

CANADA

PROVINCE OF QUÉBEC
District of Montréal

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. 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 QUÉBEC IRON MINING ULC;

WABUSH IRON CO. LIMITED;

WABUSH RESOURCES INC.;

Petitioners

-and-

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

**BLOOM LAKE RAILWAY COMPANY
LIMITED;**

WABUSH MINES;

ARNAUD RAILWAY COMPANY;

**WABUSH LAKE RAILWAY COMPANY
LIMITED;**

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.;

Monitor

-and-

MOELIS & COMPANY LLC

Mise-en-cause

-and-

MFC INDUSTRIAL LTD.

400 Burard Street, Suite 1860, Vancouver
(BC), V6C 3A6

Objecting Party

**NOTICE OF OBJECTION BY MFC INDUSTRIAL LTD TO
THE MOTION FOR THE ISSUANCE OF AN ORDER EXTENDING
THE STAY PERIOD**
(paragraph 57 of the Wabush Initial Order)

**TO THE HONORABLE JUSTICE STEPHEN W. HAMILTON, J.S.C. OF THE
SUPERIOR COURT SITTING IN THE COMMERCIAL DIVISION FOR THE
DISTRICT OF MONTREAL, THE OBJECTING PARTY, MFC INDUSTRIAL LTD.
RESPECTFULLY SUBMITS:**

1. MFC Industrial Ltd ("**MFC**") files this Notice of Objection in order to be allowed to make representations to the Court regarding Petitioners' *Motion for the issuance of an Order Extending the Stay Period*, dated July 17, 2015 (the "**Motion**");
2. MFC believes that certain relevant facts should be raised at this point and be taken into consideration by the Court when deciding if the Wabush CCAA Parties should benefit from an extension of the stay period;

3. More particularly, MFC believes that the lack of cooperation and transparency of the Wabush CCAA Parties with regards to the advancement of the SISP and these proceedings as far as Wabush assets are concerned and the reluctance of the Wabush CCAA Parties to provide simple information when asked to do so are factors that the Court must take into consideration before granting any extension of the stay period as far as the Wabush CCAA Parties are concerned;
4. MFC's objection should be viewed in the context that its contractual rights with regards to certain of the Wabush Assets were specifically preserved by the Order issued by this Court on June 9, 2015 a copy of which is filed in support hereof as **EXHIBIT O-1**;
5. As clearly appears from said Order, the rights of MFC were recognized and protected, pending further developments in the file and subject to further debate between the parties if necessary;
6. MFC's contractual rights are detailed at paragraphs 15 to 20 of the Notice of Objection filed on June 5, 2015 as well as in Exhibits O-3 to O-12 filed in support of same, the whole as appears from the Court Record;
7. MFC is the lessor under an amendment and consolidation of mining leases between Canadian Javelin Limited and Wabush Iron Co. Limited ("**WIC**") dated September 2, 1959, as amended (the "**Wabush Sublease**"), pursuant to which WIC and Wabush Resources Inc. (collectively, the "**Wabush JV**") hold their sub-leasehold interest in the Wabush mine property;
8. The Wabush Sublease expires in 2055, but may be earlier terminated in certain events with the mine property reverting to MFC, including (the "**Reversionary Rights**"), among others:
 - a. by MFC pursuant to Clause C(4) of the Wabush Sublease, if any of the rents or royalties or any part thereof payable by it thereunder are in arrears for 30 days or if any covenant or condition contained therein shall not have been duly performed or observed by WIC, upon MFC providing WIC 60 days' written notice that such rents and royalties have not been paid and demanding payment thereof or that any covenant or condition has not been performed or observed and WIC fails to make such payment or perform or observe such covenant within such period of notice; and

- b. by WIC pursuant to Clause C(1) of the Wabush Sublease if WIC provides sixty days' notice in writing to that effect;
9. In the event that Wabush Sublease is terminated pursuant to the Reversionary Rights, Clause C(3) of the Wabush Sublease provides MFC the right to acquire the Wabush mine infrastructure and related property at their "reasonable market price" (the "**Purchase Rights**") as follows:

"That it shall be lawful for the Lessee to remove all buildings, plan, machinery and all articles and things of the Lessee in and upon or under the Demised Premises at any time within six (6) months after the determination of the tenancy; provided that the Lessor shall have the right by notice in writing to the Lessee to purchase all or any part of the said properties, articles and things at the then reasonable market price, to be determined, failing agreement thereon between the parties, by arbitration as hereinafter provided."

10. Clause A(1) of the Wabush Sublease obligates WIC to pay a minimum royalty amount to MFC on the 25th days of January, April, July and October for each calendar quarter which the Wabush Sublease remains in effect, regardless of whether WIC conducts any mining or other operations on the premises of the Wabush property (the "**Quarterly Minimum Payments**").
11. It should be noted by the Court that MFC has been informed that no Quarterly Minimum Payment will be made by the Wabush JV on July 25, 2015, as required under the Wabush Sublease therefore raising the possibility of a default under the Wabush Sublease if the situation is not cured within the delay stipulated therein;
12. It has come to MFC's attention that the Wabush JV has recently spent significant amounts to perform work at the Wabush mine property. The eighth report to the Court submitted by FTI Consulting Inc. (the "**Monitor**") dated July 20, 2015 (the "**8th Monitor's Report**"), does not provide any information regarding the work being conducted at the Wabush mine property other than making a broad reference to "environmental monitoring and containment activities";
13. On two distinct occasions MFC has sought clarifications from the Wabush CCAA Parties regarding the advancement of the SISF process regarding the Wabush mine property subject to MFC's contractual rights and also regarding the nature of the work being performed on the Wabush mine

property as appears from copies of letters addressed to counsel for the Wabush CCAA Parties filed *en liasse*, in support hereof as **EXHIBIT O-2**;

