

SUPERIOR COURT

C A N A D A

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N°: 500-11-048114-157

DATE: May 18, 2018

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

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

**BLOOM LAKE GENERAL PARTNER LIMITED
QUINTO MINING CORPORATION
8568391 CANADA LIMITED
CLIFFS QUÉBEC IRON MINING ULC
WABUSH IRON CO. LIMITED
WABUSH RESOURCES INC.**

Petitioners

-and-

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

Mises-en-cause

(Petitioners and Mises-en-cause hereinafter the “**CCAA Parties**”)

-and-

FTI CONSULTING CANADA INC.

Monitor

AMENDED AND RESTATED PLAN FILING AND MEETINGS ORDER

HAVING READ the CCAA Parties' (the "**Petitioners**") *Motion for the Issuance of an Amended and Restated Plan Filing and Meetings Order*, and the attached exhibits thereof, and the affidavit in support thereof (the "**Motion**"), and the submissions of counsels for the Petitioners, the Monitor and other interested parties;

GIVEN the provisions of the Initial Orders granted on January 27, 2015 and May 20, 2015, as subsequently amended, rectified or restated (together, the "**Initial Orders**");

GIVEN the provisions of the *Companies' Creditors Arrangement Act*, R.S.C. 1985, C. c-36 (the "**CCAA**").

THE COURT:

1. **GRANTS** the Motion.

Service

2. **DECLARES** that the Petitioners have given sufficient prior notice of the presentation of this Motion to interested parties and that the time for service of the Motion herein be and is hereby abridged.

Definitions

3. **DECLARES** that the capitalized terms not otherwise defined in this Order shall have the meanings ascribed in **Schedule "A"** attached hereto. The following terms shall have the meanings set out below:
 - 3.1 "**Chair**" shall have the meaning ascribed to such term in Paragraph 30;
 - 3.2 "**Creditor Letter**" means the letter (in English and French) to Affected Unsecured Creditors (other than Employee Creditors) in substantially the form of **Schedule "B"** hereto;
 - 3.3 "**Employee Creditor Letters**" means the letters (in English and French) of the Monitor, the Salaried Members' Representative Counsel and the USW Counsel, each in substantially the form of **Schedule "C"** hereto;
 - 3.4 "**Employee Creditors**" means USW Members and Salaried Members with Allowed Claims;
 - 3.5 "**Meeting Materials**" shall have the meaning ascribed to such term in Paragraph 8;
 - 3.6 "**Notice of Creditors' Meetings and Sanction Hearing**" means the notice which shall be given to the Affected Unsecured Creditors of the Meetings to be held for the approval of the Plan, and of the Sanction Hearing of the Plan, being substantially in the form of **Schedule "D"** hereto;

- 3.7 “**Proxy**” means a proxy and instructions to Affected Unsecured Creditors for explaining how to complete same, substantially in the form of **Schedule “E”** hereto;
- 3.8 “**Resolution**” means the resolution substantially in the form attached as **Schedule “F”**; and
- 3.9 “**Website**” means <http://cfcanada.fticonsulting.com/bloomlake>.

Joint Plan of Compromise and Arrangement

4. **ORDERS** that the Amended and Restated Joint Plan of Compromise and Arrangement pursuant to the CCAA filed by the Participating CCAA Parties dated May 16, 2018, (as may be amended, supplemented and restated from time to time, the “**Plan**”) is hereby accepted for filing, and the Participating CCAA Parties are hereby authorized to seek approval of the Plan from the Affected Unsecured Creditors in the manner set forth herein.
5. **ORDERS** that the Participating CCAA Parties, with the consent of the Parent and the Monitor, are authorized, prior to and after the Meetings (and both prior to and subsequent to obtaining the Sanction Order), to file any amendment, restatement, modification of or supplement to, the Plan (each a “**Plan Modification**”) (i) pursuant to a Court Order, or (ii) where such Plan Modification concerns (A) a matter which is of an administrative nature required to better give effect to the implementation of the Plan and the Sanction Order, or (B) cure any errors, omissions or ambiguities, and in either case of foregoing clause (A) and (B), is not materially adverse to the financial or economic interests of the Affected Creditors. Any such Plan Modification shall for all purposes, be and be deemed to form part of and be incorporated into the Plan.
6. **ORDERS** that the Participating CCAA Parties may give notice of any such Plan Modification by notice which shall be sufficient if provided to those Persons listed on the service list posted on the Website (as amended from time to time, the “**Service List**”). The Monitor shall post on the Website, as soon as practicable, any such Plan Modification, with notice of such posting forthwith provided to the Service List.

Form of Documents

7. **ORDERS** that the forms of: (i) the Notice of Creditors' Meetings and Sanction Hearing, (ii) the Creditor Letter, (iii) the Employee Creditor Letters, (iv) the Proxy, and (v) the Resolution are each hereby approved, and the Monitor, in consultation with the Participating CCAA Parties, is authorized to make such minor changes to such forms of documents as it consider necessary or desirable to conform the content thereof to the terms of the Plan or this Order or any further Orders of the Court.

Notification Procedures

8. **ORDERS** that the Monitor shall cause to be sent, by regular mail, courier or e-mail a copy of the Notice of Creditors' Meetings and Sanction Hearing, the Creditor Letter, the Proxy, the Resolution, the Plan, and this Order (collectively, with the Report of the

Monitor to be filed in connection with the Meetings, the “**Meeting Materials**”), in English and in French, as soon as reasonably practicable after the granting of this Order and, in any event, no later than **5:00 p.m.** (Eastern time) on May 25, 2018 to each Affected Unsecured Creditor (other than Employee Creditors) as of the date of this Order at the address for such Affected Unsecured Creditor set out in such Affected Unsecured Creditor’s Proof of Claim or to such other address that has been provided to the Monitor by such Affected Unsecured Creditor pursuant to Paragraph 35 or 37.

9. **ORDERS** that the Monitor shall cause to be sent, by regular mail, courier or e-mail a copy of the Employee Creditor Letters, in English and in French, as soon as reasonably practicable after the granting of this Order and, in any event, no later than **5:00 p.m.** (Eastern time) on May 25, 2018 to each Employee Creditor at the address for such Employee Creditor as shown on the books and records of the CCAA Parties or as provided to the Monitor by the Salaried Members’ Representative Counsel or the USW Counsel.
10. **ORDERS** that the Monitor shall (i) forthwith publish on the Website an electronic copy of the Meeting Materials and the Employee Creditor Letters, (ii) send a copy of the Meeting Materials and the Employee Creditor Letters to the Service List, and (iii) provide a copy to any Affected Unsecured Creditor upon written request by such Affected Unsecured Creditor provided that such written request is received by the Monitor no later than three (3) Business Days prior to the Meetings (or any adjournment thereof).
11. **ORDERS** that the Participating CCAA Parties and the Monitor be and they are hereby authorized to provide such supplemental information (“**Additional Information**”) to the Meeting Materials as the Participating CCAA Parties may determine, with the consent of the Monitor, and the Additional Information shall be distributed or made available by posting on the Website and served on the Service List, and any such other method of delivery that the Participating CCAA Parties, with the consent of the Monitor, determine is appropriate.
12. **ORDERS** that the publications and/or delivery referred to in Paragraphs 8, 9, 10 and 11 hereof, shall constitute good and sufficient service of the Meeting Materials and the Employee Creditor Letters 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 represented by proxy at the Meeting in respect of the Unsecured Creditor Class to which each such Person belongs, 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.
13. **ORDERS** that the non-receipt of a copy of the Meeting Materials or the Employee Creditor Letters beyond the reasonable control of the Monitor shall not constitute a breach of this Order and the non-receipt shall not invalidate any resolution passed or proceedings taken at the Meetings.

Employee Creditors Addresses and Information

14. **ORDERS** that the Monitor is hereby authorized to deliver, if considered necessary by the Monitor, to Employee Creditors with Proven or Unresolved Claims, a notice that such Employee Creditors must provide their Social Insurance Numbers to the Monitor, as a condition to receiving any distributions under the Plan.

Limited Substantive Consolidation of certain Participating CCAA Parties

15. **ORDERS** that the following Participating CCAA Parties shall be substantively consolidated for the purposes of voting and distribution on the Plan, and all references in this Order to Participating CCAA Parties shall mean to such Participating CCAA Parties, as so consolidated:
- 15.1 CQIM and Quinto (together, the “**CQIM/Quinto Parties**”);
 - 15.2 BLGP and BLLP (together, the “**BL Parties**”); and
 - 15.3 Wabush Iron, Wabush Resources and the Wabush Mines (together, the “**Wabush Mines Parties**”).

Classes of Unsecured Creditors

16. **ORDERS** that the Affected Unsecured Creditors with respect of each Participating CCAA Party shall be grouped into the following classes for voting (in respect of their Eligible Voting Claims) and distribution purposes (in respect of their Proven Claims) (each an “**Unsecured Creditor Class**” and together the “**Unsecured Creditor Classes**”):
- 16.1 **CQIM/Quinto Unsecured Creditor Class**: being Affected Unsecured Creditors of any of the CQIM/Quinto Parties;
 - 16.2 **BL Parties Unsecured Creditor Class**: being Affected Unsecured Creditors of any of the BL Parties;
 - 16.3 **Wabush Mines Unsecured Creditor Class**: being Affected Unsecured Creditors of any of the Wabush Mines Parties (other than creditors holding Pension Claims in respect of such Pension Claims);
 - 16.4 **Wabush Pension Claims Class**: being the Pension Plan Administrator, in respect of the Pension Claims against the Wabush Mines Parties;
 - 16.5 **Arnaud Unsecured Creditor Class**: being Affected Unsecured Creditors of Arnaud (other than creditors holding Pension Claims in respect of such Pension Claims); and
 - 16.6 **Arnaud Pension Claims Class**: being the Pension Plan Administrator, in respect of the Pension Claims against Arnaud.

Meetings

17. **DECLARES** that the Participating CCAA Parties are hereby authorized to call, hold and conduct the following Meetings, being understood that there will be a separate Meeting for each Unsecured Creditor Class listed below, in Montréal, Québec, for the purpose of voting upon, with or without variation, the Resolution to approve the Plan:

- 17.1 **Meeting of CQIM/Quinto Unsecured Creditor Class:** June 18, 2018 at 9:30 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
- 17.2 **Meeting of BL Parties Unsecured Creditor Class:** June 18, 2018 at 9:30 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
- 17.3 **Meeting of Wabush Mines Unsecured Creditor Class:** June 18, 2018 at 11:00 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
- 17.4 **Meeting of Arnaud Unsecured Creditor Class:** June 18, 2018 at 11:00 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
- 17.5 **Meeting of Wabush Pension Claims Class:** June 18, 2018 at 11:30 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
- 17.6 **Meeting of Arnaud Pension Claims Class:** June 18, 2018 at 11:30 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
18. **DECLARES** that the only Persons entitled to notice of, to attend and speak at a Meeting are Eligible Voting Creditors of such Unsecured Creditor Class (or their respective duly appointed Proxy holders and their legal counsel), representatives of the Monitor, the Participating CCAA Parties, all such parties' financial and legal advisors, Salaried Members Representative Counsel, USW Counsel, the Chair (as defined below), the secretary and any scrutineers appointed in accordance with Paragraph 32 hereof. Any other Person may be admitted to the Meetings on invitation of the Participating CCAA Parties or the Monitor.
19. **ORDERS** that any Proxy which any Eligible Voting Creditor wishes to submit in respect of a Meeting (or any adjournment, postponement or other rescheduling thereof) must be substantially in the form attached hereto as **Schedule "E"** (or in such other form acceptable to the Monitor or the Chair).
20. **ORDERS** that any Proxy in respect of a Meeting (or any adjournment, postponement or other rescheduling thereof) must be received by the Monitor in accordance with Paragraph 37 hereof by 5:00 p.m. (Eastern time) June 14, 2018 (the "**Proxy Deadline**"), being two (2) Business Days prior to the date set for the Meetings in Paragraph 17 hereof. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which a Proxy is completed.
21. **ORDERS** that, in the absence of instruction to vote for or against the approval of the Resolution in a duly signed and returned Proxy that appoints a representative of the Monitor as Proxy holder, the Proxy shall be deemed to include instructions to vote for the approval of the Resolution, provided the Proxy holder does not otherwise revoke the Proxy by written notice to the Monitor delivered so that it is received by the Monitor no later than the Proxy Deadline.

