

CANADA

PROVINCE OF QUÉBEC
District of Montréal

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 ET CLIFFS QUÉBEC MINE DE
FER ULC, WABUSH IRON CO. LIMITED,
WABUSH RESOURCES INC.**

Debtors

et

**SOCIÉTÉ EN COMMANDITE MINE DE
FER DU LAC BLOOM, BLOOM LAKE
RAILWAY COMPANY LIMITED, WABUSH
MINES, ARNAUD RAILWAY COMPANY,
WABUSH LAKE RAILWAY COMPANY
LIMITED**

Mises-en-cause

et

FTI CONSULTING CANADA INC.,

Monitor

et

UNITED STEELWORKERS, LOCAL 6254,

UNITED STEELWORKERS, LOCAL 6285

Petitioners – Mis-en-cause

**AMENDED MOTION SEEKING A DECLARATORY
RELIEF/FOR LEAVE TO FILE LATE CLAIMS**

(Sections 10 and 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 PETITIONERS SUBMIT :**III. INTRODUCTION**

1. The United Steelworkers, local 6285 (...) represents the unionized ex-employees of Wabush Mines and Wabush Lake Railway (together, the "**Wabush CCAA Parties**") in Newfoundland and Labrador, as it appears from the Court record;
 - 1.1. The United Steelworkers, local 6254 (together with local 6285, the "USW") represents the unionized ex-employees of the Wabush CCAA Parties in Quebec, as it appears from the Court record;
2. On November 5th 2015, the Court issued an Order (which was amended on November 16th 2015) known as the "**Claim Procedure Order**", which is communicated herewith as **Exhibit R-1**;
3. The Claim Procedure Order recognizes the role of the USW in the current CCAA proceedings, allowing the organization to dispute claims contained in the USW Employee Claimants List and to assert additional claims not included therein for unionized ex-employees or retirees;
4. In this role, the USW has disputed a major part of the claims contained in the USW Employee Claimants List, known as the "Other Post-Employment Benefit" claims (the "**OPEB**" claims);
5. On May 16th 2018, an Amended and Restated Plan of Compromise (the "**Plan**") was filed before the Court, as it appears from the Court record;
6. The Plan was later sanctioned on June 29th 2018, as also appears from the Court record;
7. As a part of the general agreement for the USW to support the Plan, a settlement of its members' claims (the "**Settlement**") was reached with the Monitor and CCAA Parties, comprising of, amongst other things, a settlement the OPEB claims, a copy of the settlement agreement is communicated herewith on a confidential basis as **Exhibit R-2**;

IV. MISSING CLAIMS

8. In June, July and September 2018, the USW has been very proactive in seeking valid addresses for individuals which could not recently be contacted using the information on records for the purpose of the CCAA proceedings;

9. These efforts have allowed the USW to gather a lot of new addresses for ex-employees and retirees who are known creditors within the CCAA procedures, but also for other ex-members who did not have such status;

A. Harry Button

10. On July 4th, the USW was contacted by Mr. Harry Button (the "**Claimant**"), who had recently moved, had heard of this research for addresses by the USW and wished to provide it with his new address;
11. While providing his new address, the Claimant also inquired about the value determined for his loss of insurance coverage as a Wabush Mines retiree (OPEB);
12. Exchanges have followed by which the USW has learned about the Claimant's personal situation;
13. The Claimant explained to the USW that he has been on Workers' Compensation since 1988 for a work accident as a production truck driver in Scully mine;
14. Under the insurance agreement, the Claimant was entitled to maintain insurance coverage with Wabush Mines while he continued to receive Workers' Compensation;
15. The Claimant had to retire on (...) June 5th 2015, after reaching 65 years old, as per the terms of the *Workplace Health, Safety and Compensation Act*;
16. The insurance agreement applicable to Wabush Mines also provided that someone on Workers' Compensation at the date of retirement would be entitled to OPEB coverage as a retiree, copy of the relevant extract of the insurance booklet is communicated herewith as **Exhibit R-3**;
17. The Claimant was never included in any of the employee creditors lists provided by the Monitor or the CCAA Parties, whether it be the USW Employee Claimants List (paragraphs 28.1 and 29.1 of the Claims Procedure Order (R-1) – confidentially communicated herewith as **Exhibit R-4**) or Schedule A of the Settlement (R-2), although he claims to be entitled to OPEB coverage;
18. Although reasons were provided recently by the Monitor and CCAA Parties, the USW does not have knowledge of a valid reason as to why the Claimant was omitted from these lists, although the USW itself was not aware of the Claimant's personal situation before being contacted

