

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of New York

Worldlink Resources Limited

Plaintiff(s)

v.

Civil Action No. 17 civ 8486

Bloom Lake General Partner Limited,  
Bloom Lake Iron Ore Mine Limited Partnership,  
and Cliffs Quebec Iron Mining ULC (f/k/a Cliffs  
Quebec Iron Mining Limited, and also  
f/k/a Consolidated Thompson Iron Mines Limited)

Defendant(s)

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address)

Bloom Lake General Partner Limited  
199 Bay Street, Suite 4000  
Toronto, Ontario, M5L 1A9  
Canada

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Anthony M. Candido  
Clifford Chance US LLP  
31 West 52 Street  
New York, NY 10019  
USA

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: 11/02/2017

ISI V. FRROKAJ

Signature of Clerk or Deputy Clerk





85105

BCR # 39156-2

①

Civil Action No. 17 civ 8486

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

I returned the summons unexecuted because \_\_\_\_\_; or

Other *(specify)*:

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ \_\_\_\_\_ 0.00 .

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc:



**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

WORLDBLINK RESOURCES LIMITED,

Petitioner,

v.

BLOOM LAKE GENERAL PARTNER  
LIMITED, BLOOM LAKE IRON ORE MINE  
LIMITED PARTNERSHIP, and CLIFFS  
QUEBEC IRON MINING ULC (f/k/a CLIFFS  
QUEBEC IRON MINING LIMITED and also  
f/k/a CONSOLIDATED THOMPSON IRON  
MINES LIMITED),

Respondents.

Civil Action No. \_\_\_\_\_

**PETITION TO CONFIRM ARBITRAL AWARD**

1. Petitioner Worldlink Resources Limited ("Worldlink" or "Petitioner") by and through its attorneys, petitions for entry of an order and judgment pursuant to 9 U.S.C. § 207 (i) recognizing and confirming the Final Arbitral Award (the "Award") in the arbitration between Worldlink and Bloom Lake General Partner Limited, Bloom Lake Iron Ore Mine Limited Partnership, and Cliffs Quebec Iron Mining ULC (f/k/a Cliffs Quebec Iron Mining Limited, and also f/k/a Consolidated Thompson Iron Mines Limited) (collectively, "Respondents"), Case No. 18209/VRO/AGF/ZF (c. 18251/VRO/AFG) in the ICC International Court of Arbitration in New York (the "Arbitration"); (ii) entering judgment in Petitioner's favor against Respondents in the amounts described herein, plus interest and the costs of this proceeding; and (iii) awarding Petitioner such other and further relief as the Court deems just and proper.

### THE PARTIES

2. Petitioner Worldlink is a company incorporated under the laws of the Independent State of Samoa with its principal place of business in Beijing, China.

3. Respondent Bloom Lake General Partner Limited ("BL") is a company incorporated under the laws of Ontario, Canada with its principal place of business in Toronto, Ontario, Canada.

4. Respondent Bloom Lake Iron Ore Mine Limited Partnership ("BLP") is a limited partnership established under the laws of Ontario, Canada, with its principal place of business in Toronto, Ontario, Canada.

5. Respondent Cliffs Quebec Iron Mining ULC (f/k/a Cliffs Quebec Iron Mining Limited and also f/k/a Consolidated Thompson Iron Mines Limited) ("CT") is a company incorporated in Canada with its principal place of business in Montreal, Quebec, Canada.

### JURISDICTION AND VENUE

6. Petitioner seeks confirmation and recognition of the Award, which resulted from the Arbitration between Petitioner and Respondents seated in New York, under the 1998 ICC Rules of Arbitration.

7. The 1958 United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards (the "New York Convention") governs the recognition and enforcement of arbitral awards "not considered as domestic awards in the State where their recognition and enforcement are sought." New York Convention art. I(1).

8. The Award is a non-domestic award pursuant to 9 U.S.C. § 202 and therefore falls under the New York Convention because it arises out of a commercial relationship among non-U.S. citizens and that concerns performance and enforcement outside the U.S. and has other reasonable relations with one or more foreign states.

