

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

Nº: 500-11-048114-157

SUPERIOR COURT
Commercial Division
(Sitting as a court designated pursuant to the *Companies'*
Creditors Arrangement Act, R.S.C., c. 36, as amended)

**IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF:**

BLOOM LAKE GENERAL PARTNER LIMITED

QUINTO MINING CORPORATION

8568391 CANADA LIMITED

CLIFFS QUEBEC IRON MINING ULC

Petitioners

-and-

**THE BLOOM LAKE IRON ORE MINE LIMITED
PARTNERSHIP**

BLOOM LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

-and-

MOELIS & COMPANY LLC

Mise-en-cause

**MOTION FOR AN ORDER
AUTHORIZING THE ENGAGEMENT OF A SALE ADVISOR AND
AMENDING THE INITIAL ORDER**
(Section 11 *ff.* of the *Companies' Creditors Arrangement Act*)

**TO THE HONORABLE STEPHEN W. HAMILTON, J.S.C. OR ONE OF THE HONORABLE
JUDGES OF THE SUPERIOR COURT, SITTING IN THE COMMERCIAL DIVISION FOR THE
DISTRICT OF MONTREAL, THE CCAA PARTIES (AS DEFINED BELOW) SUBMIT:**

1. **BACKGROUND**

1. On January 27, 2015, Mr. Justice Martin Castonguay, J.S.C., issued an Initial order pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") in respect of the Petitioners and the Mises-en-cause (the "**CCAA Parties**"), as appears from the Court record.
2. Pursuant to the aforementioned Initial Order, *inter alia*, FTI Consulting Canada Inc. was appointed as monitor of the CCAA Parties (the "**Monitor**") (para. 39 of the Initial Order) and a stay of proceedings was ordered until February 26, 2015 (the "**Stay Period**") (para. 8 *ff.* of the Initial Order).
3. On February 20, 2015, Mr. Justice Stephen Hamilton, J.S.C., issued an Amended Initial order (the "**Initial Order**"¹) in respect of the CCAA Parties, by which *inter alia* the extension of the Stay Period in respect of the CCAA Parties was extended until April 30, 2015 and allowed the CCAA Charges to rank ahead of all Encumbrances affecting the Property, as appears from the Initial Order communicated herewith as **Exhibit R-1**.
4. The CCAA Parties hereby seek:
 - a) the engagement of Moelis & Company LLC as the CCAA Parties' mergers and acquisitions financial advisor (the "**Sale Advisor**") to assist, *inter alia*, with the implementation of a sale and investor solicitation process ("**SISP**"), for which Court approval will be sought by way of a separate Motion; and
 - b) the creation of a Sale Advisor Charge (as defined herein) to have priority over all claims of unsecured creditors of the CCAA Parties, but to be subordinated to the existing CCAA Charges and secured claims.
5. Pursuant to paragraph 54 of the Initial Order, all motions in these CCAA proceedings are to be brought on not less than ten (10) calendar days' notice to all Persons on the service list. Each motion must specify a date (the "**Initial Return Date**") and time (the "**Initial Return Time**") for the hearing.
6. The service of the present Motion serves as notice pursuant to paragraph 54 of the Initial Order.
7. Paragraph 55 of the Initial Order requires that any Person wishing to object to the relief sought on a motion in the CCAA Proceedings must serve responding motion materials or a notice stating the objection to the motion and the grounds for such objection (a "**Notice of Objection**") in writing to the moving party, the CCAA Parties and the Monitor, with a copy to all Persons on the service list, no later than 5 p.m. Montreal time on the date that is four (4) calendar days prior to the Initial Return Date (the "**Objection Deadline**"). Accordingly, any parties wishing to object to the relief sought on this Motion must serve responding motion materials or a Notice of Objection no later than 5 p.m. Montreal time on April 13, 2015.

¹ Except as otherwise provided for herein, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Initial Order.