- by him earlier (...) in July, because it did not have access to a list of insurance beneficiaries;
19. (...) For sure, the Wabush CCAA Parties had the information in their possession and it was their responsibility to include all insurance beneficiaries in the USW Employee Claimants List;
20. On July 24th 2018, the USW, through its legal counsel, has contacted the Monitor and its counsel to inform them of the situation and to seek their position as to what they intended to do with the Claimant's case;
- 20.1. On July 25th 2018, counsel to the USW received a reply from the Monitor, referring the USW to the Settlement document and to the Claims Procedure Order. A copy of the reply email is communicated herewith as **Exhibit R-5**;
21. (...) The USW thinks that the Claimant has a valid OPEB claim and should have been included in the Settlement, which explains why it is seeking a declaratory relief from this Court in the first place;
22. Alternatively, the USW seeks leave to file a late claim on behalf of the Claimant, so that his claim could after be reviewed and then treated on the same basis as the other OPEB claims that have been settled, copy of the proof of claim is communicated herewith as **Exhibit R-6** (the "**Button Claim R-6**");

B. Harold Chaulk, Wilson Pevie and John Hart

- 22.1. On September 28th 2018, the USW was informed that other ex-employees in Newfoundland and Labrador were in a similar situation as is Mr. Button;
- 22.2. Harold Chaulk was hired on May 13 1981 and has worked actively for the Wabush CCAA Parties in Wabush until he was injured at work in July 1988;
- 22.3. After that date, he received Workers Compensation benefits until his retirement on December 1st 2016;
- 22.4. Wilson Pevie was hired on September 3rd 1980 and has worked actively for the Wabush CCAA Parties in Wabush until he was injured outside of work around November 6th 1998;
- 22.5. After that date, he received insurance benefits, including Long-Term Disability ("**LTD**") benefits until his retirement on June 1st 2015;

- 22.6. As it was the case for Workers' Compensation, the insurance agreement applicable to Wabush Mines also provided that someone on LTD at the date of retirement would be entitled to OPEB coverage as a retiree;
- 22.7. John Hart was hired on June 26th 1976 and has worked actively for the Wabush CCAA Parties in Wabush until he was injured at work on December 26th 1983;
- 22.8. He continued working until January 24th 1984, when the pain finally forced him to stop;
- 22.9. After that date, he received Workers Compensation benefits;
- 22.10. He was unlawfully terminated in June 2006 and his termination was contested in various forums;
- 22.11. A settlement was reached with Wabush Mines in 2008, confirming his OPEBs entitlements;
- 22.12. Mr. Chaulk, Mr. Pevie and Mr. Hart were never included in any of the employee creditors lists provided by the Monitor or the CCAA Parties, whether it be the USW Employee Claimants List (Exhibit R-4) or Schedule A of the Settlement (R-2), although they claim to be entitled to OPEB coverage;
- 22.13. Although reasons were provided recently by the Monitor and CCAA Parties, the USW does not have knowledge of a valid reason as to why they were omitted from these lists, although the USW itself was not aware of their personal situation before being contacted by them in September, because it did not have access to a list of insurance beneficiaries;
- 22.14. For Mr. Hart, the USW did not have a copy of his 2008 settlement in its records, which is confidentially communicated herewith as **Exhibit R-7**;
- 22.15. For sure, the Wabush CCAA Parties had the information in their possession and it was their responsibility to include all insurance beneficiaries in the USW Employee Claimants List;
- 22.16. The USW thinks that Mr. Chaulk, Mr. Pevie and Mr. Hart all have valid OPEB claims and should have been included in the Settlement, which explains why it is seeking a declaratory relief from this Court in the first place;
- 22.17. Alternatively, the USW seeks leave to file late claims on their behalf, so that their claims could after be reviewed and then treated on the same

basis as the other OPEB claims that have been settled, copy of Mr. Caulk's proof of claim is communicated herewith as Exhibit R-8 (the "Chaulk Claim R-8"), copy of Mr. Pevie's proof of claim is communicated herewith as Exhibit R-9 (the "Pevie Claim R-9") and copy of Mr. Hart's proof of claim is communicated herewith as Exhibit R-10 (the "Hart Claim R-10");

