

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N^o: 500-11-048114-157

SUPERIOR COURT

Commercial Division

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

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

BLOOM LAKE GENERAL PARTNER LIMITED

QUINTO MINING CORPORATION

8568391 CANADA LIMITED

CLIFFS 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 DIRECTIONS WITH RESPECT TO LATE CLAIMS
(Sections 11 and 23(k) of the *Companies' Creditors Arrangement Act*)

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 MONTRÉAL, 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 (as subsequently extended from time to time);
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. (“**Wabush Resources**”) and the Mises-en-cause Wabush Mines and Arnaud (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 (as subsequently extended from time to time);
5. On June 22, 2016, Mr. Justice Hamilton issued an order appointing Michael Keeper, Terence Watt, Damien Lebel and Neil Johnson (the “**Salaried Representatives**”) as representatives of all salaried/non-Union employees and retirees of the Wabush CCAA Parties (the “**Salaried Members**”) and Koskie Minsky LLP and Nicholas Scheib (collectively, **Salaried Representative Counsel**) as legal counsel to the Salaried Representatives in their capacity as representatives for the Salaried Members in these CCAA proceedings.
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; 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, authorizing the Participating CCAA Parties (as defined therein) 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 “**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 Plan;
10. On June 18, 2018, the Meetings were held in accordance with the Plan and the Amended Meetings Order, and the Plan was approved by the Classes of Affected Unsecured Creditors (as defined therein), the whole as appears from the Court record;
11. On June 29, 2018, Mr. Justice Hamilton issued the Sanction Order dated June 29, 2018 (the “**Plan Sanction Order**”), the whole as appears from the Court record;
12. On July 30, 2018, Mr. Justice Hamilton issued the Plan Modification Order dated July 30, 2018, pursuant to which minor modifications were made to the Plan in order to avoid unanticipated tax liabilities, the whole as appears from the Court record;
13. 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 CLAIMS PROCEDURE ORDER

14. Paragraphs 28, 29 and 30 of the Amended Claims Procedure Order set out the process for the provision by the CCAA Parties of the Wabush Represented Employee Claimants List (as defined therein) to the Monitor and then from the Monitor to the Salaried Representative Counsel, and for Salaried Representative Counsel to provide any objections thereto;
15. Paragraph 31 of the Amended Claims Procedure Order also provided a mechanism for the filing of proofs of claim for any additional employees with OPEB or Other Employee

Claims (each as defined therein) by Salaried Representative Counsel to the extent not listed on the Wabush Represented Employee Claimants List);

16. By an Order issued on June 26, 2015, Mr. Justice Hamilton authorized the suspension of OPEB payments by the CCAA Parties. Employee coverage was consequently terminated as at May 31, 2015;
17. Pursuant to paragraphs 22 of the Amended Claims Procedure Order, 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 or these CCAA Proceedings generally, in relation to such Claim(s);
18. 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;
19. Furthermore, the settlement agreements entered into with the Salaried Representative Counsel prior to the filing of the Plan (the "**Employee Settlement**"), attached as **Exhibit R-1** in support of the present Motion, contained releases of Claims (as defined therein).
20. The Plan and the Plan Sanction Order also provides that all Affected Claims (as defined in the Plan Sanction Order) are "fully, finally, irrevocably and forever compromised, discharged and released with prejudice" on the Plan Implementation Date (as defined therein). As noted above, the Plan Implementation Date occurred on July 31, 2018;

3. LATE CLAIMS

21. On August 13, 2018 and after Salaried Representation Counsel conducted its own investigation, the CCAA Parties and the Monitor were informed by Salaried Representative Counsel of a possible late claim of a former salaried employee of Wabush Mines at the Scully Mine, Alvin Cluett. At the time of the Wabush Initial Order, Mr. Cluett had been on long-term disability since May 25, 2010;
22. In connection with the late claim asserted by Salaried Representative Counsel, the CCAA Parties and the Monitor were asked to identify any other former employees of Wabush Mines who were also on long-term disability or workers' compensation at the time of the Wabush Initial Order;
23. Given that the CCAA Parties have had no employees since July 2017 and the significant passage of time since the Wabush Represented Employee Claimants List

was prepared, the CCAA Parties have experienced significant challenges in trying to locate information on former employees of the CCAA Parties.

