



Court File No. CV-14-10781-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

**THE HONOURABLE REGIONAL  
SENIOR JUSTICE MORAWETZ**

**WEDNESDAY, THE 3<sup>RD</sup> DAY  
OF DECEMBER, 2014**

**IN 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  
CLINE MINING CORPORATION, NEW ELK COAL COMPANY LLC AND  
NORTH CENTRAL ENERGY COMPANY**

**CLAIMS PROCEDURE ORDER**

**THIS MOTION** made by Cline Mining Corporation ("**Cline**"), New Elk Coal Company LLC ("**New Elk**") and North Central Energy Company ("**North Central**" and, together with Cline and New Elk, the "**Applicants**"), for an order establishing a claims procedure for the identification and quantification of certain claims against the Applicants and their directors and officers was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion, the Affidavit of Matthew Goldfarb sworn December 2, 2014 (the "**Goldfarb Affidavit**") and the Pre-Filing Report of FTI Consulting Canada Inc. in its capacity as proposed Court-appointed monitor of the Applicants (the "**Monitor**"), and on hearing from counsel for the Applicants, the Monitor, and Marret Asset Management Inc. (on behalf of the beneficial holders of the Secured Notes (as defined below), in

such capacity “**Marret**”) and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service, filed.

**SERVICE**

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record herein be and is hereby abridged and that the motion is properly returnable today and service upon any interested party other than those parties served is hereby dispensed with.

**DEFINITIONS AND INTERPRETATION**

2. **THIS COURT ORDERS** that, for the purposes of this Order (the “**Claims Procedure Order**”), in addition to terms defined elsewhere herein, the following terms shall have the following meanings:
  - (a) “**2011 Notes**” means the 10% senior secured notes due June 15, 2014 issued by Cline pursuant to the 2011 Indenture;
  - (b) “**2011 Indenture**” means the note indenture dated December 13, 2011 that was entered into between Cline, Marret and the 2011 Trustee in connection with the issuance of the 2011 Notes, as amended from time to time;
  - (c) “**2011 Trustee**” means Computershare Trust Company of Canada, in its capacity as trustee under the 2011 Indenture;
  - (d) “**2013 Notes**” means the 10% senior secured convertible notes due June 15, 2014 issued by Cline pursuant to the 2013 Indenture;

- (e) **“2013 Indenture”** means the note indenture dated July 8, 2013 that was entered into between Cline, Marret and the 2013 Trustee in connection with the issuance of the 2013 Notes, as amended from time to time;
- (f) **“2013 Trustee”** means Computershare Trust Company of Canada, in its capacity as trustee under the 2013 Indenture;
- (g) **“Affected Secured Claims”** means all Claims against one or more of the Applicants that are secured by a valid security interest over assets or property of the Applicants that are not (i) Unaffected Claims, (ii) Affected Unsecured Claims or (iii) Equity Claims; and for greater certainty, the claims comprising the Secured Noteholders Allowed Secured Claim are Affected Secured Claims;
- (h) **“Affected Secured Creditor”** means the holder of an Affected Secured Claim in respect of and to the extent of such Affected Secured Claim, whether a Known Creditor or an Unknown Creditor;
- (i) **“Affected Unsecured Claims”** means all Claims against one or more of the Applicants that are not secured by a valid security interest over assets or property of the Applicants and that are not (i) Unaffected Claims, (ii) Affected Secured Claims or (iii) Equity Claims; and for greater certainty, “Affected Unsecured Claims” includes the Claims comprising the Secured Noteholders Allowed Unsecured Claim, any Marret Unsecured Claim and any portion of an Affected Secured Claim in respect of which there is a deficiency in the realizable value of the security held in respect of such Claim relative to the amount of such Claim,

and for the purpose of this Order only (and not for purposes of the Plan or the Meetings Order), “Affected Unsecured Claims” includes WARN Act Claims;

- (j) “**Affected Unsecured Creditor**” means the holder of an Affected Unsecured Claim in respect of and to the extent of such Affected Unsecured Claim, whether a Known Creditor or an Unknown Creditor;
- (k) “**Assessments**” means Claims of Her Majesty the Queen in Right of Canada or of any Province or Territory or Municipality or any other taxation authority in any Canadian or foreign jurisdiction, including, without limitation, amounts which may arise or have arisen under any notice of assessment, notice of reassessment, notice of appeal, audit, investigation, demand or similar request from any taxation authority;
- (l) “**Business Day**” means a day, other than a Saturday, Sunday or a statutory holiday, on which banks are generally open for business in Toronto, Ontario and New York, New York;
- (m) “**Calendar Day**” means a day, including Saturday, Sunday and any statutory holidays in the Province of Ontario, Canada;
- (n) “**CCAA**” means the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (o) “**CCAA Proceedings**” means the within proceedings commenced by the Applicants under the CCAA;
- (p) “**Claim**” means:

- (i) any right or claim of any Person against any of the Applicants, whether or not asserted, in connection with any indebtedness, liability or obligation of any kind whatsoever of any such Applicant in existence on the Filing Date, and costs payable in respect thereof to and including the Filing Date, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and 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, which indebtedness, liability or obligation is based in whole or in part on facts that existed prior to the Filing Date and any other claims that would have been claims provable in bankruptcy had such Applicant become bankrupt on the Filing Date, including for greater certainty any Equity Claim and any claim against any of the Applicants for indemnification by any Director or Officer in respect of a Director/Officer Claim (but excluding any such claim for indemnification that is covered by the Directors' Charge (as defined in the Initial Order)) (each, a **"Prefiling Claim"**, and collectively, the **"Prefiling Claims"**);
- (ii) any right or claim of any Person against any of the Applicants in connection with any indebtedness, liability or obligation of any kind

whatsoever owed by any such Applicant to such Person arising out of the restructuring, disclaimer, resiliation, termination or breach by such Applicant on or after the Filing Date of any contract, lease or other agreement whether written or oral and includes any other right or claim that is to be treated as a Restructuring Period Claim under the Plan (each, a “**Restructuring Period Claim**”, and collectively, the “**Restructuring Period Claims**”); and

- (iii) any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, whether or not such right or claim is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, perfected, unperfected, present, future, known, or unknown, by guarantee, surety or otherwise, and whether or not such right is executory or anticipatory in nature, including any Assessment and 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, for which any Director or Officer is alleged to be, by statute or otherwise by law or equity, liable to pay in his or her capacity as a Director or Officer (each a “**Director/Officer Claim**”, and collectively, the “**Director/Officer Claims**”),

in each case other than any Unaffected Claim;

- (q) “**Claims Bar Date**” means 5:00 p.m. on January 13, 2015.

- (r) **“Claims Package”** means the materials to be provided to Persons who may have a Claim in accordance with this Claims Procedure Order, which materials shall include:
- (i) in the case of a Known Creditor, a Notice of Claim, a Notice of Dispute of Claim, an Instruction Letter, and such other materials as the Applicants, with the consent of the Monitor, may consider appropriate or desirable; or
  - (ii) in the case of an Unknown Creditor, a blank Proof of Claim and Proof of Claim Instruction Letter, and such other materials as the Applicants, with the consent of the Monitor, may consider appropriate or desirable.
- (s) **“Claims Schedule”** means a list of all known secured and unsecured Creditors with Claims against one or more of the Applicants prepared and updated from time to time by the Applicants, with the assistance of the Monitor, showing the name, last known address, last known facsimile number, and last known email address of each such Creditor (except that where such Creditor is represented by counsel known by the Applicants, the address, facsimile number, and email address of such counsel may be substituted) and the amount of each such Creditor’s Claim against the applicable Applicants as valued by the Applicants;
- (t) **“Class Action Counsel”** means counsel to James Gerard Jr. and Michael Cox, on behalf of themselves and all others who are alleged to be similarly situated in the WARN Act Class Action;
- (u) **“Court”** means the Superior Court of Justice (Commercial List) in the City of Toronto in the Province of Ontario;

- (v) “**Creditor**” means any Person having a Claim and includes, without limitation, the transferee or assignee of a Claim transferred and recognized as a Creditor in accordance with paragraph 44 hereof or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;
- (w) “**Directors**” means all current and former directors (or their estates) of the Applicants, in such capacity, and “**Director**” means any one of them;
- (x) “**Disputed Claim**” means a Disputed Voting Claim or a Disputed Distribution Claim;
- (y) “**Disputed Director/Officer Claim**” means a Director/Officer Claim that is validly disputed in accordance with the Claims Procedure Order and that remains subject to adjudication in accordance with this Claims Procedure Order;
- (z) “**Disputed Distribution Claim**” means an Affected Unsecured Claim or an Affected Secured Claim (including a contingent Affected Unsecured Claim or a contingent Affected Secured Claim that may crystallize upon the occurrence of an event or events occurring after the date of the Initial Order) or such portion thereof which is not barred by any provision of this Order, which has not been allowed as a Distribution Claim, which is validly disputed for distribution purposes in accordance with this Claims Procedure Order and which remains subject to adjudication for distribution purposes in accordance with this Claims Procedure Order;
- (aa) “**Disputed Voting Claim**” means an Affected Unsecured Claim or an Affected Secured Claim (including a contingent Affected Unsecured Claim or a contingent