C. Camille Arsenault

- 22.18. On October 4th 2018, the USW was informed of another case involving a Quebec retiree, Camille Arsenault;
- 22.19. Mr. Arsenault's situation is somewhat different than the other late claims, as there is no apparent particularity in his situation that could explain why Mr. Arsenault was omitted from the USW Employee Claimants List (R-4) or from Schedule A of the Settlement (R-2);
- 22.20. The only observation worth mentioning is that there is another ex-employee named Camille Arsenault who is also entitled to a claim;
- 22.21. Mr. Arsenault retired in 2003, after reaching 30 years of service for Wabush Mines in Pointe-Noire;
- 22.22. As a retiree, Mr. Arsenault had full benefit of OPEBs like the other retirees in this file;
- 22.23. Mr. Arsenault was never included in any of the employee creditors lists provided by the Monitor or the CCAA Parties, whether it be the USW Employee Claimants List (Exhibit R-4) or Schedule A of the Settlement (R-2), although he was entitled to OPEB coverage;
- 22.24. Although reasons were provided recently by the Monitor and CCAA Parties, the USW does not have knowledge of a valid reason as to why Mr. Arsenault was omitted from these lists, although the USW itself was not aware of his personal situation before being contacted by him, because it did not have access to a list of insurance beneficiaries;
- 22.25. For sure, the Wabush CCAA Parties had the information in their possession and it was their responsibility to include all insurance beneficiaries in the USW Employee Claimants List;
- 22.26. The USW thinks that Mr. Arsenault has a valid OPEB claim and should have been included in the Settlement, which explains why it is seeking a declaratory relief from this Court in the first place;

22.27. Alternatively, the USW seeks leave to file a late claim on his behalf, so that his claim could after be reviewed and then treated on the same basis as the other OPEB claims that have been settled, copy of Mr. Arsenault's proof of claim is communicated herewith as Exhibit R-11 (the "Arsenault Claim R-11"):

V. CONCLUSIONS

23. If a leave to file late claims was to be granted for Mr. Button, Mr. Chaulk, Mr. Pevie, Mr. Hart and Mr. Arsenault's (together, the "Group of Claimants") OPEB claims, it would not cause any harm to the other creditors, although it would reduce the eventual distribution they would otherwise be entitled to, because their claims are minimal compared to the mass of the creditors of Wabush Mines;
24. Therefore, the tiny dilution of the other creditors' claims would not be sufficient harm to warrant an objection to the present motion;
- 24.1. It appears that there were various issues in the confection of the creditors' lists which the retirees should not suffer from;
- 24.2. On July 30th 2018, the Court noted a reservation of rights in favour of Mr. Button and the USW, so that the eventual implementation of the Plan would be without prejudice to the right of the USW to seek leave to the Court on October 2nd 2018 to file a late claim on behalf of Mr. Button;
- 24.3. This reservation of rights was extended to November 8th 2018, as the Court was not available to hear this motion on October 2nd 2018;
- 24.4. A copy of the last collective agreement concluded by local 6285 with the Wabush CCAA Parties is communicated herewith as Exhibit R-12;
- 24.5. A copy of the last collective agreement concluded by local 6254 with the Wabush CCAA Parties is communicated herewith as Exhibit R-13;
- 24.6. A copy of the last insurance agreement that was incorporated in the collective agreements R-12 and R-13 is communicated herewith as Exhibit R-14;
25. (...);
26. (...);
27. (...).

FOR THESE REASONS, MAY IT PLEASE THE COURT TO :

GRANT the present motion;

DECLARE that the Settlement (R-2) should include the Group of Claimants' OPEB claims;

ORDER to the Parties to add Mr. Harry Button's claim, to the amount of \$112 483 in Schedule A of the Settlement;

ORDER to the Parties to add Mr. Harold Chaulk's claim, to the amount of \$151,335 in Schedule A of the Settlement;

ORDER to the Parties to add Mr. Wilson Pevie's claim, to the amount of \$132,714 in Schedule A of the Settlement;

ORDER to the Parties to add Mr. John Hart's claim, to the amount of \$131,463, plus the value of his life insurance claims that remains to be determined, in Schedule A of the Settlement;

ORDER to the Parties to add Mr. Camille Arsenault's claim, to the amount of \$122,492 in Schedule A of the Settlement;

(...)

