

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

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 QUEBEC IRON MINING ULC

Petitioners

-and-

**THE BLOOM LAKE IRON ORE MINE LIMITED
PARTNERSHIP**

BLOOM LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

SECOND MOTION FOR AN ORDER EXTENDING THE STAY PERIOD

(Section 11 ff. 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 THE COMMERCIAL DIVISION FOR THE
DISTRICT OF MONTREAL, THE CCAA PARTIES (AS DEFINED HEREIN) SUBMIT:**

1. BACKGROUND

1. On January 27, 2015, Mr. Justice Martin Castonguay, J.S.C., issued an Initial order pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") in respect of the Petitioners and the Mises-en-cause (the "**CCAA Parties**"), as appears from the Court record.
2. Pursuant to the aforementioned Initial Order, *inter alia*, FTI Consulting Canada Inc. was appointed as monitor of the CCAA Parties (the "**Monitor**") (para. 39 of the Initial Order)

and a stay of proceedings was ordered until February 26, 2015 (the “**Stay Period**”) (para. 8 *ff.* of the Initial Order).

3. On February 20, 2015, Mr. Justice Stephen Hamilton, J.S.C., issued an Amended Initial order (the “**Initial Order**”¹) in respect of the CCAA Parties, by which *inter alia* the extension of the Stay Period in respect of the CCAA Parties was extended until April 30, 2015 and allowed the CCAA Charges to rank ahead of all Encumbrances affecting the Property, as appears from the Initial Order communicated herewith as **Exhibit R-1**.
4. The CCAA Parties hereby seek the extension of the Stay Period in respect of the CCAA Parties until July 31, 2015, as set forth in the conclusions to this Motion.
5. Pursuant to paragraph 54 of the 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 (the “**Initial Return Time**”) for the hearing.
6. The service of the present Motion serves as notice pursuant to paragraphs 47 and 54 of the Initial Order.
7. Paragraph 55 of the Initial Order requires 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 the grounds for such objection (a “**Notice of Objection**”) in writing to the moving party, the CCAA Parties and the Monitor, with a copy to all Persons on the service list, no later than 5 p.m. Montreal 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 no later than 5 p.m. Montreal time on April 13, 2015.
8. Paragraph 56 of the Initial Order further provides 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**”). Paragraph 57 provides that the Monitor shall communicate with the Judge and the service list with respect to the Hearing Details.

2. EXTENSION OF THE STAY PERIOD

9. Since the issuance of the Initial Order, the CCAA Parties have acted, and continue to act in good faith and with due diligence.
10. Since the commencement of the CCAA Proceedings, the CCAA Parties have, with the assistance of and in consultation with the Monitor:

¹ Except as otherwise provided for herein, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Initial Order.

- a) met regularly with the Monitor and provided the Monitor will full co-operation and complete access to the CCAA Parties' Property, premises and books and records;
- b) implemented procedures for the monitoring of the CCAA Parties' operations and financial circumstances, including receipts and disbursements;
- c) held numerous meetings and discussions with certain of the CCAA Parties' creditors, suppliers and other stakeholders;
- d) delivered the following notices of disclaimer or resiliation of agreement, with the consent of the Monitor:
 - (i) Railway Transportation Services Agreement dated February 3, 2010 between Consolidated Thompson Iron Mines Limited (now CQIM) and Arnaud Railway Company (as amended by Rail Transportation Services First Amending Agreement dated August 12, 2010 and Rail Transportation Services Second Amending Agreement dated March 8, 2011, as may be further amended, restated, supplemented or modified);
 - (ii) Railroad Operation and Maintenance Services Agreement dated February 12, 2010 between Western Labrador Rail Services Inc. and Bloom Lake Railway Company Limited, and guaranteed by Genesee & Wyoming Inc. and Consolidated Thompson Iron Mines Limited (now CQIM) (as amended by Railroad Operation and Maintenance Services Amendment Agreement dated December 7, 2010, and as may be further amended, restated, supplemented or modified);
 - (iii) Time Charter Agreement dated October 13, 2011 between Canada Steamship Lines, a division of The CSL Group Inc., and CQIM (as may be amended, restated, supplemented or modified);
 - (iv) a lease agreement dated May 18, 2012 between Voula Lianos, as landlord, and CQIM, as lessee (as may be amended, restated, supplemented or modified).
 - (v) a lease agreement dated February 25, 2013 between Jack Brenhouse, as landlord, and CQIM, as lessee (as may be amended, restated, supplemented or modified);
 - (vi) Construction Contract No. CC001 dated April 1, 2014 between Bloom Lake LP and Groupe UNNU-EBC s.e.n.c. (as may be amended, restated, supplemented or modified);
 - (vii) a lease agreement dated April 8, 2014 between Elias Malouf, as landlord, and CQIM, as lessee (as may be amended, restated, supplemented or modified); and
 - (viii) a rail transportation agreement which includes a provision to the effect that its terms shall be kept confidential.

