

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTREAL

N^o: 500-11-048114-157

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

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

BLOOM LAKE GENERAL PARTNER LIMITED

QUINTO MINING CORPORATION

8568391 CANADA LIMITED

CLIFFS QUEBEC IRON MINING ULC

Petitioners

-and-

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

BLOOM LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

-and-

8109796 CANADA INC.

Mise-en-cause

**MOTION FOR AN ORDER APPROVING THE LEASE OF CERTAIN PROPERTY BY THE
PETITIONER 8568391 CANADA INC.**

(Section 11 ff. of the *Companies' Creditors Arrangement Act*)

**TO THE HONOURABLE STEPHEN W. HAMILTON, J.S.C. OR ONE OF THE HONOURABLE
JUDGES OF THE SUPERIOR COURT, SITTING IN THE COMMERCIAL DIVISION FOR THE
DISTRICT OF MONTREAL, THE CCAA PARTIES (AS DEFINED BELOW) SUBMIT:**

1. BACKGROUND

1. On January 27, 2015, Mr. Justice Martin Castonguay, J.S.C., issued an Initial Order pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") in respect of the Petitioners and the Mises-en-cause The Bloom Lake Iron Ore Mine Limited Partnership and Bloom Lake Railway Company Limited (the "**CCAA Parties**"), as appears from the Court record.
2. Pursuant to the Initial Order, *inter alia*, FTI Consulting Canada Inc. was appointed as monitor of the CCAA Parties (the "**Monitor**") (para. 39 of the Initial Order) and a stay of proceedings was ordered until February 26, 2015 (the "**Stay Period**") (para. 8 *ff.* of the Initial Order).
3. On February 20, 2015, Mr. Justice Stephen Hamilton, J.S.C., issued an Amended Initial order (the "**Initial Order**"¹) in respect of the CCAA Parties, by which *inter alia* the extension of the Stay Period in respect of the CCAA Parties was extended until April 30, 2015 and allowed the CCAA Charges to rank ahead of all Encumbrances affecting the Property, as appears from the Initial Order communicated herewith as **Exhibit R-1**.
4. Paragraph 33(c) of the Initial Order provides the CCAA Parties with the right to, *inter alia*, lease the Property with the approval of the Monitor, but only to the extent that the price (or consideration) does not exceed \$100,000 or \$1,000,000 in the aggregate.
5. The CCAA Parties are hereby seeking authorization and approval from this Court for the Petitioner 8568391 Canada Inc. (the "**Landlord**") to enter into a lease agreement in respect of certain portions of the ArcelorMittal Mining Camp for a price in excess of these limits, the whole as more fully described below.
6. Pursuant to paragraph 54 of the Initial Order, all motions in these CCAA proceedings are to be brought on not less than ten (10) calendar days' notice to all Persons on the service list. Each motion must specify a date (the "**Initial Return Date**") and time (the "**Initial Return Time**") for the hearing.
7. The service of the present Motion serves as notice pursuant to paragraphs 54 of the Initial Order.
8. Paragraph 55 of the Initial Order requires that any Person wishing to object to the relief sought on a motion in the CCAA Proceedings must serve responding motion materials or a notice stating the objection to the motion and the grounds for such objection (a "**Notice of Objection**") in writing to the moving party, the CCAA Parties and the Monitor, with a copy to all Persons on the service list, no later than 5 p.m. Montreal time on the date that is four (4) calendar days prior to the Initial Return Date (the "**Objection Deadline**"). Accordingly, any parties wishing to object to the relief sought on this Motion must serve responding motion materials or a Notice of Objection no later than 5 p.m. Montreal time on April 10, 2015.

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

9. Paragraph 56 of the Initial Order further provides that if no Notice of Objection is served by the Objection Deadline, the Judge having carriage of the motion may determine whether a hearing is necessary, whether such hearing will be in person, by telephone or in writing and the parties from whom submissions are required (collectively, the "**Hearing Details**"). Paragraph 57 provides that the Monitor shall communicate with the Judge and the service list with respect to the Hearing Details.

