

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF **MONTREAL**

N°: 500-11-048114-157

SUPERIOR COURT

Commercial Division

(Sitting as a court designated pursuant to the *Companies' Creditors Arrangement Act*, 1985 R.S.C., 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 QUÉBEC IRON MINING ULC

WABUSH IRON CO. LIMITED

WABUSH RESOURCES INC.

Petitioners

-and-

THE BLOOM LAKE IRON ORE MINE LIMITED PARTNERSHIP

BLOOM LAKE RAILWAY COMPANY LIMITED

WABUSH MINES

ARNAUD RAILWAY COMPANY

WABUSH LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

**MOTION FOR THE ISSUANCE OF AN ORDER
EXTENDING THE STAY PERIOD***
(Section 11 *ff.* of the *Companies' Creditors Arrangement Act*)

TO MR. JUSTICE 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 MONTRÉAL, 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 (as subsequently amended, rectified and/or restated, the "**Bloom Lake Initial Order**") commencing these proceedings (the "**CCAA Proceedings**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") in respect of the Petitioners Bloom Lake General Partner Limited, Quinto Mining Corporation ("**Quinto**"), 8568391 Canada Limited and Cliffs Québec Iron Mining ULC ("**CQIM**") and the Mises-en-cause The Bloom Lake Iron Ore Mine Limited Partnership ("**Bloom Lake LP**") and Bloom Lake Railway Company Limited (collectively, the "**Bloom Lake CCAA Parties**"), as appears from the Initial Order dated January 27, 2015, which forms part of the Court record.
2. Pursuant to the Bloom Lake Initial Order, *inter alia*, FTI Consulting Canada Inc. was appointed as monitor of the Bloom Lake CCAA Parties (the "**Monitor**") (para. 39 of the Bloom Lake Initial Order) and a stay of proceedings was ordered in respect of the Bloom Lake CCAA Parties until February 26, 2015 (the "**Bloom Lake Stay Period**") (para. 8 *ff.* of the Bloom Lake Initial Order).
3. The Bloom Lake Stay Period was extended by order of the Court from time to time, as appears from the Court record.
4. On April 17, 2015, Mr. Justice Stephen W. Hamilton, J.S.C., issued, *inter alia*, the following orders:
 - a) an Order (the "**Sale Advisor Order**"), *inter alia*, authorizing the engagement of Moelis & Company LLC as the Bloom Lake CCAA Parties' mergers and acquisitions financial advisor (the "**Sale Advisor**"), as appears from a copy of the Sale Advisor Order, which forms part of the Court record; and
 - b) an Order (the "**SISP Order**"), *inter alia*, approving sale and investor solicitation procedures (the "**Initial SISP**") in respect of the Bloom Lake CCAA Parties, as appears from a copy of the SISP Order, which forms part of the Court record.
5. On May 20, 2015, Mr. Justice Hamilton, issued an Initial Order (as subsequently amended, rectified and/or restated the "**Wabush Initial Order**") extending the scope of the CCAA Proceedings to the Petitioners Wabush Iron Co. Limited ("**Wabush Iron**") and

* Except as otherwise provided for herein, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Bloom Lake Initial Order (as defined herein) and the Wabush Initial Order (as defined herein).

Wabush Resources Inc. (“**Wabush Resources**”) and the Mises-en-cause Wabush Mines, an unincorporated contractual joint venture (the “**Wabush Mines JV**”), Arnaud Railway Company (“**Arnaud**”) and Wabush Lake Railway Company Limited (“**Wabush Lake Railway**”) (collectively, the “**Wabush CCAA Parties**”; collectively with the Bloom Lake CCAA Parties, the “**CCAA Parties**”), as appears from the Initial Order dated May 20, 2015, which forms part of the Court record.