Affected Secured Claim that may crystallize upon the occurrence of an event or events occurring after the date of the Initial Order) or such portion thereof which is not barred by any provision of this Order, which has not been allowed as a Voting Claim, which is validly disputed for voting purposes in accordance with this Claims Procedure Order and which remains subject to adjudication for voting purposes in accordance with this Claims Procedure Order;

- (bb) “**Distribution Claim**” means any Claim against the Applicants, or such portion thereof, that is not barred by any provision of this Order and which has been finally accepted and determined for distribution purposes in accordance with this Claims Procedure Order and the CCAA;
- (cc) “**Equity Claim**” has the meaning set forth in Section 2(1) of the CCAA;
- (dd) “**Filing Date**” means the date of the Initial Order;
- (ee) “**Government Authority**” means any federal, provincial, state or local government, agency or instrumentality thereof or similar entity, howsoever designated or constituted exercising executive, legislative, judicial, regulatory or administrative functions in Canada, the United States, or elsewhere;
- (ff) “**Initial Order**” means the Initial Order under the CCAA dated December 3, 2014, as amended, restated or varied from time to time;
- (gg) “**Instruction Letter**” means the instruction letter to Known Creditors, substantially in the form attached as Schedule “B” hereto, regarding the Notice of

Claim, completion of a Notice of Dispute of Claim by a Known Creditor and the claims procedure described herein;

- (hh) **“Known Creditor”** means an Affected Unsecured Creditor or an Affected Secured Creditor whose Claim against one or more of the Applicants is known to the Applicants as of the date of this Claims Procedure Order and whose Affected Unsecured Claim or Affected Secured Claim is included in the Claims Schedule, other than a Secured Noteholder in respect of its applicable portion of the Secured Noteholders Allowed Claim, and for greater certainty shall not include a WARN Act Plaintiff in respect of a WARN Act Claim;
- (ii) **“Marret”** has the meaning set forth in the preamble of this Order;
- (jj) **“Marret Unsecured Claim”** means any proven Claims of Marret, in its individual corporate capacity and not on behalf of the Secured Noteholders, against one or more of the Applicants, including any secured Claims of Marret, in such capacity, in respect of which there is a deficiency in the realizable value of the security held by Marret relative to the amount of such secured Claim;
- (kk) **“Meetings”**, and each a **“Meeting”**, means a meeting of the Creditors of the Applicants called for the purpose of considering and voting in respect of a Plan;
- (ll) **“Meetings Order”** means the Order under the CCAA dated December 3, 2014 that, among other things, sets the date for the Meetings, as same may be amended, restated or varied from time to time;

- (mm) **“Notice of Claim”** means the notice referred to in paragraph 18 hereof, substantially in the form attached hereto as Schedule “C”, advising each Known Creditor of its Claim against the Applicants as determined by the Applicants based on the books and records of the Applicants;
- (nn) **“Notice of Dispute of Claim”** means the notice referred to in paragraph 19 hereof, substantially in the form attached as Schedule “D” hereto, which must be delivered to the Monitor by any Known Creditor wishing to dispute a Notice of Claim, with reasons for its dispute;
- (oo) **“Notice of Dispute of Revision or Disallowance”** means the notice referred to in paragraph 27 or 39 hereof, as applicable, substantially in the form attached as Schedule “F” hereto, which must be delivered to the Monitor by any Unknown Creditor or a Person asserting a Director/Officer Claim wishing to dispute a Notice of Revision or Disallowance, with reasons for its dispute;
- (pp) **“Notice of Revision or Disallowance”** means the notice referred to in paragraph 26 or paragraph 38 hereof, as applicable, substantially in the form of Schedule “E” advising an Unknown Creditor or a Person asserting a Director/Officer Claim that the Applicants, with the consent of the Monitor, have revised or rejected all or part of such Unknown Creditor’s Claim set out in its Proof of Claim;
- (qq) **“Notice to Creditors”** means the notice for publication by the Monitor as described in paragraph 17 hereof, substantially in the form attached hereto as Schedule “A”;

- (rr) **“Officers”** means all current and former officers (or their estates) of the Applicants, in such capacity, and **“Officer”** means any one of them;
- (ss) **“Person”** means any individual, corporation, firm, limited or unlimited liability company, general or limited partnership, association (incorporated or unincorporated), trust, unincorporated organization, joint venture, trade union, Government Authority or any agency, regulatory body or officer thereof or any other entity, wherever situate or domiciled, and whether or not having legal status;
- (tt) **“Plan”** means the plan of compromise and arrangement to be filed by the Applicants pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance with the terms thereof;
- (uu) **“Plan Implementation Date”** shall have the meaning ascribed thereto in the Plan;
- (vv) **“Prefiling Claim”** has the meaning ascribed to that term in paragraph 2(p)(i) of this Claims Procedure Order;
- (ww) **“Proof of Claim”** means the Proof of Claim referred to in paragraph 24 hereof to be filed by Unknown Creditors, substantially in the form attached hereto as Schedule “H”;
- (xx) **“Proof of Claim Instruction Letter”** means the instruction letter to Unknown Creditors, substantially in the form attached as Schedule “G” hereto, regarding the completion of a Proof of Claim by an Unknown Creditor;

- (yy) “**Restructuring Period Claim**” has the meaning ascribed to that term in paragraph 2(p)(ii) of this Claims Procedure Order;
- (zz) “**Restructuring Period Claims Bar Date**” means seven (7) Calendar Days after termination, repudiation or resiliation of the applicable agreement or other event giving rise to the applicable Restructuring Period Claim;
- (aaa) “**Secured Noteholder**” means a registered or beneficial holder of Secured Notes in that capacity, and, for greater certainty, does not include former registered or beneficial holders of Secured Notes;
- (bbb) “**Secured Noteholders Allowed Claim**” has the meaning ascribed thereto in paragraph 14 hereof;
- (ccc) “**Secured Noteholders Allowed Secured Claim**” has the meaning ascribed thereto in paragraph 15 hereof;
- (ddd) “**Secured Noteholders Allowed Unsecured Claim**” has the meaning ascribed thereto in paragraph 15 hereof;
- (eee) “**Secured Notes**” means the 2011 Notes and the 2013 Notes;
- (fff) “**Unaffected Claims**” and each an “**Unaffected Claim**” shall have the meaning ascribed thereto in the Plan;
- (ggg) “**Unknown Creditor**” means an Affected Unsecured Creditor or Affected Secured Creditor other than (i) the Secured Noteholders in respect of the Secured Noteholders Allowed Claim and (ii) any Known Creditor with respect to its Claim

against the Applicants included in the Claims Schedule and set out in a Notice of Claim, but includes any Secured Noteholder and any Known Creditor asserting any other Claim against the Applicants, and for greater certainty includes the WARN Act Plaintiffs in respect of any WARN Act Claims;

- (hhh) **“Voting Claim”** means any Claim of a Creditor against the Applicants, or such portion thereof, that is not barred by any provision of this Order and which has been finally accepted and determined for voting at a Meeting, in accordance with the provisions of this Claims Procedure Order and the CCAA.
- (iii) **“WARN Act”** means the U.S. federal Worker Adjustment and Retraining Notification Act of 1988 (29 U.S.C. §§ 2101 – 2109);
- (jjj) **“WARN Act Claims”** means the Claims advanced by the WARN Act Plaintiffs in the WARN Act Class Action and any other Claims of individuals similarly situated to the WARN Act Plaintiffs that may be asserted against any of the Applicants pursuant to the WARN Act;
- (kkk) **“WARN Act Class Action”** means the class action lawsuit filed against Cline and New Elk by the WARN Act Plaintiffs in the United States District Court for the District of Colorado, Case Number 1:13-CV-00277, as amended; and
- (lll) **“WARN Act Plaintiffs”** means the plaintiffs in the WARN Act Class Action and all others who are alleged in the WARN Act Class Action to be similarly situated, and any other individual who is similarly situated to the plaintiffs in the WARN Act Class Action who asserts Claims against any of the Applicants pursuant to the WARN Act.