2. THE LANDLORD'S INTEREST IN THE LEASED PROPERTY

10. The Landord is the registered owner, as nominee, prête-nom and mandatary of Cliffs Quebec Iron Mining ULC ("**CQIM**"), of the buildings and related assets located at Mont Wright near the Bloom Lake Mine, known as the ArcelorMittal Mining Camp.
11. The ArcelorMittal Mining Camp consists of various buildings including 792 rooms for employee housing, a cafeteria, kitchen, gym and lockers and infrastructure related thereto.
12. The registered owner of the land where the ArcelorMittal Mining Camp is located is Mise-en-cause 8109796 Canada Inc. (the "**Tenant**"), as nominee, prête-nom and mandatary of ArcelorMittal Mining Canada G.P. ("**ArcelorMittal**").
13. Until it was suspended by CQIM effective February 5, 2015, the ArcelorMittal Mining Camp was subject to a services agreement with ArcelorMittal that, among other things, permitted ArcelorMittal to use rooms in the building as temporary housing for its own employees.
14. With the Bloom Lake Mine being put into care and maintenance mode and a significant number of the Bloom Lake Mine's employees terminated or subject to lay off, there was no longer the need for all of its facilities at Mont Wright and the Landlord and CQIM entered into discussions with ArcelorMittal for the lease of the facilities by ArcelorMittal.
15. CQIM and ArcelorMittal entered into a letter of intent for a lease agreement dated January 29, 2015 (the "**LOI**") and temporary month to month arrangements during the period that the parties were negotiating the terms of an acceptable lease agreement. Although the LOI formally expired on March 2, 2015, the parties continued to negotiate, culminating in the Lease sought for approval on this Motion.

3. THE LEASE

16. On March 30, 2015, an agreement entitled Mount-Wright Camp Lease Agreement (the "**Lease**") was entered into between the Landlord, as landlord, and The Tenant acting as nominee, prête-nom and mandatary of ArcelorMittal, as tenant, in respect of certain portions of the ArcelorMittal Mining Camp as more fully described in the Lease (the "**Leased Premises**"), the whole as appears from a copy of the Lease communicated herewith as **Exhibit R-2**.
17. The Lease provides, *inter alia*, that the Leased Premises shall be used to provide lodging and related and accessory services to the Tenant's employees.
18. The term of the Lease is twenty-four (24) months (the "**Term**") terminating on January 31, 2017, unless sooner terminated order extended pursuant to the provisions of the

Lease, which provide that the Tenant (or an Affiliate of the Tenant, as defined in the Lease) shall have three (3) options to renew the Lease with respect to all or any portion of the Lease Premises, each for a period of twelve (12) months (each, a "**Renewal Option**").

19. The Lease is terminable by either the Landlord or the Tenant on 90-days' notice, and the Tenant agrees to surrender the Leased Premises to the Landlord at the end of the notice period.
20. The net rent for the Term and for each Renewal Option is \$1,200,000 per annum, payable in monthly payments of \$100,000, with monthly instalments to increase to \$150,000 upon the occurrence of certain events. These payments are not inclusive of Taxes (as defined in the Lease), which are to be paid by the Tenant.
21. The rent payments and the terms of the Lease were negotiated at arm's length.
22. Given the location of the Leased Premises, no persons other than the CCAA Parties (including a future owner or operator of the Bloom Lake Mine) and the Tenant would have any use for the Leased Premises.
23. If the Landlord were not to lease the Leased Premises to the Tenant pursuant to the Lease, the Leased Premises would remain empty and CQIM would have to continue to bear the costs of maintaining them.
24. The CCAA Parties believe that entering into the Lease constitutes the most effective way of realizing cashflow from the Leased Premises, for the ultimate benefit of the CCAA Parties' creditors and other stakeholders.
25. The terms of the Lease, including the termination rights, were negotiated such that the Lease would not be prejudicial to the sale process to be formally entered into shortly by the CCAA Parties.
26. The Lease is conditional on the prior approval of this Court in accordance with paragraph 33(c) of the Initial Order.
27. The CCAA Parties are informed that the Monitor supports this Motion and that it will submit to this Court a report recommending approval by the Court of the entering into of the Lease by the Landlord.

4. CONCLUSIONS

28. In light of the foregoing, and on being advised that the Monitor supports the relief sought on this Motion, the CCAA Parties hereby respectfully seek the issuance of an Order substantially in the form of the draft Order communicated herewith as **Exhibit R-3**, which provides for, *inter alia*:
 - b) the approval of the Lease (Exhibit R-2); and
 - c) the authorization of the Landlord and the Monitor to take any steps and execute any documents necessary to meet the conditions set out in the Lease and to render the Lease effective pursuant to its terms.

