

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)

N°: 500-11-048114-157

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

CLIFFS QUÉBEC IRON MINING ULC

Petitioner

-and-

10165581 CANADA INC.

Mise-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

-and-

**THE REGISTRAR OF THE LAND REGISTRY OFFICE
FOR THE REGISTRATION DIVISION OF SAGUENAY**

Mise-en-cause

**MOTION FOR THE ISSUANCE OF AN APPROVAL AND VESTING ORDER
WITH RESPECT TO THE SALE OF CERTAIN ASSETS**
(Sections 11 and 36 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 COMMERCIAL DIVISION, IN AND FOR
THE DISTRICT OF MONTRÉAL, THE PETITIONER SUBMITS:**

1. BACKGROUND

1. On January 27, 2015, Mr. Justice Martin Castonguay, J.S.C., issued an Initial Order (the "**Initial Order**") commencing these proceedings (the "**CCAA Proceedings**") pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") in respect of Bloom Lake General Partner Limited ("**Bloom Lake GP**"), Quinto Mining Corporation ("**Quinto**"), 8568391 Canada Limited ("**8568391**"), Cliffs Québec Iron Mining ULC ("**CQIM**"), The Bloom Lake Iron Ore Mine Limited Partnership ("**Bloom Lake LP**") and Bloom Lake Railway Company Limited ("**Bloom Lake Railway Company**") and together with Bloom Lake LP, CQIM, Quinto, 8568391 and Bloom Lake GP, the "**Bloom Lake**

CCAA Parties”), as appears from the Initial Order, which forms part of the Court record and is communicated herewith for convenience as **Exhibit R-1**.

2. The stay period (the “**Bloom Lake Stay Period**”) afforded to the Bloom Lake CCAA Parties in the Initial Order has been extended by order of the Court from time to time and most recently on January 30, 2017, and currently expires on June 30, 2017, as appears from the Court record.
3. On November 5, 2015, Mr. Justice Hamilton J.S.C. granted an Order approving a procedure (the “**Claims Process**”) for the submission, evaluation and adjudication of claims against the CCAA Parties and their current and former directors and officers (as amended, the “**Claims Procedure Order**”).
4. Pursuant to an Order granted April 17, 2015, the Court approved a lease of certain portions of the Mont Wright Camp pursuant to an agreement entered into on March 30, 2015 between 8568391, nominee, of CQIM, as landlord, and 8109796 Canada Inc. (“**8109796**”), as nominee of ArcelorMittal, as tenant (the “**Lease**”), which Lease was terminated on June 15, 2016.
5. On April 17, 2015, Mr. Justice Hamilton issued, *inter alia*, an Order (as may be amended, restated, supplemented or modified from time to time, the “**SISP Order**”), approving sale and investor solicitation procedures (the “**SISP**”) in respect of the Bloom Lake CCAA Parties, as appears from a copy of the SISP Order, which forms part of the Court record and is communicated herewith as **Exhibit R-2**.
6. Pursuant to the SISP Order, CQIM’s buildings and related assets situated on certain property owned by ArcelorMittal Mining Canada G.P. (“**ArcelorMittal**”) which is located in Fermont, Québec and known as the Mont Wright Mining Camp (the “**Mont Wright Camp**”) were marketed for sale.
7. As set out in previous materials before this Court, including the Monitor’s 24th Report, the Monitor’s 31st Report and the Monitor’s 34th Report, efforts to sell the Purchased Assets (as defined below) were unsuccessful until recently, when CQIM received a renewed expression of interest from the Purchaser, a party that has previously expressed interest in the Mont Wright Camp. Subsequently, in consultation with the Monitor, CQIM negotiated the Transaction (as defined below), of which approval is being sought in the present Motion.
8. In December of 2016, given the unsuccessful efforts to sell the Purchased Assets and the absence of any other prospect for the sale of the Purchased Assets, the Bloom Lake CCAA Parties, in consultation with the Monitor, took steps to close down the Mont Wright Camp in order to eliminate any further ongoing financial obligations with respect thereto, as set out in further detail below.
9. Further, as set out in in greater detail below and in the Monitor’s 34th Report, although certain amounts had become owing by ArcelorMittal to CQIM under the Lease, there is currently a net post-filing payable by CQIM to ArcelorMittal for amounts owing under the Services Agreement (as defined below). Accordingly, CQIM, in consultation with the Monitor, has agreed to make the ArcelorMittal Payment (as defined below) in full and final satisfaction of all amounts owing to ArcelorMittal and the receipt of a corresponding release from ArcelorMittal.

