

C A N A D A

PROVINCE OF QUÉBEC  
DISTRICT OF **MONTREAL**

**SUPERIOR COURT**

Commercial Division

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

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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

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**MOTION FOR LEAVE TO FILE LATE CLAIMS AND FOR AUTHORIZATION TO  
MAKE PLAN MODIFICATIONS**

(Sections 6, 7 and 11 of the *Companies' Creditors Arrangement Act*)

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**TO THE HONOURABLE MICHEL A. PINSONNAULT, J.S.C. OR ONE OF THE  
HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL  
DIVISION, IN AND FOR THE DISTRICT OF MONTREAL, THE PETITIONERS AND  
THE MISES-EN-CAUSE 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 ("**BLGP**"), Quinto Mining Corporation, 8568391 Canada Limited ("**8568391**") and Cliffs Québec Iron Mining ULC ("**CQIM**") and the Mises-en-cause The Bloom Lake Iron Ore Mine Limited Partnership ("**BLLP**") and Bloom Lake Railway Company Limited ("**BLRC**") (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 to the businesses and financial affairs of the Bloom Lake CCAA Parties (the "**Monitor**") and a stay of proceedings was granted in respect of the Bloom Lake CCAA Parties until February 26, 2015 (the "**Bloom Lake Stay Period**").
3. 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 Wabush Resources Inc. and the Mises-en-cause Wabush Lake Railway Company, Limited ("**Wabush Railway**"), Wabush Mines and Arnaud Railway Company (collectively, the "**Wabush CCAA Parties**", and collectively with the Bloom Lake CCAA Parties, the "**CCAA Parties**"), the whole as appears from the Court record.
4. Pursuant to the Wabush Initial Order, *inter alia*, the Monitor was appointed as the monitor to the businesses and financial affairs of the Wabush CCAA Parties 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**").
5. The Stay Period has been extended on several occasions, most recently on May 24, 2019, and currently expires on February 28, 2020, as appears from the Court record.
6. On November 5, 2015, Mr. Justice Hamilton issued an order (as amended by an order of the Court issued on November 16, 2015 and as further amended from time to time, the "**Amended Claims Procedure Order**"), *inter alia*:
  - a) approving a procedure for the submission, evaluation and adjudication of Claims against the CCAA Parties and their current and former directors and officers (the "**Claims Procedure**"); and

- b) ordering the extinguishment of all Claims, D&O Claims and Restructuring Claims (as each such term is defined in the Amended Claims Procedure Order) not filed in accordance with the applicable deadlines set out in the Amended Claims Procedure Order;

the whole as appears from a copy of the Amended Claims Procedure Order, which forms part of the Court record.

7. On March 26, 2018, Mr. Justice Hamilton issued an order (the “**Post-Filing Claims Procedure Order**”), *inter alia*:
  - a) approving a procedure for the submission, evaluation and adjudication of post-filing claims, if any, against the CCAA Parties and their current and former directors and officers; and
  - b) ordering the extinguishment of all Post-Filing Claims and Post-Filing D&O Claims (each as defined in the Post-Filing Claims Procedure Order) not filed in accordance with the applicable deadlines set out in the Post-Filing Claims Procedure Order.
8. On April 20, 2018, Mr. Justice Hamilton issued an order (as rectified on April 25, 2018, the “**Original Meetings Order**”), *inter alia*, accepting the filing of a Joint Plan of Compromise and Arrangement dated April 16, 2018 (the “**Original Plan**”) by the Participating CCAA Parties (as defined therein), authorizing the Participating CCAA Parties to hold Meetings of the Unsecured Creditor Classes (as defined therein) to consider and vote on a resolution to approve the Original Plan, and permitting amendments to the Original Plan without further order of the Court only until May 18, 2018.
9. On May 18, 2018, Mr. Justice Hamilton issued an order (the “**Amended Meetings Order**”), which, *inter alia*, accepted the filing of the Amended and Restated Joint Plan of Compromise and Arrangement in respect of the Participating CCAA Parties (as defined therein), dated May 16, 2018 (as it may be further amended, restated or supplemented from time to time, the “**May 18 Plan**”), authorizing the Participating CCAA Parties to convene meetings of Unsecured Creditor Classes (as defined therein) of the Participating CCAA Parties (the “**Meetings**”) to consider and vote on a resolution to approve the May 18 Plan.
10. On June 18, 2018, the Meetings were held in accordance with the May 18 Plan and the Amended Meetings Order, and the May 18 Plan was approved by the Classes of Affected Unsecured Creditors (as defined therein), the whole as appears from the Court record.
11. On June 21, 2018, as permitted by paragraph 5 of the Amended Meetings Order, the Participating CCAA Parties, with the consent of the Parent and the Monitor, filed with the Court and served on the Service List a Plan Modification (as defined