29. The CCAA Parties submit that the notices given of the presentation of the present Motion are proper and sufficient.
30. The Monitor has been kept apprised of the discussions leading to the execution of the Lease and has confirmed to the CCAA Parties that it supports the present Motion, and it will submit to the Court a report concerning same.
31. The present Motion is well-founded in fact and in law.

FOR THESE REASONS, MAY IT PLEASE THE COURT TO:

GRANT the present Motion;

APPROVE the Mount-Wright Camp Lease Agreement dated March 20, 2015, between 8568391 Canada Inc., as landlord, and 8109796 Canada Inc., as tenant (the "**Lease**", Exhibit R-2);

AUTHORIZE 8568391 Canada Inc. and the Monitor to take any steps and execute any documents necessary to meet the conditions set out in the Lease and to render the Lease effective pursuant to its terms;

ORDER the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security;

ISSUE an order in the form of the draft Order communicated in support hereof as Exhibit R-3;

WITHOUT COSTS, save and except in case of contestation.

Montréal, April 1, 2015


BLAKE, CASSELS & GRAYDON LLP
Attorneys for the CCAA Parties

AFFIDAVIT

I, the undersigned, **CLIFFORD T. SMITH**, the Executive Vice-President and a director of the Petitioners, Bloom Lake General Partner Limited and Cliffs Québec Iron Mining ULC, having a place of business at 1155 Rue University, Suite 508, in the city and district of Montréal, Québec, solemnly affirm that all the facts alleged in the present *Motion for an Order Approving the Lease of Certain Property by the Petitioner 8568391 Canada Inc.* are true.

AND I HAVE SIGNED:



CLIFFORD T. SMITH

SOLEMNLY DECLARED before me
at Cleveland, Ohio
this 13th, day of April, 2015



Notary Public



ROSEMARY HAUSWALD
NOTARY PUBLIC

STATE OF OHIO

My Comm. Expires 10-7-15

NOTICE OF PRESENTATION

TO: Service List

and 8109796 Canada Inc.
1801 McGill College Avenue
Suite 1400
Montréal (Québec) H3A 2N4

TAKE NOTICE that the present *Motion for an Order Approving the Lease of Certain Property by the Petitioner 8568391 Canada Inc.* will be presented for adjudication before the Honourable Stephen W. Hamilton, J.S.C., or another of the honourable judges of the Quebec Superior Court, Commercial Division, sitting in and for the district of Montreal, in the Montreal Courthouse located at 1, Notre-Dame Street East, Montréal, Québec, on **April 17, 2015, at 3:00PM** in a room to be determined.

DO GOVERN YOURSELF ACCORDINGLY.

Montréal, April 1, 2015



BLAKE, CASSELS & GRAYDON LLP
Attorneys for the CCAA Parties

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

SUPERIOR COURT

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**BLOOM LAKE GENERAL PARTNER LIMITED,
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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

and

8109796 CANADA INC.

Mise-en-cause

LIST OF EXHIBITS

(In support of the Motion for an Order approving the lease of certain property
by the Petitioner 8568391 Canada Inc.)

R-1 Initial Order

R-2 Lease Agreement

R-3 Draft Order

Montréal, April 1, 2015



BLAKE, CASSELS & GRAYDON LLP

Attorneys for the CCAA Parties

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PROVINCE OF QUÉBEC

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Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

