

C A N A D A

PROVINCE OF QUÉBEC  
DISTRICT OF MONTREAL

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)

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**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

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**MOTION FOR AN ORDER APPROVING  
A SALE AND INVESTOR SOLICITATION PROCEDURE**  
(Section 11 *ff.* of the *Companies' Creditors Arrangement Act*)

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**TO THE HONORABLE STEPHEN W. HAMILTON, J.S.C. OR ONE OF THE HONORABLE  
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 (as amended on February 20, 2015 and as may be further amended from time to time, the "**Initial Order**") commencing these proceedings (the "**CCAA Proceedings**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") in respect of the Petitioners and the Mises-en-cause (collectively, the "**CCAA Parties**"), as appears from the Initial Order communicated herewith as **Exhibit R-1**.

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, as extended to April 30, 2015 (para. 8 *ff.* of the Initial Order).

## **2. ORDERS SOUGHT**

3. The Petitioners hereby seek the issuance of a SISP Approval Order substantially in the form of the draft Order communicated herewith as **Exhibit R-2** (the “**Draft SISP Approval Order**”), which provides for, *inter alia*,
  - a) approval of the Sale and Investor Solicitation Procedures communicated herewith as **Exhibit R-3** (the “**SISP**”) as it applies to the CCAA Parties; and
  - b) authorizing and directing the CCAA Parties, the Monitor, and the Sale Advisor (as defined below) to take such steps as they consider necessary or desirable in carrying out the SISP in accordance with its terms.

## **3. THE SISP<sup>1</sup>**

4. The CCAA Parties, in consultation with the Monitor and the Sale Advisor, have prepared a form of SISP which establishes a process for the solicitation of bidders interested in acquiring assets of the CCAA Parties (other than the Chromite Assets (as defined below)), Wabush Iron Co. Limited, Wabush Resources Inc., Arnaud Railway Company and Wabush Lake Railway Company, Limited (such other companies, collectively, the “**Non-CCAA Parties**”, and together with the CCAA Parties, collectively, the “**SISP Parties**”) or investing in one or more of the businesses of the SISP Parties.
5. Moelis & Company LLC (the “**Sale Advisor**”) was engaged by the SISP Parties to, among other things, assist in the implementation of the SISP. The Court’s approval of this engagement is sought pursuant to a separate motion returnable concurrently herewith.
6. The CCAA Parties are of the view that the process established by the SISP optimizes the chances of securing the best possible price for the assets for sale or the best possible investment in the businesses, all for the benefit of the CCAA Parties’ stakeholders as a whole.

### ***The Property and the Businesses subject to the SISP***

7. The property that is available for sale pursuant to the SISP (collectively, the “**Property**”) is comprised of substantially all the property, assets and undertaking of the CCAA Parties and the Non-CCAA Parties, which includes their interests in the Bloom Lake Mine, the Wabush Mine, the Wabush Railway, the Arnaud Railway, the Bloom Lake Railway, and the Pointe-Noire Port (each as defined below).

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<sup>1</sup> Capitalized terms found in the discussion of the SISP in this section 3 and not otherwise defined herein have the meanings ascribed to them in the SISP (Exhibit R-3).

8. The Businesses in which an investment may be made pursuant to the SISP are:
  - a) the business relating to the Bloom Lake Mine, the related port assets located in Pointe-Noire, Québec and the rail assets located in Newfoundland & Labrador (the “**Bloom Lake Business**”);
  - b) the business relating to the Wabush Mine (the “**Wabush Mine Business**”); and
  - c) the port facilities and related rail assets located in the Provinces of Newfoundland & Labrador and Québec owned by the Wabush Mines Joint Venture (the “**Port Business**”).
9. The Property and Businesses for sale or investment pursuant to the SISP do not include the assets of the SISP Parties related to the chromite mineral claims and the “Ring of Fire” projects or the related business of the CCAA Parties (the “**Chromite Assets**”), which are currently subject to a share purchase agreement, as described in a separate motion of the CCAA Parties returnable concurrently herewith.

