

~~MAI-2014~~ SUPERIOR COURT  
(Commercial Division)

[Note to Draft: Insert proper heading]

~~CLAIMS AND MEETINGS PROCEDURE ORDER<sup>4</sup>~~  
(Revised version, 2014)

CANADA

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

N°: 500-11-048114-157

DATE: November \_\_\_\_\_, 2015

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

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

<sup>4</sup>An underlined version showing the changes made to the present document must be submitted to the court with the petition and must subsequently be published on the monitor's website.

WABUSH LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

CLAIMS PROCEDURE ORDER

**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 ●'s (the "Petitioner") petition for orders, *inter alia*, i) establishing a procedure for the identification, filing, resolution and barring of claims against the Petitioner, and ii) setting the procedures with respect to the calling and conduct of a meeting of the Creditors and the attached Schedules thereof, and the affidavit in support thereof (the "Petition"), and the submissions of counsel for [th Report of the Monitor dated ●], 2015;

**SEEING** the service of the Motion;

**SEEING** the submissions of the CCAA Parties' and the Monitor's attorneys and the submissions of ●;

**SEEING** that it is appropriate to issue an order approving the claims procedure as requested by and among the CCAA Parties;

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

1. **GRANTS** the Motion.

**Service**

2. ~~1. DECLARES~~ that the Petitioner has CCAA Parties have given sufficient prior notice of the presentation of this Petition the Motion to interested parties [and that the time for service of the Petition herein be and is hereby abridged];
3. **DECLARES** that any prior delay for the presentation of the Motion is hereby abridged and validated so that the Motion is properly returnable today and hereby dispenses with further service thereof.

**Definitions**

4. ~~2. 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 not sent a Notice of Revision or Disallowance 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 Creditor, or Representative Counsel, as applicable, has sent a Notice of Dispute by the deadline set out in paragraphs 36 hereto, and the Monitor, in consultation with the CCAA Parties, and the Creditor have consensually resolved the disputed Claim;
- (d) 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
- (e) 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 to 30 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 **2.1 “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 ~~2.2~~ "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 ~~2.3~~ "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 ~~2.4~~ "CCAA Proceedings" means the CCAA proceedings ~~in respect of~~ commenced by the ~~Petitioner before the Court commenced pursuant to the CCAA~~ CCAA Parties before the Quebec Superior Court (Commercial Division) in File No. 500-11-048114-157;
- ~~2.5~~ "Chair" shall have the meaning ascribed to such term in paragraph [14];
- 4.11 "Claim" means:
- (a) ~~2.6~~ "Claim" means any right or claim of any Person ~~against the Petitioner~~ 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 ~~of the Petitioner, present, future, due or accruing due to such Person~~ whatsoever, and any interest accrued thereon or costs payable in respect thereof, ~~whether~~ 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 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, ~~including, inter alia, any executory or non-executory guarantee or surety and i) the~~ 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 ~~or cause, which indebtedness, liability or obligation is based in whole or in part on facts,~~ cause or chose in action, whether existing ~~as at the Determination Date, ii) any Equity claim and iii) any claim which would constitute a claim~~ 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 as at the Determination Date. A Claim shall include, without limitation, a) any Unaffected Claim, b) any Claim against the Officers and Directors, or c) any Restructuring Claim, provided however, that in no case shall a Claim include an Excluded Claim; 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

~~2.7 "Claims Bar Date" means 5:00 p.m. (Montréal time) on [●] or, for a Creditor with a Restructuring Claim, the latest of (a) 5:00 pm (Montréal time) on [●] and (b) thirty (30) days after the date of receipt by the Creditor of a notice from the Petitioner giving rise to the Restructuring Claim, it being understood that at no time shall such a notice from the Petitioner be sent to the Creditor less than [●] (for example, 45) before the date of the first Creditors' Meeting;~~

(b) any Restructuring Claim;

provided, however, that "Claim" shall not include any Excluded Claim. For greater certainty, no "Claim" shall exist for interest or penalties 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 11, 2015, or such other date as may be ordered by the Court;

~~4.13 2.8 "Claim against the Officers and Directors" means a claim as defined in paragraph 11.03(1) of the CCAA;~~ 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 this Claims Procedure Order establishing a claims procedure;

~~4.17 2.9 "Court" means the Québec~~ Quebec Superior Court;

4.18 "Court Order" means any order made by the Court in the CCAA Proceedings;

- 4.19 ~~2.10~~ **“Creditor”** means any Person having or making a Claim and may, where the context requires, include the assignee of a Claim or ~~a~~ trustee, interim receiver, ~~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 ~~claim resulting from an~~ Excluded Claim;
- 4.20 ~~2.11~~ **“Creditors’ Instructions”** means the ~~instructions for Creditors, including a Proof of Claim, a Proxy, an~~ document package which includes a copy of (i) the Instruction Letter explaining how to complete same, and a copy; (ii) a blank Proof of Claim; (iii) this Order; 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 ~~2.12~~ **“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;
- ~~2.13 “Creditors’ Meeting” means any meeting of the Petitioner’s Creditors to be convened, with leave of the Court, for the purposes of voting on the Plan, and any adjournment or suspension thereof;~~
- ~~2.14 “~~
- 4.22 ~~“Designated Newspapers” means [●]”~~ 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 ~~2.15~~ **“Determination Date”** means ~~[●] [NOTE: If the Determination Date differs from the date of the Initial Order a justification should be provided]~~ 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 11, 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 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;
- 4.31 **“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;
- 4.32 **“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;
- 4.33 **“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;
- 4.34 ~~2.16~~ **“Equity Claim”** has the meaning ascribed thereto in the definition contained in the BIA and the CCAA; **“Employee”** means any current or former employee of the CCAA Parties;
- 4.35 ~~2.17~~ **“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 ~~Petitioner~~ CCAA Parties (or any one of them) in connection with any indebtedness, liability or obligation of any kind which ~~came into existence~~ 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 ~~Petitioner~~ 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 ~~Petitioner~~ 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 to the extent that such claims are not otherwise affected by the Plan; 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, or any financial advisor retained by any of the foregoing, as approved by the Court to the extent required;

- 4.36 ~~2.18~~ **“Excluded Creditor”** means a Person having a Claim in respect of an Excluded Claim, but only in respect of such Excluded Claim ~~and to the extent that the Plan does not otherwise affect such Claim;~~
- ~~2.19~~ **“Initial Order”** means the order of this Court made on [●] under the CCAA;
- 4.37 ~~2.20~~ **“Instruction Letter”** means the ~~instruction letter sent to Creditors in a document~~ letter regarding completion of a Proof of Claim, which letter shall be substantially in the form ~~of attached hereto as~~ **Schedule [“●”] hereto “D”**;
- 4.38 ~~2.21~~ **“Known Creditor”** means a Creditor whose Claim is either included in the Petitioner’s CCAA Parties’ books and records as of the Determination Date, or otherwise to the knowledge of the CCAA Parties;
- ~~2.22~~ **“Meeting Materials”** shall have the meaning ascribed to such term in paragraph [19];
- 4.39 **“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;
- 4.40 ~~2.23~~ **“Monitor”** means [●], ~~acting~~ FTI Consulting Canada Inc. in its capacity as ~~monitor~~ Court-appointed Monitor to the CCAA Parties pursuant to the Bloom Lake Initial Order and the Wabush Initial Order;
- 4.41 **“Monitor’s Website”** means the Monitor’s website located at [http://cfcanada.fticonsulting.com/bloomlake/;](http://cfcanada.fticonsulting.com/bloomlake/)
- 4.42 ~~2.24~~ **“Newspaper Notice”** means the notice of this Claims Procedure Order to be published in the Designated Newspapers ~~on the Publication Date in accordance with paragraph [3], which shall set out the Claims Bar Date and the Creditors’ Instructions, being, being in~~ substantially ~~in~~ the form ~~of attached hereto as~~ **Schedule [“●”] hereto “E”**;
- 4.43 **“Notice of Disclaimer or Resiliation”** means a written notice issued, either pursuant to the provisions of an agreement or under Section 32 of the CCAA, on or after the Determination Date by the CCAA Parties, and copied to the Monitor, advising a Person of the restructuring, disclaimer, resiliation 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 or termination took place or takes place before or after the date of this Claims Procedure Order;
- 4.44 **“Notice of Dispute”** means a notice substantially in the form attached hereto as Schedule “F” delivered by a Creditor who has received a Notice of Revision or Disallowance, disputing such Notice of Revision or Disallowance;
- 4.45 ~~2.25~~ **“Notice of Revision or Disallowance”** ~~means the notice referred to in subparagraph [7(a)] hereof,~~ means a notice substantially in the form of Schedule “G” hereto advising a Creditor that the Monitor has revised or ~~rejected~~ 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, ~~and being substantially in the form of Schedule ["•"] hereto;~~

- ~~2.26~~ ~~"Notice to Creditors"~~ shall have the meaning ascribed to such term in subparagraph [19(a)];
- 4.46 "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;
- 4.47 "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;
- 4.48 "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 two defined benefit plans, known as the *Contributory Pension Plan for Salaried Employees of Wabush Mines, CMC, Managing Agent, Arnaud Railway Company and Wabush Lake Railway Company and the Pension Plan for Bargaining Unit Employees of Wabush Mines, CMC, Managing Agent, Arnaud Railway Company and Wabush Lake Railway Company*;
- 4.49 ~~2.27~~ "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;
- 4.50 ~~2.28~~ "Plan" means a plan of compromise or arrangement ~~filed or to that may~~ be filed by ~~some or all of the~~ Petitioner CCAA Parties pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- 4.51 "Plan Administrator" in relation to the Pension Plans, the duly appointed plan administrator;
- 4.52 ~~2.29~~ "Proof of Claim" means the form of Proof of Claim ~~for Creditors referred to in paragraphs [6] and [7] hereof,~~ substantially in the form of **Schedule ["•"]** hereto;
- ~~2.30~~ ~~"Proven Claim"~~ means ~~the amount of any Claim of any Creditor as of the Determination Date, determined in accordance with the provisions of the CCAA and this Order, and proven by delivering a Proof of Claim to the Monitor;~~ "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;
- 4.53 ~~2.31~~ "Proxy" means a proxy ~~substantially in the form of Schedule ["•"]~~ hereto; Representative Court Order means the Order of the Court dated June 22, 2015 as may be amended, supplemented or varied from time to time;
- 4.54 "Represented Employee" means any person represented by the Representatives;