22. **ORDERS** that the quorum required at each Meeting shall be one Eligible Voting Creditor present at each Meeting in person or by Proxy. If the (a) requisite quorum is not present at any Meeting, or (b) any Meeting is adjourned, postponed or rescheduled by the Chair (whether (i) by the request of the Participating CCAA Parties; (ii) by vote of the majority in value of Affected Unsecured Creditors holding Eligible Voting Claims in person or by Proxy at any Meeting; or (iii) otherwise as determined by the Chair), then any such Meetings shall be adjourned, postponed or rescheduled to such time(s) and place(s) as the Chair deems necessary or desirable.
23. **ORDERS** that the Chair, with the consent of the Participating CCAA Parties and the Plan Sponsors, not to be unreasonably withheld, be and he or she is hereby, authorized to adjourn, postpone or otherwise reschedule any Meeting on one or more occasions to such time(s), date(s) and place(s) as the Chair, with the consent of the Participating CCAA Parties and Plan Sponsors, not to be unreasonably withheld, deem necessary or desirable (without the need to first convene any such Meetings for the purpose of any adjournment, postponement or other rescheduling thereof). None of the Participating CCAA Parties, the Chair or the Monitor shall be required to deliver any notice of the adjournment, postponement or rescheduling of the Meeting(s) or adjourned Meeting(s), as applicable, provided that the Monitor shall:
- 23.1 announce the adjournment, postponement or rescheduling of the applicable Meeting(s) or adjourned Meeting(s) to the participants at the applicable Meeting(s) if the commencement of the Meeting(s) has occurred prior to the adjournment, postponement or rescheduling;
 - 23.2 post notice of the adjournment, postponement or rescheduling at the originally designated time and location of each of the Meeting(s) or adjourned Meeting(s), as applicable;
 - 23.3 forthwith post notice of the adjournment, postponement or rescheduling on the Website; and
 - 23.4 provide notice of the adjournment, postponement or rescheduling to the Service List forthwith. Any Proxies validly delivered in connection with the Meeting(s) shall be accepted as Proxies in respect of any adjourned, postponed or rescheduled Meeting(s).
24. **DECLARES** that the only Persons entitled to vote at a Meeting shall be Eligible Voting Creditors of such Unsecured Creditor Class or their Proxy holders. Each Eligible Voting Creditor will be entitled to a vote with a value equal to the value in dollars of its Voting Claim, and/or the value in dollars of its Unresolved Voting Claim, if any, as determined in accordance with this Paragraph 24 of this Order.
25. **ORDERS** that the dollar value of an Unresolved Voting Claim for voting purposes at the applicable Meeting shall be: (i) the amount set out in such Creditor's Proof of Claim if no Notice of Allowance or Notice of Revision or Disallowance (in each case as defined in the Amended Claims Procedure Order) has been issued; (ii) the amount set out in the Notice of Revision or Disallowance in respect of such Claim if no Notice of Dispute (as defined in the Amended Claims Procedure Order) has been filed and the time for doing so has not expired; (iii) the amount set out in the Notice of Dispute in respect of such Claim if a Notice of Dispute has been timely filed, in all respects without prejudice to the

determination of the dollar value of such Affected Unsecured Claim for distribution purposes in accordance with the Amended Claims Procedure Order; or (iv) the amount as may be agreed to between the Monitor and the Affected Unsecured Creditor, or between the Monitor and the Salaried Members Representative Counsel or the Monitor and the USW Counsel, as applicable.

26. **DECLARES** that in respect of the Eligible Voting Claims of the Salaried Members and the USW Members:
- 26.1 The Salaried Members Representative Counsel shall be deemed to be a Proxy holder in respect of each Eligible Voting Claim related to or arising from the employment of the Salaried Members and shall be entitled to vote them at a Meeting on their behalf, without the requirement for any Salaried Member to submit a Proxy to the Monitor, save in respect of any Salaried Member who notifies the Monitor by an instrument in writing (including e-mail) that they revoke this deemed Proxy, by no later than the Proxy Deadline;
- 26.2 The USW Counsel shall be deemed to be a Proxy holder in respect of each Eligible Voting Claim related to or arising from the employment of the USW Members and shall be entitled to vote them at a Meeting on their behalf, without the requirement for any USW Member to submit a Proxy to the Monitor, save in respect of any USW Member who notifies the Monitor by an instrument in writing (including e-mail) that they revoke this deemed Proxy, by no later than the Proxy Deadline;
- 26.3 The Salaried Members Representative Counsel and the USW Counsel shall vote each Eligible Voting Claim for which they are the Proxy holder in favour of the Plan.

For greater certainty, however, only the Pension Plan Administrator or its designated Proxy may vote the Pension Claims.

27. **ORDERS** that a Voting Claim or Unresolved Voting Claim shall not include fractional numbers and shall be rounded down to the nearest whole Canadian dollar amount.
28. **ORDERS** that the Monitor shall keep a separate record of the votes cast by Affected Unsecured Creditors holding Unresolved Voting Claims and shall report to the Court with respect thereto at the Sanction Motion.
29. **ORDERS** that the results of any and all votes conducted at the Meetings shall be binding on all Affected Unsecured Creditors, whether or not any such Affected Unsecured Creditor is present or voting at the Meetings.
30. **ORDERS** that a representative of the Monitor shall preside as the chair of each Meeting (the "**Chair**") and, subject to any further order of this Court, shall decide all matters relating to the conduct of such Meeting. The Participating CCAA Party and any Eligible Voting Creditor may appeal from any decision of the Chair to the Court, within three (3) Business Days of any such decision.

31. **DECLARES** that, at each Meeting, the Chair is authorized to direct a vote on the Resolution to approve the Plan, and any amendments thereto made in accordance with Paragraph 5 of this Order.
32. **ORDERS** that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at each Meeting. Person(s) designated by the Monitor shall act as secretary at each Meeting.
33. **ORDERS** that the Monitor shall be directed to calculate the votes cast at each Meeting called to consider the Plan and report the results in accordance with Paragraph 43 of this Order.
34. **ORDERS** that an Affected Unsecured Creditor that is not an individual may only attend and vote at a Meeting if it has appointed a Proxy holder to attend and act on its behalf at such Meeting.

Notice of Transfers

35. **ORDERS** that, for purposes of voting at a Meeting, if an Affected Unsecured Creditor transfers or assigns all of its Affected Unsecured Claim, then the transferee or assignee shall only be entitled to vote and attend the applicable Meeting if the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such Affected Unsecured Claim and a written request to the Monitor, not later than 5:00 pm on the date that is seven (7) days prior to the date of the Meeting, or such later time that the Monitor may agree to, that such transferee's or assignee's name be included on the list of Eligible Voting Creditors entitled to vote, either in person or by proxy, the transferor's or assignor's Voting Claim or Unresolved Voting Claim, as applicable, at the applicable Meeting in lieu of the transferor or assignor.
36. **ORDERS** that if the holder of an Affected Unsecured Claim or any subsequent holder of the whole of an Affected Unsecured Claim who has been acknowledged by the Monitor as the Affected Unsecured Creditor in respect of such Affected Unsecured Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Affected Unsecured Claim or Affected Unsecured Claims and such Affected Unsecured Claim shall continue to constitute and be dealt with as a single Claim as if such Claim (or portion of such Claim) had not been transferred or assigned, notwithstanding such transfer or assignment, and the Monitor and the Participating CCAA Parties shall in each such case 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 Affected Unsecured Claim only as a whole and then only to and with the Person last holding such Affected Unsecured Claim in whole as the Affected Unsecured Creditor in respect of such Affected Unsecured Claim, provided such Affected Unsecured Creditor may by notice in writing to the Monitor delivered so that it is received by the Monitor on or before the tenth day prior to any Meeting or distribution in respect of such Affected Unsecured Claim, direct that subsequent dealings in respect of such Affected Unsecured Claim, but only as a whole, shall be with a specified transferee or assignee and in such event, such Affected Unsecured Creditor and such transferee or assignee of the Affected Unsecured Claim shall be bound by any notices given to the transferor or assignor and prior steps taken in respect of such Claim.

Notices and Communications

37. **ORDERS** that any notice or other communication to be given under this Order by an Affected Unsecured Creditor to the Monitor or the Participating CCAA Parties shall be in writing and will be sufficiently given only if given by pre-paid mail, registered mail, e-mail, courier addressed to:

Monitor:	FTI Consulting Canada Inc. TD Waterhouse Tower 79 Wellington Street West Suite 2010, P.O. Box 104 Toronto, ON M5K 1G8
	Attention: Nigel Meakin
	E-mail: bloomlake@fticonsulting.com

With a Copy to:	Norton, Rose, Fulbright LLP Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
	Attention: Sylvain Rigaud
	E-mail: sylvain.rigaud@nortonrosefulbright.com

Participating CCAA Parties:	Bloom Lake General Partner Limited <i>et al</i> c/o Blake, Cassels & Graydon LLP 199 Bay Street Suite 4000, Commerce Court West Toronto Ontario M5L 1A9
	Attention: Clifford T. Smith, Officer
	E-mail: clifford.smith@CliffsNR.com

With a Copy to:	Blake, Cassels & Graydon LLP 199 Bay Street Suite 4000, Commerce Court West Toronto Ontario M5L 1A9
	Attention: Milly Chow
	E-mail: milly.chow@blakes.com

38. **ORDERS** that any document sent by the Monitor or the Participating CCAA Parties pursuant to this Order may be sent by e-mail, ordinary mail, registered mail or courier. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier or e-mail. Documents shall not be sent by ordinary or

registered mail during a postal strike or work stoppage of general application. For greater certainty, the Monitor shall not be deemed to have received any document unless and until such document is actually received by the Monitor at the address noted above.

39. **ORDERS** that, in the event that the day on which any notice or communication required to be delivered pursuant to this Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.
40. **ORDERS** that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or e-mail in accordance with this Order.
41. **ORDERS** that all references to time in this Order shall mean prevailing local time in Montréal, Québec and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on the Business Day unless otherwise indicated.
42. **ORDERS** that references to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender.

Sanction Hearing

43. **ORDERS** that the Monitor shall provide a report to the Court as soon as practicable after the Meetings by no later than June 21, 2018 (the "**Monitor's Report Regarding the Meetings**") with respect to:
 - 43.1 the results of voting at the Meetings;
 - 43.2 whether the Required Majority of each Unsecured Creditor Class has approved the Plan;
 - 43.3 the separate tabulation of the Unresolved Voting Claims as required by Paragraph 27; and
 - 43.4 in its discretion, any other matter relating to the Participating CCAA Parties' motion(s) seeking sanction of the Plan.
44. **ORDERS** that an electronic copy of the Monitor's Report Regarding the Meetings, the Plan, including any Plan Modification, and a copy of the materials filed in respect of the Sanction Motion shall be posted on the Website prior to the Sanction Motion.
45. **ORDERS** that in the event the Plan has been approved by the Required Majority of each Unsecured Creditor Class, the Participating CCAA Parties may seek the sanction of the Plan before this Court on June 29, 2018 (the "**Sanction Motion**"), or such later date as the Monitor may advise the Service List in these proceedings, provided that such later date shall be acceptable to the Participating CCAA Parties, the Parent and the Monitor.

46. **ORDERS** that service of this Order by the CCAA Parties to the parties on the Service List, the delivery of the Meeting Materials and Employee Creditor Letters in accordance with Paragraphs 8 and 9 hereof and the posting of the Meeting Materials and Employee Creditor Letters on the Website in accordance with Paragraph 10 hereof shall constitute good and sufficient service and notice of the Sanction Motion.
47. **ORDERS** that in the event that the Sanction Motion is adjourned, only those Persons appearing on the Service List as of the date of service shall be served with notice of the adjourned date.
48. **ORDERS** that, subject to any further Order of the Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan, as sanctioned, shall govern and be paramount, and any such provision of this Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.
49. **ORDERS** that any person who wishes to oppose the Sanction Motion shall serve upon the parties on the Service List, and file with the Court a copy of the materials to be used to oppose the Sanction Motion by no later than 5:00 p.m. (Eastern time) on June 26, 2018 or, if applicable, four days' prior to any adjourned or rescheduled Sanction Motion.

Monitor's Role

50. **ORDERS** that the Monitor, in addition to its prescribed rights and obligations under (i) the CCAA; (ii) the Initial Orders; and (iii) the Amended Claims Procedure Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order.
51. **ORDERS** that: (i) in carrying out the terms of this Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Orders, the Amended Claims Procedure Order, and any other Order granted in these CCAA Proceedings and as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part; (iii) the Monitor shall be entitled to rely on the books and records of the Participating CCAA Parties and any information provided by the Participating CCAA Parties, and any information acquired by the Monitor as a result of carrying out its duties under this Order without independent investigation; and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

Aid and Assistance of Other Courts

52. **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.

General Provisions

53. **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 Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents.
54. **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 Order.
55. **ORDERS** the provisional execution of this Order notwithstanding appeal.
56. **THE WHOLE** without costs.

STEPHEN W. HAMILTON J.S.C.

