

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re : Chapter 11
:
NEWPAGE CORPORATION, et al., : Case No. 11-12804 (KG)
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Debtors.1 : Jointly Administered
:
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NOTICE OF ENTRY OF ORDER CONFIRMING DEBTORS'
MODIFIED FOURTH AMENDED JOINT CHAPTER 11 PLAN

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. Confirmation of the Plan. NewPage Corporation ("NewPage") and those of its subsidiaries and affiliates that are debtors and debtors in possession (collectively with NewPage, the "Debtors") in these jointly administered cases under chapter 11 of title 11 of the United States Code, hereby give notice that the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered an order (the "Confirmation Order") [Docket No. 2945] confirming the Debtors' Modified Fourth Amended Joint Chapter 11 Plan, dated December 12, 2012 (the "Plan").2 The Confirmation Date is December 14, 2012.

2. Effective Date. The Effective Date of the Plan is scheduled to be on or about December 27, 2012; provided, however, the Effective Date may be changed as authorized by the Plan. If the Effective Date of the Plan occurs on a date other than December 27, 2012, you will receive additional notice of the deadlines set forth in Paragraphs 5 and 6 herein, below.

3. Effect of the Occurrence of the Effective Date. Upon the occurrence of the Effective Date, in accordance with and not in limitation of sections 524 and 1141 of the Bankruptcy Code, and except as provided in the Plan, the Confirmation Order, or other applicable order of the Bankruptcy Court:

1 The Debtors in these chapter 11 cases, and each Debtor's federal tax identification number, are: Chillicothe Paper Inc. (6154), Escanaba Paper Company (5598), Luke Paper Company (6265), NewPage Canadian Sales LLC (5384), NewPage Consolidated Papers Inc. (8330), NewPage Corporation (6156), NewPage Energy Services LLC (1838), NewPage Group Inc. (2465), NewPage Holding Corporation (6158), NewPage Port Hawkesbury Holding LLC (8330), NewPage Wisconsin System Inc. (3332), Rumford Paper Company (0427), Upland Resources, Inc. (2996), and Wickliffe Paper Company LLC (8293). The Debtors' corporate headquarters is located at 8540 Gander Creek Drive, Miamisburg, OH 45342.

2 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.



- a. All Claims and Equity Interests against the Debtors shall be, and shall be deemed to be, discharged to the fullest extent provided by section 1141 of the Bankruptcy Code. Except as provided in the Plan, upon the Effective Date, all holders of Claims and Equity Interests shall be precluded and enjoined from asserting against the Reorganized Debtors, or any of their assets or properties, any other or further Claim or Equity Interest based upon an act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a proof of Claim or Equity Interest; and
- b. All Entities who have held, hold, or may hold Claims or Equity Interests that are discharged pursuant to the Plan are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind on any Equity Interest, Claim or Cause of Action discharged, released or waived pursuant to the Plan or the SEO Settlement Agreement against the Debtors, the other Releasees, the Estates, the Reorganized Debtors, or their respective properties or interests in properties, (ii) enforcing, attaching, collecting or recovering by any manner or means of any judgment, award, decree or order relating to any Equity Interest, Claim or Cause of Action discharged, released or waived pursuant to the Plan or the SEO Settlement Agreement against the Debtors, the other Releasees, the Estates, the Reorganized Debtors, or their respective properties or interests in properties, (iii) creating, perfecting, or enforcing any Encumbrance or Lien of any kind securing a Claim or other debt, liability, or Equity Interest or Cause of Action discharged, released or waived pursuant to the Plan or the SEO Settlement Agreement against the Debtors and the other Releasees, the Estates, the Reorganized Debtors, or their respective property or interests in property, and (iv) except to the extent provided, permitted, or preserved by sections 553, 555, 556, 559, or 560 of the Bankruptcy Code or pursuant to the common law, and not discharged, released or waived pursuant to the Plan or SEO Settlement Agreement, exercising any right of recoupment, setoff or subrogation against any obligation due from the Debtors, the other Releasees, the Estates, the Reorganized Debtors or against their respective property or interests in property, with respect to any Equity Interest, Claim or Cause of Action that is discharged, released or waived pursuant to the Plan or the SEO Settlement Agreement. To clarify the foregoing, nothing in the Plan or Confirmation Order shall impair any offset and/or recoupment right of the United States of America or any agency or instrumentality thereof, provided that the United States' preserved offset rights do not include the right to offset any postpetition claim of the Reorganized Debtors for amounts owed to them by the United States of America against any discharged prepetition claim of the United States of America for amounts owed to it by the Debtors.

