



No. S-224444
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,

R.S.C. 1985, C. C-36, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN
DEHUA INTERNATIONAL MINES GROUP INC.

PETITIONERS

**ORDER MADE AFTER APPLICATION
(CLAIMS PROCESS ORDER)**

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BEFORE)	THE HONOURABLE JUSTICE WALKER)	June 28, 2022
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ON THE APPLICATION of the Petitioner coming on for hearing at 800 Smithe Street, Vancouver, BC V6Z 2E1 on June 28, 2022 and on hearing Colin D. Brousson and Jeffrey D. Bradshaw, counsel for the Petitioner and those other counsel listed on **Schedule "A"** hereto; AND UPON READING the material filed herein; AND UPON READING the material filed, including the Second Report of the Monitor dated June 24, 2022; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules and the inherent jurisdiction of this Honourable Court;

THIS COURT ORDERS that:

1. Unless otherwise stated herein, capitalized terms in this Claims Process Order shall have the meanings ascribed to them in **Schedule "B"** hereof.

2. The time for service and filing of the Notice of Application is hereby abridged and validated such that this Notice of Application is properly returnable today and hereby dispenses with further service thereof.

NOTICE OF CLAIMS PROCESS

3. Forthwith after the date of this Claims Process Order, and in any event within eight (8) Business Days following the date of this Claims Process Order, the Monitor shall cause a Claims Package to be sent, in accordance with paragraph 10 of this Claims Process Order, to each Creditor with a Claim as evidenced by the books and records of the Petitioner.
4. Forthwith after the date of this Claims Process Order, and in any event within five (5) Business Days following the date of this Claims Process Order, the Monitor shall cause the Newspaper Notice of Claims Process to be published in one Canadian national newspaper for one Business Day.
5. Forthwith after the date of this Claims Process Order, and in any event within two (2) Business Days following the date of this Claims Process Order, the Monitor shall post on the Monitor's Website copies of this Claims Process Order, the Claims Process Instruction Letter, a blank Proof of Claim form, a blank Notice of Dispute form, and the Newspaper Notice of Claims Process.
6. To the extent that any Creditor requests documents relating to the Claims Process prior to the Claims Bar Date, the Monitor shall forthwith cause a Claims Package to be sent to such Creditor or direct the Creditor to the documents posted on the Monitor's Website, and otherwise respond to any request relating to the Claims Process as may be appropriate in the circumstances.

NOTICE SUFFICIENT

7. Each of the:
 - (a) Claims Process Instruction Letter attached as **Schedule "C"**;
 - (b) Proof of Claim form attached as **Schedule "D"**;
 - (c) Notice of Revision or Disallowance attached as **Schedule "E"**;

(d) Notice of Dispute attached as **Schedule "F"**; and

(e) Newspaper Notice of Claims Process attached as **Schedule "G"**.

are hereby approved in substantially the forms attached. Despite the foregoing, the Monitor may, from time to time and with the consent of the Petitioner, make minor changes to such forms as the Monitor considers necessary or desirable.

8. Publication of the Newspaper Notice of Claims Process, the sending to the Creditors of the Claims Package in accordance with this Claims Process Order, and completion of the other requirements of this Claims Process Order, shall constitute good and sufficient service and delivery of notice of this Claims Process Order, the Claims Process, and the Claims Bar Date on all Persons who may be entitled to receive notice thereof or of these proceedings and who may wish to assert a Claim, or who may wish to appear in these proceedings. 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 Process Order or the Claims Process.
9. The accidental failure to transmit or deliver the Claims Package by the Monitor in accordance with this Claims Process Order or the non-receipt of such materials by any Person entitled to delivery of such materials shall not invalidate the Claims Bar Date.

SERVICE

10. The Petitioner and the Monitor may, unless otherwise specified by this Claims Process Order, serve and deliver any letters, notices or other documents to Creditors or any other Person by forwarding copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to such Persons at their respective addresses or contact information as last shown on the records of the Petitioner or set out in a Proof of Claim. Any such service and delivery shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within British Columbia, the fifth Business Day after mailing within Canada (other than within British Columbia), and the seventh Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic transmission, by 5:00 p.m. on a Business Day, on such Business Day and if delivered

after 5:00 p.m. on a Business Day or other than on a Business Day, on the following Business Day.

11. Any Proof of Claim, Notice of Dispute or other notice or communication required to be provided or delivered by a Creditor to the Monitor or the Petitioner under this Claims Process Order shall be in writing in substantially the form, if any, provided for in this Claims Process Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:

FTI Consulting Canada Inc.
Court-appointed Monitor of Canadian Dehua International Mines Group Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attention: Craig Munro and Hailey Liu

Email: Craig.Munro@fticonsulting.com
Hailey.Liu@fticonsulting.com

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

12. If, during any period in which notice or other communications are being given or sent pursuant to this Claims Process Order, a postal strike or postal work stoppage of general application should occur, such notice or other communications sent by ordinary or prepaid registered mail and then not received shall not, absent further Order, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Process Order.
13. In the event this Claims Process Order is later amended by further Order, the Monitor shall post such further Order on the Monitor's Website and the Petitioner or the Monitor may serve such further Order on the Service List and such posting and service (if any) shall constitute adequate notice to Creditors of the amendments made.