- 4.55 ~~2.32~~ **“Publication Date”** means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed; **“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;
- 4.56 **“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);
- 4.57 ~~2.33~~ **“Restructuring Claim”** means any right or claim of any Person against the ~~Petitioner~~ CCAA Parties (or any one of them) in connection with any indebtedness, liability or obligation of any kind ~~owed~~ whatsoever owed by the CCAA Parties (or any one of them) to such Person, arising out of the restructuring, ~~repudiation, or disclaimer, resiliation, termination or breach, on or after the Determination Date,~~ of any contract, ~~lease,~~ employment agreement, ~~collective 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, including any right of any Person who receives a notice of repudiation or termination from the Petitioner; ~~provided,~~ however, that a ~~“Restructuring Claim may”~~ shall not include an Excluded Claim;
- 4.58 ~~2.34~~ **“Unaffected Claim”** ~~shall have the meaning ascribed to such term in the Plan;~~ **“Restructuring Claims Bar Date”** means the later of (i) the Claims Bar Date; (ii) 5:00 p.m. on the day that is twenty-one (21) days after the date that the applicable Notice of Disclaimer or Resiliation becomes effective; or (iii) 5:00 p.m. on the day that is twenty-one (21) days after the Court Order settling a contestation against such Notice of Disclaimer or Resiliation brought pursuant to Section 32(5)b) CCAA, or, in each case, such other date as may be ordered by the Court;
- ~~2.35~~ **“Voting Claim”** ~~of a Creditor means the Proven Claim of the Creditor unless the Proven Claim of the Creditor (i) is not finally determined at the time of the Creditors’ Meeting or (ii) forms part of a category of Creditors not entitled to vote under the Plan, in which case it means the Claim of the Creditor which is accepted for voting purposes in accordance with the provisions of this Order, the Plan and the CCAA;~~
- 4.59 **“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;

- 4.60 “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;
- 4.61 “USW” means the United Steelworkers, Locals 6254 and 6285;
- 4.62 “USW Counsel” means Philion 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);
- 4.63 “Wabush CCAA Parties” means Wabush Iron Co. Limited, Wabush Resources Inc., Wabush Mines, Arnaud Railway Company and Wabush Lake Railway Company Limited;
- 4.64 “Wabush Initial Order” means the Order of the Court issued on May 20, 2015 as amended, supplemented or varied from time to time;
- 4.65 “Wabush Represented Employee Claimants List” means a list prepared by the Wabush CCAA Parties showing those Employees 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 first 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 five (5) Business Days following the date of this Claims Procedure Order, 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 forthwith after the date of this Claims Procedure Order, and in any event within ten (10) Business Days following the date of this Claims Procedure Order, the Monitor shall cause the Creditors' Instructions to be sent to: (a) each Known Creditor, except to those Employees represented by the USW or the Representatives, 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. ~~3.~~ **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, ~~but~~ and in any event no later than ~~{●}~~; within ten (10) Business Days following the date of this Claims Procedure Order.
4. ~~**ORDERS** that the Monitor shall publish on its website at ~~{●}~~, on or before ~~[5:00] p.m.~~ (Montréal time) on ~~{●}~~, a copy of the Creditors' List, of the Creditors' Instructions and of the present Order;~~

5. ~~ORDERS that, in addition to the publication referred to in paragraph [3], the Monitor shall send, by regular mail, a copy of the Creditors' Instructions to each Known Creditor no later than 5:00 p.m. (Montréal time) on [●];~~

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 and Proof of Claim, each substantially in the forms attached to this Claims Procedure Order as **Schedules "A", "B", "C", "D", "E", "F", "G" and "H"** 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

6. ~~ORDERS that, unless otherwise authorized by this Court, a Creditor who does not file a Proof of Claim by the Claims Bar Date i) shall not be entitled to any further notice, ii) shall be forever barred from pursuing a Claim against the Petitioner, iii) shall not be entitled to participate as a Creditor in these proceedings, iv)~~

shall not be entitled to vote on any matter in these Proceedings, including the Plan, v) shall not be entitled to file a Claim against the Petitioner, or vi) shall ~~not be entitled to receive~~ a distribution under the Plan;

### ~~Claims Procedure~~

7. ~~ORDERS~~ that the following procedure shall apply where a Creditor files a Proof of Claim before the Claims Bar Date:

7.1 the Monitor, together with the Petitioner, shall review the Proof of Claim to value the amounts and terms set out therein for voting and distribution purposes. ~~Where applicable, the Monitor shall send the Creditor a Notice of Revision or Disallowance by mail, telecopier, courier or other means of electronic communication;~~

~~7.2 the Creditor who receives a Notice of Revision or Disallowance and wishes to dispute it shall, within ten (10) days of the Notice of Revision or Disallowance, file an appeal motion with the Court and serve a copy of such appeal motion to the Petitioner and the Monitor;~~

7.3 unless otherwise authorized by this Court, if the Creditor does not file an appeal motion within the delay provided for above, such Creditor shall be deemed to have accepted the value of its Claim as set out in the Notice of Revision or Disallowance;

7.4 where the Creditor appeals from the Notice of Revision or Disallowance or its Claim has not been finally determined prior to the date of any Creditor's Meeting, the Monitor, in conjunction with the Petitioner, will determine the amount of the Voting Claim;

### ~~Creditors' Meeting~~

8. ~~DECLARES~~ that the Monitor is hereby authorized to call, hold and conduct the Creditors' Meeting at a date to be determined by the Monitor, in [Montréal], Québec for the purpose of considering and, if appropriate, approving the Plan, unless the Creditors decide by resolution carried by the majority of votes (one vote for each dollar of every Voting Claim) to adjourn the Creditors' Meeting to a later date;
9. ~~DECLARES~~ that the only Persons entitled to attend and speak at the Creditors' Meeting are ~~Creditors with Voting Claims, their legal representatives and their proxy holders, representatives of the Petitioner, members of the boards of directors of the Petitioner and their representatives, representatives of the Monitor, the Chair (as defined below) and their respective legal and financial advisors. Any other Person may be admitted to the Creditors' Meeting on invitation of the Chair;~~
10. ~~ORDERS~~ that any proxy which any Creditor wishes to submit in respect of the Creditors' Meeting (or any adjournment thereof) must be substantially in the form attached hereto as Schedule ~~["●"]~~ (or in such other form acceptable to the Monitor or the Chair) and be ~~received by the Monitor~~ before the beginning of the Creditors' Meeting;
11. ~~DECLARES~~ that the quorum required at the Creditors' Meeting shall be one Creditor present at such meeting in person or by proxy. If the requisite quorum is not present at the Creditors' Meeting, then the Creditors' Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable;
12. ~~DECLARES~~ that the only Persons entitled to vote at the Creditors' Meeting shall be ~~Creditors with Voting Claims and their proxy holders. Each Creditor with a Voting Claim will be entitled to a number of votes~~

equal to the value in dollars of its Voting Claim as determined in accordance with this Order. A Creditor's Voting Claim shall not include fractional numbers and Voting Claims shall be rounded down to the nearest whole Canadian dollar amount;

13. ~~ORDERS~~ that the results of any and all votes conducted at the Creditors' Meeting shall be binding on all Creditors, whether or not any such Creditor is present or voting at the Creditors' Meeting;
14. ~~ORDERS~~ that the Monitor shall preside as the chair of the Creditors' Meeting (the "**Chair**") and, subject to any further order of this Court, shall decide all matters relating to the conduct of the Creditors' Meeting. Petitioner and any Creditor may appeal from any decision of the Chair to the Court, **within five (5) Business Days** of any such decision;
15. **DECLARES** that, at the Creditors' Meeting, the Chair is authorized to direct a vote with respect to the Plan and any amendments thereto as the Petitioner and the Monitor may consider appropriate;
16. ~~ORDERS~~ that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at the Creditors' Meeting. A Person designated by the Monitor shall act as secretary at the Creditors' Meeting;
17. ~~ORDERS~~ that the Monitor shall be directed to calculate the votes cast at the Creditors' Meeting called to consider the Plan in accordance with this Order and shall report to the Court at the sanction hearing as to the effect, if any, that the Monitor's determination of Creditors' Voting Claims pursuant to subparagraph 7(d) hereof had on the outcome of the votes cast at the Creditors' Meeting;

#### **Notice of Creditors' Meeting**

18. ~~ORDERS~~ that, in addition to the documents described in paragraph [4] hereof, on or before [●], the Monitor shall publish on its website at [●], the following documents (collectively, the "**Meeting Materials**"):
  - 18.1 a notice of the Creditors' Meeting, substantially in the form attached hereto as Schedule ["●"] (the "**Notice to Creditors**");
  - 18.2 the Plan;
  - 18.3 a copy of the form of proxy for Creditors substantially in the form attached hereto as Schedule ["●"]; and
  - 18.4 a copy of this Order;
19. ~~ORDERS~~ that publication of a copy of the Notice to Creditors **in the manner set out in** subparagraph 19, and mailing of the Meeting Materials in accordance with paragraph 19 hereof, **shall constitute good and sufficient service** of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or by proxy at the Creditors' Meeting, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings;
21. **ORDERS** that any Creditor who wishes to assert a Claim (other than 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 59 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 other than a Represented Employee 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 shall file a Proof of Claim with the Monitor in the manner set out in paragraph 59 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 59 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**

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

### **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.

### **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 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 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 does not send a Notice of Revision or Disallowance to a Creditor, the Claim set out in the applicable Proof of Claim shall be an 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 the date 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 an 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 from the Creditor; (ii) consensually resolve the disputed Claim with the Creditor; (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 appeal any determination of a Claim by the Monitor to a Claims Officer or the Court on notice to the Monitor and the Creditor whose Claim is being appealed.

