

C A N A D A

PROVINCE DE QUÉBEC

District de Montréal

N° : 500-11-048114-157

C O U R S U P É R I E U R E

(Chambre commerciale)

**DANS L'AFFAIRE DE LA LOI SUR LES
ARRANGEMENTS AVEC LES
CRÉANCIERS DES COMPAGNIES,
L.R.C. 1985, CH. C-36, TELLE
QU'AMENDÉE :**

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

Débitrices

et

**SOCIÉTÉ EN COMMANDITE MINE DE
FER DU LAC BLOOM, BLOOM LAKE
RAILWAY COMPANY LIMITED, WABUSH
MINES, ARNAUD RAILWAY COMPANY,
WABUSH LAKE RAILWAY COMPANY
LIMITED**

Mises en cause

et

FTI CONSULTING CANADA INC.,

Contrôleur

et

**SYNDICAT DES MÉTALLOS, SECTION
LOCALE 6254**

Requérant – Mis en cause

**REQUÊTE POUR PERMISSION DE PRODUIRE UNE
PREUVE DE RÉCLAMATIONS HORS DÉLAI**

(Articles 10 et 11 de la *Loi sur les arrangements avec les
créanciers des compagnies*)

À L'HONORABLE STEPHEN W. HAMILTON, J.C.S. OU À L'UN DES HONORABLES JUGES DE LA COUR SUPÉRIEURE, SIÉGEANT EN CHAMBRE COMMERCIALE POUR LE DISTRICT DE MONTRÉAL, LE REQUÉRANT, SYNDICAT DES MÉTALLOS, SECTION LOCALE 6254, EXPOSE CE QUI SUIT :

1. Le Syndicat des Métallos, section locale 6254 (le « **Syndicat** ») représente les travailleurs syndiqués qui étaient à l'emploi de Mines Wabush et de Compagnie de chemin de fer Arnaud (collectivement les « **Parties LACC Wabush** ») à Sept-Îles, tel qu'il appert des dossiers de la Cour;
2. Parmi les membres de la section locale 6254 se retrouvent les travailleurs cléricaux, les techniciens et les employés de laboratoire des Parties LACC Wabush qui étaient auparavant représentés par le Syndicat des Métallos, section locale 6680, jusqu'à sa fusion avec la section locale 6254, tel qu'il appert d'une copie de la décision de la Commission des relations du travail, **pièce P-1**;
3. La *Loi sur l'équité salariale*, qui s'applique notamment aux activités des Parties LACC Wabush à Sept-Îles, accordait à l'employeur Mines Wabush jusqu'au 31 décembre 2010 pour compléter un programme distinct d'équité salariale permettant de déterminer s'il existe un écart salarial dû à la discrimination systémique fondée sur le sexe et de le corriger, le cas échéant;
4. Étant donné qu'une plainte a été déposée le 18 février 2011, toute correction effectivement déterminée dans le cadre des travaux du comité distinct d'équité salariale doit rétroagir à novembre 2001;
5. Mines Wabush a pourtant omis de compléter un tel programme au bénéfice des travailleurs cléricaux, des techniciens et des employés de laboratoire;
6. Une décision a été rendue par la Commission de l'équité salariale le 3 juin 2013, pour ensuite être corrigée le 15 mai 2014, afin d'obliger Mines Wabush à compléter ce programme, tel qu'il appert des dossiers de la Cour;
7. Malgré cette décision, ledit programme a tardé à être complété et a fait l'objet de procédures entreprises devant le Tribunal administratif du travail;
8. Le 5 novembre 2015, la Cour a rendu une ordonnance (telle qu'amendée le 16 novembre 2015) désignée « l'Ordonnance sur la

procédure de réclamations », dont une copie est jointe au soutien de la présente requête comme **pièce P-2**;

9. Le 23 octobre 2017, les parties se présentaient devant cette Cour pour débattre de la portée des obligations de l'acquéreur et de la Débitrice quant au programme distinct qui n'était toujours pas complété et quant aux sommes qui pourraient être dues en vertu de celui-ci;
10. Lors de cette audition, la Cour a invité les parties à trouver une solution pragmatique à la situation, notamment quant aux réclamations potentielles pouvant en découler puisque de telles réclamations seraient visées par le processus en cours sous la *Loi sur les arrangements avec les créanciers des compagnies* (la « **LACC** »);
11. Suivant cette invitation, de nombreux échanges ont eu lieu entre les différentes parties impliquées, ce qui a permis de tenir les réunions nécessaires du comité d'équité salariale aux fins de compléter le programme distinct, copie de l'affichage ayant suivi la finalisation du programme distinct étant jointe au soutien de la présente requête comme **pièce P-3**;
12. Le programme distinct tel que complété permet d'établir qu'un léger écart salarial existait quant à la catégorie d'emploi à prédominance féminine (la « **CEPF** ») d'« Infirmière » et qu'aucun écart salarial n'existait quant à la seule autre CEPF, soit celle de « Caissière »;
13. À la lumière de ces résultats, le Syndicat a calculé le montant de la réclamation qui découle du programme distinct complété à laquelle aurait droit la seule salariée occupant la CEPF « Infirmière »;
14. La preuve de réclamations accompagnée de ses pièces justificatives et du détail du calcul est produite au soutien de la présente comme **pièce P-4**;
15. Puisqu'une portion des réclamations concerne du travail effectué dans les six mois qui précèdent le début des procédures LACC, la preuve de réclamations comprend une première réclamation pour du salaire dû en vertu de la priorité prévue par l'article 6(5) LACC;
16. De plus, cette preuve de réclamations comprend une deuxième réclamation pour du salaire dû à titre de créance ordinaire;
17. Selon les vérifications effectuées par le Syndicat, il s'agit des seules réclamations qui pourraient découler du programme distinct d'équité salariale;