9. This Court has original subject matter jurisdiction over this Petition pursuant to 9 U.S.C. § 203, which vests the federal district courts with original jurisdiction over a proceeding falling under the New York Convention.

10. This Court has personal jurisdiction over each of the Respondents because each of the Respondents consented to arbitrate in New York, each of the Respondents in fact participated in the Arbitration in New York, and this Petition seeks to confirm the Award resulting from that Arbitration in New York.

11. Venue is proper in this Court pursuant to 9 U.S.C. § 204 and 28 U.S.C. § 1391(b) because this Court "embraces the place designated in the agreement as the place of arbitration" and because the Arbitration took place in New York, New York.

#### **FACTUAL BACKGROUND**

##### **A. The Distributor Agreement.**

12. In December 2007, Worldlink (a commodities investor and trading company) and CT (at the time, a junior mining company) entered into the Distributor Agreement (together with its amendments, the "Agreement"), a valid contract under New York law. A duly certified copy of the Distributor Agreement is attached as Exhibit 1 to the annexed Declaration of Simon Greenberg dated November 1, 2017 ("Greenberg Decl.").

13. Pursuant to the Distributor Agreement, Worldlink was to become CT's exclusive distributor in China of iron ore concentrate from CT's Bloom Lake Mine. CT agreed to sell to Worldlink seven million metric tons of iron ore concentrate from CT's Bloom Lake Mine per year for seven years. Worldlink would then sell this product to end users in China.

14. The parties sought a pricing system that would ensure that Worldlink could sell the iron ore concentrate at competitive prices acceptable to Chinese purchasers. The price was to

be determined by reference to the annual iron ore benchmark price published by Companhia Vale do Rio Doce ("Vale"). Worldlink would earn a commission of 1.75% of the purchase price for all sales of iron ore concentrate in China.

15. Section 15 of the Distributor Agreement provides that the contract "shall be construed and governed by the law of the State of New York, U.S.A."

16. Section 16 of the Distributor Agreement provides:

All disputes arising in connection with this Agreement shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The board of arbitration shall be composed of three arbitrators, one of whom shall be chosen by [Worldlink], one by [CT] and the third by the two so chosen. If both, or either [Worldlink] or [CT] fail to choose an arbitrator within 14 (fourteen) days after receiving notice of commencement of arbitration proceedings or if the two arbitrators so chosen cannot agree upon a third arbitrator within 14 (fourteen) days after they have been chosen, the Court of Arbitration of International Chamber of Commerce shall, upon request of the parties, or either party, appoint the arbitrators required to complete the board. The place of arbitration shall be New York, U.S.A.

(Greenberg Decl. Ex. 1.)

**B. The Addendum Agreement.**

17. On July 19, 2009, Worldlink and CT entered into the Addendum Agreement, which amended the Distributor Agreement (referred to in the Addendum Agreement as the "Worldlink Agreement"), a valid contract under New York law. A duly certified copy of the Addendum Agreement is attached as Exhibit 2 to the annexed Greenberg Declaration.

18. The Addendum Agreement accommodated certain organizational changes to the exploitation of the Bloom Lake Mine, including (1) investment from a third party, Wuhan Iron and Steel Group Company ("WISCO"), a Worldlink customer; and (2) the formation of the Bloom Lake Iron Ore Mine Limited Partnership ("BLP") and Bloom Lake General Partner Limited ("BL"), to whom certain of CT's rights and obligations were assigned.

19. Pursuant to the Addendum Agreement, BLP could allocate to WISCO between 3 million and 3.8 million metric tons of the 7 million metric tons of iron ore concentrate due to be supplied to Worldlink annually under the Distributor Agreement. Worldlink remained entitled to its 1.75% commission for the portion supplied to WISCO.

20. Section 5 of the Addendum Agreement provides:

The [Distributor Agreement] and this Addendum shall be read together and together shall constitute one and the same instrument as amended by this Addendum.

(Greenberg Decl. Ex. 2.)