24. The CCAA Parties, primarily through their counsel, and the Monitor have expended considerable time and efforts to attempt to confirm as much employee information as possible from data and records related to the CCAA Parties in their possession and have made multiple inquiries made to Sun Life Assurance Company (“**Sun Life**”) and the Workplace WL in respect of former Wabush Mines employees on long-term disability or workers’ compensation.
25. In addition, the Monitor has communicated with the former Manager of Compensation and Benefits for the CCAA Parties.
26. From the CCAA Parties’ and the Monitor’s investigations, four additional salaried employees who appeared from the CCAA Parties’ records to have been on long-term disability were identified (together with Alvin Cluett, the “**Salaried Late Claim Employees**”).
27. It appears that the Salaried Late Claim Employees were left off of the Wabush Represented Employee Claimants List because they were on long-term disability. The CCAA Parties and the Monitor have confirmed, through the CCAA Parties’ records and Sun Life, that the Salaried Late Claim Employees were on long-term disability and Wabush Mines employees at the time of the Wabush Initial Order.
28. The names of each of the additional four individuals were conveyed to the Salaried Representative Counsel, together with the reasons why the CCAA Parties and the Monitor believed these additional former employees did not have claims and were not included on the Wabush Represented Employee Claimants List provided to Salaried Representative Counsel under the Amended Claims Procedure Order.
29. Upon further investigation, it was determined that two of these four employees, Reginald Hillier and Joseph Vandebroek did not appear to have been paid severance and termination. These two Salaried Late Claim Employees would therefore have had a claim but for the expiry of the Claims Bar Date, the Employee Settlement and the Plan Sanction Order.
30. The Monitor, CCAA Parties and Salaried Representative Counsel have agreed that the remaining two employees did not have any claims.

4. THE SETTLEMENT

31. After exchanging information about the Salaried Late Claim Employees, the CCAA Parties, the Monitor and Salaried Representative Counsel entered into negotiations towards a possible settlement of the Salaried Late Claim Employees’ claims as it was determined that the costs of a contested motion regarding the late claims would likely be greater than the distributions payable to the Salaried Late Claim Employees under the Plan if the late claims were allowed.
32. Subject to the approval of the Court, a settlement has been agreed to between the CCAA Parties, the Monitor and Salaried Representative Counsel in the form of a consent order (the “**Draft Order**”), attached in support of the present Motion as **Exhibit**

R-2 pursuant to which the claims in the amounts set out in Schedule “A” to the Draft Order (the “**Salaried Late Employee Claims**”) will be deemed to have been filed and allowed.

33. The Monitor will recommend to the Court to allow the filing of the Salaried Late Employee Claims despite the releases provided by the Amended Claims Procedure Order, Employee Settlement and the Plan Sanction Order to avoid the costs of a contested hearing which would be greater than the impact of the Salaried Late Employee Claims on distributions to other creditors, which is, in any event, *de minimis*. The Monitor does not believe there will be any material prejudice to other creditors, as will be addressed in greater detail in the Monitor’s report to be filed in connection with this Motion.

5. PROCEDURAL MATTERS

34. The Monitor also seeks declarations that any prior delay for the presentation of this Motion is abridged and validated so that this Motion is properly returnable on November 27, 2018.
35. 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.
36. 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.
37. 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 23, 2018.
38. 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**”).
39. 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. INSTRUCTIONS SOUGHT

40. In light of the foregoing, the Monitor hereby seeks the issuance of an Order substantially in the form of the Draft Order communicated herewith as Exhibit R-2, which provides that:
- (a) the Salaried Late Claims Employees' Affected Third Party General Unsecured Claims against the Wabush Mines Parties will be allowed in the amounts set out in Schedule "A" to the Draft Order, each as an Affected Third Party Unsecured Creditor of the Wabush Mines Parties, which Affected Third Party General Unsecured Claims will be entitled solely to distributions from the Wabush Mines Parties Unsecured Creditor Cash Pool pursuant to the Plan¹;
 - (b) the Employee Settlement (Exhibit R-1) applies *nunc pro tunc* to the Salaried Late Claims Employees and Schedule A to the Employee Settlement is deemed amended to include the Salaried Late Employee Claims;
 - (c) the claims of the Salaried Late Claim Employees for the amounts set out on Schedule "A" shall be deemed to have been filed as valid Employee Affected Third Party General Unsecured Claims on or before the Claims Bar Date (as defined in the Amended Claims Procedure Order):
41. The CCAA Parties have been consulted by the Monitor and support the conclusions sought herein;
42. 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-2) communicated in support hereof;

WITHOUT COSTS, save and except in case of contestation.

