

CANADA
PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT
Commercial Division

File: No: 500-11-048114-157

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

**BLOOM LAKE GENERAL PARTNER
LIMITED, QUINTO MINING
CORPORATION, 8568391 CANADA
LIMITED, CLIFFS QUÉBEC IRON
MINING ULC, WABUSH IRON CO.
LIMITED AND WABUSH RESOURCES
INC.**

Petitioners

- and -

**THE BLOOM LAKE IRON ORE MINE
LIMITED PARTNERSHIP, BLOOM LAKE
RAILWAY COMPANY LIMITED,
WABUSH MINES, ARNAUD RAILWAY
COMPANY AND WABUSH LAKE
RAILWAY COMPANY LIMITED**

Mises-en-cause

- and -

FTI CONSULTING CANADA INC.

Monitor

**NINTH REPORT TO THE COURT
SUBMITTED BY FTI CONSULTING CANADA INC.,
IN ITS CAPACITY AS MONITOR**

INTRODUCTION

1. On January 27, 2015, Bloom Lake General Partner Limited (“**Bloom Lake GP**”), Quinto Mining Corporation, 8568391 Canada Limited and Cliffs Québec Iron Mining ULC (“**CQIM**”) (collectively, the “**Bloom Lake Petitioners**”) sought and obtained an initial order (as amended, restated or rectified from time to time, the “**Bloom Lake Initial Order**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) from the Superior Court of Quebec (the “**Court**”), providing for, *inter alia*, a stay of proceedings against the Bloom Lake Petitioners until February 26, 2015, (the “**Bloom Lake Stay Period**”) and appointing FTI Consulting Canada Inc. as monitor (the “**Monitor**”). The relief granted in the Bloom Lake Initial Order was also extended to The Bloom Lake Iron Ore Mine Limited Partnership (“**Bloom Lake LP**”) and Bloom Lake Railway Company Limited (together with Bloom Lake LP, the “**Bloom Lake Mises-en-Cause**” and together with the Bloom Lake Petitioners, the “**Bloom Lake CCAA Parties**”). The proceedings commenced under the CCAA by the Bloom Lake CCAA Parties will be referred to herein as the “**CCAA Proceedings**”.

2. On May 20, 2015 (the “**Wabush Filing Date**”), the CCAA Proceedings were extended to include Wabush Iron Co. Limited (“**WICL**”), Wabush Resources Inc. (“**WRI**” and together with WICL, the “**Wabush Petitioners**”), Wabush Mines, Arnaud Railway Company and Wabush Lake Railway Company Limited (collectively the “**Wabush Mises-en-Cause**” and together with the Wabush Petitioners, the “**Wabush CCAA Parties**”) pursuant to an initial order (as amended, restated or rectified from time to time, the “**Wabush Initial Order**”) providing for, *inter alia*, a stay of proceedings against the Wabush CCAA Parties until June 19, 2015, (the “**Wabush Stay Period**”). The Bloom Lake CCAA Parties and the Wabush CCAA Parties will be referred to collectively herein as the “**CCAA Parties**”.
3. The Bloom Lake Stay Period and the Wabush Stay Period (together, the “**Stay Period**”) have been extended from time to time and currently expire on November 6, 2015.
4. On April 17, 2015, Mr. Justice Hamilton J.S.C. granted an Order approving, as it relates to the Bloom Lake CCAA Parties, a sale and investor solicitation process (as may be amended from time to time, the “**SISP**”) involving the business and assets of the Bloom Lake CCAA Parties and the Wabush CCAA Parties (the “**SISP Order**”). The SISP was subsequently amended and restated to reflect the inclusion of the Wabush CCAA Parties in the CCAA Proceedings and approved *nunc pro tunc* as it relates to the Wabush CCAA pursuant to an Order granted June 9, 2015.
5. On June 22, 2015, Mr. Justice Hamilton J.S.C. granted an Order (the “**June 22 Rep Order**”) *inter alia*:
 - (a) Appointing Michael Keeper, Terence Watt, Damin Lebel and Neil Johnson as representatives (the “**Representatives**”) of the Salaried Members (as defined in the June 22 Rep Order); and