18. Le 18 mai 2018, la Cour a rendu une ordonnance prévoyant notamment le dépôt du plan amendé et révisé daté du 16 mai 2018 (le « Plan »), convoquant la tenue d'assemblée de créanciers appelés à voter le 18 juin 2018 à l'égard du Plan, le tout tel qu'il appert du dossier de la Cour;
19. La production hors délai de la preuve de réclamations (pièce P-4) ne pourrait causer aucun préjudice aux autres créanciers, même si ces réclamations réduiraient les dividendes auxquels les autres créanciers auraient autrement eu droit, puisque ces réclamations sont minimales en valeur par rapport à la masse des créanciers de Mines Wabush;
20. Ainsi, l'infime dilution que ces réclamations entraîneraient pour les autres créanciers ne constitue pas un préjudice pouvant fonder une contestation de la présente requête;
21. De plus, les réclamations sont si minimales par rapport à la masse des créanciers de Mines Wabush qu'elles ne sont pas susceptibles d'avoir un impact sur le vote du plan d'arrangement qui est à venir;
22. Le délai associé au dépôt de la présente preuve de réclamations s'explique par la complexité du processus prévu par la *Loi sur l'équité salariale* et par l'avancement ardu des travaux du comité distinct d'équité salariale, travaux qui viennent tout juste d'être complétés le 23 mai 2018;
23. Il s'agit d'une situation exceptionnelle qui justifie l'intervention de cette Cour en acceptant le dépôt hors délai de cette preuve de réclamations (P-4) afin d'éviter que la salariée concernée ne subisse un préjudice par l'extinction de sa réclamation fondée sur la discrimination systémique qu'elle aurait subi pendant de nombreuses années;
24. Le Contrôleur a informé le Requérent qu'il n'entendait pas contester la présente requête afin de mettre un terme définitif aux travaux en vertu de la *Loi sur l'équité salariale* dans la mesure où les seules nouvelles réclamations (P-4) connues à ce jour sont celles en faveur de Mme Lévesque faisant l'objet de la présente requête.

POUR CES MOTIFS, PLAISE À LA COUR DE :

ACCUEILLIR la présente *Requête pour permission de produire une preuve de réclamations hors délai*;

AUTORISER sur une base *nunc pro tunc* la production par le Syndicat des Métallurgistes, section locale 6254 de la preuve de réclamations au nom de Madame Lucie Lévesque, infirmière à l'emploi de Mines Wabush,

pour un montant total de 8 903,34\$ (la « **Preuve de réclamations (P-4)** »);

DÉCLARER qu'aux termes de la Preuve de réclamations (P-4), Mme Lucie Lévesque pourra uniquement faire valoir une première réclamation de 57,67\$ faisant l'objet de la priorité prévue à l'article 6(5) LACC à titre de « Réclamation prioritaire des Employés » aux termes du plan amendé et révisé daté du 16 mai 2018 (le « **Plan** »), ainsi qu'une deuxième réclamation ordinaire ou « Réclamation non garantie visée » au montant de 8 845,67\$ aux termes du Plan;

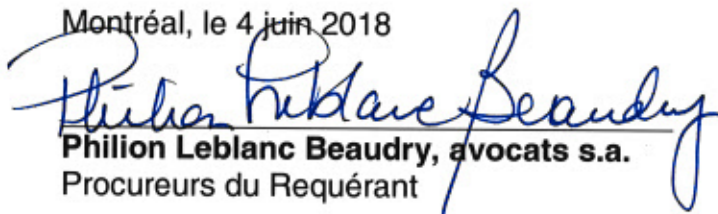
DÉCLARER que Mme Lucie Lévesque n'a aucune autre réclamation à faire valoir aux termes du Plan en lien avec le programme distinct d'équité salariale faisant l'objet de la présente requête;

DÉCLARER qu'exceptionnellement, pour ces réclamations (P-4), la Date limite des Réclamations, définie à l'Ordonnance sur la procédure de réclamations, sera la date de l'ordonnance à être rendue par la Cour;

DÉCLARER la preuve de réclamations (P-4) valablement produite et reçue par le Contrôleur;

LE TOUT, sans frais, sauf en cas de contestation.

Montréal, le 4 juin 2018



Phillion Leblanc Beaudry, avocats s.a.
Procureurs du Requérant

DÉCLARATION SOUS SERMENT

Je, soussigné, Nicolas Lapierre, coordonnateur régional Côte-Nord, Bas-Saint-Laurent, Gaspésie, Îles-de-la-Madeleine au Syndicat des Métallos, ayant mon domicile professionnel au 737 boulevard Laure, bureau 200, à Sept-Îles, district de Mingan, affirme solennellement ce qui suit :

1. Je suis le représentant du Syndicat des Métallos affecté au présent dossier pour la province de Québec;
2. J'atteste que tous les faits allégués dans la *Requête pour permission de produire une preuve de réclamations hors délai* sont vrais.

et j'ai signé


NICOLAS LAPIERRE

Déclaré solennellement devant moi, à
Sept-Îles, le 4 juin 2018

Sandra Levesque #212468
Commissaire à l'assermentation pour la
province de Québec

Sandra Levesque

AVIS DE PRÉSENTATION

Destinataires : **ME BERNARD BOUCHER** (bernard.boucher@blakes.com)

BLAKE, CASSELS & GRAYDON S.E.N.C.R.L.
600, boulevard Maisonneuve Ouest
Bureau 2200
Montréal (Québec) H3A 3J2

Procureurs des Débitrices

Et : **ME SYLVAIN RIGAUD**
(sylvain.rigaud@nortonrosefulbright.com)

NORTON ROSE FULBRIGHT CANADA S.E.N.C.R.L.
1, Place Ville-Marie
Bureau 2500
Montréal (Québec) H3B 1R1

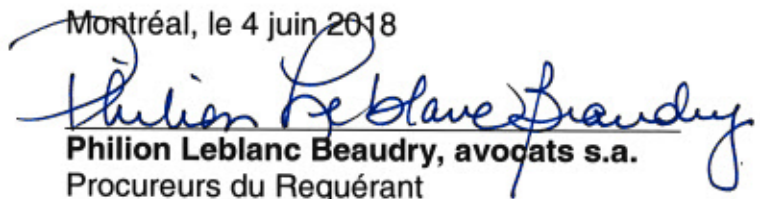
Procureurs du Contrôleur

Et : **SERVICE LIST**

PRENEZ AVIS que la Requête pour permission de produire une preuve de réclamations hors délais sera présentée pour adjudication devant l'honorable Stephen W. Hamilton, j.c.s. ou à l'un des honorables juges de la Cour Supérieure, du district de Montréal, siégeant en chambre commerciale au Palais de justice de Montréal situé au 1, rue Notre-Dame Est à Montréal, le 29 juin 2018, en l'heure et en la salle qui seront déterminés.