8. Paragraph 56 of the Initial Order further provides that if no Notice of Objection is served by the Objection Deadline, the Judge having carriage of the motion may determine whether a hearing is necessary, whether such hearing will be in person, by telephone or in writing and the parties from whom submissions are required (collectively, the "**Hearing Details**"). Paragraph 57 provides that the Monitor shall communicate with the Judge and the service list with respect to the Hearing Details.

2. THE ENGAGEMENT OF THE SALE ADVISOR

9. The CCAA Parties hereby seek the appointment of the Sale Advisor who will provide, *inter alia*, consultation and assistance pursuant to the terms of the SISF and the engagement letter dated as of March 23, 2015 (the "**Engagement Letter**"), a redacted version of which is communicated herewith as **Exhibit R-2**; an unredacted copy thereof under confidential seal as **Exhibit R-2A**.
10. The CCAA Parties request that the unredacted version of the Engagement Letter be filed under seal and be kept confidential, as the disclosure of the terms thereof could affect the offers to be made to the CCAA Parties in connection with the purchase of their assets, which would be prejudicial to potential recovery by their creditors.
11. It is in the CCAA Parties' best interest to retain the services of the Sale Advisor, who has extensive background on the businesses and assets of the CCAA Parties and the relevant expertise needed to execute the SISF, evaluate the CCAA Parties' business and identify strategic partners, purchasers and potential investors.
12. In or about October 2014, Moelis & Company LLC ("**Moelis**"), a global investment bank, was verbally engaged by CNR to assist with the solicitation of investment partners and/or purchasers for, among other things, the Eastern Canadian Iron Ore investments of CNR and the Ring of Fire projects (the "**Sales Process**").
13. After the CCAA filing, the CCAA Parties continued to seek the assistance of Moelis to locate investment and/or sale opportunities for their businesses and assets as they had already been engaged by CNR for such purposes and had expended a great deal of time and effort up to the time of the CCAA filing by the CCAA Parties. In addition, Moelis has extensive experience in acting as sales and investment advisor to significant companies in the mining industry (inside and outside of formal insolvency proceedings) as well as experience in Canadian court-supervised CCAA sales and investment solicitation processes as further described in the attached letter from Moelis communicated herewith as **Exhibit R-3**.
14. Pursuant to the Engagement Letter (Exhibit R-2A), the Sale Advisor will assist the CCAA Parties and related parties in:
 - a) conducting a business and financial analysis of the businesses of the CCAA Parties and related parties relating to the Bloom Lake Mine business, the Chromite business and the Wabush Mine business (including the mine, rail and port facilities) (the "**Businesses**");
 - b) developing and implementing the SISF;

- c) identifying and evaluating potential acquirers (each, an “**Acquirer**”) of all or a majority of the equity securities of one or more of the CCAA Parties or related parties, through acquisition or merger, or of a majority of the assets, properties or business of any of the Businesses (each, a “**Transaction**”);
 - d) contacting potential Acquirers that the Sale Advisor and the CCAA Parties or related parties have agreed may be appropriate for a Transaction, and meeting with and providing them such information about the Businesses as may be appropriate and acceptable to the Company, subject to customary business confidentiality;
 - e) preparing information materials describing the Businesses, which the Sale Advisor may distribute to potential Acquirers;
 - f) developing a strategy to effectuate one or more Transactions;
 - g) structuring and negotiating the Transactions and participating in such negotiations as requested;
 - h) meeting with the CCAA Parties’ and related parties’ Boards of Directors and/or the Monitor, as requested by the CCAA Parties, to discuss any proposed Transaction and its financial implications;
 - i) providing a written report or affidavit(s) as may be reasonably requested by the CCAA Parties and related parties or by the Monitor with respect to the sale process for each proposed Transaction in connection with obtaining Court approval of such Transaction;
 - j) if requested by the CCAA Parties, participating in hearings before the this Court, and providing relevant testimony with respect to the sale process for each of the Transactions; and
 - k) rendering such other financial advisory and investment banking services as customarily provided in connection with the marketing and negotiation of each Transaction, as requested by the CCAA Parties and as may be reasonably agreed to by Moelis.
15. The Sale Advisor’s role—which is essentially to assist in conducting a sales process and concluding a Transaction or Transactions—will be distinct from and complementary to the role of the Monitor—which is essentially to oversee the CCAA proceedings and to assist the CCAA Parties with their Restructuring,² and reporting to the Court.
16. As appears from the Engagement Letter (Exhibit R-2A), the Sale Advisor’s fee structure negotiated by the CCAA Parties contemplates a monthly fee for a limited period of time (the “**Monthly Retainer Fee**”) earned from the commencement date of these CCAA proceedings, as well as fees payable upon the closing of any Transaction (the