3. **THIS COURT ORDERS** that all references as to time herein shall mean local time in Toronto, Ontario, 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.
4. **THIS COURT ORDERS** that all references to the word “including” shall mean “including without limitation”.
5. **THIS COURT ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

#### **GENERAL PROVISIONS**

6. **THIS COURT ORDERS** that the Applicants 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 and executed, and may, where they are satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Claims Procedure Order as to completion and execution of such forms and to request any further documentation from a Creditor that the Applicants or the Monitor may require in order to enable them to determine the validity of a Claim.
7. **THIS COURT ORDERS** that all Claims shall be denominated in Canadian dollars. Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon exchange rate in effect on the Filing Date. For greater certainty, U.S. dollar denominated claims shall be converted at the Bank of Canada Canadian/U.S. dollar noon exchange rate in effect on the Filing Date.

8. **THIS COURT ORDERS** that, unless otherwise agreed by the Applicants, interest and penalties that would otherwise accrue after the Filing Date shall not be included in any Claim.
9. **THIS COURT ORDERS** that copies of all forms delivered hereunder, as applicable, and determinations of Claims by the Court shall be maintained by the Monitor.
10. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, the Applicants may, with the consent of the Monitor, refer any Affected Unsecured Creditor's Claim, Affected Secured Creditor's Claim or Director/Officer Claim for resolution to the Court, where in the Applicants' view such a referral is preferable or necessary for the resolution or determination of the Claim.
11. **THIS COURT ORDERS** that the Applicants may, with the consent of the Monitor, apply to this Court for an Order appointing a claims officer to resolve Disputed Claims and/or Disputed Director/Officer Claims on such terms and in accordance with such process as may be ordered by this Court.

**MONITOR'S ROLE**

12. **THIS COURT ORDERS** that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, shall assist the Applicants in connection with the administration of the claims procedure provided for herein, including the determination of Claims of Creditors, if applicable, and the referral of a particular Claim to the Court, as requested by the Applicants 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 Procedure Order.



**CLAIMS PROCEDURE FOR SECURED NOTEHOLDERS**

13. **THIS COURT ORDERS** that neither the Applicants nor the Monitor shall be required to send to a Secured Noteholder a Notice of Claim and neither the Secured Noteholders, the 2011 Trustee nor the 2013 Trustee shall be required to file a Proof of Claim in respect of Claims pertaining to the Secured Notes.
  
14. **THIS COURT ORDERS AND DECLARES** that the aggregate of all amounts owing directly by Cline under the 2011 Indenture and the 2013 Indenture and the guarantees executed by New Elk and North Central in respect of the Secured Notes (including, in each case, principal and accrued interest thereon) up to the Filing Date (the “**Secured Noteholders Allowed Claim**”) shall be determined by the Applicants, with the consent of Marret, and shall be referenced in the Plan. In the event that the Applicants and Marret are unable to agree on the amount of the Secured Noteholders Allowed Claim, any of such parties shall be entitled to apply to this Court concerning the determination of the Secured Noteholders Allowed Claim.
  
15. **THIS COURT ORDERS** that, for purposes of this Claims Procedure Order, the Meetings Order and the Plan, the Secured Noteholders Allowed Claim shall be allowed for both voting and distribution purposes against the Applicants as follows:
  - (a) an amount to be agreed by the Applicants and Marret, which amount shall be referenced in the Plan, shall be allowed as Affected Secured Claims against the Applicants (collectively the “**Secured Noteholders Allowed Secured Claim**”);  
and

- (b) an amount to be agreed by the Applicants and Marret, which amount shall be referenced in the Plan, shall be allowed as Affected Unsecured Claims against the Applicants (collectively the “**Secured Noteholders Allowed Unsecured Claim**”),

provided that the foregoing treatment of the Secured Noteholders Allowed Claim shall be without prejudice to the right of the Secured Noteholders, Marret, the 2011 Trustee or the 2013 Trustee to treat the full amount of the Secured Noteholders Allowed Claim as a secured Claim for any purpose other than voting at the Meetings or receiving distributions under the Plan, as applicable. In the event that the Applicants and Marret are unable to agree on the amount of the Secured Noteholders Allowed Secured Claim or the Secured Noteholders Allowed Unsecured Claim, any of such parties shall be entitled to apply to this Court concerning the determination of such Claims.

16. **THIS COURT ORDERS** that the Claims comprising the Secured Noteholders Allowed Secured Claim and the Secured Noteholders Allowed Unsecured Claim shall constitute Voting Claims and Distribution Claims for the purpose of voting on and receiving distributions pursuant to the Plan.

**NOTICE TO CREDITORS**

17. **THIS COURT ORDERS** that forthwith after the date of this Claims Procedure Order the Monitor shall publish the Notice to Creditors, for at least two (2) Business Days in The Globe and Mail (National Edition), the Denver Post and the Pueblo Chieftain.

**CLAIMS PROCEDURE FOR KNOWN CREDITORS**

**(i) Notice of Claims**

18. **THIS COURT ORDERS** that the Monitor shall send a Claims Package to each of the Known Creditors by prepaid ordinary mail to the address as shown on the Claims Schedule before 11:59 p.m. on the date that is five (5) Business Days after the date hereof. The Monitor shall specify in the Notice of Claim the Known Creditor's Claim against the Applicants for voting and distribution purposes as determined by the Applicants based on the books and records of the Applicants.

**(ii) Adjudication of Claims against the Applicants**

19. **THIS COURT ORDERS** that if a Known Creditor wishes to dispute the amount of the Claim as set out in the Notice of Claim, the Known Creditor shall deliver to the Monitor a Notice of Dispute of Claim which must be received by the Monitor by no later than the Claims Bar Date. Such Known Creditor shall specify therein the details of the dispute with respect to its Claim and shall specify whether it disputes the determination of the Claim for voting and/or distribution purposes.

20. **THIS COURT ORDERS** that if a Known Creditor does not deliver to the Monitor a completed Notice of Dispute of Claim such that it is received by the Monitor by the Claims Bar Date disputing its Claims as determined in the Notice of Claim for voting and distribution purposes, then (a) such Known Creditor shall be deemed to have accepted the valuation of the Known Creditor's Claims as set out in the Notice of Claim, (b) such Known Creditor's Claim as determined in the Notice of Claim shall be treated as both a Voting Claim and a Distribution Claim, and (c) any and all of the Known Creditor's rights to dispute the Claims as determined in the Notice of Claim or to otherwise assert or

pursue such Claims other than as they are determined in the Notice of Claim shall be forever extinguished and barred without further act or notification. A Known Creditor may accept a determination of a Claim for voting purposes as set out in the Notice of Claim and dispute the determination of the Claim for distribution purposes provided that it does so in its Notice of Dispute of Claim and such Notice of Dispute of Claim is received by the Monitor by the Claims Bar Date. A determination of a Voting Claim of a Known Creditor does not in any way affect and is without prejudice to the process to determine such Known Creditor's Distribution Claim.

**(iii) Resolution of Claims against the Applicants**

21. **THIS COURT ORDERS** that in the event that the Applicants, with the assistance of the Monitor, are unable to resolve a dispute regarding any Disputed Voting Claim with a Known Creditor, the Applicants shall so notify the Monitor and the Known Creditor. Thereafter, the Disputed Voting Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicants and the applicable Creditor; provided, however that to the extent a Claim is referred under this paragraph to the Court or an alternative dispute resolution, it shall be on the basis that the Claim against the Applicants shall be resolved or adjudicated both for voting and distribution purposes (and that it shall remain open to the parties to agree that the Creditor's Voting Claim may be settled by the Known Creditor and the Applicants without prejudice to a future determination of the Creditor's Distribution Claim). The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute between the Applicants and the Known Creditor.

22. **THIS COURT ORDERS** that where the Known Creditor's Disputed Voting Claim has not been finally determined in accordance with this Claims Procedure Order by the date on which a vote is held at a Meeting, the ability of such Known Creditor to vote its Disputed Voting Claim and the effect of casting any such vote shall be governed by the Meetings Order.
23. **THIS COURT ORDERS** that in the event that the Applicants, with the assistance of the Monitor, are unable to resolve a dispute with a Known Creditor regarding any Distribution Claim, the Applicants shall so notify the Monitor and the Known Creditor. Thereafter, the Disputed Distribution Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicants and the applicable Creditor. The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute between the Applicants and such Known Creditor.

**CLAIMS PROCEDURE FOR UNKNOWN CREDITORS**

**(i) Proof of Claim**

24. **THIS COURT ORDERS** that the Monitor shall send a Claims Package to any Unknown Creditor who makes a request therefor prior to the Claims Bar Date. With respect to any WARN Act Plaintiff, the Monitor shall have satisfied the obligations referred to in the foregoing sentence once it has provided a Claims Package to Class Action Counsel. Any Unknown Creditor that wishes to assert a Claim must file a completed Proof of Claim such that it is received by the Monitor by no later than the Claims Bar Date.