VEUILLEZ AGIR EN CONSÉQUENCE.

Montréal, le 4 juin 2018


Phillion Leblanc Beaudry, avocats s.a.
Procureurs du Requérant

CANADA

PROVINCE DE QUÉBEC

District de Montréal

N° : 500-11-048114-157

COUR SUPÉRIEURE

(Chambre commerciale)

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

Débitrices

et

**SOCIÉTÉ EN COMMANDITE MINE DE
FER DU LAC BLOOM, BLOOM LAKE
RAILWAY COMPANY LIMITED, WABUSH
MINES, ARNAUD RAILWAY COMPANY,
WABUSH LAKE RAILWAY COMPANY
LIMITED**

Mises en cause

et

FTI CONSULTING CANADA INC.,

Contrôleur

et

**SYNDICAT DES MÉTALLOS, SECTION
LOCALE 6254**

Requérant – Mis en cause

LISTE DES PIÈCES

PIÈCE P-1

Décision de la Commission des relations du travail fusionnant les accréditations;

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- PIÈCE P-2** Ordonnance sur la procédure de réclamations du 5 novembre 2015, amendée le 16 novembre 2015;
- PIÈCE P-3** Avis d'affichage du 23 mai 2018 concernant le programme distinct d'équité salariale;
- PIÈCE P-4** Preuve de réclamations accompagnée de ses pièces justificatives et du détail du calcul;

Montréal, le 4 juin 2018


Philion Leblanc Beaudry, avocats s.a.
Procureurs du Requérant

PIÈCE P-1

COMMISSION DES RELATIONS DU TRAVAIL
(Division des relations du travail)

Dossiers : AQ-2001-5294, (AQ-1003-2122), (AQ-1003-2123)
Cas : CQ-2014-4582

Québec, le 18 septembre 2014

AU NOM DE LA COMMISSION : Julie-Andrée Franche

Mines Wabush

Requérante de première part
et

Syndicat des Métallos, section locale 6254

Requérant de deuxième part
et

Syndicat des Métallos, section locale 6680

Requérant de troisième part
et

Mines Wabush gérées par Pickands Mather & Co. et la compagnie de chemin de fer Arnaud

Mise en cause

[1] Le 3 juillet 2014, les requérants déposent une requête conjointe en vertu de l'article 39 du *Code du travail* demandant de fusionner en une seule les accréditations AQ-1003-2122 et AQ-1003-2123 accordées aux requérants de deuxième et de troisième part.

[2] Les requérants demandent que l'unité de négociation apparaissant à l'accréditation résultant de la fusion se lise ainsi :

« Tous les salariés de l'usine de production de boulettes située à Pointe Noire (Sept-Îles), Québec, salariés au sens du Code du travail, à l'exception de ceux exclus par la loi, des superviseurs et de ceux de niveau supérieur, des professionnels, des salariés assignés à la protection de l'usine, des mécaniciens machinerie fixe, des étudiants et de ceux dont le travail est d'une nature hautement confidentielle. »

[3] Les requérants demandent également de modifier le nom du syndicat et de l'employeur apparaissant à l'accréditation résultant de la fusion des accréditations mentionnée au paragraphe précédent, afin que ces noms se lisent dorénavant comme suit :

Syndicat des Métallos, section locale 6254

et

Mines Wabush

[4] Le requérant de troisième part représente :

« Tous les travailleurs cléricaux, les techniciens et les employés de laboratoire à l'emploi de : Wabush Mines-Pickands Mather & Co., managing agent, Arnaud Pellets-Pickands Mather & Co., managing agent, et Arnaud railway Company, à Pointe-Noire, P.Q. salariés au sens du Code du travail, à l'exception de ceux dont le travail est d'une nature hautement confidentielle. »

De : Mines Wabush gérées par Pickands Mather & Co. et la compagnie de chemin de fer Arnaud

Pointe-Noire
Case postale 878
Sept-Îles (Québec) G4R 4L4

Établissement visé :

Pointe-Noire
Case postale 878
Sept-Îles (Québec) G4R 4L4

Dossier : (AQ-1003-2122).

[5] Le requérant de deuxième part représente :

« All employees of the Company employed in the Pelletizing plant at Pointe Noire, P. Qué., except those excluded by law, foremen and those above the rank of foremen, technical and professional staff members of the Company's plant protection force, office and clerical personnel, and students, and those already covered in the Quebec Labour Board's decision dated October 3rd, 1962 (File 8367, R-578 R.P. 111). »

De : **Mines Wabush gérées par Pickands Mather & Co. et la compagnie de chemin de fer Arnaud**

Pointe-Noire
Case postale 878
Sept-Îles (Québec) G4R 4L4

Établissement visé :

Pointe-Noire
Case postale 878
Sept-Îles (Québec) G4R 4L4

Dossier : (AQ-1003-2123).

EN CONSÉQUENCE, la Commission des relations du travail

ACCUEILLE la requête;

FUSIONNE les accréditations portant les numéros AQ-1003-2122 et AQ-1003-2123;

MODIFIE le nom du syndicat et de l'employeur apparaissant à l'accréditation résultant de la fusion des accréditations portant les numéros AQ-1003-2122 et AQ-1003-2123, afin que ces noms se lisent dorénavant comme suit :

Syndicat des Métallos, section locale 6254

et

Mines Wabush

DÉCLARE

que le **Syndicat des Métallos, section locale 6254** est
accrédité pour représenter :

« Tous les salariés de l'usine de production de boulettes située à
Pointe Noire (Sept-Îles), Québec, salariés au sens du Code du
travail, à l'exception de ceux exclus par la loi, des superviseurs et
de ceux de niveau supérieur, des professionnels, des salariés
assignés à la protection de l'usine, des mécaniciens machinerie
fixe, des étudiants et de ceux dont le travail est d'une nature
hautement confidentielle. »

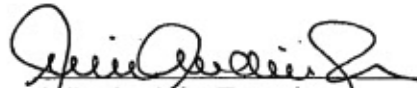
De : **Mines Wabush**

Pointe-Noire
Case postale 878
Sept-Îles (Québec) G4R 4L4

Établissement visé :

Pointe-Noire
Case postale 878
Sept-Îles (Québec) G4R 4L4

Dossier : AQ-2001-5294.


