

C A N A D A

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

No: 500-11-048114-157

*"Commercial Division"*

SUPERIOR COURT

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

**BLOOM LAKE GENERAL PARTNER  
LIMITED**

-and-

**QUINTO MINING CORPORATION**

-and-

**8568391 CANADA LIMITED**

-and-

**CLIFFS QUEBEC IRON MINING ULC**

-and-

**WABUSH IRON CO. LIMITED**

-and-

**WABUSH RESOURCES INC.**

Debtors / Respondents

-and-

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

-and-

**BLOOM LAKE RAILWAY COMPANY  
LIMITED**

-and-

**WABUSH MINES**

-and-

**ARNAUD RAILWAY COMPANY**

-and-

**WABUSH LAKE RAILWAY COMPANY  
LIMITED**

Mises en cause

-and-

**ADMINISTRATION PORTUAIRE DE SEPT-  
ÎLES/SEPT-ÎLES PORT AUTHORITY,**

Petitioner

-and-

**FTI CONSULTING CANADA INC.**

Monitor

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**MOTION SEEKING (i) THE LIFTING OF THE STAY OF PROCEEDINGS AND (ii) AN ORDER WITH RESPECT TO THE PAYMENT OF EXCLUDED CLAIMS BY THE DEBTORS**

(Section 11.02 of the *Companies' Creditors Arrangement Act*)

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**TO THE HONOURABLE STEPHEN W. HAMILTON, S.C.J., OR TO ONE OF THE HONOURABLE JUDGES OF THE SUPERIOR COURT, SITTING IN COMMERCIAL DIVISION, IN AND FOR THE DISTRICT OF MONTREAL, THE PETITIONER *SEPT-ÎLES PORT AUTHORITY* RESPECTFULLY SUBMITS AS FOLLOWS:**

**I- PURPOSE OF THIS MOTION**

1. Pursuant to the present motion (the "**Motion**"), the Petitioner *Sept-Îles Port Authority* ("**SIPA**") is hereby seeking from this Honourable Court that it issues the following orders:
  - a) Declare that SIPA's Excluded Claims (as defined below) are Excluded Claims;
  - b) Order the Bloom Lake CCAA Parties and the Wabush CCAA Parties to pay for SIPA's Excluded Claims;
  - c) Lift the stay of proceedings provided in the Bloom Lake Initial Order and the Wabush Initial Order;
2. Capitalized terms not otherwise defined herein shall have the meaning ascribed to same in the Claims Procedure Order as amended by the Court on November 16, 2015;

**II- THE PARTIES**

3. SIPA is one of the eighteen (18) federal organizations created in 1998 pursuant to the *Canada Marine Act*, S.C. (1998) ch. 10 to manage and operate major ports in Canada which were deemed vital to Canada's domestic and international trade and business;

4. SIPA owns, operates and manages the port of the Bay of Sept-Îles (the “**Port**”), acting as agent and on behalf of the Government of Canada;
5. SIPA is the successor in the rights of the *National Harbours Board* (the “**NHB**”) and the *Canada Ports Corporation* (the “**CPC**”) in respect to the Port;
6. On January 27, 2015, this Honourable Court issued the Bloom Lake Initial Order in respect to the Bloom Lake CCAA Parties, as appears from the Court record;
7. On May 20, 2015, this Honourable Court issued the Wabush Initial Order thereby extending to the Wabush CCAA Parties the scope of the CCAA proceedings with respect to Bloom Lake CCAA Parties, as appears from the Court record herein;
8. *FTI Consulting Canada Inc.* is the Court-appointed Monitor to the CCAA Proceedings of the CCAA Parties;