6. Pursuant to the Wabush Initial Order, *inter alia*, the Monitor was appointed as the monitor of the Wabush CCAA Parties (para. 39 of the Wabush Initial Order) and a stay of proceedings was granted until June 19, 2015 (the “**Wabush Stay Period**”; collectively with the Bloom Lake Stay Period, the “**Stay Period**”) (para. 7 *ff.* of the Wabush Initial Order).
7. On June 9, 2015, Mr. Justice Hamilton, issued an order (the “**Wabush Comeback Order**”), *inter alia*:
 - a) extending the Wabush Stay Period to July 31, 2015;
 - b) approving the Initial SISP as it relates to the Wabush CCAA Parties, *nunc pro tunc* to the date of the Wabush Initial Order, authorizing the amendment and restatement of the Initial SISP, and approving the amended and restated sale and investor solicitation procedures (the “**SISP**”); and
 - c) approving the engagement of the Sale Advisor as relates to the Wabush CCAA Parties, *nunc pro tunc* to the date of the Wabush Initial Order;

the whole as appears from a copy of the Wabush Comeback Order, which forms part of the Court record.

8. On November 5, 2015, Mr. Justice Hamilton issued an order (as amended on November 16, 2015, the “**Claims Procedure Order**”), *inter alia*, approving and setting out a Claims Procedure (as defined in the Claims Procedure Order) in respect of the CCAA Parties, as appears from the Claims Procedure Order, which forms part of the Court record.
9. The Stay Period has been extended by order of the Court from time to time, most recently on October 12, 2016, and currently expires on January 31, 2017, as appears from the Court record.

2. ORDER SOUGHT

10. On this Motion, the CCAA Parties hereby seek the extension of the Stay Period in respect of the CCAA Parties until June 30, 2017.

3. SALES OF ASSETS

11. As outlined above, Mr. Justice Hamilton approved the SISP and the engagement of the Sale Advisor in respect of the assets of the Bloom Lake CCAA Parties and the Wabush CCAA Parties pursuant to the SISP Order, the Sale Advisor Order and the Wabush Comeback Order. All initially capitalized terms in this section shall have the meanings given to them in the SISP unless otherwise defined herein.

12. As set out in greater detail below, since the most recent extension of the Stay Period on October 12, 2016, certain of the CCAA Parties (i) have entered into definitive asset purchase agreements, both pursuant to the SISP and outside of the SISP, for the sale of major mobile equipment and vehicles, including certain railcars, the Wabush terminal station and the Wabush substation, and (ii) have had discussions with various parties, including MFC (as defined below) in connection with a potential transaction for the sale of the Wabush Mine (as defined below).

3.1 The Haul Trucks Transaction

13. Pursuant to an asset purchase agreement dated as of September 1, 2016 between Bloom Lake LP, Wabush Resources and Wabush Iron, as sellers, and Ritchie Bros Auctioneers (Canada) Ltd. ("**Ritchie Bros**"), as purchaser, Bloom Lake LP, Wabush Resources and Wabush Iron agreed to sell to Ritchie Bros 14 Komatsu 830E haul trucks located at either the Bloom Lake Mine (as defined below) or the Wabush Mine (the "**Haul Trucks Transaction**").
14. The Haul Trucks Transaction was approved by this Court in two stages, pursuant to approval and vesting orders dated September 23, 2016 and October 21, 2016 (each a "**Haul Trucks Approval and Vesting Order**"), which form part of the Court record.
15. The Haul Trucks Transaction closed in two stages and the Monitor issued its Certificate of the Monitor in relation to each stage of the Haul Trucks Transaction (each a "**Haul Trucks Monitor's Certificate**"), as provided for in the Haul Trucks Approval and Vesting Orders, on September 23, 2016 and October 21, 2016, as appears from the Haul Trucks Monitor's Certificates, which form part of the Court record. The Monitor is holding the Net Proceeds (as defined in the Haul Trucks Approval and Vesting Order) in trust pursuant to the terms and conditions of the Haul Trucks Approval and Vesting Orders, pending further order of the Court approving the distribution thereof.