2. ORDERS SOUGHT

10. The Petitioner hereby seeks the issuance of an Approval and Vesting Order substantially in the form of the draft Approval and Vesting Order communicated herewith as **Exhibit R-3** (the "**Draft Approval and Vesting Order**"), which provides, *inter alia*, for:
- a) the Court's approval of the proposed transaction (the "**Transaction**") contemplated by the Asset Purchase Agreement dated as of May 3, 2017 (the "**Asset Purchase Agreement**") by and between CQIM, as vendor, 8568391, as nominee, and the Mise-en-cause 10165581 Canada Inc., as purchaser (the "**Purchaser**"); and
 - b) the vesting of all of CQIM's right, title and interest in and to certain buildings, including the main building of the Mont Wright Camp, and related assets located on or about the Mont Wright Camp, as set out in more detail in Section 1.1 of the Asset Purchase Agreement (the "**Purchased Assets**") in the Purchaser, free and clear of all encumbrances (the "**Encumbrances**") other than the Permitted Encumbrances, upon the issuance to CQIM and the Purchaser of a certificate by the Monitor in the form of Schedule "A" to the Draft Approval and Vesting Order (the "**Monitor's Certificate**"), the whole as provided in the Asset Purchase Agreement and as further detailed herein below.
11. A redacted copy of the Asset Purchase Agreement is communicated herewith as **Exhibit R-4**. Unless otherwise defined herein, all initially capitalized terms used in this Motion shall have the meaning given to them in the Asset Purchase Agreement.

3. OVERVIEW OF THE PROPOSED TRANSACTION

12. As described in previous materials before this Court, CQIM is an unlimited liability British Columbia company, with a registered office located at 595 Burrard Street, P.O. Box 49314, Three Bentall Centre, Suite 2600, Vancouver, British Columbia, as appears from the company profile communicated as **Exhibit R-5**.
13. CQIM owns 82.848% of the shares of Bloom Lake GP and 82.848% of the limited partnership units of Bloom Lake LP.
14. CQIM also holds a 100% interest in 8568391.
15. Subsequent to the closure of the Mont Wright Camp in December 2016, the Bloom Lake CCAA Parties received a renewed expression of interest from Roger Enault, a principal of the Purchaser and a party who had previously expressed interest in acquiring the Purchased Assets. A draft agreement of purchase and sale in respect of the Purchased Assets was provided to counsel for Purchaser on March 8, 2017.
16. The proposed Transaction contemplates the sale, transfer, and assignment by CQIM to the Purchaser of CQIM's right, title and interest in and to the Purchased Assets.
17. The Purchased Assets do not include, *inter alia*, certain excluded buildings, the furniture and equipment therein, the water systems, nor the land on which the Mont Wright Camp is located, as set out in greater detail in Section 1.1 of the Asset Purchase Agreement (the "**Excluded Assets**").

18. If approved, the proposed Transaction requires that the Purchaser dismantle and move the Purchased Assets to another site within 90 days following Closing, or such other date as agreed to between the Purchaser and ArcelorMittal (the "**Post-Closing Period**").
19. The process of dismantling and removing the Purchased Assets from the current location is expected to be costly, and no person has indicated an interest to CQIM in acquiring the Mont Wright Camp for the purpose of maintaining the camp in its current location.
20. The Petitioner understands that ArcelorMittal has dismantled and removed one camp building that was located adjacent to the Mont Wright Camp and has sold its second camp building to the Purchaser, who is in the process of dismantling and removing that building.

