person otherwise submitting a Superior Offer for the Assets at the Auction (the "***Canadian Sale Order***"), including by filing and properly serving a notice of application and application record with the Canadian Court within

three (3) Business Days of the completion of the Auction (which such notice of application shall also be served on each party to a Designated Seller Contract with the Canadian Debtors and on all parties whom the Purchaser's counsel requests be served). The Sellers shall also file with the U.S. Bankruptcy Court (i) as soon as reasonably practicable after entry of the Stalking Horse and SISP Orders in the CCAA Proceedings and in any event no later than five (5) Business Days thereafter a motion seeking entry of an order reasonably acceptable to the Purchaser (A) approving the SISP and the SISP procedures and (B) scheduling a hearing (the "***U.S. Sale Hearing***") to consider approval of the sale of the Assets to the Purchaser or to the Person otherwise submitting a Superior Offer and (ii) as soon as reasonably practicable after a Plan Failure and in any event no later than three (3) Business Days thereafter, a motion seeking entry of an order reasonably acceptable to the Purchaser approving the sale of the Assets to the Purchaser or the Person otherwise submitting a Superior Offer (the "***U.S. Sale Order***" and together with the Canadian Sale Order, the "***Sale Orders***"). In addition, the Sellers shall use their commercially reasonable efforts to have the Canadian Sale Hearing and the U.S. Sale Hearing conducted simultaneously on the same date by videoconference between the Bankruptcy Courts in a manner such that both Bankruptcy Courts shall be able to simultaneously hear and view the proceedings in the other court and otherwise in accordance with such guidelines as may be necessary to conduct such hearing.

(d) In the event leave to appeal is sought, an appeal is taken or a stay pending appeal is requested with respect to the Stalking Horse and SISP Orders or the Sale Orders, the Sellers shall promptly notify the Purchaser of such application for leave to appeal, appeal or stay request and shall promptly provide to the Purchaser a copy of the related notice(s) or order(s). The Sellers shall also provide the Purchaser with written notice of any motion or application filed in connection with any application for leave to appeal or appeal from such orders.

(e) Prior to the Closing, the Canadian Debtors shall serve and file with the Canadian Court a notice of application and application record seeking the entry of an Order establishing procedures for the identification and adjudication of any claims against the directors and officers of the Canadian Debtors that would be covered by the D&O Charge (as defined in the Amended and Restated Initial CCAA Order), which procedures shall be in form and substance reasonably satisfactory to the Purchaser and which procedures shall, for the avoidance of doubt, provide the Canadian Debtors, any affected director or officer and the Purchaser with full rights of participation and consultation in the procedures, which shall be administered by the Monitor, subject to the foregoing.

5.2 Cooperation.

(a) Prior to the Closing, upon the terms and subject to the conditions of this Agreement, each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and cooperate with each other in order to do, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by this Agreement as soon as practicable, including the preparation and filing of all forms, registrations and notices required to be

filed to consummate the Closing, making witnesses available in the Canadian Court and the U.S. Bankruptcy Court or by declaration, as necessary, in obtaining the entry of the Sale Orders, negotiating Collective Labor Agreements with all applicable unions and collective bargaining agents, the taking of such actions as are necessary to obtain any requisite Consent, provided that the Sellers shall not be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by the Purchaser) in order to obtain any Consent.

(b) Each of the Sellers and the Purchaser shall promptly notify the other of the occurrence, to such Party's Knowledge, of any event or condition, or the existence, to such Party's Knowledge, of any fact, that would reasonably be expected to result in (i) any of the conditions set forth in ARTICLE VIII not being satisfied or (ii) any of the representations and warranties in ARTICLE IV not being true and correct.

5.3 Antitrust and Other Regulatory Approvals.

(a) To the extent required by applicable Laws, each of the Parties agrees to prepare and file as promptly as practicable and in any event, within ten (10) Business Days from the execution of this Agreement: (i) all filings and applications required and desirable to obtain Competition Act Approval; (ii) a Notification and Report Form pursuant to the HSR Act and each Party shall request early termination of the waiting period under the HSR Act; and (iii) all other necessary documents, registrations, statements, petitions, filings and applications for Regulatory Approvals and any other Consent of any other Government Entities required to satisfy the condition set forth in Section 8.1(a).

(b) Each of the Parties shall use commercially reasonable efforts to (i) cooperate with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (ii) keep the other Parties informed in all material respects of any material communication received by such Party from, or given by such Party to, any Government Entity and of any material communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby and (iii) permit the other Party to review any material communication given to it by, and consult with each other in advance of any meeting or conference with any Government Entity, including in connection with any proceeding by a private party. The foregoing obligations in this Section 5.3 shall be subject to any attorney-client, work product or other privilege, and each of the Parties hereto shall coordinate and cooperate fully with the other Parties hereto in exchanging such information and providing such assistance as such other Parties may reasonably request in connection with the foregoing and in seeking early termination of any applicable waiting periods under the HSR Act. The Parties will not take any action that will have the effect of delaying, impairing or impeding the receipt of any required authorizations, consents, Orders or approvals. Fees incurred in connection with complying with any Law shall be borne solely by the Sellers.

(c) If any objections are asserted with respect to the transactions contemplated hereby under any Law or if any suit is instituted by any Government Entity or any private party challenging any of the transactions contemplated hereby as violative of any Law or if the filing pursuant to Section 5.3 is reasonably likely to be rejected or conditioned by federal or a state Government Entity, each of the Parties shall use commercially reasonable efforts to resolve such objections or challenge as such Government Entity or private party may have to such transactions, including to vacate, lift, reverse or overturn any Action, whether temporary, preliminary or permanent, so as to permit consummation of the transactions contemplated by this Agreement.

(d) In addition, the Purchaser shall, and shall cause each of the Designated Purchasers to, use its commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to the Purchaser's obligations hereunder as set forth in Section 8.1(a) to the extent the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to consummate the transactions contemplated by this Agreement, including using its commercially reasonable efforts to obtain all Regulatory Approvals and any other Consent of a Government Entity required to be obtained in order for the Parties to consummate the transactions contemplated by this Agreement.