3.2 The Major Mobile Equipment Transaction

16. Pursuant to an asset purchase agreement dated as of October 11, 2016 between Bloom Lake LP, Wabush Resources and Wabush Iron, as sellers, and Ritchie Bros, as purchaser, Bloom Lake LP, Wabush Resources and Wabush Iron agreed to sell to Ritchie Bros specific major mobile mining equipment and vehicles located at either the Bloom Lake Mine or the Wabush Mine (the "**Major Mobile Equipment Transaction**").
17. The Major Mobile Equipment Transaction was approved by this Court pursuant to an approval and vesting order dated October 28, 2016 (the "**Major Mobile Equipment Approval and Vesting Order**"), which forms part of the Court record.
18. The Major Mobile Equipment Transaction closed and the Monitor issued its Certificate of the Monitor in relation thereto (the "**Major Mobile Equipment Monitor's Certificate**"), as provided for in the Major Mobile Equipment Approval and Vesting Order, on October 28, 2016, as appears from the Major Mobile Equipment Monitor's Certificate, which forms part of the Court record. The Monitor is holding the Net Proceeds (as defined in the Major Mobile Equipment Approval and Vesting Order) in trust pursuant to the terms and conditions of the Major Mobile Equipment Approval and Vesting Order, pending further order of the Court approving the distribution thereof.

3.3 The Railcar Transactions

3.3.1 Iron Ore Company Railcar Transaction

19. Pursuant to an asset purchase agreement dated as of November 7, 2016 between CQIM, as seller, and Iron Ore Company of Canada ("**Iron Ore Company**"), as purchaser, CQIM agreed to sell to Iron Ore Company 253 railcars (the "**Iron Ore Company Railcar Transaction**").
20. The Iron Ore Company Railcar Transaction was approved by this Court pursuant to an approval and vesting order dated November 18, 2016 (the "**Iron Ore Company Railcar Approval and Vesting Order**"), which forms part of the Court record.
21. The Iron Ore Company Railcar Transaction closed and the Monitor issued its Certificate of the Monitor in relation thereto (the "**Iron Ore Company Monitor's Certificate**"), as provided for in the Iron Ore Company Railcar Approval and Vesting Order, on November 24, 2016, as appears from the Iron Ore Company Monitor's Certificate, which forms part of the Court record. The Monitor is holding the Net Proceeds (as defined in the Iron Ore Company Railcar Approval and Vesting Order) in trust pursuant to the terms and conditions of the Iron Ore Company Railcar Approval and Vesting Order, pending further order of the Court approving the distribution thereof.

3.3.2 Tata Railcar Transaction

22. Pursuant to an asset purchase agreement dated as of November 15, 2016 between CQIM, as seller, and Tata Steel Minerals Canada Limited ("**Tata**"), as purchaser, CQIM agreed to sell to Tata 310 railcars (the "**Tata Railcar Transaction**").
23. The Tata Railcar Transaction was approved by this Court pursuant to an approval and vesting order dated November 28, 2016 (the "**Tata Railcar Approval and Vesting Order**"), which forms part of the Court record.
24. The Tata Railcar Transaction closed and the Monitor issued its Certificate of the Monitor in relation thereto (the "**Tata Monitor's Certificate**"), as provided for in the Tata Railcar Approval and Vesting Order, on December 5, 2016, as appears from the Tata Monitor's Certificate, which forms part of the Court record. The Monitor is holding the Net Proceeds (as defined in the Tata Railcar Approval and Vesting Order) in trust pursuant to the terms and conditions of the Tata Railcar Approval and Vesting Order, pending further order of the Court approving the distribution thereof.

3.4 Nalcor Substation Transaction

25. Pursuant to an asset purchase agreement dated as of November 3, 2016 between Wabush Resources, Wabush Iron and Wabush Lake Railway, as sellers, and Newfoundland and Labrador Hydro ("**Nalcor**"), as purchaser, Wabush Resources, Wabush Iron and Wabush Lake Railway agreed to sell to Nalcor the Wabush terminal station and the Wabush substation located in the Province of Newfoundland and Labrador which provide electricity to the iron ore mine and processing facility located north of the Town of Wabush in Newfoundland and Labrador known as the Wabush Mine or the Scully Mine (the "**Wabush Mine**"), as well as to the Town of Wabush and to Labrador City (the "**Nalcor Substation Transaction**").