CLAIMS PROCESS

14. The Claims Process, including the Claims Bar Date, is hereby approved.
15. The Petitioner and the Monitor are hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed, executed and delivered and the time by which they are submitted, and may, where they are satisfied that a Claim has been adequately proven waive strict compliance with the requirements of this Claims Process Order. The Petitioner and the Monitor may request any further documentation from a Creditor that the Petitioner or the Monitor may require to enable them to determine the validity of a Claim.
16. Any Claims denominated in a currency other than Canadian Dollars shall be converted into Canadian Dollars at the applicable Bank of Canada exchange rates published on the Filing Date.
17. Copies of all forms delivered by or to a Creditor and determination of Claims by the Monitor, the Petitioner or the Court, as the case may be, shall be maintained by the Monitor and, subject to further order of the Court, such Creditor shall be entitled to have access thereto by appointment during normal business hours on written request to the Petitioner and the Monitor.

MONITOR'S ROLE IN CLAIMS PROCESS

18. The Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, as amended and restated, with the assistance of the Petitioner, shall implement and administer the Claims Process, including the determination of Claims of Creditors and the referral of any Claim to the Court as requested by the Petitioner or a Creditor from time to time, and is hereby directed and empowered to take such other actions and fulfill such other roles as are contemplated by this Claims Process Order.

FILING PROOFS OF CLAIM

19. Any Creditor who wishes to assert a Claim against the Petitioner shall file a Proof of Claim with the Monitor in the manner set out in paragraph 11 hereof so that the Proof of Claim is received by the Monitor by no later than the Claims Bar Date.
20. The Creditor, Canadian Kailuan Dehua Mines Co., Ltd. ("CKD"), shall not be required to file a Proof of Claim on the timelines as set out herein, but shall forthwith, but no later than July 22, 2022, provide to the Monitor and the Petitioner details of their Claim including, the maximum amount of its Claim and the components or elements of its Claim against the Petitioner.
21. CKD shall forthwith deliver a copy of the 2014 report of Ernst & Young relating to the Claim of CKD against the Petitioner to the Monitor, the Petitioner, and Shougang International Trade and Engineering Corporation and such parties will keep such report as confidential.
22. Any Person that does not file a Proof of Claim as provided for in paragraph 19 hereof so that such Proof of Claim is received by the Monitor on or before the Claims Bar Date, or such later date as the Monitor, with the prior written consent of the Petitioner, may agree to in writing or the Court may otherwise direct, shall:
 - (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against the Petitioner and all such Claims shall be forever extinguished;
 - (b) not be permitted to vote on any Plan on account of any such Claim;
 - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the Petitioner's assets, or otherwise on account of any such Claim;
 - (d) not be entitled to receive any further notice in respect of the Claims Process; and
 - (e) the Monitor shall not be obligated to issue a Notice of Revision or Disallowance in respect of a Proof of Claim received after the Claims Bar Date.

23. Notwithstanding anything contained in this Claims Process Order, Unaffected Claims and Claims that cannot be compromised as identified in sections 5.1(2) and 19(2) of the CCAA shall not be extinguished or otherwise affected by this Claims Process Order and, for greater certainty, paragraph 20 shall not apply to such claims.

ADJUDICATION OF CLAIMS

24. Upon request, the Monitor shall provide the Petitioner's counsel with copies of any Proofs of Claim and any other documents delivered to the Monitor pursuant to the Claims Process.
25. The Petitioner and the Monitor shall review all Proofs of Claim received and the Monitor, in consultation with the Petitioner, shall accept, revise or disallow each Claim as set out therein provided. If the Monitor, after consultation with the Petitioner, wishes to revise or disallow a Claim, the Monitor shall send such Creditor a Notice of Revision or Disallowance advising that the Creditor's Claim as set out in its Proof of Claim has been revised or disallowed and the reasons therefor. If the Monitor does not send a Notice of Revision or Disallowance to a Creditor, the Claim as set out in the applicable Proof of Claim shall be a Proven Claim. Unless otherwise agreed to by the Monitor, the Petitioner with the consent of the Monitor, or ordered by the Court, all Claims set out in Proofs of Claim that are filed after the Claims Bar Date, are deemed to be disallowed, and the Petitioner and the Monitor need not deliver a Notice of Revision or Disallowance in respect of such Claim.
26. Any Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 23 of this Claims Process Order and who wishes to dispute such Notice of Revision or Disallowance must, within ten (10) days after the date of the applicable Notice of Revision or Disallowance or such other date as may be agreed to by the Monitor or the Petitioner with the consent of the Monitor, deliver a completed Notice of Dispute to the Monitor.
27. If a Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 23 hereof fails to deliver a Notice of Dispute within the time limits set forth in paragraph 24 hereof, then the Proven Claim of such Creditor, if any, shall be as set out in the applicable Notice of Revision or Disallowance.