Montréal, November 19, 2018



NORTON ROSE FULBRIGHT CANADA LLP
Mtre Sylvain Rigaud and Mtre Chrystal Ashby
Attorneys of the Monitor FTI Consulting Canada Inc.

¹ Unless otherwise defined herein, all terms in this paragraph have the meaning ascribed to them in the Plan.

SCHEDULE "A"

Name of Creditor	Amount Claimed and Allowed
Alvin Cluett	\$48,306.18
Reginald Hillier	\$42,309.54
Joseph Vandebroeck	\$54,056.27

AFFIDAVIT

I, the undersigned, **NIGEL MEAKIN**, Senior Managing Director of FTI Consulting Canada Inc., having a place of business at 79 Wellington Street, Suite 2010, Toronto, Ontario, M5K 1G8, solemnly affirm that all the facts alleged in the present *Motion for Directions with respect to Late Claims* are true.

AND I HAVE SIGNED:



NIGEL MEAKIN

SOLEMNLY DECLARED before me at
Toronto, Ontario, on this 19th day of
November 2018



Notary Public

Hyo. Mangoc LSO # 73267V

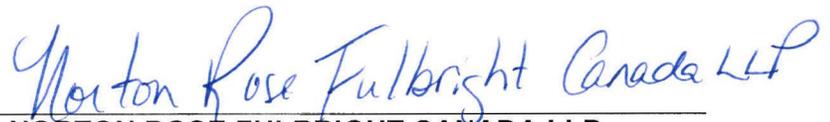
NOTICE OF PRESENTATION

TO: Service List

TAKE NOTICE that the present *Motion for Directions with respect to Late Claims* 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 **November 27, 2018**, at **9:30 a.m.**, in a room to be determined.

DO GOVERN YOURSELF ACCORDINGLY.

Montréal, November 19, 2018

A handwritten signature in blue ink that reads "Norton Rose Fulbright Canada LLP". The signature is written in a cursive, flowing style.

NORTON ROSE FULBRIGHT CANADA LLP

Mtre Sylvain Rigaud and Mtre Chrystal Ashby

Attorneys of the Monitor FTI Consulting Canada Inc.

CANADA

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*, R.S.C., c. 36, as amended)

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

BLOOM LAKE GENERAL PARTNER LIMITED

QUINTO MINING CORPORATION

8568391 CANADA LIMITED

CLIFFS 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 Directions with respect to Late Claims*)

- R-1** Settlement and Release Agreement dated May 17, 2018 entered into between the Representatives, the CCAA Parties and the Monitor;
- R-2** Draft Consent Order concerning the Motion by the Monitor for Directions with respect to Late Claims.

Montréal, November 19, 2018

Norton Rose Fulbright Canada LLP

NORTON ROSE FULBRIGHT CANADA LLP
Mtre Sylvain Rigaud and Mtre Chrystal Ashby
Attorneys of the Monitor FTI Consulting Canada Inc.

**Motion by the Monitor for Directions
with respect to Late Claims - Exhibit R-1**

SETTLEMENT AND RELEASE AGREEMENT

Dated as of May 17, 2018

BETWEEN:

**NEIL JOHNSON, DAMIEN LEBEL, MICHAEL KEEPER
AND TERRANCE WATT** the Court-appointed
representatives of all Salaried/Non-union employees and
retirees of the Wabush CCAA Parties (as hereinafter
defined)

(hereinafter referred to as the **Representatives**)

AND:

CLIFFS QUEBEC IRON MINING ULC, an unlimited
liability company governed by the laws of British Columbia,
having its elected domicile at 199 Bay St., Suite 4000,
Toronto, Ontario, M5L 1A9

(hereinafter referred to as **CQIM**)

AND:

**THE BLOOM LAKE IRON ORE MINE LIMITED
PARTNERSHIP**, a limited liability partnership formed
pursuant to the laws of Ontario, having its elected domicile
at 199 Bay St., Suite 4000, Toronto, Ontario, M5L 1A9

(hereinafter referred to as **Bloom Lake LP**)

AND:

BLOOM LAKE GENERAL PARTNER LIMITED, a
corporation incorporated pursuant to the laws of Ontario,
having its elected domicile at 199 Bay St., Suite 4000,
Toronto, Ontario, M5L 1A9

(hereinafter referred to as **Bloom Lake GP**)

AND:

QUINTO MINING CORPORATION, a corporation
incorporated pursuant to the laws of British Columbia,
having its elected domicile at 199 Bay St., Suite 4000,
Toronto, Ontario, M5L 1A9

(hereinafter referred to as **QMC**)

AND:

8568391 CANADA LIMITED, a corporation incorporated
pursuant to the laws of Canada, person having its elected
domicile at 199 Bay St., Suite 4000, Toronto, Ontario, M5L
1A9

(hereinafter referred to as **8568391**)

AND:

BLOOM LAKE RAILWAY COMPANY LIMITED, a
corporation incorporated pursuant to the laws of
Newfoundland and Labrador, having its elected domicile at
199 Bay St., Suite 4000, Toronto, Ontario, M5L 1A9

(together with CQIM, Bloom Lake LP, Bloom Lake GP,
QMC and 8568391, hereinafter referred to as

the **Bloom Lake CCAA Parties**)

AND:

WABUSH IRON CO. LIMITED, a corporation incorporated pursuant to the laws of the State of Ohio, United States of America, having its elected domicile at 199 Bay St., Suite 4000, Toronto, Ontario, M5L 1A9

(hereinafter referred to as **WICL**)

AND:

WABUSH RESOURCES INC., a corporation incorporated pursuant to the laws of Canada, having its elected domicile at 199 Bay St., Suite 4000, Toronto, Ontario, M5L 1A9

(hereinafter referred to as **WRI**)

AND:

WABUSH MINES, an unincorporated contractual joint venture of Wabush Iron and Wabush Resources, governed by the laws of Newfoundland and Labrador, having its elected domicile at 199 Bay St., Suite 4000, Toronto, Ontario, M5L 1A9

(hereinafter referred to as **Wabush Mines**)

AND:

ARNAUD RAILWAY COMPANY, a corporation incorporated pursuant to the laws of Québec, having its elected domicile at 199 Bay St., Suite 4000, Toronto, Ontario, M5L 1A9

(hereinafter referred to as **Arnaud**)

AND:

WABUSH LAKE RAILWAY COMPANY LIMITED, a corporation incorporated pursuant to the laws of Newfoundland and Labrador, having its elected domicile at 199 Bay St., Suite 4000, Toronto, Ontario, M5L 1A9

(together with WICL, WRI, Wabush Mines and Arnaud, hereinafter referred to as the **Wabush CCAA Parties**; the Wabush CCAA Parties and the Bloom Lake CCAA Parties being referred to hereinafter as the **CCAA Parties**)

AND:

FTI CONSULTING CANADA INC., duly constituted legal person having a place of business at 79 Wellington Street West, Suite 2010, Toronto, Ontario, M5K 1GB, in its sole capacity as Court-appointed monitor to the CCAA Parties and not in its personal or corporate capacity and without personal or corporate liability

(hereinafter referred to as the **Monitor**, and, together with the Representatives and the CCAA Parties, the **Parties**)

WHEREAS the Bloom Lake CCAA Parties have commenced proceedings pursuant to the *Companies' Creditors Arrangement Act*, RSC 1985, c. C-36 in court file no. 500-11-048114-157 (the "**CCAA Proceedings**") following the issuance of an order dated January 27, 2015 (as subsequently amended, rectified and/or restated, the "**Bloom Lake Initial Order**") by the Superior Court of Québec, commercial division, in the district of Montreal (the "**CCAA Court**");

WHEREAS the Wabush CCAA Parties joined the CCAA Proceedings pursuant to an order of the CCAA Court dated May 20, 2015 (as subsequently amended, rectified and/or restated, the "**Wabush Initial Order**");