14. On each occasion, counsel for the Wabush CCAA Parties refused to provide the requested information, citing a desire to protect the integrity of the SISP process and questioning MFC's legal standing to request information regarding the Wabush mine property, the whole as appears from correspondence received from counsel, filed *en liasse* in support hereto, as **EXHIBIT O-3**;
15. On July 22, 2015, in an ultimate attempt to obtain information regarding the nature of the work being performed on the Wabush mine property, MFC's counsel addressed a letter to counsel for the Wabush CCAA Parties providing justification for the request information, a copy of which is filed in support hereto, as **EXHIBIT O-4**;
16. No answer to the above mentioned letter was received from counsel for the Wabush CCAA Parties before the deadline provided for therein;
17. MFC is seeking clarification regarding activities at the mine property as certain activities, including the dismantling or destruction of infrastructure and other reclamation initiatives, adversely affect MFC's interests, including the Reversionary Rights and the Purchase Rights;
18. The 8th Monitor's Report states that the CCAA Parties and the Monitor have received various offers in respect of the business and/or assets of the CCAA Parties under the SISP. However, no detail is provided regarding the specific offers or what assets are the subject of such offers. The report also discloses that the "Monitor has obtained proposals for the liquidation of assets" without providing any further details regarding such proposals;
19. The SISP only addresses sales and/or investments involving the business and assets in respect of the restructuring of the CCAA Parties and does not contemplate the "liquidation proposals" referenced in the 8th Monitor's Report and related motion;
20. No information has been provided as to whether any of the liquidation proposals received by the Monitor involve the sale of the infrastructure and related assets at the Wabush mine that are the subject of MFC's Purchase Rights under the Wabush Sublease;
21. It is MFC's position that any sale or liquidation involving the assets underlying MFC's Purchase Rights would be contrary to the Wabush Sublease and its rights thereunder;

22. Additionally, as Clause C(3) in the Wabush Sublease provides that under the Purchase Rights, MFC would acquire the assets at the "then reasonable market price", the exercise of such rights by MFC would likely result in greater proceeds than any liquidation proposal and, therefore, would be in the best interests of all stakeholders;
23. MFC understands that the Wabush JV's reclamation obligations under applicable laws are secured by bonds issued to the Government of Newfoundland by Cliffs Natural Resources Inc. ("**Cliffs**"), which is the ultimate parent of the Wabush JV and is not a CCAA Party;
24. Accordingly, by reducing the overall liability of Cliffs under such bonds, it would appear that any reclamation activities conducted would result in an indirect cash distribution to Cliffs, negatively impacting the rights and interests of the creditors and other stakeholders of the CCAA Parties, including MFC;
25. Given that little detail has been provided by the CCAA Parties and the monitor regarding current activities at the Wabush mine property and details of any offers or liquidation proposals affecting the property and assets underlying the Reversionary Rights and the Purchase Rights, MFC cannot currently support the Motion as far as the Wabush CCAA Parties are concerned;
26. Based on the foregoing, MFC believes that the Motion, as far as the Wabush CCAA Parties are concerned should only be granted subject to an Order of this Court or a specific undertaking duly noted in the Court Record that Petitioners and/or the Monitor agree to provide the information previously requested on behalf of MFC, including:
 - (a) details of the activities currently being conducted at the Wabush mine property, including whether such activities are limited to simple maintenance and dust control, and the reasons therefor;
 - (b) confirmation that the Wabush JV will not commence reclamation activities or other actions that may be contrary to MFC's rights under the Wabush Sublease, including the Reversionary Rights and the Purchase Rights and improperly benefit Cliffs to the detriment of other creditors; and
 - (c) confirmation that none of the liquidation proposals received and being considered affect or impair MFC's rights under the Wabush Sublease as contemplated under the Court order approving the SISP.

27. The filing of the Notice of Objection is contemplated by paragraph 57 of the Wabush Initial Order as well as paragraph 23 of the Motion and MFC has respected the terms of same by serving this Notice of Objection to all members or the Service List and filing it in the Court record within the delays provided for therein;
28. MFC reserves its rights to make further representations and to raise additional arguments at the hearing of the Motion;

FOR THE REASONS SET FORTH ABOVE, MAY IT PLEASE THE COURT TO:

RECEIVE this Notice of Objection and **ALLOW** MFC Industrial Ltd. to make representations regarding Petitioners' Motion for the issuance of an Order Extending the Stay Period;

DISMISS the Motion for the Issuance of an Order Extending the Stay Period as far as the Wabush CCAA parties are concerned;

SUBSIDIARILY:

ORDER the Wabush CCAA Parties and/or the Monitor to provide the following information to MFC Industrial Ltd. within forty-eight (48) hours of the judgment to be rendered:

- (a) details of the activities currently being conducted at the Wabush mine property, including whether such activities are limited to simple maintenance and dust control, and the reasons therefor;
- (b) confirmation that the Wabush JV will not commence reclamation activities or other actions that may be contrary to MFC's rights under the Wabush Sublease, including the Reversionary Rights and the Purchase Rights; and
- (c) confirmation that none of the liquidation proposals received and being considered affect or impair MFC's rights under the Wabush Sublease as contemplated under the Court order approving the SISP.

THE WHOLE with costs, save and except in case of contestation;

MONTREAL, this 24th day of July 2015

BCF LLP

BCF LLP

ATTORNEYS FOR OBJECTING PARTY
MFC INDUSTRIAL LTD.

AFFIDAVIT

I, the undersigned, Rene Randall, Vice-President, having a professional address at 400, Burrard Street, suite 1860, Vancouver, BC, V6C 3A6, do solemnly declare the following:

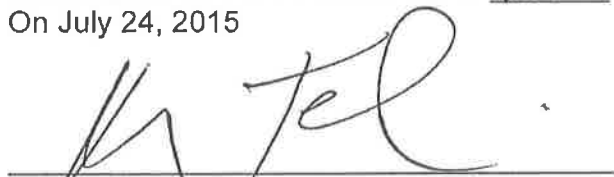
1. I am the Vice-President and duly authorized representative of MFC Industrial Ltd. in the present case;
2. All the facts alleged in the present Notice of Objection are true.

AND I HAVE SIGNED:



RENE RANDALL

SOLEMNLY SWORN before me in Vancouver, B.C.
On July 24, 2015



Commissioner for Taking Affidavits for
British Columbia

ROD A. TALAFAR
Barrister & Solicitor
1000 CATHEDRAL PLACE
925 WEST GEORGIA STREET
VANCOUVER, B.C. V6C 3L2
TELEPHONE: 604-662-8808

NOTICE OF PRESENTATION

TO: Service List

TAKE NOTICE that the present *Notice of objection and contestation in respect of the Motion for the issuance of an order extending the stay period*, 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 Est, Montreal, Quebec, on July 30, 2015 at a time and in a room to be determined..

DO GOVERN YOURSELVES ACCORDINGLY.

Montreal, this 24th day of July,
2015

BCF LLP
BCF LLP, attorneys for MFC
Industrial Ltd.

CANADA

PROVINCE OF QUÉBEC
District of Montreal

N° : 500-11-048114-157

SUPERIOR COURT

(Commercial division)

(Sitting as a court designated pursuant to
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**IN THE MATTER OF THE PLAN OF COMPROMISE
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**THE BLOOM LAKE IRON ORE MINE
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**BLOOM LAKE RAILWAY COMPANY
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WABUSH MINES;

ARNAUD RAILWAY COMPANY;

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Mise-en-cause

-and-

MFC INDUSTRIAL LTD.