28. The Claims Bar Date, and the amount and status of every Proven Claim as determined under the Claims Process, including any determination as to the nature, amount, value, priority or validity of any Claim, shall be final for all purposes including in respect of the Plan and voting thereon (unless otherwise provided for in any subsequent Order), and for any distribution made to Creditors of the Petitioner, whether in these CCAA Proceedings or in any of the proceedings authorized by this Court or permitted by statute, including a receivership proceeding or a bankruptcy affecting the Petitioner.
29. Notwithstanding anything to the contrary herein, the Monitor may at any time:
- (a) refer a Claim for resolution to the Court for any purpose where in the Monitor's discretion, in consultation with the Petitioner, such a referral is preferable or necessary for the resolution or valuation of the Claim;
 - (b) in writing, accept the amount of a Claim for voting purposes without prejudice to the right of the Petitioner or any affected Officer to later contest the validity or amount of the Claim;
 - (c) with the consent of the Petitioner, in writing, settle and resolve any Disputed Claims;
 - (d) set down an application before the Court to resolve a Claim wherein a Creditor has properly issued a Notice of Dispute under paragraph 24 hereof, whereby the Court will hear the application as a hearing *de novo*.

NOTICE OF TRANSFEREES

30. If the holder of a Claim has transferred or assigned the whole of such Claim to another Person, neither the Monitor nor the Petitioner shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual written notice of such transfer or assignment, together with satisfactory evidence of such transfer or assignment, has been received and acknowledged in writing by the Petitioner and the Monitor on or before 5:00 p.m. (Vancouver time) on the date that is seven (7) days prior to the date of the Meeting. Subject to further order of the Court, any transferee or assignee of a Claim: (i) shall for the purposes of the Claims Process be bound by any notices given or steps taken in respect of such Claim in accordance with the Claims Process prior to receipt and acknowledgement by the

Petitioner and the Monitor of satisfactory evidence of such transfer or assignment; (ii) takes the Claim subject to any defences or rights which the Petitioner may have in respect thereof including any right of setoff to which the Petitioner may be entitled. For greater certainty: (i) a transferee or assignee of a Claim is not entitled to set off, apply, merge, consolidate or combine any Claims assigned or transferred to it against or on account or in reduction of any amounts owing by such Person to the Petitioner; and (ii) Claims acquired by a transferee or assignee will not merge, consolidate or combine with any of the transferee's or assignee's other Claims.

31. Reference to a transfer or assignment in this Claims Process Order includes a transfer or assignment whether absolute or intended as security.

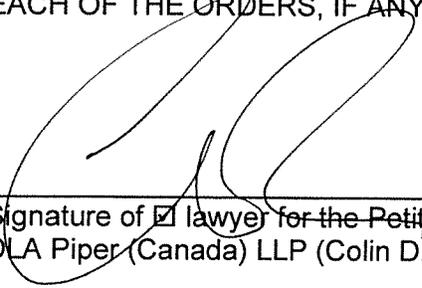
GENERAL

32. THIS COURT REQUESTS the aid and recognition of other Canadian and foreign Courts, tribunals, regulatory or administrative bodies to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Process Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioner and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Claims Process Order.
33. The Monitor: (i) in carrying out its obligations under this Claims Process Order, shall have all of the protections given to it by the CCAA and the Initial Order or any other Order, or as an officer of this Court, including the stay of proceedings in its favour, (ii) shall incur no liability or obligation as a result of the carrying out of its obligations under this Claims Process Order, save and except in the event of any gross negligence or wilful misconduct on the part of the Monitor, (iii) shall be entitled to rely on the books and records of the Petitioner, and any information provided by the Petitioner, all without independent investigations, and (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.
34. Subject to further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provision of the Plan and this Claims Process Order, the terms, conditions and provision of the Plan shall govern and be paramount, and any such provision of this Claims Process Order shall be deemed to be amended to

the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

35. The Petitioner and the Monitor may apply to this Court from time to time for directions from the Court with respect to this Claims Process Order and the Claims Process, or for such further Order or Orders as either of them may consider necessary or desirable to amend, supplement or replace this Claims Process Order, including the schedules to this Claims Process Order.
36. Endorsement of this Claims Process Order by counsel appearing on this application, other than counsel for the Petitioner, is hereby dispensed with.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for the Petitioner
DLA Piper (Canada) LLP (Colin D. Brousson)

BY THE COURT



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SCHEDULE "A"

NAME OF COUNSEL	PARTY REPRESENTING
Jordan Schultz and Eamonn Watson	China Shougang International Trade & Engineering Corporation
David Gruber and Devon A. Luca	The Monitor, FTI Consulting Canada Inc.
Kibben Jackson and Mihai Tomos	Canadian Kailuan Dehua Mines Co., Ltd.