Mtre Bernard Boucher
Mtre Emily Hazlett
(Blake, Cassels & Graydon LLP)
Attorneys for the CCAA Parties

Date of hearing: May 18, 2018

Schedule A: Definitions
Schedule B: Creditor Letter
Schedule C: Employee Creditor Letters
Schedule D: Notice of Creditor's Meetings and Sanction Hearing
Schedule E: Proxy
Schedule F: Form of Resolution

Schedule “A” to the Plan Filing and Meetings Order

Definitions

“**8568391**” means 8568391 Canada Limited;

“**Additional Information**” has the meaning ascribed thereto in Paragraph 11 of this Order;

“**Administration Charges**” means, collectively, the BL Administration Charge and the Wabush Administration Charge in the aggregate amount of the BL Administration Charge and the Wabush Administration Charge, as such amount may be reduced from time to time by further Court Order;

“**Affected Claim**” means any Claim other than an Unaffected Claim;

“**Affected Creditor**” means any Creditor holding an Affected Claim, including a Non-Filed Affiliate holding an Affected Claim and a CCAA Party holding an Affected Claim;

“**Affected General Unsecured Claim**” means an Affected Unsecured Claim, including without limitation, any Deficiency Claims, other than a Pension Claim;

“**Affected General Unsecured Creditor**” means any Affected Unsecured Creditor holding an Affected General Unsecured Claim, including a Non-Filed Affiliate and a CCAA Party holding an Affected General Unsecured Claim;

“**Affected Unsecured Claim**” means an Unsecured Claim that is an Affected Claim;

“**Affected Unsecured Creditor**” means the Pension Plan Administrator in respect of the Pension Claims or an Affected General Unsecured Creditor;

“**Affiliate**” means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct control or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to “**control**” another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract or otherwise, and the term “**controlled**” shall have a similar meaning;

“**Allocated Value**” means, in respect of any particular asset of a Participating CCAA Party, the amount of the sale proceeds realized from such asset, net of costs allocated to such asset all pursuant to the Allocation Methodology and, in respect of any Secured Claim, the amount of such sale proceeds receivable on account of such Secured Claim after taking into account the priority of such Secured Claims relative to other creditors holding a Lien in such asset;

“**Allocation Methodology**” means the methodology for the allocation of proceeds of realizations of the CCAA Parties’ assets and the costs of the CCAA Proceedings amongst the CCAA Parties and, to the extent necessary, amongst assets or asset categories, which was approved by an Order of the Court on July 25, 2017 as may be amended upon Final Determination of the Vermont Allocation Appeal;

“**Allowed Claim**” has the meaning given to it in the Amended Claims Procedure Order;

“Amended Claims Procedure Order” means the Amended Claims Procedure Order dated November 16, 2015, approving and implementing the claims procedure in respect of the CCAA Parties and the Directors and Officers (including all schedules and appendices thereof);

“Applicable Law” means any law (including any principle of civil law, common law or equity), statute, order, decree, judgment, rule, regulation, ordinance, or other pronouncement having the effect of law, whether in Canada or any other country or any domestic or foreign province, state, city, county or other political subdivision;

“Amended and Restated Meetings Order” means the Court Order to be made which, among other things, amends and restates the Original Meetings Order and sets the time, date and location of the Meetings and establishes meeting procedures for the Meetings, as such Court Order may be further amended, restated, supplemented or varied from time to time by subsequent Court Order;

“Arnaud” means Arnaud Railway Company;

“BIA” means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;

“BL Directors’ Charge” means the charge over the BL Property of the BL Parties created by paragraph 31 of the Bloom Lake Initial Order, and having the priority provided in paragraphs 46 and 47 of such Order in the amount of Cdn.\$2.5 million, as such amount may be reduced from time to time by further Court Order;

“BLGP” means Bloom Lake General Partner Limited;

“BLLP” means The Bloom Lake Iron Ore Mine Limited Partnership;

“Bloom Lake CCAA Parties” means, collectively, BLGP, Quinto, 8568391, CQIM, BLLP, and BLRC;

“BL Parties” means BLGP and BLLP;

“BL Property” means all current and future assets, rights, undertakings and properties of the Bloom Lake CCAA Parties, of every nature and kind whatsoever, and wherever situate, including all Cash or other proceeds thereof;

“BLRC” means Bloom Lake Railway Company Limited;

“BL/Wabush Released Party” means each of the CCAA Parties and their respective Directors, Officers, Employees, advisors, legal counsel and agents (being referred to individually);

“Business” means the direct and indirect operations and activities formerly carried on by the CCAA Parties;

“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);

“CCAA” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;

“CCAA Charges” means the Administration Charge and the Directors’ Charge;

“CCAA Parties” means the Wabush CCAA Parties, together with the Bloom Lake CCAA Parties, and **“CCAA Party”** means any one of the CCAA Parties;

“CCAA Party Pre-Filing Interco Claims” means Claims of the Participating CCAA Parties against other Participating CCAA Parties as set out in Schedule “D” to the Plan;

“CCAA Proceedings” means the proceedings commenced pursuant to the CCAA by a Court Order issued on January 27, 2015, bearing Court File No. 500-11-048114-157;

“Chair” has the meaning ascribed thereto in Paragraph 30 of this Order;

“Claim” means:

- (a) any right or claim of any Person that may be asserted or made in whole or in part against the Participating CCAA Parties (or any of them) or, in the case of Section 10.1(a) of the Plan, the CCAA Parties (or any of them), whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on, an event, fact, act or omission which occurred in whole or in part prior to the applicable Filing Date, at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of contract, lease or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any breach of extra-contractual obligation, any right of ownership of or title to property, employment, contract or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against any of the Participating CCAA Parties (or in the case of Section 10.1(a) of the Plan, 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, unmetered, disputed, legal, equitable, secured (by guarantee, surety or otherwise), unsecured, present, future, known or unknown, and whether or not any such right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable under the BIA had the Participating CCAA Parties (or any one of them), or in the case of Section 10.1(a) of the Plan, the CCAA Parties (or any of them), become bankrupt on the applicable Filing 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;
- (b) a D&O Claim; and
- (c) a Restructuring Claim,

“Claims Bar Date” means as provided for in the Amended Claims Procedure Order: (a) in respect of a Claim or D&O Claim, 5:00 p.m. on December 18, 2015, or such other date as may be ordered by the Court; and (b) in respect of a Restructuring Claim, the later of (i) 5:00 p.m. on December 18, 2015 (ii) 5:00 p.m. on the day that is 21 days after either (A) the date that the

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

"Claims Officer" means the individual or individuals appointed by the Monitor pursuant to the Amended Claims Procedure Order;

"Construction Lien Claim" means a Claim asserting a Lien over real property of a Participating CCAA Party in respect of goods or services provided to such Participating CCAA Party that improved such real property;

"Court" means the Québec Superior Court of Justice (Commercial Division) or any appellate court seized with jurisdiction in the CCAA Proceedings, as the case may be;

"Court Order" means any order of the Court;

"CQIM" means Cliffs Québec Iron Mining ULC;

"CQIM/Quinto Parties" means CQIM and Quinto together;

"CQIM/Quinto Unsecured Creditor Cash Pool" means the Unsecured Creditor Cash Pool allocated to the CQIM/Quinto Parties from time to time for distributions to Affected Unsecured Creditors of the CQIM/Quinto Parties with Proven Affected Unsecured Claims under the Plan, prior to any Unsecured Creditor Cash Pool Adjustments;

"Creditor" means any Person having a Claim, but only with respect to and to the extent of such Claim, including the transferee or assignee of a transferred Claim that is recognized as a Creditor in accordance with the Amended Claims Procedure Order, the Plan and the Amended and Restated Meetings Order, or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;

"Creditor Letter" has the meaning ascribed thereto at Paragraph 3.2 of this Order;

"D&O Bar Date" means 5:00 p.m. (prevailing Eastern Time) on December 18, 2015, or such other date as may be ordered by the Court;

"D&O Claim" means any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising on or before the D&O Bar Date, 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 any one of the Directors' Charges;

"Deficiency Claim" means, in respect of a Secured Creditor holding a Proven Secured Claim, the amount by which such Secured Claim exceeds the Allocated Value of the Property secured by its Lien, and for greater certainty, includes, as applicable, the deficiency Claim, if any, of the Non-Filed Affiliate Secured Interco Claims;

"Director" means anyone who is or was or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director or *de facto* director of any of the Participating CCAA Parties, in such capacity;

“Directors’ Charges” means, collectively, the BL Directors’ Charge and the Wabush Directors’ Charge;

“Distribution Date” means the date of any Plan Distribution made by the Monitor, on behalf of a Participating CCAA Party;

“Eligible Voting Creditors” means, subject to Section 4.2(b) of the Plan, Affected Unsecured Creditors holding Voting Claims or Unresolved Voting Claims;

“Employee” means a former employee of a Participating CCAA Party other than a Director or Officer;

“Employee Creditor Letters” has the meaning ascribed thereto at Paragraph 3.3 of this Order;

“Employee Creditors” has the meaning ascribed thereto at Paragraph 3.4 of this Order;

“Employee Priority Claims” means, in respect of a Participating CCAA Party, the following claims of Employees of such Participating CCAA Party:

- (a) claims equal to the amounts that such Employees would have been qualified to receive under paragraph 136(1)(d) of the BIA if the Participating CCAA Party had become bankrupt on the Plan Sanction Date, which for greater certainty, excludes any OPEB, pension contribution, and termination and severance entitlements;
- (b) claims for wages, salaries, commissions or compensation for services rendered by such Employees after the applicable Filing Date and on or before the Plan Implementation Date together with, in the case of travelling salespersons, disbursements properly incurred by them in and about the Business during the same period, which for greater certainty, excludes any OPEB, pension contribution, and termination and severance entitlements; and
- (c) any amounts in excess of (a) and (b), that the Employees may have been entitled to receive pursuant to the *Wage Earner Protection Program Act* (Canada) if such Participating CCAA Party had become a bankrupt on the Plan Sanction Date, which for greater certainty, excludes OPEB and pension contributions;

“Excluded Claim” means, subject to further Court Order, any right or claim of any Person that may be asserted or made in whole or in part against the Participating CCAA Parties (or any one of them) in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the applicable Filing Date (other than Restructuring Claims and D&O Claims), and any interest thereon, including any obligation of the Participating 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 Participating CCAA Parties on or after the applicable Filing 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 applicable Filing Date, and:

- (a) any claim secured by any CCAA Charge;

- (b) any claim with respect to fees and disbursements incurred by counsel for any CCAA Party, Director, the Monitor, Claims Officer, any financial advisor retained by any of the foregoing, or Representatives' Counsel as approved by the Court to the extent required;

"Fermont Allocation Appeal" means the appeal by Ville de Fermont of the judgment of the Court in the CCAA Proceedings approving the Allocation Methodology dated July 25, 2017 under Court File Number 500-09-027026-178;

"Filing Date" means January 27, 2015 for the Bloom Lake CCAA Parties, and May 20, 2015 for the Wabush CCAA Parties;

"Final Determination" and **"Finally Determined"** as pertains to a Claim, matter or issue, means either:

- (a) in respect of a Claim, such Claim has been finally determined as provided for in the Amended Claims Procedure Order;
- (b) there has been a Final Order in respect of the matter or issue; or
- (c) there has been an agreed settlement of the issue or matter by the relevant parties, which settlement has been approved by a Final Order, as may be required, or as determined by the Monitor, in consultation with the Participating CCAA Parties, to be approved by the Court;

"Final Order" means a Court Order, which has not been reversed, modified or vacated, and is not subject to any stay or appeal, and for which any and all applicable appeal periods have expired;

"Governmental Authority" means any government, including any federal, provincial, territorial or municipal government, and any government department, body, ministry, agency, tribunal, commission, board, court, bureau or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government including without limitation any Taxing Authority;

"Government Priority Claims" means all claims of Governmental Authorities that are described in section 6(3) of the CCAA;

"Hourly Pension Plan" means the defined benefit plan known as the Pension Plan for Bargaining Unit Employees of Wabush Mines, Cliffs Mining Company, Managing Agent, Arnaud Railway Company and Wabush Lake Railway Company Limited (Canada Revenue Agency registration number 0555201);

"Initial Order" means, collectively, in respect of the Bloom Lake CCAA Parties, the Bloom Lake Initial Order, and in respect of the Wabush CCAA Parties, the Wabush Initial Order;

"Irrevocable Payment Direction" means an irrevocable direction delivered to the Monitor and the Participating CCAA Parties by (a) the Parent and the applicable Non-Filed Affiliates respecting (i) the payment of the Non-Filed Affiliate Secured Payments to the applicable Non-Filed Affiliates, (ii) the distribution of the Non-Filed Affiliate Plan Distributions to the applicable Non-Filed Affiliates, (iii) the contribution by the applicable Non-Filed Affiliates of the Non-Filed

Affiliate Distribution/Payment Contribution to the CQIM/Quinto Unsecured Creditor Cash Pool, and (iv) the contribution of the Non-Filed Affiliate Distribution Pension Contribution to the Pension Cash Pools by the applicable Non-Filed Affiliates, and (b) the Parent and, as applicable, certain other Non-Filed Affiliates, in respect of its/their Non-Filed Affiliate Cash Contribution to the Pension Cash Pools, in the case of clause (a) and (b) above, each in accordance with the Plan and directly or indirectly through one or more Non-Filed Affiliates and/or Participating CCAA Parties as may be specified in such direction;

“**Lien**” means any lien, mortgage, charge, security interest, hypothec or deemed trust, arising pursuant to contract, statute or Applicable Law;

“**Meeting Materials**” has the meaning ascribed thereto at Paragraph 8 of this Order;

“**Meetings**” means the meetings of Affected Unsecured Creditors in the Unsecured Creditor Classes in respect of each Participating CCAA Party called for the purposes of considering and voting in respect of the Plan, which has been set by the Amended and Restated Meetings Order to take place at the times, dates and locations as set out in the Amended and Restated Meetings Order;

“**Monitor**” means FTI Consulting Canada Inc., in its capacity as Monitor of the CCAA Parties and not in its personal or corporate capacity;

“**Monitor’s Report Regarding the Meetings**” has the meaning ascribed thereto at Paragraph 43 of this Order;

“**Motion**” has the meaning ascribed thereto in the Recitals of this Order;

“**Newfoundland Reference Proceedings**” means the reference proceeding commenced in the Newfoundland Court of Appeal in respect of the Pension Claims as Docket No. 201701H0029, as appealed to the Supreme Court of Canada, with regards to the interpretation of the *Pension Benefits Act* (Newfoundland and Labrador) and the applicable pension legislation to members and beneficiaries of the Wabush Pension Plans;

“**Non-Filed Affiliates**” means the Parent, its former and current direct and indirect subsidiaries and its current and former Affiliates who are not petitioners or mises-en-cause in the CCAA Proceedings, and for greater certainty does not include any CCAA Party but does include any subsidiary of a CCAA Party;

