

SUPERIOR COURT

CANADA

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

Hearing date: November 27, 2018

COPIE CERTIFIÉE CONFORME
AU DOCUMENT DÉTENU PAR LA COUR
Pamela Coshogg a.c.s.
Personne désignée par le greffier

SCHEDULE "A"

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