² Defined as the orderly restructuring of the business and financial affairs of the CCAA Parties (para. 33 of the Initial Order).

"**Transaction Fees**"). The CCAA Parties are of the view that this fee structure is reasonable in light of the prevailing market conditions.

17. The engagement of the Sale Advisor and the Engagement Letter is conditional upon the Court's approval of the Engagement Letter and the engagement of the Sale Advisor pursuant to the terms thereof, retroactively to the date of the institution of these CCAA proceedings, being January 27, 2015.
18. The Engagement Letter provides that the payment of the Sale Advisor's Monthly Retainer Fee, Transaction Fees and reimbursement of expenses contemplated by the Engagement Letter (whether incurred before or after the date of any order approving this agreement) is to be secured by charge over the property of each such CCAA Company on a several basis securing only those fees and expenses payable by each such Company, with such charge having priority over all claims of unsecured creditors of such CCAA Companies, but to be subordinated to the Administration Charge and Directors' Charge (each as defined in the Initial Order) and all secured claims (collectively, the "**Sale Advisor Charge**").
19. Pursuant to the Initial Order, the CCAA Parties were ordered to pay the reasonable fees and disbursements of, *inter alia*, its advisors, where such fees and disbursements are "directly related to these proceedings, the Plan and the Restructuring" (para. 44 of the Initial Order).
20. As noted above, pursuant to the Engagement Letter (Exhibit R-2A), the Sale Advisor Charge will be subordinated to all CCAA Charges and secured claims, and will have priority only over unsecured creditors.
21. In light of the Monthly Retainer Fee and the Transaction Fees provided for in the Engagement Letter (Exhibit R-2A), a Sale Advisor Charge of US\$8 million is reasonable under the circumstances.
22. The terms of the Engagement Letter are reasonable under the circumstances.
23. The Monitor has advised the CCAA Parties that it supports the CCAA Parties' engagement of the Sale Advisor pursuant to the terms set out in the Engagement Letter (Exhibit R-2A) subject to approval by this Court, and that it will submit shortly a report with its recommendation that this Motion be approved by the Court.
24. Pursuant to paragraphs 54 and 62 of the Initial Order, notice of this Motion and all material documentation in support was provided within the requisite notice period.
25. The Court's approval of the Engagement Letter (Exhibit R-2A) is essential to allow the CCAA Parties to work with the Sale Advisor to analyze and explore all available options and to successfully implement and execute the SISP in order to arrive at the best result for all interested parties.

3. CONCLUSIONS

26. In light of the foregoing, the CCAA Parties hereby respectfully seek the issuance of an Order substantially in the form of the draft Order communicated herewith as **Exhibit R-4**, which provides for, *inter alia*:

- a) the engagement of the Sale Advisor to assist in the implementation of the SISP pursuant to the terms of the Engagement Letter (Exhibit R-2A); and
 - b) the amendment of the Initial Order to create the Sale Advisor Charge to a maximum of US\$8 million.
27. Furthermore, the CCAA Parties also seek an order that unredacted version of the Engagement Letter (Exhibit R-2A) shall be sealed, kept confidential and not form part of the public record due to the sensitive commercial nature of the terms thereof, the disclosure of which would cause material prejudice to the SISP.
28. The CCAA Parties submit further that the notices given of the presentation of the present Motion are proper and sufficient.
29. The Monitor supports the present Motion.
30. The present Motion is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present Motion;