- (b) Appointing Koskie Minsky LLP and Nicholas Scheib (collectively “**Representative Counsel**”) as legal counsel to the Representatives.
6. To date, the Monitor has filed eight reports in respect of various aspects of the CCAA Proceedings. The purpose of this, the Monitor’s Ninth Report (this “**Report**”), is to inform the Court on the CCAA Parties’ request for an Approval and Vesting Order (the “**Bunker C Fuel AVO**”) in connection with an agreement dated September 30, 2015, as amended on October 7, 2015 (the “**Bunker C Fuel APA**”) by and between the Wabush Iron Co. Limited and Wabush Resources Inc. as sellers (collectively, the “**Sellers**”), and 9108-7189 Québec Inc. (doing business as **CDC Exports**) as purchaser (the “**Purchaser**”) pursuant to which the Purchaser will acquire the Sellers inventory of bunker C fuel located at the Pointe-Noire facility (the “**Bunker C Fuel Transaction**”) and to provide the Monitor’s recommendation thereon.

TERMS OF REFERENCE

7. In preparing this Report, the Monitor has relied upon unaudited financial information of the CCAA Parties, the CCAA Parties’ books and records, certain financial information prepared by the CCAA Parties and discussions with various parties (the “**Information**”).
8. Except as described in this Report:
- (a) The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and

- (b) The Monitor has not examined or reviewed financial forecasts and projections referred to in this Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.
9. Future oriented financial information reported or relied on in preparing this Report is based on management's assumptions regarding future events; actual results may vary from forecast and such variations may be material.
10. The Monitor has prepared this Report in connection with the CCAA Parties' Motion dated October 23, 2015, initially returnable November 5, 2015 in respect of the Bunker C Fuel Transaction (the "**Bunker C Fuel Motion**"). The Report should not be relied on for other purposes.
11. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined herein have the meanings defined in the Bloom Lake Initial Order, the Wabush Initial Order or previous reports of the Monitor.

EXECUTIVE SUMMARY

12. The Monitor respectfully recommends that the CCAA Parties' request for the Bunker C Fuel AVO be granted.

THE BUNKER C FUEL TRANSACTION

13. Capitalized terms used in this section of this Report not otherwise defined are as defined in the Bunker C Fuel APA, a copy of which is attached hereto as **Appendix A**.
14. The key provisions of the Bunker C Fuel APA are as follows:

- (a) The Purchaser shall purchase the inventory of Bunker C Fuel contained in the fuel tanks at the Pointe-Noire Facility (the “**Purchased Assets**”) for a purchase price of \$2 million plus applicable taxes, payable in cash, of which a deposit of \$200,000 has been paid and is being held by the Monitor;
 - (b) The Purchaser is responsible for the removal of the Purchased Asset and removal must be completed within seventy days of Court approval, if granted, failing which title to any remaining Purchased Assets will revert to the Sellers;
 - (c) The Purchaser will clean the Tanks and Tank lines in accordance with applicable industry standards and law following removal of the Purchased Assets;
 - (d) The Purchaser is responsible for the clean-up of any environmental incidents that occur during the Quality Testing, removal, transfer and transport of the Purchased Assets; and
 - (e) The Purchaser is required to maintain liability insurance in an amount of not less than \$5 million and to provide a copy of an insurance certificate evidencing such coverage and naming the Sellers as “additional insureds” under such policy.
15. The Bunker C Fuel APA is subject to the following two conditions:
- (a) The Purchased Assets meeting the Quality Standards described in Schedule B to the Bunker C Fuel APA (the “**Quality Condition**”), with such condition to be satisfied or waived by October 31, 2015; and
 - (b) Court approval being obtained by no later than November 30, 2015.