SCHEDULE "B"

DEFINITIONS

1. "**Affected Creditor**" has the meaning ascribed to it in the Plan;
2. "**ARIO**" means the Amended and Restated Initial Order made June 9, 2022, in the CCAA Proceedings, as may be amended and extended from time to time;
3. "**Business Day**" means any day other than a Saturday, Sunday or a day on which banks in Vancouver, British Columbia are authorized or obligated by applicable law to close or otherwise are generally closed;
4. "**CCAA**" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
5. "**CCAA Charges**" means, collectively, the Administration Charge, the Interim Lender's Charge and the D&O Charge (as such terms are defined in the ARIO) and any other charge over the Petitioner's assets created by any other Order;
6. "**CCAA Proceedings**" means the proceedings commenced by the Petitioner under the CCAA on the Filing Date in Supreme Court of British Columbia Action No. S-224444, Vancouver Registry;
7. "**Claim**" means any Pre-Filing Claim, that is not yet a Proven Claim;
8. "**Claims Bar Date**" means 5:00 p.m. (Vancouver time) on August 15, 2022, or such other date as may be ordered by the Court;
9. "**Claims Package**" means the document package which shall include copies of: (i) the Claims Process Instruction Letter; and (ii) a blank Proof of Claim form;
10. "**Claims Process**" means the call for and determination of Claims to be undertaken and administered by the Monitor and the Petitioner pursuant to the terms of this Claims Process Order;
11. "**Claims Process Instruction Letter**" means the letter explaining how to complete a Proof of Claim;
12. "**Court**" means the Supreme Court of British Columbia;
13. "**Creditor**" means any Person having a Claim and includes, without limitation, the transferee or assignee of a transferred or assigned Claim that is recognized as a Creditor in accordance with paragraph 28 of this Claims Process Order, or a trustee, liquidator, receiver, manager, or other Person acting on behalf of such Person;

14. **"Disputed Claim"** means a Claim which has not been determined to be a Proven Claim in accordance with the process set forth in this Claims Process Order;
15. **"Filing Date"** means June 3, 2022;
16. **"includes"** means includes, without limitation, and **"including"** means including, without limitation;
17. **"Meeting"** means the meeting of Affected Creditors held for the purpose of considering and voting on the Plan pursuant to the CCAA, and includes any adjournment, postponement or other rescheduling of such meeting;
18. **"Monitor"** means FTI Consulting Canada Inc. in its capacity as Court-appointed Monitor of the Petitioner pursuant to the ARIO;
19. **"Monitor's Website"** means the Monitor's website located at <http://cfcanada.fticonsulting.com/CanadianDehualInternational/>;
20. **"Newspaper Notice of Claims Process"** means the notice of the Claims Process to be published in accordance with paragraph 4 of this Claims Process Order, calling for any and all Claims of Creditors, which shall be substantially in the form attached hereto as Schedule "G";
21. **"Notice of Dispute"** means the notice that may be delivered by a Creditor who has received a Notice of Revision or Disallowance disputing such Notice of Revision or Disallowance;
22. **"Notice of Revision or Disallowance"** means the notice that may be delivered by the Monitor to a Creditor advising that the Monitor, in consultation with the Petitioner, has revised or disallowed in whole or in part such Creditor's Claim as set out in its Proof of Claim;
23. **"Order"** means an order of the Court made in these CCAA Proceedings;
24. **"Person"** means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;
25. **"Plan"** means a plan of compromise, arrangement and reorganization of the Petitioner under the CCAA;
26. **"Post-Filing Claim"** means any claim of any Person that may be asserted or made in whole or in part against the Petitioner in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the

Filing Date and any interest thereon, including any obligation of the Petitioner to Persons who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioner on or after the Filing Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or advancement of funds on or after the Filing Date;

27. **"Pre-Filing Claim"** means any right or claim of any Person that may be asserted or made in whole or in part against the Petitioner, 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 Filing Date, at law or in equity, including by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against the Petitioner or its property or assets, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any 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 in bankruptcy had the Petitioner become bankrupt on the Filing Date, and for greater certainty, includes Tax Claims; provided, however, that "Pre-Filing Claim" shall not include an Unaffected Claim or any Claim which is not a "claim" as defined in the CCAA;
28. **"Proof of Claim"** means the form to be completed and filed by a Creditor setting forth its Claim to establish a Proven Claim against the Petitioner;
29. **"Proven Claim"** means the amount, status and validity of the Claim of a Creditor finally determined in accordance with the Claims Process which shall be final for all purposes, including for voting and distribution purposes under any Plan. A Claim becomes a Proven Claim only in accordance with the process set forth in this Claims Process Order if:
- (a) a Creditor files a Proof of Claim by the Claims Bar Date, and the Monitor has not sent a Notice of Revision or Disallowance and has, in consultation with the Petitioner, accepted the Claim as a Proven Claim;
 - (b) the Creditor sent a Notice of Dispute by the deadline as set out in paragraph 24 of this Claims Process Order and the Monitor, with the consent of the Petitioner, and the Creditor have consensually resolved the Disputed Claim;