4. **Record Date.** The Distribution Record Date, or the record date for purposes of receiving Distributions under the Plan, shall be December 14, 2012, the date of entry of the Confirmation Order.

5. ***Administrative Expense Claims Bar Date.*** Except as otherwise provided in the Plan, (i) all requests for payment of an Administrative Expense Claim shall be filed with the Claims Agent and served on the Debtors or the Reorganized Debtors, as applicable, at the addresses set forth in Section 14.16 of the Plan on or before the date that is the 60th day after the Effective Date (the “Administrative Expense Claims Bar Date”),³ and (ii) if no such request is timely filed and served, such Administrative Expense Claim shall be forever barred and shall not be enforceable against the Debtors, or their properties, agents, successors, or assigns, including the Reorganized Debtors. Unless the United States Trustee, the Debtors, the Reorganized Debtors, or the First Lien Notes Trustee (as applicable) object to an Administrative Expense Claim within 45 days after receipt of a request for payment, such Administrative Expense Claim shall be deemed Allowed in the amount requested. If the United States Trustee, the Debtors, the Reorganized Debtors, or the First Lien Notes Trustee (as applicable) object to an Administrative Expense Claim, the Bankruptcy Court shall determine the Allowed amount of such Administrative Expense Claim; *provided, however*, that the United States Trustee, the Debtors, the Reorganized Debtors, or the First Lien Notes Trustee, as applicable, and the applicant may resolve such objection by stipulation, without further action of the Bankruptcy Court. Notwithstanding the foregoing, no request for payment of an Administrative Expense Claim need be filed with respect to an Administrative Expense Claim which is paid or payable by a Debtor in the ordinary course of business.

6. ***Compensation of Professionals – Bar Date.*** All holders of a Claim for an award by the Bankruptcy Court of compensation for services rendered or reimbursement of expenses incurred through and including the Effective Date pursuant to sections 503(b)(2), 503(b)(3), 503(b)(4), or 503(b)(5) of the Bankruptcy Code shall (i) file their respective final applications for allowances of compensation for services rendered and reimbursement of expenses incurred through the Effective Date by the date that is the 90th day after the Effective Date (the “Professional Fees Bar Date”), and (ii) if granted such an award by the Bankruptcy Court, be paid in full in such amounts as are Allowed by the Bankruptcy Court to the extent not previously paid in full in such amounts as are Allowed by the Bankruptcy Court to the extent not previously paid by prior order of the Bankruptcy Court (a) on the date on which such Administrative Expense Claim becomes an Allowed Administrative Expense Claim, or as soon thereafter as is reasonably practicable, or (b) upon such other terms as may be mutually agreed upon between such holder of an Administrative Expense Claim and the Reorganized Debtors.

7. ***Executory Contracts and Unexpired Leases.*** Pursuant to Section 8.1 of the Plan, any executory contract or unexpired lease of personal property (i) that has not expired by its own terms on or prior to the Confirmation Date, (ii) which has not been assumed, assumed and assigned, assumed as modified, or rejected with the approval of the Bankruptcy Court, or (iii) which is not the subject of a motion to assume, assume and assign, assumed as modified, or reject as of the Confirmation Date, shall be: (a) deemed rejected by the Debtors if listed on Schedule 8.1(A) of the Plan Supplement, (b) deemed assumed by the Debtors if listed on Schedule 8.1(B) of the Plan Supplement, (c) deemed assumed by the Debtors as modified if listed on Schedule 8.1(C) of the Plan Supplement, (d) deemed assumed by the Debtors and