25. **THIS COURT ORDERS** that, notwithstanding anything to the contrary in paragraphs 24 and 26 hereof, the following shall apply with respect to any Restructuring Period Claims:

- (a) any notices of disclaimer or resiliation delivered to Creditors by the Applicants or the Monitor after the Filing Date shall be accompanied by a Claims Package;
- (b) the Monitor shall send a Claims Package to any Creditor who makes a request therefor in respect of a Restructuring Period Claim prior to the Restructuring Period Claims Bar Date;
- (c) any Creditor that wishes to assert a Restructuring Period Claim must return a completed Proof of Claim to the Monitor such that it is received by the Monitor by no later than 5:00 p.m. on the Restructuring Period Claims Bar Date;
- (d) any Creditor that does not return a Proof of Claim to the Monitor by 5:00 p.m. on the Restructuring Period Claims Bar Date shall not be entitled to attend or vote at any Meeting and shall not be entitled to receive any distribution from any Plan in respect of Restructuring Period Claims and any and all Restructuring Period Claims of such Creditor shall be forever extinguished and barred without any further act or notification.

**(ii) Adjudication of Claims against the Applicants**

26. **THIS COURT ORDERS** that any Unknown Creditor that does not file a Proof of Claim such that it is received by the Monitor by the Claims Bar Date with respect to any Claim against the Applicants shall not be entitled to attend or vote at any Meeting and shall not be entitled to receive any distribution from any Plan in respect of such Claims and any

and all such Claims of such Unknown Creditor shall be forever extinguished and barred without any further act or notification and irrespective of whether or not such Unknown Creditor received a Claims Package.

27. **THIS COURT ORDERS** that the Applicants, with the assistance of the Monitor, shall review all Proofs of Claim received by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, and shall accept, revise or reject each Claim against the Applicants set out therein for voting and/or distribution purposes. The Monitor shall notify each Unknown Creditor who has delivered a Proof of Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, as to whether such Unknown Creditor's Claim against the Applicants as set out therein has been revised or rejected for voting purposes (and/or for distribution purposes if the Applicants elect to do so), and the reasons therefor, by sending a Notice of Revision or Disallowance.
28. **THIS COURT ORDERS** that any Unknown Creditor who wishes to dispute a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance to the Monitor such that it is received by no later than 5:00 p.m. on the date that is seven (7) Calendar Days after the date of delivery to the applicable Unknown Creditor of the Notice of Revision or Disallowance. Such Unknown Creditor shall specify therein the details of the dispute with respect to its Claim and shall specify whether it disputes the determination of the Claim for voting and/or distribution purposes, as applicable.
29. **THIS COURT ORDERS** that where an Unknown Creditor that receives a Notice of Revision or Disallowance pursuant to paragraph 27 above does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 28 above, then such

Unknown Creditor's Voting Claim (and Distribution Claim if the Notice of Revision or Disallowance also dealt with the Distribution Claim) shall be deemed to be as determined in the Notice of Revision or Disallowance and any and all of the Unknown Creditor's rights to dispute the Claim(s) as determined in the Notice of Revision or Disallowance or to otherwise assert or pursue such Claims other than as they are determined in the Notice of Revision or Disallowance, in each case for voting purposes and distribution purposes (if the Notice of Revision or Disallowance dealt with the Distribution Claim), shall be forever extinguished and barred without further act or notification. An Unknown Creditor may accept a determination of a Claim for voting purposes as set out in the Notice of Revision and Disallowance and may dispute the determination of the Claim for distribution purposes, provided that it does so in its Notice of Dispute of Revision or Disallowance and such Notice of Dispute of Revision or Disallowance is received by the Monitor by the date and time set forth in paragraph 28. A determination of a Voting Claim of an Unknown Creditor does not in any way affect and is without prejudice to the process to determine such Unknown Creditor's Distribution Claim.

30. **THIS COURT ORDERS** that the Applicants, with the assistance of the Monitor, shall review and consider the Proofs of Claim filed in accordance with this Claims Procedure Order in order to determine the Distribution Claims of Unknown Creditors. The Applicants shall notify each Unknown Creditor who filed a Proof of Claim and who did not receive a Notice of Revision or Disallowance for distribution purposes pursuant to paragraph 27 herein as to whether such Unknown Creditor's Claim as set out in such Unknown Creditor's Proof of Claim has been revised or rejected for distribution purposes, and the reasons therefor, by delivery of a Notice of Revision or Disallowance.



31. **THIS COURT ORDERS** that any Unknown Creditor who wishes to dispute a Notice of Revision or Disallowance for distribution purposes sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance to the Monitor such that it is received by the Monitor by no later than 5:00 p.m. on the date that is seven (7) Calendar Days after the date of delivery to the applicable Unknown Creditor of the Notice of Revision or Disallowance referred to in paragraph 30.

32. **THIS COURT ORDERS** that where an Unknown Creditor that receives a Notice of Revision or Disallowance pursuant to paragraph 30 above does not file a Notice of Dispute of Revision or Disallowance for distribution purposes by the time set out in paragraph 31 above, the value of such Unknown Creditor's Distribution Claim shall be deemed to be as set out in the Notice of Revision or Disallowance for distribution purposes and any and all of the Unknown Creditor's rights to dispute the Distribution Claim as valued on the Notice of Revision or Disallowance or to otherwise assert or pursue such Distribution Claim in an amount that exceeds the amount set forth on the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

**(iii) Resolution of Claims against the Applicants**

33. **THIS COURT ORDERS** that in the event that the Applicants, with the assistance of the Monitor, are unable to resolve a dispute regarding any Disputed Voting Claim with an Unknown Creditor, the Applicants shall so notify the Monitor and the Unknown Creditor. Thereafter, the Disputed Voting Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicants and the applicable Creditor; provided, however that to the extent

a Claim is referred under this paragraph to the Court or an alternative dispute resolution, it shall be on the basis that the value of the Claim shall be resolved or adjudicated both for voting and distribution purposes (and that it shall remain open to the parties to agree that the Creditor's Voting Claim may be settled by the Unknown Creditor and the Applicants without prejudice to a future hearing by the Court or an alternative dispute resolution to determine the Creditor's Distribution Claim in accordance with paragraph 35 hereof). The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute between the Applicants and the Unknown Creditor.

34. **THIS COURT ORDERS** that where the value of an Unknown Creditor's Voting Claim has not been finally determined by the date of the Meetings, the ability of such Unknown Creditor to vote its Disputed Voting Claim and the effect of casting any such vote shall be governed by the Meetings Order.

35. **THIS COURT ORDERS** that in the event that the Applicants, with the assistance of the Monitor, are unable to resolve a dispute regarding any Distribution Claim with an Unknown Creditor, the Applicants shall so notify the Monitor and the Unknown Creditor. Thereafter, the Disputed Distribution Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicants and the applicable Creditor. The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute between the Applicants and the Unknown Creditor.

**(iv) Adjudication of Director/Officer Claims**

36. **THIS COURT ORDERS** that, for greater certainty, the procedures in paragraphs 18 to 35 shall not apply to adjudication of Director/Officer Claims.

37. **THIS COURT ORDERS** that if a Person does not file a Proof of Claim with the Monitor such that it is received by the Monitor by the Claims Bar Date with respect to a Director/Officer Claim, any and all such Claims of such Person shall be forever extinguished and barred without any further act or notification and irrespective of whether or not such Person received a Claims Package, the Directors and Officers shall have no liability whatsoever in respect of such Director/Officer Claims.
38. **THIS COURT ORDERS** that the Applicants, with the assistance of the Monitor, shall review all Proofs of Claim received by the Claims Bar Date in respect of Director/Officer Claims and shall accept, revise or reject each Director/Officer Claim set out therein. The Monitor shall provide copies of Proofs of Claim in respect of Director/Officer Claims to any counsel to a Director or Officer upon such request being made. The Monitor, with the consent of the Applicants, shall notify each Person who has delivered a Proof of Claim by the Claims Bar Date in respect of Director/Officer Claims as to whether such Person's Claim as set out therein has been revised or rejected and the reasons therefor, by sending a Notice of Revision or Disallowance. The Monitor shall provide a copy of such Notice of Revision or Disallowance to any counsel to a Director or Officer.
39. **THIS COURT ORDERS** that any Person who wishes to dispute a Notice of Revision or Disallowance sent pursuant to the immediately preceding paragraph shall deliver a Notice of Dispute of Revision or Disallowance to the Monitor such that it is received by the Monitor by no later than 5:00 p.m. on the date that is seven (7) Calendar Days after the date of delivery to the applicable Person of the Notice of Revision or Disallowance. The Monitor shall provide a copy of such Notice of Dispute of Revision or Disallowance to any counsel to a Director or Officer upon such request being made.

40. **THIS COURT ORDERS** that where a Person that receives a Notice of Revision or Disallowance pursuant to paragraph 38 above does not file a Notice of Dispute of Revision or Disallowance by the time set out in paragraph 39 above, such Person's Director/Officer Claim shall be deemed to be as determined in the Notice of Revision or Disallowance and any and all of such Person's rights to dispute the Director/Officer Claim(s) as determined in the Notice of Revision or Disallowance or to otherwise assert or pursue such Director/Officer Claims other than as they are determined in the Notice of Revision or Disallowance shall be forever extinguished and barred without further act or notification.