Julie-Andrée Franche
Agente de relations du travail

M^e Maryse Tremblay
BORDEN LADNER GERVAIS S.R.L., S.E.N.C.R.L.
Représentante de la requérante de première part et de la mise en cause

M. Gilles Ayotte
Représentant des requérants de deuxième et de troisième part

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PIÈCE P-2

SUPERIOR COURT
(Commercial Division)

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N^o: 500-11-048114-157

DATE: November 16, 2015

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

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

BLOOM LAKE GENERAL PARTNER LIMITED

QUINTO MINING CORPORATION

8568391 CANADA LIMITED

CLIFFS QUEBEC IRON MINING ULC

WABUSH IRON CO. LIMITED

WABUSH RESOURCES INC.

Petitioners

-and-

THE BLOOM LAKE IRON ORE MINE LIMITED PARTNERSHIP

BLOOM LAKE RAILWAY COMPANY LIMITED

WABUSH MINES

ARNAUD RAILWAY COMPANY

WABUSH LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

AMENDED CLAIMS PROCEDURE ORDER

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

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

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

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

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

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

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

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

FOR THESE REASONS, THE COURT HEREBY:

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

Service

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

Definitions

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

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

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

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

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

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

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

(b) any Restructuring Claim;

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

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

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

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

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

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

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

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

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

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

Monitor's Role

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

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

Notification Procedure and Notices

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

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

Claims Bar Date

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

Restructuring Claims Bar Date

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

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

D&O Claims Bar Date

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

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

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

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

Pension Claims

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

Excluded Claims

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

Adjudication of Claims

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

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

Adjudication of D&O Claims

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

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

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

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

Claims Officer

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

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

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

Notice of Transfers

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

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

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

Notices and Communications

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

Bloom Lake CCAA Parties
bloomlake@fticonsulting.com

Wabush CCAA Parties
wabush@fticonsulting.com

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

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

Attention: Steven Bissell

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

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

General Provisions

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

Miscellaneous

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

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

THE WHOLE WITHOUT COSTS.



STEPHEN W. HAMILTON J.S.C.

PIÈCE P-3

Le 23 mai 2018

Destinataires : Salariés qui étaient assujettis à la convention collective entre Mines Wabush et le Syndicat des métallos, section locale 6680

Objet : Deuxième affichage – Programme distinct d'équité salariale

En vertu de la Loi sur l'équité salariale du Québec, le comité d'équité salariale de a complété le programme distinct d'équité salariale à l'intention des employés représentés par le Syndicat des métallos, section locale 6680.

Compte tenu que vous avez occupé un emploi visé par ce programme, vous recevez par la poste cet avis d'affichage. Vous trouverez ci-joint le deuxième affichage daté du 23 mai 2018. Ce document présente les résultats des deux dernières étapes du programme d'équité salariale.

La Loi prévoit qu'un affichage a une durée de 60 jours; par conséquent ce deuxième affichage sera en vigueur du 23 mai 2018 au 21 juillet 2018. Le deuxième affichage ainsi que tout affichage ultérieur sera accessible sur le site internet du Contrôleur (FTI) à la section **Autres Documents et Avis** à l'adresse suivante : <http://cfcanada.fticonsulting.com/bloomlake/other.htm>

Le Comité d'équité salariale

Nom de l'entreprise : Mines Wabush

**LOI SUR L'ÉQUITÉ SALARIALE
DEUXIÈME AFFICHAGE
PROGRAMME DISTINCT D'ÉQUITÉ SALARIALE**

Nom du groupe : Salariés qui étaient assujettis à la convention collective
entre Mines Wabush et le Syndicat des métallos, section locale 6680

Date de l'affichage : 23 mai 2018

Obligations de l'employeur

En vertu de la Loi sur l'équité salariale, la taille de l'entreprise est de 100 personnes salariées ou plus. Pour se conformer à la Loi, un programme d'équité salariale doit être réalisé par un comité constitué de personnes représentant l'employeur et de personnes représentant les personnes salariées.

Les quatre étapes du programme sont les suivantes :

Étape 1	<i>Identification des catégories d'emplois.</i>
Étape 2	<i>Description de la méthode et des outils d'évaluation des catégories d'emplois et l'élaboration d'une démarche d'évaluation.</i>
Étape 3	<i>Évaluation des catégories d'emplois, leur comparaison, l'estimation des écarts salariaux et le calcul des ajustements salariaux.</i>
Étape 4	<i>Modalités de versement des ajustements salariaux.</i>

L'affichage des étapes 1 et 2 a été effectué le **2 avril 2015**. Une copie est jointe au présent affichage.

Les deux dernières étapes du programme étant maintenant réalisées (**étapes 3 et 4**), le comité doit en afficher les résultats accompagnés d'une copie du premier affichage.

Étape 3 : Évaluation des catégories d'emplois, leur comparaison, l'estimation des écarts salariaux et le calcul des ajustements salariaux

Résultats d'évaluation

L'évaluation a permis de classer les catégories d'emplois à prédominance féminine et masculine selon l'ordre croissant de la valeur obtenue :

Catégories d'emplois (ordre croissant)	Prédominance sexuelle
<i>Commis concierge</i>	<i>Masculine</i>
<i>Caissière</i>	<i>Féminine</i>
<i>Infirmière</i>	<i>Féminine</i>
<i>Dessinateur</i>	<i>Masculine</i>

Description de la méthode d'estimation des écarts salariaux

Pour ce programme, l'estimation des écarts salariaux a été effectuée sur une base globale. Cette méthode consiste à tracer une courbe à partir de la valeur et de la rémunération des catégories masculines et à comparer la rémunération de chacune des catégories à prédominance féminine à cette courbe. Si la rémunération de catégories d'emplois féminines se situe sous la courbe des catégories d'emplois masculines, c'est qu'il y a un écart salarial qui doit être corrigé.