### ***The Non-CCAA Parties***

10. The Non-CCAA Parties are not petitioners or mises-en-cause in these CCAA Proceedings, but are affiliates of the CCAA Parties and certain of their businesses and assets are subject to the SISP, for the reasons described below.
11. Wabush Iron Co. Limited (“**Wabush Iron**”) is an affiliate of the Petitioners. Wabush Resources Inc. (“**Wabush Resources**”) is a wholly-owned subsidiary of the Petitioner Cliffs Québec Iron Mining ULC.
12. Through their unincorporated joint venture, called the Wabush Mines joint venture (“**Wabush Mines JV**”), Wabush Resources and Wabush Iron own an iron ore mine and processing facility located near Wabush City and Labrador City, Newfoundland & Labrador in the Labrador Trough, known as the Wabush Mine (the “**Wabush Mine**”).
13. Wabush Mines JV also operated, through its managing agent, the port facilities located at Pointe-Noire, Québec in the Bay of Sept-Îles, Québec (the “**Pointe-Noire Port**”) and a pelletizer plant located in the Pointe-Noire Port.
14. Arnaud Railway Company is held by Wabush Iron and Wabush Resources. Its primary business was the operation of a common carrier railway (the “**Arnaud Railway**”) located in Québec, running from the junction (the “**Arnaud Junction**”) where it meets the Québec North Shore and Labrador Railway (the “**QNS&L Railway**”) north of the Town of Sept-Îles, Québec, to the Bay of Sept-Îles, Québec.
15. Wabush Lake Railway Company, Limited is also held by Wabush Iron and Wabush Resources. Its primary business was the operation of a common carrier railway (the “**Wabush Railway**”) located in Newfoundland & Labrador, running between Labrador City and Wabush City, where it interchanges with the QNS&L Railway.
16. Iron ore concentrate mined from the Wabush Mine was transported by rail along the Wabush Railway, to the QNS&L Railway connection at Wabush City, then along the

QNS&L Railway to Arnaud Junction, and then along the Arnaud Railway for delivery to the Pointe-Noire Port, ultimately for shipping to Wabush Mine's customers.

17. As described in greater detail in the CCAA Parties' *Motion for the Issuance of an Initial Order* dated January 26, 2015 and previously filed in these CCAA Proceedings, certain of the CCAA Parties own a mine located north of Fermont, Quebec in the Labrador Trough known as the Bloom Lake Mine (the "**Bloom Lake Mine**") and a short-line railway (the "**Bloom Lake Railway**") located in Newfoundland & Labrador which connects the Bloom Lake Mine to the QNS&L Railway.
18. Similar to the shipping route for the Wabush Mine, iron ore concentrate mined from the Bloom Lake Mine was transported by rail along the Bloom Lake Railway, to the QNS&L Railway, then along the QNS&L Railway to Arnaud Junction, and then along the Arnaud Railway for delivery to the Pointe-Noire Port, ultimately for shipping to Bloom Lake Mine's customers.
19. Given the rail transportation system and shipping mechanics described above, the Businesses and Property of the CCAA Parties and Non-CCAA Parties included in the SISP are related and interdependent.
20. Accordingly, the CCAA Parties are of the view that interested parties may wish to acquire either the Bloom Lake Business, the Wabush Mine Business or the Port Business, or any combination thereof, *en bloc*, and that such sales may be the best way for the CCAA Parties to maximize the value of their businesses and assets.
21. The SISP also provides the flexibility for interested parties to submit bids for parts of the Property or Businesses ("**Portion Bids**") which, taken together or separately, may be superior to *en bloc* bids. The SISP permits the SISP Parties to pursue one or more of such Portion Bids in such circumstances in order to maximize value for their stakeholders.

### ***The SISP Procedures***

22. In summary, the SISP has three phases:
  - a) The first phase contemplates delivery of non-binding letters of intent by May 19, 2015.
  - b) Parties that submit letters of intent that meet certain criteria will be invited to submit binding offers in the second phase by a date to be set by the SISP Parties in consultation with the Sale Advisor and the Monitor.
  - c) Parties that submit binding offers that meet certain criteria will be invited to participate in an Auction where each participating bidder will have the opportunity to submit an Overbid in each round of bidding.
23. Ultimately, the SISP contemplates that one or more Successful Bids will be selected by the SISP Parties to be pursued. Any Successful Bid which relates to any assets or Businesses of the CCAA Parties will be submitted to the Court for approval. The SISP contemplates that any other entities, including the Non-CCAA Parties, may be added from time to time as petitioners or mises-en-cause in the CCAA Proceedings and in such

circumstances, any Successful Bid in respect of such entities would also be subject to Court approval.