(v) **Resolution of Director/Officer Claims**

41. **THIS COURT ORDERS** that in the event that the Applicants determine that it is necessary to finally determine the amount of a Director/Officer Claim and the Applicants, with the assistance of the Monitor and the consent of the applicable Directors and Officers, are unable to resolve a dispute regarding such Director/Officer Claim with the Person asserting such Director/Officer Claim, the Applicants shall so notify the Monitor and such Person. Thereafter, the Disputed Director/Officer Claim shall be referred to the Court for resolution or to such alternative dispute resolution as may be ordered by the Court or as agreed to by the Monitor, the Applicants and the applicable Person. The Court or an alternative dispute resolution, as the case may be, shall resolve the dispute.

**WARN ACT CLAIMS**

42. **THIS COURT ORDERS** that, notwithstanding anything to the contrary herein, for purposes of the matters set out in this Order, in respect of the WARN Act Class Action and any WARN Act Claims:

- (a) the WARN Act Plaintiffs shall be treated as Unknown Creditors in accordance with paragraphs 24 to 35 of this Order (and, for greater certainty, the WARN Act Plaintiffs shall not be treated as Known Creditors);
- (b) Class Action Counsel shall be entitled to file Proofs of Claim, Notices of Dispute of Revision and Disallowance, receive service and delivery of Claims Packages and other materials in these proceedings and otherwise deal with the Applicants, the Monitor and their respective counsel in respect of the matters described in this Order on behalf of the WARN Act Plaintiffs, provided that the ability of Class Action Counsel to vote at any Meeting of the WARN Act Plaintiffs Class (as defined in the Meetings Order) shall be governed by the Meetings Order; and
- (c) the Applicants shall be permitted to accept any duly filed WARN Act Claims as Voting Claims for the limited purpose of allowing such Claims to be voted at a Meeting of the WARN Act Plaintiffs Class (as defined in the Meetings Order) without prejudice to the determination of such Claims as Voting Claims and/or Distribution Claims for any other purpose.

**SET-OFF**

43. **THIS COURT ORDERS** that the Applicants may set-off (whether by way of legal, equitable or contractual set-off) against payments, obligations or other distributions to be made pursuant to or in connection with the Plan to any Creditor, any claims of any nature whatsoever that the Applicants may have against such Creditor; however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Applicants of any such claim that the Applicants may have against such Creditor.

**NOTICE OF TRANSFEREES**

44. **THIS COURT ORDERS** that if, after the Filing Date, the holder of a Claim transfers or assigns the whole of such Claim to another Person, neither the Monitor nor the Applicants shall be obligated to give notice or otherwise deal with the transferee or assignee of such Claim in respect thereof unless and until actual notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received and acknowledged by the Applicants and the Monitor in writing and thereafter such transferee or assignee shall for the purposes hereof constitute the "Creditor" in respect of such Claim. Any such transferee or assignee of a Claim shall be bound by any notices given or steps taken in respect of such Claim in accordance with this Claims Procedure Order prior to receipt and acknowledgement by the Applicants and the Monitor of satisfactory evidence of such transfer or assignment. A transferee or assignee of a Claim takes the Claim subject to any rights of set-off to which the Applicants may be entitled with respect to such Claim. For greater certainty, 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 Applicants. The effect of a transfer or assignment of a Claim for purposes of voting at any Meeting shall be governed by the Meetings Order. Reference to transfer in this Claims Procedure Order includes a transfer or assignment whether absolute or intended as security.
45. **THIS COURT ORDERS** that, subject to any restrictions contained in Applicable Laws, a Creditor (other than a Secured Noteholder) may transfer or assign the whole of its Claim after the Meetings provided that the Applicants or the Monitor shall not be obliged

to make distributions to any such transferee or assignee or otherwise deal with such transferee or assignee as a Creditor in respect thereof unless and until actual notice of the transfer or assignment, together with satisfactory evidence of such transfer or assignment and such other documentation as the Applicants and the Monitor may reasonably require, has been received by the Applicants and the Monitor on or before the Plan Implementation Date, or such other date as the Monitor may agree, failing which the original transferor shall have all applicable rights as the "Creditor" with respect to such Claim as if no transfer of the Claim had occurred. Thereafter, such transferee or assignee shall, for all purposes in accordance with the Claims Procedure Order constitute the Creditor in respect of the transferred or assigned Claim and shall be bound by notices given and steps taken in respect of such Claim. For greater certainty, the Applicants shall not recognize partial transfers or assignments of Claims.

46. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall restrict Secured Noteholders who have beneficial ownership of a Claim in respect of Secured Notes from transferring or assigning such Claim, in whole or in part, in connection with a transfer of such Secured Noteholders' Secured Notes, provided that if such transfer or assignment occurs after any applicable record date, the Applicants, the Monitor and their agents shall have no obligation to deal with such transferee or assignee as a Creditor in respect thereof for purposes of dealing with any matter in respect of which such record date was set, and the Applicants, the Monitor and their agents shall be entitled deal with the Secured Noteholder who beneficially owned such Secured Notes as of such record date in respect of any such matter. Secured Noteholders who assign or acquire their Claims after the Plan Implementation Date shall be wholly responsible for ensuring that

plan distributions intended to be included within such assignments are in fact delivered to the assignee and that neither the Applicants, the Monitor, CDS, the 2011 Trustee, the 2013 Trustee, nor their agents, as applicable, shall have any liability in connection therewith.

### **SERVICE AND NOTICES**

47. **THIS COURT ORDERS** that the Applicants and the Monitor may, unless otherwise specified by this Claims Procedure Order, serve and deliver the Claims Package, any letters, notices or other documents to Creditors or any other interested Person by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, facsimile transmission or email to such Persons at the physical or electronic address, as applicable, last shown on the books and records of the Applicants or set out in such Creditor's 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 Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth 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 facsimile transmission or email by 5:00 p.m. on a Business Day, on such Business Day and if delivered after 5:00 p.m. or other than on a Business Day, on the following Business Day.
48. **THIS COURT ORDERS** that any notice or communication required to be provided or delivered by a Creditor to the Monitor or the Applicants under this Claims Procedure Order shall be in writing in substantially the form, if any, provided for in this Claims Procedure Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or email addressed to:



If to the Applicants:

c/o Cline Mining Corporation  
161 Bay Street, 26<sup>th</sup> Floor,  
Toronto, ON M5J 2S1  
Attention: Matthew Goldfarb, Chief Restructuring Officer  
Email: mgoldfarb@clinemining.com

With a copy to:

Goodmans LLP  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, Ontario M5H 2S7  
Attention: Robert Chadwick / Logan Willis / Bradley Wiffen  
Fax: (416) 979-1234  
Email: rchadwick@goodmans.ca / lwillis@goodmans.ca /  
bwiffen@goodmans.ca

If to the Monitor:

FTI Consulting Canada Inc., Court-appointed Monitor of Cline Mining  
Corporation, New Elk Coal Company LLC and North Central Energy Company  
Claims Process

79 Wellington Street West  
TD South Tower  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8  
Attention: Pamela Luthra  
Fax: (416) 649.8101  
Email: cline@fticonsulting.com

With a copy to:

Osler, Hoskin & Harcourt LLP  
100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto ON M5X 1B8  
Attention: Mark Wasserman / Michael De Lellis  
Fax: (416) 862 6666  
Email: mwasserman@osler.com / mdelellis@osler.com

Any such notice or communication delivered by a Creditor shall be deemed to be received upon actual receipt by the Monitor thereof during normal business hours on a Business Day or if delivered outside of normal business hours, the next Business Day.

49. **THIS COURT 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, such notices or other communications sent by ordinary mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery, facsimile transmission or email in accordance with this Claims Procedure Order.
50. **THIS COURT ORDERS** that in the event that this Claims Procedure Order is later amended by further Order of the Court, the Applicants or the Monitor may post such further Order on the Monitor's website and such posting shall constitute adequate notice to Creditors of such amended claims procedure.

#### **MISCELLANEOUS**

51. **THIS COURT ORDERS** that notwithstanding any other provisions of this Claims Procedure Order, the solicitation by the Monitor or the Applicants of Proofs of Claim, the delivery of a Notice of Claim, and the filing by any Person of any Proof of Claim shall not, for that reason only, grant any Person any standing in these proceedings or rights under any proposed Plan.