### **SIPA’S EXCLUDED CLAIMS**

9. On December 18, 2015, SIPA submitted a proof of claim to the Monitor in accordance with the Claims Procedure Order, as appears from a copy of said proof of claim (the “**Proof of Claim**”) filed herewith as **EXHIBIT R-1**;
10. The Proof of Claim can be summarized as follows:
  - a) Claims against *Cliffs Quebec Iron Mining ULC* (“**Cliffs Quebec**”) for the aggregate amount of **\$87,338.44** (the “**Cliffs Quebec Claim**”);
  - b) Claims against *Wabush Mines* (“**Wabush Mines**”) for the aggregate amount of **\$36,307.97** (the “**Wabush Mines Claim**”);
  - c) A letter dated December 17, 2015 to the Monitor and the CCAA Parties, with respect to the Excluded Claims of SIPA, as appears from a copy of said letter, filed herewith as **EXHIBIT R-2** (the “**Excluded Claims Letter**”);
11. The Excluded Claims Letter was sent together with the Proof of Claim as a conservatory measure in order to reiterate to the Monitor and the CCAA Parties the existence of pending Excluded Claims of SIPA, as SIPA had been doing continuously since the outset of the present proceedings;
12. As detailed in the Excluded Claims Letter, the Excluded Claims of SIPA can be summarized as follows as of December 18, 2015 (*the amounts below do not take into consideration any additional amount or interest accrued since December 18, 2015*):
  - a) An Excluded Claim in the amount of **CAD \$10,902.78** against Wabush Mines, Wabush Iron and WRI with respect to amounts owed to SIPA by Wabush Mines pursuant to the lease of certain lands of SIPA (25 000

square meters at a dock named "Quai de la Relance") (the "**Lease 474-46 Claim**");

- b) An Excluded Claim in the amount of **CAD \$205,024.10** against Cliffs Quebec with respect to amounts owed to SIPA by Cliffs Quebec pursuant to a lease entitled "Lease #474-109" (the "**Lease 474-109 Claim**");
- c) An Excluded Claim in the amount of **CAD \$505,609.18** against Wabush Mines, Wabush Iron and WRI with respect to amounts owed by Wabush Mines pursuant to a *Memorandum of Agreement* entered into on September 24, 1998 (the "**MOA 1998**") between Wabush Iron, *Stelco Inc.*, *Dofasco Inc.* (predecessors of Wabush Mines) and SIPA (as successor to *Canada Ports Corporation*) (the "**MOA 1998 Claim**"),

(collectively "**SIPA's Excluded Claims**")

it being understood that all of said claims qualify as Excluded Claims, insofar as each arose on or after the respective Determination Date applicable for each of the Bloom Lake CCAA Parties and the Wabush CCAA Parties;

A) **The Lease 474-46 Claim**

- 13. Pursuant to a lease agreement #474-46 dated July 11, 2012, a copy of which is attached as **EXHIBIT R-3** ("**Lease 474-46**"), SIPA is entitled to claim, as an Excluded Claim, an amount of CAD **\$10,902.78** against Wabush Mines (including Wabush Iron and WRI);
- 14. Lease 474-46 was extended by agreement of the parties a first time until September 30, 2014 (see copy of the first extension agreement filed herewith as **EXHIBIT R-4**), and a second time until June 30, 2015 (see copy of the second extension agreement filed herewith as **EXHIBIT R-5**);
- 15. The Lease 474-46 Claim is made in respect of amounts owed to SIPA by Wabush Mines pursuant to the lease of 25,000 square meters of land at the "Quai de la Relance" dock;
- 16. The amounts claimed pursuant to the Wabush Mines Claim and the Lease 474-46 Claim are further detailed in the statement of account filed herewith as **EXHIBIT R-6**, and in the copy of the invoice #19854 referred to in said statement of account, filed herewith as **EXHIBIT R-7**. The amounts claimed pursuant to the Lease 474-46 Claim represent amounts incurred between May 20, 2015 and June 30, 2015, i.e. after the Determination Date;
- 17. In this respect, it must be noted that on February 4, 2016, the Monitor confirmed with SIPA by written notice that the claim under the Lease 474-46 relating to obligations incurred before the Determination Date, i.e. the Wabush Mines Claim, was accepted and was an Allowed Claim, as appears from a copy of said notices filed herewith as **EXHIBIT R-8** (the "**Allowed Claims Notice**");