in the Amended Meetings Order) to the May 18 Plan in the form of a further Amended and Restated Joint Plan of Compromise and Arrangement dated as of May 16, 2018 (the "**First Modified Plan**").

12. On June 29, 2018, Mr. Justice Hamilton issued an order accepting the First Modified Plan and (the "**Sanction Order**"), the whole as appears from the Court record.
13. On July 19, 2018, subsequent to the issuance of the First Modified Plan, as permitted by the Amended Meetings Order, the Participating CCAA Parties, with the consent of the Parent and the Monitor, filed with the Court and served on the Service List a second Plan Modification to the First Modified Plan in the form of a further Amended and Restated Joint Plan of Compromise and Arrangement dated as of May 16, 2018 (the "**Second Modified Plan**" or the "**Plan**").
14. On July 30, 2018, Mr. Justice Hamilton issued an order sanctioning the Plan, as modified, the whole as appears from the Court record.
15. On July 31, 2018, the Monitor issued the Plan Implementation Date Certificate, confirming the implementation of the Plan on July 31, 2018, the whole as appears from the Court record.

## **2. THE AMENDED CLAIMS PROCEDURE ORDER**

16. Paragraphs 21 and 22 of the Amended Claims Procedure Order provide that creditors wishing to assert a claim against any of the CCAA Parties must file a Proof of Claim (as defined therein) before the Claims Bar Date (as defined below) and that creditors failing to file their Proof of Claim by the Claims Bar Date shall:
  - a) be forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the CCAA Parties, and all such Claims shall be forever extinguished;
  - b) not be permitted to vote on any plan on account of such Claim(s);
  - c) not be permitted to participate in any distribution under any Plan from the proceeds of any sale of the CCAA Parties' assets or otherwise, on account of such Claim(s); and
  - d) not be entitled to receive further notice in respect of the Claims Procedure (as defined in the Amended Claims Procedure Order) or these CCAA Proceedings generally, in relation to such Claim(s).
17. The Amended Claims Procedure Order defines the Claims Bar Date as 5:00 p.m. (prevailing Eastern time) on December 18, 2015, or such other date as may be ordered by the Court, as appears at paragraph 4.12 thereof. The Monitor does not

have the authority to accept Claims filed subsequent to the Claims Bar Date without an order of the Court.