16. The Quality Testing has not yet been completed and, accordingly the Quality Condition is yet to be satisfied or waived. An update on the Quality Condition will be provided to the Court before the Bunker C Fuel Motion is heard.

THE MONITOR'S COMMENTS AND RECOMMENDATION

17. Section 36(1) of the CCAA states:

“36(1) Restriction on disposition of business assets - A debtor company in respect of which an order has been made under this Act may not sell or otherwise dispose of assets outside the ordinary course of business unless authorized to do so by a court. Despite any requirement for shareholder approval, including one under federal or provincial law, the court may authorize the sale or disposition even if shareholder approval was not obtained.”

18. Section 36(3) of the CCAA states:

“(3) Factors to be considered - In deciding whether to grant the authorization, the court is to consider, among other things,

(a) whether the process leading to the proposed sale or disposition was reasonable in the circumstances;

(b) whether the monitor approved the process leading to the proposed sale or disposition;

(c) whether the monitor filed with the court a Report stating that in their opinion the sale or disposition would be more beneficial to the creditors than a sale or disposition under a bankruptcy;

- (d) the extent to which the creditors were consulted;
- (e) the effects of the proposed sale or disposition on the creditors and other interested parties; and
- (f) whether the consideration to be received for the assets is reasonable and fair, taking into account their market value.”

REASONABLENESS OF THE PROCESS LEADING TO THE PROPOSED SALE

- 19. The Bunker C Fuel was made available for sale in the SISP and during the process of seeking liquidation proposals for assets and inventory. Furthermore, the availability of the CCAA Parties’ assets is widely known.
- 20. The Monitor has some experience in attempting to sell bulk fuel inventory from previous files and it is a very difficult asset on which to realize given the cost and logistical difficulties of removing the fuel from the storage tanks. No proposals superior to the Bunker C Fuel APA have been received for the Bunker C Fuel and the Monitor is satisfied that the efforts to sell the Bunker C Fuel were reasonable in the circumstances.

MONITOR’S APPROVAL OF THE PROCESS

- 21. The Monitor was consulted on and approved the steps taken to seek alternative proposals for the purchase of the Bunker C Fuel.

CONSULTATION WITH CREDITORS

- 22. The only known creditor with security over the Purchased Assets other than the beneficiaries of the Administration Charge, the Directors’ Charge and the Sale Advisor Charge, is the Interim Lender pursuant to the Interim Lender Charge. The Sale Advisor Charge ranks subordinate to the Administration Charge, the Directors’ Charge and the Interim Lender Charge (collectively, the “**CCAA Charges**”).

23. The Interim Lender has been consulted with respect to the Bunker C Fuel Transaction and has no objection to its approval.
24. The Monitor understands that none of the beneficiaries of the Administration Charge or the Directors' Charge object to the approval of the Bunker C Fuel Transaction.

THE EFFECT OF THE PROPOSED SALE ON CREDITORS/OTHER INTERESTED PARTIES

25. Pursuant to the proposed form of the Bunker C Fuel AVO, the proceeds of sale will stand in the stead of the Purchased Assets and be held by the Monitor pending further Order of the Court. Accordingly, the beneficiaries of the CCAA Charges will not be prejudiced by the Bunker C Fuel Transaction.
26. The Monitor is of the view that the Bunker C Fuel Transaction is beneficial as it will generate \$2 million for the benefit of the estate. In addition, the Purchaser is responsible for cleaning the tanks following the removal of the Bunker C Fuel.
27. The CCAA Parties are in the process of attempting to negotiate a definitive agreement, subject to Court approval, for the sale of the Pointe-Noir Facility to the leading bidder identified in the SISF. That bidder has confirmed that while it wishes to acquire the fuel tanks, it does not wish to acquire the Bunker C Fuel.
28. The Monitor does not believe that there would be any adverse impact on any creditor or other interested party from the granting of the Bunker C Fuel AVO.

FAIRNESS OF CONSIDERATION

29. No proposals superior to the Bunker C Fuel APA have been received for the Bunker C Fuel and, based on the results of the sale efforts, the Monitor is of the view that the consideration is fair and reasonable in the circumstances.