**B) The Lease 474-109 Claim**

18. The Lease 474-109 Claim, in the amount of CAD \$205,024.10, is made with respect to Cliffs Quebec's obligations to pay the rent provided for at paragraph 19 of Lease 474-109, as appears from a copy of Lease 474-109 filed herewith as **EXHIBIT R-9**;
19. The amounts claimed pursuant to the Lease 474-109 Claim for 2015, i.e. with respect to the obligations incurred after the Determination Date under Lease 474-109, are further detailed in the statement of account filed herewith as **EXHIBIT R-10** and in the copy of the invoices #20127 and #20120 filed herewith *en liasse* as **EXHIBIT R-11**;
20. In this respect, it must be noted that on February 4, 2016, the Monitor confirmed with SIPA by written notice that the claim under Lease 474-109 that relates to obligations incurred before the Determination Date was accepted and was an Allowed Claim, as appears from the Allowed Claim Notice, **EXHIBIT R-8**;
21. On December 23, 2015, Cliffs Quebec issued a notice pursuant to section 32 CCAA disclaiming the Lease 474-109, effective on January 22, 2016, as appears from a copy of said notice filed herewith as **EXHIBIT R-12** (the "**Lease 474-109 Disclaimer Notice**");
22. The amounts claimed pursuant to the Lease 474-109 Claim for the period between January 1, 2016 and January 22, 2016, i.e. the date on which the Lease 474-109 Disclaimer Notice became effective, represent \$13,562.05, as appears from the invoice #21142, a copy of which is filed herewith as **EXHIBIT R-13**.
23. As such, the total amount of the Lease 474-109 Claim is **CAD \$218,586.15**;
24. Despite the Lease 474-109 Disclaimer Notice, the Lease 474-109 Claim remains an Excluded Claim and may not be qualified as a Restructuring Claim as such claim does not relate to the termination of the Lease 474-109, but rather relates to a liability of Cliffs Quebec that arose in respect of obligations (to pay rent) first incurred after the Determination Date;

**C) The MOA 1998 Claim**

25. Pursuant to the MOA 1998 Claim, SIPA was claiming as of December 18, 2015, as an Excluded Claim, an amount of CAD \$505,609.18 against Wabush Mines (including Wabush Iron and WRI) under the MOA 1998, a copy of which is filed herewith as **EXHIBIT R-14**;
26. The MOA 1998 provides for a minimum guaranteed annual wharfage and berthage charge for manganese and iron ore placed by Wabush Mines on board vessels at a dock belonging to SIPA, said minimum charge or any *pro rata* amount being payable within thirty (**30**) days from the end of the calendar year (see **Exhibit R-14**);

27. As appears from SIPA's invoice #20751 dated October 30, 2015, a copy of which is filed herewith as **EXHIBIT R-15**, the minimum amount owed by Wabush Mines (including Wabush Iron and WRI) to SIPA for the year 2015 is CAD \$505,609.18, including taxes, which amount was incurred after the Determination Date;
28. On March 8, 2016, the Wabush Entities issued a notice pursuant to Section 32 CCAA disclaiming the MOA 1998, effective on April 7, 2016, as appears from a copy of said notice filed herewith as **EXHIBIT R-16** (the "**MOA 1998 Disclaimer Notice**", and collectively with the Lease 474-109 Disclaimer Notice, the "**Disclaimer Notices**");
29. The amounts claimed pursuant to the MOA 1998 Claim for the period between January 1, 2016 and April 6, 2016, i.e. the date on which the MOA 1998 Disclaimer Notice shall become effective, represents \$136,144.25, as appears from the invoice #21141, a copy of which is filed herewith as **EXHIBIT R-17**.
30. As such, the total amount of the MOA 1998 Claim is **CAD \$641,753.43**;
31. Despite the MOA 1998 Disclaimer Notice, the MOA 1998 Claim remains an Excluded Claim and may not be qualified as a Restructuring Claim as such claim does not relate to the termination of the MOA 1998, but rather relates to a liability of Wabush Mines (including Wabush Iron and WRI) that arose in respect of obligations (to pay the minimum guaranteed annual wharfage and berthage charge) first incurred after the Determination Date;

