

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

No.: 500-11-048114-157

SUPERIOR COURT
Commercial Division

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

BLOOM LAKE GENERAL PARTNER
LIMITED
QUINTO MINING CORPORATION
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
TWIN FALLS POWER CORPORATION
CHURCHILL FALLS (LABRADOR)
CORPORATION LIMITED

Mises-en-cause

- and -

FTI CONSULTING CANADA INC.

Monitor

**CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED'S AMENDED
CONTESTATION OF THE PETITIONERS' (i) MOTION FOR THE WINDING UP AND
DISSOLUTION, DISTRIBUTION OF ASSETS, REIMBURSEMENT OF MONIES
AND ADDITIONAL RELIEF AND (ii) MOTION FOR THE EXPANSION OF THE
MONITOR'S POWERS**

I. INTRODUCTION

1. On November 16, 2020, the CCAA Parties, including, in particular, Wabush Iron Co. Limited ("**Wabush Iron**") and Wabush Resources Inc. ("**Wabush Resources**", collectively, "**Wabush**"), filed a *Motion for the Winding Up and Dissolution, Distribution of Assets, Reimbursement of Monies and Additional Relief* (the "**Dissolution Motion**"), in which they seek the following orders:
 - (a) an order confirming Churchill Falls (Labrador) Corporation Limited's ("**CF(L)Co**") liability for Twin Falls Power Corporation Limited's ("**Twinco**") maintenance obligations and environmental liabilities related to the Twinco Plant from and after July 1, 1974;
 - (b) compelling an accounting from Twinco of all monies expended by Twinco in respect of maintenance and environmental costs that have not been reimbursed by CF(L)Co pursuant to the alleged CF(L)Co Indemnity and CFLCo Maintenance Obligations (as such terms are defined in the Dissolution Motion, collectively, the "**Reimbursable Environmental/Maintenance Costs**");
 - (c) directing CF(L)Co to reimburse all Reimbursable Environmental/Maintenance Costs (such amount to be reimbursed by CFLCo, being the "**CFLCo Reimbursement**") to Twinco for distribution to the shareholders as part of the winding up and dissolution of Twinco pursuant to the relief requested in paragraph (d) below;
 - (d) directing the winding up and dissolution of Twinco pursuant to section 214 and/or section 241(3)(l) of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44 (the "**CBCA**") and a distribution of: (i) the Twinco Cash (as such term is defined in the Dissolution Motion) net of all reasonable fees and expenses incurred by Twinco to implement and complete the wind up and dissolution being sought in the Dissolution Motion, and (ii) the CFLCo Reimbursement to Twinco's shareholders, including Wabush, on a *pro rata* basis; and
 - (e) in the alternative to (d), directing Twinco and/or CF(L)Co to purchase the shares of Twinco held by Wabush pursuant to section 214(2) and/or section 241(3)(f) of the CBCA for a purchase price equal to the amount of Wabush's *pro rata* share of: (i) the Twinco Cash, and (ii) the CFLCo Reimbursement.
2. CF(L)Co submits that:
 - (a) This Court does not have jurisdiction to hear the Dissolution Motion or make the orders sought by the CCAA Parties. The Supreme Court of

Newfoundland and Labrador (the “**Newfoundland Court**”) has the exclusive jurisdiction to liquidate and dissolve Twinco pursuant to sections 207 and 214 of the CBCA; and/or