52. **THIS COURT ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or assignment of Claims into particular classes for the purpose of a Plan and, for greater certainty, the treatment of Claims, or any other claims and the classification of Creditors for voting and distribution purposes shall be subject to the terms of any proposed Plan, the Meetings Order or further Order of this Court.
53. **THIS COURT ORDERS** that, except as expressly provided herein, the determination of Claims pursuant to this Order shall apply for all purposes unless otherwise further ordered by the Court.
54. **THIS COURT ORDERS** that the Applicants or the Monitor may from time to time apply to this Court to amend, vary, supplement or replace this Order or for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.
55. **THIS COURT ORDERS** that any interested party, other than the Applicants or the Monitor, that wishes to amend or vary this Order shall be entitled to appear or bring a motion before this Court on a date to be set by this Court upon the granting of this Order (the "**Comeback Date**"), and any such interested party shall give notice to any other party or parties likely to be affected by the order sought in advance of the Comeback Date.
56. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

57. **THIS COURT REQUESTS** the aid and recognition of other Canadian and foreign Courts, tribunal, regulatory or administrative bodies, including any Court or administrative tribunal of any Federal or State Court or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this 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 Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

  
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ENTERED AT / INSCRIT A TORONTO  
ON / BOOK NO.  
LE / DANS LE REGISTRE NO.:

DEC 3 - 2014



**SCHEDULE "A"**

**NOTICE TO CREDITORS OF Cline Mining Corporation, New Elk Coal Company LLC  
and North Central Energy Company (the "Applicants")  
and/or their Directors or Officers**

**RE: NOTICE OF CLAIMS BAR DATE IN COMPANIES' CREDITORS  
ARRANGEMENT ACT ("CCAA") PROCEEDINGS**

**NOTICE IS HEREBY GIVEN** that pursuant to an Order of the Ontario Superior Court of Justice made December 3, 2014 (the "**Order**"), a claims procedure has been commenced for the purpose of identifying and determining all claims against the Applicants and the Directors and Officers of the Applicants that are to be affected in the Applicants' Plan of Compromise and Arrangement under the CCAA.

**PLEASE TAKE NOTICE** that the claims procedure applies only to the Claims described in the Order. A copy of the Order and other public information concerning CCAA Proceedings in respect of the Applicants can be found at the following website: <http://cfcanada.fliconsulting.com/cline>. Any creditor, other than a Secured Noteholder, who has not received a Notice of Claim and who believes that he or she has a Claim against the Applicants or a Director or Officer under the Order must contact the Monitor in order to obtain a Proof of Claim form.

**THE CLAIMS BAR DATE** is 5:00 p.m. (Toronto Time) on January 13, 2015. Proofs of Claim in respect of Prefiling Claims and Director/Officer Claims must be completed and filed with the Monitor on or before the Claims Bar Date.

**THE RESTRUCTURING PERIOD CLAIMS BAR DATE** is 5:00pm (Toronto Time) on the date that is seven (7) Calendar Days after termination, repudiation or resiliation of the agreement or other event giving rise to the Restructuring Period Claim. Proofs of Claim in respect of Restructuring Period Claims must be completed and filed with the Monitor on or before the Restructuring Period Claims Bar Date.

**HOLDERS OF CLAIMS** who have not received a Notice of Claim and who do not file a Proof of Claim by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, shall not be entitled to vote at any meeting of creditors regarding the plan of compromise and arrangement being proposed by the Applicants or to participate in any distribution under such plan, and any Claims such creditor may have against the Applicants and/or any of the Directors or Officers of the Applicants shall be forever extinguished and barred.

**CREDITORS REQUIRING INFORMATION** or claim documentation may contact the Monitor at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

FTI Consulting Canada Inc., Court-appointed Monitor of Cline Mining Corporation, New Elk Coal Company LLC and North Central Energy Company  
Claims Process

79 Wellington Street West  
TD South Tower  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8  
Attention: Pamela Luthra

Telephone (416) 649.8099 (Local Toronto)  
(855) 398.7390 (Toll-Free)  
Fax: (416) 649.8101  
Email [cline@fticonsulting.com](mailto:cline@fticonsulting.com)

## SCHEDULE "B"

### INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE FOR KNOWN CREDITORS OF CLINE MINING CORPORATION, NEW ELK COAL COMPANY LLC AND NORTH CENTRAL ENERGY COMPANY (collectively, the "Applicants")

#### CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) dated December 3, 2014 (as such Order may be amended from time to time, the "**Claims Procedure Order**") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA"), the Applicants and FTI Consulting Canada Inc., in its capacity as Court-appointed monitor of the Applicants (the "**Monitor**"), have been authorized to conduct a claims procedure (the "**Claims Procedure**"). A copy of the Claims Procedure Order and other public information concerning these proceedings can be obtained from the Monitor's website at <http://cfcanada.fticonsulting.com/cline>.

This letter provides general instructions for completing a Notice of Dispute of Claim form. Defined terms not defined within this instruction letter shall have the meaning ascribed thereto in the Claim Procedure Order.

The Claims Procedure is intended to identify and determine the amount of any claims against the Applicants or any or all of the Directors or Officers of the Applicants, whether unliquidated, contingent or otherwise, that are to be affected in the plan of compromise and arrangement being pursued by the Applicants under the CCAA. Please review the Claims Procedure Order for the full terms of the Claims Procedure.

All notices and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission, email, or telephone at the address below:

FTI Consulting Canada Inc., Court-appointed Monitor of Cline Mining Corporation, New Elk Coal Company LLC and North Central Energy Company

Claims Process

79 Wellington Street West  
TD South Tower  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8  
Attention: Pamela Luthra

Telephone (416) 649.8099 (Local Toronto)  
(855) 398.7390 (Toll-Free)  
Fax: (416) 649.8101  
Email [cline@fticonsulting.com](mailto:cline@fticonsulting.com)

**FOR CREDITORS DISPUTING A NOTICE OF CLAIM**

If you have received a Notice of Claim and you dispute the determination of your Claims as set forth therein for voting and/or distribution purposes, you must file a Notice of Dispute of Claim form with the Monitor. All Notices of Dispute of Claim **must be received by the Monitor on or before 5:00 p.m. (Toronto Time) on January 13, 2015**. If a Notice of Dispute of Claim is not received on or before that time then you shall be deemed to have accepted the determination of your Claims as set out in the Notice of Claim for both voting and distribution purposes, and any and all of your rights to dispute such Claims as so valued or to otherwise assert or pursue such Claims in an amount that exceeds the amount set forth on the Notice of Claim shall be forever extinguished and barred without further act or notification.

If you believe you have any additional Claims other than the Claims set out in the Notice of Claim (including a Pre-Filing Claim, a Director/Officer Claim or a Restructuring Period Claim) you must file a Proof of Claim to assert any such additional Claims so that it is received by the Monitor by the Claims Bar Date or the Restructuring Period Claims Bar Date, as applicable, otherwise any such Claim shall be forever extinguished and barred without further act or notification.

All Claims shall be converted to Canadian dollars at the Bank of Canada Canadian Dollar noon exchange rate in effect at the date of the Initial Order. Claim amounts listed in the Notice of Claim are denominated in Canadian Dollars.

Additional Notices of Dispute of Claim forms and Proof of Claim forms can be obtained from the Monitor's website at <http://cfcanada.fticonsulting.com/cline> or by contacting the Monitor.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.



**SCHEDULE "C"**

Court File No. CV-14-10781-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST  
IN 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 CLINE MINING CORPORATION, NEW ELK COAL  
COMPANY LLC AND NORTH CENTRAL ENERGY COMPANY**

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**NOTICE OF CLAIM**

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**TO: [insert name and address of creditor]**

This notice is issued pursuant to the Claims Procedure for Claims in respect of Cline Mining Corporation, New Elk Coal Company LLC and North Central Energy Company (the "**Applicants**"), and their Directors and Officers, which was approved by the Order of the Ontario Superior Court of Justice (Commercial List) granted December 3, 2014 in the CCAA Proceedings ("**Claims Procedure Order**"). Capitalized terms used herein are as defined in the Claims Procedure Order unless otherwise noted. A copy of the Claims Procedure Order can be obtained from the website of FTI Consulting Canada Inc., the Court-appointed Monitor of the Applicants, at <http://cfcanada.fticonsulting.com/cline>.

According to the books, records and other relevant information in the possession of the Applicants, your total Claim(s) are as follows:

<b>Debtor</b>	<b>Type of Claim</b>	<b>Amount*</b>	<b>Secured/Unsecured</b>
		\$	

\* Amount is in Canadian Dollars. All Claims in an original currency other than Canadian Dollars are converted to Canadian Dollars using the Bank of Canada noon exchange rate on December 3, 2014.

If you agree that the foregoing determination accurately reflects your Claim(s) against the Applicants, you are not required to respond to this Notice of Claim. If you disagree with the determination of your Claim(s) against the Applicants as set out herein, you must deliver a

Notice of Dispute of Claim to the Monitor such that it is received by the Monitor by no later than **5:00 p.m. (Toronto Time) on January 13, 2015** (the “**Claims Bar Date**”).