DECLARE that the Group of Claimants are all entitled to a *pari passu* dividend as unsecured creditor of the Wabush Mines Parties (as defined under the Plan);

ALTERNATIVELY:

DECLARE that the Settlement Agreement (R-2) cannot be opposed to the Group of Claimants' proofs of claim (R-6 and R-8 to R-11);

AUTHORIZE on a *nunc pro tunc* basis, the United Steelworkers, local 6285 to file the Button Claim R-6 on behalf of Mr. Harry Button of a total amount (...) of \$112 483;

DECLARE that, by the terms of the Button Claim R-6, Mr. Button will only be allowed to assert an unsecured claim or an "Affected Unsecured Claim", as defined under the terms of the Amended and restated Plan of Compromise dated May 16 2018 (the "Plan") of a total amount of \$112 483;

AUTHORIZE on a *nunc pro tunc* basis, the United Steelworkers, local 6285 to file the Chaulk Claim R-8 on behalf of Mr. Harold Chaulk of a total amount of \$151,335;

DECLARE that, by the terms of the Chaulk Claim R-8, Mr. Chaulk will only be allowed to assert an unsecured claim or an "Affected Unsecured Claim", as defined under the terms of the Amended and restated Plan of Compromise dated May 16 2018 (the "Plan") of a total amount of \$151,335;

AUTHORIZE on a *nunc pro tunc* basis, the United Steelworkers, local 6285 to file the Pevie Claim R-9 on behalf of Mr. Wilson Pevie of a total amount of \$132,714;

DECLARE that, by the terms of the Pevie Claim R-9, Mr. Pevie will only be allowed to assert an unsecured claim or an "Affected Unsecured Claim", as defined under the terms of the Amended and restated Plan of Compromise dated May 16 2018 (the "Plan") of a total amount of \$132,714;

AUTHORIZE on a *nunc pro tunc* basis, the United Steelworkers, local 6285 to file the Hart Claim R-10 on behalf of Mr. John Hart of a total amount of \$131,463, plus the value of his life insurance claims that remains to be determined;

DECLARE that, by the terms of the Hart Claim R-10, Mr. Hart will only be allowed to assert an unsecured claim or an "Affected Unsecured Claim", as defined under the terms of the Amended and restated Plan of Compromise dated May 16 2018 (the "Plan") of a total amount of \$131,463, plus the value of his life insurance claims that remains to be determined;

AUTHORIZE on a *nunc pro tunc* basis, the United Steelworkers, local 6254 to file the Arsenault Claim R-11 on behalf of Mr. Camille Arsenault of a total amount of \$122,492;

DECLARE that, by the terms of the Arsenault Claim R-11, Mr. Arsenault will only be allowed to assert an unsecured claim or an "Affected Unsecured Claim", as defined under the terms of the Amended and restated Plan of Compromise dated May 16 2018 (the "Plan") of a total amount of \$122,492;

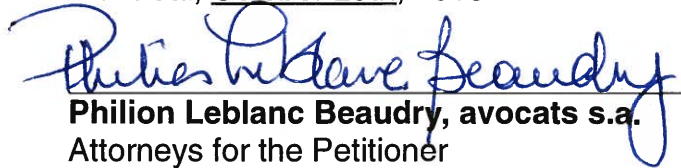
DECLARE that the Group of Claimants have no other claims to assert under the Plan;

DECLARE that, exceptionally for the Group of Claimants' proofs of claim (R-6 and R-8 to R-11), the Claim Bar Date, as defined under the Claims Procedure Order, will be (...) the date of the Order to be rendered by the Court;

DECLARE that (...) the Group of Claimants' proofs of claim (R-6 and R-8 to R-11) are validly produced and received by the Monitor;

THE WHOLE, without costs, save and except in case of contestation.