**SERVICE LIST
(UPDATED AS OF MARCH 31, 2015 – 6:11PM)**

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

<p>9201955 Canada Inc.</p> <p><i>Bennett Jones LLP</i> 3400 One First Canadian Place, P.O. Box 130, Toronto, ON, M5X 1A4</p> <p>Att.: Sean Zweig; Linda Missetich Dann</p> <p>Email: zweigs@bennettjones.com MissetichDannL@bennettjones.com</p>	<p>Administration Portuaire de Sept-îles</p> <p><i>Fasken Martineau</i> PO Box 242, The Stock Exchange Tower 800 Victoria Place, Suite 3700 Montréal, QC H4Z 1E9</p> <p>Attention: Luc Morin Guillaume-Pierre Michaud</p> <p>Email: lmorin@fasken.com gmichaud@fasken.com</p>
<p>Air Inuit Ltd.</p> <p><i>Langlois Kronström Desjardins LLP</i> 1002 Sherbrooke Street West, 28th Floor, Montreal, Québec</p> <p>Attention: Gerry Apostolatos Pascal Archambault</p> <p>Email: gerry.apostolatos@lkd.ca pascal.archambault@lkd.ca</p>	<p>Bank of America</p> <p><i>Osler, Hoskin & Harcourt LLP</i> 1000 De La Gauchetière Street West, Suite 2100 Montréal QC H3B 4W5</p> <p>Attention: Martin Desrosiers</p> <p>Email: mdesrosiers@osler.com</p>
<p>Beumer Corporation</p> <p><i>Fasken Martineau</i> PO Box 242, The Stock Exchange Tower 800 Victoria Place, Suite 3700 Montréal, QC H4Z 1E9</p> <p>Attention: Annie Bernard Brandon Farber</p> <p>Email: abernard@fasken.com bfarber@fasken.com</p>	<p>BTMU Capital Leasing & Finance Inc.</p> <p><i>McMillan</i> TD Canada Trust Tower 421 – 7th Avenue S. W., Suite 1700 Calgary, AB T2P 4K9</p> <p>Attention : Marc-Elie Scott</p> <p>Email : marc-elie.scott@mcmillan.ca</p>
<p>Caterpillar Financial Services Limited</p> <p><i>Miller Thomson SENCRL / LLP</i> 1000, rue De La Gauchetière Ouest, Suite 3700 Montréal (Québec) H3B 4W5</p> <p>Attention : Michel La Roche</p> <p>Email : mclaroche@millerthomson.com</p>	<p>City of Fermont</p> <p><i>Cain Lamarre Casgrain Wells S.E.N.C.R.L.</i> 255, rue Racine Est, bureau 600, case postale 5420 Chicoutimi (Québec) G7H 6J6</p> <p>Attention : François Bouchard</p> <p>Email : francois.bouchard@clcw.qc.ca</p>

<p>Construction L.F.G. Inc.</p> <p><i>Avocats BSL Inc.</i> 160 rue de l'Évêché West, Suite 202 Rimouski, QC G5L 4H9</p> <p>Attention : Chantal Gagnon Email : cgagnon@avocatsbsl.com</p>	<p>CSL Group Inc.</p> <p><i>Davies Ward Philips & Vineberg LLP</i> 155 Wellington Street West Toronto, ON M5V 3J7</p> <p>Attention: Robin Schwill Email: rschwill@dwvpv.com</p> <p>With a copy to: Julie Lambert, Assistant General Counsel</p> <p>Email: julie.lambert@cslships.com</p>
	<p>Dexter Québec Inc.</p> <p><i>Fasken Martineau</i> PO Box 242, The Stock Exchange Tower 800 Victoria Place, Suite 3700 Montréal, QC H4Z 1E9</p> <p>Attention : Brandon Farber Email : bfarber@fasken.com</p>
<p>DVB Bank S.E.</p> <p><i>Bennett Jones LLP</i> Ben 4500 Bankers Hall East, 855 2nd Street S.W. Calgary, Alberta T2P 4K7</p> <p>Att.: Patrick J. Brennan Email: brennanp@bennettjones.com</p>	<p>Dynamitage Castonguay Ltée</p> <p><i>Hackett Campbell Bouchard s.e.n.c.</i> 80 rue Peel, Sherbrooke QC J1H 4K1</p> <p>Attention: Me Julien Collin-Piché Email: julien.collin@hcblegal.com</p>
<p>Gérald Leblond Ltée</p> <p><i>Avocats BSL Inc.</i> 160 rue de l'Évêché West, Suite 202 Rimouski, QC G5L 4H9</p> <p>Attention: Chantal Gagnon Fax: 418-722-9601 Email: cgagnon@avocatsbsl.com</p>	<p>Government of Newfoundland and Labrador</p> <p><i>Department of Justice and Public Safety</i></p> <p>Attention: Todd Stanley, Assistant Deputy Minister – Courts and Legal Services</p> <p>Email: toddstanley@gov.nl.ca</p> <p>Tel. : 709.729.2880 Fax : 709.729.2129</p>
<p>Groupe Unnu-EBC s.e.n.c.</p> <p><i>Borden Ladner Gervais</i> 1000 De La Gauchetière Street West, Suite 900 Montréal, QC H3B 5H4</p> <p>Attention: Gabriel Lefebvre Simon-Luc Dallaire Francois Gagnon</p> <p>Email: GLefebvre@blg.com sdallaire@blg.com fgagnon@blg.com</p>	