You may accept the Claim(s) set out in this Notice of Claim for voting purposes without prejudice to your rights to dispute the Claim(s) for distribution purposes. If you fail to deliver a Notice of Dispute of Claim for voting and distribution purposes such that it is received by the Monitor by the Claims Bar Date, then you shall be deemed to have accepted your Claim(s) as set out in this Notice of Claim.

If you believe you have a Claim that has not been provided for in the Notice of Claim you received, including any additional Prefiling Claim, any Restructuring Period Claim or any Director/Officer Claims, you must contact the Monitor to request a Claims Package and you must complete a Proof of Claim form in respect of such Claim and deliver it to the Monitor at the address or facsimile noted below such that it is received by the Monitor by the Claims Bar Date (in respect of a Prefiling Claim or Director/Officer Claims) and by 5:00pm (Toronto Time) on the date that is seven (7) Calendar Days after termination, repudiation or resiliation of the agreement or other event giving rise to the Restructuring Period Claim (in respect of a Restructuring Period Claim) (the “**Restructuring Period Claims Bar Date**”). If you fail to deliver such Proof of Claim by such date, you shall not be entitled to vote at any Meeting of creditors regarding the plan of compromise and arrangement by the Applicants or participate in any distribution under such plan in respect of such Claim, and such Claim shall be forever extinguished and barred.

DATED at Toronto, this \_\_\_\_ day of December, 2014.

FTI Consulting Canada Inc., Court-appointed Monitor of Cline Mining Corporation, New Elk Coal Company LLC and North Central Energy Company  
Claims Process

79 Wellington Street West  
TD South Tower  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8  
Attention: Pamela Luthra  
Telephone (416) 649.8099 (Local Toronto)  
(855) 398.7390 (Toll-Free)  
Fax: (416) 649.8101  
Email [cline@fticonsulting.com](mailto:cline@fticonsulting.com)

**SCHEDULE "D"**

Court File No. CV-14-10781-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN 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 CLINE MINING CORPORATION, NEW ELK COAL  
COMPANY LLC AND NORTH CENTRAL ENERGY COMPANY**

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**NOTICE OF DISPUTE OF CLAIM**

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**1. PARTICULARS OF CREDITOR**

(a) Full Legal Name of Creditor:

\_\_\_\_\_

(b) Full Mailing Address of Creditor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Telephone Number of Creditor:

\_\_\_\_\_

(d) Facsimile Number of Creditor:

\_\_\_\_\_

(e) E-mail Address of Creditor:

\_\_\_\_\_

(f) Attention (Contact Person):

\_\_\_\_\_

2. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes  No   
(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): \_\_\_\_\_

3. **DISPUTE OF DETERMINATION OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:**

*(Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada Canadian Dollar noon exchange rate in effect as of the date of the Initial Order.)*

We hereby disagree with the determination of our Claim as set out in the Notice of Claim dated \_\_\_\_\_, as set out below:

	As specified in Notice of Claim	Disputed for (check all that apply)	Claim asserted by Creditor
Claim against: Name of Applicant or Director/Officer			
Voting Claim			
Distribution Claim			
Secured or Unsecured?			

*(Insert particulars of Claim per Notice of Claim and the value of your claim as asserted by you.)*

4. **REASONS FOR DISPUTE:**

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. The particulars provided must support the description of the Claim as stated by you in item 3, above.)*

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This Notice of Dispute of Claim must be returned to and received by the Monitor by no later than **5:00 p.m. (Toronto Time) on January 13, 2015**, the Claims Bar Date, at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission or email:

FTI Consulting Canada Inc., Court-appointed Monitor of Cline Mining Corporation, New Elk Coal Company LLC and North Central Energy Company  
Claims Process

79 Wellington Street West  
TD South Tower  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8  
Attention: Pamela Luthra  
Telephone (416) 649.8099 (Local Toronto)  
(855) 398.7390 (Toll-Free)  
Fax: (416) 649.8101  
Email cline@fticonsulting.com

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

**SCHEDULE “E”**

Court File No. CV-14-10781-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN 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 CLINE MINING CORPORATION, NEW ELK COAL  
COMPANY LLC AND NORTH CENTRAL ENERGY COMPANY**

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**NOTICE OF REVISION OR DISALLOWANCE**

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**TO: [insert name and address of creditor]**

The Applicants have reviewed your Proof of Claim dated \_\_\_\_\_, and have revised or rejected your Claim in respect of \_\_\_\_\_ for the following reasons:

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Subject to further dispute by you in accordance with the provisions of the Claims Procedure Order, your Claim will be allowed as follows:

**Type of Claim allowed (Prefiling Claim, Restructuring Period Claim, WARN Act Claim or Director / Officer Claim):**

\_\_\_\_\_.

	Amount	Secured or Unsecured?
Per Proof of Claim		
Revised / Rejected for Voting/Distribution		
Allowed as Revised for Voting / Distribution		

If you intend to dispute this Notice of Revision or Disallowance, you must notify the Monitor of such intent by delivery to the Monitor of a Notice of Dispute of Revision or Disallowance in accordance with the Claims Procedure Order such that it is received by the Monitor by no later than seven (7) Calendar Days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

FTI Consulting Canada Inc., Court-appointed Monitor of Cline Mining Corporation, New Elk Coal Company LLC and North Central Energy Company  
Claims Process

79 Wellington Street West  
TD South Tower  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8  
Attention: Pamela Luthra  
Telephone (416) 649.8099 (Local Toronto)  
(855) 398.7390 (Toll-Free)  
Fax: (416) 649.8101  
Email cline@fticonsulting.com

If you do not deliver a Notice of Dispute of Revision or Disallowance in accordance with the Claims Procedure Order, the value of your Claim shall be deemed to be as set out in this Notice of Revision or Disallowance.

DATED at Toronto, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**SCHEDULE "F"**

Court File No. CV-14-10781-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN 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 CLINE MINING CORPORATION, NEW ELK COAL  
COMPANY LLC AND NORTH CENTRAL ENERGY COMPANY**

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**NOTICE OF DISPUTE OF REVISION OR DISALLOWANCE**

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**1. PARTICULARS OF CREDITOR**

(a) Full Legal Name of Creditor:

\_\_\_\_\_

(b) Full Mailing Address of Creditor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Telephone Number of Creditor:

\_\_\_\_\_

(d) Facsimile Number of Creditor:

\_\_\_\_\_

(e) E-mail Address of Creditor:

\_\_\_\_\_

(f) Attention (Contact Person):

\_\_\_\_\_



2. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes  No   
(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): \_\_\_\_\_

3. **DISPUTE OF REVISION OR DISALLOWANCE OF CLAIM FOR VOTING AND/OR DISTRIBUTION PURPOSES:**

*(Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada Canadian Dollar noon exchange rate in effect as of the date of the Initial Order.)*

We hereby disagree with the determination of our Claim as set out in the Notice of Revision or Disallowance dated \_\_\_\_\_, as set out below:

	As specified in Notice of Revision or Disallowance	Disputed for (check all that apply)	Claim asserted by Creditor
Claim against: Name of Applicant or Director/Officer			
Voting Claim			
Distribution Claim			
Secured or Unsecured?			

Is your claim a WARN Act Claim? Yes  No

*(Insert particulars of Claim per Notice of Revision or Disallowance, and the value of your Claim as asserted by you).*

4. **REASONS FOR DISPUTE:**

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security, and amount of Claim allocated thereto, date and number of all invoices, particulars of all*

*credits, discounts, etc. claimed. The particulars provided must support the determination of the Claim as stated by you in item 3, above.)*

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If you intend to dispute the Notice of Revision or Disallowance, you must notify the Monitor of such intent by delivery to the Monitor of a Notice of Dispute of Revision or Disallowance in accordance with the Claims Procedure Order such that it is received by the Monitor by no later than seven (7) Calendar Days after you receive such Notice of Revision or Disallowance at the following address by prepaid registered mail, courier, personal delivery, facsimile transmission, email or telephone:

FTI Consulting Canada Inc., Court-appointed Monitor of Cline Mining Corporation, New Elk Coal Company LLC and North Central Energy Company  
Claims Process

79 Wellington Street West  
TD South Tower  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8  
Attention: Pamela Luthra  
Telephone (416) 649.8099 (Local Toronto)  
(855) 398.7390 (Toll-Free)  
Fax: (416) 649.8101  
Email cline@fticonsulting.com

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

## SCHEDULE "G"

### PROOF OF CLAIM INSTRUCTION LETTER FOR THE CLAIMS PROCEDURE FOR UNKNOWN CREDITORS OF CLINE MINING CORPORATION, NEW ELK COAL COMPANY LLC AND NORTH CENTRAL ENERGY COMPANY (the "Applicants")

#### CLAIMS PROCEDURE

By Order of the Ontario Superior Court of Justice (Commercial List) dated December 3, 2014 (the "CCAA Filing Date") (as such Order may be amended from time to time the "Claims Procedure Order") under the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36 (the "CCAA"), the Applicants and FTI Consulting Canada Inc., in its capacity as Court-appointed Monitor of the Applicants (the "Monitor"), have been authorized to conduct a claims procedure (the "Claims Procedure"). A copy of the Claims Procedure Order and other public information concerning these proceedings can be obtained from the Monitor's website at: <http://cfcanada.fticonsulting.com/cline>.

