

SUPERIOR COURT
(Commercial Division)

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N°: 500-11-048114-157

DATE: ~~August 15,~~ October 21, 2016

PRESIDING: THE HONOURABLE STEPHEN W. HAMILTON J.S.C.

**IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:
WABUSH IRON CO. LIMITED**

Debtor/Respondent

- and -

FTI CONSULTING CANADA INC.

Monitor

- and -

ROYAL BANK OF CANADA

Creditor/Petitioner

**AMENDED MOTION TO LIFT THE STAY OF PROCEEDINGS WITH RESPECT TO WABUSH
IRON CO. LIMITED**

Section 11 of the *Companies' Creditors Arrangement Act*

Joe Thorne

STEWART MCKELVEY

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**Solicitors for the Creditor/Petitioner, Royal Bank of
Canada**

SUPERIOR COURT
(Commercial Division)

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IRON CO. LIMITED**

Section 11 of the *Companies' Creditors Arrangement Act*

**TO THE HONOURABLE STEPHEN W. HAMILTON, J.S.C. OR ONE OF THE HONOURABLE
JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR
THE DISTRICT OF MONTRÉAL, THE ROYAL BANK OF CANADA SUBMITS:**

A. SCOPE AND PURPOSE OF MOTION

1. The Creditor/Petitioner, Royal Bank of Canada ("**RBC**"), seeks an order lifting the stay of proceedings in the within CCAA proceeding in respect of the Debtor/Respondent, Wabush Iron Co. Limited ("**WICL**").
2. RBC seeks ~~previously filed a motion seeking to lift the stay of proceedings as part of its pending motion to add Wabush Iron Co. Limited~~ **WICL** as a defendant in RBC's counterclaim in a proceeding in Newfoundland and Labrador, bearing Court File No. 2003 01T 3807 (the "**Newfoundland Proceeding**").
3. The Newfoundland Proceeding was commenced by Cliffs Mining Company "as Managing Agent of Wabush Mines" in 2003. "Wabush Mines" was described by Cliffs

Mining Company as an “unincorporated contractual joint venture” of Stelco Inc. (now US Steel Canada), Dofasco Inc. (now ArcelorMittal Dofasco Inc.), and ~~Wabush Iron Co. Ltd~~WICL. “Wabush Mines” was a precursor to Wabush Mines, a Mises-en-Cause in the within CCAA proceeding.

4. In 2014, RBC sought and was granted leave to commence a counterclaim against Cliffs Mining Company.
5. In response to that counterclaim, Cliffs Mining Company disclaimed any personal liability for the acts or omissions of “Wabush Mines”, including ~~Wabush Iron Co. Ltd~~WICL. Cliffs Mining Company stated that notwithstanding its pleading “as Managing Agent of Wabush Mines”, that any relief sought by RBC by counterclaim must be sought as against the members of “Wabush Mines”, including ~~Wabush Iron Co. Limited~~WICL.
6. As a result of Cliffs Mining’s disclaimed of liability, in January 2015 RBC has applied to the Court in the Newfoundland Proceeding to amend its pleading to add as parties to its counterclaim each of the members of “Wabush Mines”, including Wabush Iron Co. LimitedWICL.
7. On October 7, 2016, the Monitor for WICL served RBC with a Notice of Revision or Disallowance, allowing RBC’s claim in the amount of \$5,224,485.26 as against WICL. On the basis of the acceptance of its claim against WICL, RBC now seeks to lift the stay of proceedings for the purpose of compelling WICL to:
 - (a) answer interrogatories served upon it in relation to the Newfoundland Proceeding;
 - (b) produce documents relevant to the matters raised in interrogatories; and
 - (c) make available a representative for discovery in the Newfoundland Proceeding in relation to the narrow issues raised in RBC’s interrogatories.
8. ~~7. In order to fully constitute the Newfoundland Proceeding, Wabush Iron Co. Limited must be added as a party. To that end, RBC requires that the stay of proceedings in respect of Wabush Iron Co. Limited~~WICL be lifted for that specific the limited purpose of production of evidence.