24. As noted in the SISP (Exhibit R-3), the purpose of the SISP procedures set forth therein is to describe, *inter alia*:
- a) the Property available for sale, as more particularly described in the Teaser Letter and the Summary of Businesses, and the manner in which the opportunity for an investment in the Businesses through a Plan sponsorship can be obtained;
  - b) the manner in which Prospective Bidders may gain access to or continue to have access to due diligence materials concerning the Property, the SISP Parties and the Businesses and time lines applicable thereto;
  - c) the manner in which Prospective Bidders may submit an LOI for all or substantially all of the Businesses or any part thereof;
  - d) the manner in which Qualified Phase I Bidders may submit a binding offer for all or substantially all of the Businesses or any part thereof;
  - e) the manner in which Qualified Phase I Bidders become Qualified Bidders and bids become Qualified Bids and the process for the receipt and negotiation of Qualified Bids and Qualified Portion Bids and the timelines applicable thereto;
  - f) the manner in which one or more Auctions may be held in the event that more than one Qualified Bid is received;
  - g) the process for the ultimate selection of one or more Successful Bids; and
  - h) the process for the SISP Parties to seek the Court's approval of one or more Successful Bids.
25. The process set out by the SISP (Exhibit R-3) can be summarized as follows.<sup>2</sup>
- a) The SISP Parties, with the assistance of the Sale Advisor and in consultation with the Monitor, will compile a listing of prospective purchasers and investors and will then use reasonable efforts to contact the parties identified therein as well as any additional parties.
  - b) Prospective Bidders will have the opportunity to submit a Sale Proposal (to purchase some or all of the SISP Parties' Property) or make a Plan Sponsorship Proposal, the whole on an "as is, where is" basis.
  - c) The SISP Parties, with the assistance of the Sale Advisor and in consultation with the Monitor, will prepare a Teaser Letter and send it to all Prospective Bidders. Prospective Bidders are required to sign a Confidentiality Agreement ("CA") in order to gain access to confidential information (including access to an electronic data room) for the purposes of performing due diligence.

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<sup>2</sup> For a complete view of this process, please see the SISP (Exhibit R-3).

- d) Prospective Bidders who have signed a CA must provide the Sale Advisor with a non-binding LOI by 5:00 p.m. (Montréal time) on Tuesday, May 19, 2015.<sup>3</sup>
- e) The SISP Parties, in consultation with the Sale Advisor and the Monitor will review the LOIs and, following discussion and clarification (if any) of the terms thereof, determine which Prospective Bidders will be invited to submit binding offers. Any party so invited will be considered a “Qualified Phase I Bidder”. The Sale Proposal LOI Criteria and Plan Sponsorship Proposal LOI Criteria are meant to ensure that only reasonably certain, credible offers are eligible to advance as Qualified Phase I Bidders to the second phase of bidding.
- f) In order to preserve flexibility, the CCAA Parties may, at any time prior to the Bid Deadline, bring a motion to seek approval of a “stalking horse” in respect of some or all of the Property and related amendments to the SISP. If any purchase agreement is approved by the Court for use as a “stalking horse”, the SISP Parties or the Sale Advisor will provide written notice of same to all Qualified Phase I Bidders.
- g) Qualified Phase I Bidders must provide the Sale Advisor with a binding Sale Proposal or Investment Proposal by the date or dates which will be determined by the applicable SISP Parties, in consultation with the Sale Advisor and the Monitor, or as may be fixed by the Court. Once determined, the Sale Advisor will provide written notice of the Bid Deadline(s) to all Qualified Phase I Bidders and notice of the Bid Deadline(s) will be posted on the Monitor’s Website.
- h) Binding offers must be open for acceptance until closing of the transaction with the Successful Bidder and be accompanied by a cash deposit in an amount equal to 5% of the proposed cash purchase price (if a Sale Proposal) or consideration to be available for distribution to creditors (if a Plan Sponsorship Proposal). Deposits will be held by the Monitor and refunded to all bidders that are not deemed to be the Successful Bidder with respect to a particular Business following the closing of the transaction with the Successful Bidder.
- i) The SISP Parties, in consultation with the Sale Advisor and the Monitor will review the binding offers and, following discussion and clarification (if any) of the terms thereof, determine whether it would be in the best interests of the applicable SISP Parties to pursue a transaction on the terms set out therein.
- j) If it is determined that only one Qualified Bid was received with respect to a Business that is in the best interests of the applicable SISP Parties, the applicable SISP Parties may accept such Qualified Bid as the Successful Bid and take the necessary steps to finalize an agreement with the Successful Bidder.
- k) If it is determined that more than one Qualified Bid was received with respect to a Business that are in the best interests of the applicable SISP Parties, the applicable SISP Parties will conduct one or more Auctions with respect to one or

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<sup>3</sup> Each date specified in the SISP may be extended as the SISP Parties, in consultation with the Monitor, may determine appropriate, or as this Honourable Court may order.

more Businesses to determine the highest and/or best Sale Proposal or Plan Sponsorship Proposal or combination thereof.