### 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 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 does not send a D&O Notice of Revision or Disallowance to a D&O Claimant the D&O Claim set out in the applicable D&O Proof of Claim shall be an 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 the date 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 an 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).
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 CCAA Parties and shall be paid by the CCAA Parties forthwith upon receipt of each invoice tendered by a Claims Officer.
48. **ORDERS** that the Monitor may schedule 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 the Creditor or the D&O Claimant, as applicable, 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 or the Creditor whose 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 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

~~20. ORDERS that, for purposes of voting at the Creditors' Meeting, if a Creditor who has a Voting Claim transfers or assigns all of its Voting Claim and the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such Voting Claim and a written request to the Monitor, not later than the Claims Bar Date, or such later time that the Monitor may agree to, that such transferee's or assignee's name be included on the list of Creditors entitled to vote, either in person or by proxy, the transferor's or assignor's Voting Claim at the Creditors' Meeting in lieu of the transferor or assignor;~~

52. 21. ORDERS that, for the purposes of ~~distributions~~any distribution to be effected in the CCAA Proceedings, whether pursuant to ~~the~~a Plan or otherwise, if a Creditor transfers or assigns the whole of its Claim to another Person ~~after [●]~~, neither the ~~Petitioner, CCAA Parties~~ nor the Monitor shall be obligated to ~~deal with the~~recognize ~~such~~ transferee or assignee of the Claim as the Creditor in respect thereof, unless and until notice of ~~the~~such transfer or assignment ~~from~~by either the transferor, assignor, transferee or assignee, together with evidence ~~showing that~~of such transfer's or assignment's was ~~valid~~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 ~~under the Plan~~; 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. 22. 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 ~~another one or more~~ Person ~~or Persons(s)~~, such transfer(s) or assignment(s) shall not create a ~~separate Claim or Claims(s)~~, and ~~such~~the Claim ~~as a whole~~ shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, ~~and the Monitor and the Petitioner shall in~~. 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 ~~to~~ otherwise deal with such Claim only as a whole, and ~~then~~ 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 ~~Creditor, such transferee or assignee of~~ Person last holding the Claim ~~as a~~ whole shall be bound by any notices given or steps taken in respect of such Claim with such other Person ~~in accordance with this Order;~~ 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.

### Set-Off

55. ORDERS that each CCAA Party may set off (whether by way of legal, equitable or contractual set-off) against the Claims of any Creditor, any claims of any nature whatsoever that such CCAA Party may have against such Creditor arising prior to the Determination Date, provided that it satisfies the requirements for legal, equitable or contractual set-off as may be determined by the Court if there is any dispute between the CCAA Party and the applicable Creditor, provided, however, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the CCAA Parties of any such claim that the CCAA Parties may have against such Creditor.

56. ORDERS that each CCAA Party may set off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made to any Creditor, any claims of any nature whatsoever that such CCAA Party may have against such Creditor arising after the Determination Date, provided that it satisfies the requirements for legal, equitable or contractual set-off as may be determined by the Court if there is any dispute between the CCAA Parties and the applicable Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the CCAA Parties of any such claim that the CCAA Parties may have against such Creditor.

57. 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

~~23. ORDERS that any notice or other communication to be given under this Order by a Creditor to the Monitor or the Petitioner shall be in writing in substantially the form provided for in this Order and will be sufficiently given only if given by mail, telecopier, courier or other means of electronic communication addressed to:~~

<del>Monitor:</del>	<del>●</del>
	<del>Attention: Claims Process</del>
	<del>Fax: ●</del>
	<del>E-mail: ●</del>

<b>With a Copy to:</b>	●
	Attention: ●
	Fax: ●
	E-mail: ●

<b>Petitioner:</b>	●
	Attention: Claims Process
	Fax: ●
	E-mail: [●]

<b>With a Copy to:</b>	●
	Attention: ●
	Fax: ●
	E-mail: ●

58. 24. ORDERS that any document sent ~~by the Monitor~~ pursuant to this ~~Order~~ Claims Procedure Order by the Monitor or, where applicable, by a Claims Officer may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission. A Creditor or a D&O Claimant shall be deemed to have received any document sent pursuant to this Claims Procedure Order ~~two~~ three (23) 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;.

### **Aid and Assistance of Other Courts**

~~25. 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 ~~Order~~;

59. ORDERS that any form, notice or communication required to be provided or delivered by a Creditor or a D&O Claimant to the Monitor under this Claims Procedure Order shall be in writing in substantially the form, where applicable, provided for in **Schedules “A”, “C”, “F” or “H”** hereto, 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 Creditor or D&O Claimant 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: ●

Any such notice or communication delivered by a Creditor or a D&O Claimant 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.

60. **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

61. ~~26.~~ **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;
62. ~~27.~~ **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;
63. ~~28.~~ **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;
64. **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 Creditors and D&O Claimants shall be entitled to have access thereto by appointment during normal business hours on written request to the Monitor.

### **Miscellaneous**

65. **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.
66. **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.
67. **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.

### **Aid and Assistance of Other Courts**

68. **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;
69. **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.
70. **DECLARES** that this Claims Procedure Order shall have full force and effect in all provinces and territories in Canada.
71. ~~29.~~ **ORDERS** the provisional execution of ~~this~~the present Order notwithstanding ~~appeal;~~ any appeal and without the requirement to provide any security or provision for costs whatsoever.

30. **THE WHOLE** ~~without costs.~~ **WITHOUT COSTS.**

---

STEPHEN W. HAMILTON J.S.C.

●, 2015

Blake, Cassels & Graydon LLP  
Attorneys for the Petitioners

Norton Rose Fulbright Canada LLP  
Attorneys for the Monitor

Schedule "A"

FORM OF D&O PROOF OF CLAIM

D&O PROOF OF CLAIM  
AGAINST THE DIRECTORS AND/OR OFFICERS OF THE BLOOM LAKE CCAA PARTIES  
AND/OR THE WABUSH CCAA PARTIES

The "**Bloom Lake CCAA Parties**" are:

Bloom Lake General Partner Limited  
Quinto Mining Corporation  
856839 Canada Limited  
Cliffs Quebec Iron Mining ULC  
Bloom Lake Railway Company Limited  
The Bloom Lake Iron Ore Mine Limited Partnership

The "**Wabush CCAA Parties**" are:

Wabush Iron Co. Limited  
Wabush Resources Inc.  
Wabush Mines  
Arnaud Railway Company  
Wabush Lake Railway Company Limited

(The Bloom Lake CCAA Parties and Wabush CCAA Parties collectively form the "**CCAA Parties**")

Please read the enclosed Instruction Letter carefully prior to completing the attached D&O Proof of Claim. Capitalized terms not defined within this D&O Proof of Claim form or the appended Instruction Letter shall have the meaning ascribed thereto in the Claims Procedure Order dated ●, as may be amended, restated or supplemented from time to time. A copy of the Claims Procedure Order can be found on the Monitor's website at: <http://cfcanada.fticonsulting.com/bloomlake/>

Particulars of D&O Claimant:

Please provide the following information:

<u>Legal Name of D&amp;O Claimant:</u>	
<u>Doing Business As:</u>	
<u>Legal Counsel or Representative (if applicable):</u>	
<u>Address:</u>	
<u>Number and Street (line 1)</u>	
<u>Number and Street (line 2)</u>	
<u>City</u>	
<u>Province / State</u>	
<u>Postal / Zip Code</u>	
<u>Country</u>	
<u>Telephone Number (including area code):</u>	
<u>E-mail address:</u>	
<u>Attention (Contact Person):</u>	

**D&O Proof of Claim:**

I, \_\_\_\_\_ (name of individual D&O Claimant or Representative of corporate D&O Claimant), of \_\_\_\_\_ (City, Province or State) do hereby certify:

that I [\_\_\_\_\_] am a D&O Claimant; OR

[\_\_\_\_\_] am the \_\_\_\_\_ (position or title) of \_\_\_\_\_ (name of D&O Claimant); and

that I have knowledge of all the circumstances connected with the D&O Claim referred to below:

Claim(s) against the Directors and/or Officers of ... CCAA Party Name	Amount of D&O Claim	Currency (CAD, USD, etc.) [1]	Basis of Claim against Directors and/or Officers [2]
<b>Bloom Lake CCAA Parties</b>			
Cliffs Quebec Iron Mining ULC	\$		
The Bloom Lake Iron Ore Mine Limited Partnership	\$		
Bloom Lake General Partner Limited	\$		
Quinto Mining Corporation	\$		
8568391 Canada Limited	\$		
Bloom Lake Railway Company Limited	\$		
<b>Wabush CCAA Parties</b>			
Wabush Mines	\$		
Wabush Iron Co. Limited	\$		
Wabush Resources Inc.	\$		
Anaud Railway Company	\$		
Wabush Lake Railway Company Limited	\$		

**Notes:**

[1] Claims in a currency other than Canadian Dollars will be converted to Canadian Dollars at the noon spot rate of the Bank of Canada as at the Determination Date (January 27, 2015 for Bloom Lake CCAA Parties and May 20, 2015 for Wabush CCAA Parties).

[2] Provide a brief description of the basis for the D&O Claim



List of documentation evidencing D&O Claim(s) indicated in the table above (please attach all documentation to this D&O Proof of Claim form):

Attachment 1 (description): \_\_\_\_\_

Attachment 2 (description): \_\_\_\_\_

Attachment 3 (description): \_\_\_\_\_

Attachment 4 (description): \_\_\_\_\_

Attachment 5 (description): \_\_\_\_\_

[If documentation exceeds 5 attachments, please attach separate list.]

DATED this            day of \_\_\_\_\_, 2015.