4. THE SISP

21. As outlined above, Mr. Justice Hamilton approved the SISP in respect of the Bloom Lake CCAA Parties in April 2015.
22. The SISP contemplated two phases:
 - a) the first phase of the SISP contemplated delivery of non-binding letters of intent ("**LOIs**") by 5:00 p.m. (Montréal time) May 19, 2015; and
 - b) a subset of bidders with LOIs that met certain criteria would be invited to submit binding offers in the second phase by July 16, 2015 at 5:00 p.m. (Montréal time), written notice of which was provided to all such qualified bidders and posted on the Monitor's Website.
23. Pursuant to the SISP Order, the Purchased Assets, among other assets, were made available for sale.
24. The bids received for other assets did not include the Purchased Assets, and no separate bids were made for the Purchased Assets.
25. As set out above and disclosed to the Court in previous materials, the Bloom Lake CCAA Parties had initially received preliminary interest from interested parties for the purchase of the Purchased Assets, which negotiations were unsuccessful. Roger Enault was one of the interested parties described in such previous Court materials. As the parties were unable to conclude a definitive agreement at that time and given the absence of any other prospect for the sale of the Purchased Assets, the Bloom Lake CCAA Parties, in consultation with the Monitor, took steps to close down CQIM's buildings at the Mont Wright Camp and to terminate ongoing obligations with respect thereto.
26. The steps to close down the Mont Wright Camp included (i) engaging a third-party contractor to close and winterize CQIM's buildings at the Mont Wright Camp, which work was completed the first week of December 2016; and (ii) issuing a notice of disclaimer to ArcelorMittal pursuant to section 32 of the CCAA in respect of the Services Agreement, which disclaimer became effective on December 30, 2016.

27. Subsequent to the above described closure, the Bloom Lake CCAA Parties received a renewed expression of interest from Roger Enault and a draft agreement of purchase and sale was provided to counsel for the Purchaser on March 8, 2017.
28. In consultation with the Monitor, CQIM has negotiated and entered into the Asset Purchase Agreement with the Purchaser, which remains subject to Court approval.
29. The Monitor was consulted on and approved the steps taken to solicit proposals for the Purchased Assets, and CQIM understands that the Monitor is satisfied that the efforts to sell the Purchased Assets are reasonable in the circumstances.

5. THE ASSET PURCHASE AGREEMENT

5.1 The Purchaser

30. CQIM is advised by the Purchaser that the Purchaser is a newly established company, incorporated pursuant to the *Canada Business Corporations Act* and has as its principals, Roger Enault and Charles Enault. Roger Enault is a principal of certain entities which have previously purchased employee homes and apartment buildings from certain of the CCAA Parties in these CCAA Proceedings.

5.2 Purchase Price & Consideration

31. The Asset Purchase Agreement contemplates the sale of the Purchased Assets for a purchase price ("**Purchase Price**"), which for the reasons set out below, should remain confidential.
32. The Purchase Price and the Deposit (as defined below) are redacted from the copy of the Asset Purchase Agreement communicated herewith (Exhibit R-4).
33. The Purchased Assets are being sold on an "as is, where is" basis without any legal warranty and at the risk of the Purchaser.
34. The redactions of the Purchase Price and the Deposit mentioned at paragraph 32 above are necessary for the following commercial reasons: (i) the Purchaser has advised that it intends to remarket and sell the Purchased Assets to third party purchasers, and (ii) should this Transaction not close, CQIM may wish to seek to continue marketing the Purchased Assets.
35. The Purchase Price is the aggregate of (i) the cash purchase price, and (ii) the agreed value of all Assumed Liabilities. Further, pursuant to the Asset Purchase Agreement, the Purchaser will become responsible for any Environmental Liabilities related to the Purchased Assets.
36. The Closing of the Transaction contemplated by the Asset Purchase Agreement is subject to certain conditions set forth in Section 7.1 and Section 7.2 thereof, including Court approval of the Asset Purchase Agreement, as contemplated by the Draft Approval and Vesting Order sought herein.

