

**MOTION FOR DIRECTIONS (SETOFF)  
EXHIBIT R-2**

**SUPERIOR COURT  
(Commercial Division)**

C A N A D A

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

N<sup>o</sup>: 500-11-048114-157

DATE: November 16, 2015

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

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**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c.  
C-36, AS AMENDED:**

**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

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**AMENDED CLAIMS PROCEDURE ORDER**

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**HAVING READ** the *Motion for the Issuance of a Claims Procedure Order* brought by the Petitioners Bloom Lake General Partner Limited, Quinto Mining Corporation, 8568391 Canada Limited, Cliffs Québec Iron Mining ULC, Wabush Iron Co. Limited, and Wabush Resources Inc. and the Mises-en-cause The Bloom Lake Iron Ore Mine Limited Partnership, Bloom Lake Railway Company Limited, Wabush Mines, Arnaud Railway Company, and Wabush Lake Railway Company Limited (the "**Motion**"), the affidavit and the exhibits in support thereof, as well as the Eleventh Report of the Monitor dated October 27, 2015;

**HAVING READ** the Notices of Objection filed by Quebec North Shore and Labrador Railway Company Inc. and by the Syndicat des métallos, section locale 6254, 6285 et 9996;

**SEEING** the service of the Motion and the Notices of Objection;

**SEEING** the submissions of the CCAA Parties' and the Monitor's attorneys and the submissions of the attorneys for the objecting parties and other interested parties during the hearing held on November 5, 2015;

**SEEING** the issuance by this Court of the Claims Procedure dated November 5, 2015;

**SEEING** the *Motion for the Issuance of an Amended Claims Procedure Order* dated November 13, 2015 brought by the Monitor (the "**Motion for Amendment**"), the affidavit and exhibits in support thereof;

**SEEING** the nature of the proposed amendments to the Claims Procedure Order and the consent of the CCAA Parties and the USW thereto;

**SEEING** that it is appropriate to issue an order approving the proposed amendments to the claims procedure, as requested by the Monitor in the Motion for Amendment;

**FOR THESE REASONS, THE COURT HEREBY:**

1. **GRANTS** the Motion for Amendment and issues the present Amended Claims Procedure Order.

**Service**

2. **DECLARES** that the CCAA Parties have given sufficient prior notice of the presentation of the Motion to interested parties.
3. **DECLARES** that any prior delay for the presentation of the Motion is hereby abridged and validated so that the Motion was properly returnable on November 5, 2015 and hereby dispenses with further service thereof.
- 3.1 **DECLARES** that any prior delay for the presentation of the Motion for Amendment is hereby abridged and validated so that the Motion for Amendment is properly returnable today, and hereby dispenses with further service thereof.

## Definitions

4. **DECLARES** that the following terms in this Claims Procedure Order shall, unless otherwise indicated, have the following meanings ascribed thereto:

4.1 **"Allowed Claim"** means the amount, status and/or validity of the Claim of a Creditor finally determined in accordance with this Claims Procedure Order which shall be final and binding for voting and/or distribution purposes under the Plan or otherwise. Any Claim will be "finally determined" if and when:

- (a) a Creditor files a Proof of Claim by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, and the Monitor has issued a Notice of Allowance as set out in paragraph 35 of this Claims Procedure Order;
- (b) the Monitor has sent the Creditor a Notice of Revision or Disallowance in accordance with the Claims Procedure, and the Creditor has not sent a Notice of Dispute in response thereto by the deadline set out in paragraph 36 of this Claims Procedure Order;
- (c) the Claim is deemed to be an Allowed Claim pursuant to paragraphs 30, 30.1, 38, 38.1 or 38.2 hereof;
- (d) the Creditor, Representative Counsel, the USW, the Plan Administrator, the Pension Regulator or the CCAA Parties, in each case as applicable, has sent a Notice of Dispute by the deadline set out in this Claims Procedure Order, and the Claim has been consensually resolved;
- (e) a Claims Officer has been appointed with respect to the Claim, the Claims Officer has issued a Claims Officer's Determination with respect to the Claim as set out in paragraph 46 hereto, and the time within which any party may file an appeal of such Claims Officer's Determination has expired without any such appeal being filed, or such an appeal has been filed but subsequently withdrawn; or
- (f) the Court has made a determination with respect to the Claim and no appeal or application for leave to appeal therefrom has been brought or served on either party, or if any appeal(s) or application(s) for leave to appeal or further appeal therefrom have been made or served on either party, any (and all) such appeal(s) or application(s) have been dismissed or withdrawn, or have led to a final non-appealable ruling;

and such Claim shall become an Allowed Claim only to the extent determined as per the above, provided that the filing of a Proof Claim is not required with respect to Claims recorded in the Wabush Represented Employee Claimants List pursuant and subject to paragraphs 28, 29 and 30 hereof nor with respect to Claims recorded in the USW Employee Claimants List pursuant and subject to paragraphs 28.1, 29.1 and 30.1 hereof;

4.2 **"Allowed D&O Claim"** means the amount of the D&O Claim of a D&O Claimant finally determined in accordance with this Claims Procedure Order;

- 4.3 “**BIA**” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- 4.4 “**Bloom Lake CCAA Parties**” means Cliffs Québec Iron Mining ULC, Bloom Lake General Partner Limited, Quinto Mining Corporation, 8568391 Canada Limited, Bloom Lake Railway Company Limited, and The Bloom Lake Iron Ore Mine Limited Partnership;
- 4.5 “**Bloom Lake Initial Order**” means the Order of the Court issued on January 27, 2015 in respect of the Bloom Lake CCAA Parties, as amended, supplemented or varied from time to time;
- 4.6 “**Business Day**” means a day, other than a Saturday, a Sunday, or a non-judicial day (as defined in article 6 of the *Code of Civil Procedure*, R.S.Q., c. C-25, as amended);
- 4.7 “**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- 4.8 “**CCAA Charges**” means, collectively, the Administration Charges, the Directors’ Charges, the Interim Lender Charge, and the Sale Advisor Charges (as such terms are defined in the Bloom Lake Initial Order and the Wabush Initial Order, and as such charges may be amended, modified or varied by further Court Order), as well as any other charge over the CCAA Parties’ assets created by Court Order;
- 4.9 “**CCAA Parties**” means the Bloom Lake CCAA Parties and the Wabush CCAA Parties;
- 4.10 “**CCAA Proceedings**” means the CCAA proceedings commenced by the CCAA Parties before the Quebec Superior Court (Commercial Division) in File No. 500-11-048114-157;
- 4.11 “**Claim**” means:
- (a) any right or claim of any Person that may be asserted or made in whole or in part against the CCAA Parties (or any of them), whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on, an event, fact, act or omission which occurred in whole or in part prior to the applicable Determination Date, at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of contract, lease or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any breach of extra-contractual obligation, any right of ownership of or title to property, employment, contract or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against any of the CCAA Parties or any of their property or assets, and whether or not any such indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated,

fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured (by guarantee, surety or otherwise), unsecured, present, future, known or unknown, and whether or not any such right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable under the BIA had the CCAA Parties (or any one of them) become bankrupt on the applicable Determination Date, including, for greater certainty, any Tax Claim and any monetary claim in connection with any indebtedness, liability or obligation by reason of a breach of a collective bargaining agreement, including grievances in relation thereto, or by reason of a breach of a legal or statutory duty under any employment legislation or pay equity legislation; or

(b) any Restructuring Claim;

provided, however, that "Claim" shall not include any Excluded Claim. For greater certainty, no "Claim" shall exist for interest or other amounts akin to interest accrued after the applicable Determination Date unless validly secured by a Lien;

- 4.12 "**Claims Bar Date**" means 5:00 p.m. (prevailing Eastern time) on December 18, 2015, or such other date as may be ordered by the Court;
- 4.13 "**Claims Officer**" means the individual or individuals appointed by the Monitor pursuant to paragraph 46 hereof which may include a grievance arbitrator if deemed appropriate by the Monitor;
- 4.14 "**Claims Officer's Determination**" has the meaning given to it in paragraph 48 hereof;
- 4.15 "**Claims Procedure**" means the call for Claims and D&O Claims to be administered by the Monitor, in consultation with the CCAA Parties or D&O Counsel as applicable, pursuant to the terms of this Claims Procedure Order;
- 4.16 "**Claims Procedure Order**" means the Claims Procedure Order establishing a claims procedure issued on November 5, 2015, as amended on November 16, 2015;
- 4.17 "**Court**" means the Quebec Superior Court;
- 4.18 "**Court Order**" means any order made by the Court in the CCAA Proceedings;
- 4.19 "**Creditor**" means any Person having or making a Claim and may, where the context requires, include the assignee of a Claim or trustee, interim receiver, receiver and manager, or any other Person acting on behalf of such Person, and includes a Known Creditor. A Creditor shall not, however, include an Excluded Creditor in respect of that Person's Excluded Claim;

- 4.20 “**Creditors’ Instructions**” means the document package which includes a copy of (i) the Instruction Letter; (ii) a blank Proof of Claim; (iii) this Claims Procedure Order; and (iv) such other materials as the Monitor, in consultation with the CCAA Parties and D&O Counsel, considers necessary or appropriate;
- 4.21 “**Creditors List**” means a list for each of the CCAA Parties showing the name of all Known Creditors of such CCAA Party and the amount owing to each Known Creditor, which list shall be prepared by the CCAA Parties;
- 4.22 “**Designated Newspapers**” means, for the English language version of the Newspaper Notice, the Globe and Mail (National Edition) and the Telegram (Newfoundland & Labrador); and, for the French language version of the Newspaper Notice, La Presse;
- 4.23 “**Determination Date**” means January 27, 2015 for the Bloom Lake CCAA Parties, and May 20, 2015 for the Wabush CCAA Parties;
- 4.24 “**Director**” means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director of any one or more of the CCAA Parties;
- 4.25 “**D&O Claim**” means any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, for which the Directors and/or Officers, or any of them, are by statute liable to pay in their capacity as Directors and/or Officers or which are secured by way of the Directors’ Charges (as defined in the Bloom Lake Initial Order and Wabush Initial Order);
- 4.26 “**D&O Claims Bar Date**” means 5:00 p.m. (prevailing Eastern time) on December 18, 2015, or such other date as may be ordered by the Court;
- 4.27 “**D&O Claimant**” means any Person having or making a D&O Claim and may, where the context requires, include the assignee of a D&O Claim or trustee, interim receiver, receiver and manager, or any other Person acting on behalf of such Person;
- 4.28 “**D&O Counsel**” means Lax O’Sullivan Scott Lisus LLP, 145 King Street, suite 2750, Toronto, Ontario M5H 1G8, c/o Andrew Winton (awinton@counsel-toronto.com) and Matthew Gottlieb (mgottlieb@counsel-toronto.com);
- 4.29 “**D&O Proof of Claim**” means the form of D&O Proof of Claim, substantially in the form of **Schedule “A”** hereto, or, as the context may require, such form as completed and filed with the Monitor, together with the appended relevant documents, if any;
- 4.30 “**D&O Notice of Allowance**” means a means a notice substantially in the form of **Schedule “J”** hereto advising a D&O Claimant that the Monitor has accepted such D&O Claimant’s D&O Claim as an Allowed D&O Claim;
- 4.31 “**D&O Notice of Revision or Disallowance**” means a notice substantially in the form of **Schedule “B”** hereto advising a D&O Claimant that the Monitor has revised or disallowed all or part of such D&O Claimants’ D&O Claim set out in its

D&O Proof of Claim and setting out the reasons for such revision or disallowance;