B. FACTS

Background

9. ~~8.~~ On December 17, 1996, RBC entered into a Master Lease Agreement (the “**Lease**”) with “Cliffs Mining Company in its capacity as Managing Agent for Wabush Mines”. In subsequent pleadings, Wabush Mines was described as “an unincorporated contractual joint venture” of Stelco Inc., Dofasco Inc., and ~~Wabush Iron Co. Ltd~~WICL.
10. ~~9.~~ The Lease was in relation to certain equipment used by Cliffs Mining Company in the operation of the Wabush Mine in Labrador, which operation forms a significant part of the subject matter of the within CCAA proceeding.
11. ~~10.~~ The Lease described in part the liability relationship between RBC, Cliffs Mining Company, and each of Stelco Inc., Dofasco Inc., and ~~Wabush Iron Co. Ltd~~WICL as follows:

53. Liability of each Joint Venturer

53.1 The liability of each Joint Venturer in respect of any Obligation in the Lease and Leasing Schedules shall be as follows:

- Wabush Iron Co. Ltd.: 37.87% thereof
- Stelco Inc.: 37.87% thereof
- Dofasco Inc.: 24.26% thereof.

12. 41. On September 4, 2003, RBC provided Cliffs Mining Company with notice of default under the Lease. RBC states that Cliffs Mining Company failed in its obligations under the Lease. Cliffs Mining Company failed to maintain the leased equipment in good operating condition and repair and thereafter has sought to benefit from its failure to comply with its obligations under the Lease. In particular, Cliffs Mining Company sought the benefit of a lower appraised value for the equipment (and therefore, a lower purchase price under the Lease) because of its poor condition.
13. 42. RBC states that this default entitled RBC to payment of the "Fair Market Value Cap" of the leased equipment, minus payments made to that date by Cliffs Mining Company. That amount was calculated as \$1,690,582.02.
14. 43. Further, Section 30.1 of the Lease provides:

Any Overdue Payment shall bear interest at the rate of 18% per annum calculated and compounded monthly whether before or after judgement, from the date it is due until paid.

Outstanding Litigation

15. 44. Cliffs Mining Company commenced an action "in its capacity as Managing Agent for Wabush Mines" against RBC on October 9, 2003. In that action, Cliffs Mining Company sought an order compelling RBC to accept payment substantially below the Fair Market Value Cap in exchange for ownership the disputed equipment.
16. 45. During the course of the Newfoundland Proceeding, Cliffs Mining and RBC were parties to litigation in Quebec based upon a nearly identical "Master Lease Agreement" (the "**Quebec Proceeding**"). In fact, the same section (section 53.1) in both Master Lease Agreements was relied upon by Cliffs Mining to attribute liability only to the "Wabush Mines" joint venturers, including ~~Wabush Iron Co. Limited~~ WICL, in respective proportions.
17. 46. In 2010, RBC was wholly successful in the Quebec Proceeding, with the Quebec Court of Appeal finding Cliffs Mining 100% liable in its personal capacity, with ~~Wabush Iron Co. Limited~~ WICL, Stelco Inc. and Dofasco Inc. jointly and severally liable to the extent set out in Section 53.1 of the Quebec "Master Lease Agreement".
18. 47. On February 13, 2014, RBC filed an Amended Defence and Counterclaim in the Newfoundland Proceeding. In its Counterclaim, RBC claimed as against "Cliffs Mining Company in its capacity as Managing Agent for Wabush Mines" for the full Fair Market Value Cap of the equipment, plus compound interest as described above.