Witness:

\_\_\_\_\_ Per: \_\_\_\_\_

Print name of D&O Claimant:

\_\_\_\_\_

*If D&O Claimant is other than an individual, print name and title of authorized signatory*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Filing of D&O Claims:**

**A D&O Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (prevailing Eastern time) on December 11, 2015 , or such later date as may be ordered by the Court, (the “D&O Claims Bar Date”).**

**FAILURE TO FILE YOUR D&O PROOF OF CLAIM AS DIRECTED BY THE D&O CLAIMS BAR DATE WILL RESULT IN YOUR D&O CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A D&O CLAIM AGAINST ANY OF THE DIRECTORS AND/OR OFFICERS OF THE CCAA PARTIES.**

D&O Proofs of Claim must be delivered by email to the Monitor at the applicable email address shown below.

Bloom Lake CCAA Parties' Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties' Creditors  
wabush@fticonsulting.com

The subject line of your email should read “D&O Proof of Claim – [legal name of D&O Claimant]” and the following naming protocol must be used for any attachments included in the email:

For a D&O Proof of Claim: **D&O\_Proof\_of\_Claim\_[legal name of D&O Claimant].pdf**

For support schedules (if not already included in the D&O Proof of Claim file): **D&O\_Proof\_of\_Claim\_[legal name of D&O Claimant]\_schedule [x of y].pdf**

In the event that you are unable or unwilling to submit your D&O Proof of Claim by email, you may deliver your D&O Proof of Claim by prepaid registered mail, personal delivery or courier to the following address:

FTI Consulting Canada Inc., in its capacity as Monitor of the **[Bloom Lake or Wabush]** CCAA Parties

79 Wellington Street West  
TD Waterhouse Tower, Suite 2010  
PO Box 104  
Toronto, Ontario M5K 1G8  
Attention: ●

Schedule "B"

FORM OF D&O NOTICE OF REVISION OR DISALLOWANCE

D&O NOTICE OF REVISION OR DISALLOWANCE OF A CLAIM  
AGAINST THE DIRECTORS AND/OR OFFICERS OF THE BLOOM LAKE CCAA PARTIES  
AND/OR THE WABUSH CCAA PARTIES

The "**Bloom Lake CCAA Parties**" are:

Bloom Lake General Partner Limited  
Quinto Mining Corporation  
856839 Canada Limited  
Cliffs Quebec Iron Mining ULC  
Bloom Lake Railway Company Limited  
The Bloom Lake Iron Ore Mine Limited Partnership

The "**Wabush CCAA Parties**" are:

Wabush Iron Co. Limited  
Wabush Resources Inc.  
Wabush Mines  
Arnaud Railway Company  
Wabush Lake Railway Company Limited

(The Bloom Lake CCAA Parties and Wabush CCAA Parties collectively form the "**CCAA Parties**")

Particulars of D&O Claimant and Reference Number:

<u>Legal Name of D&amp;O Claimant:</u>	
<u>Doing Business As:</u>	
<u>Legal Counsel or Representative (if applicable):</u>	
<u>Address</u>	
<u>Number and Street (line 1)</u>	
<u>Number and Street (line 2)</u>	
<u>City</u>	
<u>Province / State</u>	
<u>Postal / Zip Code</u>	
<u>Country</u>	
<u>Attention (Contact Person):</u>	
<b><u>Reference Number</u></b>	

Pursuant to the order of the Superior Court of Quebec for the district of Montreal (Commercial Division) (the "**Court**") dated ● (as may be amended, restated or supplemented from time to time), FTI Consulting Canada Inc. in its capacity as Monitor of the CCAA Parties (the "**Monitor**"), hereby gives you notice that the Monitor has reviewed your D&O Proof of Claim and revised or disallowed your D&O Claim as follows:





If you do not agree with this D&O Notice of Revision or Disallowance please take notice of the following:

**If you intend to dispute a D&O Notice of Revision or Disallowance, you must deliver a D&O Notice of Dispute to the Monitor so that such D&O Notice of Dispute is received by the Monitor by 5:00 p.m. (prevailing Eastern time) on ●, 2015 [being fourteen (14) days after the date of this D&O Notice of Revision or Disallowance], or such other date as may be ordered by the Court. The form of D&O Notice of Dispute is attached to this Notice.**

If you do not deliver a Notice of Dispute by the time specified, the nature and amount of your D&O Claim, if any, shall be as set out in this D&O Notice of Revision or Disallowance.

A D&O Notice of Dispute must be delivered by email to the Monitor at the applicable email address shown below.

Bloom Lake CCAA Parties' Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties' Creditors  
wabush@fticonsulting.com

The subject line of your email should read "D&O Notice of Dispute – [legal name of D&O Claimant]" and the following naming protocol must be used for any attachments included in the email:

For the D&O Notice of Dispute: **D&O\_Notice\_of\_Dispute\_[legal name of D&O Claimant].pdf**

For support schedules (if not already included in D&O Notice of Dispute): **D&O\_Notice\_of\_Dispute\_[legal name of D&O Claimant]schedule\_[x of y].pdf**

In the event that you are unable or unwilling to submit your D&O Notice of Dispute by email, you may deliver your D&O Notice of Dispute by prepaid registered mail, personal delivery or courier to the following address:

FTI Consulting Canada Inc., in its capacity as Monitor of the **[Bloom Lake or Wabush]**  
CCAA Parties

79 Wellington Street West  
TD Waterhouse Tower, Suite 2010  
PO Box 104  
Toronto, Ontario M5K 1G8  
Attention: ●

IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS D&O NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.

Dated at                      this                      day of                      , 2015.

FTI CONSULTING CANADA INC.,  
In its capacity as the Court-appointed Monitor

Per: \_\_\_\_\_

[NAME]

Schedule "C"

FORM OF D&O NOTICE OF DISPUTE

D&O NOTICE OF DISPUTE IN RELATION TO A CLAIM  
AGAINST THE DIRECTORS AND/OR OFFICERS OF THE BLOOM LAKE CCAA PARTIES  
AND/OR THE WABUSH CCAA PARTIES

The "**Bloom Lake CCAA Parties**" are:

Bloom Lake General Partner Limited  
Quinto Mining Corporation  
856839 Canada Limited  
Cliffs Quebec Iron Mining ULC  
Bloom Lake Railway Company Limited  
The Bloom Lake Iron Ore Mine Limited Partnership

The "**Wabush CCAA Parties**" are:

Wabush Iron Co. Limited  
Wabush Resources Inc.  
Wabush Mines  
Arnaud Railway Company  
Wabush Lake Railway Company Limited

(The Bloom Lake CCAA Parties and Wabush CCAA Parties collectively form the "**CCAA Parties**")

Particulars of D&O Claimant and Reference Number:

<u>Legal Name of D&amp;O Claimant:</u>	
<u>Doing Business As:</u>	
<u>Legal Counsel or Representative (if applicable):</u>	
<u>Address</u>	
<u>Number and Street (line 1)</u>	
<u>Number and Street (line 2)</u>	
<u>City</u>	
<u>Province / State</u>	
<u>Postal / Zip Code</u>	
<u>Country</u>	
<u>Telephone Number:</u>	
<u>E-mail address:</u>	
<u>Attention (Contact Person):</u>	
<b><u>Reference Number</u></b>	

Pursuant to the order of the Superior Court of Quebec for the district of Montreal (Commercial Division) (the "**Court**") dated ● (as may be amended, restated or supplemented from time to time), I/we hereby dispute the D&O Notice of Revision or Disallowance bearing Reference Number # \_\_\_\_\_ and dated \_\_\_\_\_ issued by FTI Consulting Canada Inc., in its capacity as court-appointed Monitor of the CCAA Parties, in respect of my/our D&O Claim.

<b>Claim(s) against the Directors and/or Officers of... CCAA Party Name</b>	<b>Currency</b>	<b>Revised Claim Amount</b>	<b>Disputed Claim Amount</b>
<b>Bloom Lake CCAA Parties</b>			
Cliffs Quebec Iron Mining ULC		\$	\$
The Bloom Lake Iron Ore Mine Limited Partnership		\$	\$
Bloom Lake General Partner Limited		\$	\$
Quinto Mining Corporation		\$	\$
8568391 Canada Limited		\$	\$
Bloom Lake Railway Company Limited		\$	\$
<b>Wabush CCAA Parties</b>			
Wabush Mines		\$	\$
Wabush Iron Co. Limited		\$	\$
Wabush Resources Inc.		\$	\$
Arnaud Railway Company		\$	\$
Wabush Lake Railway Company Limited		\$	\$

**Reasons for Dispute:**

(Please attach additional sheet and copies of all supporting documentation if necessary.):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Witness: \_\_\_\_\_ Per: \_\_\_\_\_

Print name of D&O Claimant:  
\_\_\_\_\_

If D&O Claimant is other than an individual, print name and title of authorized signatory

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This form and supporting documentation must be received by the Monitor by 5:00 p.m. (prevailing Eastern time) on ●, 2015 [being fourteen (14) days after the date of the D&O Notice of Revision or Disallowance], or such other date as may be ordered by the Court.

A D&O Notice of Dispute must be delivered by email to the Monitor at the applicable email address shown below.