- (b) This Court is not the appropriate forum to hear the Dissolution Motion, since most of the legal issues raised through the above-mentioned orders are governed by the CBCA and/or the provincial law of the Province of Newfoundland and Labrador. As such, the more appropriate forum is the Newfoundland Court.
3. In this regard, and as will be described in greater detail below, on January 15, 2021, CF(L)Co filed an *Originating Application for the Issuance of a Court-Supervised Liquidation and Dissolution Order* (the “**Liquidation Application**”) before the Newfoundland Court pursuant to sections 214(1)(b)(ii), 215, and 217 of the CBCA, seeking, *inter alia*, the court-supervised liquidation of Twinco. A copy of the Liquidation Application is communicated herewith as **Exhibit C-1**.
- 3.1 On January 27, 2021, this Court agreed to adjourn the Dissolution Motion, as well as the present contestation, so that the interested parties to the litigation could engage in meaningful negotiation discussions.
- 3.2 Similarly, the presentation of the Liquidation Application was adjourned *sine die*, as appears from an email dated February 22, 2021, filed herewith as **Exhibit C-4**.
- 3.3 The negotiations relating to the proposed liquidation and corresponding relief were unsuccessful, and accordingly, on May 6, 2021, Wabush’s counsel informed Twinco and CF(L)Co that it intended to proceed with the debate on jurisdiction in connection with its Dissolution Motion, as well as a “*motion to expand the powers of the Monitor to permit the Monitor to compel production of documents related to the Twinco Interest and related powers*”, as appears from a copy of a letter from Milly Chow dated May 6, 2021, communicated as Exhibit R-12 to the Expansion Motion.
- 3.4 On May 6, 2021, Wabush filed a *Motion for the Expansion of the Monitor’s Powers* (the “**Expansion Motion**”) in which it seeks, *inter alia*, the following orders (the “**Investigation Order**”), in what is a clear effort to circumvent the procedural safeguards and rights of the defendants to the Dissolution Motion, including their right to raise and debate preliminary exceptions prior to proceeding with an exhaustive discovery process:
- (a) The Monitor is authorized and empowered to compel any person with possession, custody or control to disclose to the Monitor and produce and deliver any books, records, accountings, documents, correspondences or papers, electronically stored or otherwise, relating to the Twinco Interest, CFLCo Indemnity and CFLCo Maintenance Obligations, including the

Twinco Requested Information (the “Requested Information”) in respect of the period from and after January 1, 2010; and

- (b) The monitor is authorized and empowered to conduct investigations, including examinations under oath of any person reasonably thought to have knowledge relating to the Twinco Interest, CFLCo Indemnity and CFLCo Maintenance Obligations, including the Twinco Requested Information, in respect of the Disclosure Period.

3.5 In fact, and as will be described in greater detail below, the information that is being sought by the Monitor through these extensive powers are core to the allegations and conclusions contained in the Dissolution Motion, as confirmed in fact by Wabush’s counsel in its letter dated May 6, 2021 (Exhibit R-12).

3.6 As such, CF(L)Co submits that the Expansion Motion should be dismissed for the following reasons:

- (a) The CCAA proceedings are not the proper forum, and any litigation amongst the parties should occur in Newfoundland and Labrador, and in particular, through the proposed liquidation process as outlined in the Liquidation Application;
- (b) The Expansion Order is a clear attempt to circumvent the rights of the defendants to the Dissolution Motion, and accordingly, if CF(L)Co and Twinco are unsuccessful in contesting jurisdiction, any discovery should take place within the context of the litigation itself and in accordance with a negotiated litigation timetable;
- (c) As a result of the Monitor’s active role in the negotiations and adjudication of the Dissolution Motion, there is a real or perceived conflict of interest for the Monitor to now act as a super-monitor, with the unprecedented investigative powers requested in the Investigation Order; and
- (d) This Court does not have the jurisdiction to grant the Monitor with the power to compel and conduct investigations into third parties that are strangers to the CCAA proceedings.

4. All capitalized terms not defined herein shall have the meaning ascribed to them in the Dissolution Motion.

II. **THIS COURT DOES NOT HAVE JURISDICTION TO HEAR THE DISSOLUTION MOTION OR MAKE THE ORDERS SOUGHT**

5. CF(L)Co respectfully submits that this Court does not have jurisdiction to hear the Dissolution Motion or make the orders sought by Wabush pursuant to the CBCA.

6. Sections 207 and 214 of the CBCA provide that only a court in the territorial jurisdiction of the corporation's registered office may order the liquidation and dissolution of said corporation. The same restriction applies to the forced share purchase sought by Wabush in the alternative pursuant to section 214(2) CBCA.

207 In this Part, court means a court having jurisdiction in the place where the corporation has its registered office.

[...]

***214 (1) A court** may order the liquidation and dissolution of a corporation or any of its affiliated corporations on the application of a shareholder,*

(a) if the court is satisfied that in respect of a corporation or any of its affiliates

(i) any act or omission of the corporation or any of its affiliates effects a result,

(ii) the business or affairs of the corporation or any of its affiliates are or have been carried on or conducted in a manner, or

(iii) the powers of the directors of the corporation or any of its affiliates are or have been exercised in a manner

that is oppressive or unfairly prejudicial to or that unfairly disregards the interests of any security holder, creditor, director or officer; or

(b) if the court is satisfied that

(i) a unanimous shareholder agreement entitles a complaining shareholder to demand dissolution of the corporation after the occurrence of a specified event and that event has occurred, or

(ii) it is just and equitable that the corporation should be liquidated and dissolved.