- l) If conducted, the Auction or Auctions will be held on a date to be determined by the applicable SISP Parties, in consultation with the Sale Advisor and the Monitor, or as fixed by the Court. Notice of the place and date of any Auction will be delivered to all Auction Bidders by the Sale Advisor not less than three Business Days before the date of the Auction.
- m) If conducted, the Auction or Auctions will be conducted in accordance with the following procedures:
  - i) The applicable SISP Parties and their advisors will direct and preside over the Auction. The only people permitted to attend the Auction will be the authorized representatives of the SISP Parties, the Sale Advisor, the Monitor and each "Auction Bidder" (being a Qualified Bidder who was determined by the SISP Parties, in consultation with the Sale Advisor and the Monitor, to be entitled to participate in the Auction);
  - ii) Bidding at the Auction will be conducted in rounds. All bids made at the Auction will be made on an open, non-confidential basis;
  - iii) The highest and/or best Qualified Bid received by the Bid Deadline (as determined by the applicable SISP Parties, in consultation with the Sale Advisor, and the Monitor) will be the Opening Bid for the first round of the Auction;
  - iv) Each Auction Bidder will have the opportunity to submit an "Overbid," meaning that the proposed purchase price or consideration to be allocated to creditors must be at least a certain "Minimum Overbid Increment" higher than the purchase price or consideration to be allocated to creditors proposed in the Opening Bid;
  - v) Each subsequent round of bidding at the Auction will commence with the highest and/or best Overbid submitted in the prior round (as determined by the applicable SISP Parties, in consultation with the Sale Advisor and the Monitor, following discussion and clarification (if any) of the terms thereof);
  - vi) Each Auction Bidder (other than a Qualified Portion Bidder) must participate in a round of the Auction in order to be entitled to participate in the next round; and
  - vii) In any round of the Auction, if no new Overbid is made, the Auction will be closed and the last Opening Bid will be accepted as the Successful Bid.
- n) The SISP Parties may treat a combination of non-overlapping Portion Bids as one "Opening Bid" or "Overbid" in the Auction, and may accept a combination of non-overlapping Portion Bids as a "Successful Bid".

- o) Upon accepting a Successful Bid that is in respect of any of the CCAA Parties' Businesses or Property, the applicable CCAA Parties will apply to this Honourable Court, with at least ten (10) days' notice to the Service List, for an order approving such Successful Bid and authorizing the applicable CCAA Parties to consummate the transaction contemplated therein.
  - p) If at any point during the SISP process, any of the CCAA Parties (in consultation with the Sale Advisor and the Monitor) determine that it will not be in the best interests of all or any of the CCAA Parties to continue with the SISP, the applicable CCAA Parties will return to Court to seek advice and directions, on notice to the Service List. A SISP Party that is not a CCAA Party may terminate the SISP with respect to its Property and Business at any time.
26. The CCAA Parties are of the view that the SISP provides the best opportunity to protect the interests of the CCAA Parties' stakeholders and for the CCAA Parties to maximize recoveries for their stakeholders. The SISP requires consultation with the Monitor throughout the process.
27. In particular, the process set out by the SISP provides for, *inter alia*:
- a) fairness, transparency and integrity;
  - b) commercial efficacy;
  - c) the flexibility necessary to accommodate the broad range of possible bids, given the nature of the SISP Parties' Businesses and Property;
  - d) maximization of the chances of securing the best possible value for the CCAA Parties' Property or the maximum possible investment in the CCAA Parties' Businesses.

***Contractual Rights relating to the SISP***

28. Pursuant to various contracts, certain of the SISP Parties' contractual counterparties (the "**Contractual Rights Holders**") hold contractual purchase options, rights of first refusal, rights of first offer, consent rights and/or transfer restrictions (collectively, the "**Contractual Rights**") in respect of various subsets of the Property.
29. The assets over which each Contractual Right was granted vary. In general, such assets are shares of partially-owned subsidiaries, limited partnership units, certain immovable property, or certain equipment and other personal property.
30. The events that may trigger a Contractual Right also vary. For example, certain of the Contractual Rights are triggered only upon the receipt of an offer to purchase the relevant subset of Property, or upon termination of a particular agreement.
31. The SISP Parties are of the view that fully honouring these Contractual Rights would impair their ability to maximize the value of their Businesses and Property for the benefit of their stakeholders, as it would have a chilling effect on other potentially interested parties.