37. In addition to Court approval of the Draft Approval and Vesting Order, CQIM and the Purchaser require, among other things, the following customary closing conditions to be satisfied on or before the Closing of the Transaction:
- a) both the Purchaser and CQIM will have executed and delivered (or caused to be excluded and delivered) all closing documents required in connection with the Transaction;
 - b) during the interim period from execution of the Asset Purchase Agreement until Closing, no Governmental Authority shall have enacted, issued or promulgated any final or non-appealable Order or Law which has the effect of (i) making the proposed Transaction illegal, or (ii) otherwise prohibiting, preventing or restraining the consummation of the proposed Transaction;
 - c) both CQIM and the Purchaser shall have performed, in all material respects, all material covenants, obligations and agreements required of them, respectively; and
 - d) each of the representations and warranties made by CQIM and the Purchaser in the Asset Purchase Agreement shall be true and correct in all material respects (i) as of the Closing Date as if made on and as of such date or (ii) if made as of a date specified therein, as of such date.

5.3 Closing Mechanics

38. Pursuant to the Asset Purchase Agreement, a deposit has been paid by the Purchaser to the Monitor in trust on behalf of CQIM (the "**Deposit**"), which will be applied against the Purchase Price upon Closing.
39. The Asset Purchase Agreement also provides that the balance of the Purchase Price and applicable Transfer Taxes which are payable on Closing, shall be paid in full by the Purchaser to the Monitor at Closing.
40. Upon receipt of payment in full of the Purchase Price and applicable Transfer Taxes on Closing, as well as receipt by the Monitor of the Conditions Certificates contemplated in Section 7.3 of the Asset Purchase Agreement, the Monitor shall issue its Monitor's Certificate forthwith concurrently to CQIM and Purchaser, at which time Closing shall be deemed to have occurred. The Monitor shall then file, as soon as practicable, a copy of the Monitor's Certificate with the Court (and shall thereafter provide a true copy of such filed certificate to CQIM and the Purchaser).
41. The Draft Approval and Vesting Order, among other things:
- a) directs the Monitor, as soon as practicable after Closing to remit to the applicable taxing authorities in accordance with Applicable Law, the Transfer Taxes (if any are payable) received by the Monitor from the Purchaser on Closing as set out in the Conditions Certificates, at the direction of, and on behalf of CQIM; and
 - b) directs the Monitor to receive and hold the Purchase Price in accordance with the provisions set forth therein and, subject to the remittance of Transfer Taxes, to

hold the Proceeds (as defined therein) on behalf of CQIM pending further order of the Court.

42. Before the expiry of the Post-Closing Period, the Purchaser must dismantle and move the Purchased Assets to another site. The Purchaser shall be responsible for all costs of dismantling, removing and transporting the Purchased Assets, and ensuring that the Land (as defined in the Asset Purchase Agreement) is left clean without debris associated with such dismantlement, as set out in Section 5.8 of the Asset Purchase Agreement. Further, the Purchaser has indemnified the Petitioner from any damages arising from, in connection with or related to the Purchaser's access to the Land (including the Mont Wright Camp), or any damages caused as a part of the dismantlement, removal and transportation, and any use or resale, of the Purchased Assets.
43. Although the Asset Purchase Agreement provides that the Approval and Vesting Order must be obtained by no later than May 31, 2017 or such later date as CQIM and the Purchaser agree, the Purchaser has advised CQIM that it needs to begin dismantling the Purchased Assets as soon as possible so as to avoid the re-freezing of travel routes to the ultimate destination of the Purchased Assets.
44. The Transaction is targeted to close by the date which is 3 Business Days following issuance by the Court of the Approval and Vesting Order, and must close no later than 5 Business Days after the date of issuance by the Court of the Approval and Vesting Order (the "**Outside Date**"), in each case subject to such extensions as may be mutually agreed upon by CQIM and the Purchaser.
45. The Purchased Assets will be delivered *in situ* to the Purchaser wherever such assets are located at the Closing Time.