- 4.32 “**D&O Notice of Dispute**” means a notice substantially in the form attached hereto as **Schedule “C”** delivered by a D&O Claimant who has received a D&O Notice of Revision or Disallowance, disputing such D&O Notice of Revision or Disallowance;
- 4.33 “**D&O Dispute Package**” means with respect to any D&O Claim, a copy of the related D&O Proof of Claim, D&O Notice of Revision or Disallowance, and D&O Notice of Dispute;
- 4.34 “**Dispute Package**” means, with respect to any Claim, a copy of the related Proof of Claim, Notice of Revision or Disallowance, and Notice of Dispute;
- 4.35 “**Employee**” means any current or former employee of the CCAA Parties;
- 4.36 “**Excluded Claim**” means, subject to further order of this Court, any right or claim of any Person that may be asserted or made in whole or in part against the CCAA Parties (or any one of them) in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the Determination Date (other than Restructuring Claims and D&O Claims), and any interest thereon, including any obligation of the CCAA Parties toward creditors who have supplied or shall supply services, utilities, goods or materials, or who have or shall have advanced funds to the CCAA Parties on or after the Determination Date, but only to the extent of their claims in respect of the supply or advance of such services, utilities, goods, materials or funds on or after the Determination Date, and:
- (a) any claim secured by any CCAA Charge; and
  - (b) any claim with respect to fees and disbursements incurred by counsel for any CCAA Party, Director, the Monitor, a Claims Officer, any financial advisor retained by any of the foregoing, or Representatives’ Counsel as approved by the Court to the extent required;
- 4.37 “**Excluded Creditor**” means a Person having a Claim in respect of an Excluded Claim, but only in respect of such Excluded Claim;
- 4.38 “**Instruction Letter**” means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached hereto as **Schedule “D”**;
- 4.39 “**Known Creditor**” means a Creditor whose Claim is either included in the CCAA Parties’ books and records as of the Determination Date, or otherwise to the knowledge of the CCAA Parties;
- 4.40 “**Lien**” means any valid and enforceable mortgage, charge, pledge, assignment by way of security, lien, hypothec, security interest, deemed trust or other encumbrance granted or arising pursuant to a written agreement or statute or otherwise created by law;

- 4.41 “**Monitor**” means FTI Consulting Canada Inc. in its capacity as Court-appointed Monitor to the CCAA Parties pursuant to the Bloom Lake Initial Order and the Wabush Initial Order;
- 4.42 “**Monitor’s Website**” means the Monitor’s website located at <http://cfcanada.fticonsulting.com/bloomlake/>;
- 4.43 “**Newspaper Notice**” means the notice of this Claims Procedure Order to be published in the Designated Newspapers, being in substantially the form attached hereto as **Schedule “E”**;
- 4.44 “**Notice of Allowance**” means a means a notice substantially in the form of **Schedule “I”** hereto advising a Creditor that the Monitor has accepted such Creditor’s Claim as an Allowed Claim;
- 4.45 “**Notice of Disclaimer or Resiliation**” means a written notice issued, either pursuant to the provisions of an agreement, under Section 32 of the CCAA or otherwise, on or after the Determination Date by the CCAA Parties, and copied to the Monitor, advising a Person of the restructuring, disclaimer, resiliation, suspension or termination of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such restructuring, disclaimer, resiliation, suspension or termination took place or takes place before or after the date of this Claims Procedure Order;
- 4.46 “**Notice of Dispute**” means a notice substantially in the form attached hereto as **Schedule “F”** delivered to the Monitor in accordance with the provisions of this Claims Procedure Order;
- 4.47 “**Notice of Revision or Disallowance**” means a notice substantially in the form of **Schedule “G”** hereto advising a Creditor that the Monitor has revised or disallowed all or part of such Creditor’s Claim set out in its Proof of Claim and setting out the reasons for such revision or disallowance, together with any relevant supporting documentation;
- 4.48 “**Officer**” means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer of any one or more of the CCAA Parties;
- 4.49 “**Pension Claim**” means any Claim with respect to the administration, funding or termination of any Pension Plan, including any Claim for any wind up deficiency or unpaid special payments;
- 4.50 “**Pension Plan**” means any pension plan for Employees including the defined contribution schemes for all Employees of the Bloom Lake CCAA Parties and those Employees of the Wabush CCAA Parties’ Employees hired on or after January 1, 2013, as well as the Salaried Pension Plan and the Union Pension Plan;
- 4.51 “**Pension Regulator**” means the government regulator(s) with authority over the Salaried Pension Plan or the Union Pension Plan as applicable



- 4.52 “**Person**” means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization without legal personality, joint venture, governmental body or agency, or any other entity;
- 4.53 “**Plan**” means a plan of compromise or arrangement that may be filed by some or all of the CCAA Parties pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- 4.54 “**Plan Administrator**” in relation to the Pension Plans, the duly appointed plan administrator;
- 4.55 “**Proof of Claim**” means the form of Proof of Claim, substantially in the form of **Schedule “H”** hereto, or, as the context may require, such form as completed and filed with the Monitor, together with the appended relevant documents, if any;
- 4.56 “**Representative Court Order**” means the Order of the Court dated June 22, 2015 as may be amended, supplemented or varied from time to time;
- 4.57 “**Represented Employee**” means any person represented by the Representatives;
- 4.58 “**Representatives**” means Michael Keeper, Terence Watt, Damian Lebel and Neil Johnson in their capacity as Court-appointed representatives of all salaried/non-union Employees and retirees of the Wabush CCAA Parties or any person claiming an interest under or on behalf of such employees or pensioners and surviving spouses, or group or class of them, the whole pursuant and subject to the terms of the Representative Court Order;
- 4.59 “**Representatives’ Counsel**” means Koskie Minsky LLP, 20 Queen Street West, suite 900, Toronto Ontario M5H 3R3, c/o Andrey J. Hatnay (ahatnay@kmlaw.ca) and Ary N. Kaplan akaplan@kmlaw.ca) and Scheib Legal, 600 de Maisonneuve Boulevard West, suite 1700, Montreal, Quebec H3A 3J2, c/o Nick Scheib (nick@scheib.ca);
- 4.60 “**Restructuring Claim**” means any right or claim of any Person against the CCAA Parties (or any one of them) in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the CCAA Parties (or any one of them) to such Person, arising out of the restructuring, disclaimer, resiliation, termination or breach or suspension, on or after the Determination Date, of any contract, employment agreement, lease or other agreement or arrangement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this Claims Procedure Order, and, for greater certainty, includes any right or claim of an Employee of any of the CCAA Parties arising from a termination of its employment after the Determination Date, *provided, however*, that “Restructuring Claim” shall not include an Excluded Claim;
- 4.61 “**Restructuring Claims Bar Date**” means the later of (a) the Claims Bar Date; (b) 5:00 p.m. on the day that is twenty-one (21) days after either of (i) the date

that the applicable Notice of Disclaimer or Resiliation becomes effective, (ii) the Court Order settling a contestation against such Notice of Disclaimer or Resiliation brought pursuant to Section 32(5)(b) CCAA, or (iii) the date of the event giving rise to the Restructuring Claim, or (c) such other date as may be ordered by the Court;