(2) On an application under this section, a court may make such order under this section or section 241 as it thinks fit.

[...] (underlining added)

7. In the case at hand:

- (a) Twinco's registered office is situated at P.O. Box 12400, St. John's, Newfoundland and Labrador, A1B 4K7, as appears from a copy of Twinco's Federal Corporation Information Report (Exhibit R-4 to the Dissolution Motion);
 - (b) Twinco's head office is located at 500 Columbus Drive, St-John's, Newfoundland and Labrador, A1B 3T5; and
 - (c) Since May 2, 1960, Twinco has been registered as an extra-provincial company in Newfoundland and Labrador.
8. Accordingly, pursuant to section 207 CBCA, the courts of Newfoundland and Labrador have the exclusive jurisdiction to hear any motion relating to the dissolution or liquidation of Twinco pursuant to section 214 CBCA.
9. In this regard, and in accordance with section 207 of the CBCA, CF(L)Co has instituted liquidation proceedings pursuant to section 214(1) of the CBCA before the Newfoundland Court, and any debate relating to the potential liability of CF(L)Co should be held in the context of this liquidation process, including any discovery relating thereto.

III. **THIS COURT IS NOT THE APPROPRIATE FORUM**

10. In the alternative, if this Court concludes that it does have jurisdiction to hear the Dissolution Motion, CF(L)Co respectfully submits that this Court should nevertheless decline to exercise its jurisdiction pursuant to the doctrine of *forum non conveniens*, as codified by Article 3135 of the *Civil Code of Québec* (the "CCQ"):
- 3135. Even though a Québec authority has jurisdiction to hear a dispute, it may, exceptionally and on an application by a party, decline jurisdiction if it considers that the authorities of another State are in a better position to decide the dispute.*
11. Pursuant to article 3135 of the CCQ, the Court may decline to exercise its jurisdiction on the basis of fairness and efficiency if it considers that an alternative jurisdiction is in a better position to decide the dispute.
12. The facts of this case and the applicable law clearly demonstrate that the Newfoundland Court is in a better position to resolve the matters relating to Twinco, including its liquidation or dissolution.
13. The Court of Appeal of Québec established the criteria to determine if another jurisdiction is in a better position to resolve the dispute in the case of *Oppenheim Forfait GmbH c. Lexus Maritime inc.*, [1998] J.E. 98-1592 (C.A.), which was

confirmed by the Supreme Court of Canada in *Spar Aerospace Ltée v. American Mobile Satellite Corp.*, [2002] 4 R.C.S. 205, 2002 CSC 78. These criteria, none of which are determinative on their own, are summarized as follows:

- (a) The parties' residence and that of witnesses and experts;
 - (b) The location of the material evidence;
 - (c) The place where a contract was negotiated and executed;
 - (d) The existence of proceedings pending between the parties in another jurisdiction;
 - (e) The location of the defendant's assets;
 - (f) The applicable law;
 - (g) The advantages conferred upon the plaintiff by its choice of forum, if any;
 - (h) The interest of justice;
 - (i) The interests of the parties; and
 - (j) The need to have the judgment recognized in another jurisdiction.
14. As will be described in greater detail below, the applicable factors above indicate that the Newfoundland Court is the more appropriate forum in the present case.

(a) The parties' residence and that of witnesses and experts and the location of the material evidence

15. Twinco's head and registered offices are located in the Province of Newfoundland and Labrador and five (5) of Twinco's seven (7) directors reside in the Province of Newfoundland and Labrador, the whole as appears from a copy of Twinco's Federal Corporation Information Report (Exhibit R-4 to the Dissolution Motion).
16. Similarly, CF(L)Co's registered office is located in the Province of Newfoundland and Labrador and six (6) of CF(L)Co's eight (8) directors reside in the Province of Newfoundland and Labrador, the whole as appears from a copy of CF(L)Co's corporate profile with Corporations Canada, communicated herewith as **Exhibit C-2**.
17. Furthermore, neither Twinco nor CF(L)Co have any places of business in the Province of Québec.