5.4 Overall Assessment

46. CQIM is satisfied that the Purchase Price for the sale of the Purchased Assets is reasonable and fair in the circumstances.
47. CQIM is satisfied that the conditions to closing and the closing mechanics should lead to the closing of the proposed Transaction on an expedited basis and that, should this Court approve this Motion, the closing risks are minimal.
48. Furthermore, the following notable aspects of the Asset Purchase Agreement support the approval by the Court of the Asset Purchase Agreement and of the Transaction contemplated therein:
 - a) if the Transaction is terminated by CQIM (i) due to a material breach by the Purchaser of any representation, warranty or covenant contained in the Asset Purchase Agreement, which breach has not been waived by CQIM, and (A) such breach is not curable and has rendered the satisfaction of any condition in Section 7.2 of the Asset Purchase Agreement impossible to satisfy by the Outside Date, or (B) if such breach is curable, CQIM has provided written notice of such breach to the Purchaser and such breach has not been cured within 10 days of receipt of such notice; or (ii) due to Closing not having occurred by the Outside Date, where such failure to close was not caused by or as a result of

CQIM's breach of the Asset Purchase Agreement, then the Monitor will retain the Deposit for the benefit of CQIM;

- b) if the Transaction is terminated for any other reason, the Deposit is returned to the Purchaser; however, the return of the Deposit will be the Purchaser's sole and exclusive remedy for any termination of the Asset Purchase Agreement;
 - c) the Purchased Assets are being sold on an "as is, where is" basis, without legal warranty;
 - d) the Purchaser is assuming the Assumed Liabilities and is responsible for any Environmental Liabilities related to the Purchased Assets;
 - e) the Purchaser is entirely responsible for dismantling, removal and transporting of the Purchased Assets to another site before the expiry of the Post-Closing Period, all at the Purchaser's own risk and peril and at the Purchaser's sole cost and expense, without liability of any kind or nature in respect thereof to CQIM; and
 - f) the Purchaser has also indemnified CQIM, CQIM's Affiliates and their respective Representatives for any Damages in connection with or related in any manner whatsoever to (i) any Transfer Taxes (including penalties and interest) which may be assessed against CQIM, (ii) the Purchaser's access to the land on which the Mont Wright Camp is located, (iii) any Environmental Liabilities, and (iv) the Purchaser's failure to pay when due and perform and discharge the Assumed Liabilities in accordance with their terms.
49. CQIM is satisfied that the criteria set out in section 36 of the CCAA have been met and understands that the Monitor supports the Transaction and will file a report in respect thereof.

6. ARCELORMITTAL MUTUAL RELEASE

50. In addition to the execution of the Asset Purchase Agreement, a mutual release (the "**Mutual Release**") has been negotiated and is anticipated to be executed by and between ArcelorMittal and 8109796 (collectively, the "**AM Parties**"), and CQIM and 8568391 (collectively, the "**CQIM Parties**"), providing for the final resolution of all amounts owing by the CQIM Parties to the AM Parties in respect of the Mont Wright Camp and related matters.
51. On July 2, 2013, the AM Parties and the CQIM Parties entered into an asset purchase agreement (as amended, restated, modified or supplemented from time to time in accordance with the terms thereof, the "**2013 APA**"), pursuant to which the AM Parties sold to CQIM and CQIM purchased from the AM Parties the Purchased Assets. Pursuant to the 2013 APA, ArcelorMittal has a preferential right to purchase the Purchased Assets (the "**ROFR**"). ArcelorMittal has indicated that it does not wish to exercise the ROFR and is amenable to providing a waiver thereof, concurrently with execution of the Mutual Release.
52. On July 2, 2013, ArcelorMittal and CQIM entered into a services agreement (as amended, restated, modified or supplemented from time to time in accordance with the

terms thereof, the "**Services Agreement**"), pursuant to which ArcelorMittal and CQIM agreed to provide certain services to each other in relation to, among other things, the Purchased Assets. Amounts were accruing under the Services Agreement and continued to accrue on a post-filing basis.