“**Non-Filed Affiliate Cash Contribution**” means an aggregate Cdn.\$19 million cash contribution to be made (or cause to be made) by the Parent individually, or in connection with the other Non-Filed Affiliates to the Pension Cash Pool in accordance with Section 2.4(c) of the Plan;

“**Non-Filed Affiliate Distribution Pension Contribution**” means the contribution to be made (or cause to be made) by each Non-Filed Affiliate who receives (i) a Non-Filed Affiliate Secured Payment pursuant to Section 7.1(a) of the Plan and/or (ii) a Non-Filed Affiliate Plan Distribution pursuant to Section 7.1(b) of the Plan in accordance with the Irrevocable Payment Direction and section 7.1(d) of the Plan which shall be included in the amount to be distributed to the Wabush Pension Plans;

“Non-Filed Affiliate Interco Claims” means, collectively, the Non-Filed Affiliate Unsecured Interco Claims and the Non-Filed Affiliate Secured Interco Claims;

“Non-Filed Affiliate Plan Distributions” means the payment of the Non-Filed Affiliate Secured Payments to be made by the Monitor on behalf of the Participating CCAA Parties to the Non-Filed Affiliates holding Non-Filed Affiliate Secured Interco Claims, net of any amount required to be withheld in accordance with Section 7.2(b) of the Plan;

“Non-Filed Affiliate Secured Interco Claims” means, collectively, (a) the CNR Key Bank Claims and (b) the CMC Secured Claims, in each case only to the extent of the Allocated Value of the Property securing such Claims as set out in the Schedule “C” to the Plan and to the extent not a Deficiency Claim;

“Non-Filed Affiliate Distribution/Payment Contribution” means, collectively, the contributions the Parent and the other Non-Filed Affiliates with Non-Filed Affiliate Unsecured Interco Claims and/or Non-Filed Affiliate Secured Interco Claims shall contribute (or cause to be contributed) to the CQIM/Quinto Unsecured Creditor Cash Pool as follows: (i) all Non-Filed Affiliate Plan Distributions distributed to them by the Monitor (net of the portion, if any, of the Non-Filed Affiliate Distribution Pension Contribution to the Pension Cash Pools contributed from the Non-Filed Affiliate Plan Distributions in accordance with the Irrevocable Payment Direction), on behalf of the Participating CCAA Parties, pursuant to Section 5.1(a) of the Plan, and (ii) all Non-Filed Affiliate Secured Payments paid to them by the Monitor (net of (X) any amounts required to be withheld and remitted pursuant to Section 7.2(b) and (Y) the portion, if any, of the Non-Filed Affiliate Distribution Pension Contribution to the Pension Cash Pools contributed from the Non-Filed Affiliate Secured Payments in accordance with the Irrevocable Payment Direction), on behalf of the Participating CCAA Parties, pursuant to Section 5.4(a) of the Plan;

“Non-Filed Affiliate Secured Payment” means the payment of the Allocated Value applicable to Proven Non-Filed Affiliate Secured Interco Claims of Non-Filed Affiliates who hold Non-Filed Affiliate Secured Interco Claims against a Participating CCAA Party shall receive, to the extent not previously paid, from such Participating CCAA Party in accordance with Section 7.1(a) of the Plan and **“Non-Filed Affiliate Secured Payments”** means the aggregate of all of them;

“Non-Filed Affiliate Unsecured Interco Claims” means all Claims filed in the CCAA Proceedings by a Non-Filed Affiliate determined in accordance with the Plan (other than Non-Filed Affiliate Secured Claims) as set out in the Schedule “B” to the Plan, and for greater certainty, includes any Deficiency Claims held by a Non-Filed Affiliate;

“Notice of Allowance” has the meaning given to it in the Amended Claims Procedure Order;

“Notice of Creditor’s Meeting and Sanction Hearing” has the meaning ascribed thereto in Paragraph 3.6 of this Order;

“Notice of Disclaimer or Resiliation” means a written notice issued, either pursuant to the provisions of an agreement, under section 32 of the CCAA or otherwise, on or after the applicable Filing Date of the Participating CCAA Parties, and copied to the Monitor, advising a Person of the restructuring, disclaimer, resiliation, suspension or termination of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such restructuring, disclaimer, resiliation, suspension or termination took place or takes place before or after the date of the Amended Claims Procedure Order;

“Notice of Dispute” has the meaning given to it in the Amended Claims Procedure Order;

“Notice of Revision or Disallowance” has the meaning given to it in the Amended Claims Procedure Order;

“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 or *de facto* officer of any of the Participating CCAA Parties;

“Original Meetings Order” means the Order of the Court dated April 20, 2018 *inter alia* accepting the filing of a Joint Plan of Compromise and Arrangement dated April 16, 2018;

“Parent” means Cleveland-Cliffs Inc.;

“Participating CCAA Parties” means the CCAA Parties, other than 8568391 and BLRC, and **“Participating CCAA Party”** means any of the Participating CCAA Parties;

“Pension Cash Pools” means, collectively, the Arnaud Pension Cash Pool and the Wabush Pension Cash Pool, and a **“Pension Cash Pool”** means either the Arnaud Pension Cash Pool or the Wabush Pension Cash Pool;

“Pension Claims” means Claims with respect to the administration, funding or termination of the Wabush Pension Plans, including any Claim for unpaid normal cost payments, or special/amortization payments or any wind up deficiency and **“Pension Claim”** means any one of them;

“Pension Plan Administrator” means Morneau Shepell Ltd., the Plan Administrator of the Wabush Pension Plans, or any replacement thereof;

“Pension Priority Decision” means the decision of Mr. Justice Hamilton dated September 11, 2017;

“Pension Priority Proceedings” means (a) the Québec Pension Proceedings, and (b) the Newfoundland Reference Proceedings;

“Person” means any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust (including a real estate investment trust), unincorporated organization, joint venture, government or any agency or instrumentality thereof or any other entity;

“Petitioners” means the CCAA Parties;

“Plan” means the joint plan of compromise and arrangement under the CCAA dated May 16, 2018, including the Schedules thereto, as amended, supplemented or replaced from time to time;

“Plan Distributions” means, from time to time, distributions made under this Plan to Affected Unsecured Creditors in accordance with Article 7 of the Plan;

“Plan Implementation Date” means the Business Day on which all of the conditions precedent to the implementation of the Plan have been fulfilled, or, to the extent permitted pursuant to the

terms and conditions of the Plan, waived, as evidenced by the Monitor's Plan Implementation Date Certificate to be filed with the Court;

"Plan Implementation Date Certificate" means the certificate substantially in the form to be attached to the Sanction Order to be filed by the Monitor with the Court, declaring that all of the conditions precedent to implementation of the Plan have been satisfied or waived;

"Plan Modification" has the meaning ascribed thereto in Paragraph 5 of this Order;

"Plan Sanction Date" means the date that the Sanction Order issued by the Court;

"Plan Sponsors" means the Parent and all other Non-Filed Affiliates;

"Priority Claims" means, collectively, the (a) Employee Priority Claim; and (b) Government Priority Claims;

"Proof of Claim" means the proof of claim form that was required to be completed by a Creditor setting forth its applicable Claim and filed by the Claims Bar Date, pursuant to the Amended Claims Procedure Order;

"Property" means, collectively, the BL Property and the Wabush Property;

"Proxy" has the meaning ascribed thereto in Paragraph 3.7 of this Order;

"Proxy Deadline" has the meaning ascribed thereto in Paragraph 20 of this Order;

"Proven Claim" means (a) a Claim of a Creditor, Finally Determined as an Allowed Claim for voting, distribution and payment purposes under the Plan, (b) in the case of the Participating CCAA Parties in respect of their CCAA Party Pre-Filing Interco Claims, and in the case of the Non-Filed Affiliates in respect of their Non-Filed Affiliate Unsecured Interco Claims and Non-Filed Affiliate Secured Interco Claims, as such Claims are declared, solely for the purposes of the Plan, to be Proven Claims pursuant to and in the amounts set out in the Amended and Restated Meetings Order, and (c) in the case of Employee Priority Claims and Government Priority Claims, as Finally Determined to be a valid post-Filing Date claim against a Participating CCAA Party;

"Proven Secured Claim" means a Secured Claim that is a Proven Claim;

"Québec Pension Proceedings" means the motion for advice and directions of the Monitor dated September 20, 2016 in respect of priority arguments asserted pursuant to the *Pension Benefits Act* (Newfoundland and Labrador), the *Pension Benefits Standards Act* (Canada) and the *Supplemental Pension Plans Act* (Québec) in connection with the claims arising from any failure of the Wabush CCAA Parties to make certain normal course payments or special payments under the Wabush Pension Plans and for the wind-up deficit under the Wabush Pension Plans currently subject to an appeal of the Pension Priority Decision;

"Quinto" means Quinto Mining Corporation;

"Representative Court Order" means the Court Order dated June 22, 2015, as such order may be amended, supplemented, restated or rectified from time to time;

“Required Majority” means, with respect to each Unsecured Creditor Class, a majority in number of Affected Unsecured Creditors who represent at least two-thirds in value of the Claims of Affected Unsecured Creditors who actually vote approving the Plan (in person, by proxy or by ballot) at the Meeting;

“Resolution” has the meaning ascribed thereto in Paragraph 3.8 of this Order;

“Restructuring Claim” means any right or claim of any Person against the Participating CCAA Parties (or any one of them) in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the Participating CCAA Parties (or any one of them) to such Person, arising out of the restructuring, disclaimer, resiliation, termination or breach or suspension, on or after the applicable Filing Date, of any contract, employment agreement, lease or other agreement or arrangement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of the Amended Claims Procedure Order, and, for greater certainty, includes any right or claim of an Employee of any of the Participating CCAA Parties arising from a termination of its employment after the applicable Filing Date, *provided, however*, that **“Restructuring Claim”** shall not include an Excluded Claim;

“Salaried Members” means, collectively, all salaried/non-USW Employees and retirees of the Wabush CCAA Parties or any person claiming an interest under or on behalf of such former employees or pensioners and surviving spouses, or group or class of them (excluding any individual who opted out of representation by the Salaried Members Representatives and Salaried Representative Counsel in accordance with the Representative Court Order, if any);

“Salaried Members Representatives” means Michael Keeper, Terence Watt, Damien Lebel and Neil Johnson, in their capacity as Court-appointed representatives of all the Salaried Members of the Wabush CCAA Parties, the whole pursuant to and subject to the terms of the Representative Court Order;

“Salaried Members Representative Counsel” means Koskie Minsky LLP and Fishman Flanz Meland Paquin LLP, in their capacity as legal counsel to the Salaried Members Representatives, or any replacement thereof;

“Salaried Pension Plan” means the defined benefit plan known as the Contributory Pension Plan for Salaried Employees of Wabush Mines, Cliffs Mining Company, Managing Agent, Arnaud Railway Company and Wabush Lake Railway Company, Limited (Canada Revenue Agency registration number 0343558);

“Sanction Hearing” means the hearing of the Sanction Motion;

“Sanction Motion” means the motion by the Participating CCAA Parties seeking the Sanction Order;

“Sanction Order” means the Court Order to be sought by the Participating CCAA Parties from the Court as contemplated under the Plan which, *inter alia*, approves and sanctions the Plan and the transactions contemplated thereunder, pursuant to Section 6(1) of the CCAA, substantially in the form of Schedule “E” to the Plan or otherwise in form and content acceptable to the Participating CCAA Parties, the Monitor and the Parent, in each case, acting reasonably;

“Secured Claims” means Claims held by “secured creditors” as defined in the CCAA, including Construction Lien Claims, to the extent of the Allocated Value of the Property securing such Claim, with the balance of the Claim being a Deficiency Claim, and amounts subject to section 6(6) of the CCAA;

“Secured Creditors” means Creditors holding Secured Claims;

“Service List” means the service list in the CCAA Proceedings;

“Tax” and **“Taxes”** means any and all taxes including all income, sales, use, goods and services, harmonized sales, value added, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise, real property, and personal property taxes and other taxes, customs, duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax, including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance payments and workers’ compensation premiums, together with any instalments with respect thereto, and any interest, penalties, fines, fees, other charges and additions with respect thereto;

“Tax Claims” means any Claim against the Participating CCAA Parties (or any one of them) for any Taxes in respect of any taxation year or period ending on or prior to the applicable Filing Date, and in any case where a taxation year or period commences on or prior to the applicable Filing Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the applicable Filing Date and up to and including the applicable Filing Date. For greater certainty, a Tax Claim shall include, without limitation, (a) any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto, and (b) any Claims against any BL/Wabush Released Party in respect of such Taxes;

“Taxing Authorities” means Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, any municipality of Canada, the Canada Revenue Agency, the Canada Border Services Agency, any similar revenue or taxing authority of Canada and each and every province or territory of Canada (including Revenu Québec) and any political subdivision thereof and any Canadian or foreign government, regulatory authority, government department, agency, commission, bureau, minister, court, tribunal or body or regulation making entity exercising taxing authority or power, and **“Taxing Authority”** means any one of the Taxing Authorities;

“Unaffected Claims” means:

- (a) Excluded Claims;
- (b) Secured Claims provided; however, that the Non-Filed Affiliate Secured Payments will be included in the Non-Filed Affiliate Distribution/Payment Contribution;
- (c) amounts payable under sections 6(3), 6(5) and 6(6) of the CCAA;
- (d) Priority Claims; and
- (e) D&O Claims that are not permitted to be compromised under section 5.1(2) of the CCAA;