- 4.62 “**Salaried Pension Plan**” means the defined benefit plan known as the Contributory Pension Plan for Salaried Employees of Wabush Mines, Cliffs Mining Company, Managing Agent (Canada Revenue Agency registration number 0343558);
- 4.63 “**Tax Claim**” means any Claim against the CCAA Parties (or any one of them) for any Taxes in respect of any taxation year or period ending on or prior to the Determination Date, and in any case where a taxation year or period commences on or prior to the Determination Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the Determination Date and up to and including the Determination Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto;
- 4.64 “**Taxing Authorities**” means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and/or any Canadian or foreign governmental authority;
- 4.65 “**Union Pension Plan**” means the defined benefit plan known as the the Pension Plan for Bargaining Unit Employees of Wabush Mines, Cliffs Mining Company, Managing Agent (Canada Revenue Agency registration number 0555201);
- 4.66 “**USW**” means the United Steelworkers, Locals 6254, 6285 and 9996;
- 4.67 “**USW Counsel**” means Phillion Leblanc Beaudry avocats, 5000 des Gradins Boulevard, suite 280, Quebec, Quebec G2J 1N3, c/o Daniel Boudreault (dboudreault@plba.ca) and Jean-François Beaudry (jfbeaudry@plba.ca);
- 4.68 “**USW Employee**” means any employee, former employee or retiree that is or was a member of the USW or any successor of such employees, former employees or retirees;
- 4.69 “**USW Employee Claimants List**” means a list prepared by the CCAA Parties showing the USW Employees having a Claim related to or arising from employment, the name of the CCAA Party against which such Claim exists, the amount of each such USW Employee’s Claim and each USW Employee’s last known address;
- 4.70 “**Wabush CCAA Parties**” means Wabush Iron Co. Limited, Wabush Resources Inc., Wabush Mines, Arnaud Railway Company and Wabush Lake Railway Company Limited;

- 4.71 “**Wabush Initial Order**” means the Order of the Court issued on May 20, 2015 as amended, supplemented or varied from time to time;
- 4.72 “**Wabush Represented Employee Claimants List**” means a list prepared by the Wabush CCAA Parties showing those Persons represented by the Representatives pursuant to the Representative Court Order having a Claim, the name of the Wabush CCAA Party against which the Claim exists, the amount of each Represented Employee’s Claim and each Represented Employee’s last known address.
5. **ORDERS** that all references herein as to time shall mean prevailing Eastern time in Montreal, Quebec, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. (prevailing Eastern time) on such Business Day, unless otherwise indicated herein, and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.
6. **ORDERS** that all references to the word “including” shall mean “including, without limitation”.
7. **ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

#### **Monitor’s Role**

8. **ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations pursuant to the CCAA and/or any Court Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Claims Procedure Order, including in connection with the implementation and administration of the Claims Procedure, the determination of Claims of Creditors, the determination of D&O Claims of D&O Creditors, and the referral of any Claim or D&O Claim to a Claims Officer or to the Court.
9. **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of compliance, completion and execution of any notice or other document completed and executed pursuant to this Claims Procedure Order, including with respect to the manner in which Proofs of Claim, Notices of Dispute D&O Proofs of Claims and D&O Notices of Dispute are completed and executed, and may waive strict compliance with the requirements provided herein.
10. **ORDERS** that the Monitor shall be entitled to rely on the books and records of the CCAA Parties, and any information provided by the CCAA Parties, all without independent investigations and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records, or information.
11. **ORDERS** that the Monitor, in carrying out the terms of this Claims Procedure Order, shall have all of the protections given it by the CCAA and any Orders of the Court or as an officer of this Court, including the stay of proceedings in its favour, and shall incur no liability or obligation as a result of the carrying out of

its obligations under this Claims Procedure Order other than as results from gross negligence or willful misconduct.

### Notification Procedure and Notices

12. **ORDERS** that each of the CCAA Parties shall provide to the Monitor by no later than 5:00 pm on the sixth Business Day following the date of this Claims Procedure Order the Creditors List, together with addresses, contact details and amounts owing for each Known Creditor.
13. **ORDERS** that the Monitor shall publish on the Monitor's Website, within three (3) Business Days of the receipt of the Creditors List pursuant to paragraph 12 hereof, a copy of each of the Creditors List, the Creditors' Instructions, the form of Notice of Dispute, the form of D&O Proof of Claim and the form of D&O Notice of Dispute.
14. **ORDERS** that, within three (3) Business Days of the receipt of the Creditors List pursuant to paragraph 12 hereof, the Monitor shall cause the Creditors' Instructions to be sent to: (a) each Known Creditor, except to those Persons represented by the Representatives and USW Employees, to the address of such Known Creditor set out in the applicable CCAA Party's records; (b) the Representatives' Counsel; and (c) the USW Counsel.
15. **ORDERS** that the form of Newspaper Notice shall be published by the Monitor in the Designated Newspapers as soon as possible following the issuance of this Claims Procedure Order, and in any event no later than within ten (10) Business Days following the date of this Claims Procedure Order.
16. **ORDERS** that to the extent that any Creditor requests documents relating to the Claims Procedure prior to the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, the Monitor shall direct the Creditor to the documents posted on the Monitor's Website, provide a copy of the Creditors' Instructions if requested, and otherwise respond to the request relating to the Claims Procedure as may be appropriate in the circumstances.
17. **ORDERS** that to the extent that any D&O Claimant requests documents relating to the Claims Procedure prior to the D&O Claims Bar Date, the Monitor shall forthwith direct the Creditor to the documents posted on the Monitor's Website, provide a copy of the D&O Proof of Claim and D&O Notice of Dispute if requested and otherwise respond to the request relating to the Claims Procedure as may be appropriate in the circumstances.
18. **ORDERS** that the forms of D&O Proof of Claim, D&O Notice of Revision or Disallowance, D&O Notice of Dispute, Instruction Letter, Newspaper Notice, Notice of Dispute, Notice of Revision or Disallowance, Proof of Claim, Notice of Allowance and D&O Notice of Allowance, each substantially in the forms attached to this Claims Procedure Order as **Schedules "A", "B", "C", "D", "E", "F", "G", "H", "I" and "J"** respectively, are hereby approved. Despite the foregoing, the Monitor may, from time to time and in consultation with the CCAA Parties or D&O Counsel as applicable, make such minor changes to such forms as the Monitor considers necessary or desirable.