18. The shareholders of Twinco, namely CF(L)Co, Wabush Iron, Wabush Resources, and Iron Ore Company of Canada are all extra-provincially registered in the Province of Newfoundland and Labrador, as appears from screen captures of their respective company profiles in the Newfoundland and Labrador Companies and Deeds Online database, communicated herewith *en liasse* as **Exhibit C-3**.
19. The Dissolution Motion raises environmental issues that have arisen in connection with the power generating plant (the "**Twinco Plant**") in Newfoundland and Labrador. These environmental issues concern land exclusively located in Newfoundland and Labrador, and in this regard, their resolution will be governed, at least in part, by provincial law.
20. In light of the foregoing, any fact witnesses will, for the most part, be located in Newfoundland and Labrador, as will any material evidence.

(b) *The place where a contract was negotiated and executed*

21. The Dissolution Motion, at paragraph 26, states that the following three documents govern the Twinco joint venture:
 - (a) the Participation Agreement dated January 2, 1977 (the "**Participation Agreement**", Exhibit R-7 to the Dissolution Motion), which serves as a Unanimous Shareholder Agreement, as stated in the Twinco's by-laws;
 - (b) the Sublease dated November 15, 1961 (as amended, the "**Sublease**", Exhibit R-5 to the Dissolution Motion); and
 - (c) the Operating Lease dated November 30, 1967 (as amended, the "**Operating Lease**", Exhibit R-6 to the Dissolution Motion, together with the Sublease and the Participation Agreement, the "**Governing Documents**").
22. Each of these agreements were negotiated and executed in the Province of Newfoundland and Labrador, and as will be outlined below, are governed by the laws of Newfoundland and Labrador.
23. In addition, the Lieutenant-Governor of the Province of Newfoundland in Council "*caused the Great Seal of the Province of Newfoundland*" to be affixed to each of the Sublease and Operating Lease, in addition to signing each of these agreements as an intervenor.

(c) *The existence of proceedings between the parties in another jurisdiction*

24. CF(L)Co has filed the Liquidation Application in the Newfoundland Court, in accordance with the provisions of the CBCA, which, if granted, will achieve similar

results as those being sought the Dissolution Motion. More specifically, the Liquidation Application, as mentioned above, seeks the following orders:

- (a) an order ordering the court-supervised liquidation of Twinco;
 - (b) an order staying all proceedings and remedies taken or that might be taken in respect of Twinco and its property; and
 - (c) an order appointing PricewaterhouseCoopers Inc. (the "**Liquidator**") as liquidator of the assets of Twinco in these proceedings. The Liquidator will be able to assist Twinco in resolving any disputes regarding potential claims and distribution of assets to the respective shareholders of Twinco.
25. In addition, if necessary, the Newfoundland Court will be able to adjudicate any dispute between the stakeholders of Twinco relating to the distribution of Twinco's assets, including the claims relating to the alleged CFLCo Indemnity and CFLCo Maintenance Obligations.
26. In summary, since, as explained throughout this contestation, the claims raised by Wabush in the Dissolution Motion are governed by agreements executed in Newfoundland and Labrador and governed by the provincial law therefrom, there is no doubt that the Newfoundland Court is the more appropriate jurisdiction, in the circumstances.

(d) The location of CF(L)Co and Twinco's assets

27. All of the assets of CF(L)Co and Twinco, against whom orders are sought, are located in the Province of Newfoundland and Labrador, and neither CF(L)Co nor Twinco have any assets in the Province of Québec.

(e) The applicable law

28. The Governing Documents confirm that the issues and matters relating to Twinco will be governed [...] by the law of the Province of Newfoundland and Labrador:
- (a) Section 17 of the Participation Agreement (Exhibit R-7) provides that it shall be "*construed in accordance with the laws of the Province of Newfoundland [...]*".
 - (b) Section 12 of the Sublease (Exhibit R-5) provides that it "*shall be construed and interpreted in accordance with the laws of Newfoundland.*"
 - (c) The Operating Lease goes hand in hand with the Sublease, which is governed by the laws of Newfoundland. It is registered at the Registry of Deeds for Newfoundland and relates, in its entirety, to land located in

Newfoundland. The execution of the Operating lease, and the amendments thereto, were consented to by the Lieutenant-Governor of the Province of Newfoundland.