“Unresolved Affected Unsecured Claim” means an Affected Unsecured Claim that is an Unresolved Claim;

“Unresolved Claim” means a Claim, which at the relevant time, in whole or in part: (a) has not been Finally Determined to be a Proven Claim in accordance with the Amended Claims Procedure Order and this Plan; (b) is validly disputed in accordance with the Amended Claims Procedure Order; and/or (c) remains subject to review and for which a Notice of Allowance or Notice of Revision or Disallowance (each as defined in the Amended Claims Procedure Order) has not been issued to the Creditor in accordance with the Amended Claims Procedure Order as at the date of this Plan, in each of the foregoing clauses, including both as to proof and/or quantum, and for greater certainty includes a Non-Filed Affiliate Interco Claim or CCAA Party Pre-Filing Interco Claim in respect of the Wabush CCAA Parties prior to the Final Determination of the Pension Priority Proceedings;

“Unresolved Voting Claim” means the amount of the Unresolved Affected Unsecured Claim of an Affected Unsecured Creditor as determined in accordance with the terms of the Amended Claims Procedure Order entitling such Affected Unsecured Creditor to vote at the applicable Meeting in accordance with the provisions of the Meetings Order, the Plan and the CCAA;

“Unsecured Claim” means a Claim that is not secured by any Lien;

“Unsecured Creditor Cash Pool” means in respect of a Participating CCAA Party, the Available Cash of such Participating CCAA Party available for distribution to the Affected Unsecured Creditors of such Participating CCAA Party with Proven Affected General Unsecured Claims under the Plan, calculated on the Distribution Date immediately prior to the distribution of the Plan Distributions pursuant to Section 7.1(b) of the Plan, prior to any Unsecured Creditor Cash Pool Adjustment, and for greater certainty does not include either of the Pension Cash Pools, and **“Unsecured Creditor Cash Pool”** means more than one Unsecured Creditor Cash Pools;

“Unsecured Creditor Cash Pool Adjustments” means, with respect to an Unsecured Creditor Cash Pool, the adjustments to such Unsecured Creditor Cash Pool as applied in the order set out in Sections 7.1(a) to 7.1(j) of the Plan;

“Unsecured Creditor Class” means each of the CQIM/Quinto Unsecured Creditor Class, BL Parties Unsecured Creditor Class, Wabush Mines Unsecured Creditor Class, Wabush Pension Claims Class, Arnaud Unsecured Creditor Class and Arnaud Pension Claims Class;

“USW Counsel” means Philion Leblanc Beaudry avocats, in their capacity as legal counsel to the United Steelworkers, Locals 6254, 6285 and 9996;

“USW Members” means any Employee or retiree who is or was a member of the United Steelworkers, locals 6254, 6285 or 9996, including any successor of such Employees or retirees;

“Voting Claim” means the amount of the Affected Unsecured Claim of an Affected Unsecured Creditor as Finally Determined in the manner set out in the Amended Claims Procedure Order entitling such Affected Unsecured Creditor to vote at the applicable Meeting in accordance with the provisions of the Meetings Order, the Plan and the CCAA;

“Wabush CCAA Parties” means, collectively, Wabush Iron, Wabush Resources, Wabush Mines, Arnaud and Wabush Railway;

“Wabush Directors’ Charge” means the charge over the Wabush Property created by paragraph 31 of the Wabush Initial Order, and having the priority provided in paragraphs 46 and 47 of such Court Order in the amount of Cdn.\$2 million, as such amount may be reduced from time to time by further Court Order;

“Wabush Iron” means Wabush Iron Co. Limited;

“Wabush Property” means all current and future assets, rights, undertakings and properties of the Wabush CCAA Parties, of every nature and kind whatsoever, and wherever situate, including all Cash or other proceeds thereof;

“Wabush Mines Parties” means collectively, Wabush Iron, Wabush Resources and Wabush Mines;

“Wabush Pension Plans” means, collectively, the Salaried Pension Plan and the Hourly Pension Plan;

“Wabush Resources” means Wabush Resources Inc.;

“Website” means www.cfcanada.fticonsulting.com/bloomlake.

[LETTERHEAD OF MONITOR]

May , 2018

TO: Creditors of Cliffs Québec Iron Mining ULC (“**CQIM**”), Bloom Lake General Partner Limited (“**BLGP**”), The Bloom Lake Iron Ore Mine Limited Partnership (“**BLLP**”) and Quinto Mining Corporation (“**Quinto**” and, together with CQIM, BLGP and BLLP, the “**Participating BL CCAA Parties**”) and Wabush Iron Co. Limited (“**WICL**”), Wabush Resources Inc. (“**WRI**”), Wabush Mines (“**Wabush Mines**”) and Arnaud Railway Company (“**Arnaud**” and, together with WICL, WRI and Wabush Mines, the “**Participating Wabush CCAA Parties**” and, together with the Participating BL CCAA Parties, as certain of them may be consolidated under the Plan (as defined below), the “**Participating CCAA Parties**”).

Dear Sirs/Mesdames:

Proposed Amended and Restated Joint Plan of Compromise and Arrangement of the Participating CCAA Parties

Please find attached the Amended and Restated Joint Plan of Compromise and Arrangement (as may be further amended, restated or supplemented from time to time in accordance with the provisions thereof, the “**Plan**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) as accepted for filing by the Participating CCAA Parties with the Quebec Superior Court on May 18, 2018. Capitalized terms used in this letter not otherwise defined are as defined in Schedule “A” to the Plan.

The Plan seeks to implement the principal terms of a proposed settlement (the “**Settlement**”) between the Participating CCAA Parties and Cleveland-Cliffs Inc. (the “**Parent**”) and its former and current direct and indirect subsidiaries and affiliates (collectively with the Parent, the “**Non-Filed Affiliates**”) as negotiated by FTI Consulting Canada Inc., in its capacity as the independent court-appointed Monitor in the CCAA proceedings (the “**Monitor**”) and to distribute remaining assets of the Participating CCAA Parties to their creditors.

If the Plan is approved by the required majorities of creditors and sanctioned by the Court, the Plan will:

- resolve potential claims (collectively, the “**Potential Recovery Claims**”) against certain of the Non-Filed Affiliates, including claims related to the wind-up deficit in the Wabush Pension Plans, without the significant time and expense of litigation and of obtaining payment from defendants in multiple foreign jurisdictions, the whole with an uncertain outcome;
- resolve significant intercompany claims between the CCAA Parties and between the CCAA Parties and certain Non-Filed Affiliates without the significant time and expense that would otherwise be incurred;

- provide significant additional monetary recoveries to third-party creditors which would not be available absent successful litigation in respect of the Potential Recovery Claims; and
- accelerate the payment of interim distributions to third-party creditors through the resolution of priority claims asserted in connection with the unpaid normal and special costs, and the wind-up deficit in the Wabush Pension Plans.

Pursuant to the Settlement, the Non-Filed Affiliates have agreed to sponsor the Plan by contributing the following to the Participating CCAA Parties' estates for the benefit of Third Party Affected Unsecured Creditors with Proven Claims:

- (a) a cash contribution of CDN\$19 million, of which CDN\$9.5 million will be contributed to the Wabush Pension Cash Pool and CDN\$9.5 million will be contributed to the Arnaud Pension Cash Pool; and
- (b) all of the secured and unsecured distributions to which certain Non-Filed Affiliates would otherwise be entitled, of which CDN\$3 million will be contributed to the Wabush Pension Cash Pool, CDN\$3 million will be contributed to the Arnaud Pension Cash Pool and the balance will be contributed to the CQIM/Quinto Parties (such Non-Filed Affiliates, being the "**Designated Non-Filed Affiliates**").

While the value of the distributions to be contributed by the Designated Non-Filed Affiliates cannot be calculated with certainty at this time because of various outstanding issues in the CCAA Proceedings, the Monitor estimates that the total amount to be contributed by the Designated Non-Filed Affiliates in the event that the Plan is implemented would be in the range of approximately CDN\$91 million to CDN\$100 million.

The Plan is a single joint Plan that will be subject to approval by each of the Unsecured Creditor Classes, which are:

- (a) CQIM/Quinto Unsecured Creditor Class: Affected Unsecured Creditors of CQIM or Quinto;
- (b) BL Parties Unsecured Creditor Class: Affected Unsecured Creditors of BLGP or BLLP;
- (c) Wabush Mines Parties Unsecured Creditor Class: Affected Unsecured Creditors of WICL, WRI or Wabush Mines (collectively, the "**Wabush Mines Parties**") other than creditors holding Pension Claims;
- (d) Arnaud Unsecured Creditor Class: Affected Unsecured Creditors of Arnaud other than creditors holding Pension Claims;
- (e) Wabush Pension Claims Class: Affected Unsecured Creditors of the Wabush Mines Parties that hold Pension Claims; and
- (f) Arnaud Pension Claims Class: Affected Unsecured Creditors of Arnaud that hold Pension Claims.

Third Party Affected Unsecured Creditors in each class will be entitled to vote the amount of their Claim proven in accordance with the Claims Procedure Order. To the extent that a Claim or any part of a Claim remains unresolved, the Affected Unsecured Creditor will also be able to

vote its Unresolved Claim and such vote shall be tabulated separately from the votes of Affected Unsecured Creditors with Proven Claims.

Distributions on account of Proven Claims of Affected Unsecured Creditors in each Unsecured Creditor Class, other than the Wabush Pension Claims Class and the Arnaud Pension Claims Class, will be based on the pro-rata share of the net amounts available in each estate from realizations as determined pursuant to the Allocation Methodology approved by the Court by an Order granted July 25, 2017 (as may be amended), as supplemented by the amounts being contributed by the Designated Non-Filed Affiliates, less any amount to be contributed to the Wabush Pension Claims Class and the Arnaud Pension Claims Class by the Designated Non-Filed Affiliates as well as the Wabush Mines Parties and Arnaud, as applicable. The methodology for calculating the distribution entitlement of individual Affected Unsecured Creditors is the same for each Unsecured Creditor Class, other than the Wabush Pension Claims Class and the Arnaud Pension Claims Class.

\$18 million will be distributed to each of the Salaried Pension Plan and the Hourly Pension Plan on account of the Pension Claims as soon as practicable after the Plan Implementation Date

The Plan provides for customary releases for the CCAA Parties and their respective Directors, Officers, Employees, advisors, legal counsel and agents, the Monitor, FTI and their respective current and former affiliates, directors, officers and employees and all of their respective advisors, legal counsel and agents, and the Non-Filed Affiliates and their respective current and former members, shareholders, directors, officers and employees, advisors, legal counsel and agents.

The information provided in this letter is intended to give a high-level overview to help you understand the Plan. You should note, however, that the governing document is the Plan. Accompanying this letter are the following important documents:

- The Plan;
- The Amended and Restated Meetings Order, granted May 18, 2018;
- A Notice of Creditors' Meetings and Sanction Hearing;
- A form of Proxy and instructions for its completion; and
- The Monitor's Report on the Plan.

You should read each of these documents carefully and in their entirety. You may wish to consult financial, tax or other professional advisors regarding the Plan and should not construe the contents of this letter as investment, legal or tax advice.

The Creditors' Meetings will be held on June 18, 2018 in Montreal, Quebec. Details of the Creditors' Meetings and the Sanction Hearing are contained in the Notice of Creditors' Meetings and Sanction Hearing.

Creditors that are corporations, partnerships or trusts wishing to vote on the Plan must submit a properly completed Proxy by no later than **5:00 p.m. (Eastern time) June 14, 2018** (the “**Proxy Deadline**”) appointing a proxy holder to attend and vote at the Creditors’ Meeting.

Creditors that are individuals wishing to vote on the Plan may (i) appoint a proxy holder to attend and vote at the Creditor’s Meeting by submitting a properly completed Proxy by no later than the Proxy Deadline; or (ii) vote in person at the Creditors’ Meeting.

As stated in the Monitor’s Report on the Plan, the Monitor recommends that Affected Unsecured Creditors vote FOR the Plan.

Pursuant to the Amended and Restated Meetings Order, Salaried Members Representative Counsel and USW Counsel have been appointed as proxy holder for the Salaried Members and the USW Members respectively, subject to the right of Salaried Members and USW Members to revoke such proxy. Accordingly, **Salaried Members and USW Members do not need to complete a Proxy** unless they wish to appoint someone other than Salaried Members Representative Counsel or USW Counsel as their proxy holder. Salaried Members Representative Counsel and USW Counsel will be voting their proxies **FOR** the Plan.

The Pension Administrator and the largest single creditor of the CCAA Parties have also confirmed that they will vote for the Plan. If you have any questions regarding the Plan, the vote, or matters with respect to the Creditors’ Meetings or Sanction Hearing, please contact the Monitor by email at bloomlake@fticonsulting.com or by telephone at 1-844-669-6338 or 416-649-8126.

Yours sincerely,

FTI Consulting Canada Inc., solely in its capacity as Court-Appointed
Monitor of the CCAA Parties

[LETTERHEAD OF MONITOR]

May , 2018

TO: Creditors of Cliffs Québec Iron Mining ULC (“**CQIM**”), Bloom Lake General Partner Limited (“**BLGP**”), The Bloom Lake Iron Ore Mine Limited Partnership (“**BLLP**”) and Quinto Mining Corporation (“**Quinto**” and, together with CQIM, BLGP and BLLP, the “**Participating BL CCAA Parties**”) and Wabush Iron Co. Limited (“**WICL**”), Wabush Resources Inc. (“**WRI**”), Wabush Mines (“**Wabush Mines**”) and Arnaud Railway Company (“**Arnaud**” and, together with WICL, WRI and Wabush Mines, the “**Participating Wabush CCAA Parties**” and, together with the Participating BL CCAA Parties, as certain of them may be consolidated under the Plan (as defined below), the “**Participating CCAA Parties**”) that are Salaried Members or USW Members.