19. **ORDERS** that the publication of the Newspaper Notice, the sending to the Creditors of Creditors' Instructions in accordance with this Claims Procedure Order, and the completion of the other requirements of this Claims Procedure Order shall constitute good and sufficient service and delivery of notice of this Claims Procedure Order, the Claims Bar Date, the Restructuring Claims Bar Date and the D&O Claims Bar Date on all Persons who may be entitled to receive such notice and who may wish to assert a Claim or a D&O Claim, and that no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Claims Procedure Order.
20. **ORDERS** that neither: (i) the reference to a purported Claim as a "Claim" or a purported Creditor as a "Creditor" in this Claims Procedure Order, (ii) the delivery of the Creditors' Instructions by the Monitor to a Person, (iii) the reference to a purported D&O Claim as a "D&O Claim" or a purported D&O Claimant as a "D&O Claimant" in this Claims Procedure Order, nor (iv) the delivery of a D&O Proof of Claim form by the Monitor to a Person shall constitute an admission of any liability toward any Person.

#### **Claims Bar Date**

21. **ORDERS** that any Creditor who wishes to assert a Claim (other than in respect of any Claim included in the Wabush Represented Employee Claimants List, the USW Employee Claimants List or a Restructuring Claim) against any of the CCAA Parties shall file a Proof of Claim with the Monitor in the manner set out in paragraph 57 hereof so that the Proof of Claim is received by the Monitor by no later than the Claims Bar Date.
22. **ORDERS** that any Person that fails to file a Proof of Claim as provided for in paragraph 21 hereof, such that no Proof of Claim is received from such Person by the Monitor on or before the Claims Bar Date, shall:
  - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the CCAA Parties and all such Claims shall be forever extinguished;
  - (b) not be permitted to vote on any Plan on account of such Claim(s);
  - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the CCAA Parties' assets or otherwise, on account of such Claim(s); and
  - (d) not be entitled to receive further notice in respect of the Claims Procedure or these CCAA Proceedings generally, in relation to such Claim(s).

#### **Restructuring Claims Bar Date**

23. **ORDERS** that as soon as reasonably practical upon the Monitor being advised by the CCAA Parties of a circumstance giving rise to a Restructuring Claim, the Monitor shall send Creditors' Instructions to the Creditor in respect to such Restructuring Claim.

24. **ORDERS** that notwithstanding paragraphs 21 and 22 hereof, any Creditor who wishes to assert a Restructuring Claim against any of the CCAA Parties, other than in respect of any Restructuring Claim included in the Wabush Represented Employee Claimants List or in the USW Employee Claimants List, shall file a Proof of Claim with the Monitor in the manner set out in paragraph 57 hereof so that the Proof of Claim is received by the Monitor by no later than the Restructuring Claims Bar Date. All other dates contained herein (other than the Claims Bar Date), shall apply equally to any Restructuring Claims.
25. **ORDERS** that any Person that fails to file a Proof of Claim in respect of a Restructuring Claim as provided for in paragraph 24 hereof, such that no Proof of Claim is received from such Person by the Monitor on or before the Restructuring Claims Bar Date shall:
- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Restructuring Claim against any of the CCAA Parties and all such Restructuring Claims shall be forever extinguished;
  - (b) not be permitted to vote on any Plan on account of such Restructuring Claim(s);
  - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the CCAA Parties' assets or otherwise, on account of such Restructuring Claim(s); and
  - (d) not be entitled to receive further notice in respect of the Claims Procedure or these CCAA Proceedings generally, in relation to such Restructuring Claim(s).

#### **D&O Claims Bar Date**

26. **ORDERS** that any D&O Claimant who wishes to assert a D&O Claim against any of the Directors or Officers shall file a D&O Proof of Claim with the Monitor in the manner set out in paragraph 57 hereof so that the D&O Proof of Claim is received by the Monitor by no later than the D&O Claims Bar Date.
27. **ORDERS** that any Person that fails to file a D&O Proof of Claim as provided for in paragraph 26 hereof, such that no D&O Proof of Claim is received from such Person by the Monitor on or before the D&O Claims Bar Date, shall be and is hereby forever barred, estopped and enjoined from asserting or enforcing any D&O Claim against any of the Directors and/or Officers, and all such D&O Claims shall be forever extinguished.

#### **Filing of Proofs of Claim by the Representatives' Counsel and USW Counsel**

28. **ORDERS** that the Wabush CCAA Parties shall provide to the Monitor by no later than 5:00 pm on the sixth Business Day following the date of this Claims Procedure Order the Wabush Represented Employee Claimants List.

- 28.1 **ORDERS** that the CCAA Parties shall provide to the Monitor by no later than 5:00 pm on the sixth Business Day following the date of this Claims Procedure Order the USW Employee Claimants List.
29. **ORDERS** the Monitor to provide the Wabush Represented Employee Claimants List to Representatives' Counsel, within two (2) days following receipt of that list from the Wabush CCAA Parties in accordance with paragraph 28 hereof.
- 29.1 **ORDERS** the Monitor to provide the USW Employee Claimants List to USW Counsel, within two (2) days following receipt of that list from the CCAA Parties in accordance with paragraph 28.1 hereof.
30. **ORDERS** that unless Representatives' Counsel files the appropriate Notice(s) of Dispute on or before the Claims Bar Date, in which case paragraphs 37 and 46 to 51 hereof shall apply *mutatis mutandi* to such disputed Claims, all Claims contained in the Wabush Represented Employee Claimants List shall be deemed Allowed Claims.
- 30.1 **ORDERS** that unless USW Counsel files the appropriate Notice(s) of Dispute on or before the Claims Bar Date, in which case paragraphs 37 and 46 to 51 hereof shall apply *mutatis mutandi* to such disputed Claims, all Claims contained in the USW Employee Claimants List shall be deemed Allowed Claims.
31. **ORDERS** that the Representatives have the right to file, for and on behalf of any Represented Employee, one or more collective or individual Proofs of Claim for Claims not listed on the Wabush Represented Employee Claimants List, including with respect to Restructuring Claims or D&O Claims, if any.
- 31.1 **ORDERS** that the USW have the right to file, for and on behalf of any USW Employee, one or more collective or individual Proofs of Claim for Claims not listed on the USW Employee Claimants List, including with respect to Restructuring Claims or D&O Claims, if any.

### **Pension Claims**

32. **ORDERS** that the Plan Administrator will have the sole authority to file Proofs of Claim with respect to any and all Pension Claims.
- 32.1 **ORDERS** that the Monitor shall provide to the Pension Regulator and the Representatives' Counsel a copy of each Proof of Claim filed in respect of the Salaried Pension Plan and details of any determination by the Monitor of a Pension Claim in respect of the Salaried Pension Plan.
- 32.2 **ORDERS** that the Monitor shall provide to the Pension Regulator and the USW a copy of each Proof of Claim filed in respect of the Union Pension Plan and details of any determination by the Monitor of a Pension Claim in respect of the Union Pension Plan.