WHEREAS the Monitor has been appointed by the CCAA Court as monitor of the CCAA Parties for the purposes of the CCAA Proceedings pursuant to the Bloom Lake Initial Order and the Wabush Initial Order;

WHEREAS pursuant to an Order issued June 22, 2015 (the "**Representative Order**"), the Representatives were appointed as representatives of all salaried/non-Union employees and retirees of the Wabush CCAA Parties or any person claiming an interest under or on behalf of such employees or former employees or pensioners and surviving spouses, or group or class of them (excluding Opt-Out Individuals, as defined in the Representative Order) (collectively, the "**Salaried Members**") for the purpose of representing the Salaried Members in the CCAA Proceedings and in particular with respect to proving, settling or compromising the rights and claims of the Salaried Members in the CCAA Proceedings, which Salaried Members shall be bound by the actions of the Representatives and Representative Counsel (as defined in the Representative Order) in the CCAA Proceedings;

WHEREAS there are no Opt-Out Individuals;

WHEREAS the CCAA Court issued an amended and restated order on November 16, 2015 (the "**Claims Procedure Order**") approving a procedure for the submission, evaluation and adjudication of claims asserted against the CCAA Parties and their current and former directors and officers;

WHEREAS on or around December 18, 2015, pursuant to the Claims Procedure Order the Representatives filed a Notice of Dispute (as defined in the Claims Procedure Order) in respect of the Wabush Represented Employee Claimants List (as defined in the Claims Procedure Order) that disputed the Claims (as defined in the Claims Procedure Order) stated on the Wabush Represented Employee Claimants List for terminated health, life and other benefits (the "**Salaried OPEB Claims**");

WHEREAS on March 26, 2018, the CCAA Court issued an order (the "**Post-Filing Claims Procedure Order**") approving a procedure for the submission, evaluation and adjudication of claims asserted against the CCAA Parties and their current and former directors and officers that arose after the commencement of the CCAA Proceedings;

WHEREAS on April 20, 2018, the CCAA Court issued an Order, *inter alia*, accepting for filing the Joint Plan of Compromise and Arrangement pursuant to the CCAA dated April 16, 2018 (the "**Original Plan**"), filed by the CCAA Parties other than 8568391 Canada Limited and Bloom Lake Railway Company Limited;

WHEREAS the CCAA Parties other than 8568391 Canada Limited, Bloom Lake Railway Company Limited, and Wabush Lake Railway Company Limited (collectively, the "**Participating CCAA Parties**") have agreed to amend the Original Plan (the Plan as amended and restated, the "**Plan**") and Representative Counsel has agreed, for and on behalf of itself and the Salaried Members, to support the Plan pursuant to a Support Agreement dated May 17, 2018 (the "**Representative Support Agreement**");

WHEREAS the Monitor, in consultation with the CCAA Parties, may pursuant to the provisions of the Claims Procedure Order, consensually resolve any Claim; and

WHEREAS in connection with the Plan, the Parties agree that it is in their interest to settle the Salaried OPEB/Other Employee Claims pursuant to the terms and conditions set forth herein, without any admission of liability or responsibility.