Objecting Party

LIST OF EXHIBITS

- EXHIBIT O-1: Copy of an Order issued on June 9, 2015;
- EXHIBIT O-2: Copies of letters addressed to counsel for the Wabush CCAA Parties, *en liasse*;
- EXHIBIT O-3: Copies of reply correspondence, *en liasse*;
- EXHIBIT O-4: Copy of a letter to counsel for the Wabush CCAA parties providing justification for the request information;

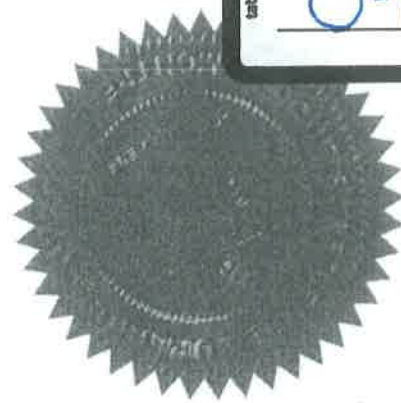
MONTREAL, this 24th day of July 2015

BCF llp

BCF LLP

ATTORNEYS FOR OBJECTING PARTY
MFC INDUSTRIAL LTD.

SUPERIOR COURT



CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N^o: **500-11-048114-157**

DATE: **June 9, 2015**

PRESIDING: THE HONOURABLE STEPHEN W. HAMILTON J.S.C.

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

BLOOM LAKE GENERAL PARTNER LIMITED

QUINTO MINING CORPORATION

8568391 CANADA LIMITED

CLIFFS QUÉBEC IRON MINING ULC

WABUSH IRON CO. LIMITED

WABUSH RESOURCES INC.

Petitioners

-and-

THE BLOOM LAKE IRON ORE MINE LIMITED PARTNERSHIP

BLOOM LAKE RAILWAY COMPANY LIMITED

WABUSH MINES

ARNAUD RAILWAY COMPANY

WABUSH LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

-and-

MOELIS & COMPANY LLC

Mise-en-cause

ORDER

- [1] **THE COURT**, upon reading the Wabush CCAA Parties' *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")*, having examined the affidavit and the exhibits;
- [2] **CONSIDERING** the report of the Monitor dated May 29, 2015 and the submissions of counsel for the Wabush CCAA Parties;
- [3] **GIVEN** the terms of the *Initial Order* of this Court (the "**Wabush Initial Order**") dated May 20, 2015 (the "**Wabush Filing Date**") and the provisions of the *Companies' Creditors Arrangement Act*;

FOR THESE REASONS, THE COURT HEREBY:

- [4] **GRANTS** the present Motion;

PRIORITIES FOR WABUSH CCAA CHARGES:

- [5] **ORDERS** that paragraph 47 of the Wabush Initial Order shall be amended as follows:
47. **DECLARES** that each of the CCAA Charges shall rank ahead of all hypothecs, mortgages, liens, security interests, priorities, trusts, deemed trusts (statutory or otherwise), charges, encumbrances or security of whatever nature or kind (collectively, the "**Encumbrances**") [...] affecting the Property of the Wabush CCAA Parties whether or not charged by such Encumbrances [...], with the exception of the Crown deemed trusts for sources deductions described in Section 37(2) CCAA and the sums that could be subject to a claim under Section 38(3) CCAA. For greater certainty, the CCAA Charges only extend to assets or rights against assets over which the Wabush CCAA Parties hold or acquire title, and the Interim Lender's Charge is subject to the Permitted Priority Liens (as defined in the Interim Financing Term Sheet).
- [6] **RESERVES** the rights of Her Majesty in right of Newfoundland and Labrador, as represented by the Superintendent of Pensions, the Syndicat des Métallos, Section Locale 6254, the Syndicat des Métallos, Section 6285 and the Attorney General of Canada to contest the priority of the Interim Lender Charge over the deemed trust(s) as

set out in the Notices of Objection filed by each of those parties in response to the Motion, which shall be heard and determined at the hearing scheduled on June 22, 2015

SISP

- [7] **APPROVES** the sale and investor solicitation procedures ("**Initial SISP**") (Exhibit R-6) as it relates to the Wabush CCAA Parties, *nunc pro tunc* to the Wabush Filing Date.
- [8] **AUTHORIZES** the amendment and restatement of the Initial SISP to reflect the inclusion of the Wabush CCAA Parties in the CCAA Proceedings, and **APPROVES** the amended and restated sale and investor solicitation procedures (the "**SISP**") (Exhibit R-9) attached hereto as Schedule "**A**";
- [9] **AUTHORIZES and DIRECTS** the Wabush CCAA Parties, the Monitor and the Sale Advisor (as defined in the SISP) to take such steps as they consider necessary or desirable in carrying out the SISP in accordance with its terms as relates to the Wabush CCAA Parties, *nunc pro tunc* to the Wabush Filing Date;
- [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 the 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;
- [11] **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 Iron Ore Company of Canada or its related companies (hereinafter the "**IOC**"), vis-à-vis the Wabush CCAA Parties, including, but not limited to, the rights pursuant to the Subscription Agreement dated August 3, 1959 referred to in IOC's Notice of objection already filed in the Court record and dated April 13, 2015;
- [12] **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 MFC Industrial Ltd. ("**MFC**") if any, vis-à-vis the Wabush CCAA Parties, including pursuant to an Amendment and Consolidation of Mining Leases dated September 2, 1959 and related sub-leases (as amended from time to time) as it relates to the property of Wabush CCAA Parties;
- [13] **RESERVES** the right of IOC, SIPA and of MFC to raise any such rights at a later stage if need be;
- [14] **RESERVES** the right of the Wabush CCAA Parties to contest the validity and/or enforceability of these contractual rights, if any, at any moment they may see fit.

SALE ADVISOR

- [15] **APPROVES** the Engagement Letter dated March 23, 2015 (Exhibit R-4A) (under seal) as relates to the Wabush CCAA Parties, nunc pro tunc to the Wabush Filing Date, which Engagement Letter by its terms is effective from and after January 27, 2015;
- [16] **ORDERS** that the Wabush Initial Order shall be amended to add the following title and paragraph after paragraph 32:

Sale Advisor Charge

32.1 **ORDERS** that Moelis & Company LLC (the "**Sale Advisor**") shall be entitled to the benefit of and is hereby granted a charge and security be secured by charge over the property of each Wabush CCAA Party on a several basis securing only those fees and expenses payable by each such Wabush CCAA Party, to a maximum of USD \$5 million (the "**Sale Advisor Charge**") as security for the Monthly Retainer Fee, Transaction Fees (each as defined therein) and expenses reimbursable pursuant to the Engagement Letter dated March 23, 2015. The Sale Advisor Charge shall have the priority set out in paragraph 47.1 of this Order.