**Excluded Claims**

33. **ORDERS** that any Person with an Excluded Claim shall not be required to file a Proof of Claim in respect of such Excluded Claim unless required to do so by Court Order.

**Adjudication of Claims**

34. **ORDERS** that the Monitor shall, upon request of the CCAA Parties and/or their counsel, provide copies of any Proof of Claim, Notice of Allowance, Notice of Revision or Disallowance or Notice of Dispute filed with, or issued by, the Monitor, as applicable, pursuant to this Claims Procedure Order. The Monitor shall, upon request of the CCAA Parties and/or their counsel, provide a copy of the claims register maintained by the Monitor.
35. **ORDERS** that, subject to paragraph 38.5 hereof, the Monitor, in consultation with the CCAA Parties, shall review all Proofs of Claim, received on or before the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, and shall accept, revise or disallow each Claim as set out herein. If the Monitor, in consultation with the CCAA Parties, determines it necessary to revise or disallow a Claim, the Monitor shall send such Creditor a Notice of Revision or Disallowance advising that, and to what extent, the Claim as set out in its Proof of Claim has been revised or disallowed, and stating the reasons therefor. If the Monitor, in consultation with the CCAA Parties, determines that the Claim should be allowed, it will issue a Notice of Allowance confirming that the Claim set out in the applicable Proof of Claim is the Allowed Claim.
36. **ORDERS** that any Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 35 hereof and wishes to dispute such Notice of Revision or Disallowance shall deliver a completed Notice of Dispute to the Monitor by no later than 5:00 p.m. on the day which is fourteen (14) days after receipt of the applicable Notice of Revision or Disallowance or such other date as may be ordered by the Court. If a Creditor fails to deliver a Notice of Dispute by such date, the Claim set out in the applicable Notice of Revision or Disallowance, if any, shall be the Allowed Claim.
37. **ORDERS** that upon receipt of a Notice of Dispute, the Monitor, in consultation with the CCAA Parties, may: (i) request additional information; (ii) consensually resolve the disputed Claim; (iii) deliver a Dispute Package to a Claims Officer appointed in accordance with this Claims Procedure Order for such disputed Claim to be adjudicated by the Claims Officer; or (iv) bring a motion before the Court in these CCAA Proceedings to adjudicate the disputed Claim.
38. **ORDERS** that the CCAA Parties may file a Notice of Dispute with respect to any determination of a Claim by the Monitor and if no Notice of Dispute is filed within fourteen (14) days of the date of receipt of the Monitor's notice of its determination of such Claim such determination shall be deemed to be the Allowed Claim. If a Notice of Dispute is filed by the CCAA Parties within the time specified herein, paragraphs 37 and 46 to 51 hereof shall apply *mutatis mutandi*.



- 38.1 **ORDERS** that the Pension Regulator and the Representatives' Counsel may file a Notice of Dispute with respect to any determination by the Monitor of a Pension Claim in respect of the Salaried Pension Plan, including for the purpose of asserting any trust claims in respect of the Salaried Pension Plan, and if no Notice of Dispute is filed within fourteen (14) days of the date of receipt of the Monitor's notice of its determination of a Pension Claim in respect of the Salaried Pension Plan such determination shall be deemed to be the Allowed Claim. If a Notice of Dispute is filed by the Pension Regulator or the Representatives' Counsel within the time specified herein, paragraphs 37 and 46 to 51 hereof shall apply *mutatis mutandi*.
- 38.2 **ORDERS** that the Pension Regulator and the USW may file a Notice of Dispute with respect to any determination by the Monitor of a Pension Claim in respect of the Union Pension Plan, including for the purpose of asserting any trust claims in respect of the Union Pension Plan, and if no Notice of Dispute is filed within fourteen (14) days of the date of receipt of the Monitor's notice of its determination of a Pension Claim in respect of the Union Pension Plan such determination shall be deemed to be the Allowed Claim. If a Notice of Dispute is filed by the Pension Regulator or the USW within the time specified herein, paragraphs 37 and 46 to 51 hereof shall apply *mutatis mutandi*.
- 38.3 **ORDERS** that the Pension Regulator and the Representatives' Counsel shall be given written notice by the Monitor of, and are entitled to participate in (i) any hearing before a Claims Officer concerning a Pension Claim in respect of the Salaried Pension Plan and (ii) any hearing before the Court concerning a Pension Claim in respect of the Salaried Pension Plan.
- 38.4 **ORDERS** that the Pension Regulator and the USW shall be given written notice by the Monitor of, and are entitled to participate in (i) any hearing before a Claims Officer concerning a Pension Claim in respect of the Union Pension Plan and (ii) any hearing before the Court concerning a Pension Claim in respect of the Union Pension Plan.
- 38.5 **ORDERS** that the Monitor shall not be obliged to consult with the CCAA Parties with respect to its review and adjudication of Claims of related parties to the CCAA Parties.

#### **Adjudication of D&O Claims**

39. **ORDERS** that the Monitor shall, upon request of D&O Counsel, provide to D&O Counsel copies of any D&O Proof of Claim, D&O Notice of Allowance, D&O Notice of Revision or Disallowance or D&O Notice of Dispute filed with, or issued by, the Monitor, as applicable, pursuant to this Claims Procedure Order. The Monitor shall, upon request of D&O Counsel, provide D&O Counsel a copy of the D&O Claims register maintained by the Monitor.
40. **ORDERS** that the Monitor, in consultation with D&O Counsel, shall review all D&O Proofs of Claim, received on or before the D&O Claims Bar Date and shall accept, revise or disallow each D&O Claim as set out herein. If the Monitor, in consultation with D&O Counsel, determines it necessary to revise or disallow a D&O Claim, the Monitor shall send such D&O Claimant a D&O

Notice of Revision or Disallowance advising that, and to what extent, the D&O Claim as set out in its D&O Proof of Claim has been revised or disallowed, and stating the reasons therefor. If the Monitor, in consultation with D&O Counsel, determines that the D&O Claim should be allowed, it will issue a D&O Notice of Allowance confirming that the D&O Claim set out in the applicable D&O Proof of Claim is the Allowed D&O Claim.