Montréal, October 29th, 2018


Philion Leblanc Beaudry, avocats s.a.
Attorneys for the Petitioner

AFFIDAVIT

I, the undersigned, Mike Clark, Staff Representative of the United Steelworkers, having a place of business at 105 Hudson Drive, Labrador City, Newfoundland and Labrador, A2V 1L4, solemnly affirm that:

1. I am a United Steelworkers representative appointed to the Wabush CCAA file as a representative for the ex-workers located in the province of Newfoundland and Labrador;
2. I attest that all the facts alleged in paragraphs 1 to 22.17, 23 to 24.4 and 24.6 of the present *Amended Motion seeking a declaratory relief/for leave to file late claims* are true;
3. I was contacted by email on July 4th 2018 by Harry Button. It was the first time I ever had any contact with him;
4. The USW did not have any knowledge of his personal situation or his entitlement to any benefits as an ex-employee of Wabush Mines;
5. When I realized Mr. Button could be entitled to benefits, I immediately took steps to ensure that his situation would be dealt with in the appropriate manner, which resulted in an email from our counsel being sent to the Monitor and ultimately the filing of a motion by the USW on July 27th 2018;
6. I was informed by email on September 28th 2018 that Harold Chaulk, Wilson Pevie and John Hart potentially had OPEB claims and were in similar situations as Mr. Button. It was the first time I ever heard of this possibility for bargaining unit members;
7. The USW did not have any knowledge of their personal situation or their entitlement to any benefits as ex-employees of Wabush Mines;
8. I have consulted our records for Mr. Hart and there were no traces of the 2008 settlement agreement;
9. When I realized Mr. Chaulk, Mr. Pevie and Mr. Hart could be entitled to benefits, I immediately took steps to ensure that their situation would be dealt with in the appropriate manner, which resulted in the filing of this *Amended Motion seeking a declaratory relief/for leave to file late claims*;

-
10. The USW had no way to ensure that all ex-workers entitled to Post-Employment Benefits were included in the USW Employee Claimants List (R-4), as not all ex-workers are entitled to these;
 11. I also understand that not all retirees or surviving spouses or beneficiaries have an entitlement to Post-Employment Benefits, as the assessment of such entitlement requires an analysis of each person's own situation;
 12. The USW relied in good faith to the information provided by the Wabush Parties in the USW Employee Claimants List (R-4), which was supposed to be built off the list of insurance beneficiaries as far as OPEBs claims were concerned;
 13. I understand that Schedule A of the Settlement (R-2) was built off of the USW Employee Claimants List (R-4);
 14. Therefore, the USW also had no means to ensure that Schedule A of the Settlement (R-2) was complete;
 15. I honestly thought all of the insurance beneficiaries were included in the USW Employee Claimants List (R-4) and in Schedule A of the Settlement (R-2);
 16. The USW did not have access to a list of all unionized insurance beneficiaries;
 17. Had I been aware of Mr. Button, Mr. Chaulk, Mr. Pevie or Mr. Hart's situation before the Claims Bar Date, I would have requested that they be added to the USW Employee Claimants List;
 18. Had I been aware of Mr. Button, Mr. Chaulk, Mr. Pevie or Mr. Hart's situation before signing the Settlement (R-2), I would have requested that they be added to the list contained in Schedule A of the Settlement (R-2);
 19. I believe Mr. Button, Mr. Chaulk, Mr. Pevie and Mr. Hart's claim should not have been excluded from the USW Employee Claimants List (R-4) and from Schedule A of the Settlement (R-2);


(The remainder of this page is intentionally left blank)

And I have signed



MIKE CLARK

Solemnly declared before me at
October, on this 26th day of
October 2018


Commissioner for oaths

SHERYL LAMKIN
A Commissioner for Oaths in and for
the Province of Newfoundland and Labrador
My commission expires on December 31, 2021



DÉCLARATION SOUS SERMENT

Je, soussigné, Nicolas Lapierre, coordonnateur régional Côte-Nord, Bas-Saint-Laurent, Gaspésie, Îles-de-la-Madeleine au Syndicat des Métallos, ayant mon domicile professionnel au 737 boulevard Laure, bureau 200, à Sept-Îles, district de Mingan, affirme solennellement ce qui suit :