**C. The First Supplemental Agreement.**

21. In March 2010, Vale stopped publishing its annual iron ore benchmark price. In December 2010, Worldlink and BLP, by its general partner BL, entered into a "First Supplemental Agreement" to the Distributor Agreement (referred to therein as the "Iron Ore Offtake Agreement") (the "FSA"), a valid contract under New York law. A duly certified copy of the FSA is attached as Exhibit 3 to the annexed Greenberg Declaration.

22. The FSA included a new temporary pricing system, the BLP Price Methodology, to price the iron ore concentrate to be supplied under the Distributor Agreement. Worldlink played no part in negotiating the BLP Price Methodology, which was the product of pricing negotiations/agreements between the Respondents and WISCO. This new temporary pricing system was meant to produce competitive prices acceptable to Chinese end users, WISCO being one such end user.

23. In Article 3 of the FSA, the parties "acknowledge and agree that, except as amended pursuant to this First Supplemental Agreement, all provisions of the [Distributor Agreement] shall remain in full force and effect." Article 3.2 further provides:



If a conflict arises, the Buyer and the Seller shall negotiate solutions in good faith to settle such conflict and if negotiations fail to settle, then the parties shall settle all disputes by means of arbitration as provided in the [Distributor Agreement].

(Greenberg Decl. Ex. 3.) Article 3.5 further provides that the contract "will for all intents and purposes be governed by, interpreted and construed in accordance with the substantive laws of the State of New York, U.S.A."

**D. The Parties' Course of Performance of the Agreement.**

24. Between 2009 and 2011, CT failed to supply the quantities of iron ore concentrate provided for in the Agreement. At the same time, CT delivered to other iron ore traders operating in China. Because of Respondents' defaults and delivery shortages, Worldlink could not perform sales contracts with customers and suffered losses.

25. Through the course of their performance, the parties modified the terms of the Agreement. Because of supply-side instability and delay at the Bloom Lake Mine, the parties adopted a practice by which Worldlink was not required to furnish a shipping schedule. This was consistent with the fact that the schedule had to follow the production rhythm and level of the Bloom Lake Mine, which was exclusively monitored and controlled by CT. Therefore, the parties adopted a practice whereby (i) CT, as the supplier, was responsible for providing the shipping schedule; and (ii) windows of dates for shipments ("laycans") were to be mutually agreed, with CT being required to give sufficient notice of its proposed laycans (approximately 45 days).

**E. Cliffs Acquires CT.**

26. On or around May 12, 2011, Cliffs Natural Resources Inc. ("Cliffs"), a global mining company headquartered in Cleveland, Ohio, acquired CT. After the acquisition, CT was rebranded as "Cliffs Quebec Iron Mining Limited."

27. Cliffs was not interested in continuing the relationship with Worldlink. Among other reasons, Cliffs believed that it did not need traders to sell the Bloom Lake Mine iron ore concentrate in China because Cliffs already had an office in Beijing.

28. Cliffs personnel soon took over performance of the Agreement. The parties' relationship deteriorated shortly thereafter.

29. After Cliffs acquired CT, Cliffs directed the activity of Respondents with respect to the Agreement, acted as Respondents with respect to the Agreement, and otherwise acted as the alter ego of the Respondents in connection with the Agreement.

**F. Discussions Regarding Pricing and Proposed Shipping Schedules.**

30. At around this time, the BLP Price Methodology had begun to undermine the performance of the Agreement. The BLP Price Methodology was failing to produce prices at which Chinese end users were willing to buy. Worldlink asked Cliffs (acting as Respondents) to agree on a new pricing method acceptable to Chinese end users, to the benefit of all parties. In early July, Cliffs (acting as Respondents) informed Worldlink that Cliffs (acting as Respondents) would be willing to discuss the relationship and pricing at a meeting in Cleveland in late July or early August 2011.

31. Then, on July 8, 2011, Cliffs (acting as Respondents) insisted that Worldlink confirm the establishment of a letter of credit for a proposed July 2011 laycan (without the requisite 45 days' notice in accordance with the parties' practice). Cliffs (acting as Respondents) stated that if Worldlink did not confirm the letter of credit, they would conclude that Worldlink no longer intended to comply with the Agreement.