- [17] **ORDERS** that the title appearing before paragraph 46 of the Wabush Initial Order shall be amended as follows:

Priorities and General Provisions Relating to CCAA Charges and the Sale Advisor Charge

- [18] **ORDERS** that the Wabush Initial Order shall be amended to add the following paragraph after paragraph 47:

47.1 **DECLARES** that the Sale Advisor Charge shall have priority over all claims of unsecured creditors of such Wabush CCAA Parties, but to be subordinated to the CCAA Charges and all secured claims.

- [19] **ORDERS** that paragraphs 49 through 52 of Wabush Initial Order shall be amended as follows:

49. **DECLARES** that each of the CCAA Charges and the Sale Advisor Charge shall attach (subject to the limitations set out in paragraph 32.1 hereof), as of the Effective Time, to all present and future Property of the Wabush CCAA Parties, notwithstanding any requirement for the consent of any party to any such charge or to comply with any condition precedent.

50. **DECLARES** that the CCAA Charges, the Sale Advisor Charge, the Interim Financing Term Sheet and the Interim Financing Documents and the rights and remedies of the beneficiaries of the CCAA Charges and the Sale Advisor Charge and the rights and remedies of the Interim Lender under the Interim Financing Term Sheet and the Interim Financing Documents, as applicable, shall be valid and enforceable and shall not otherwise be limited or impaired in any way by: (i) these proceedings and the declarations of insolvency made herein; (ii) any application(s) for bankruptcy order(s) filed pursuant to the BIA or any bankruptcy order made pursuant to such applications or any assignments in bankruptcy made or deemed to be

made in respect of any of the Wabush CCAA Parties; or (iii) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any agreement, lease, sub-lease, offer to lease or other arrangement which binds the Wabush CCAA Parties (a "**Third Party Agreement**"), and notwithstanding any provision to the contrary in any Third Party Agreement:

- (a) neither the creation of any of the CCAA Charges and the Sale Advisor Charge nor the execution, delivery, perfection, registration or performance of the Interim Financing Term Sheet or the Interim Financing Documents shall create or be deemed to constitute a breach by the CCAA Parties of any Third Party Agreement to which any CCAA Party is a party; and
- (b) the beneficiaries of the CCAA Charges and the Sale Advisor Charge shall not have any liability to any Person whatsoever as a result of any breach of any Third Party Agreement caused by or resulting from the creation of the CCAA Charges or the Wabush CCAA Parties entering into or performing their obligations under the Interim Financing Term Sheet and the Interim Financing Documents.

51. **DECLARES** that notwithstanding: (i) these proceedings and the declarations of insolvency made herein, (ii) any application(s) for bankruptcy order(s) issued pursuant to the BIA or any bankruptcy order made pursuant to such applications or any assignments in bankruptcy made or deemed to be made in respect of any Wabush CCAA Party, and (iii) the provisions of any federal or provincial statute, the payments or disposition of Property made by the Wabush CCAA Parties pursuant to this Order and the granting of the CCAA Charges and the Sale Advisor Charge, do not and will not constitute settlements, fraudulent preferences, fraudulent conveyances or other challengeable or reviewable transactions or conduct meriting an oppression remedy under any applicable law.

52. **DECLARES** that the CCAA Charges and the Sale Advisor Charge shall be valid and enforceable as against all Property of the Wabush CCAA Parties and against all Persons, including, without limitation, any trustee in bankruptcy, receiver, receiver and manager or interim receiver of the Wabush CCAA Parties.

[20] **ORDERS** that the unredacted copy of the Engagement Letter (Exhibit R-4A) shall be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of the Court;

SUSPENSION OF PENSION SPECIAL PAYMENTS

[21] **ORDERS** the request by the Wabush CCAA Parties for an order for the suspension of payment by the Wabush CCAA Parties of the monthly amortization payments coming due pursuant to the Contributory Pension Plan for Salaried Employees of Wabush

Mines, CMC, Managing Agent, Arnaud Railway Company and Wabush Lake Railway Company and the Pension Plan for Bargaining Unit Employees of Wabush Mines, CMC, Managing Agent, Arnaud Railway Company and Wabush Lake Railway Company, *nunc pro tunc* to the Wabush Filing Date is adjourned to June 22, 2015;

- [22] **ORDERS** the request by the Wabush CCAA Parties for an order for the suspension of payment by the Wabush CCAA Parties of the annual lump sum "catch-up" payments coming due pursuant to the Contributory Pension Plan for Salaried Employees of Wabush Mines, CMC, Managing Agent, Arnaud Railway Company and Wabush Lake Railway Company and the Pension Plan for Bargaining Unit Employees of Wabush Mines, CMC, Managing Agent, Arnaud Railway Company and Wabush Lake Railway Company, *nunc pro tunc* to the Wabush Filing Date is adjourned to June 22, 2015;
- [23] **ORDERS** the Wabush CCAA Parties' request for an order for the suspension of payment by the Wabush CCAA Parties of other post-retirement benefits to former hourly and salaried employees of their Canadian subsidiaries hired before January 1, 2013, including without limitation payments for life insurance, health care and a supplemental retirement arrangement plan, *nunc pro tunc* to the Wabush Filing Date is adjourned to June 22, 2015;

EXTENSION OF THE STAY PERIOD

- [24] **EXTENDS** the Stay Period ordered in the Wabush Initial Order until July 31, 2015;
- [25] **ORDERS** that paragraph 7 of the Wabush Initial Order shall be amended as follows:
7. **ORDERS** that, until and including July 31, 2015, or such later date as the Court may order (the "**Stay Period**"), no proceeding or enforcement process in any court or tribunal (each, a "**Proceeding**") shall be commenced or continued against or in respect of the Wabush CCAA Parties, or affecting the business operations and activities of the Wabush CCAA Parties (the "**Business**") or the Property (as defined herein below), including as provided in paragraph 11 hereinbelow except with leave of this Court. Any and all Proceedings currently under way against or in respect of the CCAA Parties or affecting the Business or the Property are hereby stayed and suspended pending further order of this Court, the whole subject to subsection 11.1 CCAA.
- [26] **ISSUES** and **SIGNS** an Amended Initial Order to reflect the amendments to the Initial Order ordered herein;
- [27] **ORDERS** the provisional execution of this Order notwithstanding any appeal and without the necessity of furnishing any security;
- [28] **WITHOUT COSTS**, save in the case of contestation.