5.4 Pre-Closing Access to Information. Prior to the Closing, the Sellers shall (a) give the Purchaser and its authorized representatives, upon advance notice and during regular business hours, access to all books, records, reports, plans, certificates, files, documents and information related to the Assets, personnel, officers and other facilities and properties of the Business, (b) permit the Purchaser to make such copies and inspections thereof, upon advance notice and during regular business hours, as the Purchaser may reasonably request; provided, however, that (i) any such access shall be conducted at Purchaser's expense, in accordance with Law (including any applicable Antitrust Law and Bankruptcy Law), under the supervision of the Sellers' personnel and in such a manner as to maintain confidentiality and not to interfere with the normal operations of the businesses of the Sellers and their Affiliates and (ii) the Sellers will not be required to provide to the Purchaser access to or copies of any Employee Records to the extent such would be in violation of Laws relating to the protection of privacy and (c) permit the Purchaser to undertake (at the Purchaser's sole cost and expense) a non-invasive environmental assessment of the Owned Real Property and Leased Real Property (subject to notification to and, if required, approval of the owner of the Leased Real Property).

5.5 Public Announcements. Prior to the Closing and without limiting or restricting any Party from making any filing with the Bankruptcy Courts with respect to this Agreement or the transactions contemplated by this Agreement and upon 24 hours advance notice of such public announcement or press release, no Party shall issue any press release or public announcement concerning this Agreement or the transactions contemplated by this Agreement without obtaining the prior written approval of the other Party, which approval will not be unreasonably withheld or delayed, unless, in the reasonable judgment of the Purchaser or the Sellers, disclosure is otherwise required by applicable Law, the U.S. Bankruptcy Codes or the Bankruptcy Courts with respect to filings to be made with the Bankruptcy Courts in connection with this Agreement or by the Securities Laws of the Securities Commissions or any stock exchange on which the Sellers list securities, provided that the Party intending to make such

release shall use its reasonable best efforts consistent with such applicable Law, the U.S. Bankruptcy Codes or Bankruptcy Courts requirement to consult with the other Party with respect to the text thereof.

5.6 Further Actions. From and after the Closing Date, each of the Parties shall execute and deliver such documents and other papers and take such further actions as may reasonably be required to carry out the provisions of this Agreement and give effect to the transactions contemplated herein, including the execution and delivery of such assignments, deeds and other documents as may be necessary to transfer any Assets as provided in this Agreement; provided that, neither the Purchaser nor the Sellers shall be obligated to make any payment or deliver anything of value to any Third Party (other than filing with and payment of any application fees to Government Entities, all of which shall be paid or reimbursed by the Sellers) in order to obtain any Consent to the transfer of Assets or the assumption of Assumed Liabilities.

5.7 Conduct of Business. The Sellers covenant that, subject to any limitation imposed as a result of being subject to the Bankruptcy Proceedings and except as (i) the Purchaser may approve otherwise in writing as set forth below (such approval not to be unreasonably withheld or delayed), (ii) set forth in Section 5.7 of the Sellers Disclosure Letter, (iii) otherwise contemplated or permitted by this Agreement or another Transaction Document, (iv) required by Law (including any applicable Bankruptcy Law) or by any order of a Bankruptcy Court, or (v) relates to Excluded Assets or Excluded Liabilities, the Sellers shall (A) conduct the Business in the Ordinary Course and in accordance with the restrictions set forth in the DIP Credit Agreement and (B) abstain from any of the following actions:

(a) enter into any Contract or Lease for or relating to the Business that cannot be assigned to the Purchaser or a Designated Purchaser, other than a Contract or a Lease with annual payments of less than $2,500,000;

(b) sell or otherwise dispose of Assets, other than dispositions of Inventory and obsolete or damaged Assets in the Ordinary Course that do not exceed $500,000 in the aggregate;

(c) grant any Lien on any Assets other than Permitted Encumbrances or Liens that may arise by operation of Law;

(d) other than in the Ordinary Course, grant or acquire from any Person or dispose of or permit to lapse any rights to any material Intellectual Property;

(e) institute any new or increase the rate of cash compensation or other fringe, incentive, profit-sharing bonus, deferred compensation, severance, insurance, equity incentive, pension, retirement, medical, hospital, disability, welfare or other employee benefits payable to the Transferred Employees, directors or officers, other than increases required by applicable Law or Contracts other than Seller Employee Plans in effect as of the date hereof;

(f) other than as permitted by Section 5.7(g), voluntarily terminate or materially amend any Material Contract;

(g) enter into, terminate or amend any agreement (or incur any commitment) that involves or is reasonably likely to involve total annual expenditures by Sellers or total annual revenues to Sellers, in each case in excess of $5,000,000;

(h) waive, release, assign, settle or compromise any material claim, litigation or arbitration relating to the Business to the extent that such waiver, release, assignment, settlement or compromise (A) imposes any binding obligation or restriction, whether contingent or realized, on the Business and/or the Purchaser and/or the Designated Purchasers, or (B) waives or releases any material rights or claims;

(i) enter into any collective bargaining, employment, deferred compensation, severance, consulting, independent contractor, restrictive covenant or similar agreement (or amend any such agreement) to which any Seller is party or involving any directors, officers or employees in his or her capacity as a director, officer or employee of a Seller;

(j) declare, set aside, make or pay any dividend or other distribution in respect of the capital stock, membership interests or other equity interests of Sellers, or repurchase, redeem or otherwise acquire any outstanding shares of the capital stock, membership interests or other securities of, or other ownership interests in, the Sellers;

(k) except pursuant to the DIP Credit Agreement, incur any indebtedness for borrowed money (including any intra-group borrowings), enter into any material guarantee, indemnity or other agreement to secure any obligation of a Third Party or voluntarily create any Lien (other than Permitted Encumbrances) for the benefit of a third party over any of the Assets, except in the Ordinary Course;

(l) (A) except as set forth in Section 8.3(f), modify, reject or terminate any Contract or Lease (other than termination in the Ordinary Course), or (B) enter into or modify any Contract or Lease containing material penalties which would be payable as a result of, and upon the consummation of, the transaction contemplated by this Agreement; or

(m) authorize, or commit or agree to take, any of the foregoing actions.

If a Seller desires to take any action described in this Section 5.7, the Sellers may, prior to any such action being taken, request the Purchaser's consent via an electronic mail or facsimile sent to the individuals and addresses listed in Section 10.8. The Purchaser shall be deemed to have consented to such action unless the Purchaser notifies the Sellers in writing by 11:59 p.m. (prevailing eastern time) on the third Business Day after delivery of such email or facsimile request that the Purchaser does not consent to such action.