- e) communicated on an ongoing basis with employees of the CCAA Parties with respect to the CCAA Proceedings including meeting with existing employees at the CCAA Parties' Montreal head office, providing written materials (in both French and English) and advising employees with respect to the Monitor's website, hotline and mailbox so that employees can obtain additional information and/or contact the Monitor directly;
- f) as contemplated in the Motion for the Issuance of an Initial Order (the "**Initial Petition**"), which forms part of the court record, developed a sale and investor solicitation process for the purchase of some or all of the CCAA Parties' Property or Business or the sponsorship of a plan of arrangement ("**SISP**"). The CCAA Parties will be filing a motion for court approval of the proposed SISP concurrently with the filing of the present motion;
- g) in conjunction with the development of the SISP, entered into an engagement letter with Moelis & Company LLC (the "**Sale Advisor**"), an investment banker which has provided assistance with respect to the development of the SISP and discussions with potential purchasers to act as sales advisor with respect to the SISP. The CCAA Parties have filed a motion for court approval of the Sale Advisor concurrently with the filing of the present motion;
- h) met or held discussions with parties potentially interested in purchasing or investing in some or all of the CCAA Parties' Property or Business;
- i) entered into a Share Purchase Agreement dated as of March 22, 2105 by and between the Petitioner Cliffs Québec Iron Mining ULC ("**CQIM**"), Cliffs Greene B.V., Cliffs Netherlands B.V., Wabush Resources Inc., Cliffs Canadian Shared Services Inc., Cliffs Natural Resources Exploration Canada Inc. and "**CanCo**"², as vendors (collectively, the "**Sellers**"), Noront Resources Ltd., as Noront ("**Noront**"), and 9201955 Canada Inc. as purchaser (the "**Purchaser**"). Concurrently with the filing of the present motion, the CCAA Parties have filed a motion for the Approval and Vesting Order for the sale of all of CQIM's title and interest in and to all issued and outstanding common shares and preferred shares of a company to be formed by the amalgamation of Cliffs Chromite Ontario Inc. and Cliffs Chromite Far North Inc. in and with the Purchaser free and clear of all encumbrances;
- j) entered into a lease entitled Mount-Wright Camp Lease Agreement on March 30, 2015 for the lease of certain portions of the ArcelorMittal Mining Camp by the Petitioner 8568391 Canada Inc., as landlord, to 8103796 Canada Inc, as nominee, prête-nom and mandatary of ArcelorMittal Mining Canada G.P., as tenant. Concurrently with the filing of the present motion, the CCAA Parties are seeking approval of the Mount-Wright Camp Lease Agreement by way of a distinct Motion;

² Pursuant to the Share Purchase Agreement, CanCo is an unlimited liability company to be incorporated by one or more of the Sellers or their affiliates under the laws of a Province of Canada.