26. The Nalcor Substation Transaction was approved by this Court pursuant to an approval and vesting order dated November 18, 2016 (the “**Nalcor Substation Approval and Vesting Order**”), which forms part of the Court record.
27. The Nalcor Substation Transaction closed and the Monitor issued its Certificate of the Monitor in relation thereto (the “**Nalcor Substation Monitor’s Certificate**”), as provided for in the Nalcor Substation Approval and Vesting Order, on December 14, 2016, as appears from the Nalcor Substation Monitor’s Certificate, which forms part of the Court record. The Monitor is holding the Net Proceeds (as defined in the Nalcor Substation Approval and Vesting Order) in trust pursuant to the terms and conditions of the Nalcor Substation Approval and Vesting Order, pending further order of the Court approving the distribution thereof.

3.5 Mount-Wright Mining Camp

28. As disclosed to the Court in the Monitor’s Twenty-Fourth Report, the Bloom Lake CCAA Parties had received preliminary interest from an interested party for the sale of CQIM’s buildings and related assets situated on property owned by ArcelorMittal Mining Canada G.P. (“**ArcelorMittal**”) located in Fermont, Québec and known as the Mount-Wright mining camp (the “**Mount-Wright Buildings**”), subject to negotiation of a definitive agreement of purchase and sale and Court approval. The Bloom Lake CCAA Parties have not been able to conclude a definitive agreement of purchase and sale with the interested party.
29. As there no longer appeared to be any parties interested in purchasing the Mount-Wright Buildings, CQIM, in consultation with the Monitor, sought to reduce ongoing obligations relating to the Mount-Wright Buildings, including those arising under the Services Agreement dated as of July 2, 2013 (the “**Mount-Wright Services Agreement**”) between Cliffs Québec Iron Mining Limited (now CQIM) and ArcelorMittal.
30. On November 30, 2016, CQIM, with the approval of the Monitor, issued a notice of disclaimer of the Mount-Wright Services Agreement to ArcelorMittal in accordance with Section 32 of the CCAA (the “**Disclaimer**”). Further, CQIM retained a third party contractor to winterize and close down the Mount-Wright Buildings. This work was completed during the first week of December, 2016. The Disclaimer became effective on December 30, 2016.
31. To date, counsel to CQIM and a representative of ArcelorMittal have had telephone discussions and email correspondence regarding a potential global resolution of pending matters between the parties in connection with the Mount-Wright Buildings and the outstanding amounts owing under the Mount-Wright Services Agreement prior to its disclaimer (the “**Mount-Wright Global Resolution**”) but have not, as of the date hereof, reached any definitive agreement regarding same.

3.6 Wabush Employee Homes Transaction

32. As disclosed to the Court in the Monitor’s Twenty Second Report, the Wabush CCAA Parties obtained an offer to purchase 48 vacant single-family homes, two apartment buildings and a staff house owned by the Wabush CCAA Parties in the Town of Wabush (the “**Wabush Employee Homes Transaction**”).

33. As noted in the Monitor's Twenty Second Report, the Wabush CCAA Parties and the Monitor were of the opinion that the Wabush Employee Homes Transaction could proceed without Court approval pursuant to paragraph 33(c) of the Wabush Initial Order provided that Monitor consent was obtained.
34. On September 2, 2016, with the consent of the Monitor, Wabush Iron and Wabush Resources entered into a definitive asset purchase agreement in respect of the Wabush Employee Homes Transaction. The Wabush Employee Homes Transaction closed on September 20, 2016.

3.7 Wabush Mine

35. As disclosed to the Court in the Monitor's Thirtieth Report, the Wabush CCAA Parties have been in discussions with a third party, regarding the sale of the Wabush Mine. This third party has engaged counsel, been provided with access to the Wabush CCAA Parties data room and the Wabush Mine site and has had discussions with stakeholders. As of the date hereof, the parties have exchanged several drafts of a draft purchase and sale agreement but no binding agreement has been reached.
36. As further disclosed to the Court in the Monitor's Thirtieth Report, the Wabush CCAA Parties have also had confidential settlement discussions with MFC Industrial Ltd. ("**MFC**") regarding the potential sale of the Wabush Mine to MFC and related matters. MFC has been provided with a copy of a draft purchase and sale agreement. No agreement has been reached at the date hereof.
37. In early January 2017, the Wabush CCAA Parties were contacted by a new third party potentially interested in the purchase of the Wabush Mine (as reported in the Monitor's Thirtieth Report), which expressed interest in engaging in their own negotiations with the CCAA Parties for the potential acquisition of the Wabush Mine. This third party has engaged counsel and has been provided with access to the data room and a copy of a draft purchase and sale agreement.
38. Should a definitive purchase and sale agreement be entered into with respect to the sale of the Wabush Mine, the CCAA Parties will bring such definitive purchase and sale agreement to the Court for approval thereof, on notice to the Service List as required by the Wabush Initial Order.