Résultats de l'estimation des écarts salariaux

Catégories d'emplois à prédominance féminine	Montant (\$) de l'ajustement ou avis qu'aucun ajustement salarial n'est requis
Caissière	Aucun ajustement requis
Infirmière	\$ 0,24 / heure

Étape 4 : Modalités de versement des ajustements salariaux

Modalités de versement des ajustements

En vertu de la décision de la Commission de l'équité salariale (maintenant la CNESST) du 15 mai 2014, ces ajustements salariaux sont rétroactifs au **21 novembre 2001**. Les ajustements portent intérêt au taux légal auxquels doit être ajoutée l'indemnité additionnelle applicable en vertu de cette décision.

Le Comité d'équité salariale a été informé qu'en vertu du jugement de la Cour Supérieure du 6 décembre 2017 (No 500-11-048114-157), la *Société ferroviaire et portuaire de Pointe-Noire, s.é.c.* (SFPPN) n'est pas responsable, à quelque titre que ce soit, de quelque réclamation, créance ou dette d'ex-employés de Mines Wabush ou de la CNESST pour des réclamations, créances ou autres obligations de Mines Wabush pour la période antérieure au 8 mars 2016.

Droits

À titre de personne salariée, vous avez 60 jours à compter du premier jour de cet affichage pour demander des renseignements additionnels ou faire des observations. Pour ce faire, vous devez les transmettre par écrit au plus tard le 21 juillet 2018, au :


Comité d'équité salariale (programme distinct des Métallos, section locale 6680)

Par courriel : local6254@globetrotter.net ou mathieu.dionne@sfppn.com

Par courrier postal : Service des ressources humaines
C.P. 878
Sept-Îles (Québec) G4R 4L4

Un nouvel affichage suivra dans un délai de 30 jours suivant le 60^e jour de cet affichage. Ce nouvel affichage précisera les modifications apportées ou indiquera qu'aucune modification n'est nécessaire.

Signatures des membres du Comité d'équité salariale

Nom	Membre du comité	Signature
Lucie Lévesque	Représentante désignée par le syndicat	
Robert Roy	Représentant désigné par le syndicat	
Mathieu Dionne	Représentant de l'employeur	

Mines Wabush

LOI SUR L'ÉQUITÉ SALARIALE PREMIER AFFICHAGE

Nom du groupe : salariés qui étaient assujettis à la convention collective intervenue entre Mines Wabush et le Syndicat des Métallos, section locale 6680

Date de l'affichage : le 2 avril 2015

Objectif de la Loi sur l'équité salariale

L'objectif de la Loi est de corriger les écarts salariaux dus à la discrimination systémique fondée sur le sexe à l'égard des personnes qui occupent des emplois dans des catégories d'emplois à prédominance féminine dans l'entreprise.

Pour ce faire, l'employeur dont l'entreprise compte 10 personnes salariées ou plus doit réaliser un exercice d'équité salariale.

Qu'est-ce que l'équité salariale?

L'équité salariale, c'est un salaire égal pour un travail équivalent. Ainsi, les personnes qui occupent un emploi dans une catégorie d'emplois à prédominance féminine et qui accomplissent un travail différent, mais de valeur équivalente à celui d'une ou de plusieurs catégories d'emplois à prédominance masculine présentes dans l'entreprise, devraient recevoir la même rémunération.

Pour ce faire, tant les caractéristiques du travail féminin que celles du travail masculin doivent être reconnues.

Obligations de l'employeur

En vertu de la Loi sur l'équité salariale, il a été déterminé que la taille de l'entreprise était de 100 salariés et plus pour la période de référence considérée.

Pour se conformer à la Loi et suite à la demande du Syndicat des Métallos pour un programme distinct, le programme d'équité salariale doit être réalisé par un comité constitué de personnes représentant l'employeur et le syndicat.

Les membres du comité sont :

Nom	Partie représentée
Marthe Brodeur	Employeur
Lucie Lévesque Robert Roy	Syndicat

Les données utilisées pour réaliser ce programme d'équité salariale sont celles du **19 mai 2003**.

Un programme d'équité salariale doit contenir les quatre étapes suivantes :

Étape 1	Identification des catégories d'emplois et la détermination de leur prédominance.
Étape 2	Description de la méthode et des outils d'évaluation des catégories d'emplois et l'élaboration d'une démarche d'évaluation.
Étape 3	Évaluation des catégories d'emplois, leur comparaison, l'estimation des écarts salariaux et le calcul des ajustements salariaux.
Étape 4	Modalités de versement des ajustements salariaux.

Lorsque les deux premières étapes du programme sont complétées, l'employeur doit en afficher les résultats.

Étape 1 : Identification des catégories d'emplois et détermination de leur prédominance sexuelle

Le tableau à l'**Annexe 1** présente les catégories d'emplois faisant partie du programme et leur prédominance.