Bloom Lake CCAA Parties' Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties' Creditors  
wabush@fticonsulting.com

The subject line of your email should read "D&O Notice of Dispute – [legal name of D&O Claimant]" and the following naming protocol must be used for any attachments included in the email:

For the Notice of Dispute: **D&O Notice of Dispute [legal name of D&O Claimant].pdf**

For support schedules (if not already included in Notice of Dispute):  
**D&O Notice of Dispute [legal name of D&O Claimant]schedule [x of y].pdf**

In the event that you are unable or unwilling to submit your D&O Notice of Dispute by email, you may deliver your D&O Notice of Dispute by prepaid registered mail, personal delivery or courier to the following address:

FTI Consulting Canada Inc., in its capacity as Monitor of the [Bloom Lake or Wabush]  
CCAA Parties

79 Wellington Street West  
TD Waterhouse Tower, Suite 2010  
PO Box 104  
Toronto, Ontario M5K 1G8  
Attention: ●

Schedule "D"

FORM OF INSTRUCTION LETTER

INSTRUCTION LETTER  
FOR THE CLAIMS PROCEDURE FOR PERSONS WITH CLAIMS AGAINST  
THE BLOOM LAKE CCAA PARTIES, THE WABUSH CCAA PARTIES AND/OR THEIR  
DIRECTORS AND OFFICERS

The "**Bloom Lake CCAA Parties**" are:

Bloom Lake General Partner Limited  
Quinto Mining Corporation  
856839 Canada Limited  
Cliffs Quebec Iron Mining ULC  
Bloom Lake Railway Company Limited  
The Bloom Lake Iron Ore Mine Limited Partnership

The "**Wabush CCAA Parties**" are:

Wabush Iron Co. Limited  
Wabush Resources Inc.  
Wabush Mines  
Arnaud Railway Company  
Wabush Lake Railway Company Limited

(The Bloom Lake CCAA Parties and the Wabush CCAA Parties collectively form the "**CCAA Parties**")

Claims Procedure

By order of the Superior Court of Québec for the district of Montreal (Commercial Division) (the "**Court**") dated ● (as may be amended, restated or supplemented from time to time, the "**Claims Procedure Order**"), in the proceedings commenced by the CCAA Parties under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c C-36, as amended (the "**CCAA**") and appointing FTI Consulting Canada Inc. as monitor (the "**Monitor**") to the CCAA Parties, the Monitor has been authorized to conduct a claims procedure (the "**Claims Procedure**"). Capitalized terms used in this letter, which are not defined in this letter shall have the meaning ascribed to them in the Claims Procedure Order. A copy of the Claims Procedure Order, with all schedules, may be found on the Monitor's website at: <http://cfcanada.fticonsulting.com/bloomlake>.

The Claims Procedure is intended for any Person asserting a Claim against any of the CCAA Parties and/or any of their Directors and/or Officers.

This letter provides a description of, and instructions for completing, the following forms:

- (i) Proof of Claim (other than a Restructuring Claim);
- (ii) Restructuring Proof of Claim;
- (iii) Notice of Dispute (in respect of a Claim or Restructuring Claim);
- (iv) Directors and Officers ("**D&O**") Proof of Claim; and
- (v) D&O Notice of Dispute.

**General: Particulars of Creditor**

In all forms (e.g. Proof of Claim, Restructuring Proof of Claim, D&O Proof of Claim and Notices of Dispute) you must provide the “Particulars of Creditor” information which will be used for all correspondence regarding your claim(s). An example of the information requested in the Particulars of the Creditor section is shown in the table below. The legal name of the Creditor should be the name of the person or company doing business with the CCAA Parties, including for example, the name indicated on invoices, purchase orders, contracts and/or agreements with the CCAA Parties. If the Creditor uses a trade name in its business with the CCAA Parties, that name should be indicated in the “Doing Business As” line in the Particulars of the Creditor.

<u>Legal Name of Creditor:</u>	
<u>Doing Business As:</u>	
<u>Legal Counsel or Representative (if applicable):</u>	
<u>Address:</u>	
<u>Number and Street (line 1)</u>	
<u>Number and Street (line 2)</u>	
<u>City</u>	
<u>Province / State</u>	
<u>Postal / Zip Code</u>	
<u>Country</u>	
<u>Telephone Number (including area code):</u>	
<u>E-mail address:</u>	
<u>Attention (Contact Person):</u>	

**(i) Instructions for Completing a Proof of Claim (other than a Restructuring Claim)**

**What is a Claim (other than a Restructuring Claim)?**

Generally, a Claim (other than a Restructuring Claim, which is explained further on in this Instruction Letter) is a claim against the CCAA Parties in connection with any indebtedness, liability or obligation of the CCAA Parties as a result of non-payment for goods or services, or a breach of a contract, lease or other agreement **AND** which arose or occurred prior to January 27, 2015 in respect of Claims against the Bloom Lake CCAA Parties, or which arose or occurred prior to May 20, 2015 in respect of Claims against the Wabush CCAA Parties. Please refer to the definitions section of the Claims Procedure Order for a complete definition of “Claim.”

**Proof of Claim**

A Proof of Claim is the document in which a Creditor provides the Monitor with information and support for a Claim against the CCAA Parties. The Proof of Claim commences with a certification section in which you must indicate whether the person preparing the claim form is the Creditor, or a representative of the Creditor. If you are a representative of the Creditor, you must indicate your position or title at the Creditor.



Only representatives with knowledge of the circumstances connected with the claim should complete the Proof of Claim form. If the Creditor is a corporation or other legal entity (i.e. not a living person), then the Proof of Claim **MUST** be completed and signed by an authorized representative of the Creditor.

### **Amount of Claim(s)**

Your proof of claim must include the amount of your claim and certain other information in respect of your claim. A blank table has been provided in the Proof Claim form indicating the information required to process your claim including: the name of the CCAA Party against which you are asserting your claim, the amount of claim, the currency in which the claim is denominated, and whether the claim is unsecured or secured. In the case of secured claims, please provide a brief description in the table of the type of security held, e.g. general security agreement, hypothec, etc. Please note, unless you have security under an agreement with the CCAA Parties, or pursuant to a statutory right, your Claim is an unsecured claim.

Please note that all claims denominated in a foreign currency will be converted into Canadian Dollars at the noon spot rate of the Bank of Canada as at the applicable Determination Date (i.e. January 27, 2015 for claims against the Bloom Lake CCAA Parties, and May 20, 2015 for claims against the Wabush CCAA Parties).

### **Particulars of Claim(s)**

The Proof of Claim includes a section in which you must provide the “particulars” or information supporting your claim, including for example, a description of the goods or services provided, or other transaction(s) giving rise to your claim. Please indicate the name of any guarantor which has guaranteed the claim, and a description of security held, if applicable. If you require additional space to provide information regarding your claim, please attach a separate sheet to your proof of claim form with the heading, “Particulars of Claim(s) – Continued.”

In the Particulars of Claim(s) section, please list all documentation that will be attached separately to your claim form and which supports the amount or the details of your claim, for example, “Attachment 1: invoice number(s) x through y”, and so on.

### **Signature and Date**

Please sign and date your Proof of Claim, indicating the name and title of the authorized representative, if applicable.

## **(ii) Instructions for Completing a Restructuring Proof of Claim**

### **What is a Restructuring Claim?**

Generally, a Restructuring Claim is a claim against the CCAA Parties in connection with any indebtedness, liability or obligation owed by the CCAA Parties arising out of the cancellation, termination, or restructuring of any contract, agreement, lease or other arrangement **ON or AFTER** January 27, 2015, in respect of Restructuring Claims against the Bloom Lake CCAA Parties, and **ON or AFTER** May 20, 2015, in respect of Restructuring Claims against the Wabush CCAA Parties. Please refer to the definitions

section of the Claims Procedure Order for the complete definition of “Restructuring Claim.”

### **Restructuring Proof of Claim**

A Restructuring Proof of Claim is the document in which a Creditor provides the Monitor with information and support for a Restructuring Claim against the CCAA Parties. The Restructuring Proof of Claim commences with a certification section in which you must indicate whether the person preparing the claim form is the Creditor, or a representative of the Creditor. If you are a representative of the Creditor, you must indicate your position or title at the Creditor. Only representatives with knowledge of the circumstances connected with the claim should complete the Proof of Claim form. If the Creditor is a corporation or other legal entity (i.e. not a living person), then the Restructuring Proof of Claim **MUST** be completed and signed by an authorized representative of the Creditor.

### **Amount of Restructuring Claim**

Your proof of claim must include the amount and particulars of your Restructuring Claim. A blank table has been provided in the Proof Claim form indicating the information required to process your Restructuring Claim including: the name of the CCAA Party against which you are asserting your claim, the amount of the claim, the currency in which the claim is denominated, and a brief description of the event(s) giving rise to the Restructuring Claim.

Please note that all claims will be converted into Canadian Dollars at the noon spot rate of the Bank of Canada as at the applicable Determination Date (i.e. January 27, 2015 for claims against the Bloom Lake CCAA Parties, and May 20, 2015 for claims against the Wabush CCAA Parties).

### **Particulars and Calculation of Restructuring Claim(s)**

The Proof of Claim includes a section in which you must provide the “particulars” or information supporting your Restructuring Claim as well as the method of calculating the amount of the claim. If you require additional space to provide information regarding your claim, please attach a separate sheet to your claim with the heading, “Particulars of Restructuring Claim(s) – Continued.”

In the Particulars and Calculation of Restructuring Claim(s) section, please list all documentation that will be attached separately to your claim form and which supports the amount or the details of your Restructuring Claim.

### **Signature and Date**

Please sign and date your Restructuring Proof of Claim, indicating the name and title of the authorized representative, if applicable.

### **Filing Your Proof of Claim(s) and Restructuring Proof of Claim(s)**

Please note the following deadlines for filing your Proof of Claim(s) and/or your Restructuring Proof of Claim(s):

A Proof of Claim (other than a Restructuring Claim) must be delivered to the Monitor such that it is received by the Monitor no later than 5:00 p.m. Eastern time on December 11, 2015, or such later date as may be ordered by the Court (the “Claims Bar Date”).

A Restructuring Proof of Claim must be received by the Monitor by the later of: (a) the Claims Bar Date, and (b) by 5:00 p.m. (prevailing Eastern time) on the day which is 21 days after the date of the applicable Notice of Disclaimer or Resiliation, or such later date as may be ordered by the Court (the “Restructuring Claims Bar Date”).

Your Proof of Claim(s) and/or Restructuring Proof of Claim(s) must be delivered by email to the Monitor at the applicable email address shown below.