V. **LIFTING OF THE STAYS OF PROCEEDINGS**

32. The Bloom Lake Initial Order provides *inter alia* at paragraphs 8, 17 and 19 for a stay of proceedings as well as a stay of the exercise of any contractual right against the Bloom Lake CCAA Parties during the Stay Period (as defined in the Bloom Lake Initial Order), except with leave of this Court, as appears from the Court record;
33. The Wabush Initial Order also contains the same provisions at paragraphs 7, 15 and 17, as appears from the Court record;
34. Both the Bloom Lake Initial Order and the Wabush Initial Order also provides *inter alia* the following :

***Bloom Lake Initial Order***

21. **ORDERS** that, notwithstanding anything else contained herein and subject to subsection 11.01 CCAA, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided to the CCAA Parties on or after the date of this Order, nor shall any Person be under any obligation on or after the date of the Order to make further advance of money or otherwise extend any credit to the CCAA Parties.

**Wabush Initial Order**

19. **ORDERS** that, notwithstanding anything else contained herein and subject to subsection 11.01 CCAA, no Person shall be prohibited from requiring immediate payment for goods, services, use of leased or licensed property or other valuable consideration provided to the Wabush CCAA Parties on or after the date of this Order, nor shall any Person be under any obligation on or after the date of the Order to make further advance of money or otherwise extend any credit to the Wabush CCAA Parties.

35. SIPA's Excluded Claims relates to obligations first incurred by the CCAA Parties on and after the respective Determination Date of the Bloom Lake CCAA Parties and the Wabush CCAA Parties, and up to the Disclaimer Notices, and as such, SIPA is entitled to obtain payment of such claims from the CCAA Parties;
36. Moreover, without limiting the foregoing, the rights of SIPA pursuant to, *inter alia*, Lease 474-46, Lease 474-109 and the MOA 1998 were expressly reserved and regularly brought to the attention of the CCAA Parties and this Court at various steps of the present CCAA proceedings, namely by the following:
- a) A letter dated March 12, 2015, a copy of which is filed herewith as **EXHIBIT R-18**, and which was previously filed in the Court record as an exhibit to previous proceedings;
  - b) SIPA's *Notice of Objection in Respect to the Motion for an Order Approving a Sale and Investor Solicitation Procedure*, filed on April 13, 2015 ("**SIPA's First Notice of Objection**"), a copy of which is filed herewith as **EXHIBIT R-19**;
  - c) An Order rendered by this Honourable Court on April 17, 2015 granting the *Motion for an Order Approving a Sale and Investor Solicitation Procedure*, but reserving the rights of *inter alia* SIPA as follows :

*[8] DECLARES that this Order approving the SISP shall not affect or impair the rights of the Administration Portuaire de Sept-Îles/Sept-Îles Port Authority (hereinafter "SIPA") vis-à-vis the Non-CCAA Parties, including (i) the rights of SIPA, acting as successor in the rights of the National Harbours Board, pursuant to the agreement referred to and communicated as Exhibit O-1 in support of SIPA's Notice of objection dated April 13, 2015; and (ii) the rights of SIPA, acting as successor in the rights of the Canada Ports Corporation, pursuant to the agreement referred to and communicated as Exhibit O-7 in support of SIPA's Notice of objection dated April 13, 2015.*

*[...]*

*[11] RESERVES the right of IOC, SIPA and of MFC to raise any contractual rights at a later stage if need be.*

as appears from a copy of said order filed herewith as **EXHIBIT R-20**;