APPROVE the engagement of Moelis & Company LLC (the “**Sale Advisor**”) as of January 27, 2015, as per the terms of the Engagement Letter, a redacted version of which is communicated in support hereof as Exhibit R-2, and an unredacted version of which is communicated in support hereof as Exhibit R-2A to be sealed and kept confidential, subject to further order of this Court;

ORDER that the Initial Order shall be amended to add the following title and paragraph after paragraph 32:

Sale Advisor Charge

32.1 **ORDERS** that Moelis & Company LLC (the “**Sale Advisor**”) shall be entitled to the benefit of and is hereby granted a charge and security be secured by charge over the property of each CCAA Party on a several basis securing only those fees and expenses payable by each such CCAA Party, to a maximum of US\$8 million (the “**Sale Advisor Charge**”) as security for the Monthly Retainer Fee, Transaction Fees and expenses reimbursable pursuant to the Engagement Letter dated March 23, 2015. The Sale Advisor Charge shall have the priority set out in paragraph 47.1 of this Order.

ORDER that the title appearing before paragraph 46 of the Initial Order shall be amended as follows:

Priorities and General Provisions Relating to CCAA Charges and the Sale Advisor Charge

ORDER that the Initial Order shall be amended to add the following paragraph after paragraph 47:

47.1 **DECLARES** that the Sale Advisor Charge shall have priority over all claims of unsecured creditors of such CCAA Parties, but to be subordinated to the CCAA Charges and all secured claims.

ORDER that paragraphs 49 through 52 of Initial Order shall be amended as follows:

49. **DECLARES** that each of the CCAA Charges and the Sale Advisor Charge shall attach (subject to the limitations set out in paragraph 32.1 hereof), as of the Effective Time, to all present and future Property of the CCAA Parties, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.

50. **DECLARES** that the CCAA Charges and the Sale Advisor Charge and the rights and remedies of the beneficiaries of the CCAA Charges and the Sale Advisor Charge, as applicable, shall be valid and enforceable and shall not otherwise be limited or impaired in any way by: (i) these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) filed pursuant to the BIA or any bankruptcy order made pursuant to such applications or any assignments in bankruptcy made or deemed to be made in respect of any of the CCAA Parties; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sub-lease, offer to lease or other arrangement which binds the CCAA Parties (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:

- (a) the creation of any of the CCAA Charges and the Sale Advisor Charge shall not create or be deemed to constitute a breach by the CCAA Parties of any Third Party Agreement to which any CCAA Party is a party; and
- (b) the beneficiaries of the CCAA Charges and the Sale Advisor Charge shall not have any liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the CCAA Charges.

51. **DECLARES** that notwithstanding: (i) these proceedings and the declarations of insolvency made herein, (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA or any bankruptcy order made pursuant to such applications or any assignments in bankruptcy made or deemed to be made in respect of any CCAA Party, and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the CCAA Parties pursuant to this Order and the granting of the CCAA Charges and the Sale Advisor Charge, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.

52. **DECLARES** that the CCAA Charges and the Sale Advisor Charge shall be valid and enforceable as against all Property of the CCAA Parties and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the CCAA Parties.

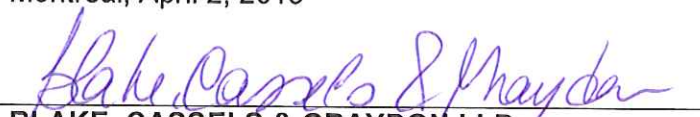
ORDER that the unredacted copy of the Engagement Letter (Exhibit R-2A) shall be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of the Court;

ORDER the provisional execution of the Order to be rendered hereon notwithstanding any appeal and without the necessity of furnishing any security;

ISSUE an order in the form of the draft Order communicated in support hereof as Exhibit R-4;

WITHOUT COSTS, save and except in case of contestation.