### 3. WABUSH LATE CLAIMS

#### 3.1 Background

18. Based on the information understood by the CCAA Parties at the time, including the results of the Claims Procedure, BLRC, 8568391 and Wabush Railway were not included in the Plan as Participating CCAA Parties for the following reasons:
  - a) BLRC had no liabilities to compromise;
  - b) 8568391 had no assets and had no liabilities to compromise; and
  - c) Wabush Railway had no assets and no third-party liabilities.
19. When the Plan was filed on July 19, 2018, BLRC's only known remaining asset was approximately \$584,000 in cash (together with all accrued interest thereon, the "**BLRC Cash**"). The CCAA Parties contemplated that such cash would be transferred to CQIM, BLRC's sole shareholder, as part of BLRC's winding-up and dissolution process.
20. No claims were filed against BLRC pursuant to the Claims Procedure Order. However, in August 2019 while responding to audit requests in respect of certain tax filings, the CCAA Parties discovered that BLRC's tax filing showed a pre-filing liability of \$850,000 owed by BLRC to Wabush Resources, Wabush Iron and Wabush Railway.
21. After further investigation, it was discovered that the \$850,000 was the amount owing to Wabush Resources, Wabush Iron and Wabush Railway by BLRC in consideration for the transfer of certain real property held by Wabush Resources, Wabush Iron and Wabush Railway to BLRC (the "**BLRC Purchase Price**"), on or about September 19, 2014 (the "**2014 BLRC Transaction**"), broken down between the Wabush entities as follows:
  - a) amount owing to Wabush Resources: \$617,740.16;
  - b) amount owing to Wabush Iron: \$226,513.17; and
  - c) amount owing to Wabush Railway: \$5,746.67.
22. Those liabilities did not appear on the general ledger of BLRC, nor did the corresponding receivable appear on the general ledgers of Wabush Resources, Wabush Iron or Wabush Railway. Consequently, no Proofs of Claim were filed in respect of these amounts in the Claims Procedure.

### 3.2 Proposed Allowance of Wabush Late Claims

23. Had Proofs of Claim in respect of these amounts been filed prior to the Claims Bar Date, provision would have been made in the Plan, or otherwise, for the BLRC Cash to be paid to Wabush Resources, Wabush Iron and Wabush Railway in partial payment of those claims.
24. The inadvertent omission of Wabush Resources, Wabush Iron and Wabush Railway to file Proofs of Claim in respect of BLRC Purchase Price has resulted in a deprivation to creditors with Proven Claims in the Wabush Mines Unsecured Creditor Class (as defined in the Plan). The majority of the creditors in the Wabush Mines Unsecured Creditor Class are former employees of Wabush Mines.
25. The portion of the BLRC Purchase Price owed to Wabush Railway is de minimis, especially given that BLRC Cash is insufficient to pay the BLRC Purchase Price in full. Therefore, in order to minimize the administrative costs associated with effecting three distributions of the BLRC Cash to the Wabush Mines Parties Unsecured Creditor Cash Pool, the CCAA Parties are not seeking the Court's authorization to allow the payment of any of the BLRC Cash to Wabush Railway.
26. More importantly, had such payments been made from the BLRC Cash, the amounts paid to Wabush Resources and Wabush Iron would have been available for distribution from the Wabush Mines Unsecured Cash Pool (as defined in the Plan) to Wabush Mines Unsecured Creditors. The only Proven Claims against Wabush Railway pursuant to the Claims Procedure are claims owing to Wabush Resources and Wabush Iron. Accordingly, Wabush Resources and Wabush Iron are the indirect beneficiaries of any amount payable to Wabush Railway on account of the BLRC Purchase Price and therefore any payment to Wabush Railway would also have been available for distribution from the Wabush Mines Unsecured Creditor Pool.
27. Pursuant to the Claims Procedure Order, any claim not filed by the Claims Bar Date was forever barred and extinguished, subject to further Order of the Court. Accordingly, leave of the Court is required for the Wabush Late Claims to be filed. The CCAA Parties are seeking the Court's authorization to allow the claims of Wabush Resources and Wabush Iron against BLRC so that the BLRC Cash can be paid to Wabush Resources and Wabush Iron as follows:
  - a) Leave would be granted to allow the late filing of the claims of Wabush Resources and Wabush Iron against BLRC in the amounts of \$617,740.16 and \$226,513.17 respectively (the "**Wabush Late Claims**");
  - b) The Wabush Late Claims would be allowed pursuant to the Claims Procedure Order;

- c) Section 10.1 of the Plan would be amended *nunc pro tunc* to exclude the Wabush Late Claims from the releases provided therein;
- d) The Wabush Late Claims would be paid by BLRC, to the extent of net funds available, and the payment directed to the Wabush Mines Parties Unsecured Creditor Cash Pool (as defined in the Plan); and
- e) The unpaid balance of the Wabush Late Claims would be released, with such release effective after the partial payment described in paragraph (d) above has been made to the Wabush Mines Parties Unsecured Creditor Cash Pool.