Une catégorie d'emplois est considérée masculine ou féminine dans l'un ou l'autre des cas suivants :

- **stéréotype occupationnel;**
- **au moins 60 % des titulaires sont des hommes ou des femmes;**
- **écart significatif du taux de représentation des hommes ou des femmes dans la catégorie et leur taux dans l'effectif total;**
- **l'évolution historique du taux de représentation des hommes ou des femmes dans la catégorie.**

Étape 2 : Description de la méthode, de l'outil et élaboration de la démarche d'évaluation des catégories d'emplois à prédominance sexuelle

- La valeur relative des catégories d'emplois à prédominance masculine et féminine sera évaluée à l'aide d'une **méthode par points et facteurs**. Cette méthode consiste à attribuer un pointage pour chaque facteur d'évaluation. La somme de ces pointages permet d'attribuer une valeur relative à chacune des catégories d'emplois.
- Le tableau suivant présente les facteurs prescrits par la Loi sur l'équité salariale. L'**outil d'évaluation** qui sera utilisé divise ces facteurs en sous-facteurs pour rendre plus objectif le travail d'évaluation :

Facteur	Sous-facteur
Qualifications requises	<ul style="list-style-type: none">FormationExpérienceDextérité et coordinationConnaissance de l'anglaisConnaissance informatique
Responsabilités assumées	<ul style="list-style-type: none">ImputabilitéCommunicationsSupervision
Efforts requis	<ul style="list-style-type: none">Efforts intellectuelConcentration et attention sensoriellesEfforts physiques
Conditions dans lesquelles le travail est effectué	<ul style="list-style-type: none">Inconvénients et risques inhérents

- La **démarche d'évaluation** comprend les étapes suivantes :
 - cueillette d'information* sur les catégories d'emplois à prédominance masculine et féminine (descriptifs reflétant la situation au 19 mai 2003, validés par le syndicat et l'employeur)
 - évaluation* des catégories d'emplois en ayant recours à l'outil décrit ci-dessus.

Droits

Les salariés ont 60 jours à compter du premier jour de cet affichage pour demander des renseignements additionnels ou faire des observations. Pour ce faire, ils doivent les **transmettre par écrit, électroniquement ou par la poste, au plus tard le 1^{er} juin 2015** au :

*Service des ressources humaines
a/s Comité d'équité salariale (programme distinct des Métallos, section locale 6680)*

*courriel : nadine.girard@cliffsnr.com
télécopieur : 418 962-0227
adresse postale : CP 878
 Sept-Îles (Québec) G4R 4L4*

Dans un délai de 30 jours suivant le 60^e jour de cet affichage, soit au plus tard le **1^{er} juillet 2015**, le comité doit procéder à un nouvel affichage en précisant les modifications apportées ou en indiquant qu'aucune modification n'est nécessaire.

Pour obtenir plus d'information sur la Loi sur l'équité salariale, les obligations qu'elle comporte et les recours qu'elle prévoit, communiquez avec la Commission de l'équité salariale ou visitez son site Web :

Commission de l'équité salariale

200, chemin Sainte-Foy, 4^e étage
Québec (Québec) G1R 6A1
Téléphone : 418 528-8765 ou, sans frais, 1 888 528-8765
Site Web : www.ces.gouv.qc.ca

Annexe 1

Catégories d'emplois au 19 mai 2003

Catégories d'emplois	Prédominance
Caissière	Féminine
Commis aux comptes payables	Aucune (neutre)
Commis concierge	Masculine
Dessinateur	Masculine
Infirmière	Féminine

PIÈCE P-4

ANNEXE H

PREUVE DE RÉCLAMATION POUR LES RÉCLAMATIONS ET LES RÉCLAMATIONS DE RESTRUCTURATION À L'ENCONTRE DES PARTIES LACC BLOOM LAKE ET/OU DES PARTIES LACC WABUSH

Les « **Parties LACC Bloom Lake** » sont les suivantes : Les « **Parties LACC Wabush** » sont les suivantes :

Commandité Bloom Lake Limitée
Quinto Mining Corporation
856839 Canada Limited
Cliffs Québec Mine de Fer ULC
Bloom Lake Railway Company Limited
Société en commandite mine de fer du Lac Bloom

Wabush Iron Co. Limited
Les Ressources Wabush Inc.
Mines Wabush
Compagnie de chemin de fer Arnaud
Wabush Lake Railway Company Limited

(Les Parties LACC Bloom Lake et les Parties LACC Wabush constituent collectivement les « **Parties LACC** »)

Veillez lire attentivement la Lettre d'instructions ci-jointe avant de remplir la Preuve de Réclamation. Les termes en majuscules qui ne sont pas définis dans le présent formulaire de Preuve de Réclamation ou dans la Lettre d'instructions ci-jointe ont le sens qui leur a été attribué dans l'Ordonnance sur la Procédure de Réclamations datée du 5 novembre 2015, telle qu'amendée le 16 novembre 2015, et telle qu'elle pourra être de nouveau amendée, modifiée, mise à jour ou complétée à l'occasion. Il est possible de consulter un exemplaire de l'Ordonnance sur la Procédure de Réclamations sur le Site Web du Contrôleur à l'adresse suivante : <http://cfcanda.fticonsulting.com/bloomlake/>

Renseignements à l'égard du Créancier :

Veillez fournir les renseignements suivants :

Nom légal du Créancier :	Lucie Levesque
Faisant affaire sous la dénomination sociale de :	Syndicat des Métallos, section locale 6254
Conseiller juridique ou Représentant (le cas échéant) :	Philion Leblanc Beaudry, avocats s.a.
Adresse :	
Numéro et rue (ligne 1)	565, boulevard Crémazie Est, bureau 5400
Numéro et rue (ligne 2)	
Ville	Montréal
Province / État	Québec
Code postal / Code zip	H2M 2V6
Pays	Canada
Numéro de téléphone (y compris l'indicatif régional) :	514-387-3538
Courriel :	dboudreault@plba.ca
À l'attention de (personne-ressource) :	Me Daniel Boudreault

Preuve de Réclamation (autre qu'une Réclamation de restructuration) :

Je, Nicolas Lapierre (nom du Créancier qui est un individu ou du Représentant d'un Créancier qui est une société), de Sept-Îles, Québec (ville, province ou État) atteste par les présentes ce qui suit :

Je suis un Créancier; OU

suis le Coordonnateur régional (poste ou fonction) de Syndicat des Métallos (nom du Créancier); et

j'ai connaissance de toutes les circonstances liées à la Réclamation mentionnée ci-après :