5.8 Transaction Expenses. Except as otherwise provided in this Agreement or the Ancillary Agreements (including, without limitation, Section 9.2), each of the Purchaser and the Sellers shall bear its own costs and expenses (including brokerage commissions, finders' fees or similar compensation, and legal fees and expenses) incurred in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

5.9 Certain Payments or Instruments Received from Third Parties. To the extent that, after the Closing Date, (a) the Purchaser or any Designated Purchaser receives any payment or instrument that is for the account of a Seller according to the terms of this Agreement, the Purchaser shall, and shall cause the Designated Purchasers to promptly deliver such amount or instrument to the relevant Seller, and (b) any of the Sellers receives any payment that is for the account of the Purchaser or any of the Designated Purchasers according to the terms of this Agreement or relates primarily to the Business, the Sellers shall promptly deliver such amount or instrument to the Purchaser or the relevant Designated Purchasers. All amounts due and payable under this Section 5.9 shall be due and payable by the applicable Party in immediately available funds, by wire transfer to the account designated in writing by the relevant Party. Notwithstanding the foregoing, each Party hereby undertakes to use reasonable best efforts to direct or forward all bills, invoices or like instruments to the appropriate Party.

5.10 Deemed Consent. For the purposes of this Agreement, the relevant Sellers shall be deemed to have obtained all required Consents in respect of the assignment of any Designated Seller Contract if, and to the extent that, pursuant to the Sale Orders, the Sellers are authorized to assume and assign to the Designated Purchasers such Designated Seller Contract pursuant to Section 365 of the U.S. Bankruptcy Code or Section 11.3 of the CCAA, as applicable, and any applicable Cure Cost has been satisfied as provided in Section 2.1(e).

5.11 Notification of Certain Matters. The Sellers shall give written notice to the Purchaser promptly after becoming aware of (a) the occurrence of any event, which would be likely to cause any condition set forth in Article VIII to be unsatisfied in any material respect at any time from the date hereof to the Closing Date or (b) any notice or other communication from (i) any Person alleging that the Consent of such Person is or may be required in connection with any of the transactions contemplated by this Agreement or (ii) any Government Entity in connection with any of the transactions contemplated by this Agreement; provided, however, that the delivery of any notice pursuant to this Section 5.11 shall not limit or otherwise affect the remedies available hereunder to the Purchaser.

5.12 Casualty Loss. Notwithstanding any provision in this Agreement to the contrary, if, before the Closing, all or any portion of the Assets is (a) condemned or taken by eminent domain, or (b) a material portion is damaged or destroyed by fire or other casualty, the Sellers shall notify the Purchaser promptly in writing of such fact, and (i) in the case of condemnation or taking, the Sellers shall assign or pay, as the case may be, any proceeds thereof to the Purchaser at the Closing, and (ii) in the case of fire or other casualty, the Sellers shall, at their option, either restore such damage or assign the insurance proceeds therefrom to the Purchaser at Closing. Notwithstanding the foregoing, the provisions of this Section 5.12 shall not in any way modify the Purchaser's other rights under this Agreement, including any applicable right to terminate the Agreement if any condemnation, taking, damage or other destruction resulted in a Material Adverse Effect.

5.13 Rejection of Designated Seller Contracts. The Seller shall not reject any Designated Seller Contracts pursuant to the Bankruptcy Proceedings without the prior written consent of the Purchaser.

5.14 Name Change. Within ten (10) days after the Closing Date, Sellers and their Subsidiaries shall take such corporate and other actions necessary to change their corporate and company names to ones that are not similar to, or confusing with, their current names, including any necessary filings required by applicable Law.

ARTICLE VI
TAX MATTERS

6.1 Transfer Taxes.

(a) The Parties agree that the Purchase Price is exclusive of any Transfer Taxes. Subject to Section 6.2, the Purchaser shall promptly pay directly to the appropriate Tax Authority, or promptly reimburse the Sellers upon demand and delivery of proof of payment, all applicable Transfer Taxes that are properly payable by Purchaser under applicable Law in connection with this Agreement and the transactions contemplated herein and the other Transaction Documents and the transactions contemplated therein.

(b) If the Purchaser or any Designated Purchaser wishes to claim any exemption relating to, or a reduced rate of, Transfer Taxes, in connection with this Agreement or the transactions contemplated herein or the other Transaction Documents and the transactions contemplated therein, the Purchaser or any Designated Purchaser, as the case may be, shall be solely responsible for ensuring that such exemption or election applies and, in that regard, shall provide the Sellers prior to Closing with its permit number, GST/HST number, or other similar registration numbers and/or any appropriate certificate of exemption, election and/or other document or evidence to support the claimed entitlement to such exemption or reduced rate by the Purchaser or such Designated Purchaser, as the case may be. The Sellers shall make reasonable efforts to cooperate to the extent necessary to obtain any such exemption or reduced rate.

6.2 Tax Elections.

(a) With respect to the sale of the Assets situated in Canada, at Purchaser's sole expense, the Purchaser (or the relevant Designated Purchaser) and each Seller that is selling such Assets under this Agreement shall, where such election is available, jointly execute an election under Section 167 of Part IX of the Excise Tax Act (Canada) in the forms prescribed for such purposes such that the sale of the Assets by such Seller will take place without payment of any GST/HST. The Purchaser (or the relevant Designated Purchaser) shall file the election forms referred to above with the proper Tax Authority, together with the Purchaser's (or the relevant Designated Purchaser's) GST/HST return for its GST/HST reporting period during which the transaction of purchase and sale contemplated herein occurs. Notwithstanding such election, in the event that it is determined by the CRA that there is a GST/HST liability of the Purchaser (or the relevant Designated Purchaser) to pay GST/HST on all or part of the Assets sold pursuant to this Agreement, the Parties agree that such GST/HST, as the case may be, shall, unless already collected from the Purchaser (or the relevant Designated Purchaser) and remitted by each Seller, be forthwith remitted by the Purchaser (or the relevant Designated Purchaser) to the CRA, as the case may be. If it is determined that the elections are not

available, the Sellers agree to provide reasonable cooperation to the Purchaser or the Designated Purchaser to expedite the Purchaser's or Designated Purchaser's claims for input tax credits, input tax refunds or rebates of GST/HST.

(b) The Purchaser (or the relevant Designated Purchaser) and each Seller, if applicable, will, within the prescribed time, jointly execute and file an election under Section 22 of the Tax Act and the corresponding sections of any other provincial statute and any regulations under such statutes in a manner consistent with the Purchase Price allocation under Section 2.2(b).