- k) responded to several *Motions to temporarily lift the stay of proceedings* filed by several legal hypothec for construction holders and agreed on Consent Orders in relation thereto;
 - l) held discussions with Groupe UNNU-EBC S.E.N.C. and EBC Inc. to negotiate a resolution of the objection to the disclaimer of certain construction contracts;
 - m) communicated on an ongoing basis with employees of the CCAA Parties with respect to the CCAA Proceedings including meeting with existing employees at the CCAA Parties' Montreal head office, providing written materials (in both French and English) and advising employees with respect to the Monitor's website, hotline and mailbox so that employees can obtain additional information and/or contact the Monitor directly;
 - n) continued to wind down operation of the business to minimize expenses, including terminating certain employees and reducing operations; and
 - o) responded to stakeholders' inquiries and various claims and correspondence.
11. It is respectfully submitted that the extension of the Stay Period to July 31, 2015 is required to provide the CCAA Parties with sufficient time to implement the SISP and pursue their on-going Restructuring.
 12. The deadline in the SISP for non-binding expressions of interest would be before 5:00 p.m. (Montreal Time) on May 19, 2015.
 13. It is anticipated that the requested extension of the Stay Period until July 31, 2015, will afford the Petitioners sufficient time to achieve these objectives.
 14. The Monitor has advised the CCAA Parties that it will file its report (the "**Monitor's Report**") which will include, *inter alia*, the Monitor's support in respect of the requested extension of the Stay Period.
 15. The Monitor's Report will also include the CCAA Parties' revised and extended cash flow forecast for the period of March 28 to July 31, 2015 (the "**April 2 Forecast**"). Based on the April 2 Forecast and subject to the underlying assumptions therein, the CCAA Parties believe that there is sufficient liquidity to fund these CCAA Proceedings until July 31, 2015.
 16. Consistent with the January 23 and the February 4 Forecasts previously filed into the Court record, the April 2 Forecast does not include payment of equipment financing or leases.
 17. It is the position of the CCAA Parties that no parties will be materially prejudiced from the extension of the Stay Period and that the extension sought is appropriate under the present circumstances.
 18. In light of the foregoing, the CCAA Parties respectfully ask this Court to extend the Stay Period to July 31, 2015, the whole subject to all other terms of the Initial Order.

3. CONCLUSIONS

19. In light of the foregoing, and on being advised that the Monitor supports the relief sought on this Motion, the CCAA Parties hereby respectfully seek the issuance of an Order substantially in the form of the draft Order communicated herewith as **Exhibit R-2**, which provides for the extension of the Stay Period in respect of the CCAA Parties until July, 31, 2015.
20. The CCAA Parties submit that the notices given of the presentation of the present Motion are proper and sufficient.
21. As described above, the CCAA Parties have acted, and are acting in good faith and with due diligence and an extension of the Stay Period is appropriate in the circumstances.
22. The present Motion is well-founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present Motion;

EXTEND the Stay Period ordered in the Amended Initial Order rendered herein on February 20, 2015 by Mr. Justice Hamilton (the "**Initial Order**") until July 31, 2015;

ORDER that paragraph 8 of the Initial Order shall be amended as follows:

8. **ORDERS** that, until and including July 31, 2015, or such later date as the Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the CCAA Parties, or affecting the business operations and activities of the CCAA Parties (the "**Business**") or the Property (as defined herein below), including as provided in paragraph 11 hereinbelow except with leave of this Court. Any and all Proceedings currently under way against or in respect of the CCAA Parties or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court, the whole subject to subsection 11.1 CCAA.

ORDER the provisional execution of the Order to be rendered notwithstanding any appeal and without the necessity of furnishing any security;

ISSUE an order in the form of the draft Order communicated in support hereof as Exhibit R-2;

WITHOUT COSTS, save and except in case of contestation.

Montréal, April 2, 2015



BLAKE, CASSELS & GRAYDON LLP
Attorneys for the CCAA Parties

AFFIDAVIT

I, the undersigned, **CLIFFORD T. SMITH**, the Executive Vice-President and a director of the Petitioners, Bloom Lake General Partner Limited and Cliffs Québec Iron Mining ULC, having a place of business at 1155 Rue University, Suite 508, in the city and district of Montréal, Québec, solemnly affirm that all the facts alleged in the present *Second Motion for an Order Extending the Stay Period* are true.

AND I HAVE SIGNED:



CLIFFORD T. SMITH

SOLEMNLY DECLARED before me
at Cleveland, Ohio, United States of America
this 2nd day of April, 2015



Notary Public

Irene Sisamis
Notary Public
State of Ohio
My Commission Expires
September 14, 2019

NOTICE OF PRESENTATION

TO: Service List

TAKE NOTICE that the present *Second Motion for an Order Extending the Stay Period* will be presented for adjudication before the Honourable Stephen W. Hamilton, J.S.C., or another of the honourable judges of the Quebec Superior Court, Commercial Division, sitting in and for the district of Montreal, in the Montreal Courthouse located at 1, Notre-Dame Street East, Montréal, Québec, on **April 17, 2015, at 3:00 p.m.** in a room to be determined.