19. ~~18.~~ Subsequently, Cliffs Mining Company pleaded in its Defence to Counterclaim, and has represented to the Court in the Newfoundland Proceeding, that any alleged liability of Cliffs Mining Company is, in fact, properly the liability of “Wabush Mines” and its constituent member corporations, including ~~Wabush Iron Co. Ltd.~~ WICL.
20. ~~19.~~ In January 2015, on the basis of that representation from Cliffs Mining Company, RBC applied to the Supreme Court of Newfoundland and Labrador to amend its Amended Defence and Counterclaim to add Stelco Inc., Dofasco Inc., and ~~Wabush Iron Co. Ltd.~~ WICL as defendants by counterclaim (**Exhibit 1**).
21. ~~20.~~ On January 23, 2015, Cliffs Mining Company discontinued its claim against RBC.
22. ~~21.~~ RBC’s motion to amend its Amended Statement of Defence and Counterclaim to add Stelco Inc., Dofasco Inc., and ~~Wabush Iron Co. Ltd.~~ WICL, served and filed in January 2015, remains outstanding. ~~It is tentatively scheduled to be heard in Newfoundland in October 2016.~~
23. ~~22.~~ RBC subsequently learned, in part as a result of the within CCAA proceeding, that the interests of Stelco Inc. and Dofasco Inc. in “Wabush Mines” were sold to Wabush Resources Inc. as of 2010.
24. ~~23.~~ RBC filed its proof of claim in the within proceeding on December 18, 2015. As set out above, RBC’s claim against WICL was allowed in part on October 7, 2016.
- ~~24. Wabush Iron Co. Limited, as a member of “Wabush Mines” and a signatory to the Lease, remains indebted to RBC for the amounts set out in the Amended Defence and Counterclaim in the Newfoundland Proceeding. On October 6, 2016, RBC served WICL with interrogatories in relation to the Newfoundland Proceeding. WICL has refused to provide its answers to those interrogatories in the absence of an order of this Honourable Court lifting the stay of proceedings in place for WICL.~~
- ~~25. As at the date of the Initial CCAA order in this matter, dated May 20, 2015, the pre-filing amount claimed by RBC against Wabush Iron Co. Limited is \$13,795,841.72, inclusive of principal and interest in accordance with the Lease.~~
25. For the benefit of this Honourable Court, such further exhibits as necessary for the factual and evidentiary record in the Newfoundland Proceeding and the hearing of this motion are appended to the Affidavit of Gary Ivany, sworn July 14, 2016, which ~~is~~ was filed in support of this motion: as originally filed on August 15, 2016.

C. LAW AND ARGUMENT

Test to Lift a Stay of Proceedings

26. Section 11 of the CCAA provides:

Despite anything in the Bankruptcy and Insolvency Act or the Winding-up and Restructuring Act, if an application is made under this Act in respect of a debtor company, the court, on the application of any person interested in the matter, may, subject to the restrictions set out in this Act, on notice to any other person or without notice as it may see fit, make any order that it considers appropriate in the circumstances.

27. The test to lift a stay of proceedings in a CCAA context is well-established. The Court's discretion to lift a stay is not limited to narrow categories of cases, but should only be exercised where there are sound reasons consistent with the CCAA to do so (**Exhibit 2 - ICR Commercial Real Estate (Regina) Ltd. v. Bricore Land Group Ltd.**, 2007 SKCA 72 at paras 66 – 68).
28. Factors that should be considered in a motion to lift a stay include:
- (a) the balance of convenience;
 - (b) the relative prejudice to the parties; and
 - (c) the merits of the proposed action, where they are relevant to the issue of whether there are "sound reasons" for lifting the stay.
29. Courts have identified a number of instances in which lifting a stay of proceedings was appropriate, including:
- (a) a plan is likely to fail;
 - (b) the applicant shows hardship (the hardship must be caused by the stay itself and be independent of any pre-existing condition of the applicant creditor);
 - (c) the applicant shows necessity for payment;
 - (d) the applicant would be significantly prejudiced by refusal to lift the stay and there would be no resulting prejudice to the debtor company or the positions of creditors;
 - (e) it is necessary to permit the applicant to take steps to protect a right that could be lost by the passage of time;
 - (f) after the lapse of a significant period, the insolvent debtor is no closer to a proposal than at the commencement of the stay period;
 - (g) there is a real risk that a creditor's loan will become unsecured during the stay period;
 - (h) it is necessary to allow the applicant to perfect a right that existed prior to the commencement of the stay period;
 - (i) it is in the interests of justice to do so (**Exhibit 3 - Canwest Global Communications Corp., Re**, 2011 ONSC 2215 at para 26).
30. In *Manitoba Capital Fund Ltd. Partnership v. Royal Bank* (**Exhibit 4 - Manitoba Capital Fund Ltd. Partnership v. Royal Bank**, 2001 MBQB 197 at para 24), the Manitoba Court of Queen's Bench held that in a BIA stay of proceedings (rather than a CCAA) could be lifted where "the bankrupt is a necessary party for the complete adjudication of the matters at issue involving other parties."