Montréal, April 2, 2015



BLAKE, CASSELS & GRAYDON LLP
Attorneys for the CCAA Parties

AFFIDAVIT

I, the undersigned, P. KELLY TOMPKINS, the President and a director of the CCAA Parties, Bloom Lake General Partner Limited and Cliffs Québec Iron Mining ULC, having a place of business at 1155 Rue University, Suite 508, in the city and district of Montréal, Québec, solemnly affirm that all the facts alleged in the present *Motion for an Order Authorizing the Engagement of a Sale Advisor and Amending the Initial Order* are true.

AND I HAVE SIGNED:



P. KELLY TOMPKINS

SOLEMNLY DECLARED before me
at Cleveland, Ohio,
this 2nd day of April, 2015



Notary Public

ADAM D. MUNSON, Atty.
NOTARY PUBLIC
STATE OF OHIO
My Commission Has No
Expiration Date
Section 147.03 R.C.

NOTICE OF PRESENTATION

TO: Service List

TAKE NOTICE that the present *Motion for an Order Authorizing the Engagement of a Sale Advisor and Amending the Initial Order* will be presented for adjudication before the Honourable Stephen W. Hamilton, J.S.C., or another of the honourable judges of the Superior Court, Commercial Division, sitting in and for the district of Montreal, in the Montreal Courthouse located at 1, Notre-Dame Street East, Montréal, Québec, on **April 17, 2015 at 3:00 p.m.**, in a room to be determined.

DO GOVERN YOURSELF ACCORDINGLY.

Montréal, April 2, 2015


BLAKE, CASSELS & GRAYDON LLP
Attorneys for the CCAA Parties

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT

Commercial Division

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and
CLIFFS QUÉBEC IRON MINING ULC**

Petitioners

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-and-

BLOOM LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

and

FTI CONSULTING CANADA INC.

Monitor

and

MOELIS & COMPANY LLC

Mise-en-cause

LIST OF EXHIBITS

(In support of Petitioners' Motion for an Order authorizing the Engagement of a Sale Advisor
and Amending the Initial Order)

-
- R-1 Initial Order
 - R-2 Redacted Engagement Letter
 - R-2A *Under seal*, Engagement Letter (unredacted)
 - R-3 Summary of Moelis' qualifications and experience
 - R-4 Draft Order

Montréal, April 2, 2015



BLAKE, CASSELS & GRAYDON LLP
Attorneys for Petitioners

CANADA

PROVINCE OF QUÉBEC

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-and-

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Monitor

**SERVICE LIST
(UPDATED AS OF APRIL 2 – 10:00AM)**

<p><i>Counsel for the Petitioners</i> <i>Blake, Cassels & Graydon LLP</i> 600 Boul de Maisonneuve West, Suite 2200 Montréal, QC H3A 3J2</p> <p>Attention: Bernard Boucher (Montréal) Email: bernard.boucher@blakes.com</p> <p>Attention : Sébastien Guy (Montréal) Email : sebastien.guy@blakes.com</p> <p>Attention: Steven Weisz (Toronto) Email: steven.weisz@blakes.com</p> <p>Attention: Milly Chow (Toronto) Email: milly.chow@blakes.com</p> <p>Attention: Michael McGraw (Toronto) Email: michael.mcgraw@blakes.com</p>	<p><i>The Monitor</i> <i>FTI Consulting Canada Inc.</i> TD Waterhouse Tower 79 Wellington Street West Suite 2010, P.O. Box 104 Toronto, ON M5K 1G8</p> <p>Attention : Nigel Meakin Email : nigel.meakin@fticonsulting.com</p> <p>Attention: Steven W. Bissell Email: steven.bissell@fticonsulting.com</p>
<p><i>Counsel for the Monitor</i> <i>Norton RoseFulbright LLP</i> Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1</p> <p>Attention : Sylvain Rigaud (Montréal) Chrystal Ashby (Montreal) Evan Cobb (Toronto)</p> <p>Email : sylvain.rigaud@nortonrosefulbright.com chrystal.ashby@nortonrosefulbright.com evan.cobb@nortonrosefulbright.com</p>	<p><i>Independent Counsel for the Board of Directors of the Petitioners</i> <i>Lax O'Sullivan Scott Lisus LLP</i> 145 King Street West, Suite 2750 Toronto, ON M5H 1J8</p> <p>Attention: Andrew Winton Email: awinton@counsel-toronto.com</p> <p>Attention: Matthew Gottlieb Email: mgottlieb@counsel-toronto.com</p>