32. By letter dated July 19, 2011 (but sent on July 20, 2011), Cliffs (acting as Respondents) insisted that Worldlink provide a shipping schedule for the next year

(notwithstanding the practice that Respondents and/or Cliffs (acting as Respondents) would provide the shipping schedules due to instability of production at the Bloom Lake Mine). Cliffs (acting as Respondents) issued an ultimatum: if Worldlink did not provide the shipping schedule within two days, Cliffs (acting as Respondents) and/or Respondents would find other buyers for all their remaining tonnage obligations under the Agreement.

33. On July 21, 2011, Worldlink responded that, in accordance with the parties' practice, CT was required to provide the shipping schedule because the mine production had not stabilized. Worldlink also reiterated that, in accordance with the parties' practice, 45 days' notice was required to establish laycans. Finally, Worldlink affirmed that it was looking forward to meeting in Cleveland to discuss pricing matters and the parties' commercial relationship.

**G. Cliffs (Acting as Respondents) Purports to Terminate the Agreement.**

34. On August 4, 2011, Cliffs (acting as Respondents) wrote to Worldlink purporting to terminate the Agreement with immediate effect, alleging that Worldlink had committed a material breach. The purported termination was based on (i) Worldlink's alleged failure to provide a shipping schedule, and (ii) Worldlink's alleged failure to take delivery by certain dates and to respond regarding a future shipment. (These grounds were rejected by the Tribunal, as well as other grounds raised by Respondents in the Arbitration.)

35. Because of the breaches of the Agreement by Respondents and/or Cliffs (acting as Respondents) and because of the wrongful repudiation of the Agreement by Respondents and/or Cliffs (acting as Respondents), Worldlink has suffered injury and damages.

## THE ARBITRATION

### A. Commencement of the Arbitration.

36. On September 29, 2011, BLP filed a request for arbitration with the International Chamber of Commerce (the "ICC"), asserting claims for breach of the Agreement. This request initiated ICC arbitration case no. 18209/VRO. CT and BL later joined BLP's case as claimants, asserting the same claims under the Agreement. Respondents asserted principally that Worldlink had breached the Agreement for the reasons set forth in the August 4, 2011 letter, among other reasons.

37. On October 20, 2011, Worldlink filed its own request for arbitration against CT (by that time known as "Cliffs Quebec Iron Mining Limited"), BL, and BLP, asserting claims under the Agreement. The request initiated ICC arbitration case no. 18251/VRO.

38. On October 28, 2011, Worldlink filed an answer to BLP's request for arbitration, and asserted various counterclaims, including that Respondents had wrongfully repudiated the Agreement.

39. On February 9, 2012, the ICC consolidated the two requests for arbitration into one proceeding with the reference number 18209/VRO (c. 18251/VRO). In the Arbitration, CT, BL, and BLP were referred to as "Claimants" and Worldlink was referred to as "Respondent." (Unless otherwise noted, "Respondents" herein refer to CT, BL, and BLP, who are the respondents in this proceeding.)

40. On March 26, 2012, Respondents filed an answer to Worldlink's counterclaims in the consolidated proceeding.

**B. Preliminary Proceedings and Terms of Reference.**

41. As provided in the Agreement, each side in the Arbitration nominated one arbitrator to serve on the panel. The parties then jointly nominated a chairman. The ICC confirmed these nominations, pursuant to which the Arbitration panel consisted of: Mr. Paul M. Singer, Esq. (nominated by Respondents), Dr. Michael J. Moser (nominated by Worldlink), and Dr. Horacio A. Grigera Naón as Chairman (jointly nominated by the parties) (together, the "Tribunal").

42. On March 2, 2013, the Tribunal completed the Arbitration's "Terms of Reference," which was signed and agreed by each of Worldlink, BL, BLP, and CT. The Terms of Reference documented and confirmed various issues, *e.g.*, the nature of the parties' contentions, the scope of the Arbitration, and the location of the Arbitration in New York, among other things. A duly certified copy of the Terms of Reference is attached as Exhibit 4 to the annexed Greenberg Declaration.