- (c) the Court has made an Order to allow a Claim and no appeal or application for leave to appeal therefrom has been taken or served on either party, or if any appeal(s) or application(s) for leave to appeal or further appeal have been taken therefrom or served on either party, any (and all) appeal(s) or application(s) have been dismissed, determined or withdrawn;
- 30. **"Secured Charge"** means any Secured Claim which after the delivery of the Proof of Claim in accordance with this Claims Process Order:
 - (a) has been admitted in whole or in part pursuant to the provisions of this Claims Process Order; or
 - (b) has been disallowed, which disallowance has subsequently been set aside in whole or in part by the Court;
- 31. **"Secured Claim"** means any right or claim of any Person that may be asserted or made in whole or in part against the Petitioner, 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 Filing Date which is secured by a valid and perfected security interest in the Petitioner's assets;
- 32. **"Secured Creditor"** means a Creditor with a Secured Charge, to the extent of that Secured Charge;
- 33. **"Service List"** means the service list kept by the Monitor and the Petitioner in the CCAA Proceedings and posted on the Monitor's Website;
- 34. **"Tax Claim"** means any Claim against the Petitioner for any taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing 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;
- 35. **"Taxing Authorities"** means Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and "Taxing Authority" means any one of the Taxing Authorities;
- 36. **"Unaffected Claim"** means, collectively, and subject to further order of this Court:
 - (a) any Post Filing Claim; and

- (b) any amounts secured by any of the CCAA Charges;
37. **"Unaffected Creditors"** means holders of Unaffected Claims;
 38. All references herein as to time shall mean local time in Vancouver, British Columbia, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. 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.
 39. Dollar amounts referenced in this Claims Process Order are expressed in Canadian dollars unless otherwise specified.
 40. All references to the singular herein include the plural and the plural include the singular.

SCHEDULE "C"

Claims Process Instruction Letter

**Re: Canadian Dehua International Mines Group
Inc. (加拿大德华国际矿业集团公司)**

This is an important document and should be reviewed in its entirety. You may also want to retain Canadian legal counsel to ensure your rights are protected.

这是一份重要的文件，应该阅读其全部内容。您也许需要聘请加拿大律师确保您的权利得到保护。

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN
DEHUA INTERNATIONAL MINES GROUP INC. ("CDI")

CLAIMS PROCESS INSTRUCTION LETTER

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE MEANING
GIVEN IN APPENDIX "A" HERETO

CDI has identified you as a Person with a possible Claim against CDI. This Claims Process Instruction Letter provides instructions regarding how to participate in the Claims Process.

1. Overview of the Claims Process

On June 28, 2022, on application by CDI, the Supreme Court of British Columbia (the "Court") granted an Order (the "**Claims Process Order**") in proceedings commenced under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") authorizing CDI to initiate a process (the "**Claims Process**") whereby Creditors can prove their Claims against CDI.

A copy of the Claims Process Order is posted on the Monitor's Website at:
<http://cfcanada.fticonsulting.com/CanadianDehuaInternational/>

Participation in the Claims Process is intended for any Person asserting a Claim (other than an Unaffected Claim) of any kind or nature whatsoever against CDI which arose before the Filing Date.

You must file a Proof of Claim (as referenced in paragraph 2 below) to avoid the barring of any Claim which you may have against CDI.

All enquires or questions regarding the Claims Process should be addressed to the Court-appointed Monitor at:

FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attention: Craig Munro and Hailey Liu

Telephone: 1.604.757.6108
1.403.454.6040

Email: Craig.Munro@fticonsulting.com
Hailey.Liu@fticonsulting.com

2. For Persons Submitting a Proof of Claim

You are required to file a Proof of Claim, in the form enclosed herewith, and ensure that it is received by the Monitor by 5:00 p.m. (Vancouver time) on August 15, 2022 (the "Claims Bar Date") to avoid the barring and extinguishment of any Claim you may have against CDI.

Additional Proof of Claim forms can be found on the Monitor's website at <http://cfcanada.fticonsulting.com/CanadianDehualInternational/> or obtained by contacting the Monitor at the address indicated above and providing particulars as to your name, address, facsimile number and e-mail address. Once the Monitor has this information, you will receive, as soon as practicable, additional Proof of Claim forms.

If you are submitting your Proof of Claim electronically, please submit your Proof of Claim form, and any accompanying documentation, in one PDF file.