3.8 Restructuring Letter of Intent relating to Bloom Lake CCAA Parties

39. As disclosed to the Court in the Monitor's Twenty Fourth and Sixteenth Reports, the Bloom Lake CCAA Parties had been in discussions with a third party potentially interested in sponsoring a plan of arrangement that would have generated significant value for the estate in connection with the corporate attributes of certain of the Bloom Lake CCAA Parties. The parties were unable to agree to mutually acceptable structure and terms for such a transaction and on November 22, 2016, the Monitor advised the Service List that such restructuring transaction would not proceed.

4. EXTENSION OF THE STAY PERIOD

4.1 General Developments and Overview

40. Since the issuance of the Bloom Lake Initial Order and the Wabush Initial Order, the CCAA Parties have acted and continue to act in good faith and with due diligence.
41. On September 20, 2016, the CCAA Parties received service of a motion by the Monitor seeking directions with respect to pension claims (the "**Motion for Directions**"). The jurisdictional aspect of the Motion for Directions was argued before this Court on December 20, 2016, and the CCAA Parties are awaiting the Court's decision on same.
42. On October 4, 2016 the CCAA Parties received service of a motion by Mason Graphite Inc. ("**Mason Graphite**") seeking the lifting of the Stay Period and homologation of a transaction relating to the remaining proceeds of the purchase and sale agreement entered between Quinto and Mason Graphite dated April 5, 2012 (the "**Mason Graphite Agreement**" and the "**Mason Graphite Motion**"). The Mason Graphite Motion was argued before this Court on December 8, 2016 and a decision was handed down on December 22, 2016, pursuant to which Mason Graphite was successful in arguing that a transaction had occurred allowing Mason Graphite to pay a reduced amount under the Mason Graphite Agreement. The CCAA Parties have been advised by the Monitor that the payment of the reduced amount under the Mason Graphite Agreement was received by the Monitor on January 18, 2017.
43. Since the Stay Period was last extended on October 12, 2016, the CCAA Parties have, with the assistance of and in consultation with the Monitor, *inter alia*:
 - a) met regularly with the Monitor and provided the Monitor with full co-operation and complete access to the CCAA Parties' Property, premises and books and records;
 - b) continued to adhere to procedures for the monitoring of the CCAA Parties' operations and financial circumstances, including receipts and disbursements. Since the closing of the sales by certain of the CCAA Parties of the iron ore pellet production facility and the port facility located at Pointe-Noire, Québec and of the railway known as the Arnaud Railway, at the CCAA Parties' request, the Monitor has been assisting the Wabush CCAA Parties with their cash management functions. Since the closing of the sale by certain Bloom Lake CCAA Parties of the iron ore mine and processing facility located approximately 13 kilometres north of Fermont, Québec, in the Labrador Trough, known as the Bloom Lake mine (the "**Bloom Lake Mine**"), the Monitor, at the CCAA Parties' request, has also been assisting the Bloom Lake CCAA Parties with their cash management functions;
 - c) communicated with applicable environmental and regulatory authorities in relation to the remaining Property of the Wabush CCAA Parties;
 - d) as described above, continued to carry out the SISF and the parallel liquidation sales process, including closing the Haul Trucks Transaction, the Major Mobile Equipment Transaction, the Iron Ore Company Railcar Transaction, the Tata Railcar Transaction, the Nalcor Substation Transaction and the Wabush