41. **ORDERS** that any D&O Claimant who is sent a D&O Notice of Revision or Disallowance pursuant to paragraph 40 hereof and wishes to dispute such D&O Notice of Revision or Disallowance shall deliver a completed D&O Notice of Dispute to the Monitor by no later than 5:00 p.m. on the day which is fourteen (14) days after receipt of the applicable D&O Notice of Revision or Disallowance or such other date as may be ordered by the Court. If a D&O Claimant fails to deliver a D&O Notice of Dispute by such date, the D&O Claim set out in the applicable D&O Notice of Revision or Disallowance, if any, shall be the Allowed D&O Claim.
42. **ORDERS** that upon receipt of a D&O Notice of Dispute, the Monitor, in consultation with D&O Counsel, may: (i) request additional information from the D&O Claimant; (ii) consensually resolve the disputed D&O Claim with the D&O Claimant; (iii) deliver a D&O Dispute Package to a Claims Officer appointed in accordance with this Claims Procedure Order for such disputed D&O Claim to be adjudicated by the Claims Officer; or (iv) bring a motion before the Court in these CCAA Proceedings to adjudicate the disputed D&O Claim.
43. **ORDERS** that notwithstanding any other provision hereof, the Monitor may agree with D&O Counsel that any D&O Claim may be adjudicated by way of an alternative process and not in accordance with the adjudication procedures set out herein. In such case, the Monitor shall notify the D&O Claimant of the decision to exclude the adjudication of the D&O Claim from the procedures set out in this Order.
44. **ORDERS** that the Directors and Officers may appeal any determination of a D&O Claim by the Monitor to a Claims Officer or the Court on notice to the Monitor and the D&O Claimant whose D&O Claim is being appealed.
45. **ORDERS** that nothing in this Claims Procedure Order shall prejudice the rights and remedies of any Directors or Officers under the Directors' Charge (as such term is defined in the Bloom Lake Initial Order and the Wabush Initial Order) or any applicable insurance policy or prevent or bar any Person from seeking recourse against or payment from any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers, whether such recourse or payment is sought directly by the D&O Claimant against the insurer or derivatively through the Director or Officer or any of the CCAA Parties; provided, however, that nothing in this Claims Procedure Order shall create any new rights in favor of such D&O Claimant under any policies of insurance nor shall anything in this Claims Procedure Order limit, remove, modify or alter any defense to such D&O Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any D&O Claim or portion thereof for which the D&O

Claimant receives payment directly from, or confirmation that its D&O Claim is covered by, any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers, shall not be recoverable as against a CCAA Party or Director or Officer, as applicable.

#### Claims Officer

46. **ORDERS** that the Monitor, should it consider it necessary or desirable to do so, in consultation with the CCAA Parties or with D&O Counsel, as applicable, is authorized and empowered, but not obligated, to appoint one or more Claims Officers under such terms as may be agreed between the Monitor and the Claims Officer(s), including with regards to the reasonable remuneration of such Claims Officer(s). If the Monitor intends to appoint a Claims Officer it shall provide written notice of such intent to the service list in these CCAA Proceedings. Any party with an interest may object to such appointment by advising the Monitor and the service list of the objection and the grounds therefore within ten (10) days of receipt of the Monitor's notice. If no objection is received within the time specified, the Monitor may proceed with the appointment of the Claims Officer. If an objection is made within the time specified, the Monitor will attempt to consensually resolve the objection, failing which the Monitor may seek the appointment of the Claims Officer by the Court.
47. **ORDERS** that subject to the terms hereof, a Claims Officer shall be entitled to reasonable compensation for the performance of the obligations set out in this Claims Procedure Order and any disbursements incurred in connection therewith. The fees and expenses of the Claims Officer shall be borne by the applicable CCAA Party and shall be paid by the applicable CCAA Party forthwith upon receipt of each invoice tendered by a Claims Officer.
48. **ORDERS** that the Claims Officer, in consultation with the Monitor and the other relevant parties, may schedule, on a date to be set by the Claims Officer and on written notice to the relevant parties and counsel to the CCAA Parties and, in the case of a D&O Claim, D&O Counsel, a hearing before a Claims Officer to determine the nature and/or amount of a Creditor's Claim or a D&O Claimant's D&O Claim and the Claims Officer shall, as soon as practicable after the hearing, notify the Monitor and all parties appearing at such hearing of his or her determination (the "**Claims Officer's Determination**").
49. **ORDERS** that the Claims Officer shall determine the status, validity and amount of any disputed Claim or disputed D&O Claim which has been referred to it for determination in accordance with the Claims Procedure. A Claims Officer is hereby authorized to determine all procedural matters which may arise in respect of the determination of these matters, including the manner in which any evidence may be adduced.
50. **ORDERS** that the Monitor, the applicable CCAA Party, the Creditor whose Claim is subject to the Claims Officer's Determination and any other party that participated in the Claims Officer's hearing may, within ten (10) Business Days of receipt of the Claims Officer's Determination in respect of a Claim, appeal such determination to the Court by serving on the other parties and filing with

the Court a notice of motion, together with supporting material, in accordance with the provisions of the Bloom Lake Initial Order or the Wabush Initial Order as applicable. Such appeal shall be an appeal based on the record before the Claims Officer and not a hearing *de novo*. If no party appeals the Claims Officer's Determination within such time, the Claims Officer's Determination shall be final and binding upon all Persons and said Creditor's Claim, to the extent recognized under the Claims Officer's Determination, shall be an Allowed Claim. There shall be no further right of appeal, review or recourse to the Court from a Claims Officer's Determination in respect of a Claim.

51. **ORDERS** that the Monitor, D&O Counsel or the D&O Claimant whose D&O Claim is subject to the Claims Officer's Determination may, within ten (10) Business Days of notification of the Claims Officer's Determination in respect of a D&O Claim, appeal such determination to the Court by serving on the other parties and filing with the Court a notice of motion, together with supporting material, in accordance with the provisions of the Bloom Lake Initial Order or the Wabush Initial Order as applicable. Such appeal shall be an appeal based on the record before the Claims Officer and not a hearing *de novo*. If no party appeals the Claims Officer's Determination within such time, the Claims Officer's Determination shall be final and binding upon all Persons and said D&O Claimant's D&O Claim, to the extent recognized under the Claims Officer's Determination, shall be an Allowed D&O Claim. There shall be no further right of appeal, review or recourse to the Court from a Claims Officer's Determination in respect of a D&O Claim.