Dear Sir/Madam:

Proposed Amended and Restated Joint Plan of Compromise and Arrangement of the Participating CCAA Parties

An Amended and Restated Joint Plan of Compromise and Arrangement (as may be further amended, restated or supplemented from time to time in accordance with the provisions thereof, the “**Plan**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) was accepted for filing with the Quebec Superior Court on May 18, 2018 by the Participating CCAA Parties.

The Plan seeks to implement the principal terms of a proposed settlement (the “**Settlement**”) between the Participating CCAA Parties and Cleveland-Cliffs Inc. (the “**Parent**”) and its former and current direct and indirect subsidiaries and affiliates (collectively with the Parent, the “**Non-Filed Affiliates**”) as negotiated by FTI Consulting Canada Inc., in its capacity as the independent court-appointed Monitor in the CCAA proceedings (the “**Monitor**”) and to distribute remaining assets of the Participating CCAA Parties to their creditors. The Plan also incorporates additional monies being contributed by the Non-Filed Affiliates to the Wabush Pension Plans in settlement of class action proceedings commenced by certain Salaried Members and USW Members.

If the Plan is approved by the required majorities of creditors and sanctioned by the Court, the Plan will:

- resolve potential claims (collectively, the “**Potential Recovery Claims**”) against certain of the Non-Filed Affiliates, including claims related to the wind-up deficit in the Wabush Pension Plans, without the significant time and expense of litigation and of obtaining payment from defendants in multiple foreign jurisdictions, the whole with an uncertain outcome;
- resolve significant intercompany claims between the CCAA Parties and between the CCAA Parties and certain Non-Filed Affiliates without the significant time and expense that would otherwise be incurred;

- provide significant additional monetary recoveries to third-party creditors which would not be available absent successful litigation in respect of the Potential Recovery Claims; and
- accelerate the payment of interim distributions to third-party creditors through the resolution of priority claims asserted in connection with the unpaid normal and special costs, and wind-up deficit in the Wabush Pension Plans.

Pursuant to the Settlement, the Non-Filed Affiliates have agreed to sponsor the Plan by contributing the following to the Participating CCAA Parties' estates and the Wabush Pension Plans for the benefit of Third Party Affected Unsecured Creditors with Proven Claims:

- (a) a cash contribution of CDN\$19 million, of which CDN\$9.5 million will be contributed to the Wabush Pension Cash Pool and CDN\$9.5 million will be contributed to the Arnaud Pension Cash Pool; and
- (b) all of the secured and unsecured distributions to which certain Non-Filed Affiliates would otherwise be entitled, of which CDN\$3 million will be contributed to the Wabush Pension Cash Pool, CDN\$3 million will be contributed to the Arnaud Pension Cash Pool and the balance will be contributed to the CQIM/Quinto Parties (such Non-Filed Affiliates, being the "**Designated Non-Filed Affiliates**").

While the value of the distributions to be contributed by the Designated Non-Filed Affiliates cannot be calculated with certainty at this time because of various outstanding issues in the CCAA Proceedings, the Monitor estimates that the total amount to be contributed by the Designated Non-Filed Affiliates in the event that the Plan is implemented would be in the range of approximately CDN\$91 million to CDN\$100 million.

\$18 million will be distributed to each of the Salaried Pension Plan and the Hourly Pension Plan on account of the Pension Claims as soon as practicable after the Plan Implementation Date. Distributions on account of Proven Claims of Affected Unsecured Creditors in each Unsecured Creditor Class, other than the Wabush Pension Claims Class and the Arnaud Pension Claims Class, will be based on the pro-rata share of the net amounts available in each estate from realizations as determined pursuant to the Allocation Methodology approved by the Court by an Order granted July 25, 2017 (as may be amended), as supplemented by the amounts being contributed by the Designated Non-Filed Affiliates, less any amount to be contributed to the Wabush Pension Claims Class and the Arnaud Pension Claims Class by the Designated Non-Filed Affiliates as well as the Wabush Mines Parties and Arnaud, as applicable. The methodology for calculating the distribution entitlement of individual Affected Unsecured Creditors is the same for each Unsecured Creditor Class, other than the Wabush Pension Claims Class and the Arnaud Pension Claims Class.

The Plan provides for customary releases for the CCAA Parties and their respective Directors, Officers, Employees, advisors, legal counsel and agents, the Monitor, FTI and their respective current and former affiliates, directors, officers and employees and all of their respective advisors, legal counsel and agents, and the Non-Filed Affiliates and their respective current and

former members, shareholders, directors, officers and employees, advisors, legal counsel and agents. This includes a release of the claims asserted by certain Salaried Members and USW Members in the Non-Filed Affiliate Employee Actions, which would be settled as part of the Plan.

The Plan, the Amended and Restated Meetings Order and the Monitor's Report on the Plan are available on the Monitor's Website at <http://cfcanada.fticonsulting.com/bloomlake>.

As stated in the Monitor's Report on the Plan, the Monitor recommends that Affected Unsecured Creditors vote **FOR** the Plan.

Pursuant to the Amended and Restated Meetings Order granted May 18, 2018, Representative Counsel and USW Counsel have been appointed as proxy holder for the Salaried Members and the USW Members respectively, subject to the right of Salaried Members and USW Members to revoke such proxy. Accordingly, **Salaried Members and USW Members do not need to complete a Proxy** unless they wish to appoint someone other than Salaried Members Representative Counsel or USW Counsel as their proxy holder. Salaried Members Representative Counsel and USW Counsel will be voting their proxies **FOR** the Plan. If you wish to revoke the proxy granted to Salaried Members Representative Counsel or USW Counsel on your behalf, you must inform the Monitor by email or otherwise in writing by no later than 5:00 p.m. (Montreal time) on June 14, 2018.

The Pension Administrator and the largest single creditor of the CCAA Parties have also confirmed that they will vote for the Plan.

The Creditors' Meetings will be held on June 18, 2018 in Montreal, Quebec. Details of the Creditors' Meetings and the Sanction Hearing are contained in the Notice of Creditors' Meetings and Sanction Hearing attached to this letter. However, **Salaried Members and USW Members do not need to attend the Creditors' Meetings if such parties have not revoked their proxy in favour of Salaried Members Representative Counsel or USW Counsel** as Representative Counsel and USW Counsel, as proxy holders, will attend on your behalf and will vote **FOR** the Plan.

If you have any questions regarding the Plan, the vote, or matters with respect to the Creditors' Meetings or Sanction Hearing, please contact one of the following:

Monitor - by email at bloomlake@fticonsulting.com or by telephone at 1-844-669-6338 or 416-649-8126;

Representative Counsel - by email at wabushrepcounsel@kmlaw.ca or by telephone at 1-800-965-6636; or

USW Counsel in Quebec - by email at nlapierre@metallos.ca or by telephone at 418-962-2041; USW in Newfoundland and Labrador - by email at mclark@usw.ca or by telephone at 902-664-4897.

Yours sincerely,

FTI Consulting Canada Inc., solely in its capacity as Court-Appointed
Monitor of the CCAA Parties

May ____, 2018

Andrew J. Hatnay
ahatnay@kmlaw.ca

Via Regular Mail

Dear Sir/Madam:

**Re: Wabush Mines et al.
Amended and Restated CCAA Plan of Compromise and Settlement**

Koskie Minsky LLP, along with the firm of Fishman Flanz Meland Paquin LLP (“**FFMP**”) are the co-Representative Counsel on behalf of the salaried employees and retirees of Wabush Mines (the “**Salaried Members**”).

We are writing to provide an update on recent important developments in the proceedings of Wabush Mines under the *Companies' Creditors Arrangement Act* (“**CCAA**”).

As you know, on May 20, 2015, the Wabush Mines companies were insolvent and filed for protection from their creditors under the CCAA. Wabush Mines joined the existing Bloom Lake CCAA proceeding that commenced in January, 2015. Since the outset of the CCAA proceedings, Wabush Mines has been liquidating all of its assets while under CCAA protection and is not restructuring.

In May 2017, given the uncertain recoveries for the Salaried Members in the CCAA proceeding, and the protracted proceedings, we filed a class action against Cleveland-Cliffs Inc. (formerly, Cliffs Natural Resources or “**CNR**”), Cliffs Mining Company (“**CMC**”), and their directors in respect of the amounts that are owing to the Salaried Pension Plan and the OPEB (other post-employment benefit) losses (the “**Class Action**”). The plaintiffs in the Class Action were the same Representatives appointed in the CCAA proceeding: Neil Johnson, Michael Keeper, Damien Lebel, and Terence Watt.

The Initial CCAA Plan of Compromise

Generally, a “Plan of Compromise” in a CCAA proceeding is an agreement reached between the company and its creditors for the treatment of creditors' claims for amounts owing to them by the company. For a CCAA Plan of Compromise to become a valid agreement, it must pass a vote by a required majority of creditors at a creditors meeting and if it passes that vote, then approved by the CCAA Court.

On April 13, 2018, the Bloom Lake CCAA Parties and the Wabush Mines CCAA Parties (the “**CCAA Parties**”) brought forward a motion to the court to file a Plan of Compromise (the

"**Initial CCAA Plan**"). The Initial CCAA Plan was a proposed deal struck between the CCAA Parties and certain other stakeholders to settle certain claims and provide for the distribution of certain estate cash to creditors in various amounts.

Along with the Initial CCAA Plan, the CCAA Parties also brought a motion for court approval to hold a creditors' meeting to vote on the Initial Plan. The requested order sought by the CCAA Parties and supported by the Monitor would have required each Salaried Member to individually vote on the CCAA Plan or submit a proxy form designating the Monitor or another individual to vote on their behalf.

We did not agree with the Initial CCAA Plan, which we believe did not provide sufficient guaranteed benefits for the Salaried Members, and also because we were not involved in any of the negotiations that led to the Initial CCAA Plan. We also objected to the concept that the individual voting of the Salaried Members would be required to vote at a creditors' meeting, rather than voting as a group through their Representative Counsel.

The CCAA Plan of Compromise Voting Issue

The issue of the procedure of voting for the employees and retirees was brought before the CCAA Judge at a contested hearing. Our Montreal co-Representative Counsel, Mark E. Meland of FFMP, argued that Representative Counsel should vote the claims of the employees and retirees to ensure that the votes of all of the Salaried Members would be counted and that our group would have greater ability to negotiate an improved Plan of Compromise.

On April 20, 2018, the CCAA Judge released his decision and granted Representative Counsel and USW a "deemed proxy" to vote the claims of the Salaried Members (and USW members). The CCAA Court also gave the parties one more month to discuss the Initial CCAA Plan and negotiate improvements to it.

Negotiations for an improved Plan of Compromise and the Settlement of the Class Action

During the last four weeks, our firm and FFMP have been engaged in discussions with the Wabush CCAA Parties and the Monitor for improvements to the Initial CCAA Plan as well as concurrent discussions with CNR for a settlement of the Class Action.

We are pleased to report that those negotiations have been successful and have resulted in two settlements. One is for improvements in an Amended Plan of Compromise (the "**Amended CCAA Plan**"). The second settlement is of the Class Action. We will provide further details of the Class Action settlement under separate cover.

As a result of both of these settlements, **a guaranteed total of \$18 million** will be paid to the fund of the Salaried Plan through the mechanisms of the Amended CCAA Plan. This will significantly improve the funded ratio of the Salaried Plan from 75% (at the wind-up date) to approximately 91%, which will translate into increases to your current monthly pensions.

The Amended and Restated Plan of Compromise

On May 18, 2018, the Court accepted the filing of the Amended CCAA Plan by the CCAA Parties reflecting the settlements that have been reached, and for authorization to hold meetings of creditors to vote on the Amended CCAA Plan. The creditors' meetings are currently scheduled for **June 18, 2018** in Montréal.

If the Amended CCAA Plan passes the required vote of creditors at the creditors' meetings, it must then be approved (known as being "sanctioned") by the CCAA Court as being fair and reasonable in order to become effective. The date of the approval hearing for the Amended CCAA Plan (also known as the "sanction" hearing) is currently scheduled for June 29, 2018 before the CCAA Court in Montréal.

We, FFMP and the Court-Appointed Representatives recommend that the Amended CCAA Plan be accepted. As explained below, we will be voting the deemed proxy we were granted by the CCAA court on behalf of all non-USW employees and retirees (discussed above) in favour of the Amended CCAA Plan.

If you wish to vote against the Amended CCAA Plan, you have the right to opt out of the deemed proxy. If you wish to opt out, you are required to send a written notice (email is sufficient) to the Monitor stating you wish to opt out by 5:00 p.m. Eastern Time on June 14, 2018.