<p>9201955 Canada Inc. <i>Bennett Jones LLP</i> 3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4 Att.: Sean Zweig; Linda Missetich Dann Email: zweigs@bennettjones.com MissetichDannL@bennettjones.com</p>	<p>Administration Portuaire de Sept-îles <i>Fasken Martineau</i> PO Box 242, The Stock Exchange Tower 800 Victoria Place, Suite 3700 Montréal, QC H4Z 1E9 Attention: Luc Morin Guillaume-Pierre Michaud Email: lmorin@fasken.com gmichaud@fasken.com</p>
<p>Air Inuit Ltd. <i>Langlois Kronström Desjardins LLP</i> 1002 Sherbrooke Street West, 28th Floor, Montreal, Québec Attention: Gerry Apostolatos Pascal Archambault Email: gerry.apostolatos@lkd.ca pascal.archambault@lkd.ca</p>	<p>Bank of America <i>Osler, Hoskin & Harcourt LLP</i> 1000 De La Gauchetière Street West, Suite 2100 Montréal QC H3B 4W5 Attention: Martin Desrosiers Email: mdesrosiers@osler.com</p>
<p>Beumer Corporation <i>Fasken Martineau</i> PO Box 242, The Stock Exchange Tower 800 Victoria Place, Suite 3700 Montréal, QC H4Z 1E9 Attention: Annie Bernard Brandon Farber Email: abernard@fasken.com bfarber@fasken.com</p>	<p>BTMU Capital Leasing & Finance Inc. <i>McMillan</i> TD Canada Trust Tower 421 – 7th Avenue S. W., Suite 1700 Calgary, AB T2P 4K9 Attention : Marc-Elie Scott Email : marc-elie.scott@mcmillan.ca</p>
<p>Caterpillar Financial Services Limited <i>Miller Thomson SENCRL / LLP</i> 1000, rue De La Gauchetière Ouest, Suite 3700 Montréal (Québec) H3B 4W5 Attention : Michel La Roche Email : mlaroche@millerthomson.com</p>	<p>City of Fermont <i>Cain Lamarre Casgrain Wells S.E.N.C.R.L.</i> 255, rue Racine Est, bureau 600, case postale 5420 Chicoutimi (Québec) G7H 6J6 Attention : François Bouchard Email : francois.bouchard@clcw.qc.ca</p>