MONITOR'S RECOMMENDATION

30. Based on the foregoing, the Monitor supports the Bunker C Fuel Motion and respectfully recommends that the Bunker C Fuel AVO be granted by the Court.

The Monitor respectfully submits to the Court this, its Ninth Report.

Dated this 27th day of October, 2015.

FTI Consulting Canada Inc.
In its capacity as Monitor of
Bloom Lake General Partner Limited, Quinto Mining Corporation,
8568391 Canada Limited, Cliffs Québec Iron Mining ULC,
Wabush Iron Co. Limited, Wabush Resources Inc.,
The Bloom Lake Iron Ore Mine Limited Partnership,
Bloom Lake Railway Company Limited, Wabush Mines,
Arnaud Railway Company and Wabush Lake Railway Company Limited



Nigel D. Meakin
Senior Managing Director

Steven Bissell
Managing Director

Appendix A

The Bunker C Fuel Agreement

SALE OF GOODS AGREEMENT

This **SALE OF GOODS AGREEMENT** ("Agreement") is executed and delivered this 30 day of September, 2015.

BETWEEN:

Wabush Iron Co. Limited, a corporation existing under the laws of Ohio
("Wabush Iron")

Wabush Resources Inc., a corporation existing under the laws of Canada
("Wabush Resources")

(Wabush Iron and Wabush Resources hereinafter collectively referred to
as the "Sellers"),

- AND -

9108-7189 Quebec Inc. (doing business as CDC Exports), a
corporation existing under the laws of Quebec (hereinafter referred to as
the "Purchaser"),

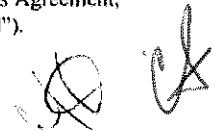
WHEREAS Wabush Iron and Wabush Resources are the participants in the Wabush Mines Joint Venture and each of them obtained protection from their creditors under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") by Order of the Quebec Superior Court [Commercial Division] (the "Court") dated May 20, 2015 and FTI Consulting Canada Inc. was appointed as monitor in the CCAA proceedings (in such capacity and not in its personal or corporate capacity, the "Monitor");

WHEREAS the Sellers have agreed to sell, transfer, assign, convey and deliver to the Purchaser all of their right, title and interest in and to the assets described in Schedule "A" attached hereto (the "Purchased Assets");

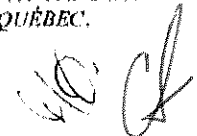
WHEREAS the transaction contemplated by this Agreement is subject to the approval of the Court;

NOW, THEREFORE, for the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties hereto agree as follows:

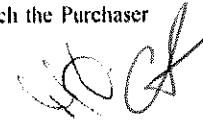
1. Transfer of Purchased Assets. Conditional upon (i) receipt of the Court Approval and (ii) the Purchased Assets meeting the quality standards described in Schedule "B" attached hereto (the "Quality Standards"), upon delivery of a purchase price of CAD\$2,000,000 (the "Purchase Price") plus applicable sales taxes on the Purchase Price to the Monitor, the Sellers shall sell, transfer, assign, convey and deliver to the Purchaser, and the Purchaser shall purchase from the Sellers, all of the Sellers' right, title and interest in and to the Purchased Assets. The Purchaser will pay the Purchase Price plus applicable sales taxes to the Purchase Price to the Monitor by wire transfer of immediately available funds within 7 days following approval of this Agreement, in form and substance satisfactory to the Sellers, by the Court (the "Court Approval").