The Stay of Proceedings Should be Lifted to Compel WICL's Evidence

31. RBC states that there are sound commercial reasons to lift the stay in respect of Wabush Iron Co. Limited WICL.
32. RBC first served interrogatories in relation to the Newfoundland Proceeding on WICL in May 2015 (the "May 2015 Interrogatories"). The May 2015 Interrogatories were directed, in part, to the knowledge, information, and belief of the recipients, including WICL, regarding:
 - (a) the process by which Cliffs Mining allegedly exercised the disputed purchase option on behalf of each of the members of "Wabush Mines";
 - (b) when that authority to exercise was granted, if at all; and
 - (c) any evidence in support of the grant of such authority from the members of "Wabush Mines", including WICL.
33. On July 30, 2015, WICL wrote to RBC refusing to answer interrogatories without first having the stay in this proceeding lifted.
34. In a bid to avoid engaging WICL and the Monitor in the course of a CCAA proceeding, RBC spent several months seeking answers to those May 2015 Interrogatories from Cliffs Mining and the other members of "Wabush Mines" (namely, Stelco Inc. and Dofasco Inc.).
35. On July 23, 2015, Dofasco Inc. answered the May 2015 Interrogatories. Dofasco Inc.'s answers indicated that the authority Cliffs Mining required to exercise the disputed option in the Newfoundland Proceeding, if given, would be given at budget meetings of the members of "Wabush Mines" and Cliffs Mining. Dofasco Inc. added that it had no specific knowledge regarding any request for grant of authority, or whether such authority was in fact granted.
36. For its part, Cliffs Mining consistently refused to answer the May 2015 Interrogatories until it was compelled to do so, in part, by the Court in the Newfoundland Proceeding on April 13, 2016. Following that court order, RBC delivered further interrogatories to Cliffs Mining on June 17, 2016.
37. Cliffs Mining's answers to the May 2015 Interrogatories and the further interrogatories indicated:
 - (a) authority for Cliffs Mining's conduct was needed from each of the members of "Wabush Mines", including WICL;
 - (b) authority to undertake capital expenditures would be discussed at meetings of Cliffs Mining and the members of "Wabush Mines";
 - (c) alternatively, Cliffs Mining answered that it had implicit authority pursuant to its Management Agreement with the members of "Wabush Mines"; and
 - (d) documents produced in Cliffs Mining's answers in support of its claim to such authority did not explicitly deal with authority for the exercise of the disputed option.

38. As a result of all of the foregoing, RBC advised the Monitor for WICL that it would apply to lift the stay in this CCAA proceeding.
39. RBC took this step only after exhausting all other avenues with other parties and non-parties.
40. Further, the weight of the evidence compelled from Cliffs Mining established that its authority, which is a central controlling issue in the Newfoundland Proceeding, would depend in substantial part on the evidence of WICL as a member of "Wabush Mines" and an instructing principal of Cliffs Mining.
41. In a further bid to narrow the scope of RBC's inquiries and to minimize WICL's time and expense, RBC served a new set of interrogatories on October 6, 2016 (the "October 2016 Interrogatories") (Exhibit 5). The October 2016 Interrogatories are limited to:
- (a) WICL's specific knowledge regarding Cliffs Mining's exercise of the disputed option, and the general procedure and process for approval of such actions;
 - (b) WICL's specific knowledge regarding a request for such authority from Cliffs Mining, whether such authority was given, and how it was given if it indeed was given; and
 - (c) WICL's specific knowledge regarding any funds contributed to the purchase of the disputed equipment, or any request from Cliffs Mining for reimbursement for such expense.
42. WICL, again, refused to answer the October 2016 Interrogatories without RBC first securing an order of this Honourable Court lifting the stay.