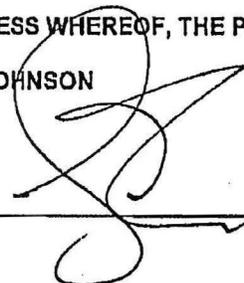
WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. **Preamble.** The preamble forms an integral part of the present agreement;
2. **Effective Date.** This agreement will enter into effect and produce its effect upon execution by all Parties; however, if the Plan is not implemented, this agreement shall be null and void;
3. **No Admission of Liability.** The Parties agree that the execution of this agreement does not entail any admission of liability or responsibility by any of the Parties, and shall not be construed as such. Specifically, nothing herein shall be construed as a recognition by either the CCAA Parties or the Monitor as to the merits of the Salaried OPEB/Other Employee Claims;
4. **Allowed Claims.** In consideration for the releases and other terms and conditions provided for herein, the Parties hereby agree that the Salaried OPEB/Other Employee Claims as set out in **Schedule "A"** (the "**Allowed Salaried OPEB/Other Employee Claims**") shall be Allowed Claims (as defined in the Claims Procedure Order) for distribution and/or voting purposes under the Plan. For greater certainty, the Representatives hereby undertake to refrain from asserting that the Salaried Members are entitled to any consideration on account of the Allowed Salaried OPEB/Other Employee Claims other than a *pari passu* dividend as unsecured creditors of the Wabush Mines Parties (as defined in the Plan) as set out in the Plan. The Representatives acknowledge and agree, for and on behalf of themselves and the Salaried Members, that for the purposes of the Plan, no Salaried Member has an Employee Priority Claim, as defined in the Plan;
5. **Release.** In consideration for the allowance of the Allowed Salaried OPEB/Other Employee Claims and the distributions to the Salaried Members under the Plan, the Representatives, for and on behalf of themselves and the Salaried Members agree to the releases set out in the Plan, effective on the Plan Implementation Date (as defined in the Plan). For greater certainty, the Representatives hereby undertake not to assert or attempt to assert any D&O Claim or Restructuring Claim (as these terms are defined in the Claims Procedure Order), or Post-Filing Claim or D&O Post-Filing Claim (as these terms are defined in the Post-Filing Claims Procedure Order), in respect of any claims of the Salaried Members;
6. **Other Documents.** The Parties agree to execute such other documents and take such other action as may be needed to give full effect to this agreement.
7. **Transaction.** The Parties acknowledge that this agreement constitutes a transaction within the meaning of section 2631 and following of the *Civil Code of Québec*, CQLR, c. CCQ-1991, and that it shall have, as between the Parties, the authority of a final judgement;
8. **Successors and Assignees.** This agreement shall be binding upon the Parties and their respective successors, heirs and assigns;
9. **Representatives Duly Authorized.** The Parties hereby represent and warrant to each other that their respective undersigned representatives, where applicable, have been duly authorized to execute the present agreement;
10. **Entire Agreement.** This agreement supersedes all prior correspondence and discussions in connection with the Salaried OPEB/Other Employee Claims other than the Representative Support Agreement and, together with the Representative Support Agreement represents the entire agreement between the Parties, who acknowledge and declare that they understand the contents of this agreement and its legal effects;

11. **Counterparts.** This agreement may be executed in counterparts, which may be exchanged in electronic format by way of email, all of which together are deemed to constitute an original copy hereof;
12. **Applicable Law and Jurisdiction.** This agreement shall be governed by and interpreted in accordance with the law of the Province of Québec, including federal law applicable therein, and shall be subject to the exclusive jurisdiction of the CCAA Court or, following the termination of the CCAA Proceedings, of courts of the province of Québec generally.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED:

NEIL JOHNSON



DAMIEN LABEL

MICHAEL KEEPER

TERENCE WATT

CLIFFS QUEBEC IRON MINING ULC
THE BLOOM LAKE IRON ORE MINE
LIMITED PARTNERSHIP
BLOOM LAKE GENERAL PARTNER
LIMITED
QUINTO MINING CORPORATION
8568391 CANADA LIMITED
BLOOM LAKE RAILWAY COMPANY
LIMITED
WABUSH IRON CO. LIMITED
WABUSH RESOURCES INC.,
WABUSH MINES
WABUSH LAKE RAILWAY COMPANY
LIMITED
ARNAUD RAILWAY COMPANY

FTI CONSULTING CANADA INC., in its capacity as
court-appointed Monitor of the CCAA Parties and not
in its personal or corporate capacity

Name: Nigel D. Meakin
Title: Senior Managing Director

Name: Clifford T. Smith
Title: Authorized Signing Officer

[Settlement and Release Agreement – Representatives OPEB/Other Employee Claims]

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MICHAEL KEEPER

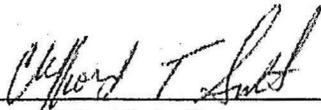
TERRANCE WATT

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DAMIEN LABEL

Per: _____
Name:
Title:

Per: _____
Name:
Title:

MICHAEL KEEPER

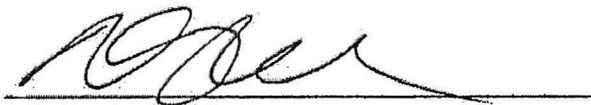
TERENCE WATT

Per: _____
Name:
Title:

Per: _____
Name:
Title:

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SUPERIOR COURT

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N°: 500-11-048114-157

DATE: November 27, 2018

PRESIDING: THE HONOURABLE MICHEL A. PINSONNAULT

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

(Petitioners and Mises-en-cause hereinafter the “**CCAA Parties**”)

-and-

FTI CONSULTING CANADA INC.