Employee Homes Transaction, and meeting and holding discussions with parties potentially interested in purchasing or investing in certain of the CCAA Parties' Property or Business, and have been negotiating with such interested parties towards definitive purchase and sale agreements, subject to any necessary Court approval, in respect of the CCAA Parties' remaining Property and/or Business;

- e) reviewed a number of liquidation proposals with the assistance of the Monitor and compared such liquidation proposals to the results of the bids received in the context of the SISF, and negotiated with persons submitting such liquidation proposals;
 - f) continued to assist and cooperate with the Monitor in the implementation of the Claims Procedure approved by this Court as set out in the Claims Procedure Order;
 - g) continued to assist the Monitor with review and determination of claims filed in connection with the Claims Procedure;
 - h) completed the proceedings in respect of the Mason Graphite Motion relating to the remaining proceeds of the Mason Graphite Agreement;
 - i) settled the proceedings in respect of the summonses served on the Wabush CCAA parties on November 5, 2015 relating to alleged offences under the *Fisheries Act*; and
 - j) continued to advance the proceedings in relation to the dispute between the Wabush CCAA Parties and MFC.
44. It is respectfully submitted that the extension of the Stay Period to June 30, 2017 is required to provide all CCAA Parties with sufficient time to, *inter alia*:
- a) complete, if possible, the negotiation of definitive purchase and sale agreements in connection with the sale of certain remaining portions of the Property and Business of the CCAA Parties, seek Court approval thereof, and, if approved, close such transactions;
 - b) in consultation with the Monitor, continue the discussions with ArcelorMittal for a Mount-Wright Global Resolution;
 - c) continue to assist the Monitor in connection with the implementation of the Claims Procedure with respect to the CCAA Parties;
 - d) continue and complete the ongoing litigation with MFC; and
 - e) determine, subject to Court approval, the appropriate manner in which to distribute to creditors the sale proceeds of the various transactions entered into by the CCAA Parties, including appropriate mechanisms for the allocation of realization proceeds and costs amongst the various CCAA Parties and assets classes.

45. It is anticipated that the requested extension of the Stay Period until June 30, 2017, will afford the CCAA Parties additional time that is needed to progress the foregoing, to seek Court approval of transactions (if any) and to complete, or attempt to complete transactions to be approved.
46. The Monitor has advised the CCAA Parties that it supports the requested extension of the Stay Period. The CCAA Parties understand that the Monitor will file a report regarding the proposed extension of the Stay Period.
47. The CCAA Parties understand that the Monitor's report will also include the CCAA Parties' revised and extended cash flow forecast. Subject to the underlying assumptions therein, the CCAA Parties believe that there is sufficient liquidity to fund their participation in these CCAA Proceedings until June 30, 2017.
48. The CCAA Parties have acted and are acting with good faith and due diligence, circumstances exist that make the extension of the Stay Period appropriate and no stakeholder will be materially prejudiced by the extension of the Stay Period.
49. In light of the foregoing, the CCAA Parties respectfully ask this Court to extend the Stay Period to June 30, 2017, the whole subject to all other terms of the Bloom Lake Initial Order and the Wabush Initial Order.

5. PROCEDURAL MATTERS

50. The CCAA Parties submit that the notices given of the presentation of the present Motion are proper and sufficient.
51. Pursuant to paragraph 54 of the Bloom Lake Initial Order and paragraph 56 of the Wabush 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 for the hearing.
52. The service of the present Motion serves as notice pursuant to paragraphs 47 and 54 of the Bloom Lake Initial Order and paragraphs 47 and 56 of the Wabush Initial Order.
53. Paragraph 55 of the Bloom Lake Initial Order and paragraph 57 of the Wabush Initial Order require 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 grounds for such objection (a "**Notice of Objection**") in writing to the moving party and the Monitor, with a copy to all persons on the Service List, no later than 5 p.m. Montréal 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 by no later than 5 p.m. Montréal time on January 26, 2017.
54. Paragraph 56 of the Bloom Lake Initial Order and paragraph 58 of the Wabush Initial Order further provide 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**").

55. Paragraph 57 of the Bloom Lake Initial Order and paragraph 59 of the Wabush Initial Order provide that the Monitor shall communicate with the Judge and the Service List with respect to the Hearing Details.