- d) SIPA's *Notice of Objection in Respect to the Motion for the Issuance of an Order in Respect of the Wabush CCAA Parties (1) Granting Priority to Certain CCAA Charges, (2) Approving a Sale and Investor Solicitation Process Nunc Pro Tunc, (3) Authorizing the Engagement of a Sale Advisor Nunc Pro Tunc, (4) Granting a Sale Advisor Charge, (5) Amending the Sale and Investor Solicitation Process, (6) Suspending the Payment of Certain Pension Amortization Payments and Post-Retirement Employee Benefits, (7) Extending the Stay of Proceedings, and (8) Amending the Wabush Initial Order Accordingly* (the "**Motion for the Issuance of the Wabush Initial Order**") ("**SIPA's Second Notice of Objection**"), a copy of which is filed herewith as **EXHIBIT R-21**;
- e) An Order rendered by this Honourable Court on June 9, 2015 granting the Motion for the Issuance of the Wabush Initial Order, but reserving the rights of *inter alia* SIPA as follows :

*[10] DECLARES that this Order approving the SISP as it relates to the Wabush CCAA Parties nunc pro tunc is without prejudice to the rights, if any, of the Administration portuaire de Sept-Îles/Sept-Îles Port Authority (hereinafter the "SIPA"), vis à vis the Wabush CCAA Parties, including: (i) the rights of SIPA, acting as successor in the rights of the National Harbours Board, pursuant to the agreement referred to and communicated as Exhibit O-1 in support of SIPA's Notice of objection dated April 13, 2015; and (ii) the rights of SIPA, acting as successor in the rights of the Canada Ports Corporation, pursuant to the agreement referred to and communicated as Exhibit O-7 in support of SIPA's Notice of objection already filed in the Court record and dated April 13, 2015.*

*[...]*

*[13] RESERVES the right of IOC, SIPA and of MFC to raise any contractual rights at a later stage if need be;*

as appears from a copy of said order filed herewith as **EXHIBIT R-22**; and

- f) SIPA's Proof of Claim, and more specifically the Excluded Claims Letter, **Exhibit R-1** and **Exhibit R-2**;
37. SIPA respectfully submits that the Court has jurisdiction in order to adjudicate SIPA's Excluded Claims, for the following reasons:
- a) The Excluded Claims relate to claims that arose in the context of the present restructuring proceedings of the CCAA Parties, after the Determination Date of the Bloom Lake CCAA Parties and the Wabush CCAA Parties respectively;
- b) The present Motion is presented in accordance with and pursuant to, *inter alia*, paragraph 21 of the Bloom Lake Initial Order and paragraph 19 of the Wabush Initial Order;



- c) The Excluded Claims must be adjudicated promptly given the looming distribution of the proceeds resulting from the liquidation of assets of the CCAA Parties;
38. For these reasons, SIPA respectfully submits to this Honourable Court that it is justified to issue the orders hereby sought;
39. The present Motion is well founded both in fact and in law.

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

- [1] **GRANT** the present Motion;
- [2] **ORDER** Wabush Mines, Wabush Iron and WRI solidarily to pay to the *Administration Portuaire de Sept-Îles / Sept-Îles Port Authority* (“**SIPA**”) the amount of CAD **\$10,902.78**, plus interest and indemnity accruing since May 20, 2015 (hereinafter the “**Lease 474-46 Claim**”);
- [3] **ORDER** Cliffs Quebec to pay to SIPA the amount of CAD **\$218,586.15**, plus applicable interest and indemnity accruing since January 27, 2015 (hereinafter the “**Lease 474-109 Claim**”);
- [4] **ORDER** Wabush Mines, Wabush Iron and WRI solidarily to pay to SIPA the amount of CAD **\$641,753.43**, plus applicable interest and indemnity accruing since May 20, 2015 (hereinafter the “**MOA 1998 Claim**”);
- [5] **DECLARE** that the Lease 474-46 Claim, the Lease 474-109 Claim and the MOA 1998 Claim are Excluded Claims within the meaning of the Claims Procedure Order;
- [6] **LIFT** the stay of proceedings provided for in the initial order issued in respect of the Debtors *Bloom Lake General Partner Limited, Quinto Mining Corporation, 8568391 Canada Limited* and *Cliffs Québec Iron Mining ULC*, and the Mises-en-cause *The Bloom Lake Iron Ore Mine Limited Partnership* and *Bloom Lake Railway Company Limited* (collectively, the “**Bloom Lake CCAA Parties**”) on January 27, 2015 by the Honourable Justice Stephen W. Hamilton, S.C.J., as extended and amended from time to time until April 22, 2016, for the sole purpose to implement and enforce the orders set forth herein;
- [7] **LIFT** the stay of proceedings provided for in the initial order issued in favour of the Debtors *Wabush Iron Co* (“**Wabush Iron**”). and *Wabush Resources Inc.* (“**WRI**”) and the Mises-en-cause *Wabush Mines*, an unincorporated contractual joint venture (“**Wabush Mines**”), *Arnaud Railway Company* (“**Arnaud**”) and *Wabush Lake Railway Company Limited* (collectively, the “**Wabush CCAA Parties**”) on May 20, 2015 by the Honourable Justice Stephen W. Hamilton, S.C.J., as extended and amended from time to time until April 22, 2016, for the sole purpose to implement and enforce the orders set forth herein;