43. Section 3.1 of the Terms of Reference summarized the Respondents' claims and contentions in the Arbitration. Respondents contended that Worldlink had breached the Agreement by, among other things, failing to provide shipping schedules and to confirm certain laycans, and by purportedly repudiating the Agreement by insisting on a re-negotiation of pricing terms.

44. Section 3.2 of the Terms of Reference summarized Worldlink's counterclaims and contentions in the Arbitration. Worldlink contended that Respondents had breached the Agreement by, among other things, wrongfully terminating it, failing to pay previously incurred and/or outstanding commissions to Worldlink, failing to agree on a new pricing mechanism, and by distributing directly to end users in China contrary to Worldlink's exclusive rights to

distribute in China. Worldlink also contended that Respondents had breached various related duties, including an alleged fiduciary duty in connection with a quasi-partnership the parties had with respect to the distribution of material from the Bloom Lake Mine.

45. In Section 4 of the Terms of Reference, it was agreed that:

Subject to the provisions of Article 19 of the ICC Rules and the directions of the Arbitral Tribunal, the issues to be determined shall be all issues arising from the submissions, statements and pleadings of the Parties which are relevant and necessary for the adjudication of the Parties' respective claims and defenses.

46. In Section 6 of the Terms of Reference, it was agreed that:

The Parties agree that the Arbitral Tribunal has been properly and validly appointed and hereby confirm that neither Party is aware of any ground to challenge the appointment of any member of the Arbitral Tribunal.

The Parties also agree that the Arbitral Tribunal has jurisdiction to hear and to determine all the disputes and issues set forth in the Parties' submissions and/or pleadings filed to-date, in sections 3.1/3.2 above and in such further submissions as may be made in these proceedings.

47. In Section 7 of the Terms of Reference, it was agreed that: "By agreement of the Parties, the seat of the arbitration is New York, New York, United States of America."

48. In Section 8 of the Terms of Reference, it was agreed that: "By agreement of the Parties, the language of the arbitration is English."

49. In Section 9 of the Terms of Reference, it was agreed that:

- a. The Parties agree that the applicable rules of procedure for this arbitration are the ICC Rules of Arbitration of the International Chamber of Commerce (in force as of 1 January 1998) but agree to exclude Article 20(4) of the ICC Rules.
- b. The Parties further agree that Article 3 of the IBA Rules on the Taking of Evidence in International Commercial Arbitration will be used as a guideline for production and requests for documents.

**c. Procedural decisions and orders may be signed on behalf of the Arbitral Tribunal by its Chairman.**

50. In Section 10 of the Terms of Reference, it was agreed that: "Pursuant to section 15 of the Agreement, the Agreement is governed and is to be construed by the law of the State of New York, U.S.A."

**C. Pleadings and Production of Documents.**

51. Over the course of 2013, the parties exchanged pleadings and accompanying documentation in support, including witness statements and an expert report submitted by Worldlink. (Respondents did not object to the admission of Worldlink's expert report, nor did they seek to submit an expert report of their own.)

52. In August 2013, the parties exchanged requests for production of documents. On August 28, 2013, the Tribunal ruled on each party's objections to the opposing party's requests. The Tribunal ruled in favor of Worldlink on many issues and also ruled in favor of Respondents on certain issues. The parties produced various documents in accordance with the Tribunal's rulings.

**D. Hearing on the Merits and Final Written Submissions.**

53. A hearing on the merits was held between May 12 and May 16, 2014 in New York, New York. Respondents called three fact witnesses. Worldlink called five fact witnesses, as well as an expert witness. All witnesses were cross-examined by the opposing party or parties.

54. On June 27, 2014, the parties simultaneously submitted post-hearing briefs.

55. On July 18, 2014, the parties submitted submissions and documentation concerning their respective costs and attorneys' fees in the Arbitration.

**E. The Award.**

56. On November 6, 2014, the Tribunal rendered the Final Arbitral Award (the "Award") in the Arbitration. A duly certified copy of the Award is attached as Exhibit 5 to the annexed Greenberg Declaration.