6. CONCLUSIONS

56. In light of the foregoing, the CCAA Parties hereby seek the issuance of an Order substantially in the form of the draft Order communicated herewith as **Exhibit R-1**, which provides for the extension of the Stay Period in respect of the CCAA Parties until June 30, 2017.
57. The present Motion is well founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present Motion;

ISSUE an order in the form of the draft Order communicated in support hereof as Exhibit R-1;

WITHOUT COSTS, save and except in case of contestation.

Montréal, January 19, 2017



BLAKE, CASSELS & GRAYDON LLP
Attorneys for the CCAA Parties

AFFIDAVIT

I, the undersigned, **CLIFFORD T. SMITH**, the Executive Vice-President and a director of Bloom Lake General Partner Limited and Cliffs Quebec Iron Mining ULC, the President and a director of Bloom Lake Railway Company Limited and 8568391 Canada Limited, the President of Wabush Resources Inc., the President and a director of Wabush Iron Co. Limited, the Vice-President and a director of Arnaud Railway Company Limited and Wabush Lake Railway Company Limited, and a director of Quinto Mining Corporation, having a place of business at 1 Place Ville Marie, Bureau 3000, Montréal, Québec, H3B 4N8, solemnly affirm that all the facts alleged in the present *Motion for the Issuance of an Order Extending the Stay Period* are true.

AND I HAVE SIGNED:

CLIFFORD T. SMITH

SOLEMNLY DECLARED before me at
Cleveland, Ohio, on this ____ day of
January, 2017

Notary Public

NOTICE OF PRESENTATION

TO: Service List

TAKE NOTICE that the present *Motion for the Issuance of an Order Extending the Stay Period* 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 Montréal, in the Montréal Courthouse located at 1, Notre-Dame Street East, Montréal, Québec, on **January 30, 2017** at a time and in a room to be determined.

DO GOVERN YOURSELF ACCORDINGLY.

Montréal, January 19, 2017


BLAKE, CASSELS & GRAYDON LLP
Attorneys for the CCAA Parties

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT

Commercial Division

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

N°: 500-11-048114-157

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

**BLOOM LAKE GENERAL PARTNER LIMITED,
QUINTO MINING CORPORATION,
8568391 CANADA LIMITED,
CLIFFS QUÉBEC IRON MINING ULC
WABUSH IRON CO. LIMITED
WABUSH RESOURCES INC.**

Petitioners

and

**THE BLOOM LAKE IRON ORE MINE LIMITED
PARTNERSHIP
BLOOM LAKE RAILWAY COMPANY LIMITED
WABUSH MINES
ARNAUD RAILWAY COMPANY
WABUSH LAKE RAILWAY COMPANY LIMITED**

Mises-en-cause

and

FTI CONSULTING CANADA INC.

Monitor

LIST OF EXHIBITS

(In support of the *Motion for the Issuance of an Order Extending the Stay Period*)

R-1 Draft Order

Montréal, January 19, 2017



BLAKE, CASSELS & GRAYDON LLP
Attorneys for the CCAA Parties

N°: 500-11-048114-157

**SUPERIOR COURT
DISTRICT OF MONTREAL
(Commercial Division)**

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

BLOOM LAKE GENERAL PARTNER LIMITED & AL.

Petitioners

-and-

**THE BLOOM LAKE IRON ORE MINE LIMITED
PARTNERSHIP & AL.**

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

**MOTION FOR THE ISSUANCE OF AN ORDER
EXTENDING THE STAY PERIOD, AFFIDAVIT,
NOTICE OF PRESENTATION
AND EXHIBIT R-1**

(Sections 11 ff. of
The Companies' Creditors Arrangement Act)

ORIGINAL

M^{tr} Bernard Boucher **BB-8098**
BLAKE, CASSELS & GRAYDON LLP
Barristers & Solicitors
1 Place Ville Marie
Suite 3000
Montréal, Québec H3B 4N8
Telephone: 514-982-4006
Fax: 514-982-4099
Email: bernard.boucher@blakes.com
Our File: 11573-371