53. Under the Services Agreement, CQIM was required to reimburse ArcelorMittal for certain services that were provided by ArcelorMittal to CQIM.
54. On November 30, 2016, CQIM, with the approval of the Monitor, provided notice to ArcelorMittal of CQIM's intention to disclaim the Services Agreement pursuant to section 32(1) of the CCAA and such disclaimer became effective on December 30, 2016.
55. Pursuant to the Lease, certain amounts had become due and payable by ArcelorMittal to CQIM, however, on a net basis, there is currently a post-filing payable by CQIM to ArcelorMittal for amounts owing under the Services Agreement.
56. As set out above, CQIM, in consultation with the Monitor, has negotiated consensual resolution with ArcelorMittal in the form the Mutual Release which ArcelorMittal had indicated it would only be willing to provide if it was satisfied that CQIM was reasonably close to entering into the Transaction for the sale, dismantlement and removal of the Purchased Assets.
57. Pursuant to the Mutual Release, upon receipt by ArcelorMittal of payment of certain amounts (the "**ArcelorMittal Payment**") provided for in the Mutual Release in full and final satisfaction of all amounts owing by CQIM Parties to ArcelorMittal (the "**Effective Date**"), (i) the AM Parties irrevocably and unconditionally forever release and forever discharge the CQIM Parties from any and all claims in respect of, relating to or arising out of the Purchased Assets, the Excluded Assets, the 2013 APA, the Services Agreement (including disclaimer thereof) and/or the Lease; and the CQIM Parties irrevocably and unconditionally forever release and forever discharge the AM Parties of any and all claims in respect of, relating to or arising out of the Purchased Assets, the Excluded Assets, the 2013 APA, the Services Agreement and/or the Lease.
58. It is anticipated that ArcelorMittal Payment will be made shortly after execution of the Mutual Release.

7. THE SNC-LAVALIN HYPOTHEC

59. Land Registry real estate searches revealed that on October 18, 2013, SNC-Lavalin Inc. ("**SNC**") registered a notice of legal hypothec of persons having taken part in the construction or renovation of an immovable in the Land Register for the Registration Division of Saguenay, under number 20 335 863 (the "**SNC Hypothec**").
60. The SNC Hypothec affects, *inter alia*, the lot F-9 of Block F of the Official Cadastre for the Township of Normanville, Registration Division of Saguenay, on which the Purchased Assets are located, for a principal amount of \$8,288,499.00, as appears from a copy of the SNC Hypothec, communicated herewith as **Exhibit R-6**.
61. Pursuant to the SNC Hypothec, neither CQIM nor 8568391 is listed as a debtor, and the works were not related to the Purchased Assets. Further, the Monitor has advised the

Petitioner that SNC did not file a Proof of Claim (as such term is defined in the Claims Procedure Order) against either CQIM or 8568391 in the Claims Process.

62. The Petitioners therefore submit that the scope of the SNC Hypothec should be partially reduced so as to be clear that it does not affect the Purchased Assets.

8. PROCEDURAL MATTERS

63. The CCAA Parties submit that the notices given of the presentation of the present Motion are proper and sufficient.

64. 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 for the hearing.

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

66. 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 grounds for such objection (a "**Notice of Objection**") in writing to the moving party and the Monitor, with a copy to all persons on the service list, no later than 5 p.m. Montréal 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 by no later than 5 p.m. Montréal time on May 12, 2017.

67. 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**").

68. Paragraph 57 of the Initial Order provides that the Monitor shall communicate with the Judge and the service list with respect to the Hearing Details.

9. CONCLUSIONS

69. In light of the foregoing, the Petitioner hereby respectfully seeks the issuance of an Order substantially in the form of the Draft Approval and Vesting Order (Exhibit R-3), which provides for the Court's approval of the Asset Purchase Agreement and of the Transaction contemplated therein.