Bloom Lake CCAA Parties’ Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties’ Creditors  
wabush@fticonsulting.com

The subject line of your email should read “Proof of Claim – [legal name of creditor]” and the following naming protocol must be used for any attachments included in the email:

For a Proof of Claim: **Proof\_of\_Claim\_[legal name of creditor].pdf**

For support schedules (if not already included in the Proof of Claim file):  
**Proof\_of\_Claim\_[legal name of creditor]\_schedule [x of y].pdf**

In the event that you are unable or unwilling to submit your Proof of Claim and/or Restructuring Proof of Claim by email, you may deliver your Proof of Claim and/or Restructuring Proof of Claim by prepaid registered mail, personal delivery or courier to the following address:

FTI Consulting Canada Inc., in its capacity as Monitor of the [Bloom Lake or Wabush] CCAA Parties

79 Wellington Street West  
TD Waterhouse Tower, Suite 2010  
PO Box 104  
Toronto, Ontario M5K 1G8  
Attention: ●

**PLEASE NOTE, IF YOUR PROOF OF CLAIM OR RESTRUCTURING PROOF OF CLAIM IS NOT RECEIVED BY THE MONITOR BY THE APPLICABLE CLAIMS BAR DATE:**

**(A) YOUR CLAIM SHALL BE FOREVER BARRED AND EXTINGUISHED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF THE CCAA PARTIES;**

**(B) YOU SHALL NOT BE PERMITTED TO VOTE ON A PLAN, IF ANY, OR ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER THE PLAN, IF ANY;**

**(C) YOU SHALL NOT BE ENTITLED TO ANY PROCEEDS OF SALE OF ANY OF THE CCAA PARTIES’ ASSETS; AND**

**(D) YOU SHALL NOT BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS OF THE CCAA PARTIES.**

**(iii) Instructions for Filing a Notice of Dispute (in respect of a Claim or Restructuring Claim)**

**What is a Notice of Dispute?**

The Monitor, in consultation with the CCAA Parties, will review all Proofs of Claim and Restructuring Proofs of Claim received on or before the Claims Bar Date or the Restructuring Claims Bar Date, as applicable. If the Monitor, in consultation with the CCAA Parties, determines it necessary to revise or disallow your claim, the Monitor will send you a Notice of Revision or Disallowance advising you of the reasons why, and to what extent your claim has been revised or disallowed. Please refer to Schedule G of the Claims Procedure Order for an example of a Notice of Revision or Disallowance. **[If the CCAA Parties do not object to the Claim and/or if the Monitor does not send you a Notice of Revision or Disallowance, your claim, as submitted, will be accepted.]**

If you receive a Notice of Revision or Disallowance, and you disagree with the revision or disallowance and you wish to claim a different amount, you must send the Monitor a Notice of Dispute. A Notice of Dispute is a form in which you present supporting documentation and arguments disputing the Monitor's revision or disallowance of your claim. A blank form of Notice of Dispute will be included in any Notice of Revision or Disallowance sent to you by the Monitor. Please refer to Schedule F of the Claims Procedure Order for an example of a Notice of Dispute.

**Disputed Amount of Claim(s)**

A Notice of Dispute must include the amount by which you dispute the Monitor's revised or disallowed claim(s). A blank table has been provided in the form of Notice of Dispute indicating the information required to process your Notice of Dispute.

**Reasons for Dispute**

The Notice of Dispute includes a section in which you must provide reasons and any supporting documentation supporting the disputed amount. If you require additional space to provide information regarding your Notice of Dispute, please attach a separate sheet to your Notice of Dispute with the heading, "Reason for Dispute – Continued."

**Signature and Date**

Please sign and date your Notice of Dispute, indicating the name and title of the authorized representative, if applicable.

**Filing your Notice of Dispute**

If you receive a Notice of Revision or Disallowance, and you wish to dispute it, your Notice of Dispute and any supporting documentation must be received by the Monitor within fourteen (14) days after the date of the Notice of Revision or Disallowance, **[or such other date as may be ordered by the Court]**. The deadline for submitting your Notice of Dispute will be clearly indicated on the Monitor's Notice of Disallowance.

A Notice of Dispute must be delivered by email to the Monitor at the applicable email address shown below.

Bloom Lake CCAA Parties' Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties' Creditors  
wabush@fticonsulting.com

The subject line of your email should read "Notice of Dispute – [legal name of creditor]" and the following naming protocol must be used for any attachments included in the email:

For the Notice of Dispute: **Notice\_of\_Dispute\_[legal name of creditor].pdf**

For support schedules (if not already included in Notice of Dispute):  
**Notice\_of\_Dispute\_[legal name of creditor]schedule\_[x of y].pdf**

In the event that you are unable or unwilling to submit your Notice of Dispute by email, you may deliver your Notice of Dispute by prepaid registered mail, personal delivery or courier to the following address:

FTI Consulting Canada Inc., in its capacity as Monitor of the [Bloom Lake or Wabush] CCAA Parties

79 Wellington Street West  
TD Waterhouse Tower, Suite 2010  
PO Box 104  
Toronto, Ontario M5K 1G8  
Attention: ●

**(iv) Instructions for Completing a D&O Proof of Claim**

**What is a D&O Claim?**

Generally, a D&O Claim is a claim against one or more of the Directors and/or Officers of the CCAA Parties for which Directors and/or Officers are **BY STATUTE** liable to pay in their capacity as Directors and/or Officers. Please refer to the definitions section of the Claims Procedure Order for a complete definition of "D&O Claim."

**D&O Proof of Claim**

The D&O Proof of Claim is the document in which a D&O Claimant provides the Monitor with information and support for a Claim against the Directors and/or Officers of the CCAA Parties. The D&O Proof of Claim commences with a certification section in which you must indicate whether the person preparing the claim form is the D&O Claimant, or a representative of the D&O Claimant. If you are a representative of the D&O Claimant, you must indicate your position or title at the D&O Claimant. Only representatives with knowledge of the circumstances connected with the claim should complete the D&O Proof of Claim form.

**Amount of D&O Claim**

Your D&O Proof of Claim must include the amount and basis for your claim. A blank table has been provided in the D&O Proof Claim form indicating the information required to process your claim including: the name of the CCAA Party against whose Directors and/or

Officers you are asserting your claim, the amount of the claim, the currency in which the claim is denominated, and the basis of the claim being against the Directors and/or Officers.

Please note that all claims will be converted into Canadian Dollars at the noon spot rate of the Bank of Canada as at the applicable Determination Date (i.e. January 27, 2015 for claims against the Bloom Lake CCAA Parties, and May 20, 2015 for claims against the Wabush CCAA Parties).

**Particulars and Basis of D&O Claim(s)**

The D&O Proof of Claim includes a section in which you must provide the “particulars” or information supporting your claim. If you require additional space to provide information regarding your claim, please attach a separate sheet to your proof of claim form with the heading, “Particulars and Basis of D&O Claim(s) – Continued.”

In the Particulars and Basis of D&O Claim(s) section, please list all documentation that will be attached separately to your claim form and which supports the amount or the details of your claim.

**Signature and Date**

Please sign and date your D&O Proof of Claim, indicating the name and title of the authorized representative, if applicable.

**Filing of D&O Claims:**

Your D&O Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (prevailing Eastern time) on December 11, 2015, or such later date as may be ordered by the Court, (the “**D&O Claims Bar Date**”).

D&O Proofs of Claim must be delivered by email to the Monitor at the applicable email address shown below.

Bloom Lake CCAA Parties’ Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties’ Creditors  
wabush@fticonsulting.com

The subject line of your email should read “D&O Proof of Claim – [legal name of D&O Claimant]” and the following naming protocol must be used for any attachments included in the email:

For a D&O Proof of Claim: **D&O Proof of Claim [legal name of D&O Claimant].pdf**

For support schedules (if not already included in the D&O Proof of Claim file): **D&O Proof of Claim [legal name of D&O Claimant]\_schedule [x of y].pdf**

In the event that you are unable or unwilling to submit your D&O Proof of Claim by email, you may deliver your D&O Proof of Claim by prepaid registered mail, personal delivery or courier to the following address:

FTI Consulting Canada Inc., in its capacity as Monitor of the [Bloom Lake or Wabush] CCAA Parties

79 Wellington Street West  
TD Waterhouse Tower, Suite 2010  
PO Box 104  
Toronto, Ontario M5K 1G8  
Attention: ●

**FAILURE TO FILE YOUR D&O PROOF OF CLAIM BY THE D&O CLAIMS BAR DATE WILL RESULT IN YOUR D&O CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A D&O CLAIM AGAINST ANY OF THE DIRECTORS AND/OR OFFICERS OF THE CCAA PARTIES.**

**(v) Instructions for Completing a D&O Notice of Dispute**

**What is a D&O Notice of Dispute?**

The Monitor, in consultation with legal counsel to the Directors and Officers of the CCAA Parties (“D&O Counsel”), will review all D&O Proofs of Claim, received on or before the D&O Claims Bar Date. If the Monitor, in consultation with D&O Counsel, determines it necessary to revise or disallow a D&O Claim, the Monitor will send the claimant a D&O Notice of Revision or Disallowance indicating the reasons why and to what extent a D&O Claim has been revised or disallowed. Please refer to Schedule B of the Claims Procedure Order for an example of a D&O Notice of Revision or Disallowance. If the Directors and Officers do not object to the D&O Claim and/or if the Monitor does not send a D&O Notice of Revision or Disallowance, the D&O Claim, as submitted, **[will be accepted.]**

If you receive a D&O Notice of Revision or Disallowance, and you disagree with the revision or disallowance, you must send the Monitor a D&O Notice of Dispute. A D&O Notice of Dispute is a form in which you present supporting documentation and arguments disputing the Monitor’s revision or disallowance of your D&O Claim as submitted. A blank form of D&O Notice of Dispute will be included in any D&O Notice of Revision or Disallowance sent to you by the Monitor. Please refer to Schedule C of the Claims Procedure Order for an example of a D&O Notice of Dispute.

**Disputed Amount of D&O Claim(s)**

A D&O Notice of Dispute must include the amount that you dispute of the Monitor’s revised or disallowed D&O Claim(s). A blank table has been provided in the form of D&O Notice of Dispute indicating the information required to process your D&O Notice of Dispute.

**Reasons for Dispute**

The D&O Notice of Dispute includes a section in which you must provide reasons and any supporting documentation supporting the disputed amount. If you require additional space

to provide information regarding your D&O Notice of Dispute, please attach a separate sheet to your D&O Notice of Dispute with the heading, “Reason for Dispute – Continued.”

**Signature and Date**

Please sign and date your D&O Notice of Dispute, indicating the name and title of the authorized representative, if applicable.