<p>KeyBank National Association</p> <p>127 Public Square Second Floor, Cleveland, Ohio 44114-1306</p> <p>Attention: Michael A. Axel, Esq. Senior Vice President & Senior Counsel</p> <p>Email: michael_axel@keybank.com</p>	<p>Kilotech Contrôle Inc.</p> <p><i>Simard Boivin Lemieux</i> 1700 Talbot Blvd., Suite 420 Chicoutimi, QC G7H 7Y1</p> <p>Attention: Alain Provencher</p> <p>Email: a.provencher@sblavocats.com</p>
<p>Maxam Explosives, Inc.</p> <p><i>Fasken Martineau</i> PO Box 242, The Stock Exchange Tower 800 Victoria Place, Suite 3700 Montréal, QC H4Z 1E9</p> <p>Attention : Brandon Farber</p> <p>Email : bfarber@fasken.com</p>	<p>Metso Shared Services Ltd.</p> <p><i>Langlois Kronström Desjardins LLP</i> 1002 Sherbrooke Street West, 28th Floor, Montreal, Québec</p> <p>Attention: Gerry Apostolatos Pascal Archambault</p> <p>Email: gerry.apostolatos@lkd.ca pascal.archambault@lkd.ca</p>
<p>Ministère de la Justice du Québec</p> <p><i>Procureure générale du Québec</i> Direction du contentieux 1 rue Notre-Dame Est, #8.00 Montréal (QC) H2Y 1B6</p> <p>Attention : Marie-Claude Falardeau</p> <p>Email : marie-claude.falardeau@justice.gouv.qc.ca</p>	<p>Quebec North Shore and Labrador Railway Company Inc.</p> <p><i>Langlois Kronström Desjardins LLP</i> 1002 Sherbrooke Street West, 28th Floor, Montreal, Québec</p> <p>Attention: Gerry Apostolatos Dimitri Maniatis Daniel Baum</p> <p>Email: gerry.apostolatos@lkd.ca dimitri.maniatis@lkd.ca daniel.baum@lkd.ca</p>

<p>Regions Commercial Equipment Finance LLC <i>BCF s.e.n.c.r.l. / LLP</i> 1100, boulevard René-Lévesque Ouest, 25e étage, Montréal (Québec) H3B 5C9 CANADA</p> <p>Attention : Antoine Leduc Gary Rivard</p> <p>Email : Antoine.Leduc@bcf.ca gary.rivard@bcf.ca</p> <p>KRIEG DEVAULT LLP One Indiana Square Suite 2800, Indianapolis IN USA 46204-2079</p> <p>Attention: Mark R. Wenzel Email: mwenzel@kdlegal.com</p>	<p>The Bank of Nova Scotia <i>Kugler Kandestin, LLP (Québec Counsel)</i> 1 Place Ville Marie, Suite 2101 Montréal, QC H3B 2C6</p> <p>Attention : Gerald F. Kandestin Tel : 514-878-2861 Fax : 514-875-8424 Email : gkandestin@kklex.com</p> <p>Attention: Jeremy Cuttler Tel: 514-878-2861 Fax: 514-875-8424 Email: jcuttler@kklex.com</p> <p><i>Cassels Brock LLP (Ontario Counsel)</i> Suite 2100, Scotia Plaza 40 King Street West Toronto, ON M5H 3C2</p> <p>Attention: Jonathan Fleisher Joseph J. Bellissimo Keri Wallace</p> <p>Email: jfleisher@casselsbrock.com jbellissimo@casselsbrock.com kewallace@casselsbrock.com</p>
<p>Tyco International du Canada Ltée (AKA SimplexGrinnell)</p> <p><i>Dunton Rainville S.E.N.C.R.L.</i> Tour de la Bourse, 43e étage 800, Square Victoria, C.P. 303 Montréal (Québec) H4Z 1H1</p> <p>Att. : Gilles Metcalfe</p> <p>Email : gmetcalfe@duntonrainville.com</p>	