#### Notice of Transfers

52. **ORDERS** that, for the purposes of any distribution to be effected in the CCAA Proceedings, whether pursuant to a Plan or otherwise, if a Creditor transfers or assigns the whole of its Claim to another Person, neither the CCAA Parties nor the Monitor shall be obligated to recognize such transferee or assignee of the Claim as the Creditor in respect thereof, unless and until notice of such transfer or assignment by either the transferor, assignor, transferee or assignee, together with evidence of such transfer's or assignment's was validity at law, has been received by the Monitor. Such notice of transfer or assignment shall be received in any event at least ten (10) Business Days prior to any distribution. Upon delivery of such notice to the Monitor, the transferor or assignor shall have no further right to enforce or assert the Claim thus transferred or assigned against any of the CCAA Parties.
53. **ORDERS** that if the holder of a Claim, or any subsequent holder of the whole of a Claim who has been acknowledged by the Monitor as the Creditor in respect of such Claim, transfers or assigns the whole of such Claim to more than one Person, or part of such Claim to one or more Person(s), such transfer(s) or assignment(s) shall not create separate Claim(s), and the Claim as a whole shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment. In each such case, the Monitor and the CCAA Parties shall not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and otherwise deal with such Claim only as a whole, and only to and with the Person last holding such Claim in whole as the Creditor in respect of such

Claim, provided that such Creditor may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be carried out with a specified Person other than itself, and, in such event, such Person last holding the Claim in whole shall be bound by any notices given or steps taken in respect of such Claim with such other Person it designated.

54. **ORDERS** that reference to a transfer in this Claims Procedure Order shall include a transfer or assignment, whether absolute or intended as security.
55. **ORDERS** that a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any such Claim assigned or transferred to it by a Creditor against or on account or in reduction of any amounts owing by such transferee or assignee to any of the CCAA Parties.

### Notices and Communications

56. **ORDERS** that any document sent pursuant to this Claims Procedure Order may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission. Any document sent pursuant to this Claims Procedure Order shall be deemed to have been received three (3) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier, e-mail or facsimile transmission. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application.
57. **ORDERS** that any form, notice or communication required to be provided or delivered to the Monitor under this Claims Procedure Order shall be in writing in substantially the form, where applicable, provided for herein, and will be deemed properly delivered only if transmitted by email at the following address:

Bloom Lake CCAA Parties  
[bloomlake@fticonsulting.com](mailto:bloomlake@fticonsulting.com)

Wabush CCAA Parties  
[wabush@fticonsulting.com](mailto:wabush@fticonsulting.com)

provided that any Person that is unwilling or unable to communicate by email may instead deliver any such communication to the Monitor by prepaid registered mail, courier or personal delivery at the following address:

FTI Consulting Canada Inc., in its capacity as Monitor of the CCAA Parties  
 79 Wellington Street West  
 TD Waterhouse Tower, Suite 2010  
 PO Box 104  
 Toronto, Ontario M5K 1G8

Attention: Steven Bissell

Any such notice or communication delivered to the Monitor shall be deemed to be received upon actual receipt thereof by the Monitor before 5:00 p.m. on a Business Day or, if delivered after 5:00 p.m., on the next Business Day.

58. **ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Claims Procedure Order, a postal strike or postal work stoppage of general application should occur, said notices and other communications sent by ordinary mail and then not received shall not be effective, and that notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall then only be effective if given by courier, personal delivery, facsimile transmission or email.

### General Provisions

59. **ORDERS** that for the purposes of this Claims Procedure Order, all Claims and D&O Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the applicable Determination Date.
60. **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Claims Procedure Order and, where the Monitor is satisfied that any matter to be proven under this Claims Procedure Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Claims Procedure Order as to the completion and execution of documents.
61. **DECLARES** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Claims Procedure Order.
62. **ORDERS** that physical or electronic copies of all forms delivered by or to a Creditor or D&O Claimant hereunder, as applicable, and determinations of Claims or D&O Claims by the Monitor, a Claims Officer or the Court, as the case may be, shall be maintained by the Monitor, and that, subject to paragraph 63 of this Claims Procedure Order, Creditors and D&O Claimants shall be entitled to have access thereto by appointment during normal business hours on written request to the Monitor.
63. **ORDERS** that, subject to further Order of the Court, any document submitted to the Monitor in support of a Claim and that is contained in a separate electronic or physical file marked "Confidential" shall not be made available to Creditors or D&O Claimants by the Monitor and shall only be filed with a Claims Officer or the Court under seal.

### Miscellaneous

64. **ORDERS** that notwithstanding any other provisions of this Claims Procedure Order, the solicitation by the Monitor of Proofs of Claim, and the filing by any Creditor of any Proof of Claim shall not, in and of itself, grant any Person standing in these CCAA Proceedings or rights under any proposed Plan.

65. **ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or recognition of Claims or Excluded Claims by the CCAA Parties into particular affected or unaffected classes for the purpose of any Plan.
66. **ORDERS** that the Claims Bar Date, the D&O Claims Bar Date and the Restructuring Claims Bar Date, and the amount and status of every Allowed Claim and every Allowed D&O Claim, as determined under the Claims Procedure, shall continue in full force and effect and be final for all purposes including in respect of any Plan and voting thereon (unless provided for otherwise in any Court Order), and including, for the purposes of any distribution made to Creditors of any of the CCAA Parties, whether in these CCAA Proceedings or in any of the proceedings authorized by this Court or permitted by statute, under the BIA or otherwise, in respect of any of the CCAA Parties.
67. **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Procedure Order;
68. **ORDERS** that notwithstanding the terms of this Claims Procedure Order, the CCAA Parties and the Monitor may apply to this Court from time to time for directions with respect to this Claims Procedure Order, including the schedules hereto, or to obtain further Court Order(s) as either of them may consider necessary or desirable in order to amend, supplement or replace this Claims Procedure Order, including the schedules hereto.
69. **DECLARES** that this Claims Procedure Order shall have full force and effect in all provinces and territories in Canada.
70. **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

**THE WHOLE WITHOUT COSTS.**

  
STEPHEN W. HAMILTON J.S.C.

NO: 500-11-048114-157

SUPERIOR COURT  
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 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**

EXHIBIT R-2  
(Motion for Directions)

BO-0042 #1000149903  
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