3. Claims Process Order

This Claims Process Instruction Letter is provided to assist you in participating in the Claims Process. If anything in this Claims Process Instruction Letter differs from the terms of the Claims Process Order, the terms of the Claims Process Order will govern.

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, IF YOU DO NOT FILE A PROOF OF CLAIM IN RESPECT OF YOUR CLAIM WITH THE MONITOR BY THE CLAIMS BAR DATE:

- (a) **YOUR CLAIM WILL BE FOREVER BARRED AND EXTINGUISHED AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST CDI;**
- (b) **YOU WILL NOT BE PERMITTED TO VOTE ON ANY PLAN OF ARRANGEMENT OR COMPROMISE OF CDI OR BE ENTITLED TO ANY FURTHER NOTICE OR DISTRIBUTION UNDER SUCH PLAN, IF ANY;**
- (c) **YOU WILL NOT BE ENTITLED TO ANY PROCEEDS OF SALE OF ANY ASSETS OF CDI; AND**
- (d) **YOU WILL NOT OTHERWISE BE ENTITLED TO PARTICIPATE AS A CREDITOR IN THE CCAA PROCEEDINGS.**

APPENDIX "A"

Defined Terms

- **"ARIO"** means the Amended and Restated Initial Order made June 9, 2022, in the CCAA Proceedings, as may be amended and extended from time to time;
- **"CCAA Charges"** means, collectively, the Administration Charge, the Interim Lender's Charge and the D&O Charge (as such terms are defined in the ARIO) and any other charge over CDI's assets created by any other Order;
- **"CCAA Proceedings"** means the proceedings commenced by CDI under the CCAA on the Filing Date in Supreme Court of British Columbia Action No. S-224444, Vancouver Registry;
- **"Claim"** means: means any Pre-Filing Claim, that is not yet a Proven Claim;
- **"Creditor"** means any Person having a Claim and includes, without limitation, the transferee or assignee of a transferred or assigned Claim that is recognized as a Creditor in accordance with paragraph 28 of this Claims Process Order, or a trustee, liquidator, receiver, manager, or other Person acting on behalf of such Person;
- **"Filing Date"** means June 3, 2022;
- **"Initial Order"** means the Order of the Court made June 3, 2022 in the CCAA Proceedings, as may be amended and extended from time to time;
- **"Monitor"** means FTI Consulting Canada Inc. in its capacity as Court-appointed Monitor of CDI pursuant to the Initial Order;
- **"Person"** means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate (including a limited liability company and an unlimited liability company), corporation, unincorporated association or organization, governmental authority, syndicate or other entity, whether or not having legal status;
- **"Post-Filing Claim"** means any claim of any Person that may be asserted or made in whole or in part against the Petitioner in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the Filing Date and any interest thereon, including any obligation of the Petitioner to Persons who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioner on or after the Filing Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or advancement of funds on or after the Filing Date;

- **"Pre-Filing Claim"** means any right or claim of any Person that may be asserted or made in whole or in part against the Petitioner, 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 Filing Date, at law or in equity, including by reason of the commission of a tort (intentional or unintentional), any breach of contract or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against the Petitioner or its property or assets, and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present, future, known or unknown, by guarantee, surety or otherwise, and whether or not any 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 in bankruptcy had the Petitioner become bankrupt on the Filing Date, and for greater certainty, includes Tax Claims; provided, however, that "Pre-Filing Claim" shall not include an Unaffected Claim or any Claim which is not a "claim" as defined in the CCAA, but shall include Secured Claims, notwithstanding their not being affected by the Plan;
- **"Secured Charge"** means any secured Claim which after the delivery of the Proof of Claim in accordance with this Claims Process Order: (a) has been admitted in whole or in part pursuant to the provisions of this Claims Process Order; or (b) has been disallowed, which disallowance has subsequently been set aside in whole or in part by the Court;
- **"Secured Claim"** means any right or claim of any Person that may be asserted or made in whole or in part against the Petitioner, 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 filing date which is secured by a valid and perfected security interest in the Petitioner's assets;
- **"Secured Creditor"** means a Creditor with a Secured Charge, to the extent of that Secured Charge;
- **"Tax Claim"** means any Claim against CDI for any taxes in respect of any taxation year or period ending on or prior to the Filing Date, and in any case where a taxation year or period commences on or prior to the Filing Date, for any taxes in respect of or attributable to the portion of the taxation period commencing prior to the Filing Date and up to and including the Filing 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;

- **"Taxing Authorities"** means Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and "Taxing Authority" means any one of the Taxing Authorities;
- **"Unaffected Claim"** means, collectively, and subject to further order of this Court:
 - any Post Filing Claim; and
 - any claim secured by any of the CCAA Charges.

SCHEDULE "D"**Proof of Claim Form****IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN
DEHUA INTERNATIONAL MINES GROUP INC. ("CDI")****PROOF OF CLAIM**

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN THE ENCLOSED CLAIMS PROCESS INSTRUCTION LETTER, INCLUDING APPENDIX "A" THERETO.