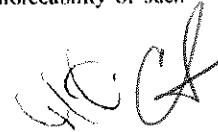
2. Deposit. Concurrently with the execution of this Agreement, the Purchaser shall pay to the Monitor the sum of CAD\$200,000 (the "**Deposit**") as a deposit. The Monitor shall invest the Deposit in an interest-bearing account of a Canadian chartered bank or trust company to be disbursed in accordance with the following provisions:
 - (a) if the purchase and sale of the Purchased Assets is completed in accordance with the terms hereof, then the Deposit plus all interest earned thereon shall be released from trust and applied towards payment of the Purchase Price;
 - (b) if the purchase and sale of the Purchased Assets is not completed by October 31, 2015 for any reason other than (i) the failure or refusal of the Court to issue the Court Approval or (ii) the failure of the Purchased Assets to meet the Quality Standards, then the Deposit plus all interest thereon shall be released from trust and retained by the Monitor; and
 - (c) if the purchase and sale of the Purchased Assets is not completed by October 31, 2015 solely as a result of (i) the failure or refusal of the Court to issue the Court Approval or (ii) the failure of the Purchased Assets to meet the Quality Standards, then the Deposit plus all interest thereon shall be released from trust and returned to the Purchaser.
3. Quality Testing of Purchased Assets. The Purchaser shall be permitted, at its sole cost, to test the quality of the Purchased Assets (the "**Quality Testing**") to confirm that the Purchased Assets comply with the Quality Standards. The Sellers shall provide the Purchaser with reasonable access to and across the Port Facility, in order to allow and facilitate such Quality Testing. The Purchaser acknowledges that the Sellers shall not in any way have any responsibility or liability in connection with the Quality Testing. If the Purchaser fails to conduct the Quality Testing and/or fails to reject the Purchased Assets on the basis that they do not meet the Quality Standards by October 15, 2015, then the Purchased Assets shall be deemed to have met the Quality Standards for all purposes hereunder including Section 1(ii).
4. Risk of Loss. Title to, risk of loss of, or damage to, any of the Purchased Assets shall pass to the Purchaser upon payment of the Purchase Price, notwithstanding that the Sellers may continue to maintain physical possession of the Purchased Assets until such time as such Purchased Assets are removed by the Purchaser from the Port Facility.
5. As-Is, Where-Is. THE PURCHASED ASSETS ARE SOLD ON AN "AS IS, WHERE IS" BASIS, "WITH ALL FAULTS", AT PURCHASER'S OWN RISK AND PERIL AND WITHOUT RECOURSE. THE SELLERS MAKE NO, AND SPECIFICALLY DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WHATSOEVER WITH RESPECT TO THE PURCHASED ASSETS, WHETHER LEGAL OR CONVENTIONAL, INCLUDING, BUT NOT LIMITED TO, AS TO THE PHYSICAL CONDITION, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, PHYSICAL CHARACTERISTICS, ENVIRONMENTAL CONDITION, EXISTENCE OF LATENT DEFECTS, QUALITY, OR ANY OTHER ASPECT OR CHARACTERISTIC THEREOF. FOR CERTAINTY AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PARTIES HEREBY AGREE TO EXCLUDE ALTOGETHER THE EFFECT OF THE LEGAL WARRANTY PROVIDED FOR BY ARTICLE 1716 OF THE *CIVIL CODE OF QUÉBEC* AND AGREE THAT THE PURCHASER IS PURCHASING THE PROPERTY AT ITS OWN RISK WITHIN THE MEANING OF ARTICLE 1733 OF THE *CIVIL CODE OF QUÉBEC*.