Summary of the Amended CCAA Plan and payments for Salaried Members

The terms of the Amended CCAA Plan and the related agreements are complicated and involve the different Wabush and Bloom Lake companies, different classes of creditors and different payment streams. We summarize some of the terms that are relevant to the Salaried Members below.

a) Pension Settlement

Morneau Shepell, as the pension plan administrator (the "**Plan Administrator**") of the Salaried Plan and the Union Plan (collectively, the "**Pension Plans**"), filed claims for the amounts owing for both the Salaried Plan and USW Plan as at December 16, 2015, in the following amounts:

- Salaried Pension Plan wind-up deficit – \$27,341,000
- Union Pension Plan wind-up deficit – \$28,681,492

Under the Amended CCAA Plan, separate cash pools will be created exclusively for the Salaried and Union pension claims to ensure that the Pension Plans receive a guaranteed payment.

After the implementation of the Amended CCAA Plan, \$36 million will be paid directly to the Plan Administrator, reflecting the amounts of \$18 million for each of the Salaried Plan and the Union Plan. This means that approximately two-thirds of the Salaried Plan wind-up deficit will be recovered as a result of the guaranteed distribution of \$18 million provided for under the

Amended CCAA Plan, a result that we consider very favourable to pensioners in the circumstances.

b) OPEB Settlement

As noted above, in June 2015, the Wabush CCAA Parties terminated the payment of OPEBs payable to retirees. We filed claims on behalf of the Salaried Members for your OPEB losses against Wabush Mines in the CCAA proceedings. Under current law, an OPEB claim is an unsecured claim.

Pursuant to the settlement reached in the Amended CCAA Plan, OPEB and other claims for the Salaried Members will be allowed by the Monitor in the total claim amount of \$26,090,100.

Based on estimates provided by the Monitor, we expect that distributions on account of OPEB and other employee claims could be in the order of approximately \$2.3 million (subject to adjustment). This amount is subject to other elements that are still ongoing in the CCAA file, including potential future realizations and the resolution of non-employee claims and that are not in relation to ex-employees and that remain in dispute. The final amount of the distribution associated with OPEB and other employee claims will not be known with certainty for some time, but the Representatives are satisfied that this amount will be significantly larger than without the proposed Amended CCAA Plan. We will provide further information about the timing of distributions in respect of OPEB claims in the future as soon as more information is available.

c) Discontinuance of the Litigation

i. Appeal of the Pension Priority Motion before the Quebec Court of Appeal

At the outset of these CCAA proceedings, we asserted a priority claim in favour of the Salaried Plan members for the amounts owing by Wabush Mines to the Salaried Plan. This priority claim is based on the deemed trust priority provisions in section 32 of the Newfoundland and Labrador *Pension Benefits Act* ("NLPBA") and the 2013 decision of the Supreme Court of Canada in the case of *Indalex*.

In September, 2016, the Monitor filed a motion for directions with questions it sought to have the CCAA Court resolve relating to the NLPBA deemed trust priority claim. In September 2017, the CCAA Court released its decision and held, among other things, that the NLPBA deemed trust priority was not effective in these CCAA proceedings. We and other pension parties obtained leave to appeal the CCAA Court's decision to the Quebec Court of Appeal.

The appeal hearing is scheduled to be heard from June 11-13, 2018 but, as a result of the settlements that have been reached, this appeal will be discontinued under the Amended CCAA Plan.

ii. Monitor's appeal to the Supreme Court of Canada of the Newfoundland Reference Decision

On March 27, 2017, the government of Newfoundland & Labrador directed that a Reference be brought before the Newfoundland Court of Appeal for interpretations of the deemed trust provisions in section 32 of the NLPBA. We appeared before the Court of Appeal in September 2017 on the contested Reference hearing involving the Monitor, CCAA Parties, and other stakeholders.

On January 15, 2018, the Court of Appeal released its Reference decision and made two important interpretations which in our view are favourable to the Salaried Members:

- a) The deemed trusts in section 32 of the NLPBA extend to cover the entire wind-up deficit amount owing by the employer to the pension plan; and
- b) The pension plan administrator's "lien and charge" in section 32(4) of the NLPBA is a valid secured claim in favour of the pension plan administrator over the same amounts that are subject to the deemed trusts, and operates as a back-up remedy to the deemed trust for amounts owing by an employer to a pension plan.

The Monitor and the City of Sept-Iles appealed the Reference decision to the Supreme Court of Canada. The hearing of the appeal is scheduled to be heard on October 18, 2018. As a result of the settlements reached, the Supreme Court of Canada appeal will also be discontinued.

d) Releases to the CCAA Parties and their affiliates, including CNR, CMC, and their directors

Generally, a "release" in a CCAA Plan of Compromise operates to protect a party from exposure to liability. The Amended CCAA Plan provides for an extensive release for the benefit of the CCAA Parties, the parent companies (CNR and CMC) who are the defendants in the Class Action, their directors and officers, and certain other entities (collectively, the "**Released Parties**").

Once the Amended CCAA Plan is approved by the CCAA Court, this means that the Released Parties cannot be sued. The defendants in the Class Action will get those releases in exchange for their contributions to the settlement funds that are being paid to the Amended CCAA Plan.

The text of the Amended CCAA Plan and the related documents and agreements are posted on the Monitor's website, as well as our firm's website for Wabush Mines employees and retirees.

The creditor voting process on the Amended CCAA Plan

i) Voting in respect of the Pension Deficit Claim

As noted above, the current pension plan administrator of the Salaried Plan (and the Union Plan) is Morneau Shepell. Morneau Shepell, as the administrator, is entitled to one vote (as it is one creditor) in the amount of the wind-up deficit in respect of each pension plan. As required under

the settlements reached, Morneau Shepell is required to vote in favour of the Amended CCAA Plan.

ii) Voting in respect of the OPEB Claim

As noted above, Representative Counsel (our firm and FFMP) is deemed to be the proxy for all the Salaried Members, and is authorized to vote these claims on your behalf. **You are not required to attend the creditors' meeting in respect of your OPEB claims, nor do you have to complete any form to vote. We will be voting your claims in favour of the Amended CCAA Plan.**

However, if you have a claim for the loss of OPEBs and you wish to vote *against* the Amended CCAA Plan, you may attend the meeting in person to cast your vote against it. If you wish to vote against the Amended CCAA Plan but will not be attending the meeting in person, you may appoint a proxy other than Representative Counsel by notifying the Monitor in writing (including by email) by no later than 5:00 p.m. Eastern Time on Thursday, June 14, 2018. Please note however that our recommendation is that you vote FOR the Amended CCAA Plan.

Next Steps

Please check our firm's website frequently in order to keep informed about progress and important updates at: <http://kmlaw.ca/wabushrepcounsel>.

If you have any questions, please contact us at our toll-free hotline at 1-800-965-6636 or email us at wabushrepcounsel@kmlaw.ca.

Yours truly,

KOSKIE MINSKY LLP

FISHMAN FLANZ MELAND PAQUIN LLP

Andrew J. Hatnay
Co-Representative Counsel

Mark E. Meland
Co-Representative Counsel

AJH:vdl

cc. Client Committee

Me Daniel Boudreault
dboudreault@plba.ca

L'Honorable René Beaudry
Avocat à la retraite

Montréal, (Date)

BY REGULAR MAIL

(Name)
(Address1)
(Address2)

SUBJECT: Wabush Mines et al. *Companies' Creditors Arrangement Act* proceedings – Amended and Restated CCAA Plan of Compromise
Our Files : 0026-8157/DB and 0516-8262/DB

Sir, Madam

As you may know, we represent your Union for the purpose of the proceedings of Wabush Mines et al being (together the « **CCAA Parties** ») carried out under the *Companies' Creditors Arrangement Act* (hereafter the « **CCAA** »). Since January 2015, the Union has been acting for all its members and retirees in relation to any matters relating to or arising from their employment. We are writing to you to provide a general update on the file and most importantly concerning the Amended and Restated CCAA Plan of Compromise (hereafter the « **Plan** ») which was filed before the Court on May 16 2018 and on which all affected creditors are entitled to vote during the meetings that are currently planned for June 18 2018.

A plan of compromise represents an agreement between insolvent companies and its creditors. In the Wabush Mines file, the Union has negotiated the Plan in replacement of an initial plan of arrangement (hereafter the « **Initial Plan** ») filed before the Superior Court in March 2018, which provided for significantly less for the pension plans of the Wabush Mines, Arnaud Railway and Wabush Lake Railway (together the « **Wabush CCAA Parties** »). The Initial Plan was created without the participation of the Union and therefore was not supported by it. In the weeks that have followed the filing of the Initial Plan, another plan was negotiated, with the participation of the Union this time.



The present letter is to inform you that the Union supports and endorses this Plan, because of the important positive effects it will have for the unionized ex-employees of the Wabush CCAA Parties.

Amongst many things, the Plan, if approved by the creditors and by the Court, provides for the payment of \$18 million to replenish the pension plan which benefits the unionized ex-employees of the Wabush CCAA Parties. This is over 62% in recovery for the pension plan deficit, which will significantly increase the funded ratio of the pension plan. The \$18 million amount would be paid to the pension plan as soon as possible after the approval and implementation of the Plan. This is a lot faster than anticipated under the Initial Plan.

In addition, the Plan also provides for a satisfactory resolution of all the claims that were filed by the Union and that remained unresolved. This include satisfactory resolution of the post-employment benefits (OPEBs), but also grievances' claims and other employees claims. Based on estimates provided by the Monitor, we expect that distributions on account of these claims could be in the order of more than \$10 million. This amount is subject to other elements that are still ongoing in the CCAA file, including potential future realizations and the resolution of non-employee claims that remain in dispute. The final amount of the distribution associated with OPEB and other employee claims will not be known with certainty for some time, but the Union is satisfied that this amount will be significantly larger than without the proposed Plan. No date is currently known for any distribution associated to these claims but the Union will keep you informed on how this aspect of the file progresses.

In counterpart for these improved distributions, if the Plan is implemented, the Union will be discontinuing its appeal that is currently before the Quebec Court of Appeal concerning the pension plan priority (known as the *deemed trust litigation*). The Monitor and City of Sept-Îles will also discontinue their related appeal that is currently before the Supreme Court of Canada following the Newfoundland Reference opinion. Releases will be granted to the CCAA Parties and their affiliates, including Cleveland Cliffs, Cliffs Mining Company and their respective directors and officers.

The meetings that will allow for creditors to vote on the Plan are scheduled for June 18 2018. On that date, the Union intends to exercise the right to vote associated with your claim by voting **FOR** the Plan, as allowed by the order rendered by the Superior Court on April 20. **You have nothing to do if you are in agreement with the fact that the Union will vote on your behalf in this manner.** However, if you wish to exercise your right to vote otherwise, you must inform the Monitor in writing that you revoke your deemed proxy before 5 PM EST on June 14 2018. The pension plan administrator will



take charge of voting the claim associated to the pension plan and will also vote FOR the Plan.

Feel free to contact your Union representative or retirees committee member if you have any questions arising this letter. Quebec members and retirees can contact Mr. Nicolas Lapierre at 418-962-2041 or by email at nlapierre@metallos.ca. Newfoundland and Labrador members and retirees can contact Mr. Mike Clark at 902-664-4897 or by email at mclark@usw.ca.

Please accept, Sir, Madam, our best regards.

PHILION LEBLANC BEAUDRY AVOCATS S.A.

Daniel Boudreault

MONTRÉAL
565, boul. Crémazie Est
Bureau 5400
Montréal (Québec) H2M 2V6

Téléphone : (514) 387-3538
Télécopieur : (514) 387-7386



QUÉBEC
5000, boul. des Gradins
Bureau 280
Québec (Québec) G2J 1N3

Téléphone : (514) 387-3538
Télécopieur : (514) 387-7386

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

**AND IN THE MATTER OF THE AMENDED AND RESTATED JOINT PLAN OF
COMPROMISE OR ARRANGEMENT OF
BLOOM LAKE GENERAL PARTNER LIMITED, THE BLOOM LAKE IRON ORE MINE
LIMITED PARTNERSHIP, QUINTO MINING CORPORATION, CLIFFS QUÉBEC IRON
MINING ULC, WABUSH IRON CO. LIMITED, WABUSH RESOURCES INC.,
WABUSH MINES, ARNAUD RAILWAY COMPANY
(collectively, the "Participating CCAA Parties")**

NOTICE OF MEETINGS AND SANCTION HEARING

TO: The Affected Unsecured Creditors of the Participating CCAA Parties

Capitalized terms used and not otherwise defined in this Notice are as defined in the Amended and Restated Joint Plan of Compromise and Arrangement of the Participating CCAA Parties dated May 16, 2018 (as may be further amended, restated and/or supplemented from time to time in accordance with the terms thereof, the "**Plan**").

NOTICE IS HEREBY GIVEN that Meetings of each of the following Unsecured Creditor Classes of the Participating CCAA Parties will be held at the following dates, times and locations:

Unsecured Creditor Class	Meeting Information
CQIM/Quinto Unsecured Creditor Class	June 18, 2018 at 9:30 am at: Norton Rose Fulbright Canada LLP Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
BL Parties Unsecured Creditor Class	June 18, 2018 at 9:30 am at: Norton Rose Fulbright Canada LLP Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
Wabush Mines Parties Unsecured Creditor Class	June 18, 2018 at 11:00 am at: Norton Rose Fulbright Canada LLP Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
Arnaud Unsecured Creditor Class	June 18, 2018 at 11:00 am at: Norton Rose Fulbright Canada LLP Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
Wabush Pension Claims Class	June 18, 2018 at 11:30 am at: Norton Rose Fulbright Canada LLP Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
Arnaud Pension Claims Class	June 18, 2018 at 11:30 am at: Norton Rose Fulbright Canada LLP

	Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
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The purpose of the Meetings is to:

- a) consider, and if deemed advisable, to pass, with or without variation, a resolution (the “**Resolution**”) approving the Plan; and
- b) transact such other business as may properly come before the Meetings or any adjournment or postponement thereof.