A. the balance of convenience favours RBC

43. In its original motion, RBC sought to add WICL as a party to the Newfoundland Proceeding. That motion was filed to secure RBC's rights to seek evidence from WICL and to ensure RBC had a remedy against the interested parties at the end of trial.
44. The Monitor's acceptance of RBC's claim against WICL satisfied RBC's need for a remedy, to the limited extent permitted under the existing CCAA claims procedure.
45. However, RBC still requires WICL's evidence, which is fundamental to RBC's claim against Cliffs Mining and the remaining members of "Wabush Mines".
46. The balance of convenience on this motion favours RBC. RBC has made a limited request for:
- (a) evidence by way of sworn answers to interrogatories and related document disclosure; and
 - (b) discovery of a WICL representative on a limited scope of issues.
47. 33. The balance of convenience favours RBC. From a procedural and evidentiary perspective, Wabush Iron Co. Limited is a necessary party to the Newfoundland Proceeding. Lifting the stay would not grant RBC any advantage over secured or unsecured creditors. Rather, it would afford RBC the opportunity to fully constitute secure

all necessary evidence in the Newfoundland Proceeding.

48. ~~34. Without Wabush Iron Co. Limited's participation as a party, RBC will be limited in its recourse to the evidence of Wabush Iron Co. Limited in the Newfoundland Proceeding. That evidence is crucial to the determination of liability in the Newfoundland Proceeding. If the stay is not lifted, it is arguable that RBC may not even be able to compel Wabush Iron Co. Limited~~WICL to make non-party production of evidence or witnesses. Such a determination would seriously hamper RBC's ability to prosecute its case, particularly with the significant passage of time since the events in question took place.
49. ~~35. On the other hand, Wabush Iron Co. Limited~~WICL has been aware of the Newfoundland Proceeding for several years. Until 2014, RBC understood that Cliffs Mining Company was conducting its claim against RBC in the Newfoundland Proceeding with the explicit authority and knowledge of ~~Wabush Iron Co. Limited.~~ WICL. WICL was served with RBC's application to add it as a party to the Newfoundland Proceeding in January 2015, several months before the within proceeding was commenced.
50. ~~36. Should the stay be lifted, Wabush Iron Co. Limited would be required to participate in the Newfoundland Proceeding for the purpose of document disclosure and examinations for discovery. During the course of the Quebec Proceeding, Wabush Iron Co. Limited was a participant in nearly identical litigation in respect of the Quebec operation of Wabush Mines.~~
51. ~~37. Wabush Iron Co. Limited was served with RBC's application to add it as a party to the Newfoundland Proceeding in January 2015, several months before the within proceeding was commenced. The inconvenience to Wabush Iron Co. Limited~~RBC submits that the inconvenience to WICL in responding to RBC's application~~limited requests for evidence in the Newfoundland Proceeding and the time and cost associated with participating in that action~~ issuch cooperation is significantly less than what will be suffered by RBC if this motion is dismissed.
52. ~~38. RBC would be seriously prejudiced if the stay is not lifted. During the course of the Newfoundland Proceeding, Cliffs Mining Company held itself out as a representative binding the "Wabush Mines" joint venturers, including Wabush Iron Co. Limited. It was only after 11 years of litigation that Cliffs Mining Company resiled from that position. RBC had always intended that the joint venturers of "Wabush Mines" be bound by the determination of Cliffs Mining's claim and RBC's counterclaim.~~