57. The Award consists of 50 single-spaced pages of detailed analysis of the proceedings, the parties' contentions, the evidence, the law, and the Tribunal's findings. The Award includes a preliminary note that:

When making its findings or determinations or reaching its conclusions, the Arbitral Tribunal refers to specific evidence or pleadings. However, the Arbitral Tribunal has studied and considered the entire record of this arbitration, including argument and evidence not expressly referred to in this Final Arbitral Award.

(Award at p. 4.)

58. In the Award, the Tribunal found that Respondents had wrongfully terminated the Agreement with their August 4, 2011 letter. In this respect, the Tribunal found, among other things:

- The parties' practice had been that CT (not Worldlink) would provide the shipping schedule. Therefore, CT's demands that Worldlink provide a shipping schedule was not in compliance with the parties' practice.
- The parties' practice had been that CT would provide Worldlink with a 45-day advance notice of each specific laycan. Therefore, CT's demands that Worldlink schedule laycans with shorter notice were not in compliance with the parties' practice.
- While Worldlink was not free to refuse shipments based on disagreement with the BLP Price Methodology, Worldlink did not repudiate the Agreement by continuing to ask about pricing issues or indicating that it would not take particular shipments, particularly where the parties planned to have a meeting in August 2011 to discuss pricing and the commercial relationship.



The Tribunal therefore found in favor of Worldlink on its counterclaim for wrongful termination of the Agreement. The Tribunal found that Worldlink was entitled to \$73,084,625 on this counterclaim for lost commissions it would have made over the remaining term of the Agreement (subject to a set-off from one of Respondents' claims, as discussed below).

59. The Tribunal partially found in favor of Worldlink on its counterclaim for other lost commissions it had incurred prior to the termination of the Agreement (which were based on CT's delays in making various shipments during the first year of performance). The Tribunal awarded Worldlink \$3,189,979 on this counterclaim.

60. The Tribunal found in favor of Worldlink on its counterclaim for already outstanding commissions in the amount of \$235,924.

61. The Tribunal rejected all of Worldlink's other counterclaims, *e.g.*, for demurrage, breach of fiduciary duty, and tortious interference with contractual and/or business relations.

62. The Tribunal found in favor of Respondents on their claim that Worldlink had failed to pay the balance of the price for material delivered to and taken by Worldlink during the first calendar year, and awarded Respondent \$5,435,838.84 in connection therewith. The Tribunal rejected all of Respondents' other claims.

63. Pursuant to Article 31 of the 1998 ICC Rules of Arbitration, the Tribunal ruled that, because Worldlink had prevailed in practically all its defenses and substantially succeeded in its counterclaims, Respondents should bear the costs and legal fees associated with the Arbitration. The Tribunal found that the additional arbitration costs (as fixed by the ICC Court) owed by Respondents amounted to \$465,000. In addition, the Tribunal found that the attorneys' fees and other costs related to the Arbitration incurred by Worldlink were reasonable, and awarded those amounts to Worldlink as follows: (a) \$2,546,793.72; (b) CNY (renminbi)

676,924.20; (c) AUD (Australian Dollars) 248,448.30; and (d) CAD (Canadian Dollars) 10,263.51.

64. The Tribunal awarded pre- and post-Award interest at the annual simple rate of 9%.

65. The Tribunal announced its final decision as follows:

On the basis of the above findings and conclusions, the Arbitral Tribunal DECIDES:

- (i) to reject all [BL/BLP/CT's] claims in this arbitration, except for [BL/BLP/CT's] claim for the balance due to [BL/BLP/CT] of the sale price for Material delivered to and taken by [Worldlink] during the First Calendar Year, amounting to US\$ 5,435,838.84, which, as specified below, is hereby awarded to [BL/BLP/CT] in the form of a set-off against amounts hereby awarded to [Worldlink].
- (ii) to award [Worldlink's] counterclaim of US\$ 73,084,625.00 for the wrongful termination by [BL/BLP/CT] of the Consolidated Agreement, only for the sum of US\$ 67,648,786.16 (resulting from setting off US\$ 5,435,838.84 against US\$ 73,084,625.00);
- (iii) to award [Worldlink's] counterclaim for lost commissions corresponding to the First Calendar year, in the amount of US\$ 3,189,979.00;
- (iv) to award [Worldlink's] counterclaim for commissions outstanding corresponding to the First Calendar Year, in the amount of US\$ 235,924.00;
- (v) to reject [Worldlink's] demurrage counterclaim;
- (vi) to reject [Worldlink's] alternative counterclaims for breach of fiduciary duties and tortious interference with contract or business relationships attributed to [BL/BLP/CT];
- (vii) [BL/BLP/CT] shall bear this arbitration's costs, fixed by the ICC Court in the sum of US\$ 930,000.00 and all [Worldlink's] legal representation and directly related costs corresponding to this arbitration (article 31 of the ICC Rules). [BL/BLP/CT] shall bear all their legal representation and related arbitration costs;
- (viii) accordingly, [BL/BLP/CT] shall pay to [Worldlink]:
  - (a) US\$ 465,000.00 (the share of the arbitration costs fixed by the

ICC Court paid by [Worldlink] to the ICC); (b) [Worldlink's] legal representation and related costs respectively amounting to the following sums: (x) US\$ 2,546,793.72; (w) CNY 676,924.20; (y) AUD 248,448.30; and (z) CAD 10,263.51;

- (ix) [BL/BLP/CT] shall pay interest to [Worldlink] at the annual simple interest rate of 9 % until total payment by [BL/BLP/CT] to [Worldlink] of such principal amounts, which interest shall accrue as follows:
  - (a) in connection with the sums awarded to [Worldlink] under this paragraph 173 (ii), (iii) and (iv), from 4 August 2011, i.e., the date of [BL/BLP/CT's] wrongful termination of the Consolidated Agreement resulting from the Termination Letter of the same date;
  - (b) in connection with the sums awarded to [Worldlink] under this paragraph 173 (vii) and (viii), as from the date of this Final Arbitral Award; and
- (x) all claims or counterclaims not expressly granted under this paragraph 173 have been rejected.

(Award ¶ 173.)

**F. Respondents' Application Regarding Interest.**

66. In November 2015, Respondents asked the Tribunal to supplement, update, clarify, or interpret the Award with respect to the calculation of pre-Award interest.

67. On January 16, 2015, the Tribunal rejected this application on the grounds that the Award was clear and the request was outside the scope of Article 29 of the 1998 ICC Rules of Arbitration. A duly certified copy of the Tribunal's decision is attached as Exhibit 6 to the annexed Greenberg Declaration.

### REQUEST FOR RELIEF

68. Article III of the New York Convention requires every signatory nation to recognize arbitral awards falling under the Convention as binding and to enforce them in accordance with the enforcing state's own procedural rules.

69. The United States implements the New York Convention through Section 207 of the Federal Arbitration Act ("FAA"), which provides that, upon application by any party to an arbitral award under the New York Convention, a court "shall confirm the award unless it finds one of the grounds for refusal or deferral of recognition or enforcement of the award specified in the said Convention." 9 U.S.C. § 207.

70. No grounds exist for refusal or deferral of recognition or enforcement of the Award.

WHEREFORE, Petitioner respectfully requests that this Court enter an order and judgment:

- (i) recognizing and confirming the Award;
- (ii) entering judgment in favor of Petitioner in the amount of \$71,074,689.16, with 9% annual simple interest running from August 4, 2011;
- (iii) entering judgment in favor of Petitioner in the amounts of \$3,011,793.72; CNY 676,924.20 (or its equivalent in U.S. dollars at the prevailing rate); AUD 248,448.30 (or its equivalent in U.S. dollars at the prevailing rate); and CAD 10,263.51 (or its equivalent in U.S. dollars at the prevailing rate); with 9% annual simple interest running from November 6, 2014;
- (iv) entering judgment in favor of Petitioner for interest and the costs of these proceedings; and

- (v) awarding Petitioner such other and further relief as the Court deems just and proper.

Dated: November 2, 2017  
New York, New York.

Respectfully submitted,

/s/Anthony M. Candido  
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Resources Limited*