### **3.3 Impact of Proposed Allowance of Wabush Late Claims**

28. While the proposed allowance of the Wabush Late Claims results in the CQIM Unsecured Creditor Cash Pool being reduced by the amount of the BLRC Cash, the CCAA Parties have been informed by the Monitor that the impact of the proposed Order on Creditors with a Proven Claim in the CQIM Unsecured Creditor Class is *de minimis*, while the positive impact is somewhat more significant for Creditors with a Proven Claim in the Wabush Mines Parties Unsecured Creditor Class, including the former employees of Wabush Mines. Based on the mid-point of the estimated distribution ranges set out in the Monitor's Forty-Sixth Report, the Monitor has calculated that the impact of the proposed Order would be a reduction of the distributions to the CQIM Unsecured Creditor Class from 12.39% to 12.31%, a change of approximately 0.6%, and an increase in the distributions to the Wabush Mines Parties Unsecured Creditor Class from 8.33% to 8.68%, a change of approximately 4.2%.

### **3.4 Proposed Distribution and Release Order**

29. As BLRC is not a Participating CCAA Party under the Plan, the CCAA Parties, in consultation with the Monitor, have considered various options to affect the payment of the Wabush Late Claims by BLRC, including by way an amendment to the Plan to add BLRC as a Participating CCAA Party under the Plan. However, it was determined that such an amendment would not be effective to achieve the intended objective. Instead, the CCAA Parties, in consultation with the Monitor, have determined that the most efficient way to effect a distribution of the BLRC Cash to the Wabush Mines Parties Unsecured Creditors Pool is to seek the Court's authorization for BLRC to distribute the BLRC Cash to the Wabush Mines Parties Unsecured Creditors Pool in partial payment of the Wabush Late Claims.
30. As the amount of the BLRC Cash will not be sufficient to repay the BLRC Purchase Price in full, the CCAA Parties are also seeking an Order releasing any remaining claims of Wabush Resources, Wabush Iron and Wabush Railway against BLRC for any amount of the BLRC Purchase Price that remains outstanding after the

payment of the BLRC Cash to Wabush Resources and Wabush Iron. This release is consistent with the releases that were granted under the Plan.

#### 4. THE PROPOSED PLAN MODIFICATIONS

##### 4.1 The Proposed Plan Modifications

31. Section 10.1 of the Plan provides, *inter alia*, that as at the Effective Time (defined under the Plan to be 12:01 a.m. on the Plan Implementation Date), “each of the CCAA Parties (...) shall be released and discharged from any and all (...) claims”.
32. Section 10.1 of the Plan contains comprehensive releases of Claims against the CCAA Parties, which would include the Wabush Late Claims.
33. In order to prevent the release of the Wabush Late Claims against BLRC and enable the payment of the BLRC Cash to Wabush Iron and Wabush Resources, the Participating CCAA Parties are seeking the Court’s authorization to amend the Plan *nunc pro tunc*, such that the Wabush Late Claims are excluded from the releases contained in Section 10.1 of the Plan.
34. Paragraph 46 of the Plan Sanction Order authorizes CQIM to wind-up and dissolve BLRC and the Plan provides that the costs associated with the dissolution of BLRC would be paid from BLRC Cash.
35. However, as the CCAA Parties are seeking the Court’s authorization and direction for BLRC to pay the BLRC Cash to Wabush Resources and Wabush Iron as soon as practicable after the issuance of the requested Order to maximize tax efficiencies, there will be no cash left in BLRC to pay for any costs to be incurred for the eventual winding-up and dissolution of BLRC, which is not anticipated to occur until sometime in 2020.
36. Consequently, the Participating CCAA Parties are seeking the Court’s authorization to amend the definition of “Administrative Reserve Costs” under the Plan to permit for payment of such dissolution costs to be covered by CQIM (in similar fashion to how the dissolution costs for 8568391 are being covered by CQIM and the dissolution costs for Wabush Railway are being covered by the Wabush Mines Parties under the Plan). It is estimated that the dissolution costs in respect of BLRC may be in the range of approximately \$5,000, which is immaterial in the context of the CQIM estate.
37. A copy of the proposed amended Plan, blacklined to show the proposed modifications to the Plan (the “**Proposed Plan Modifications**”), is communicated herewith as **Exhibit R-2** (the “**Proposed Amended Plan**”).
38. The Proposed Plan Modifications are summarized as follows:



- a) amendments to exclude the Wabush Late Claims from the release of the CCAA Parties under Section 10.1 of the Plan, *nunc pro tunc*; and
- b) amendments to the definition of “Administrative Reserve Costs” to provide that any costs incurred by BLRC in connection with its winding up and dissolution after the payment of the BLRC Cash will be paid for by CQIM.

#### **4.2 Authorization to Make the Proposed Plan Modifications**

- 39. Section 12.5(a)(i) of the Plan provides that the Participating CCAA Parties, with the consent of the Parent and the Monitor, may at any time prior to and after the Meetings (and both prior to and subsequent to the obtaining of the Sanction Order), file a Plan Modification pursuant to a Court Order.
- 40. The CCAA Parties have been informed by the Parent that it consents to the Proposed Plan Modifications.
- 41. The Monitor has informed the CCAA Parties that the Monitor consents to the Proposed Plan Modifications.

#### **5. PROCEDURAL MATTERS**

- 42. The CCAA Parties submit that the notices given of the presentation of the present Motion are proper and sufficient.
- 43. Pursuant to paragraph 54 of the Bloom Lake Initial Order and to 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.
- 44. The service of the present Motion serves as notice pursuant to paragraph 54 of the Bloom Lake Initial Order and paragraphs 47 and 56 of the Wabush Initial Order.
- 45. 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 November 29, 2019.
- 46. 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 over 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**”).

47. 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

48. 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 that:

- a) the claims of Wabush Resources and Wabush Lake in the amounts set out in Schedule “A” shall be deemed to have been filed as Claims on or before the Claims Bar Date (as defined in the Amended Claims Procedure Order);
- b) the Wabush Late Claims against BLRC will be allowed in the amounts set out in Schedule “A” to the Draft Order, payable only from the BLRC Cash;
- c) the Plan Modifications are authorized by the Court, *nunc pro tunc*;
- d) the payment of the Wabush Late Claims by BLRC up to the amount of the BLRC Cash at the time of payment (the “**BLRC Payment**”) shall be authorized and directed and will occur as soon as reasonably possible after the issuance of the Order; and
- e) immediately after the BLRC Payment, BLRC will be released from the balance of the BLRC Purchase Price remaining after application of the BLRC Payment.

49. The CCAA Parties have consulted the Monitor and the Monitor has informed the CCAA Parties that the Monitor supports the conclusions sought herein.

50. Paragraphs 45 to 48 of the Monitor’s Fifty-Second Report filed November 4, 2019, contained a description of the present Motion and the conclusions sought herein. The Monitor has informed the CCAA Parties that it has received no comments from any interested party since the filing of the Fifty-Second Report. The Monitor has also informed the CCAA Parties that it has informed the Salaried Members’ Representative Counsel and USW Counsel (each as defined in the Plan) about the present Motion on October 21, 2019, prior to the filing of the Fifty-Second Report and that they are supportive of the approach described herein.