6.3 Withholding Taxes. Notwithstanding any other provision in this Agreement, the Purchaser shall have the right to deduct and withhold Taxes from any payments to be made hereunder if such withholding is required by Law and to collect any necessary Tax forms, including IRS Forms W-8 or W-9, as applicable, or any similar information, from the Sellers and any other recipients of payments hereunder. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been delivered and paid to the Sellers or any such other recipient of payments in respect of which such deduction and withholding was made, to the extent that such amounts are remitted to the appropriate Government Entity within the required period of time. The Purchaser shall timely remit any such amounts withheld to the appropriate Tax Authority.

6.4 Tax Characterization of Payments Under This Agreement. The Sellers and the Purchaser agree to treat all payments made either to or for the benefit of the other Party under this Agreement as adjustments to the Purchase Price for Tax purposes and that such treatment shall govern for purposes hereof to the extent permitted under applicable Tax Law.

6.5 Records. After the Closing Date, the Purchaser and the Designated Purchasers on the one hand, and the Sellers, on the other hand, will make available to the other, as reasonably requested, and to any Tax Authority, all information, records or documents relating to liability for Taxes with respect to the Assets, the Assumed Liabilities, the Business for all periods prior to or including the Closing Date, and will preserve such information, records or documents until the expiration of any applicable statute of limitations or extensions thereof. In the event that one Party needs access to records in the possession of a second Party relating to any of the Assets, the Assumed Liabilities, the Business for purposes of preparing Tax Returns or complying with any Tax audit request, subpoena or other investigative demand by any Tax Authority, or for any other legitimate Tax-related purpose not injurious to the second Party, the second Party will allow representatives of the other Party access to such records during regular business hours at the second Party's place of business for the sole purpose of obtaining information for use as aforesaid and will permit such other Party to make extracts and copies thereof as may be necessary or convenient. The obligation to cooperate pursuant to this paragraph shall terminate at the time the relevant applicable statute of limitations expires (giving effect to any extension thereof).

6.6 Property Tax Allocation. For purposes of Section 2.1(c)(ii), all real and personal property Taxes and similar ad valorem obligations levied with respect to the Assets, whether imposed or assessed before or after the Closing Date ("***Periodic Taxes***") for a taxable period that includes (but does not end on) the Closing Date (a "***Straddle Period***"), shall be apportioned

between the Sellers and the Purchaser or the applicable Designated Purchaser as of the Closing Date based on the number of days of such taxable period included in the period ending with and including the Closing Date (together with periods ending before the Closing Date, the "***Pre-Closing Tax Period***"), and the number of days of such taxable period beginning after the Closing Date (together with any periods beginning after the Closing Date, the "***Post-Closing Tax Period***"). At the Closing, Periodic Taxes with respect to each Asset for the applicable Tax period shall be prorated in accordance with the foregoing provisions based on the Tax assessment for such Asset for the applicable Tax period, if available, or otherwise, based on the last available Tax assessment with respect to such Asset. The Sellers shall be responsible for such Periodic Taxes attributable to Pre-Closing Tax Periods and the Purchaser or applicable Designated Purchaser shall be responsible for such Periodic Taxes attributable to Post-Closing Tax Periods. At the Closing, (x) the Sellers shall pay to the Purchaser or applicable Designated Purchaser an amount equal to excess, if any, of the (i) unpaid Periodic Taxes attributable to Pre-Closing Tax Periods over (ii) Periodic Taxes paid by the Sellers but apportioned hereunder to the Purchaser or applicable Designated Purchaser for Straddle Periods (each determined in accordance with the foregoing principles), or (y) the Purchaser or applicable Designated Purchaser shall pay to the Sellers an amount equal to Periodic Taxes apportioned to the Purchaser or applicable Designated Purchaser with respect to Straddle Periods but previously paid by the Sellers, as applicable. The Purchaser or applicable Designated Purchaser shall also be responsible for preparing and filing all Periodic Tax returns required to be filed after the Closing Date.

ARTICLE VII
EMPLOYMENT MATTERS

7.1 Offers of Employment and Employee Liabilities.

(a) *Offers to Non-Union Employees.* Effective as of the Closing Date, the Purchaser shall offer employment effective as of the Closing Date to all of the Non-Union Employees on terms and conditions which are no less favorable in the aggregate in terms of title, compensation, benefits, hours of work and location, and with duties that are similar to the duties now being performed by such Non-Union Employees in respect of the Business to those under which such Non-Union Employees are currently employed by the Sellers. The Purchaser shall make such offers by the Closing. Notwithstanding the foregoing, in respect of Non-Union Employees on long-term disability on the Closing Date, the Purchaser shall not offer employment effective the Closing Date but rather the terms of offers to any such Employee shall specify that the offer is conditional upon the Purchaser being satisfied that the Employee is capable of returning to work and the date on which such Employee returns to work shall be the effective date of employment by the Purchaser. The Purchaser shall recognize the past service of Transferred Non-Union Employees with the Sellers for such purposes and for any required notice of termination, termination or severance pay (contractual, statutory or at common law).

(b) *Union Employees.* Notwithstanding any other provision of this Agreement, effective as of the Closing Date, the Purchaser shall continue the employment of all Union Employees in accordance with the terms of the Collective Labor Agreements applicable to the Union Employees and in particular shall (subject to Section 8.3(e)):

(i) recognize the Unions as the sole and exclusive collective bargaining agents as of the Closing Date and immediately thereafter for the Union Employees immediately prior to the Closing Date;

(ii) accept and be bound by the terms and conditions of the Collective Labor Agreements applicable to the Union Employees which were ratified March 14, 2012, March 15, 2012 and March 16, 2012; and

(iii) accept all obligations and commitments made by the Seller regarding current and former Union Employees as evidenced by the Collective Labor Agreements applicable to the Union Employees which were ratified March 14, 2012, March 15, 2012 and March 16, 2012 and the Memorandums of Agreements attached to such Collective Labor Agreements (which are to continue to be binding despite Plan Failure) including but not limited to all obligations under the Defined Benefit Plan known as "Catalyst Corporation Retirement Plan A, B.C. Reg 85944-1" and all obligations to current and former Union Employees contemplated as "excluded" by section 2.3 of the Plan of Compromise and Arrangement.

(c) To the extent permitted by applicable Law, from time to time following the Closing, the Sellers shall make available to the Purchaser such data in the personnel records of Transferred Employees as is necessary for the Purchaser to transition such Transferred Employees into the Purchaser's records.