6. Removal of Purchased Assets. The Purchaser shall be entirely responsible for removing the Purchased Assets from the Bunker "C" fuel tanks (the "Tanks") at the Sellers' port facility located in Pointe-Noire, Québec in the Bay of Sept-Iles (the "Port Facility"), transferring the Purchased Assets onto vessels which shall be under the Purchaser's management and control, transporting the Purchased Assets offsite and supplying all the equipment, personnel and materials required to carry out the foregoing. The Purchaser acknowledges that the Sellers shall not in any way have any responsibility or liability in connection with the removal, transfer and transportation of the Purchased Assets. The Purchaser shall begin the removal of the Purchased Assets by no later than 48 hours after the Purchase Price and applicable sales taxes have been delivered to the Monitor in accordance with Section 1. Without limitation to any other rights or remedies of the Sellers whether contained herein or otherwise at law, if the Purchaser has not removed all of the Purchased Assets from the Tanks and loaded same onto vessels by no later than the 70th day following the issuance of the Court Approval, at the election of the Sellers, title to any Purchased Assets remaining in the Tanks at such time shall revert to the Sellers.
7. Clean-up. The Purchaser warrants that once the Purchased Assets are entirely removed from the Tanks, it will immediately proceed to clean the Tanks and Tank lines, in accordance with all applicable industry standards and applicable law, and provide the Sellers with written confirmation from a third-party consultant with expertise in fuel tank clean-up acceptable to the Sellers that the Tanks and Tank lines are entirely free of fuel oil and other petroleum products, substances and contaminants and are in a condition that permits their use in accordance with all applicable industry standards and applicable law. The Purchaser shall remove the Purchased Assets in their entirety from the Tanks and entirely clean the Tanks and Tank lines and provide the aforementioned evidence of clean-up by no later than the 70th day following the issuance of the Court Approval, unless otherwise agreed to with the Sellers.
8. Access. The Sellers shall co-operate with the Purchaser, and provide the Purchaser with reasonable access to and across the Port Facility, in order to allow and facilitate the removal, transfer and transport of the Purchased Assets and the clean-up of the Tanks as provided hereunder.
9. Compliance with Laws. Purchaser warrants that the Quality Testing, removal, transfer and transport of the Purchased Assets will be carried out in full and complete compliance with all applicable laws and regulations, including but not limited to, environmental, health and safety and workers compensation laws and regulations applicable to the handling and transfer of fuel products as well as with all applicable policies, procedures, rules and other conditions of the Sellers, including those relating to the environment and health and safety. The Purchaser shall be entirely liable towards the Sellers for any acts or omissions of its subcontractors and shall ensure that any subcontractors retained by the Purchaser comply with the Purchaser's obligations under this Agreement.
10. Site Safety Measures. The Purchaser agrees to take all necessary and reasonable health and safety precautions for its employees, subcontractors and other persons accessing the Port Facility, including to control hazards, provide a safe working environment and take the best reasonably possible precautionary measures against accidents.
11. Environmental Obligations. The Purchaser shall be entirely responsible for cleaning up any spills of fuel oil, other substances or materials or any other environmental incidents that occur during the Quality Testing, removal, transfer and transport of the Purchased Assets and warrants that it will restore the Port Facility to the same condition it was in on the date on which the Purchaser first accessed the Port Facility.



12. Insurance. Without limiting the Purchaser's commitment to indemnify, defend and hold harmless the Sellers against any liability, as provided hereunder, Purchaser shall obtain and maintain, as of the date of execution of this Agreement and for a period of one year after the Purchaser has satisfied its clean-up obligations as provided under this Agreement, liability insurance from an insurance company considered satisfactory by Sellers which includes but is not limited to employer's liability, general liability, public liability, property damage liability, environmental liability, marine transport liability and contractual liability in an amount not less than \$5,000,000 per occurrence for bodily injury, death and property damage, including liability for goods and deprivation of use of such goods and liability for environmental damage with regard to the Purchaser, its subcontractors and their respective employees and agents. Purchaser shall also provide an insurance certificate naming the Sellers as additional insureds under such policy, a copy of which certificate shall be given to the Sellers upon the execution of this Agreement.
13. Release and Indemnity. The Purchaser hereby releases and discharges the Sellers from liability for and assumes the risk of loss of or damage to persons or property as may be related to the Quality Testing, removal or any use or resale of the Purchased Assets. The Purchaser shall indemnify, defend and hold harmless the Sellers and their respective officers, employees, directors, assigns, agents and representatives from and against any and all claims, causes of action, damages, claims for damages, liability, loss or expense, including attorney's fees and expenses of litigation, arising out of or in any way related to (i) any breach of the terms and provisions of this Agreement by the Purchaser; and (ii) the Purchaser's Assets or their Quality Testing, removal, transfer or transport on and after the date hereof, including, but not limited to, all claims for loss of or damage to persons or property caused by any use of the Purchased Assets.
14. Binding on Successors; No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns. This Agreement is not intended to confer any rights or remedies upon any person other than the parties hereto and their successors in interest and permitted assigns, including any trustee in bankruptcy appointed with respect to the Sellers or its property.
15. Counterparts. This Agreement may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any of the undersigned by facsimile or similar electronic means shall be as effective as delivery of a manually executed copy of this Agreement by such undersigned.
16. Governing Law. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the province of Québec and the federal laws of Canada applicable therein.
17. Time of the Essence. Time shall be of the essence of this Agreement and each of its provisions.
18. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity of enforceability of such provision in any other jurisdiction.