DO GOVERN YOURSELF ACCORDINGLY.

Montréal, April 2, 2015



BLAKE, CASSELS & GRAYDON LLP
Attorneys for the CCAA Parties

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

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Petitioners

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**THE BLOOM LAKE IRON ORE MINE LIMITED
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FTI CONSULTING CANADA INC.

Monitor

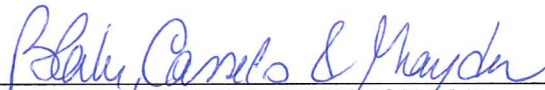
LIST OF EXHIBITS

(In support of Petitioners' Motion for an Order extending the Stay Period)

R-1 Initial Order

R-2 Draft Order

Montréal, April 2, 2015



BLAKE, CASSELS & GRAYDON LLP
Attorneys for the Petitioners

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

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-and-

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Monitor

**SERVICE LIST
(UPDATED AS OF APRIL 2 – 10:00AM)**

<p>Counsel for the Petitioners</p> <p><i>Blake, Cassels & Graydon LLP</i> 600 Boul de Maisonneuve West, Suite 2200 Montréal, QC H3A 3J2</p> <p>Attention: Bernard Boucher (Montréal) Email: bernard.boucher@blakes.com</p> <p>Attention : Sébastien Guy (Montréal) Email : sebastien.guy@blakes.com</p> <p>Attention: Steven Weisz (Toronto) Email: steven.weisz@blakes.com</p> <p>Attention: Milly Chow (Toronto) Email: milly.chow@blakes.com</p> <p>Attention: Michael McGraw (Toronto) Email: michael.mcgraw@blakes.com</p>	<p>The Monitor</p> <p><i>FTI Consulting Canada Inc.</i> TD Waterhouse Tower 79 Wellington Street West Suite 2010, P.O. Box 104 Toronto, ON M5K 1G8</p> <p>Attention : Nigel Meakin Email : nigel.meakin@fticonsulting.com</p> <p>Attention: Steven W. Bissell Email: steven.bissell@fticonsulting.com</p>
<p>Counsel for the Monitor</p> <p><i>Norton RoseFulbright LLP</i> Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1</p> <p>Attention : Sylvain Rigaud (Montréal) Chrystal Ashby (Montreal) Evan Cobb (Toronto)</p> <p>Email : sylvain.rigaud@nortonrosefulbright.com chrystal.ashby@nortonrosefulbright.com evan.cobb@nortonrosefulbright.com</p>	<p>Independent Counsel for the Board of Directors of the Petitioners</p> <p><i>Lax O'Sullivan Scott Lisus LLP</i> 145 King Street West, Suite 2750 Toronto, ON M5H 1J8</p> <p>Attention: Andrew Winton Email: awinton@counsel-toronto.com</p> <p>Attention: Matthew Gottlieb Email: mgottlieb@counsel-toronto.com</p>

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<p>Air Inuit Ltd.</p> <p><i>Langlois Kronström Desjardins LLP</i> 1002 Sherbrooke Street West, 28th Floor, Montreal, Québec</p> <p>Attention: Gerry Apostolatos Pascal Archambault</p> <p>Email: gerry.apostolatos@lkd.ca pascal.archambault@lkd.ca</p>	<p>Bank of America</p> <p><i>Osler, Hoskin & Harcourt LLP</i> 1000 De La Gauchetière Street West, Suite 2100 Montréal QC H3B 4W5</p> <p>Attention: Martin Desrosiers</p> <p>Email: mdesrosiers@osler.com</p>
<p>Beumer Corporation</p> <p><i>Fasken Martineau</i> PO Box 242, The Stock Exchange Tower 800 Victoria Place, Suite 3700 Montréal, QC H4Z 1E9</p> <p>Attention: Annie Bernard Brandon Farber</p> <p>Email: abernard@fasken.com bfarber@fasken.com</p>	<p>BTMU Capital Leasing & Finance Inc.</p> <p><i>McMillan</i> TD Canada Trust Tower 421 – 7th Avenue S. W., Suite 1700 Calgary, AB T2P 4K9</p> <p>Attention : Marc-Elie Scott</p> <p>Email : marc-elie.scott@mcmillan.ca</p>
<p>Caterpillar Financial Services Limited</p> <p><i>Miller Thomson SENCRL / LLP</i> 1000, rue De La Gauchetière Ouest, Suite 3700 Montréal (Québec) H3B 4W5</p> <p>Attention : Michel La Roche</p> <p>Email : mclaroche@millerthomson.com</p>	<p>City of Fermont</p> <p><i>Cain Lamarre Casgrain Wells S.E.N.C.R.L.</i> 255, rue Racine Est, bureau 600, case postale 5420 Chicoutimi (Québec) G7H 6J6</p> <p>Attention : François Bouchard</p> <p>Email : francois.bouchard@clcw.qc.ca</p>