- [8] **THE WHOLE** with costs, solidarily against Wabush Mines, Wabush Iron, WRI and Cliffs Quebec.

Montréal, this 29<sup>th</sup> day of March 2016



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**Fasken Martineau DuMoulin LLP**

Attorneys for the *Administration Portuaire de  
Sept-Îles/Sept-Îles Port Authority*

## AFFIDAVIT

I, the undersigned, Pierre Gagnon, having my professional address at 1, Monseigneur-Blanche Street, Sept-Îles, Quebec, G4R 5P3, do solemnly declare the following:

1. I am the President and a duly authorized representative of the trustee *Administration Portuaire de Sept-Îles/Sept-Îles Port Authority* in the present case;
2. All the facts alleged in the present Motion are true.

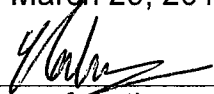
AND I HAVE SIGNED:



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Pierre Gagnon

SOLEMNLY SWORN before me in  
Montreal on March 29, 2016



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Commissioner of Oaths



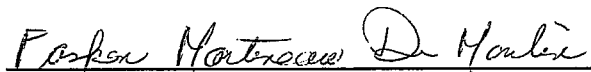
## **NOTICE OF PRESENTATION**

TO : Service List  
The CCAA Parties  
ArcelorMittal Dofasco Inc.  
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 Seeking (i) Lift of the Stay of Proceedings and (ii) an Order With Respect to the Payment of Excluded Claims by the Debtors* 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, Montreal, Quebec, on a date and in a room to be determined.

**DO GOVERN YOURSELVES ACCORDINGLY.**

Montréal, this 29<sup>th</sup> day of March, 2016



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**Fasken Martineau DuMoulin LLP**  
Attorneys for the *Administration Portuaire de*  
*Sept-Îles/Sept-Îles Port Authority*

C A N A D A

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

No: 500-11-048114-157

*"Commercial Division"*

SUPERIOR COURT

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

**BLOOM LAKE GENERAL PARTNER  
LIMITED**

-and-

**QUINTO MINING CORPORATION**

-and-

**8568391 CANADA LIMITED**

-and-

**CLIFFS QUEBEC IRON MINING ULC**

-and-

**WABUSH IRON CO. LIMITED**

-and-

**WABUSH RESOURCES INC.**

Debtors / Respondents

-and-

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

-and-

**BLOOM LAKE RAILWAY COMPANY  
LIMITED**

-and-

**WABUSH MINES**

-and-

**ARNAUD RAILWAY COMPANY**

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**ADMINISTRATION PORTUAIRE DE SEPT-  
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Monitor

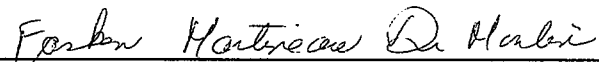
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**LIST OF EXHIBITS**