7.2 Employee Benefits. At any time and from time to time after the date hereof, the Purchaser shall take, or cause to be taken, any and all actions necessary to assume and adopt each Transferred Employee Plan (and any assets held by the Sellers in respect thereof) effective as of the Closing. The Sellers shall assign to the Purchaser the Transferred Employee Plans (and any assets in respect thereof) and the Sellers shall cooperate with the Purchaser and take, or cause to be taken, all actions as the Purchaser may reasonably request in order to effectuate such assignments.

7.3 No Obligation. Other than as expressly set forth herein, nothing contained in this Agreement shall be construed to require the employment of (or prevent the termination of employment of) any individual, require minimum benefit or compensation levels or prevent any change in the employee benefits provided to any individual Transferred Employee. No provision of this Agreement shall create any Third Party beneficiary rights in any Employee or former Employee of the Sellers or any other Person (including any beneficiary or dependent thereof) of any nature or kind whatsoever, including without limitation, in respect of continued employment (or resumed employment) for any specified period.

7.4 Transition Services. The Purchaser and the Sellers shall use their commercially reasonable efforts to agree on transition services agreement pursuant to which, for a period of six months after the Closing Date, the Purchaser shall provide the services of certain employees to assist the estate of the Sellers to market and sell certain residual assets or Excluded Assets. The transition services would be made available to the Sellers without charge for the first six months of the term provided, however, that the Sellers shall pay the actual costs relating to the services

provided by such employees. The provision of the transition services shall not interfere in the normal responsibilities and duties of such employees on behalf of the Purchaser.

ARTICLE VIII
CONDITIONS TO THE CLOSING

8.1 Conditions to Each Party's Obligation. The Parties' obligation to effect, and, as to the Purchaser, to cause the relevant Designated Purchasers to effect, the Closing is subject to the satisfaction or the express written waiver of the Parties, at or prior to the Closing, of the following conditions:

(a) To the extent required by applicable Laws, all Regulatory Approvals shall have been obtained.

(b) There shall be in effect no Law or Order in the U.S. or Canada prohibiting the consummation of the transactions contemplated hereby that has not been withdrawn or terminated.

8.2 Conditions to Sellers' Obligation. The Sellers' obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by the Sellers), at or prior to the Closing, of each of the following additional conditions:

(a) Except for any inaccuracy that has not had a material adverse effect on the ability of the Purchaser to consummate the transactions contemplated by this Agreement or on the Sellers or any of their Affiliates, each representation and warranty contained in Article III (disregarding all materiality and material adverse effect qualifications contained therein) shall be true and correct (i) as if restated on and as of the Closing Date or (ii) if made as of a date specified therein, as of such date, except in each case for any failure to be true and correct that has not had a Material Adverse Effect. The Sellers shall have received a certificate of the Purchaser to such effect signed by a duly authorized officer thereof.

(b) The covenants contained in this Agreement to be complied with by the Purchaser on or before the Closing shall have been complied with and not been breached in any material respect. The Sellers shall have received a certificate of Purchaser to such effect signed by a duly authorized officer thereof.

(c) Each of the deliveries required to be made to the Sellers pursuant to Section 2.3(b) shall have been so delivered.

(d) The Stalking Horse and SISP Orders and the Sale Orders shall have been entered and shall not have been stayed as of the Closing.

8.3 Conditions to Purchaser's Obligation. The Purchaser's obligation to effect, and to cause the relevant Designated Purchasers to effect, the Closing shall be subject to the fulfillment (or express written waiver by the Purchaser), at or prior to the Closing, of each of the following additional conditions:

(a) Each of the representations and warranties set forth in ARTICLE IV, disregarding all materiality and Material Adverse Effect qualifications contained therein, shall be true and correct (i) as if restated on and as of the Closing Date or (ii) if made as of a date specified therein, as of such date, except in each case for any failure to be true and correct that has not had a Material Adverse Effect. The Purchasers shall have received a certificate of each of the Sellers to such effect signed by a duly authorized officer thereof.

(b) The covenants, obligations and agreements contained in this Agreement to be complied with by the Sellers on or before the Closing shall not have been breached in any material respect. The Purchasers shall have received a certificate of each of the Sellers to such effect signed by a duly authorized officer thereof.

(c) There shall not have occurred any changes, effects or circumstances constituting, or which would be reasonably likely to result in, individually or in the aggregate, a Material Adverse Effect.

(d) The Bankruptcy Courts shall have approved and authorized the assumption and assignment of such Assigned Contracts with respect to which the Purchaser shall have provided the requisite adequate assurance.

(e) The Purchaser's agreement to be bound by the Collective Labor Agreements ratified on March 14, March 15 and March 16, 2012 contained in Section 7.1(b) hereof shall have been acknowledged in writing by the applicable Unions and such Collective Labor Agreements and Memoranda of Agreements attached thereto shall continue to be in full force and effect on and after the Closing Date without modification and, for greater certainty, subject to the Purchaser complying with the Sellers' commitments related to retired hourly employees who are members or former members of the applicable Unions at all times during the term of the Collective Labor Agreements.

(f) Each of the deliveries required to be made to the Purchaser pursuant to Section 2.3(b) shall have been so delivered.

(g) The Stalking Horse and SISP Orders and the Sale Orders shall have been entered and shall have become Final Orders.

(h) All Consents listed in Section 8.3(h) of the Sellers Disclosure Letter or waivers thereof shall have been obtained.

(i) The Administration Charge, the D&O Charge, the KERP Charge, the Financial Advisor Charge and the Critical Suppliers' Charge (each as defined in the Amended and Restated Initial CCAA Order) shall have been released, discharged or terminated.

(j) The Canadian Court shall have granted a Final Order, in form and substance acceptable to the Purchaser, providing that the Purchaser shall not be bound by or responsible for any liabilities or obligations of the Sellers under any of the Seller Employee Plans other than the Transferred Employee Plans.