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	<p>Dexter Québec Inc.</p> <p><i>Fasken Martineau</i> PO Box 242, The Stock Exchange Tower 800 Victoria Place, Suite 3700 Montréal, QC H4Z 1E9</p> <p>Attention : Brandon Farber Email : bfarber@fasken.com</p>
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<p>Gérald Leblond Ltée</p> <p><i>Avocats BSL Inc.</i> 160 rue de l'Évêché West, Suite 202 Rimouski, QC G5L 4H9</p> <p>Attention: Chantal Gagnon Fax: 418-722-9601 Email: cgagnon@avocatsbsl.com</p>	<p>Government of Newfoundland and Labrador</p> <p><i>Department of Justice and Public Safety</i></p> <p>Attention: Todd Stanley, Assistant Deputy Minister – Courts and Legal Services Email: toddstanley@gov.nl.ca</p> <p>Tel. : 709.729.2880 Fax : 709.729.2129</p>
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<p>Maxam Explosives, Inc.</p> <p><i>Fasken Martineau</i> PO Box 242, The Stock Exchange Tower 800 Victoria Place, Suite 3700 Montréal, QC H4Z 1E9</p> <p>Attention : Brandon Farber</p> <p>Email : bfarber@fasken.com</p>	<p>Metso Shared Services Ltd.</p> <p><i>Langlois Kronström Desjardins LLP</i> 1002 Sherbrooke Street West, 28th Floor, Montreal, Québec</p> <p>Attention: Gerry Apostolatos Pascal Archambault</p> <p>Email: gerry.apostolatos@lkd.ca pascal.archambault@lkd.ca</p>
<p>Ministère de la Justice du Québec</p> <p><i>Procureure générale du Québec</i> Direction du contentieux 1 rue Notre-Dame Est, #8.00 Montréal (QC) H2Y 1B6</p> <p>Attention : Marie-Claude Falardeau</p> <p>Email : marie-claude.falardeau@justice.gouv.qc.ca</p>	<p>Quebec North Shore and Labrador Railway Company Inc.</p> <p><i>Langlois Kronström Desjardins LLP</i> 1002 Sherbrooke Street West, 28th Floor, Montreal, Québec</p> <p>Attention: Gerry Apostolatos Dimitri Maniatis Daniel Baum</p> <p>Email: gerry.apostolatos@lkd.ca dimitri.maniatis@lkd.ca daniel.baum@lkd.ca</p>

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<p>Tyco International du Canada Ltée (AKA SimplexGrinnell)</p> <p><i>Dunton Rainville S.E.N.C.R.L.</i> Tour de la Bourse, 43e étage 800, Square Victoria, C.P. 303 Montréal (Québec) H4Z 1H1</p> <p>Att. : Gilles Metcalfe</p> <p>Email : gmetcalfe@duntonrainville.com</p>	

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**SUPERIOR COURT
DISTRICT OF MONTREAL
(Commercial Division)**

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

BLOOM LAKE GENERAL PARTNER LIMITED & ALS.

Petitioners

-and-

**THE BLOOM LAKE IRON ORE MINE LIMITED
PARTNERSHIP & AL**

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

**SECOND MOTION FOR AN ORDER EXTENDING
THE STAY PERIOD, AFFIDAVIT, NOTICE OF
PRESENTATION AND
LIST OF EXHIBITS**

ORIGINAL

M^{re} Bernard Boucher

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