32. The SISP Parties are of the view that the SISP reflects a reasonable accommodation of the Contractual Rights in the circumstances:
- a) All Contractual Rights Holders will be on the list of Prospective Bidders to be developed for the purposes of the SISP. Each Contractual Rights Holder will therefore have the opportunity to make an offer to purchase some or all of the SISP Parties' Property or invest in their Businesses;
  - b) If a Contractual Rights Holder participates in the SISP and becomes qualified as an Auction Bidder, the Auction provides the opportunity for the Contractual Rights Holder to review the Opening Bid and to make an Overbid in each round; and
  - c) Depending on the outcome of the SISP and the terms of any Successful Bid, some or all Contractual Rights may not be triggered.

33. All Contractual Rights Holders will receive notice of this Motion.

#### **4. SERVICE AND PROCEDURAL MATTERS**

34. 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 parties on the service list. Each motion must specify a date (the "**Initial Return Date**") and time (the "**Initial Return Time**") for the hearing.

35. The service of the present Motion serves as notice pursuant to paragraph 54 of the Initial Order.

36. Paragraph 55 of the Initial Order requires that any party wishing to object to the relief sought on a motion in these 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 parties 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.

37. 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.

#### **5. CONCLUSIONS**

38. In light of the foregoing, the CCAA Parties hereby respectfully seek the issuance of an Order substantially in the form of the Draft SISP Approval Order (Exhibit R-2), which provides for the Court's approval of the terms of the SISP (Exhibit R-3) as it relates to the CCAA Parties, and authorizes and directs the CCAA Parties, the Monitor, and the

Sale Advisor to take such steps as they consider necessary or desirable in carrying out the SISP in accordance with its terms.

39. The CCAA Parties submit further that the notices given of the presentation of the present Motion are proper and sufficient.
40. The Monitor supports the present Motion generally, and the terms of the SISP specifically.
41. The present Motion is well founded in fact and in law.

**FOR THESE REASONS, MAY IT PLEASE THE COURT TO:**

**GRANT** the present Motion;

**ISSUE** an order substantially in the form of the Draft SISP Approval Order (Exhibit R-2) communicated in support hereof;

**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, **P. KELLY TOMPKINS**, the 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 *Motion for an Order Approving a Sale and Investor Solicitation Procedure* are true.

AND I HAVE SIGNED:

  
\_\_\_\_\_  
**P. KELLY TOMPKINS**

SOLEMNLY DECLARED before me  
at Cleveland, Ohio, on this 6<sup>th</sup> day of April,  
2015

  
\_\_\_\_\_  
Notary Public



**ADAM D. MUNSON, Atty.**  
NOTARY PUBLIC  
STATE OF OHIO  
My Commission Has No  
Expiration Date  
Section 147.03 R.C.

**NOTICE OF PRESENTATION**

**TO: Service List  
ArcelorMittal Dofasco Inc.  
Administration Portuaire de Sept-Iles  
Transport Canada  
Iron Ore Company of Canada  
Churchill Falls (Labrador) Corporation Limited  
Minerals Corporation Limited of Wuhan Iron and Steel (Group)  
Wugang Canada Resources Investment Limited  
ArcelorMittal Mining Canada G.P.  
8109796 Canada Inc.**

**TAKE NOTICE** that the present *Motion for an Order Approving a Sale and Investor Solicitation Procedure* will be presented for adjudication before the Honourable Stephen W. Hamilton, J.S.C., or another of the honourable judges of the 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 3:00PM**, 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

**SUPERIOR COURT**

Commercial Division

(Sitting as a court designated pursuant to the *Companies'*  
*Creditors Arrangement Act*, R.S.C., c. 36, as amended)

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N°: 500-11-048114-157

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**BLOOM LAKE GENERAL PARTNER LIMITED,  
QUINTO MINING CORPORATION,  
8568391 CANADA LIMITED,  
and  
CLIFFS QUÉBEC IRON MINING ULC**

Petitioners

and

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

-and-

**BLOOM LAKE RAILWAY COMPANY LIMITED**

Mises-en-cause

and

**FTI CONSULTING CANADA INC.**

Monitor

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**LIST OF EXHIBITS**

(In support of CCAA Parties' Motion for an Order approving a  
Sale and Investor Solicitation Procedure)

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- R-1 Initial Order
- R-2 Draft SISP Approval Order
- R-3 Sale and Investor Solicitation Procedure

Montréal, April 2 , 2015

  
**BLAKE, CASSELS & GRAYDON LLP**  
Attorneys for the CCAA Parties