ARTICLE IX
TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by either Party, upon written notice to the other:

(i) by mutual written consent of the Sellers and the Purchaser;

(ii) in the event of a material breach by such other Party of such other Party's representations, warranties, agreements or covenants set forth in this Agreement, which breach (A) would result in a failure of the conditions to Closing set forth in Section 8.2 or Section 8.3, as applicable, and (B) is not cured within seven (7) days from receipt of a written notice from the non-breaching Party;

(iii) if a Government Entity issues an Order prohibiting the transactions contemplated hereby; or

(iv) upon the entry of an order by the Bankruptcy Court authorizing a Superior Offer, unless the Purchaser's bid, as reflected by this Agreement and as the same may be modified at the Auction, is the Backup Bid (as defined in the SISP) under the SISP, in which case, upon the closing of a Superior Offer;

(b) by Purchaser, upon written notice to the Sellers:

(i) if the Auction is not conducted by _____, 2012;

(ii) if the Sale Orders are not entered by _____, 2012 or become Final Orders by _____, 2012;

(iii) if the Closing does not take place by _____, 2012;

(iv) if the Sellers announce any plan of liquidation or support any such plan filed by any other Party in lieu of consummating this Agreement;

(v) upon the sale, transfer or other disposition, directly or indirectly, of any material portion of the Business or the Assets (other than as a going concern) in connection with the closure, liquidation or winding up of the Business or any of the Sellers;

(vi) if there are any outstanding proceedings challenging the priority claim of the Senior Secured Notes Indenture;

(vii) if the CCAA Cases are terminated or a trustee in bankruptcy or receiver is appointed in respect of any of the Canadian Debtors or their respective Assets, and such trustee in bankruptcy or receiver refuses to proceed with the transactions contemplated by this Agreement; or

(viii) if a Material Adverse Effect occurs.

provided, however, that the right to terminate this Agreement pursuant to Section 9.1(a)(ii) and Section 9.1(b)(iii) shall not be available to any Party whose breach hereof has been the principal cause of, or has directly resulted in, the event or condition purportedly giving rise to a right to terminate this Agreement under such clauses.

9.2 Expense Reimbursement. Notwithstanding anything in this Agreement to the contrary, the Sellers agree to pay the Purchaser, or to such Person as the Purchaser may direct, the Expense Reimbursement, which expense reimbursement shall not exceed $1,000,000, with the Expense Reimbursement being paid by the Sellers to the Purchaser, or to such Person as the Purchaser may direct, upon the earlier to occur of (a) the entry of an order by the Canadian Court or U.S. Bankruptcy Court approving a Superior Offer and (b) the termination of this Agreement in accordance with the terms set forth in Section 9.1 (except for any termination pursuant to Section 9.1(a)(i) or 9.1(a)(ii) in the event of the Purchaser's breach), provided that the Purchaser shall be required to provide to the Sellers such documentation as the Sellers may reasonably request evidencing the expenses and fees in respect of which a request for reimbursement is made hereunder. The obligation of the Sellers to pay the Expense Reimbursement shall be joint and several among the Sellers. The provision for payment of the Expense Reimbursement is an integral part of this Agreement without which the Purchaser would not have entered into this Agreement.

9.3 Effects of Termination. If this Agreement is terminated pursuant to Section 9.1, all further obligations of the Parties under or pursuant to this Agreement shall terminate without further liability of any Party to the other except for the provisions of (a) Section 5.5 (Public Announcements), (b) Section 5.8 (Transaction Expenses), (c) Section 9.2 (Expense Reimbursement), (d) Section 9.3 (Effects of Termination), (e) Section 10.6 (Successors and Assigns), (f) Section 10.7 (Governing Law; Submission to Jurisdiction; Waiver of Jury Trial) and (g) Section 10.8 (Notices); *provided, that* nothing herein shall relieve any Party from liability for any breach of this Agreement occurring before the termination hereof and thereof.

ARTICLE X
MISCELLANEOUS

10.1 No Survival of Representations and Warranties or Covenants. No representations or warranties, covenants or agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive beyond the Closing Date. Accordingly, no claim of any nature whatsoever for breach of such representations, warranties, covenants or agreements may be made, or Action instituted, after the Closing Date. Notwithstanding the foregoing, the covenants and agreements that by their terms are to be satisfied after the Closing Date shall survive until satisfied in accordance with their terms.

10.2 Sellers Disclosure Letter Supplements. From time to time prior to the Closing, the Sellers shall supplement or amend the Sellers Disclosure Letter with respect to any matter that, if existing, occurring or known at the date of this Agreement, would have been required to be set forth or described in the Sellers Disclosure Letter. The Sellers Disclosure Letter shall be deemed amended by all such supplements and amendments for all purposes (except for purposes

of determining whether the conditions set forth in Section 8.2(a) of the Agreement have been satisfied), unless within ten (10) days from the receipt of such supplement or amendment the Purchaser provides notice in good faith that the facts described in such supplement or amendment would reasonably be expected to have a Material Adverse Effect.

10.3 Remedies. No failure to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement by any Party will operate as a waiver of such right, remedy, power or privilege, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege.

10.4 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10.5 Consent to Amendments; Waivers. No Party shall be deemed to have waived any provision of this Agreement or any of the other Transaction Documents unless such waiver is in writing, and then such waiver shall be limited to the circumstances set forth in such written waiver. This Agreement and the Ancillary Documents shall not be amended, altered or qualified except by an instrument in writing signed by all the Parties hereto or thereto, as the case may be.

10.6 Successors and Assigns. Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements set forth in this Agreement or any of the Ancillary Agreements by or on behalf of the Parties thereto will be binding upon and inure to the benefit of such Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the other Party, which consent may be withheld in such Party's sole discretion, except for (i) assignment to an Affiliate of a Party (provided that such Party remains liable jointly and severally with its assignee Affiliate for the assigned obligations to the other Party), and (ii) assignment by any of the Canadian Debtors pursuant to any plan of arrangement approved by the Canadian Court, which will not require the consent of the Purchaser.

10.7 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement, and any relief or remedies sought by any Parties, shall be governed exclusively by the Laws of the State of New York without regard to the rules of conflict of laws applied therein or any other jurisdiction.

(b) To the fullest extent permitted by applicable Law, each Party (i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in (A) the U.S. Bankruptcy Court, if brought prior to the entry of a final decree closing the Chapter 15 Case, with respect to the U.S. Debtors, (B) the Canadian Court, if brought prior to the entry of a final decree closing the CCAA Cases,

with respect to the Canadian Debtors, or (C) in the federal courts in the Southern District of New York (collectively, the "***Courts***"), if brought after entry of such final decree closing the Chapter 15 Case or CCAA Cases, mutatis mutandis, and shall not be brought, in any court in the United States of America, Canada, or any court in any other country, (ii) agrees to submit to the exclusive jurisdiction of the Courts, as applicable pursuant to the preceding clauses (i)(A), (B) and (C), for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, (iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of any such Action brought in such a court or any claim that any such Action brought in such a court has been brought in an inconvenient forum, (iv) agrees that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 10.8 or any other manner as may be permitted by Law shall be valid and sufficient service thereof, and (v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY. EACH PARTY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE ANCILLARY AGREEMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.7.