<p>Construction L.F.G. Inc. <i>Avocats BSL Inc.</i> 160 rue de l'Évêché West, Suite 202 Rimouski, QC G5L 4H9 Attention : Chantal Gagnon Email : cgagnon@avocatsbsl.com</p>	<p>CSL Group Inc. <i>Davies Ward Philips & Vineberg LLP</i> 155 Wellington Street West Toronto, ON M5V 3J7 Attention: Robin Schwill Email: rschwill@dwpv.com With a copy to: Julie Lambert, Assistant General Counsel Email: julie.lambert@cslships.com</p>
	<p>Dexter Québec Inc. <i>Fasken Martineau</i> PO Box 242, The Stock Exchange Tower 800 Victoria Place, Suite 3700 Montréal, QC H4Z 1E9 Attention : Brandon Farber Email : bfarber@fasken.com</p>
<p>DVB Bank S.E. <i>Bennett Jones LLP</i> Ben 4500 Bankers Hall East, 855 2nd Street S.W. Calgary, Alberta T2P 4K7 Att.: Patrick J. Brennan Email: brennanp@bennettjones.com</p>	<p>Dynamitage Castonguay Ltée <i>Hackett Campbell Bouchard s.e.n.c.</i> 80 rue Peel, Sherbrooke QC J1H 4K1 Attention: Me Julien Collin-Piché Email: julien.collin@hcblegal.com</p>
<p>Gérald Leblond Ltée <i>Avocats BSL Inc.</i> 160 rue de l'Évêché West, Suite 202 Rimouski, QC G5L 4H9 Attention: Chantal Gagnon Fax: 418-722-9601 Email: cgagnon@avocatsbsl.com</p>	<p>Government of Newfoundland and Labrador <i>Department of Justice and Public Safety</i> Attention: Todd Stanley, Assistant Deputy Minister – Courts and Legal Services Email: toddstanley@gov.nl.ca Tel. : 709.729.2880 Fax : 709.729.2129</p>
<p>Groupe Unnu-EBC s.e.n.c. <i>Borden Ladner Gervais</i> 1000 De La Gauchetière Street West, Suite 900 Montréal, QC H3B 5H4 Attention: Gabriel Lefebvre Simon-Luc Dallaire Francois Gagnon Email: GLefebvre@blg.com sdallaire@blg.com fgagnon@blg.com</p>	<p>Jacques Blanchard, Arpenteur-geomètre Inc <i>Besnier Dion Rondeau S.E.N.C. Avocats</i> 865, Boul. Laure, Sept-Îles (Québec) G4R 1Y6 Attention : Luc Dion Email : besnier.avocats@cgocable.ca</p>

<p>KeyBank National Association 127 Public Square Second Floor, Cleveland, Ohio 44114-1306 Attention: Michael A. Axel, Esq. Senior Vice President & Senior Counsel Email: michael_axel@keybank.com</p>	<p>Kilotech Contrôle Inc. <i>Simard Boivin Lemieux</i> 1700 Talbot Blvd., Suite 420 Chicoutimi, QC G7H 7Y1 Attention: Alain Provencher Email: a.provencher@sblavocats.com</p>
<p>Maxam Explosives, Inc. <i>Fasken Martineau</i> PO Box 242, The Stock Exchange Tower 800 Victoria Place, Suite 3700 Montréal, QC H4Z 1E9 Attention : Brandon Farber Email : bfarber@fasken.com</p>	<p>Metso Shared Services Ltd. <i>Langlois Kronström Desjardins LLP</i> 1002 Sherbrooke Street West, 28th Floor, Montreal, Québec Attention: Gerry Apostolatos Pascal Archambault Email: gerry.apostolatos@lkd.ca pascal.archambault@lkd.ca</p>
<p>Ministère de la Justice du Québec <i>Procureure générale du Québec</i> Direction du contentieux 1 rue Notre-Dame Est, #8.00 Montréal (QC) H2Y 1B6 Attention : Marie-Claude Falardeau Email : marie-claude.falardeau@justice.gouv.qc.ca</p>	<p>Quebec North Shore and Labrador Railway Company Inc. <i>Langlois Kronström Desjardins LLP</i> 1002 Sherbrooke Street West, 28th Floor, Montreal, Québec Attention: Gerry Apostolatos Dimitri Maniatis Daniel Baum Email: gerry.apostolatos@lkd.ca dimitri.maniatis@lkd.ca daniel.baum@lkd.ca</p>

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<p>Tyco International du Canada Ltée (AKA SimplexGrinnell)</p> <p><i>Dunton Rainville S.E.N.C.R.L.</i> Tour de la Bourse, 43e étage 800, Square Victoria, C.P. 303 Montréal (Québec) H4Z 1H1</p> <p>Att. : Gilles Metcalfe</p> <p>Email : gmetcalfe@duntonrainville.com</p>	

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