

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND
IRON MINES CORPORATION, AND 12334992 CANADA INC.

APPLICANTS

WRITTEN SUBMISSIONS OF EXPORT DEVELOPMENT CANADA

(Motion Returnable June 10, 2026)

June 8, 2026

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7

Evan Cobb LSO#: 55787N

Tel: 416. 216.1929

evan.cobb@nortonrosefulbright.com

Jennifer Stam LSO#: 46735J

Tel: 416. 202.6707

jennifer.stam@nortonrosefulbright.com

Lawyers for Export Development Canada

TO: **THE SERVICE LIST**

1 Export Development Canada (“**EDC**”) provides these written submissions in response to three issues raised by the Ad Hoc Committee of Senior Secured Noteholders (the “**AHC**”). First, the AHC submits that the interim financing facility offered by His Majesty in Right of Canada, as represented by Export Development Canada (the “**EDC DIP Loan**”) is in substance a third-party loan. For the reasons set out below this is incorrect. Second, the AHC asserts that the Intercreditor Agreement to which EDC is a party prohibits EDC from objecting to a proposed DIP facility that the AHC and others attempt to impose on the Applicants. The Intercreditor Agreement creates no such prohibition. Third, the AHC raises questions about the amount of the EDC DIP Loan.

Export Development Canada

2 EDC is a Crown corporation established pursuant to the *Export Development Act* (Canada) (the “**EDA**”). EDC’s sole shareholder is the Government of Canada.

3 Section 18 of the EDA provides that: “[EDC] is for all purposes an agent of Her Majesty in right of Canada.”¹ Section 97 of the *Financial Administration Act* (Canada) provides that: “An agent corporation may enter into contracts in the name of the Crown or in the name of the corporation.”²

4 In the current context, EDC has entered into the EDC DIP Loan in the name of the Crown, as it is authorized to do. There is no relevant distinction between EDC, as pre-filing secured lender in its own name (but always as agent for the Crown), and EDC in its capacity as lender under the EDC DIP Loan, in the name of the Crown (and again as agent for the Crown). EDC retains full control over the negotiation and administration of both the pre-filing loan and the EDC DIP Loan.

5 Section 23(1) of the EDA states:

If [EDC] advises the Minister that it will not, without an authorization made under this section, enter into any transaction or class of transactions that it has the power to enter into under subsection 10(1.1) and the Minister is of the opinion that it is in the national interest that [EDC] enter into any such transaction or class of

¹ [Export Development Act](#), R.S.C. 1985, c E-20 (“**EDA**”), s. 18.

² [Financial Administration Act](#), R.S.C. 1985 c F-11, s. 97.

transactions, the Minister, with the concurrence of the Minister of Finance, may authorize [EDC] to do so.³

6 The interim financing facility is established using the above authorization.

7 Section 23(3) of the EDA explains the funding procedures for such transactions, as follows:

All moneys required by [EDC] to discharge its obligations under any transaction entered into under this section shall be paid to [EDC] by the Minister of Finance out of the Consolidated Revenue Fund.⁴

Intercreditor Agreement

8 The Intercreditor Agreement dated June 27, 2018, which the AHC identifies as restricting EDC's ability to object to interim financing from other parties, states at Section 3.01(b), in part:

(b) If any Grantor shall become subject to a proceeding or case under any Debtor Relief Law and shall, as[k] move for or request approval of financing ("**DIP Financing**") to be provided by one or more lenders (the "**DIP Lenders**") and/or the use of cash collateral under the applicable provisions of applicable Debtor Relief Laws (including Sections 363 and 364 of the Bankruptcy Code), then each Collateral Agent, on behalf of the relevant Series of Secured Parties, agrees not to raise any objection to any such DIP Financing or to the Liens (which may be super-priority Liens) on the Shared Collateral securing the same ("**DIP Financing Liens**") and/or to any use of cash collateral that constitutes Shared Collateral, unless the Controlling Collateral Agent shall oppose or object to such DIP Financing or such DIP Financing Liens and/or use of cash collateral; provided that the amount of any such DIP Financing shall not incrementally exceed \$40,000,000 (the intention being that, in the case of any "roll up" DIP Financing or similar structure, this cap shall include both the incremental amount of \$40,000,000 plus the repayment of any outstanding Priority Obligations and Pari Passu Obligations in connection therewith).⁵

9 The above section is not applicable in the current circumstances. The provision only applies to a circumstance where an obligor under the EDC pre-filing facility asks for, moves for or otherwise requests approval of an interim financing facility to which EDC wishes to object. In the current case, no such alternative interim financing facility has been brought forward by an obligor. The suggestion

³ [EDA](#), s. 23(1).

⁴ [EDA](#), s. 23(3).

⁵ Affidavit of Celeste van Tonder sworn May 14, 2026 at Exhibit "Y".

of such a facility by the AHC or any other lender does not engage this section. In addition, the provision does not apply to any interim financing facility in excess of \$40 million. Any interim financing facility in this case, even for the first four weeks, will exceed \$40 million.

10 Pursuant to the Intercreditor Agreement, the obligations under the pre-filing loan made by EDC in the amount of US\$75 million are “Pari Passu Obligations”, having the same second-ranking priority and the same security as the 8.750% senior secured notes.⁶ EDC’s US\$75 million secured loan is a market, long-term, and very material economic interest in this case.

Amount of EDC DIP Loan

11 The EDC DIP Loan is in a principal amount of US\$400 million (increasing to US\$475 million in certain circumstances to fund non-forecasted shortfalls that could arise if funding from the company’s current off-take counterparty falls away). The primary reason for the deviation in the EDC DIP Facility from the US\$300 million in the company’s own form of DIP Facility Loan Agreement is timing.⁷ EDC’s review of the company’s cash flow forecast information suggests interim funding requirements approach US\$400 million in the fourth quarter of 2027. This is relevant because the EDC DIP Loan provides for a 12-month term (to June 2027) with a 6-month potential extension period (to December 2027). The principal amount of the EDC DIP Loan is intended to account for this extension period based on EDC’s and its advisors’ own review of the company’s cash flow forecast.⁸ There were no ‘backroom’ DIP negotiations, as suggested by the AHC.

⁶ Affidavit of Celeste van Tonder sworn May 14, 2026 at Exhibit “Y”.

⁷ Affidavit of Celeste van Tonder sworn May 14, 2026 at Exhibit “E”.

⁸ Affidavit of Celeste van Tonder sworn June 3, 2026 at Exhibit “H”.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 8th day of June, 2026.

Norton Rose Fulbright Canada LLP

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7

Evan Cobb LSO#55787N
Tel: 416. 216.1929
evan.cobb@nortonrosefulbright.com

Jennifer Stam LSO#: 46735J
Tel: 416. 202.6707
jennifer.stam@nortonrosefulbright.com

Lawyers for Export Development Canada

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED

Court File No. CL-26-00000219-0000

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, AND
12334992 CANADA INC.

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**WRITTEN SUBMISSIONS OF
EXPORT DEVELOPMENT CANADA**

NORTON ROSE FULBRIGHT CANADA LLP
222 Bay Street, Suite 3000
Toronto, ON M5K 1E7

Evan Cobb LSO#: 55787N
Tel: 416.216.1929
evan.cobb@nortonrosefulbright.com

Jennifer Stam LSO#: 46735J
Tel: 416. 202.6707
jennifer.stam@nortonrosefulbright.com

Lawyers for Export Development Canada