1. Je suis le représentant du Syndicat des Métallos affecté au présent dossier pour la province de Québec;
2. J'atteste que tous les faits allégués aux paragraphes 1.1, 22.18 à 22.27, 24.5 et 24.6 de la *Amended Motion seeking a declaratory relief/for leave to file late claims* sont vrais;
3. J'ai rencontré la conjointe de Camille Arsenault le 4 octobre et celle-ci m'a informé que M. Arsenault n'avait rien reçu dans le cadre de la distribution intérimaire bien qu'il avait des bénéfices post-emploi avant le début des procédures;
4. Le Syndicat n'avait aucune connaissance de la situation personnelle de M. Arsenault ou de son droit à quelque bénéfice que ce soit en tant qu'ancien employé de Mines Wabush;
5. Quand j'ai réalisé que M. Arsenault pouvait avoir droit à certains bénéfices, j'ai immédiatement pris certaines mesures pour m'assurer que sa situation serait traitée adéquatement, ce qui a résulté dans le dépôt de cette *Amended Motion seeking a declaratory relief/for leave to file late claims*;
6. Le Syndicat avait aucun moyen de s'assurer que tous les anciens travailleurs ayant droit à des bénéfices post-emploi étaient inclus dans la USW Employee Claimants List (R-4), puisque ce ne sont pas tous les travailleurs qui ont droit à ceux-ci;
7. Je comprends également que ce ne sont pas tous les retraités, les conjointes survivantes ou les bénéficiaires qui ont droit à des bénéfices post-emploi, puisque l'analyse d'un tel droit requiert l'analyse de la situation personnelle de chaque individu;
8. Le Syndicat s'est fié, en toute bonne foi, à l'information reçue des Parties LACC Wabush dans la USW Employee Claimants List (R-4), qui était supposée être bâtie à partir de la liste des bénéficiaires d'assurances en ce qui concerne les bénéfices post-emploi;

9. Je comprends que l'Annexe A de l'Entente (R-2) a été construite à partir de la USW Employee Claimants List (R-4);
10. Ainsi, le Syndicat n'avait pas plus de moyens de s'assurer que l'Annexe A de l'Entente (R-2) était complète;
11. Je croyais sincèrement que tous les bénéficiaires d'assurance étaient inclus dans la USW Employee Claimants List (R-4) et dans l'Annexe A de l'Entente (R-2);
12. Le Syndicat n'avait pas accès à une liste de tous les bénéficiaires d'assurances syndiqués;
13. Si j'avais eu connaissance de la situation de M. Arsenault avant la Date Limite des Réclamations, j'aurais demandé qu'il soit ajouté à la USW Employee Claimants List (R-4);
14. Si j'avais eu connaissance de la situation de M. Arsenault avant de signer l'Entente (R-2), j'aurais requis que son nom y soit ajouté;
15. Je crois que la réclamation de M. Arsenault n'aurait pas dû être exclue de la Employee Claimants List (R-4) ou de l'Annexe A de l'Entente (R-2);

et j'ai signé


NICOLAS LAPIERRE

Déclaré solennellement devant moi, à
Sept-Îles, le 26 octobre 2018


Commissaire à l'assermentation pour la
province de Québec



NOTICE OF PRESENTATION

To : **ME BERNARD BOUCHER** (bernard.boucher@blakes.com)

BLAKE, CASSELS & GRAYDON S.E.N.C.R.L.
600, boulevard Maisonneuve Ouest
Bureau 2200
Montréal (Québec) H3A 3J2

Procureurs des Débitrices

And to : **ME SYLVAIN RIGAUD** (sylvain.rigaud@nortonrosefulbright.com)

NORTON ROSE FULBRIGHT CANADA S.E.N.C.R.L.
1, Place Ville-Marie
Bureau 2500
Montréal (Québec) H3B 1R1

Procureurs du Contrôleur

And to : **SERVICE LIST**

TAKE NOTICE that the present *Motion seeking a declaratory relief/for leave to file a late claim* will be presented for adjudication before the Honourable Stephen W. Hamilton, j.s.c. or another of the Honourable Justices of the Superior Court, Commercial division, sitting in and for the district of Montréal at the Montréal Courthouse located at 1, Notre-Dame East street, Montréal (Québec), on **November 8th 2018**, at a time and in a room to be determined.