8457149.9

CORRECTION


Judge Cook
Sudbury District Court


STEPHEN W. HAMILTON J.S.C.

Gary Rivard, Lawyer
514-397-6838
gary.rivard@bcf.ca

Montreal, June 8, 2015

BY EMAIL

WITHOUT PREJUDICE

Mtre Bernard Boucher
BLAKES CASSELS & GRAYDON
600 Boul de Maisonneuve West, Suite 2200
Montréal, QC H3A 3J2

Dear Confrère:

Re: In the matter of the plan of compromise or arrangement of :
Bloom Lake General Partner Limited et al.
Our file: 39724-1

This is further to our recent communications regarding the contractual rights of our client MFC Industrial Limited ("MFC") and in furtherance of our agreement regarding wording to be proposed amending the SISP Order and also regarding the filing of the Notice of Objection by MFC.

As confirmed in our email of Friday June 5, 2015, given the proposed amendment to the wording of the SISP Order, our client has filed a Notice of Objection to state and make public its position. Said Notice of Objection will not be debated for the time being.

In order to determine when it may be appropriate or relevant for our respective clients to debate issue of MFC's contractual rights, we believe that it is essential that further information on the evolution of the sales process be provided to MFC. Firstly, we would appreciate that you confirm with us that no offers were received by May 19, 2015 (LOI Deadline) regarding the Wabush assets and properties.

Furthermore, we would appreciate receiving confirmation that the various contractual documents that were filed in support our Notice of Contestation as Exhibits O-3 to O-12 were included in the documents made available to bidders in the electronic data room or if any other similar documents regarding the Mining Lease were provided.

This is in order to ensure that all interested third-parties have been advised of the existence of contractual rights in favour MFC and that said rights were taken into consideration at the time of filing a LOI, if any, or can be taken into consideration in the future.

Please provide answers to our requests at your earliest convenience.

Yours truly,

BCF LLP

A handwritten signature in cursive script, appearing to read "Gary Rivard".

Gary Rivard

GR/mje

c. c. Rod Talaifar, Sangra, Moller LLP

Rivard, Gary

From: Rivard, Gary
Sent: Monday, June 08, 2015 2:23 PM
To: 'bernard.boucher@blakes.com'
Cc: 'Rod Talaifar'
Subject: Re: MFC - Wabush CCAA
Attachments: 7211419_1_Lettre B. Boucher-08-06-2015.PDF

Bernard,

Please see the attached letter.

Also, please confirm in which room your Motion will be heard tomorrow morning.

Best regards,

Gary Rivard

BCF AVOCATS D'AFFAIRES | BUSINESS LAW

Gary Rivard

Avocat / Lawyer

T. +1-514-397-6838 | C. +1-514-825-5653 | F. +1-514-397-8515

W. bcf.ca | [vCard](#)

1100, boulevard René-Lévesque Ouest, 25e étage

Montréal • H3B 5C9 • Québec • Canada

BCF s.e.n.c.r.l. / LLP

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Gary Rivard, Lawyer
514-397-6838
gary.rivard@bcf.ca

Montreal, July 14, 2015

WITHOUT PREJUDICE
BY EMAIL

Mtre Bernard Boucher
BLAKES CASSELS & GRAYDON
600 Boul de Maisonneuve West
Suite 2200
Montréal, QC H3A 3J2

Re: In the matter of the plan of compromise or arrangement of :
Bloom Lake General Partner Limited et al.
Our file: 39724-1

Dear Confrère:

As you know, we act for MFC Industrial Ltd with regards to the above captioned file.

Our client has asked us to communicate with you to seek certain clarifications regarding rumored interventions by your client on the Wabush mining properties.

More particularly, our client has heard that your client may recently have spent between \$1-1.5MM to perform work on the properties and it is not clear if this is in fact true or what said work consists of and the reason for such an intervention in the circumstances. Is it simple maintenance and dust control which is required under workers' health and safety regulations or has your client initiated reclamation procedures regarding the properties?

Our client has no way of obtaining said information and therefore, has no other choice but to make this request for information to the Debtor corporations that you represent or to the Monitor that should normally be aware of and/or have authorized any such work on the properties.

We would appreciate if you could provide us with any information that you have regarding the situation or obtain same from the Monitor at your earliest convenience.

We remain yours truly,

BCF LLP

A handwritten signature in cursive script, appearing to read "Gary Rivard", written in dark ink.

Gary Rivard

GR/me

c. c. Mr. Rod Talaifar, Sangra Moller LLP
Mr. Harj S. Sangra, Sangra Moller LLP

Rivard, Gary

From: Rivard, Gary
Sent: Tuesday, July 14, 2015 2:18 PM
To: 'BOUCHER, BERNARD'
Cc: Harjit Sangra; RTalaifar@sangramoller.com
Subject: Re: Bloom Lake / Wabush CCAA [BCF-bcfdocs.FID8179770]
Attachments: 7339577_1_Letter to Mtre Bernard Boucher (July 14, 2015).pdf

Bernard,

Please see the attached letter.

Regards,

Gary Rivard

BCF AVOCATS D'AFFAIRES | BUSINESS LAW

Gary Rivard

Avocat / Lawyer

T. +1-514-397-6838 | C. +1-514-825-5653 | F. +1-514-397-8515

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Rivard, Gary

From: BOUCHER, BERNARD <BERNARD.BOUCHER@blakes.com>
Sent: Friday, June 12, 2015 9:40 AM
To: Rivard, Gary
Cc: RTalaifar@sangramoller.com; CHOW, MILLY; POLLOCK, ANDREW
Subject: RE: Re: MFC - Wabush CCAA

Dear Confrere,

With respect to your query about the outcome of the SISP as of May 19, we do not intend to provide you such information in order to protect the integrity of the SISP process.

With regards to the contractual documents that forms part of the virtual data room, verifications are currently being made and we will revert back to you shortly on that point.

Regards,

Bernard Boucher
Associé / Partner
bernard.boucher@blakes.com
Tél. / Dir. 514-982-4006

Blake, Cassels & Graydon S.E.N.C.R.L./s.r.l./LLP
Avocats
Agents de brevets et marques de commerce
600, boul. de Maisonneuve Ouest
Bureau 2200
Montréal, QC H3A 3J2
Tél : 514-982-4000 Fax : 514-982-4099

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De : Gary.Rivard@bcf.ca [<mailto:Gary.Rivard@bcf.ca>]

Envoyé : 11 juin 2015 15:20

À : BOUCHER, BERNARD

Cc : RTalaifar@sangramoller.com

Objet : FW: Re: MFC - Wabush CCAA

Dear confrere,

We have yet to receive a response to the attached letter which was originally sent to you by email on June 8, 2015.