Nom de la Partie LACC	Monnaie (\$ CA, \$ US, etc.) [1]	Montant de la Réclamation non-garantie [2]	Montant de la Réclamation garantie [3]	Renseignements relatifs à la sûreté (Réclamation garantie SEULEMENT), par ex. hypothèque ou entente de sûreté générale, etc. [4]
Parties LACC Bloom Lake				
Cliffs Québec Mine de Fer ULC		\$	\$	
Société en commandite mine de fer du Lac Bloom		\$	\$	
Commandité Bloom Lake Limitée		\$	\$	
Quinto Mining Corporation		\$	\$	
8568391 Canada Limited		\$	\$	
Bloom Lake Railway Company Limited		\$	\$	
Parties LACC Wabush				
Mines Wabush	\$ CA	8 845,67 \$	57,67 \$	Priorité 6(5) LACC
Wabush Iron Co. Limited		\$	\$	
Les Ressources Wabush Inc.		\$	\$	
Compagnie de chemin de fer Arnaud		\$	\$	
Wabush Lake Railway Company Limited		\$	\$	

Notes :

[1] Les Réclamations libellées dans une autre monnaie que le dollar canadien seront converties en dollars canadiens au taux de change au comptant à midi de la Banque du Canada à la Date de détermination (le 27 janvier 2015 pour les Parties LACC Bloom Lake et le 20 mai 2015 pour les Parties LACC Wabush).

[2] Une Réclamation est dite « non-garantie » si aucun des actifs des Parties LACC n'est grevé d'une sûreté ou autrement affecté à titre de garantie.

[3] Une Réclamation est dite « garantie » si certains actifs de l'une ou l'autre des Parties LACC ont été grevés d'une sûreté ou font l'objet d'une garantie en vertu d'une disposition statutaire ou d'une entente.

[4] Veuillez fournir l'ensemble des renseignements ayant trait à la sûreté, incluant la date à laquelle elle a été consentie, et inclure une copie des documents relatifs à celle-ci – Voir Renseignements sur la ou les Réclamation(s) ci-dessous.

Preuve de Réclamation à l'égard d'une Réclamation de restructuration :

Je, _____ (nom du Créancier qui est un individu ou du Représentant d'un Créancier qui est une société), de _____ (ville, province ou État) atteste par les présentes ce qui suit :

Je suis un Créancier; OU

suis le _____ (poste ou fonction) de _____ (nom du Créancier); et

j'ai connaissance de toutes les circonstances liées à la Réclamation mentionnée ci-après :

Liste des documents au soutien de la ou des Réclamations inscrite dans les tableaux ci-dessus (veuillez joindre tous les documents au présent formulaire de Preuve de Réclamation) :

Pièce jointe 1 (description) : Justification de l'ajustement salarial estimé

Pièce jointe 2 (description) : Détail des calculs pour l'ensemble de la période

Pièce jointe 3 (description) : _____

Pièce jointe 4 (description) : _____

Pièce jointe 5 (description) : _____

[S'il y a plus de 5 pièces jointes, veuillez joindre une liste distincte à part]

FAIT le 4 juin _____ 2018
~~2015.~~

Landis Levesque
Témoin :

Par : 

Nom du Créancier en lettres mpulées :
Lucie Levesque - Syndicat des Métallos, section locale 6254

Si le Créancier n'est pas un individu, veuillez indiquer le nom et la fonction du signataire autorisé

Nom : Nicolas Lapierre

Fonction : Coordonnateur régional

Dépôt des Réclamations :

Une Preuve de Réclamation (autre que pour une Réclamation de restructuration) **doit être reçue par le Contrôleur au plus tard à 17 h (heure de l'Est en vigueur) le 18 décembre 2015, ou à une date ultérieure pouvant être ordonnée par la Cour (la « Date limite des Réclamations »).**

Une **Preuve de Réclamation à l'égard d'une Réclamation de restructuration** doit être reçue par le Contrôleur au plus tard à la plus tardive des dates suivantes à survenir : **a)** la Date limite des Réclamations; et **b)** 17 h le 21^e jour suivant soit (i) la date de la prise d'effet de l'Avis de Résiliation applicable, (ii) l'Ordonnance de la Cour tranchant une contestation de cet Avis de Résiliation aux termes de l'alinéa 32(5)(b) de la LACC, ou (iii) la date de l'évènement donnant lieu à la Réclamation de restructuration; ou **c)** toute date ultérieure pouvant être ordonnée par la Cour (la « **Date limite des Réclamations de restructuration** »).

SI VOUS OMETTEZ DE DÉPOSER VOTRE PREUVE DE RÉCLAMATION AVANT LA DATE LIMITE DES RÉCLAMATIONS, VOTRE RÉCLAMATION SERA IRRECEVABLE ET IRRÉVOCABLEMENT ÉTEINTE ET IL VOUS SERA INTERDIT DE FAIRE VALOIR UNE RÉCLAMATION À L'ENCONTRE DES PARTIES LACC.

Les Preuves de Réclamation doivent être envoyées par courriel au Contrôleur à l'adresse applicable indiquée ci-après.

Créanciers des Parties LACC Bloom Lake
bloomlake@fticonsulting.com

Créanciers des Parties LACC Wabush
wabush@fticonsulting.com

L'objet de votre courriel doit être « Preuve de Réclamation – [nom légal du Créancier] », et le protocole de désignation des fichiers suivant doit être utilisé pour toutes pièces jointes au courriel :

Pour une Preuve de Réclamation : **Preuve_de_Réclamation_[nom légal du Créancier].pdf**

Pour les annexes à l'appui (si elles ne sont pas déjà incluses dans la Preuve de Réclamation) : **Preuve_de_Réclamation_[nom légal du Créancier]_annexe [x de y].pdf**

Si vous êtes incapable de soumettre une Preuve de Réclamation par courriel ou ne souhaitez pas utiliser ce mode de communication, vous pouvez transmettre votre Preuve de Réclamation par courrier recommandé affranchi, en mains propres ou par service de messagerie à l'adresse suivante :

FTI Consulting Canada Inc., en sa qualité de Contrôleur des Parties LACC [Bloom Lake ou Wabush]

79 Wellington Street West
 TD Waterhouse Tower, Suite 2010
 PO Box 104
 Toronto (Ontario) M5K 1G8
 À l'attention de : Steven Bissell