10.8 Notices. All demands, notices, communications and reports provided for in this Agreement shall be deemed given if in writing and delivered, if sent by telecopy, electronic mail, courier or sent by reputable overnight courier service (delivery charges prepaid) to any Party at the address specified below, or at such other address, to the attention of such other Person, and with such other copy, as the recipient Party has specified by prior written notice to the sending Party pursuant to the provisions of this Section 10.8.

If to the Purchaser to:

CP Acquisition, LLC
c/o Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attention: Michael S. Stamer, Esq. and Stephen B. Kuhn, Esq.
E-mail address: mstamer@akingump.com and skuhn@akingump.com

With copies (that shall not constitute notice) to:

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attention: Michael S. Stamer, Esq. and Stephen B. Kuhn, Esq.
E-mail address: mstamer@akingump.com and skuhn@akingump.com

Fraser Milner Casgrain LLP
Royal Trust Tower
77 King Street West
Toronto, ON M5K 0A1
Attention: Ryan C. Jacobs, Esq. and R. Shayne Kukulowicz, Esq.
E-mail address: ryan.jacobs@fmc-law.com and shayne.kukulowicz@fmc-law.com

If to the Sellers, to:

Catalyst Paper Corporation
2nd Floor, 3600 Lysnader Lane
Richmond, BC V7B IC3
Attention: David Adderley, General Counsel
E-mail address: david.adderley@catalystpaper.com

With copies (that shall not constitute notice) to:

Blake, Cassels & Graydon LLP
595 Burrard Street
P.O. Box 49314
Suite 2600, Three Bentall Centre
Vancouver BC V7X 1L3
Attention: Peter Kalbfleisch
Email: peter.kalbfleisch@blakes.com

Skadden, Arps, Slate, Meagher & Flom LLP
222 Bay Street, Suite 1750
P.O. Box 258
Toronto, Ontario
Canada M5K IJ5
Attention: Christopher W. Morgan, Esq.
E-mail address: Christopher.morgan@skadden.com

Skadden, Arps, Slate, Meagher & Flom LLP
300 South Grand Avenue
Suite 3400
Los Angeles, VA 90071

Attention: Van C. Durrer II, Esq.
E-mail address: van.durrer@skadden.com

Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by facsimile transmission or electronic mail, or on the calendar day after deposit with a reputable overnight courier service, as applicable.

10.9 Exhibits; Sellers Disclosure Letter. The Sellers Disclosure Letter and the Exhibits attached hereto constitute a part of this Agreement and are incorporated into this Agreement for all purposes as if fully set forth herein.

10.10 Counterparts. The Parties may execute this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), each of which will be an original and all of which together will constitute one and the same instrument.

10.11 No Presumption. The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that such Party drafted or was more responsible for drafting the provisions.

10.12 Severability. If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, illegal or incapable of being enforced in any jurisdiction, (i) as to such jurisdiction, the remainder of this Agreement or the application of such provision, clause or part under other circumstances, and (ii) as for any other jurisdiction, any provision of this Agreement, shall not be affected and shall remain in full force and effect, unless, in each case, such invalidity, illegality or unenforceability in such jurisdiction materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement. Upon such determination that any clause or other provision is invalid, illegal or incapable of being enforced in such jurisdiction, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible even in such jurisdiction.

10.13 Specific Performance.

(a) Purchaser acknowledges and agrees that any breach of the terms of this Agreement by Purchaser would give rise to irreparable harm for which money damages would not be an adequate remedy, and, accordingly agrees that, in addition to any other remedies, Seller shall be entitled to enforce the terms of this Agreement, including, for the avoidance of doubt, Purchaser's obligation to fund the Purchase Price, by a decree of specific performance without the necessity of proving the inadequacy of money damages as a remedy and without the necessity of posting a bond.

(b) Purchaser agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that (i) there is adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or equity. In the event Seller seek an injunction or injunctions to prevent breaches of this Agreement when expressly available pursuant to the terms of this Agreement and to enforce specifically the terms and provisions of this Agreement when expressly available pursuant to the terms of this Agreement, they shall not be required to provide any bond or other security in connection with any such order or injunction.

(c) Nothing in this Section 10.13 shall limit the rights of Purchaser to seek or obtain enforcement of the Stalking Horse and SISP Order or the Sale Orders after the entry of such orders or of this Agreement.

10.14 Entire Agreement. This Agreement and the Ancillary Agreements set forth the entire understanding of the Parties relating to the subject matter thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral, are superseded by this Agreement and the Ancillary Agreements, and all such prior or contemporaneous understandings, agreements, representations and warranties are hereby terminated. In the event of any irreconcilable conflict between this Agreement and any of the Ancillary Agreements, the provisions of this Agreement shall prevail, regardless of the fact that certain Ancillary Agreements, such as the Local Sale Agreement, may be subject to different governing Laws (unless the Ancillary Agreement expressly provides otherwise).

10.15 Damages. Under no circumstances shall any Party be liable for punitive damages or indirect, special, incidental, or consequential damages arising out of or in connection with this Agreement or the transactions contemplated hereby or any breach or alleged breach of any of the terms hereof, including damages alleged as a result of tortious conduct.

10.16 Bulk Sales Laws. Each Party waives compliance by the other Party with any applicable bulk sales Law.

[NTD: Entities that hold only Excluded Assets in square brackets below. Omit if assets are not purchased]

IN WITNESS WHEREOF, the Parties have duly executed this Asset Sale Agreement as of the date first written above.

CATALYST PAPER CORPORATION

By:_____
Name:
Title:

[0606890 B.C. LTD.]

By:_____
Name:
Title:

CATALYST PAPER GENERAL PARTNERSHIP by its Managing Partner, CATALYST PAPER CORPORATION

By:_____
Name:
Title:

[CATALYST PAPER ENERGY HOLDINGS INC.]

By:_____
Name:
Title:

CATALYST PULP AND PAPER SALES INC.

By:_____
Name:
Title:

CATALYST PULP OPERATIONS LIMITED

By:_____
Name:
Title:

CATALYST PULP SALES INC.

By:_____
Name:
Title:

ELK FALLS PULP AND PAPER LIMITED

By:_____
Name:
Title:

[PACIFICA POPLARS LTD.]

By:_____
Name:
Title:

[CATALYST PAPER HOLDINGS INC.]

By:_____
Name:
Title:

[CATALYST PAPER RECYCLING INC.]

By:_____
Name:
Title:

[CATALYST PAPER (SNOWFLAKE) INC.]

By:_____
Name:
Title:

CATALYST PAPER (USA) INC.