19. **Mode of Giving Notice.** Any notice, direction, certificate, consent, determination or other communication required or permitted to be given or made under this Agreement shall be in writing and shall be effectively given and made if (i) delivered personally; (ii) sent by prepaid courier service; or (iii) sent by e-mail or other similar means of electronic communication, in each case to the applicable address set out below:

(a) if to the Sellers:

c/o **Cliffs Québec Iron Mining ULC**
1155 Robert Bourassa Boulevard (formerly University Street)
Suite 508
Montréal, QC
H3B 3A7

Attention: **James Graham**
General Counsel and Secretary

- and -

Attention: **Clifford T. Smith**
Executive Vice President

E-mail: James.Graham@CliffsNR.com / Clifford.Smith@CliffsNR.com

with a copy (which shall not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Commerce Court West
Toronto, ON
M5L 1A9

Attention: Thomas A. McKee / Milly Chow

E-mail: tom.mckee@blakes.com / milly.chow@blakes.com

(b) if to the Purchaser, to:

c/o **CDC Exports**
551, rue Notre-Dame
Berthierville, QC
J0K 1A0

Attention: **Melanie Trottier**
President - Owner

E-mail: Melanie.Trottier@cdcexport.com

with a copy (which shall not constitute notice) to:

Paul Yanakis, Avocat
1300, rue Notre-Dame

C.P. 1150
Berthierville, QC
J0K 1A0

Attention: Paul Yanakis

E-mail: paul.yanakis@bellnet.ca

(c) and in either case, with a copy to the Monitor, to:

FTI Consulting Canada Inc.
TD South Tower, 790 Wellington Street West
Toronto Dominion Centre, Suite 2010
Toronto, ON
M5K 1G8

Attention: Nigel Meakin

E-mail: nigel.meakin@fticonsulting.com

- and -

Norton Rose Fulbright Canada LLP
1 Place Ville Marie
Suite 2500
Montréal, QC
H3B 1R1

Attention: Sylvain Rigaud

E-mail: sylvain.rigaud@nortonrosefulbright.com

Any such communication so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of e-mailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the communication is so delivered, e-mailed or sent before 5:00 PM Eastern on such day. Otherwise, such communication shall be deemed to have been given and made and to have been received on the next following Business Day.


20. Change of Address. Any Party may from time to time change its address under this Section 19 by notice to the other Party given in the manner provided by this Section 19.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the day and year first above written.


PURCHASER:

9108-7189 QUEBEC INC. (doing business as CDC Exports)

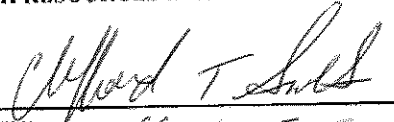
By: 
Name: Melanie Trottier
Title: President - Owner

SELLERS:

WABUSH IRON CO. LIMITED

By: 
Name: Clifford T. Smith
Title: President

WABUSH RESOURCES INC.

By: 
Name: Clifford T. Smith
Title: President

SCHEDULE "A"

Purchased Assets

All of the remaining "Bunker C" type fuel oil contained in the fuel tanks at the Sellers' port facility located in Pointe-Noire, Québec in the Bay of Sept-Iles.