29. In addition, any environmental issues that may arise in connection with the dissolution of Twinco will be governed, at least in part, by the provincial laws of Newfoundland and Labrador.
30. Considering the foregoing, and as outlined below, each of the conclusions being sought in the Dissolution Motion are governed by the laws of Newfoundland and Labrador and, in certain circumstances, the CBCA:

Relief requested by Wabush:	Allegations and/or requested relief are based on:	Governing Law
13. (a): <i>confirming CF(L)Co's liability for Twinco's maintenance obligations and environmental liabilities related to the Twinco Plant from and after July 1, 1974;</i>	The Sublease and Operating Lease	Newfoundland and Labrador
13. (b): <i>compelling an accounting from Twinco of all monies expended by Twinco in respect of maintenance the Reimbursable Environmental/Maintenance Costs;</i>	The Sublease and Operating Lease	Newfoundland and Labrador
13. (c): <i>directing CFLCo to reimburse all Reimbursable Environmental/Maintenance Costs to Twinco for distribution to the shareholders as part of the winding up and dissolution of Twinco;</i>	The Sublease, the Operating Lease and Section 214 of the CBCA	Newfoundland and Labrador and Part XVIII of the CBCA (including Section 207, which provides that the location of Twinco's registered office determines jurisdiction).
13 (d): <i>directing the winding up and dissolution of Twinco pursuant to section 214 and/or section 241(3)(l) of CBCA and a distribution of: (i) the Twinco Cash, net of all reasonable fees and expenses incurred by Twinco to implement and complete the wind-up and dissolution being sought, and</i>	The Sublease, the Operating Lease, the Participation Agreement and	Newfoundland and Labrador and Part XVIII of the CBCA

<i>(ii) the CF(L)Co Reimbursement to Twinco's shareholders, including Wabush, on a pro rata basis;</i>	Section 214 of the CBCA	
13. (e): <i>directing Twinco and/or CFLCo to purchase the shares of Twinco held by Wabush pursuant to section 214(2) and/or section 241(3)(f) of the CBCA for a purchase price equal to the amount of Wabush's pro rata share of: (i) the Twinco Cash, and (ii) the CFLCo Reimbursement.</i>	The Sublease, the Operating Lease, the Participation Agreement and Section 214 and 241 of the CBCA	Newfoundland and Labrador and Part XVIII of the CBCA

(f) The interest of justice and the interests of the parties

31. Considering the above factors, it is in the best interest of justice and all of the parties that the liquidation and dissolution of Twinco and any related questions be adjudicated by the Newfoundland Court.
32. Hearing this matter in the Province of Newfoundland and Labrador will not, in any way, negatively impact Wabush's interests.
33. Moreover, CF(L)Co respectfully submits that the hearing of this matter will not be accelerated by proceeding before this Court as opposed to the Newfoundland Court, as liquidation proceedings under the CBCA are similarly flexible, and will allow for prompt adjudication.
34. For all of the above reasons, CF(L)co respectfully asks the Court to dismiss the Dissolution Motion due to this Court's lack of jurisdiction pursuant to the CBCA, or in the alternative, to decline to exercise its jurisdiction.

IV. THE EXPANSION MOTION SHOULD BE DISMISSED

(a) The Investigation Order Seeks to Undermine and Circumvent the Litigation Process Relating to the Dissolution Motion

35. The Investigation Order seeks to provide the Monitor with the power to compel third parties to submit to examinations under oath and provide documentation in an effort to investigate and conduct a discovery on the issues that are core to the ongoing litigation amongst Wabush, Twinco and CF(L)Co. In particular, as it relates to CF(L)Co, the Investigation Order seeks to obtain any and all information relating to the alleged indemnity (the CFLCo Indemnity) and the maintenance obligations (the CFLCo Maintenance Obligations), which are two concepts that are discussed and raised throughout the Dissolution Motion.