Please confirm when we can expect to receive a response.

Best regards,

Gary Rivard

BCF AVOCATS D’AFFAIRES | BUSINESS LAW

Gary Rivard

Avocat / Lawyer

T. +1-514-397-6838 | C. +1-514-825-5653 | F. +1-514-397-8515

W. bcf.ca | [vCard](#)

1100, boulevard René-Lévesque Ouest, 25e étage
Montréal • H3B 5C9 • Québec • Canada

From: Rivard, Gary

Sent: Monday, June 08, 2015 2:23 PM

To: 'bernard.boucher@blakes.com'

Cc: 'Rod Talaifar'

Subject: Re: MFC - Wabush CCAA

Bernard,

Please see the attached letter.

Also, please confirm in which room your Motion will be heard tomorrow morning.

Best regards,

Gary Rivard

BCF AVOCATS D’AFFAIRES | BUSINESS LAW

Gary Rivard

Avocat / Lawyer

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please inform the sender by return e-mail immediately and delete this message and destroy all copies.

Rivard, Gary

From: BOUCHER, BERNARD <BERNARD.BOUCHER@blakes.com>
Sent: Sunday, June 28, 2015 9:43 AM
To: Rivard, Gary
Cc: RTalaifar@sangramoller.com; SHALVIRI, ARYO
Subject: RE: Re: MFC - Wabush CCAA

Dear Confrere,

With respect to the inquiry you made in your letter dated June 8, we confirm that the agreements (Exhibits O-3 to O-12 in support of your Notice of contestation) were not available until now in the data room.

However, and to fulfill your request, please note that these documents will be uploaded shortly in the data room.

My colleague. Aryo Shalviri, will confirm once that this operation has been completed.

Regards,

Bernard Boucher
Associé / Partner
bernard.boucher@blakes.com
Tél. / Dir. 514-982-4006

Blake, Cassels & Graydon S.E.N.C.R.L./s.r.l./LLP Avocats Agents de brevets et marques de commerce 600, boul. de
Maisonneuve Ouest Bureau 2200
Montréal, QC H3A 3J2
Tél : 514-982-4000 Fax : 514-982-4099



Blake, Cassels & Graydon S.E.N.C.R.L./s.r.l.
600, boul. de Maisonneuve O., Bureau 2200, Montréal (Québec) H3A 3J2
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above or by return email and delete this communication and any copy immediately. Thank you.

From: Gary.Rivard@bcf.ca [mailto:Gary.Rivard@bcf.ca]
Sent: Thursday, June 11, 2015 3:20 PM
To: BOUCHER, BERNARD
Cc: RTalaifar@sangramoller.com
Subject: FW: Re: MFC - Wabush CCAA

Dear confrere,

We have yet to receive a response to the attached letter which was originally sent to you by email on June 8, 2015.

Please confirm when we can expect to receive a response.

Best regards,

Gary Rivard

BCF AVOCATS D'AFFAIRES | BUSINESS LAW

Gary Rivard

Avocat / Lawyer

T. +1-514-397-6838 | C. +1-514-825-5653 | F. +1-514-397-8515

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1100, boulevard René-Lévesque Ouest, 25e étage
Montréal • H3B 5C9 • Québec • Canada

From: Rivard, Gary

Sent: Monday, June 08, 2015 2:23 PM

To: 'bernard.boucher@blakes.com'

Cc: 'Rod Talaifar'

Subject: Re: MFC - Wabush CCAA

Bernard,

Please see the attached letter.

Also, please confirm in which room your Motion will be heard tomorrow morning.

Best regards,

Gary Rivard

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Rivard, Gary

From: BOUCHER, BERNARD <BERNARD.BOUCHER@blakes.com>
Sent: Monday, July 20, 2015 2:34 PM
To: Rivard, Gary
Cc: hsangra@sangramoller.com; RTalaifar@sangramoller.com
Subject: RE: Bloom Lake / Wabush CCAA [BCF-bcfdocs.FID8179770]
Attachments: Letter BCF - July 20 2015.pdf

Dear Confrère,

I firstly apologize for the delay before replying to your letter but I was out of the office until today.

Please see the attached letter in reply to yours.

Regards,

Bernard Boucher
Associé / Partner
bernard.boucher@blakes.com
Tél. / Dir. 514-982-4006

Blake, Cassels & Graydon s.E.N.C.R.L./s.r.l./LLP
Avocats
Agents de brevets et marques de commerce
600, boul. de Maisonneuve Ouest
Bureau 2200
Montréal, QC H3A 3J2
Tél : 514-982-4000 Fax : 514-982-4099

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De : Gary.Rivard@bcf.ca [<mailto:Gary.Rivard@bcf.ca>]
Envoyé : 14 juillet 2015 14:18
À : BOUCHER, BERNARD
Cc : hsangra@sangramoller.com; RTalaifar@sangramoller.com
Objet : Re: Bloom Lake / Wabush CCAA [BCF-bcfdocs.FID8179770]

Bernard,

Please see the attached letter.

Regards,

Gary Rivard

BCF AVOCATS D'AFFAIRES | BUSINESS LAW

Gary Rivard

Avocat / Lawyer

T. +1-514-397-6838 | C. +1-514-825-5653 | F. +1-514-397-8515

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Barristers & Solicitors
Patent & Trade-mark Agents
600 de Maisonneuve Boulevard West
Suite 2200
Montreal QC H3A 3J2 Canada
Tel: 514-982-4000 Fax: 514-962-4099

WITHOUT PREJUDICE

July 20, 2015

VIA EMAIL

Bernard Boucher
Dir: 514-982-4006
Bernard.boucher@blakes.com

Reference: 11573/371

Mtre Gary Rivard
BCF LLP
25th Floor
1100, boul. René-Lévesque West
Montreal QC H3B 5C9

Email: gary.rivard@bcf.ca

RE: In the matter of the Plan of Compromise or Arrangement of Bloom Lake General Partner Limited, Quinto Mining Corporation, 8568391 Canada Limited, Cliffs Québec Iron Mining ULC, Wabush Iron Co. Limited ("**Wabush Iron**") and Wabush Resources Inc. ("**Wabush Resources**"), as Petitioners, and The Bloom Lake Iron Ore Mine Limited Partnership, Bloom Lake Railway Company Limited, Wabush Mines, Arnaud Railway Company and Wabush Lake Railway Company, Limited, as Mises-en-Cause, File No. 500-11-048114-157 (collectively, the "**CCAA Parties**")

Re: Amendment and Consolidation of Mining Leases made between Canadian Javelin Limited (now MFC Industrial Ltd. ("**MFC**")) and Wabush Iron dated as of September 2, 1959 (as amended, restated, supplemented or modified from time to time, the "**Sublease**")

Dear Confrère:

As you are aware, we are counsel to the CCAA Parties in connection with the above-noted proceedings under the *Companies' Creditors Arrangement Act* ("**CCAA**").