W.D. [Signature]

SCHEDULE "B"

Quality Standards

1	Kinematic Viscosity @ 122°F	ASTM D-445/2161	300 SSF	Maximum
2	Asphaltenes	ASTM D-6530	6 %	Maximum
3	Gross heat of combustion	ASTM D-240	182 000 BTU/gal Imp.	Minimum
4	API Gravity @ 60°F	ASTM D-1298	10	Maximum
5	Density @ 15°C	ASTM D-1298	1000 kg/m ³	Minimum
6	Flash point	ASTM D-93 B	150 °F	Minimum
7	Pour point	ASTM D-97	45 °F	Maximum
8	Water by distillation	ASTM D-95	0.5 %	Maximum
9	Sediments by extraction	ASTM D-473	0.15 %	Maximum
10	BS & W	ASTM D-1796	1.0 %	Maximum
11	Ash	ASTM D-482	0.15 %	Maximum
12	Sulphur	ASTM D-4294	1.5 %	Maximum
13	Vanadium	ASTM D-5363	200 PPM	Maximum
14	Sodium	ASTM D-5363	45 PPM	Maximum
15	Iron	ASTM D-5363	45 PPM	Maximum
16	Compatibility	ASTM D-4740	1	



AMENDMENT TO SALE OF GOODS AGREEMENT

THIS AMENDMENT TO SALE OF GOODS AGREEMENT (this "Amendment") dated October 27, 2015 among 9108-7189 Quebec Inc. (doing business as CDC Exports) (the "Purchaser"), Wabush Iron Co. Limited ("Wabush Iron") and Wabush Resources Inc. ("Wabush Resources") (Wabush Iron and Wabush Resources collectively, the "Sellers").

WHEREAS the Purchaser and the Sellers have entered into that certain Sale of Goods Agreement dated September 30, 2015 (the "Agreement");

AND WHEREAS the Purchaser and the Sellers intend, effective on the date hereof, to amend the Agreement by adjusting certain dates in respect of i) the release of the Deposit by the Monitor and ii) the conduct of Quality Testing by the Purchaser;

AND WHEREAS, each capitalized term used herein and defined in the Agreement, but not otherwise defined herein, shall have the meaning given to such term in the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

1. Amendments. The Agreement shall be amended as follows:
 - (a) The reference to "October 31, 2015" in subparagraph 2(b) is deleted and replaced by "November 30, 2015".
 - (b) The reference to "October 31, 2015" in subparagraph 2(c) is deleted and replaced by "November 30, 2015".
 - (c) The reference to "October 15, 2015" in paragraph 3 is deleted and replaced by "October 31, 2015".
2. References and Ratification. Any reference to the Agreement contained in any document or instrument executed in connection with the Agreement shall be deemed to be a reference to the Agreement as amended by this Amendment. Except as otherwise specifically provided herein, all terms and provisions of the Agreement are confirmed and ratified and shall remain in full force and effect and be unaffected hereby.
3. Governing Law. This Amendment shall be construed, performed and enforced in accordance with, and governed by, the laws of the province of Québec and the federal laws of Canada applicable therein.
4. Counterparts. This Amendment may be executed in any number of counterparts and by the undersigned in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page to this Amendment by any of the undersigned by facsimile or similar electronic means shall be as effective as delivery of a manually executed copy of this Amendment by such undersigned.


[signature page follows]



IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

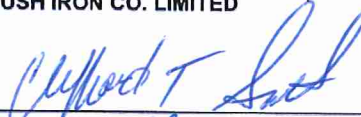
PURCHASER:

9108-7189 QUEBEC INC. (doing business as CDC Exports)

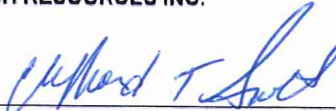
By: 
Name:
Title:

SELLERS:

WABUSH IRON CO. LIMITED

By: 
Name: Clifford Smith
Title: President

WABUSH RESOURCES INC.

By: 
Name: Clifford Smith
Title: President