B. RBC would be prejudiced by refusal to lift the stay for these limited purposes

53. If the stay is not lifted, RBC will very likely be denied the evidence of WICL, one of the members of "Wabush Mines" and a directing principal of Cliffs Mining in the Newfoundland Proceeding.
54. ~~39. If the stay is not lifted, RBC will be prevented from pursuing Wabush Iron Co. Limited for the significant damages suffered by RBC to date. This~~Such a denial would prejudice RBC's case as it relates to each of Wabush Iron Co. Limited, Cliffs Mining Company, and the other joint venturers~~remaining members~~ of "Wabush Mines".
55. ~~40. RBC ought not to be prejudiced by the conduct of~~
56. In particular, Cliffs Mining Company in advancing's primary defence to RBC's claim in the Newfoundland Proceeding. Particularly where Wabush Iron Co. Limited had

~~knowledge of that proceeding and was served with the relevant application pre-filing. If Wabush Iron Co. Limited were to suffer any prejudice by an order lifting the stay of proceedings, RBC states that such prejudice is significantly less serious than that suffered by RBC. is that Cliffs Mining had explicit and/or implicit authority of WICL to exercise the disputed option. RBC must be permitted to test that allegation.~~

57. WICL:

~~(a) 42. As stated above, Wabush Iron Co. Limited has been aware of the Newfoundland Proceeding for over 12 years. During that time, it has litigated the Quebec Proceeding from pleadings to the Quebec Court of Appeal. It cannot be said that Wabush Iron Co. Limited has not had ample opportunity to gather evidence and witness information for a parallel ongoing proceeding several years;~~

~~(b) was a party to litigation with RBC involving nearly identical issues in Quebec over a number of years, which culminated in a finding in favour of RBC at the Quebec Court of Appeal; and~~

~~(c) unlike Stelco Inc. and Dofasco Inc., is owned by Cliffs Mining and has been represented by Cliffs Mining's counsel at least until May 2015;~~

~~(i) 43. Further, Wabush Iron Co. Limited~~WICL is the only surviving member of "Wabush Mines" from 1999 to today. With the sale of Stelco Inc.'s and Dofasco Inc.'s interests to Wabush Resources Inc. in 2010, only ~~Wabush Iron Co. Limited~~WICL remains as a party with a continuous interest in the business of Wabush Mine, including the disputed equipment at issue in the Newfoundland Proceeding.

58. It cannot be said that WICL has not had ample opportunity to gather evidence and witness information for a parallel ongoing proceeding. RBC submits that the expenditure of time and resources of WICL to provide the requested evidence is minimal.

59. If WICL were to suffer any prejudice by an order lifting the stay of proceedings, RBC states that such prejudice is significantly less serious than that suffered by RBC.

C. The RBC claim has significant merit

60. 44. With respect to the merits of the Newfoundland Proceeding, to the extent that such an analysis is relevant, RBC submits that there are ample grounds to find that action to be meritorious.

61. 45. The Newfoundland Proceeding relates to an alleged breach of the Lease by Cliffs Mining Company and each of the joint venturers of "Wabush Mines". There is a considerable evidentiary record with respect to the maintenance of the disputed equipment, as well as the dispute regarding the exercise of certain purchase options under the Lease. The Newfoundland Proceeding is case managed, and has been the subject of a number of interlocutory proceedings regarding both procedure and substance. At no point has RBC's case been deemed to be without merit or otherwise struck, in whole or in part, for any such reason.

62. 46. Further, RBC has been successful before the courts of Quebec in nearly identical litigation at both the trial and appeal levels. RBC states that the Newfoundland

Proceeding has significant merit.