GOVERN YOURSELF ACCORDINGLY.

Montréal, October 29th, 2018


Philion Leblanc Beaudry, avocats s.a.
Attorneys for the Petitioner

CANADA

PROVINCE OF QUÉBEC
District of Montréal

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 ET CLIFFS QUÉBEC MINE DE
FER ULC, WABUSH IRON CO. LIMITED,
WABUSH RESOURCES INC.**

Debtors

et

**SOCIÉTÉ EN COMMANDITE MINE DE
FER DU LAC BLOOM, BLOOM LAKE
RAILWAY COMPANY LIMITED, WABUSH
MINES, ARNAUD RAILWAY COMPANY,
WABUSH LAKE RAILWAY COMPANY
LIMITED**

Mises-en-cause

et

FTI CONSULTING CANADA INC.,

Monitor

et

UNITED STEELWORKERS, LOCAL 6285

Petitioner – Mis-en-cause

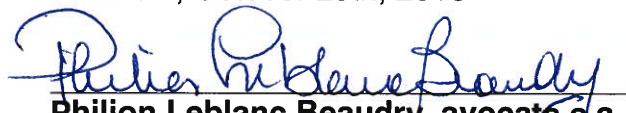
<p>LIST OF EXHIBITS</p>

EXHIBIT R-1 Claims Procedure Order dated November 5th 2015, as amended on November 16th 2015;

EXHIBIT R-2 **CONFIDENTIAL** - Settlement and release agreement, dated May 17, 2018;

-
- EXHIBIT R-3** Abstract of the Insurance Benefits booklet;
- EXHIBIT R-4** **CONFIDENTIAL** - USW Employee Claimants List
- EXHIBIT R-5** Monitor's reply, dated July 25th, 2018;
- EXHIBIT R-6** Mr. Button's Proof of Claim;
- EXHIBIT R-7** **CONFIDENTIAL** - The 2008 Settlement agreement;
- EXHIBIT R-8** Mr. Chaulk's Proof of Claim;
- EXHIBIT R-9** Mr. Pevie's Proof of Claim;
- EXHIBIT R-10** Mr. Hart's Proof of Claim;
- EXHIBIT R-11** Mr. Arsenault's Proof of Claim;
- EXHIBIT R-12** Local 6285's 2009-2014 Collective agreement;
- EXHIBIT R-13** Local 6254's 2014-2020 Collective agreement;
- EXHIBIT R-14** Amendment No.31 to Group Policy 87065;
- EXHIBIT R-15** Mr. Button's Affidavit;
- EXHIBIT R-16** Mr. Chaulk's Affidavit;
- EXHIBIT R-17** Mr. Pevie's Affidavit;
- EXHIBIT R-18** Mr. Hart's Affidavit;
- EXHIBIT R-19** Mr. Arsenault's Affidavit;

Montréal, October 29th, 2018


Philion Leblanc Beaudry, avocats s.a.
Attorneys for the Petitioner

N°: 500-11-048114-157

SUPERIOR COURT
COMMERCIAL DIVISION
DISTRICT OF MONTRÉAL

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

**BLOOM LAKE GENERAL PARTNER LIMITED AND
ALS**

Debtors

And
**SOCIÉTÉ EN COMMANDITE MINE DE FER DU LAC
BLOOM AND ALS.**

Mises-en-cause

And
FTI CONSULTING CANADA INC.

Monitor

And
**UNITED STELLWORKERS, LOCAL 6254
UNITED STELLWORKERS, LOCAL 6285**

Petitioners – Mis-en-cause

**AMENDED MOTION SEEKING A DECLARATORY
RELIEF/FOR LEAVE TO FILE A LATE CLAIM**
(Sections 10 and 11 of the *Companies' Creditors
Arrangement Act*), **LIST OF EXHIBITS AND
EXHIBITS R-4 TO R-19**

ORIGINAL

N/d : 0516-8262/DB Me Daniel Boudreault
dboudreault@plba.ca


PHILION LEBLANC BEAUDRY
AVOCATS S.R.

565, boul. Crémazie est
Bureau 5400

Montréal (Québec) H2M 2V6
Téléphone.: (514) 387-3538 Télécopieur.: (514) 387-7386

Code juridique : BM-2719