On January 27, 2015, Bloom Lake General Partner Limited and certain of its affiliates filed for and obtained protection from their creditors under the CCAA in the above-named proceedings (the "**CCAA Proceedings**"). On May 20, 2015, Wabush Iron, and Wabush Resources, as petitioners, and Wabush Mines, Arnaud Railway Company and Wabush Lake Railway Company, Limited, as Mises-en-Cause (collectively, the "**Wabush CCAA Parties**") obtained protection from their creditors under the CCAA pursuant to an initial order granted by the Québec Superior Court [Commercial Division] (the "**Court**") in the same CCAA Proceedings (the "**Wabush Initial Order**"). FTI Consulting Canada Inc. has been appointed as Monitor in the CCAA Proceedings (the "**Monitor**").



Pursuant to the Wabush Initial Order, an initial stay of proceedings was granted against the Wabush CCAA Parties until June 19, 2015. Pursuant to an order of the Court dated June 9, 2015, such stay was extended to July 31, 2015 (as may be further extended from time to time, the "Stay").

This letter is in response to your letter dated July 14, 2015 requesting particulars with respect to alleged interventions and work conducted upon the Wabush Mine.

In order for us to better understand your request and advise our client accordingly, please provide us with the basis of your request, including a reference to the particular section of the Sublease or any other agreement or document pursuant to which your request is being made.

Yours very truly,

Bernard Boucher

BB/fr

c.c./ Clifford T. Smith, Wabush Mines
Nigel Meakin, FTI Consulting Canada Inc. in its capacity as Monitor



Blake, Cassels & Graydon LLP
Barristers & Solicitors
Patent & Trade-mark Agents
600 de Maisonneuve Boulevard West
Suite 2200
Montreal QC H3A 3J2 Canada
Tel: 514-982-4000 Fax: 514-962-1099

WITHOUT PREJUDICE

July 20, 2015

VIA EMAIL

Bernard Boucher
Dir: 514-982-4006
Bernard.boucher@blakes.com

Reference: 11573/371

Mtre Gary Rivard
BCF LLP
25th Floor
1100, boul. René-Lévesque West
Montreal QC H3B 5C9

Email: gary.rivard@bcf.ca

RE: In the matter of the Plan of Compromise or Arrangement of Bloom Lake General Partner Limited, Quinto Mining Corporation, 8568391 Canada Limited, Cliffs Québec Iron Mining ULC, Wabush Iron Co. Limited ("**Wabush Iron**") and Wabush Resources Inc. ("**Wabush Resources**"), as Petitioners, and The Bloom Lake Iron Ore Mine Limited Partnership, Bloom Lake Railway Company Limited, Wabush Mines, Arnaud Railway Company and Wabush Lake Railway Company, Limited, as Mises-en-Cause, File No. 500-11-048114-157 (collectively, the "**CCAA Parties**")

Re: Amendment and Consolidation of Mining Leases made between Canadian Javelin Limited (now MFC Industrial Ltd. ("**MFC**")) and Wabush Iron dated as of September 2, 1959 (as amended, restated, supplemented or modified from time to time, the "**Sublease**")

Dear Confrère:

As you are aware, we are counsel to the CCAA Parties in connection with the above-noted proceedings under the *Companies' Creditors Arrangement Act* ("**CCAA**").

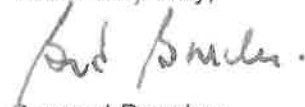
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This letter is in response to your letter dated July 14, 2015 requesting particulars with respect to alleged interventions and work conducted upon the Wabush Mine.

In order for us to better understand your request and advise our client accordingly, please provide us with the basis of your request, including a reference to the particular section of the Sublease or any other agreement or document pursuant to which your request is being made.

Yours very truly,



Bernard Boucher

BB/fr

c.c.: Clifford T. Smith, Wabush Mines
Nigel Meakin, FTI Consulting Canada Inc. in its capacity as Monitor



Rivard, Gary

From: Rivard, Gary
Sent: Wednesday, July 22, 2015 3:29 PM
To: 'BOUCHER, BERNARD'
Cc: 'sylvain.rigaud@nortonrosefulbright.com'; 'nigel.meakin@fticonsulting.com'; 'steven.bissell@fticonsulting.com'; 'Rod Talaifar'; Harjit Sangra
Subject: Re: In the matter of the plan of compromise or arrangement of: Bloom Lake general Partner Limited et al. [BCF-bcfdocs.FID8179770]
Attachments: 7366168_1_Letter to Mtre Bernard Boucher (July 22, 2015).PDF

WITHOUT PREJUDICE

Dear confrere:

Please see the attached letter.

Best regards,

Gary Rivard

BCF AVOCATS D'AFFAIRES | BUSINESS LAW

Gary Rivard
Avocat / Lawyer

T. +1-514-397-6838 | C. +1-514-825-5653 | F. +1-514-397-8515

W. bcf.ca | [vCard](#)

1100, boulevard René-Lévesque Ouest, 25e étage

Montréal • H3B 5C9 • Québec • Canada

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Gary Rivard, lawyer
Direct Line: (514) 397-6838
gary.rivard@bcf.ca

Montreal, July 22, 2014

BY E-MAIL

Mtre Bernard Boucher
Blake, Cassels & Graydon LLP
600 de Maisonneuve Blvd. West
Suite 2200
Montreal, Quebec H3A 3J2

Re: In the matter of the plan of compromise or arrangement of: **Bloom Lake
General Partner Limited et al.**

Our file: 39724.1

Dear confrere:

We are in receipt of your letter dated July 20, 2015. In response thereto, we advise that:

1. MFC Industrial Ltd. ("**MFC**") is the lessor under an amendment and consolidation of mining leases between Canadian Javelin Limited and Wabush Iron Co. Limited ("**WIC**") dated September 2, 1959, as amended, which was filed as Exhibit O-5 in support of the MFC's Notice of Objection dated June 5, 2015 (the "**Wabush Sublease**"), pursuant to which WIC and Wabush Resources Inc. (collectively, the "**Wabush JV**") hold their sub-leasehold interest in the Wabush mine property.
2. The Wabush Sublease expires in 2055, but may be earlier terminated in certain events with the mine property reverting to MFC, including (the "**Reversionary Rights**"), among others:
 - a. by MFC pursuant to Clause C(4) of the Wabush Sublease, if any of the rents or royalties or any part thereof payable by it thereunder are in arrears for 30 days or if any covenant or condition contained therein shall not have been duly performed or observed by WIC, upon MFC providing WIC 60 days' written notice that such rents and royalties have not been paid and demanding payment thereof or that any covenant or condition has not been

performed or observed and WIC fails to make such payment or perform or observe such covenant within such period of notice; and