- EXHIBIT R-1:** Sept-Îles Port Authority's Proof of Claim dated December 18, 2015.
- EXHIBIT R-2:** Excluded Claims Letter dated December 17, 2015.
- EXHIBIT R-3:** Lease agreement #474-46 dated July 11, 2012.
- EXHIBIT R-4:** First extension agreement of the Lease 474-46.
- EXHIBIT R-5:** Second extension agreement of the Lease 474-46.
- EXHIBIT R-6:** Statement of account for the Wabush Mines Claim and for the Lease 474-36 Claim.
- EXHIBIT R-7:** Sept-Îles Port Authority's invoice #19854.
- EXHIBIT R-8:** Allowed Claims Notice dated February 4, 2016.
- EXHIBIT R-9:** Lease 474-109.
- EXHIBIT R-10:** Statement of account for the Lease 474-109 Claim for 2015.
- EXHIBIT R-11:** *En liasse:* Sept-Îles Port Authority's Invoices #20127 and #20120.
- EXHIBIT R-12:** Lease 474-109 Disclaimer Notice dated December 23, 2015.
- EXHIBIT R-13:** Sept-Îles Port Authority's invoice #21142.
- EXHIBIT R-14:** *Memorandum of Agreement* entered into on September 24, 1998 ("**MOA 1998**").
- EXHIBIT R-15:** Sept-Îles Port Authority's invoice #20751 dated October 30, 2015
- EXHIBIT R-16:** MOA 1998 Disclaimer Notice dated March 8, 2016.
- EXHIBIT R-17:** Sept-Îles Port Authority's invoice #21141.
- EXHIBIT R-18:** Letter dated March 12, 2015.

- EXHIBIT R-19:** Sept-Îles Port Authority's *Notice of Objection in Respect to the Motion for an Order Approving a Sale and Investor Solicitation Procedure*, filed on April 13, 2015,
- EXHIBIT R-20:** Order rendered by Justice Stephen W. Hamilton, S.C.J., on April 17, 2015.
- EXHIBIT R-21:** Sept-Îles Port Authority's *Notice of Objection in Respect to the Motion for the Issuance of an Order in Respect of the Wabush CCAA Parties (1) Granting Priority to Certain CCAA Charges, (2) Approving a Sale and Investor Solicitation Process Nunc Pro Tunc, (3) Authorizing the Engagement of a Sale Advisor Nunc Pro Tunc, (4) Granting a Sale Advisor Charge, (5) Amending the Sale and Investor Solicitation Process, (6) Suspending the Payment of Certain Pension Amortization Payments and Post-Retirement Employee Benefits, (7) Extending the Stay of Proceedings, and (8) Amending the Wabush Initial Order Accordingly* filed on June 2, 2015.
- EXHIBIT R-22:** Order rendered by Justice Stephen W. Hamilton, S.C.J., on June 9, 2015.

Montréal, this 29<sup>th</sup> day of March, 2016



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**Fasken Martineau DuMoulin LLP**

Attorneys for the *Administration Portuaire de Sept-Îles/Sept-Îles Port Authority*

N° : 500-11-048114-157

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PROVINCE OF QUÉBEC  
SUPERIOR COURT (Commercial Division)  
DISTRICT OF MONTRÉAL

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

**BLOOM LAKE GENERAL PARTNER LIMITED et al**  
**Debtors / Respondents**

-and-

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

**Mises en cause**

-and-

**ADMINISTRATION PORTUAIRE DE SEPT-**  
**ÎLES/SEPT-ÎLES PORT AUTHORITY,**

**Petitioner**

-and-

**FTI CONSULTING CANADA INC.**

**Monitor**

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Motion Seeking (I) the Lifting of the Stay Of  
Proceedings and (II) an Order with Respect to  
the Payment of Excluded Claims by the  
Debtors, Affidavit, Notice of Presentation, List  
of Exhibits and Exhibits R-1 to R-22

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ORIGINAL

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