³ The Debtors shall provide the First Lien Notes Trustee with copies of any Administrative Expense Claims filed prior to the Effective Date.

assigned if listed on Schedule 8.1(D) of the Plan Supplement, or (e) deemed assumed, rejected, or terminated consistent with the treatment contemplated by the SEO Settlement Agreement if listed on Schedule 8.1(E) of the Plan Supplement. Further, any executory contract or unexpired lease of personal property not listed in Schedules 8.1(A)-(E) of the Plan Supplement shall be deemed assumed, except as otherwise provided in Schedule 8.1 of the Plan Supplement.

8. ***Rejection of Executory Contracts and Unexpired Leases – Bar Date.*** Should the rejection of an executory contract or unexpired lease by the Debtors pursuant to Section 8.1 of the Plan result in rejection damages to the non-debtor party or parties to such contract or lease, any claim for such rejection damages, if not heretofore evidenced by a filed proof of claim, shall be forever barred and shall not be enforceable against the Debtors, or their properties, agents, successors, or assigns, unless a proof of claim is filed with the Debtors' court-appointed claims agent or with the Bankruptcy Court and served upon the Debtors or Reorganized Debtors, at the addresses in Section 14.16 of the Plan, on or before 30 days after the later to occur of (a) the Confirmation Date (December 14, 2012), and (b) the date of entry of an order by the Bankruptcy Court authorizing rejection of such executory contract or unexpired lease (the "Contract Rejection Bar Date"). To the extent any non-debtor counterparty objects to the rejection of an executory contract or unexpired lease on any other basis, such objection must be filed with the Court and served on the Debtors or Reorganized Debtors, at the addresses in Section 14.16 of the Plan, so as to be received by the Debtors or Reorganized Debtors on or before the Contract Rejection Bar Date. Nothing herein shall prejudice the rights of the non-debtor party or the Debtors in respect of any assertion that a rejected contract was executory, was terminated prior to rejection or the nature or calculation of any damages with respect thereto.

9. ***Enforcement of Bar Dates.*** Except as otherwise provided in the Plan, any Entity that fails to file a proof of Claim on or before the Administrative Expense Claims Bar Date, Professional Fees Bar Date, or Contract Rejection Bar Date, or any other bar dates established in these Chapter 11 Cases (collectively, the "Bar Dates"), or was not otherwise permitted to file a proof of claim after the applicable Bar Date by a Final Order of the Bankruptcy Court, is and shall be barred, estopped, and enjoined from asserting any such Claim against the Debtors.

10. ***Copies of the Plan and Confirmation Order.*** Copies of the Confirmation Order, the Plan, and related documents are available at <http://kccllc.net/NewPage> or the Bankruptcy Court's website at <http://www.deb.uscourts.gov>. To access documents on the Bankruptcy Court's website, you will need a PACER password and login, which can be obtained at <http://pacer.psc.uscourts.gov>. In addition, the Confirmation Order and the Plan are available for inspection during regular business hours in the office of the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801.

11. ***Binding Nature of the Plan and Its Provisions.*** From and after the Effective Date, the Plan shall be binding upon and inure to the benefit of the Debtors, the holders of Claims and Equity Interests, and their respective successors and assigns, including, without limitation, the Reorganized Debtors.

Dated: December 18, 2012
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP



Laura Davis Jones (Bar No. 2436)
Michael R. Seidl (Bar No. 3889)
Timothy P. Cairns (Bar No. 4228)
919 N. Market Street, 17th Floor.
P.O. Box 8705
Wilmington, Delaware 19899-8705 (Courier 19801)
Telephone: 302.652.4100
Facsimile: 302.652.4400

-and-

Martin J. Bienenstock
Judy G.Z. Liu
Philip M. Abelson
PROSKAUER ROSE LLP
Eleven Times Square
(Eighth Avenue & 41st Street)
New York, NY 10036-8299
Telephone: 212.969.3000
Facsimile: 212.969.2900

*Co-Attorneys for the Debtors and Debtors in
Possession*