36. In fact, in the Dissolution Motion, Wabush seeks the following orders relating specifically to the CFLCo Indemnity and CFLCo Maintenance Obligations:

“13. On this Motion, the CCAA Parties hereby seek the issuance of an Order:

(a) confirming Churchill Falls (Labrador) Corporation Limited’s (“CFLCo”) liability for Twinco’s maintenance obligations and environmental liabilities related to the Twinco Plant (as defined below) from and after July 1, 2010;

(b) compelling an accounting from Twinco for all monies expended by Twinco in respect of maintenance and environmental costs that have not been reimbursed by CFLCo pursuant to the CFLCo Indemnity and CFLCo Maintenance Obligations [...]”

37. As stated throughout this Contestation, CF(L)Co takes the position that the Dissolution Motion, which can include the various allegations and conclusions raised therein, should be adjudicated in the Province of Newfoundland and Labrador, and accordingly, has filed the Liquidation Application in an effort to liquidate Twinco in an orderly fashion through the supervision of a Court-appointed liquidator.
38. Seeking to proceed with a liquidation of Twinco in the Province of Newfoundland and Labrador is far from a strategy attempt to control the liquidation, as alleged in paragraph 65 of the Expansion Motion, but rather, is reflective of a willingness to proceed with the requested relief in the appropriate province, for the very clear reasons outlined herein.
39. Nonetheless, the Monitor and Wabush are deliberately and explicitly seeking to obtain broad investigative powers prior to a debate on jurisdiction, despite having previously agreed to debate this preliminary matter before proceeding with any sort of discovery.
40. The Monitor and Wabush, in attempting to circumvent the litigation process, are not acting in good faith, and accordingly, their actions should not be sanctioned by the Court.

(b) Section 23 of the CCAA Does not Grant the Monitor the Power to Investigate Third Parties

41. Sections 11 and 23(c) and (k) of the CCAA do not provide this Court with the requisite jurisdiction to order the Monitor to engage in broad investigations of third parties, particularly when the stated goal is to obtain information relating to the litigation instituted by Wabush against these same third parties.

42. The Expansion Motion requests that this Court exercise its discretionary powers, in a case when it is not even necessary, since the same discovery can take place, if deemed appropriate (a) either in the context of the Dissolution Motion, if Twinco and CF(L)Co fail on their contestation of jurisdiction, or (b) in the context of the proposed court-supervised liquidation of Twinco in the Province of Newfoundland and Labrador.
43. In any event, there is no basis in the CCAA, or otherwise, to grant the requested investigation powers to the Monitor, which powers are akin to those typically reserved for regulatory or investigative bodies.

(c) The Investigation Powers Place the Monitor in a Real of Perceived Conflict of Interest

44. As an officer of the court, the Monitor must act with impartiality and neutrality, and when he cannot, such as in the case at hand, where he is intimately and actively aligned with Wabush in pursuing the Dissolution Motion, he should not be granted expanded powers to investigate and compel the third parties to the litigation to submit to interviews under oath and provide documentation relating to the ongoing litigation issue. There is no question that any effort to do so undermines the public's trust in our system of justice.
45. In light of the foregoing, it is submitted that in the circumstances, this Court should not grant such broad and investigative powers to the Monitor, particularly in light of the (a) ongoing litigation on the same issues, (b) the lack of jurisdiction under s. 11 and 23 of the CCAA, and (c) the real conflict of interest that is raised as a result of these expanded and unprecedented investigative powers.

WHEREFORE, MAY THIS COURT:

GRANT *Churchill Falls (Labrador) Corporation Limited's Contestation of the Petitioners' Motion for the Winding up and Dissolution, Distribution of Assets, Reimbursement of Monies and Additional Relief;*

DISMISS *the Motion for the Winding Up and Dissolution, Distribution of Assets, Reimbursement of Monies and Additional Relief;*

DISMISS *the Motion for the Expansion of the Monitor's Powers;*

WITH COSTS.