**Filing your D&O Notice of Dispute**

If you receive a D&O Notice of Revision or Disallowance, and you wish to dispute it, your D&O Notice of Dispute and any supporting documentation must be received by the Monitor within fourteen (14) days after the date of the D&O Notice of Revision or Disallowance, or such other date as may be ordered to by the Court. The deadline for submitting your D&O Notice of Dispute will be clearly indicated on the Monitor’s D&O Notice of Disallowance

A D&O Notice of Dispute must be delivered by email to the Monitor at the applicable email address shown below.

Bloom Lake CCAA Parties’ Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties’ Creditors  
wabush@fticonsulting.com

The subject line of your email should read “D&O Notice of Dispute – [legal name of D&O Claimant]” and the following naming protocol must be used for any attachments included in the email:

For the Notice of Dispute: **D&O Notice of Dispute [legal name of D&O Claimant].pdf**

For support schedules (if not already included in Notice of Dispute): **D&O Notice of Dispute [legal name of D&O Claimant]schedule [x of y].pdf**

In the event that you are unable or unwilling to submit your D&O Notice of Dispute by email, you may deliver your D&O Notice of Dispute by prepaid registered mail, personal delivery or courier to the following address:

FTI Consulting Canada Inc., in its capacity as Monitor of the **[Bloom Lake or Wabush]** CCAA Parties

79 Wellington Street West  
TD Waterhouse Tower, Suite 2010  
PO Box 104  
Toronto, Ontario M5K 1G8  
Attention: ●



Schedule "E"

FORM OF NEWSPAPER NOTICE

NOTICE TO CREDITORS  
OF THE BLOOM LAKE CCAA PARTIES  
AND THE WABUSH CCAA PARTIES

The "**Bloom Lake CCAA Parties**" are:

Bloom Lake General Partner Limited  
Quinto Mining Corporation  
856839 Canada Limited  
Cliffs Quebec Iron Mining ULC  
Bloom Lake Railway Company Limited  
The Bloom Lake Iron Ore Mine Limited Partnership

The "**Wabush CCAA Parties**" are:

Wabush Iron Co. Limited  
Wabush Resources Inc.  
Wabush Mines  
Arnaud Railway Company  
Wabush Lake Railway Company Limited

(The Bloom Lake CCAA Parties and the Wabush CCAA Parties collectively form the "**CCAA Parties**")

RE: NOTICE OF CLAIMS PROCEDURE FOR CLAIMS AGAINST THE CCAA PARTIES AND THEIR DIRECTORS AND OFFICERS

This notice is being published pursuant to an order of the Superior Court of Québec for the district of Montreal (Commercial Division) (the "**Court**") dated ●, 2015 (the "**Claims Procedure Order**") which approved a claims procedure for the determination of certain claims against the CCAA Parties and/or their Directors and Officers. A copy of the Claims Procedure Order and other public information concerning these CCAA proceedings can be obtained on the website of FTI Consulting Canada Inc., acting as Court-appointed monitor of the CCAA Parties (the "**Monitor**") at <http://cfccanada.fticonsulting.com/bloomlake>. Any person who may have a claim against any of the CCAA Parties and/or any of their Directors and Officers should carefully review and comply with the provisions of the Claims Procedure Order.

Any person having a claim against any of the CCAA Parties arising or relating to the period prior to January 27, 2015 in relation to the Bloom Lake CCAA Parties, or prior to May 20, 2015 in relation to the Wabush CCAA Parties (in each case, and as applicable, the "**Determination Date**") must send a Proof of Claim to the Monitor, **to be received by the Monitor by no later than 5:00 p.m. (prevailing Eastern time) on December 11, 2015, or such later date as may be ordered by the Court,** (the "**Claims Bar Date**").

Proofs of Claim for claims arising as a result of a restructuring, disclaimer, resiliation, termination, or breach by any of the CCAA Parties, on or after the Determination Date, of any contract or agreement, whether written or oral, **must be received by the Monitor by the later of: (a) the Claims Bar Date, and (b) by 5:00 p.m. (prevailing Eastern time) on the day which is 21 days after the date of the applicable Notice of Disclaimer or Resiliation,** or such later date as may be ordered by the Court (the "**Restructuring Claims Bar Date**").

Any person having a claim against any of the Directors and/or Officers of the CCAA Parties 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 must send a Proof of Claim to the Monitor, **to be received by the**

Monitor by no later than 5:00 p.m. (prevailing Eastern time) on December 11, 2015, 2015, or such later date as may be ordered by the Court, (the "D&O Claims Bar Date").

Persons requiring more information or who have not received a Proof of Claim form by ●, 2015, should contact the Monitor by email at:

Bloom Lake CCAA Parties' Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties' Creditors  
wabush@fticonsulting.com

UNLESS EXPRESSLY PROVIDED IN THE CLAIMS PROCEDURE ORDER, ANY PERSON THAT DOES NOT FILE A PROOF OF CLAIM WITH THE MONITOR BY THE APPLICABLE CLAIMS BAR DATE SPECIFIED ABOVE SHALL NOT BE ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER A PLAN, IF ANY, OR OF ANY PROCEEDS OF SALE OF ANY OF THE CCAA PARTIES' ASSETS, OR TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS OF THE CCAA PARTIES, AND SHALL BE PROHIBITED FROM MAKING OR ENFORCING ANY CLAIM AGAINST ANY OF THE CCAA PARTIES AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS. ADDITIONALLY, ANY CLAIMS SUCH CREDITOR MAY HAVE AGAINST ANY OF THE CCAA PARTIES AND/OR ANY OF THEIR DIRECTORS AND/OR OFFICERS SHALL BE FOREVER BARRED AND EXTINGUISHED.

Schedule "F"

FORM OF NOTICE OF DISPUTE

NOTICE OF DISPUTE IN RELATION TO A CLAIM  
AGAINST THE BLOOM LAKE CCAA PARTIES  
AND/OR THE WABUSH CCAA PARTIES

The "**Bloom Lake CCAA Parties**" are:

Bloom Lake General Partner Limited  
Quinto Mining Corporation  
856839 Canada Limited  
Cliffs Quebec Iron Mining ULC  
Bloom Lake Railway Company Limited  
The Bloom Lake Iron Ore Mine Limited Partnership

The "**Wabush CCAA Parties**" are:

Wabush Iron Co. Limited  
Wabush Resources Inc.  
Wabush Mines  
Arnaud Railway Company  
Wabush Lake Railway Company Limited

(The Bloom Lake CCAA Parties and Wabush CCAA Parties collectively form the "**CCAA Parties**")

Particulars of Creditor and Reference Number:

<u>Legal Name:</u>	
<u>Doing Business As:</u>	
<u>Legal Counsel or Representative (if applicable):</u>	
<u>Address</u>	
<u>Number and Street (line 1)</u>	
<u>Number and Street (line 2)</u>	
<u>City</u>	
<u>Province / State</u>	
<u>Postal / Zip Code</u>	
<u>Country</u>	
<u>Telephone Number:</u>	
<u>E-mail address:</u>	
<u>Attention (Contact Person):</u>	
<b><u>Reference Number</u></b>	

Pursuant to the order of the Superior Court of Quebec for the district of Montreal (Commercial Division) (the "**Court**") dated ● (as may be amended, restated or supplemented from time to time), I/we hereby dispute the Notice of Revision or Disallowance bearing Reference Number # \_\_\_\_\_ and dated \_\_\_\_\_ issued by FTI Consulting Canada Inc., in its capacity as court-appointed Monitor of the CCAA Parties, in respect of my/our Claim.

CCAA Party Name	Currency	Revised		Disputed	
		Amount of Unsecured Claim	Amount of Secured Claim	Amount of Unsecured Claim	Amount of Secured Claim
<b>Bloom Lake CCAA Parties</b>					
Cliffs Quebec Iron Mining ULC		\$	\$	\$	\$
The Bloom Lake Iron Ore Mine Limited Partnership		\$	\$	\$	\$
Bloom Lake General Partner Limited		\$	\$	\$	\$
Quinto Mining Corporation		\$	\$	\$	\$
8568391 Canada Limited		\$	\$	\$	\$
Bloom Lake Railway Company Limited		\$	\$	\$	\$
<b>Wabush CCAA Parties</b>					
Wabush Mines		\$	\$	\$	\$
Wabush Iron Co. Limited		\$	\$	\$	\$
Wabush Resources Inc.		\$	\$	\$	\$
Arnaud Railway Company		\$	\$	\$	\$
Wabush Lake Railway Company Limited		\$	\$	\$	\$

**Reasons for Dispute:**

(Please attach additional sheet and copies of all supporting documentation if necessary.):

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DATED this      day of \_\_\_\_\_, 2015.

Witness: \_\_\_\_\_ Per: \_\_\_\_\_

Print name of Creditor:  
\_\_\_\_\_

If Creditor is other than an individual, print name and title of authorized signatory

Name: \_\_\_\_\_

Title: \_\_\_\_\_

This form and supporting documentation must be received by the Monitor by 5:00 p.m. (prevailing Eastern time) on ●, 2015 [being fourteen (14) days after the date of the Notice of Revision or Disallowance], or such other date as may be ordered by the Court.

A Notice of Dispute must be delivered by email to the Monitor at the applicable email address shown below.