63. ~~47.~~ RBC therefore respectfully submits that there are sound commercial reasons for this Honourable Court to exercise its discretion to lift the stay of proceedings in respect of Wabush Iron Co. Limited/WICL for the purpose of production of evidence.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

1. **GRANT** the present Motion;
2. **ISSUE** an order lifting the stay of proceedings in respect of Wabush Iron Co. Limited to permit RBC to bring a motion in the Newfoundland Proceeding seeking to add Wabush Iron Co. Limited as a defendant to RBC's counterclaim, and compelling Wabush Iron Co. Limited to:
 - a. answer the October 2016 Interrogatories and produce documents relevant to matters raised in the October 6 Interrogatories within 30 days of the date of this order; and
 - b. make available a representative with knowledge of the matters raised in RBC's interrogatories or who would inform him or herself to that effect for discovery in the Newfoundland Proceeding at a date and time to be scheduled by counsel.
3. **IN THE ALTERNATIVE TO PARAGRAPH 2, ISSUE** an order lifting the stay of proceedings in respect of Wabush Iron Co. Limited to permit RBC to apply in the Newfoundland Proceeding to compel Wabush Iron Co. Limited to:
 - c. answer the October 2016 Interrogatories and produce documents relevant to such answers; and
 - d. make available a representative with knowledge of the matters raised in RBC's interrogatories or who would inform him or herself to that effect for discovery in the Newfoundland Proceeding.
4. ~~3.~~ **THE WHOLE** with costs in the event this Motion is contested.

St. John's, ~~August 15,~~ October 21, 2016



Joe Thorne

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**Solicitors for the Creditor/Petitioner, Royal
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SUPERIOR COURT
(Commercial Division)

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

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PRESIDING: THE HONOURABLE STEPHEN W. HAMILTON J.S.C.

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- and -

FTI CONSULTING CANADA INC.

Monitor

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LIST OF EXHIBITS

(In support of the *motion to lift the stay of proceedings with respect to Wabush Iron Co. Limited*)

- 1 RBC application to add parties as defendants by counterclaim (Court File No. 2003 01T 3807)
- 2 *ICR Commercial Real Estate (Regina) Ltd. v. Bricore Land Group Ltd.*, 2007 SKCA 72
- 3 *Canwest Global Communications Corp., Re*, 2011 ONSC 2215
- 4 *Manitoba Capital Fund Ltd. Partnership v. Royal Bank*, 2001 MBQB 197
- 5 Interrogatories, dated October 5, 2016

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NOTICE OF PRESENTATION

TO SERVICE LIST

TAKE NOTICE that the present Motion to lift the stay of proceedings with respect to Wabush Iron Co. Limited will be presented for adjudication before the Honourable Stephen W. Hamilton, j.s.c., or another of the Honourable judges of the Superior Court of Quebec, Commercial Division, sitting in and for the district of Montreal, at the Montreal Courthouse located at 1, Notre-Dame Street East, Montreal, Quebec, on ~~August 30,~~ October 28, 2016 at a time to be determined.

St. John's, ~~August 15,~~ October 21, 2016



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**Solicitors for the Creditor/Petitioner, Royal
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SUPERIOR COURT
(Commercial Division)

<p>CANADA</p> <p>PROVINCE OF QUÉBEC DISTRICT OF MONTRÉAL</p> <p>N°: 500-11-048114-157</p> <p>DATE: August 15, <u>October 21</u>, 2016</p> <p>PRESIDING: THE HONOURABLE STEPHEN W. HAMILTON J.S.C.</p> <p>IN THE MATTER OF THE PLAN OF COMPROMISE OR ARRANGEMENT OF:</p> <p>WABUSH IRON CO. LIMITED Debtor/Respondent</p> <p>- and -</p> <p>FTI CONSULTING CANADA INC. Monitor</p> <p>- and -</p> <p>ROYAL BANK OF CANADA Creditor/Petitioner</p>	<p>AMENDED MOTION TO LIFT THE STAY OF PROCEEDINGS WITH RESPECT TO WABUSH IRON CO. LIMITED Section 11 of the Companies' Creditors Arrangement Act</p>	<p>ORIGINAL</p> <p>Joe J. Thorne Stewart McKelvey Lawyers & Avocats Cabot Place, 1100-100 New Gower Street P.O. Box 5038 St. John's, NL A1C 5V3 Our File: 4262-554</p>
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