MONTREAL, May 19, 2021

Stikeman Elliott LLP

M^e Guy Martel

Direct : 514 397 3163

Email : gmartel@stikeman.com

M^e Nathalie Nouvet

Direct : 514 397 3128

Email : nnouvet@stikeman.com

M^e Simon Ledsham

Direct : 514 397 3385

Email : sledsham@stikeman.com

STIKEMAN ELLIOTT LLP

1155 René-Lévesque Blvd. West

41st Floor

Montréal (Québec) Canada H3B 3V2

**Attorneys for Churchill Falls (Labrador)
Corporation Limited**

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

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Monitor

**AMENDED LIST OF EXHIBITS IN SUPPORT OF CHURCHILL FALLS
(LABRADOR) CORPORATION LIMITED'S AMENDED CONTESTATION OF THE
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DISTRIBUTION OF ASSETS, REIMBURSEMENT OF MONIES AND ADDITIONAL
RELIEF AND (ii) MOTION FOR THE EXPANSION OF THE MONITOR'S POWERS**

- Exhibit C-1:** Liquidation Application
- Exhibit C-2:** CF(L)Co's corporate profile with Corporations Canada
- Exhibit C-3:** (*En liasse*) Screen captures of CF(L)Co, Wabush Iron, Wabush Resources, and Iron Ore Company of Canada's company profiles in the Newfoundland and Labrador Companies and Deeds Online database
- Exhibit C-4:** Email dated February 22, 2021

MONTREAL, May 19, 2021

Stikeman Elliott LLP

M^e Guy Martel

Direct : 514 397 3163

Email : gmartel@stikeman.com

M^e Nathalie Nouvet

Direct : 514 397 3128

Email : nnouvet@stikeman.com

M^e Simon Ledsham

Direct : 514 397 3385

Email : sledsham@stikeman.com

STIKEMAN ELLIOTT LLP

1155 René-Lévesque Blvd. West

41st Floor

Montréal (Québec) Canada H3B 3V2

**Attorneys for Churchill Falls (Labrador)
Corporation Limited**

Stéphanie Larche

Objet: TR: Cause 2021 01G 0432 - initial return date of 23 Feb 2021 at 10 AM for Originating Application by Churchill Falls (Labrador) Corporation Limited

Importance: Haute

De : jsmith@scwlegal.com <jsmith@scwlegal.com>

Envoyé : Monday, February 22, 2021 7:53 AM

À : inquiries@supreme.court.nl.ca; michellehillier@supreme.court.nl.ca

Cc : 'Bernard' <bernard.boucher@blakes.com>; 'Gerry' <Gerry.Apostolatos@langlois.ca>; Nathalie Nouvet <NNouvet@stikeman.com>; PDicks@bensoffett.com; 'Sean Pittman' <spittman@bensoffett.com>; 'Gina' <Gina.Carello@langlois.ca>; BethSheppard@nalcoreenergy.com; 'Doug Mitchell' <dmitchell@imk.ca>; 'Milly' <milly.chow@blakes.com>; Guy P. Martel <GMartel@stikeman.com>; tstanley@coxandpalmer.com; ToddNewhook@nalcoreenergy.com; Simon Ledsham <sledsham@stikeman.com>; 'Bernard Coffey' <berncoffey@gmail.com>

Objet : Cause 2021 01G 0432 - initial return date of 23 Feb 2021 at 10 AM for Originating Application by Churchill Falls (Labrador) Corporation Limited

Importance : Haute

Michelle:

Please be advised that counsel for each of the parties has agreed that the presentation of the Originating Application is to be adjourned generally (*sine die*).

Regards,

Jamie M. Smith, Q.C.

Smith Law Offices

The Law Chambers

2nd Floor, 263 Duckworth Street

St. John's, NL A1C 1G9

Direct Line: (709) 753-1306

Facsimile: (709) 753-1344

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SUPERIOR COURT
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CANADA
PROVINCE OF QUÉBEC
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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
TWIN FALLS POWER CORPORATION
CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

BS0350

File: 030192-1029

CHURCHILL FALLS (LABRADOR) CORPORATION LIMITED'S AMENDED
CONTESTATION OF THE PETITIONERS' (i) MOTION FOR THE WINDING UP
AND DISSOLUTION, DISTRIBUTION OF ASSETS, REIMBURSEMENT OF
MONIES AND ADDITIONAL RELIEF AND (ii) MOTION FOR THE EXPANSION
OF THE MONITOR'S POWERS

ORIGINAL

Mtre Guy P. Martel

(514) 397-3163
gmartel@stikeman.com

Mtre Nathalie Nouvet

(514) 397-3128
nnouvet@stikeman.com

STIKEMAN ELLIOTT
Stikeman Elliott LLP BARRISTERS & SOLICITORS
41st Floor
1155 René-Lévesque West
Montréal, Canada H3B 3V2