Bloom Lake CCAA Parties' Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties' Creditors  
wabush@fticonsulting.com

The subject line of your email should read "Notice of Dispute – [legal name of creditor]" and the following naming protocol must be used for any attachments included in the email:

For the Notice of Dispute: **Notice\_of\_Dispute\_[legal name of creditor].pdf**

For support schedules (if not already included in Notice of Dispute ): **Notice\_of\_Dispute\_[legal name of creditor]schedule\_[x of y].pdf**

In the event that you are unable or unwilling to submit your Notice of Dispute by email, you may deliver your Notice of Dispute by prepaid registered mail, personal delivery or courier to the following address:

FTI Consulting Canada Inc., in its capacity as Monitor of the **[Bloom Lake or Wabush]**  
CCAA Parties

79 Wellington Street West  
TD Waterhouse Tower, Suite 2010  
PO Box 104  
Toronto, Ontario M5K 1G8  
Attention: ●

Schedule "G"

FORM OF NOTICE OF REVISION OR DISALLOWANCE

NOTICE OF REVISION OR DISALLOWANCE OF A CLAIM  
AGAINST THE BLOOM LAKE CCAA PARTIES  
AND/OR THE WABUSH CCAA PARTIES

The "Bloom Lake CCAA Parties" are:

Bloom Lake General Partner Limited  
Quinto Mining Corporation  
856839 Canada Limited  
Cliffs Quebec Iron Mining ULC  
Bloom Lake Railway Company Limited  
The Bloom Lake Iron Ore Mine Limited Partnership

The "Wabush CCAA Parties" are:

Wabush Iron Co. Limited  
Wabush Resources Inc.  
Wabush Mines  
Arnaud Railway Company  
Wabush Lake Railway Company Limited

(The Bloom Lake CCAA Parties and Wabush CCAA Parties collectively form the "CCAA Parties")

Particulars of Creditor and Reference Number:

<u>Legal Name:</u>	
<u>Doing Business As:</u>	
<u>Legal Counsel or Representative (if applicable):</u>	
<u>Address:</u>	
<u>Number and Street (line 1)</u>	
<u>Number and Street (line 2)</u>	
<u>City</u>	
<u>Province / State</u>	
<u>Postal / Zip Code</u>	
<u>Country</u>	
<u>Attention (Contact Person):</u>	
<u>Reference Number:</u>	

**Amount of Revision or Disallowance**

Pursuant to the order of the Superior Court of Quebec for the district of Montreal (Commercial Division) (the “**Court**”) dated ● (as may be amended, restated or supplemented from time to time), FTI Consulting Canada Inc. in its capacity as Monitor of the CCAA Parties (the “**Monitor**”), hereby gives you notice that the Monitor has reviewed your Proof of Claim and revised or disallowed your Claim as follows:

CCAA Party Name	Currency	As Submitted		Revised	
		Amount of Unsecured Claim	Amount of Secured Claim	Amount of Unsecured Claim	Amount of Secured Claim
<b>Bloom Lake CCAA Parties</b>					
Cliffs Quebec Iron Mining ULC		\$	\$	\$	\$
The Bloom Lake Iron Ore Mine Limited Partnership		\$	\$	\$	\$
Bloom Lake General Partner Limited		\$	\$	\$	\$
Quinto Mining Corporation		\$	\$	\$	\$
8568391 Canada Limited		\$	\$	\$	\$
Bloom Lake Railway Company Limited		\$	\$	\$	\$
<b>Wabush CCAA Parties</b>					
Wabush Mines		\$	\$	\$	\$
Wabush Iron Co. Limited		\$	\$	\$	\$
Wabush Resources Inc.		\$	\$	\$	\$
Arnaud Railway Company		\$	\$	\$	\$
Wabush Lake Railway Company Limited		\$	\$	\$	\$

**Reason for the Revision or Disallowance:**

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If you disagree with this Notice of Revision or Disallowance you may dispute it.

If you intend to dispute a Notice of Revision or Disallowance, you must deliver a Notice of Dispute to the Monitor by 5:00 p.m. (prevailing Eastern time) on ●, 2015 [being fourteen (14) days after the date of this Notice of Revision or Disallowance], or such other date as may be ordered to by the Court. The form of Notice of Dispute is enclosed with this Notice.

If you do not deliver a Notice of Dispute by the time specified, the nature and amount of your Claim, if any, shall be as set out in this Notice of Revision or Disallowance.

A Notice of Dispute must be delivered by email to the Monitor at the applicable email address shown below.

Bloom Lake CCAA Parties' Creditors                      Wabush CCAA Parties' Creditors  
bloomlake@fticonsulting.com                              wabush@fticonsulting.com

The subject line of your email should read "Notice of Dispute – [legal name of creditor]" and the following naming protocol must be used for any attachments included in the email:

For the Notice of Dispute: **Notice\_of\_Dispute\_[legal name of creditor].pdf**

For support schedules (if not already included in Notice of Dispute ): **Notice\_of\_Dispute\_[legal name of creditor]schedule\_[x of y].pdf**

In the event that you are unable or unwilling to submit your Notice of Dispute by email, you may deliver your Notice of Dispute by prepaid registered mail, personal delivery or courier to the following address:

FTI Consulting Canada Inc., in its capacity as Monitor of the [Bloom Lake or Wabush] CCAA Parties

79 Wellington Street West  
TD Waterhouse Tower, Suite 2010  
PO Box 104  
Toronto, Ontario M5K 1G8  
Attention: ●

**IF YOU FAIL TO TAKE ACTION WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION OR DISALLOWANCE WILL BE BINDING UPON YOU.**

Dated at                                      this                                      day of                                      , 2015.

**FTI CONSULTING CANADA INC.,**  
In its capacity as the Court-appointed Monitor

Per: \_\_\_\_\_

[NAME]



Schedule "H"

FORM OF PROOF OF CLAIM

PROOF OF CLAIM  
AGAINST THE BLOOM LAKE CCAA PARTIES  
AND/OR THE WABUSH CCAA PARTIES

The "**Bloom Lake CCAA Parties**" are:

Bloom Lake General Partner Limited  
Quinto Mining Corporation  
856839 Canada Limited  
Cliffs Quebec Iron Mining ULC  
Bloom Lake Railway Company Limited  
The Bloom Lake Iron Ore Mine Limited Partnership

The "**Wabush CCAA Parties**" are:

Wabush Iron Co. Limited  
Wabush Resources Inc.  
Wabush Mines  
Arnaud Railway Company  
Wabush Lake Railway Company Limited

(The Bloom Lake CCAA Parties and Wabush CCAA Parties collectively form the "**CCAA Parties**")

Please read the enclosed Instruction Letter carefully prior to completing the attached Proof of Claim. Capitalized terms not defined within this Proof of Claim form or the appended Instruction Letter shall have the meaning ascribed thereto in the Claims Procedure Order dated ●, as may be amended, restated or supplemented from time to time. A copy of the Claims Procedure Order can be found on the Monitor's website at: <http://cfcanada.fticonsulting.com/bloomlake/>

Particulars of Creditor:

Please provide the following information:

<u>Legal Name of Creditor:</u>	
<u>Doing Business As:</u>	
<u>Legal Counsel or Representative (if applicable):</u>	
<u>Address:</u>	
<u>Number and Street (line 1)</u>	
<u>Number and Street (line 2)</u>	
<u>City</u>	
<u>Province / State</u>	
<u>Postal / Zip Code</u>	
<u>Country</u>	
<u>Telephone Number (including area code):</u>	
<u>E-mail address:</u>	
<u>Attention (Contact Person):</u>	

**Proof of Claim:**

I, \_\_\_\_\_  
corporate Creditor), of  
certify:

(name of individual Creditor or Representative of  
(City, Province or State) do hereby

that I [\_\_\_\_\_] am a Creditor; OR

[\_\_\_\_\_] am the \_\_\_\_\_  
(position or title) of  
(name of Creditor); and

that I have knowledge of all the circumstances connected with the Claim referred to below:



_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Notes:**

[1] Claims in a currency other than Canadian Dollars will be converted to Canadian Dollars at the noon spot rate of the Bank of Canada as of the Determination Date (January 27, 2015 for Bloom Lake CCAA Parties and May 20, 2015 for Wabush CCAA Parties).

[2] Provide a brief description of the basis for the Claim



List of documentation evidencing Claim(s) indicated in the table above (please attach all documentation to this Proof of Claim form):

Attachment 1 (description): \_\_\_\_\_

Attachment 2 (description): \_\_\_\_\_

Attachment 3 (description): \_\_\_\_\_

Attachment 4 (description): \_\_\_\_\_

Attachment 5 (description): \_\_\_\_\_

[If documentation exceeds 5 attachments, please attach separate list.]

DATED this        day of \_\_\_\_\_, 2015.

Witness:

\_\_\_\_\_ Per: \_\_\_\_\_

Print name of Creditor:

\_\_\_\_\_

*If Creditor is other than an individual, print name and title of authorized signatory*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Filing of Claims:**

**A Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (prevailing Eastern time) on December 11, 2015 , or such later date as may be ordered by the Court, (the "Claims Bar Date").**

**FAILURE TO FILE YOUR PROOF OF CLAIM AS DIRECTED BY THE CLAIMS BAR DATE WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST ANY OF THE CCAA PARTIES.**

Proofs of Claim must be delivered by email to the Monitor at the applicable email address shown below.

Bloom Lake CCAA Parties' Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties' Creditors  
wabush@fticonsulting.com

The subject line of your email should read "Proof of Claim – [legal name of Creditor]" and the following naming protocol must be used for any attachments included in the email:

For a Proof of Claim: **Proof\_of\_Claim\_[legal name of Creditor].pdf**

For support schedules (if not already included in the Proof of Claim file): **Proof\_of\_Claim\_[legal name of Creditor]\_schedule [x of y].pdf**

In the event that you are unable or unwilling to submit your Proof of Claim by email, you may deliver your Proof of Claim by prepaid registered mail, personal delivery or courier to the following address:

FTI Consulting Canada Inc., in its capacity as Monitor of the **[Bloom Lake or Wabush]** CCAA Parties

79 Wellington Street West  
TD Waterhouse Tower, Suite 2010  
PO Box 104  
Toronto, Ontario M5K 1G8  
Attention: ●

Document comparison by Workshare Compare on 23 octobre 2015 10:44:45

Input:	
Document 1 ID	file://C:\Users\atsp\Desktop\frm-claimsmeetingsprocedure_may2014.doc
Description	frm-claimsmeetingsprocedure_may2014
Document 2 ID	PowerDocs://TOR_2024/12799768/6
Description	TOR_2024-#12799768-v6-Claims_Procedure_Order
Rendering set	Standard

Legend:	
<u>Insertion</u>	
<del>Deletion</del>	
<del>Moved from</del>	
<u>Moved to</u>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	1130
Deletions	285
Moved from	12
Moved to	12
Style change	0
Format changed	0
Total changes	1439