70. CQIM further submits that the notices given of the presentation of the present Motion are proper and sufficient because:

- a) other than the charges created by the Orders issued in these CCAA Proceedings, CQIM is not aware of any third parties having a lien or charge over the Purchased Assets; and

- b) other than SNC, searches conducted at the following registries against CQIM did not disclose any third parties having registered a security interest over CQIM's interest in the Purchased Assets:
- i) RPMRR (Québec) search results summary on CQIM's movable property, communicated herewith as **Exhibit R-7**;
 - ii) Personal Property Security Act (Ontario, British Columbia, Newfoundland) search results summary on CQIM's movable property, communicated herewith as **Exhibit R-8**; and
 - iii) Land Registry real estate search report (Québec) on CQIM's immovable property, communicated herewith as **Exhibit R-9**;

71. 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 Approval and Vesting Order (Exhibit R-3) communicated in support hereof;

WITHOUT COSTS, save and except in case of contestation.

Montréal, May 5, 2017


BLAKE, CASSELS & GRAYDON LLP
Attorneys for the Petitioner

AFFIDAVIT

I, the undersigned, **CLIFFORD T. SMITH**, the Executive Vice-President and a director of Cliffs Québec Iron Mining ULC having a place of business at 1 Place Ville Marie, Bureau 3000, Montréal, Québec, H3B 4N8, solemnly affirm that all the facts alleged in the present *Motion for the Issuance of an Approval and Vesting Order with respect to the Sale of Certain Assets* are true.

AND I HAVE SIGNED:



CLIFFORD T. SMITH

SOLEMNLY DECLARED before me at
Cleveland, Ohio, on this 5th day of
May, 2017



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

AND: 10165581 Canada Inc.

1010 Sherbrooke Street West, Suite 2200

Montréal, Québec H3A 2R7

Attention: Roger Enault

Email: roger@enault.net

AND: SNC-Lavalin Inc.

1140 De Maisonneuve Blvd. West

Montréal, Québec H3A 1M8

Attention: Marie-Andrée Morin

Email: marieandree.morin@snclavalin.com

and

Dentons Canada

1, Place Ville-Marie, 39th Floor

Montréal, Québec H3B 4M7

Attention : M^{re} Anthony Franceschini

Email : anthony.franceschini@dentons.com

**AND: The Registrar of the Land Registry Office for The
Registration Division of Saguenay**

notificationOPF@mern.gouv.qc.ca

TAKE NOTICE that the present *Motion for the Issuance of an Approval and Vesting Order with respect to the Sale of Certain Assets* 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 Montréal, in the Montréal Courthouse located at 1, Notre-Dame Street East, Montréal, Québec, on **May 16, 2017**, at 8:30 in room to be determined.

DO GOVERN YOURSELF ACCORDINGLY.

Montréal, May 5, 2017



BLAKE, CASSELS & GRAYDON LLP
Attorneys for the Petitioner

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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**THE REGISTRAR OF THE LAND REGISTRY OFFICE
FOR THE REGISTRATION DIVISION OF SAGUENAY**

Mise-en-cause

LIST OF EXHIBITS

(In support of the *Motion for the Issuance of an Approval Order*
with respect to the Sale of Certain Assets)

R-1 Initial Order, dated January 27, 2015

R-2 SISP Order dated, April 17, 2015

R-3 Draft Approval And Vesting Order

R-4 Redacted Asset Purchase Agreement

R-5 Company profile for CQIM

- R-6 SNC Hypothec
- R-7 RPMRR (Québec) search results summary on CQIM movable property
- R-8 Personal Property Security Act (British Columbia) search results summary on CQIM
- R-9 Land Registry real estate search report (Québec) on CQIM's immovable property

The exhibits are available at the following link:

<https://blakes.sharefile.com/d-sdeee2de17e34dfd9>

Montréal, May 5, 2017


BLAKE, CASSELS & GRAYDON LLP
Attorneys for the Petitioner

N° : 500-11-048114-157

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

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FTI CONSULTING CANADA INC.

Monitor

**MOTION FOR THE ISSUANCE OF AN APPROVAL AND
VESTING ORDER WITH RESPECT TO THE SALE OF
CERTAIN ASSETS, AFFIDAVIT, NOTICE OF
PRESENTATION AND EXHIBITS R-1 to R-9**
(Sections 11 and 36 ff. CCAA)

ORIGINAL

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