Please read the enclosed Claims Process Instruction Letter carefully prior to completing this Proof of Claim.

Please review the Claims Process Order, which is posted to the Monitor's Website at: <http://cfcanada.fticonsulting.com/CanadianDehuaInternational/>

1. Particulars of Claim

Please complete the following (the name and contact information should be of the original Creditor, regardless of whether all or any portion of the Claim has been assigned).

Full Legal Name:	
Full Mailing Address:	
Telephone Number:	
Facsimile Number:	
E-mail address:	
Attention (Contact Person):	

Has all or part of the Claim been assigned by the Creditor to another party?

Yes:

No:

2. Particulars of Assignee(s) (If any)

Please complete the following if all or a portion of the Claim has been assigned. Insert full legal name of the assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information.

Full Legal Name of Assignee:	
Full Mailing Address of Assignee:	
Telephone Number of Assignee:	
Facsimile Number of Assignee:	
E-mail address of Assignee:	
Attention (Contact Person):	

3. Proof of Claim

I, _____ (name), of _____
(City and Province, State or Territory) do hereby certify that:

- I am a Creditor; or
- I am the _____ (state position or title) of _____ (name of corporate Creditor), which is a Creditor;
- I have knowledge of all the circumstances connected with the Claim referred to below;
- I (or the corporate Creditor, as applicable) have a Claim against CDI as follows:

PRE-FILING CLAIM (as at June 3, 2022):

\$ _____ (insert amount of Claim)

Note: Claims should be submitted in Canadian Dollars converted using the applicable Bank of Canada exchange rate published on the Filing Date.

4. **Nature of Claim**

(Check and complete appropriate category)

[] A. UNSECURED CLAIM OF \$_____. That in respect of this debt, no assets CDI are pledged or held as security.

[] B. SECURED CLAIM OF \$_____ That in respect of this debt, assets CDI valued at \$_____ are pledged to or held by me as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was obtained, and attach a copy of any security documents.)

5. **Particulars of Claims**

Please attach details concerning the particulars of the Creditor's Claims, as well as any security held by the Creditor.

(Provide all particulars of the Claims and supporting documentation, including the amount, description of transaction(s) or agreement(s) giving rise to the Claims, name of any guarantor which has guaranteed the Claims, amounts of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by CDI to the Creditor or asserted by the Creditor and estimated value of such security.

6. **Filing of Claims**

This Proof of Claim **must be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on August 15, 2022** (the "Claims Bar Date").

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, THE FAILURE TO FILE YOUR PROOF OF CLAIM BY THE CLAIMS BAR DATE, WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST CDI.

This Proof of Claim must be delivered by prepaid registered mail, personal delivery, e-mail, or courier to the following addresses:

FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attention: Craig Munro and Hailey Liu

Telephone: 1.604.757.6108

1.403.454.6040

Email: Craig.Munro@fticonsulting.com

Hailey.Liu@fticonsulting.com

DATED this _____ day of _____, 2022

Witness Signature

Signature of Creditor

Print Name of Witness

Print Name of Creditor

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

Name

Title

SCHEDULE "E"

Notice of Revision or Disallowance

**IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN
DEHUA INTERNATIONAL MINES GROUP INC. ("CDI")**

NOTICE OF REVISION OR DISALLOWANCE

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE SAME
MEANINGS AS ARE GIVEN TO THEM IN THE CLAIMS PROCESS ORDER

Full Legal Name of Creditor: _____

Reference #: _____

Pursuant to the Order of the Supreme Court of British Columbia granted to CDI (as may be amended, restated or supplemented from time to time, the "**Claims Process Order**"), FTI Consulting Canada Inc., in its capacity as Monitor of CDI, hereby gives you notice that the Monitor, in consultation with CDI, has reviewed your Proof of Claim and has revised or disallowed your Claim as follows:

	Proof of Claim as Submitted	Revised Claim as Accepted (\$CAD)	Secured (\$CAD)	Unsecured (\$CAD)
Total Claim				

Reason for the Revision or Disallowance:

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

If you intend to dispute a Notice of Revision or Disallowance, you must deliver a Notice of Dispute, in the form attached hereto, by prepaid registered mail, personal delivery, email (in .pdf format) or courier to the address indicated herein so that such Notice of Dispute is received by the Monitor by 5:00 p.m. (Vancouver time) on [Date], being ten (10) days after the date of this Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor.

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

Address for service of Notice of Dispute:

FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attention: Craig Munro and Hailey Liu

Telephone: 1.604.757.6108
1.403.454.6040

Email: Craig.Munro@fticonsulting.com
Hailey.Liu@fticonsulting.com

Dated at _____ this ____ day of _____ 2022.

FTI Consulting Canada Inc.
in its capacity as the Court-appointed Monitor of Canadian Dehua International Mines Group Inc.