By:_____
Name:
Title:

[PACIFICA PAPERS SALES INC.]

By:_____
Name:
Title:

[PACIFICA PAPERS US INC.]

By:_____
Name:
Title:

[PACIFICA POPLARS INC.]

By:_____
Name:
Title:

[THE APACHE RAILWAY COMPANY]

By:_____
Name:
Title:

CP ACQUISITION, LLC

By: _____

Name: _____

Title: _____

Exhibit A

Relevant Antitrust Authorities

- Canada
- United States of America

Such other foreign jurisdictions as will be determined promptly upon debtor providing information on activities in foreign jurisdictions

This is Exhibit "B" referred to in the affidavit of A. Crabtree sworn before me this 30 day of March 2012

A Commissioner for taking Affidavits for British Columbia

SCHEDULE 2.1(b)(x)

Excluded Assets

1. Powell River

All of the Sellers' right, title and interest in Powell River Energy Inc. ("PREI") and the Powell River Energy Limited Partnership ("PRELP") including:

(a) 50,001 Common Shares in PREI;

(b) long term debt of $20.8 million owing by PREI to Catalyst Paper Energy Holdings Inc. ("CPEHI"), maturing December 21, 2021 under subordinated promissory notes issued by PREI and any other indebtedness owing to CPEHI by PREI or PRELP; and

(c) a 49.95% limited partnership interest in PRELP under a limited partnership agreement between 3795669 Canada Limited, as general partner and Pacific Paper Inc. (predecessor to CPEHI) and Powell River Energy Trust, as limited partners.

2. Elk Falls

All right, title and interest, whether direct or indirect, in and to the following lands and any fixtures or appurtenances thereto, more particularly described as:

PID	Description
000 849 731	District Lot 120 (DD 215778I) Sayward District Except Part in Plans 14946 and VIP57724
000 849 821	That part of District Lot 67 Sayward District shown outlined in red on Plan 1374 RW
000 848 905	Lot A District Lot 68 Sayward District Plan 20538
000 849 561	That part of District Lot 151 Sayward District shown outlined in red on Plan 1433R
000 849 502	That Part of District Lot 163 Sayward District shown outlined in red on Plan 1431R
001 233 475	Block B of Lot 1504 Sayward District
001 233 467	Block C of Lot 1504 Sayward District
001 233 459	Block D of Lot 1504, Sayward District
000 848 913	Lot 1 District Lot 68 Sayward District Plan 16712
000 849 855	That part of District Lot 52 Sayward District shown outlined in red on Plan 659 RW

000 849 847	That part of District Lot 67 Sayward District shown outlined in red on Plan 659 RW
000 849 910	District Lot 26 Sayward District except part in Plans 34604 and 42540
000 848 921	Lot 1 District Lot 109 Sayward District Plan 16956
000 849 430	District Lot 164 Sayward District shown outlined in red on Plan 1431R
001 233 432	District Lot 109 Sayward District except Parcel A (DD 285472 I) and those parts in Plans 1373 R, 16956, 19371, 50636 and VIP54479, VIP64521 and EPP7297
001 233 441	Lot 1599 Sayward District except that portion in Plan VIP64521
000 846 287	District Lot 2 Sayward District except those parts in Plans 19371, 42540, 50636, VIP64521 and VIP64522

along with any water lot leases, water licenses and permits associated with the above properties.

3. Poplar Farms

U.S. Poplar Farm Lands

All right, title and interest, whether direct or indirect, in and to any real property forming part of the following poplar farms owned by the Sellers located in Washington State:

1. Roney poplar farm comprised of 163 acres;
2. Misich-John poplar farm comprised of 486.5 acres;
3. Ricci- Marshall poplar farm comprised of 76.69 acres;
4. Hansen poplar farm comprised of 415 acres;
5. Cook poplar farm comprised of 48.83 acres;
6. Pound poplar farm comprised of 38.63 acres;
7. Osborne poplar farm comprised of 39.2 acres;
8. Harless poplar farm comprised of 44.37 acres;
9. Coffelt poplar farm comprised of 16.6 acres;
10. Buyco poplar farm comprised of 57.6 acres;
11. Burgler poplar farm comprised of 13.9 acres;
12. Hersman poplar farm comprised of 35.7 acres;
13. White poplar farm comprised of 44.9 acres;
14. Hovander poplar farm comprised of 2 parcels of 55.6 acres and 14.8 acres;
15. Hawley poplar farm comprised of 55.4 acres;
16. Shelter poplar farm comprised of 53.4 acres; and
17. Holtcamp poplar farm comprised of 159 acres.

Canadian Poplar Farm Lands

All right, title and interest, whether direct or indirect, in and to any real property forming part of the following poplar farms owned by the Sellers and located in Vancouver Island, British Columbia:

1. Granville poplar farm comprised of 51.9 acres; and
2. Sacks poplar farm comprised of 116.1 acres.

Miscellaneous:

12-10221-PJW Catalyst Paper Corporation

Type: bk	Chapter: 15 v	Office: 1 (Delaware)
Assets: y	Judge: PJW	Case Flag: CLAIMS, MEGA, LEAD

U.S. Bankruptcy Court

District of Delaware

Notice of Electronic Filing

The following transaction was received from Van C. Durrer entered on 4/12/2012 at 3:59 PM EDT and filed on 4/12/2012

Case Name: Catalyst Paper Corporation
Case Number: 12-10221-PJW
Document Number: 107

Docket Text:
Declaration *(Seventh) of Brian Baarda* (related document(s)[106]) Filed by Catalyst Paper Corporation. (Attachments: # (1) Exhibit A - Part 1# (2) Exhibit A - Part 2# (3) Exhibit A Part 3# (4) Exhibit B# (5) Exhibit C# (6) Exhibit D# (7) Exhibit E Part 1# (8) Exhibit E Part 2# (9) Exhibit E Part 3) (Durrer, Van)

The following document(s) are associated with this transaction:

Document description: Main Document
Original filename:H:\temp\convert\01 - Seveth BAARDA DEC - SIGNED.pdf
Electronic document Stamp:
[STAMP bkecfStamp_ID=983460418 [Date=4/12/2012] [FileNumber=10703503-0
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Document description: Exhibit A - Part 1
Original filename:02 - Part 1 of Exhibit A.pdf
Electronic document Stamp:
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Document description: Exhibit A - Part 2
Original filename:03 - Part 2 of Exhibit A.pdf
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Document description: Exhibit A Part 3
Original filename:04 - Part 3 of Exhibit A.pdf
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