This letter provides general instructions for completing a Proof of Claim form. Defined terms not defined within this instruction letter shall have the meaning ascribed thereto in the Claims Procedure Order.

The Claims Procedure is intended to identify and determine any claims against the Applicants and the Directors or Officers of the Applicants, whether unliquidated, contingent or otherwise, that are to be affected in the plan of compromise and arrangement being pursued by the Applicants under the CCAA. Please review the Claims Procedure Order for the full terms of the Claims Procedure.

All notices and inquiries with respect to the Claims Procedure should be directed to the Monitor by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below:

FTI Consulting Canada Inc., Court-appointed Monitor of Cline Mining Corporation, New Elk Coal Company LLC and North Central Energy Company

Claims Process

79 Wellington Street West

TD South Tower

Suite 2010, P.O. Box 104

Toronto, ON M5K 1G8

Attention: Pamela Luthra

Telephone (416) 649.8099 (Local Toronto)

(855) 398.7390 (Toll-Free)

Fax: (416) 649.8101

Email [cline@fticonsulting.com](mailto:cline@fticonsulting.com)

## FOR CREDITORS SUBMITTING A PROOF OF CLAIM

If you believe that you have a Claim against the Applicants or a Director or Officer of the Applicants and you have not already received a Notice of Claim in respect of such Claim, you must complete and file a Proof of Claim form with the Monitor. All Proofs of Claim for Prefiling Claims (i.e. Claims against the Applicants arising prior to the CCAA Filing Date) and all Director/Officer Claims **must be received by the Monitor before 5:00 p.m. (Toronto Time) on January 13, 2015** (the “**Claims Bar Date**”), unless the Monitor and the Applicants agree in writing or the Court orders that the Proof of Claim be accepted after that date. If you do not file a Proof of Claim in respect of any such Claims by the Claims Bar Date, you shall not be entitled to vote at any meeting of creditors regarding the plan of compromise and arrangement being proposed by the Applicants or participate in any distribution under such plan in respect of such Claims and any such Claims shall be forever extinguished and barred.

All Proofs of Claim for Restructuring Period Claims (i.e. Claims against the Applicants arising on or after the CCAA Filing Date) **must be received by the Monitor on the date that is seven (7) Calendar Days after termination, repudiation or resiliation of the agreement or other event giving rise to the Restructuring Period Claim** (the “**Restructuring Period Claims Bar Date**”), unless the Monitor and the Applicants agree in writing or the Court orders that the Proof of Claim be accepted after that date. If you do not file a Proof of Claim in respect of any such Restructuring Period Claims by the Restructuring Period Claims Bar Date, you shall not be entitled to vote at any meeting of creditors regarding the plan of compromise and arrangement being proposed by the Applicants or participate in any distribution under such plan in respect of such Claims and any such Claims you may have against the Applicants and/or any of the Directors and Officers of the Applicants shall be forever extinguished and barred.

All Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada United States/Canadian Dollar noon exchange rate in effect as of the date of the Initial Order.

## ADDITIONAL FORMS

Additional Proof of Claim forms can be obtained from the Monitor’s website at <http://cfcanada.fticonsulting.com/cline> or by contacting the Monitor.

DATED this \_\_\_\_\_ day of December, 2014.

**SCHEDULE "H"**

Court File No. CV-14-10781-00CL

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST**

**IN 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 CLINE MINING CORPORATION, NEW ELK COAL  
COMPANY LLC AND NORTH CENTRAL ENERGY COMPANY**

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**PROOF OF CLAIM**

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**1. PARTICULARS OF CREDITOR**

(a) Full Legal Name of Creditor:

\_\_\_\_\_

(b) Full Mailing Address of Creditor:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Telephone Number of Creditor:

\_\_\_\_\_

(d) Facsimile Number of Creditor:

\_\_\_\_\_

(e) E-mail Address of Creditor:

\_\_\_\_\_

(f) Attention (Contact Person):

\_\_\_\_\_

2. **PARTICULARS OF ORIGINAL CREDITOR FROM WHOM YOU ACQUIRED CLAIM, IF APPLICABLE:**

(a) Have you acquired this Claim by assignment? Yes  No   
(if yes, attach documents evidencing assignment)

(b) Full Legal Name of original creditor(s): \_\_\_\_\_

3. **PROOF OF CLAIM**

**THE UNDERSIGNED CERTIFIES AS FOLLOWS:**

(a) That I am a Creditor of the Applicants / I hold the position of \_\_\_\_\_ of the Creditor;

(b) That I have knowledge of all the circumstances connected with the Claim described and set out below;

(c) The Applicants and/or the Director(s) or Officer(s) of the Applicants were and still are indebted to the Creditor as follows (*Any Claims denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada Canadian Dollar noon exchange rate in effect as of the date of the Initial Order.*)

(i) Name of Applicant(s) to which Claim Relates:

\_\_\_\_\_

(ii) Prefiling Claims against the Applicants (not including WARN Act Claims):

\$ \_\_\_\_\_

(iii) Restructuring Period Claims against the Applicants:

\$ \_\_\_\_\_

(iv) Director/Officer Claims against the Directors and/or Officers of the Applicants:

\$ \_\_\_\_\_

(v) WARN Act Claims against the Applicants:

\$ \_\_\_\_\_

(vi) TOTAL CLAIM:

\$ \_\_\_\_\_ (Total of (ii), (iii), (iv) and (v))

4. NATURE OF CLAIM AGAINST THE APPLICANTS

*(CHECK AND COMPLETE APPROPRIATE CATEGORY)*

Unsecured Claim of \$ \_\_\_\_\_

Secured Claim of \$ \_\_\_\_\_

In respect of this debt, I hold security over the assets of the Applicants valued at \$ \_\_\_\_\_, the particulars of which security and value are attached to this Proof of Claim form.

*(If the Claim is secured, provide full particulars of the security, including the date on which the security was given the value for which you ascribe to the assets charged by your security, the basis for such valuation and attach a copy of the security documents evidencing the security.)*

5. PARTICULARS OF CLAIM:

The particulars of the undersigned's total Claim (including Prefiling Claims, Restructuring Period Claims, WARN Act Claims and Director/Officer Claims) are attached.

*(Provide full particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor(s) which has guaranteed the Claim, particulars and copies of any security and amount of Claim allocated thereto, date and number of all invoices, particulars of all credits, discounts, etc. claimed. If a claim is made against any Directors or Officer, specify the applicable Directors or Officers and the legal basis for the Claim against them.)*

6. FILING OF CLAIM

For Prefiling Claims, this Proof of Claim must be returned to and received by the Monitor by **5:00 p.m. (Toronto Time) on the Claims Bar Date (January 13, 2015)**.

For Restructuring Period Claims, Claim must be returned to and received by the Monitor by **5:00 p.m. (Toronto Time) on the date that is seven (7) Calendar Days after termination, repudiation or resiliation of the agreement or other event giving rise to the Restructuring Period Claim.**

In both cases, completed forms must be delivered by prepaid registered mail, courier, personal delivery, facsimile transmission or email at the address below to the Monitor at the following address:

FTI Consulting Canada Inc., Court-appointed Monitor of Cline Mining Corporation, New Elk Coal Company LLC and North Central Energy Company  
Claims Process

79 Wellington Street West  
TD South Tower  
Suite 2010, P.O. Box 104  
Toronto, ON M5K 1G8  
Attention: Pamela Luthra  
Telephone (416) 649.8099 (Local Toronto)  
(855) 398.7390 (Toll-Free)  
Fax: (416) 649.8101  
Email cline@fticonsulting.com

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.



IN 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 CLINE MINING CORPORATION, NEW ELK COAL  
COMPANY LLC AND NORTH CENTRAL ENERGY COMPANY

Court File No.: CV-14-10781-00CL

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**CLAIMS PROCEDURE ORDER**

**Goodmans LLP**  
Barristers & Solicitors  
Bay Adelaide Centre  
333 Bay Street, Suite 3400  
Toronto, Canada M5B 2M6

Robert J. Chadwick      LSUC# 35165K  
Logan Willis              LSUC# 53894K  
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Tel: 416.979.2211  
Fax: 416.979.1234

Lawyers for the Applicants