Per: _____

Name: _____

Title: _____

SCHEDULE "F"

Notice of Dispute

**IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN
DEHUA INTERNATIONAL MINES GROUP INC. ("CDI")**

NOTICE OF DISPUTE

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE SAME
MEANINGS AS ARE GIVEN TO THEM IN THE CLAIMS PROCESS ORDER

Pursuant to the Order of the Supreme Court of British Columbia granted to CDI (as may be amended, restated or supplemented from time to time, the "**Claims Process Order**"), I/we hereby give you notice of my/our intention to dispute the Notice of Revision or Disallowance bearing Reference Number _____ and dated _____ issued by FTI Consulting Canada Inc., in its capacity as Monitor of CDI, in respect of my/our Claim.

Full Legal Name of Original Creditor: _____

	Reviewed Claim as Accepted (\$CAD)	Reviewed Claim as Disputed (\$CAD)	Secured (\$CAD)	Unsecured (\$CAD)
Total Claim				

Reasons for Dispute (attach additional sheet and copies of all supporting documentation if necessary):

Signature of Original Creditor or
Representative of Corporate Creditor _____

Date _____

Print Name _____

Telephone Number _____

Facsimile Number _____

Email address _____

Full Mailing Address _____

This form and supporting documentation is to be returned by prepaid registered mail, personal delivery, e-mail (in pdf format), courier or facsimile transmission to the address indicated herein and is to be received by the Monitor by 5:00 p.m. (Vancouver time) on [DATE], 2022 being ten (10) days after the date of the Notice of Revision or Disallowance, or such other date as may be agreed to by the Monitor.

Where this Notice of Dispute is being submitted electronically, please submit one pdf file with the file named as follows: [insert legal name of creditor]nod.pdf.

Address for service of Notices of Dispute:

FTI Consulting Canada Inc.
701 West Georgia Street
Suite 1450, PO Box 10089
Vancouver, BC V7Y 1B6

Attention: Craig Munro and Hailey Liu

Telephone: 1.604.757.6108
1.403.454.6040

Email: Craig.Munro@fticonsulting.com
Hailey.Liu@fticonsulting.com

SCHEDULE "G"

Newspaper Notice of Claims Process

**IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF CANADIAN
DEHUA INTERNATIONAL MINES GROUP INC. ("CDI")**

NEWSPAPER NOTICE

**SOLICITATION OF CLAIMS AGAINST CNADIAN DEHUA INTERNATIONAL MINES GROUP
INC. ("CDI")**

On June 3, 2022, CDI was placed under creditor protection pursuant to the *Companies' Creditors Arrangement Act (Canada)*, R.S.C. 1985, C-36, as amended (the "**CCAA Proceedings**"), by Order of the Supreme Court of British Columbia (the "**Court**"). FTI Consulting Canada Inc. was appointed as the Monitor (the "**Monitor**") in the CCAA Proceedings.

On June 28, 2022, CDI obtained an Order (the "**Claims Process Order**") of the Court pursuant to the CCAA directing CDI and the Monitor to carry out a process for the solicitation and determination of claims against CDI (the "**Claims Process**").

Claims Process Information

This notice is being published to solicit claims against CDI existing as at June 3, 2022.

Any person who may have a claim against CDI should carefully review the Claims Process Instruction Letter and the Claims Process Order.

The Claims Process requires that any person having a claim as of June 3, 2022 against CDI must send a Proof of Claim to the Monitor, to be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on August 15, 2022 (the "**Claims Bar Date**").

Creditors or persons who have not received a claims package from the Monitor should contact the Monitor by telephone at 403.454.6040 or email at Hailey.Liu@fticonsulting.com, or visit the Monitor's website listed below.

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDER, PERSONS WHO HAVE CLAIMS AGAINST CDI AND WHO DO NOT FILE A PROOF OF CLAIM WITH THE MONITOR BY THE APPLICABLE DEADLINE SPECIFIED ABOVE SHALL BE PROHIBITED FROM MAKING OR ENFORCING ANY SUCH CLAIM AND SUCH CLAIMS SHALL BE FOREVER BARRED AND EXTINGUISHED.

A copy of the Claims Process Instruction Letter, the Claims Process Order, all Court Orders, and other pertinent materials in the CCAA Proceedings can be obtained by contacting the Monitor at the address set out above or from the Monitor's webpage located at <http://cfcanada.fticonsulting.com/CanadianDehuaInternational/>

No. S-224444
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT,

R.S.C. 1985, C. C-36, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND
ARRANGEMENT OF CANADIAN DEHUA
INTERNATIONAL MINES GROUP INC.

PETITIONERS

ORDER MADE AFTER APPLICATION

DLA Piper (Canada) LLP
Barristers & Solicitors
2800 Park Place
666 Burrard Street
Vancouver, BC V6C 2Z7

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 080762-00014

CDB/day