Pièce jointe 1

Centre Webstat CALCULATEUR 006410 Su.abb

DOSSIER >	DATE et HEURE	Logo	2018-04-09 21:05	Avec un max. des points		AVANTAGES À INCLURE		7	7	8	3	4	5	5	5	5	5	5	5	
				REVENU TOTAL	POINTS	N. FEMMES	N. HOMMES													REVENU
MO:																				
1																				
2																				
3																				
4																				

ESTIMATION DES ÉCARTS

DATE> 09-avr-18 HEURE> 21:21:45		Base globale courbe à courbe (c) METHODE Base globale 2 Base individuelle Proportionale (P) ou hybride (H) ▼ h		Base globale Nombre de versements > 1 Total: = oui 0 N = non 1 U 1 O 1 Estimation totale par période 0,240 \$ Employé(s) 1 Employé(s) 1	
DOSSIER> Cifis Webush Masquer Estimation globale Estimation individuelle →		Courbe linéaire Nombre de versements > 1 N.OBSERV.> B > A > Afficher à nouveau les 2 méthodes →		Estimation totale \$ 0,2403 \$ Estimation par période % 0,934% Estimation totale par période \$ 0,2403 \$ Estimation par période % 0,934%	
EMPLOIS A PRÉDOMINANCE FÉMININE		3* MAX. N. TOTAL POINTS 24,870 \$ 1 238 25,720 \$ 1 332		Estimation coût total \$ Estimation totale % Estimation totale \$ 0,2403 \$ Estimation par période \$ 0,2403 \$	
NO:	TITRE	N. SAL. \$	N. SAL. \$	Estimation totale par période \$	Estimation par période %
2	Cassière	22,887 \$	22,887 \$		
4	Infirmière	25,860 \$	25,860 \$		



DATE> 09-04-18
 HEURE> 21:22:46
 DOSSIER> Clifs Wabush

Base globale courbe à courbe (C)
 Courbe linéaire
 Nombre de versements > 1

Base individuelle
 N.OBSERV > 1
 Base individuelle Proportionnelle (P) ou hyperie (H)
 B > h
 A >

Masquer Estimation globale Estimation individuelle
 EMPLOIS À PRÉDOMINANCE FÉMININE
 Afficher à nouveau les 2 méthodes

NO:	TITRE	"S" MAX	N. TOTAL	POINTS	MASSE ACT.	N. SAL \$	Estimation totale %		Estimation par période \$		Estimation totale par période \$
							Estimation totale \$	Estimation par période %	Estimation totale \$	Estimation par période %	
2	Calsaire	24,87\$	1	238	24,87\$	22,897 \$					
4	Infirmière	25,72\$	1	332	25,72\$	25,960 \$	0,934%	0,2403 \$	0,934%	0,2403 \$	0,2403 \$



DATE> 09-avr-18
 HEURE> 21:23:36
 DOSSIER> CIRIS Wabush

Courbe linéaire
 Nombre de versements > 1

Base globale courbe à courbe (C)
 N.OBSERV > 1
 B > A > P

Base individuelle
 Nombre de versements > 1
 Total: oui / non
 O

Masquer Estimation globale Estimation individuelle ⇒

EMPLOIS À PRÉDOMINANCE FÉMININE

NO:	TITRE	"\$" MAX.	N. TOTAL	POINTS	MASSE ACT.	N. SAL. \$
2	Caissière	24,875	1	238	24,870 \$	24,641 \$
4	Infirmière	25,725	1	332	25,720 \$	25,972 \$

Estimation totale \$	Estimation totale %	Estimation coût total \$	Estimation par période \$	Estimation par période %	Estimation totale par période \$

Employé(s)	Employé(s)	Estimation totale par période \$

Pièce jointe 2

Période	Capital	Intérêts	
Nov 2001 à Oct 2002	499,82	328,17	
Nov 2002 à Oct 2003	499,82	303,18	
Nov 2003 à Oct 2004	499,82	278,14	
Nov 2004 à Oct 2005	499,82	253,20	
Nov 2005 à Oct 2006	499,82	228,21	
Nov 2006 à Oct 2007	499,82	203,21	
Nov 2007 à Oct 2008	499,82	178,17	
Nov 2008 à Oct 2009	499,82	153,23	
Nov 2009 à Oct 2010	499,82	128,24	
Nov 2010 à Oct 2011	499,82	103,25	
Nov 2011 à Oct 2012	499,82	78,21	
Nov 2012 à Oct 2013	499,82	53,27	
Nov 2013 à Oct 2014	499,82	28,28	
Nov 2014 à Déc 2014	86,51	2,36	
Total	6584,22	2319,12	8903,34

Superprioritaire	Ordinaire
57,67	8845,67

COUR SUPÉRIEURE
District de Montréal

**DANS L'AFFAIRE DE LA LOI SUR LES ARRANGEMENTS AVEC LES CRÉANCIERS DES COMPAGNIES, L.R.C. 1985, CH. C-36, TELLE QU'AMENDÉE :
BLOOM LAKE GENERAL PARTNER LIMITED,
ET ALS**

Débitrices

Et

**SOCIÉTÉ EN COMMANDITE MINE DE FER DU
LAC BLOOM, ET ALS**

Mises en cause

et

FTI CONSULTING CANADA INC.

Contrôleur

et

SYNDICAT DES MÉTALLOS S.L. 6254 ET AL.

Requérant - Mis en cause

**REQUÊTE POUR PERMISSION DE PRODUIRE
UNE PREUVE DE RÉCLAMATIONS HORS
DÉLAI** (Articles 10 et 11 de la *Loi sur les arrangements avec les créanciers des compagnies*). **LISTE DES PIÈCES ET PIÈCES P-1 A P-4 INCLUSIVEMENT**

ORIGINAL

N/d : 0026-8157/DB Me Daniel Boudreault
dboudreault@plba.ca



PHILION LEBLANC BEAUDRY
AVOCATS s.à.

565, boul. Crémazie est
Bureau 5400

Montréal (Québec) H2M 2V6

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

Code juridique : BM-2719