The Meetings are being held pursuant to an order (the “**Amended and Restated Meetings Order**”) of the Québec Superior Court (“**CCAA Court**”) made on May 18, 2018, which establishes the procedures for FTI Consulting Canada Inc. (in such capacity and not in its personal or corporate capacity, the “**Monitor**”) to call, hold and conduct the Meetings.

The Plan provides for the compromise of the Affected Claims. The quorum for each Meeting will be one Affected Unsecured Creditor holding a Voting Claim or an Unresolved Voting Claim (each such creditor, an “**Eligible Voting Creditor**”) present in person or by proxy.

In order for the Plan to be approved and binding in accordance with the CCAA, the Resolution must be approved by a majority in number of Affected Unsecured Creditors in each Unsecured Creditor Class representing at least two-thirds in value of the Claims of Affected Unsecured Creditors who actually vote (in person or by proxy) on the Resolution at the applicable Meeting (the “**Required Majority**”).

All Eligible Voting Creditors will be eligible to attend the applicable Meeting and vote on the Plan. The votes of Eligible Voting Creditors holding Unresolved Voting Claims will be separately tabulated by the Monitor, and Unresolved Claims will be resolved in accordance with the Amended Claims Procedure Order prior to any distribution on account of such Unresolved Claims. Holders of an Unaffected Claim will not be entitled to attend and vote at any Meeting.

Forms and Proxies for Affected Unsecured Creditors

Any Eligible Voting Creditor who is unable to attend the applicable Meeting may appoint a proxy to vote on its behalf. Pursuant to the Amended and Restated Meetings Order, Salaried Members Representative Counsel and USW Counsel have been appointed as Proxy holders for the Salaried Members and the USW Members respectively other than those Salaried Members and USW Members who opt out in accordance with the Amended and Restated Meetings Order. Further, any Eligible Voting Creditor who is not an individual may only attend and vote at the applicable Meeting if a Proxy holder has been appointed to act on its behalf at such Meeting. A form of Proxy is included as part of the Meeting Materials being distributed by the Monitor to each Affected Unsecured Creditor that is not a Salaried Member or USW Member.

Proxies, once duly completed, dated and signed, must be sent by email to the Monitor, or if cannot be sent by email, delivered to the Monitor at the address of the Monitor as set out on the Proxy form. Proxies must be received by the Monitor by no later than **5:00 p.m. (Eastern time) June 14, 2018** (the “**Proxy Deadline**”).

Notice of Sanction Hearing

NOTICE IS ALSO HEREBY GIVEN that if the Plan is approved by the Required Majority of each Unsecured Creditor Class at the Meetings, the Participating CCAA Parties intend to bring a motion before the CCAA Court on **June 29, 2018 at 9:00 am** (Eastern Time) (the “**Sanction Hearing**”). The motion will be seeking the granting of the Sanction Order sanctioning the Plan under the CCAA and for ancillary relief consequent upon such sanction. Any person wishing to oppose the motion for the Sanction Order must serve upon the parties on the Service List as posted on the Monitor's Website and file with the CCAA Court, a copy of the materials to be used to oppose the Sanction Order by no later than 5:00 pm (Eastern Time) on June 26, 2018.

This Notice is given by the Participating CCAA Parties pursuant to the Amended and Restated Meetings Order. Additional copies of the Meeting Materials, including the Plan, may be obtained from the Monitor's Website (<http://cfcanada.fticonsulting.com/bloomlake>), or by requesting one from the Monitor by email at bloomlake@fticonsulting.com.

DATED this _____ day of _____, 2018.

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

**AND IN THE MATTER OF A JOINT PLAN OF COMPROMISE OR ARRANGEMENT
OF BLOOM LAKE GENERAL PARTNER LIMITED, THE BLOOM LAKE IRON ORE MINE LIMITED
PARTNERSHIP, QUINTO MINING CORPORATION, CLIFFS QUÉBEC IRON MINING ULC, WABUSH
IRON CO. LIMITED, WABUSH RESOURCES INC., WABUSH MINES, ARNAUD RAILWAY COMPANY
(collectively, the "PARTICIPATING CCAA PARTIES")**

PROXY

Before completing this Proxy, please read carefully the accompanying instructions for the proper completion and return of the form.

Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Amended and Restated Joint Plan of Compromise and Arrangement of the Participating CCAA Parties dated May 16, 2018 (as may be further amended, supplemented and/or restated from time to time, the "**Plan**") accepted for filing pursuant to the *Companies' Creditors Arrangement Act* (the "**CCAA**") with the Quebec Superior Court (the "**CCAA Court**") on May 18, 2018.

In accordance with the Plan, Proxies may only be filed by Affected Unsecured Creditors having a Voting Claim or an Unresolved Voting Claim ("**Eligible Voting Creditors**").

PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE SENT BY EMAIL TO THE MONITOR, OR IF CANNOT BE SENT BY EMAIL, DELIVERED TO THE MONITOR BY NO LATER THAN 5:00 P.M. (EASTERN TIME) ON JUNE 14, 2018 (THE "PROXY DEADLINE").

THE UNDERSIGNED ELIGIBLE VOTING CREDITOR hereby revokes all Proxies previously given, if any, and nominates, constitutes, and appoints **Mr. Nigel Meakin** of FTI Consulting Canada Inc., in its capacity as Monitor, or such Person as he, in his sole discretion, may designate or, instead of the foregoing, appoints:

Print Name of Proxy holder if wishing to appoint
someone other than Mr. Nigel Meakin

to attend on behalf of and act for the Eligible Voting Creditor at the applicable Meeting(s) to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of the Meeting(s), and to vote the dollar value of the Eligible Voting Creditor's Eligible Voting Claim(s) as determined by and accepted for voting purposes in accordance with the Amended and Restated Meetings Order and as set out in the Plan as follows:

A. (mark one only):

Vote FOR approval of the resolution to accept the Plan; or

Vote AGAINST approval of the resolution to accept the Plan.

If a box is not marked as a vote for or against approval of the Plan and Mr. Nigel Meakin or his designate is appointed as proxy holder, this Proxy shall be voted for approval of the Plan.

- and -

AFFECTED UNSECURED CREDITOR PROXY

- B. Vote at the nominee's discretion and otherwise act for and on behalf of the undersigned Eligible Voting Creditor with respect to any amendments or variations to the matters identified in the notice of the Meeting and in this Plan, and with respect to other matters that may properly be presented at Meeting.

Dated this _____ day of _____, 2018.

Print Name of Eligible Voting Creditor

Title of the authorized signing officer of the corporation, partnership or trust, if applicable

Signature of Eligible Voting Creditor or, if the Eligible Voting Creditor is a corporation, partnership or trust, signature of an authorized signing officer of the corporation, partnership or trust

Telephone number of the Eligible Voting Creditor or authorized signing officer

Mailing Address of Eligible Voting Creditor

Email address of Eligible Voting Creditor

Print Name of Witness, if Eligible Voting Creditor is an individual

Signature of Witness

INSTRUCTIONS FOR COMPLETION OF PROXY

1. This Proxy should be read in conjunction with the Amended and Restated Joint Plan of Compromise and Arrangement of the Applicant dated May 16, 2018 (as it may be amended, restated or supplemented from time to time, the “**Plan**”) accepted for filing pursuant to the *Companies' Creditors Arrangement Act* (the “**CCAA**”) with the Quebec Superior Court (the “**CCAA Court**”) on May 18, 2018 and the Amended and Restated Meetings Order. Capitalized terms used herein not otherwise defined shall have the meanings ascribed to them in the Plan.
2. Each Eligible Voting Creditor has the right to appoint a person (who need not be a Creditor) (a “**Proxy holder**”) to attend, act and vote for and on behalf of such Eligible Voting Creditor and such right may be exercised by inserting the name of the Proxy holder in the blank space provided on the Proxy.
3. If no name has been inserted in the space provided to designate the Proxy holder on the Proxy, the Eligible Voting Creditor will be deemed to have appointed Mr. Nigel Meakin of FTI Consulting Canada Inc., in its capacity as Monitor (or such other Person as he, in his sole discretion, may designate), as the Eligible Voting Creditor’s Proxy holder.
4. An Eligible Voting Creditor who has given a Proxy may revoke it by an instrument in writing executed by such Eligible Voting Creditor or by its attorney, duly authorized in writing or, if an Eligible Voting Creditor is not an individual, by an officer or attorney thereof duly authorized, and deposited with the Monitor in each case before the Proxy Deadline.
5. If this Proxy is not dated in the space provided, it shall be deemed to be dated as of the date on which it is received by the Monitor.
6. A valid Proxy from the same Eligible Voting Creditor bearing or deemed to bear a later date than this Proxy will be deemed to revoke this Proxy. If more than one valid Proxy from the same Eligible Voting Creditor and bearing or deemed to bear the same date are received by the Monitor with conflicting instructions, such Proxies shall not be counted for the purposes of the vote.
7. This Proxy confers discretionary authority upon the Proxy holder with respect to amendments or variations to the matters identified in the notice of the Meeting and in the Plan, and with respect to other matters that may properly come before the Meeting.
8. The Proxy holder shall vote the Eligible Voting Claim of the Eligible Voting Creditor in accordance with the direction of the Eligible Voting Creditor appointing him/her on any ballot that may be called for at the applicable Meeting. **IF AN ELIGIBLE VOTING CREDITOR FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE RESOLUTION TO ACCEPT THE PLAN, AND MR. NIGEL MEAKIN OR HIS DESIGNATE IS APPOINTED AS PROXY HOLDER, THIS PROXY WILL BE VOTED FOR THE RESOLUTION TO APPROVE THE PLAN, INCLUDING ANY AMENDMENTS, VARIATIONS OR SUPPLEMENTS THERETO. IF AN ELIGIBLE VOTING CREDITOR FAILS TO INDICATE ON THIS PROXY A VOTE FOR OR AGAINST APPROVAL OF THE RESOLUTION TO ACCEPT THE PLAN AND APPOINTS A PROXY HOLDER OTHER THAN MR. NIGEL MEAKIN OR HIS DESIGNATE, THE PROXY HOLDER MAY VOTE ON THE RESOLUTION AS HE OR SHE DETERMINES AT THE APPLICABLE MEETING.**
9. If the Eligible Voting Creditor is an individual, this Proxy must be signed by the Eligible Voting Creditor or by a person duly authorized (by power of attorney) to sign on the Eligible Voting Creditor's behalf. If the Eligible Voting Creditor is a corporation, partnership or trust, this proxy must be signed by a duly authorized officer or attorney of the corporation, partnership or trust. If you are voting on behalf of a corporation, partnership or trust or on behalf of another individual at a Meeting, you must have been appointed as a proxy holder by a duly completed proxy submitted to the Monitor by the Proxy Deadline. You may be required to provide documentation evidencing your power and authority to sign this Proxy.

10. **PROXIES, ONCE DULY COMPLETED, DATED AND SIGNED, MUST BE SENT BY EMAIL TO THE MONITOR, OR IF CANNOT BE SENT BY EMAIL, DELIVERED TO THE MONITOR BY NO LATER THAN 5:00 P.M. (EASTERN TIME) ON JUNE 14, 2018 (THE “PROXY DEADLINE”).**

By email: bloomlake@fticonsulting.com

By mail or courier: FTI Consulting Canada Inc.
Monitor of Bloom Lake General Partner Limited, et al.
TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario
M5K 1G8

11. The Applicant and the Monitor are authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed by the Amended and Restated Meetings Order.

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

**AND IN THE MATTER OF A JOINT PLAN OF COMPROMISE OR ARRANGEMENT
OF BLOOM LAKE GENERAL PARTNER LIMITED, THE BLOOM LAKE IRON ORE
MINE LIMITED PARTNERSHIP, QUINTO MINING CORPORATION, CLIFFS QUÉBEC
IRON MINING ULC, WABUSH IRON CO. LIMITED, WABUSH RESOURCES INC.,
WABUSH MINES, ARNAUD RAILWAY COMPANY
(collectively, the “Participating CCAA Parties” and each a “Participating CCAA Party”)**

RESOLUTION OF UNSECURED CREDITOR CLASS

BE IT RESOLVED THAT:

1. the Amended and Restated Joint Plan of Compromise and Arrangement dated May 16, 2018 filed by the Participating CCAA Parties under the *Companies' Creditors Arrangement Act*, as may be further amended, restated or supplemented from time to time in accordance with its terms (the “**Plan**”), which Plan has been presented to this Meeting, be and is hereby accepted, approved, and authorized;
2. any director or officer of the applicable Participating CCAA Party be and is hereby authorized, empowered and instructed, acting for, and in the name of and on behalf of such Participating CCAA Party, to execute and deliver, or cause to be executed and delivered, all such documents, agreements and instruments and to do or cause to be done all such other acts and things as such director or officer determines to be necessary or desirable in order to carry out the Plan, such determination to be conclusively evidenced by the execution and delivery by such directors or officers of such documents, agreements or instruments or the doing of any such act or thing.
3. notwithstanding that this Resolution has been passed and the Plan has been approved by the Affected Unsecured Creditors and the Court, the directors of the Participating CCAA Parties be and are hereby authorized and empowered to amend the Plan or not proceed to implement the Plan subject to and in accordance with the terms of the Plan.