- b. by WIC pursuant to Clause C(1) of the Wabush Sublease if WIC provides sixty days' notice in writing to that effect;
3. As you may be aware, MFC has been informed that no royalty payment would be made by July 25, 2015, therefore raising the possibility of a default under the Wabush Sublease if the situation is not cured within the delay stipulated therein;
4. In the event that Wabush Sublease is terminated pursuant to the Reversionary Rights, Clause C(3) of the Wabush Sublease provides MFC the right to acquire the Wabush mine infrastructure and related property at their "reasonable market price" (the "**Purchase Rights**") as follows:

"That it shall be lawful for the Lessee to remove all buildings, plan, machinery and all articles and things of the Lessee in and upon or under the Demised Premises at any time within six (6) months after the determination of the tenancy; provided that the Lessor shall have the right by notice in writing to the Lessee to purchase all or any part of the said properties, articles and things at the then reasonable market price, to be determined, failing agreement thereon between the parties, by arbitration as hereinafter provided."

5. It has come to our client's attention that the Wabush JV has recently spent significant amounts to perform work at the Wabush mine property. The eighth report to the Court submitted by FTI Consulting Inc. (the "**Monitor**") dated July 20, 2015 (the "**8th Monitor's Report**"), does not provide any information regarding the work being conducted at the Wabush mine property other than making a broad reference to "environmental monitoring and containment activities".

MFC is seeking clarification regarding activities at the mine property as certain activities, including the dismantling or destruction of infrastructure and other reclamation initiatives, adversely affect MFC's interests, including the Reversionary Rights and the Purchase Rights.

6. The 8th Monitor's Report states that the CCAA Parties (as defined therein) and the Monitor have received various offers in respect of the business and/or assets of the CCAA Parties under the SISF (as defined therein). However, no detail is provided regarding the specific offers or what assets are the subject of such offers. The report also discloses that the "Monitor has obtained proposals for the liquidation of assets" without providing any further details regarding such proposals.

7. The SISP only addresses sales and/or investments involving the business and assets in respect of the restructuring of the CCAA Parties and does not contemplate the "liquidation proposals" referenced in the 8th Monitor's Report and related motion.
8. No information has been provided as to whether any of the liquidation proposals received by the Monitor involve the sale of the infrastructure and related assets at the Wabush mine that are the subject of MFC's Purchase Rights under the Wabush Sublease. It is MFC's position that any sale or liquidation involving the assets underlying MFC's Purchase Rights would be contrary to the Wabush Sublease and its rights thereunder.

Additionally, as Clause C(3) provides that under the Purchase Rights, MFC would acquire the assets at the "then reasonable market price", the exercise of such rights by MFC would likely result in greater proceeds than any liquidation proposal and, therefore, would be in the best interests of all stakeholders.

9. Given that little detail has been provided by the CCAA Parties and the monitor regarding current activities at the Wabush mine property and details of any offers or liquidation proposals affecting the property and assets underlying the Reversionary Rights and the Purchase Rights, MFC does not currently have sufficient information to determine whether it should object to the extension of the stay of proceedings currently sought by the CCAA Parties.
10. MFC understands that the Wabush JV's reclamation obligations under applicable laws are secured by bonds issued to the Government of Newfoundland by Cliffs Natural Resources Inc. ("Cliffs"), which is the ultimate parent of the Wabush JV and is not a CCAA Party. Accordingly, by reducing the overall liability of Cliffs under such bonds, it would appear that any reclamation activities conducted would result in an indirect cash distribution to Cliffs, negatively impacting the rights and interests of the creditors and other stakeholders of the CCAA Parties, including MFC.

Based on the foregoing, we kindly request that you provide the information previously requested by us on behalf of MFC, including:

- details of the activities currently being conducted at the Wabush mine property, including whether such activities are limited to simple maintenance and dust control, and the reasons therefor;
- confirmation that the Wabush JV will not commence reclamation activities or other actions that may be contrary to MFC's rights under the Wabush Sublease, including the Reversionary Rights and the Purchase Rights and improperly benefit Cliffs to the detriment of other creditors; and

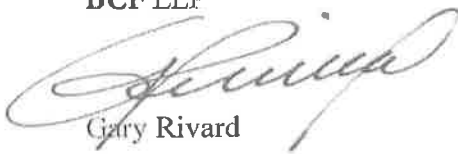
- confirmation that none of the liquidation proposals received and being considered affect or impair MFC's rights under the Wabush Sublease as contemplated under the Court order approving the SISP.

We request that the above information be provided to us in a satisfactory manner, by no later than 10:00 a.m. on Friday, July 24, 2015, failing which we will have no other choice but to serve and file a Notice of Objection regarding the Wabush CCAA Parties' Motion for the issuance of an Order Extending the Stay of Period in order to entitle our client to make representations to the Court regarding the issues raised hereinabove.

Please do not hesitate to contact the undersigned if you require any further clarifications regarding the foregoing.

Yours truly,

BCF LLP



Gary Rivard

GR/me

cc. FTI Consulting Canada Inc.
(Attn: Nigel Meakin and Steven W. Bissell)

Norton Rose Fulbright LLP
(Attn: Sylvain Rigaud)

Sangra Moller LLP
(Attn: Harjit Sangra and Rod Talaiifar)

Client

No.: 500-11-048114-157

**SUPERIOR COURT. PROVINCE OF QUÉBEC .
DISTRICT OF MONTREAL**

**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, WABUSH IRON CO LIMITED,
WABUSH RESOURCES INC.;**

Petitioners

-and-

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

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

and-

MOELIS & COMPANY LLC

Mise-en-cause

- and -

MFC INDUSTRIAL LTD.

Objecting Party

**NOTICE OF OBJECTION BY MFC INDUSTRIAL LTD TO THE
MOTION FOR THE ISSUANCE OF AN ORDER EXTENDING
THE STAY PERIOD, AFFIDAVIT, NOTICE OF PRESENTATION,
LIST OF EXHIBITS AND EXHIBITS O-1 TO O-4**

ORIGINAL

Me Gary Rivard

Our file: 39724.1



**1100 René-Lévesque Blvd. West, 25th Floor
MONTREAL, QUEBEC, CANADA**

H3B 5C9

Tel: (514) 397-6838

Fax: (514) 397-8515

BB 7462