51. 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 substantially in the form of the Draft Order (Exhibit R-1) communicated in support hereof;

**WITHOUT COSTS**, save and except in case of contestation.

Montréal, November 20, 2019

  
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**BLAKE, CASSELS & GRAYDON LLP**  
Attorneys for the Petitioners and Mises-en-cause


**AFFIDAVIT**

I, the undersigned, **CLIFFORD T. SMITH**, the Executive Vice-President and a director of Bloom Lake General Partner Limited and Cliffs Québec 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 Leave to File Late Claims and for Authorization to Make Plan Modifications* are true.

AND I HAVE SIGNED:

  
\_\_\_\_\_  
CLIFFORD T. SMITH

SOLEMNLY DECLARED before me at  
Cleveland, Ohio, on this  
22<sup>nd</sup> day of November, 2019

  
\_\_\_\_\_  
Notary Public



ROSEMARY HAUSWALD  
NOTARY PUBLIC  
FOR THE  
STATE OF OHIO  
My Commission Expires  
October 7, 2020

**NOTICE OF PRESENTATION**

TO: Service List

AND: Office of the Superintendent of Bankruptcy Canada  
Montreal Division Office  
Sun Life Building  
1155 Metcalfe Street, Suite 950  
Montréal (Québec) H3B 2V6

Attention: François Leblanc  
Email: [ic.osbservice-bsfservice.ic@canada.ca](mailto:ic.osbservice-bsfservice.ic@canada.ca)

AND: Official Receiver for the Division of Montreal  
Office of the Superintendent of Bankruptcy Canada  
Montreal Division Office  
Sun Life Building  
1155 Metcalfe Street, Suite 950  
Montréal (Québec) H3B 2V6

Attention: François Leblanc  
Email: [ic.osbservice-bsfservice.ic@canada.ca](mailto:ic.osbservice-bsfservice.ic@canada.ca)

**TAKE NOTICE** that this *Motion for Leave to File Late Claims and for Authorization to Make Plan Modifications* will be presented for adjudication before the Honourable Michel A. Pinsonnault, 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 **December 3, 2019, at 9:00 a.m.**, in a room to be determined.

**DO GOVERN YOURSELF ACCORDINGLY.**

Montréal, November 20, 2019



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**BLAKE, CASSELS & GRAYDON LLP**  
Attorneys for the Petitioners and the Mises-en-cause

C A N A D A

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.  
36, as amended)

---

N<sup>o</sup>: 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

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**LIST OF EXHIBITS**

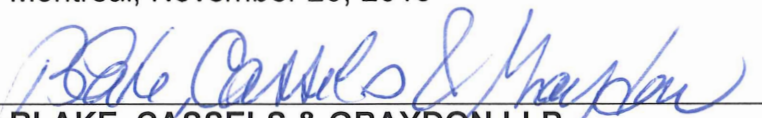
(In support of the *Motion for Leave to File Late Claims and for Authorization to Make Plan  
Modifications*)

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**R-1** Draft Order

**R-2** Proposed Amended Plan (blacklined against the Plan)

Montréal, November 20, 2019



**BLAKE, CASSELS & GRAYDON LLP**

Attorneys for the Petitioners and the Mises-en-cause

N°: 500-11-048114-157

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SUPERIOR COURT  
DISTRICT OF MONTREAL  
(Commercial Division)

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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

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MOTION FOR LEAVE TO FILE LATE CLAIMS AND  
FOR AUTHORIZATION TO MAKE PLAN  
MODIFICATIONS, AFFIDAVIT, NOTICE OF  
PRESENTATION AND EXHIBITS R-1 & R-2  
(Section 11 CCAA)

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ORIGINAL

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The logo for the law firm Blakes, featuring the word "Blakes" in a stylized, cursive script.

M<sup>re</sup> Bernard Boucher

BB-8098

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Our File: 11573-375