<p>Wesco Distribution Canada LP</p> <p><i>Dunton Rainville S.E.N.C.R.L.</i> Tour de la Bourse, 43e étage 800, Square Victoria, C.P. 303 Montréal (Québec) H4Z 1H1</p> <p>Attention: Thomas Cliche</p> <p>Email : TCliche@DuntonRainville.com</p>	<p>Worldlink Resources Limited</p> <p><i>Clifford Chance Europe LLP</i> 9 Place Vendome. CS 50018 75038 Paris Cedex 01, France</p> <p>Attention: Audley Sheppard Simon Greenberg Karolina Rozycka</p> <p>Email: audley.sheppard@cliffordchance.com simon.greenberg@cliffordchance.com karolina.rozycka@cliffordchance.com</p> <p><i>BCF Business Law</i> 25th Floor 1100 René-Lévesque Blvd. West Montréal, QC H3B 5C9</p> <p>Attention : Éric Ouimet Bertrand Giroux Frédéric Côté</p> <p>Email : eric.ouimet@bcf.ca bertrand.giroux@bcf.ca frederic.cote@bcf.ca</p> <p><i>Perley-Robertson, Hill & McDougall LLP/s.r.l.</i> Constitution Square, 400-340 Albert Street Ottawa, ON K1R 0A5</p> <p>Attention: Barry Leon John Siwiec R. Aaron Rubinoff Keith MacLaren</p> <p>Email: bleon@perlaw.ca jsiwiec@perlaw.ca arubinoff@perlaw.ca kmacLaren@perlaw.ca</p>
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Emails : bernard.boucher@blakes.com; sebastien.guy@blakes.com; steven.weisz@blakes.com; milly.chow@blakes.com; michael.mcgraw@blakes.com; nigel.meakin@fticonsulting.com; steven.bissell@fticonsulting.com; evan.cobb@nortonrosefulbright.com; sylvain.rigaud@nortonrosefulbright.com; chrystal.ashby@nortonrosefulbright.com; awinton@counsel-toronto.com; mgottlieb@counsel-toronto.com; gerry.apostolatos@lkd.ca; pascal.archambault@lkd.ca; mdesrosiers@osler.com; marc-elie.scott@mcmillan.ca; mlaroche@millerthomson.com; brennanp@bennettjones.com; dimitri.maniatis@lkd.ca; daniel.baum@lkd.ca; Antoine.Leduc@bcf.ca; gary.rivard@bcf.ca; mwenzel@kdlegal.com; gkandestin@kklex.com; jcuttler@kklex.com; jfleisher@casselsbrock.com; jbellissimo@casselsbrock.com; kewallace@casselsbrock.com; audley.sheppard@cliffordchance.com; simon.greenberg@cliffordchance.com; karolina.rozycka@cliffordchance.com; eric.ouimet@bcf.ca; bertrand.giroux@bcf.ca; frederic.cote@bcf.ca; bleon@perlaw.ca; jsiwiec@perlaw.ca; arubinoff@perlaw.ca; kmacLaren@perlaw.ca; abernard@fasken.com; bfarber@fasken.com; cgagnon@avocatsbsl.com; GLefebvre@blg.com; sdallaire@blg.com; fgagnon@blg.com; a.provencher@sblavocats.com;

francois.bouchard@clcw.qc.ca; marie-claude.falardeau@justice.gouv.qc.ca;
julien.collin@hcblegal.com; toddstanley@gov.nl.ca; lmorin@fasken.com; gmichaud@fasken.com;
gmetcalfe@duntonrainville.com; TCliche@DuntonRainville.com; michael_axel@keybank.com;
zweigs@bennettjones.com; MissetichDannL@bennettjones.com; rschwill@dwpv.com;
julie.lambert@csllships.com

8445754.25

N°: 500-11-048114-157

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

**IN THE MATTER OF THE PLAN OF COMPROMISE OR
ARRANGEMENT OF:
BLOOM LAKE GENERAL PARTNER LIMITED & ALS.**

Petitioners

-and-

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

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

-and-

8109796 CANADA INC.

Mise-en-cause

**MOTION FOR AN ORDER APPROVING THE
LEASE OF CERTAIN PROPERTY BY THE
PETITIONER 8568391 CANADA INC., AFFIDAVIT,
NOTICE OF PRESENTATION AND
LIST OF EXHIBITS**

ORIGINAL

M^{re} Bernard Boucher

BB-8098

BLAKE, CASSELS & GRAYDON LLP

Barristers & Solicitors

600 de Maisonneuve Blvd. West

Suite 2200

Montréal, Québec H3A 3J2

Telephone: 514-982-4006

Fax: 514-982-4099

Email: bernard.boucher@blakes.com

Our File: 11573-371