Monitor

ORDER

- [1] **THE COURT**, upon reading the *Motion by the Monitor for Directions with respect to Late Claims* (the "**Motion**") and having examined the Monitor's Report in connection thereto;
- [2] **SEEING** the notification of the Motion to the Service List;
- [3] **CONSIDERING** the submissions of counsel for the Monitor and the CCAA Parties;
- [4] **GIVEN** the terms of the Initial Order of this Court dated January 27, 2015 (as subsequently amended, rectified and/or restated), the Initial Order of this Court dated May 20, 2015 (as subsequently amended, rectified and/or restated), the Order of this Court with respect to the claims process issued on November 5, 2015 (as amended by an order of the Court issued on November 16, 2015 and as further amended from time to time), and the Order of this Court with respect to sanction of the Amended and Restated Joint Plan of Compromise and Arrangement in respect of the Participating CCAA Parties (as defined therein) dated June 29, 2018;
- [5] **GIVEN** the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended.

FOR THESE REASONS, THE COURT HEREBY:

- [6] **GRANTS** the Motion.
- [7] **DECLARES** that any delay for presentation of this Motion is hereby abridged in order that this Motion is properly returnable on November 27, 2018, with a dispensation from further service thereof.
- [8] **DECLARES** that capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion.
- [9] **DECLARES** that the claims of the Salaried Late Claim Employees for the amounts set out on Schedule "A" shall be deemed to have been filed as valid Employee Affected Third Party General Unsecured Claims on or before the Claims Bar Date.
- [10] **DECLARES** that the Salaried Late Employee Claims shall be allowed as Affected Third Party General Unsecured Claims against the Wabush Mines Parties in the amounts set out in Schedule "A" to this Order, each as an Affected Third Party Unsecured Creditor of the Wabush Mines Parties, which Affected Third Party General Unsecured Claims would be entitled solely to distributions from the Wabush Mines Parties Unsecured Creditor Cash Pool pursuant to the Plan (as such terms are defined in the Plan).
- [11] **DECLARES** that the Employee Settlement applies to the Salaried Late Claims Employees *nunc pro tunc* and that Schedule A to the Employee Settlement shall be deemed amended to include the Salaried Late Employee Claims.

GENERAL

- [12] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the necessity.

[13] **WITHOUT COSTS**, save in case of contestation.

MICHEL A. PINSONNAULT J.S.C.

M^{tre} Sylvain Rigaud
Norton Rose Fulbright Canada LLP
Attorneys for the Monitor

Hearing date: November 27, 2018

SCHEDULE "A"

Name of Creditor	Amount Claimed and Allowed
Alvin Cluett	\$48,306.18
Reginald Hillier	\$42,309.54
Joseph Vandenbroeck	\$54,056.27

NO: 500-11-048114-157

SUPERIOR COURT
DISTRICT OF MONTREAL

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

BLOOM LAKE GENERAL PARTNER LIMITED ET AL

Petitioners

-and-

THE BLOOM LAKE IRON ORE MINE LIMITED PARTNERSHIP
ET AL.

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

MOTION FOR DIRECTIONS WITH RESPECT TO LATE CLAIMS

(Sections 11 and 23(k) of the
Companies' Creditors Arrangement Act)

**AFFIDAVIT, NOTICE OF PRESENTATION, LIST OF EXHIBITS
AND EXHIBITS R-1 AND R-2**

ORIGINAL

BO-0042

#10007517-1000149903

Mtre. Sylvain Rigaud and Mtre. Chrystal Ashby

NORTON ROSE FULBRIGHT CANADA LLP

BARRISTERS & SOLICITORS

1 Place Ville Marie, Suite 2500

Montréal, Quebec H3B 1R1 CANADA

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Telephone: 514-847-6076

Fax: +1 514.286.5474

Notifications-mtl@nortonrosefulbright.com