

CANADA  
PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

SUPERIOR COURT  
Commercial Division

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File: No: 500-11-048114-157

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

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

Petitioners

- and -

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

Mises-en-cause

- and -

**FTI CONSULTING CANADA INC.**

Monitor

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**ELEVENTH REPORT TO THE COURT  
SUBMITTED BY FTI CONSULTING CANADA INC.,  
IN ITS CAPACITY AS MONITOR**

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**INTRODUCTION**

1. On January 27, 2015, Bloom Lake General Partner Limited (“**Bloom Lake GP**”), Quinto Mining Corporation, 8568391 Canada Limited and Cliffs Québec Iron Mining ULC (“**CQIM**”) (collectively, the “**Bloom Lake Petitioners**”) sought and obtained an initial order (as amended, restated or rectified from time to time, the “**Bloom Lake Initial Order**”) under the *Companies’ Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the “**CCAA**”) from the Superior Court of Quebec (the “**Court**”), providing for, *inter alia*, a stay of proceedings against the Bloom Lake Petitioners until February 26, 2015, (the “**Bloom Lake Stay Period**”) and appointing FTI Consulting Canada Inc. as monitor (the “**Monitor**”). The relief granted in the Bloom Lake Initial Order was also extended to The Bloom Lake Iron Ore Mine Limited Partnership (“**Bloom Lake LP**”) and Bloom Lake Railway Company Limited (together with Bloom Lake LP, the “**Bloom Lake Mises-en-Cause**” and together with the Bloom Lake Petitioners, the “**Bloom Lake CCAA Parties**”). The proceedings commenced under the CCAA by the Bloom Lake CCAA Parties will be referred to herein as the “**CCAA Proceedings**”.

2. On May 20, 2015 (the “**Wabush Filing Date**”), the CCAA Proceedings were extended to include Wabush Iron Co. Limited (“**WICL**”), Wabush Resources Inc. (“**WRI**” and together with WICL, the “**Wabush Petitioners**”), Wabush Mines, Arnaud Railway Company and Wabush Lake Railway Company Limited (collectively the “**Wabush Mises-en-Cause**” and together with the Wabush Petitioners, the “**Wabush CCAA Parties**”) pursuant to an initial order (as amended, restated or rectified from time to time, the “**Wabush Initial Order**”) providing for, *inter alia*, a stay of proceedings against the Wabush CCAA Parties until June 19, 2015, (the “**Wabush Stay Period**”). The Bloom Lake CCAA Parties and the Wabush CCAA Parties will be referred to collectively herein as the “**CCAA Parties**”.
3. The Bloom Lake Stay Period and the Wabush Stay Period (together, the “**Stay Period**”) have been extended from time to time and currently expire on November 6, 2015.
4. On April 17, 2015, Mr. Justice Hamilton J.S.C. granted an Order approving, as it relates to the Bloom Lake CCAA Parties, a sale and investor solicitation process (as may be amended from time to time, the “**SISP**”) involving the business and assets of the Bloom Lake CCAA Parties and the Wabush CCAA Parties (the “**SISP Order**”). The SISP was subsequently amended and restated to reflect the inclusion of the Wabush CCAA Parties in the CCAA Proceedings and approved *nunc pro tunc* as it relates to the Wabush CCAA pursuant to an Order granted June 9, 2015.
5. On June 22, 2015, Mr. Justice Hamilton J.S.C. granted an Order (the “**June 22 Rep Order**”) *inter alia*:
  - (a) Appointing Michael Keeper, Terence Watt, Damin Lebel and Neil Johnson as representatives (the “**Representatives**”) of the Salaried Members (as defined in the June 22 Rep Order); and

- (b) Appointing Koskie Minsky LLP and Nicholas Scheib (collectively “**Representative Counsel**”) as legal counsel to the Representatives.
6. To date, the Monitor has filed ten reports in respect of various aspects of the CCAA Proceedings. The purpose of this, the Monitor’s Eleventh Report (this “**Report**”), is to inform the Court on the CCAA Parties’ request for an order (the “**Claims Procedure Order**”) approving a procedure for the submission, evaluation and adjudication of claims against the CCAA Parties and their directors and officers (the “**Claims Procedure**”) and to provide the Monitor’s recommendation thereon.

#### **TERMS OF REFERENCE**

7. In preparing this Report, the Monitor has relied upon unaudited financial information of the CCAA Parties, the CCAA Parties’ books and records, certain financial information prepared by the CCAA Parties and discussions with various parties (the “**Information**”).
8. Except as described in this Report:
- (a) The Monitor has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would comply with Generally Accepted Assurance Standards pursuant to the Chartered Professional Accountants of Canada Handbook; and
  - (b) The Monitor has not examined or reviewed financial forecasts and projections referred to in this Report in a manner that would comply with the procedures described in the Chartered Professional Accountants of Canada Handbook.

9. Future oriented financial information reported or relied on in preparing this Report is based on management's assumptions regarding future events; actual results may vary from forecast and such variations may be material.
10. The Monitor has prepared this Report in connection with the CCAA Parties' Motion dated October 23, 2015, initially returnable November 5, 2015 in respect of the Claims Procedure Order (the "**Claims Procedure Motion**"). The Report should not be relied on for other purposes.
11. Unless otherwise stated, all monetary amounts contained herein are expressed in Canadian Dollars. Capitalized terms not otherwise defined herein have the meanings defined in the Bloom Lake Initial Order, the Wabush Initial Order or previous reports of the Monitor.

#### **THE CLAIMS PROCEDURE**

12. Capitalized terms used in this section of this Report not otherwise defined are as defined in the proposed Claims Procedure Order, a copy of which is attached hereto as **Appendix A**.
13. The Claims Procedure Order, if granted, will provide a procedure for the submission, evaluation and adjudication of claims against each of the CCAA Parties and their respective Directors and Officers. The Claims Procedure will be administered by the Monitor in consultation with the CCAA Parties and the D&O Counsel as appropriate. The Claims Procedure Order and the relevant documents will be made available in both English and French.
14. The key steps of the Claims Procedure are summarized as follows:
  - (a) Within one business day of the granting of the Claims Procedure Order, the CCAA Parties will provide to the Monitor the Creditors List;

- (b) Within five business days, the Monitor will post the relevant documents and forms on the Monitor's Website. In practice, the documents will be posted as soon as practicable after the granting of the Claims Procedure Order;
- (c) Within ten business days, the Monitor will send to each Known Creditor other than those Employees represented by the USW or the Representatives, to the Representatives' Counsel and to the USW the Creditors' Instructions, which comprises the Claims Procedure Order, the Instruction Letter, a blank Proof of Claim and such other materials as the Monitor, in consultation with the CCAA Parties and the D&O Counsel considers necessary or appropriate. In practice, the Creditors' Instructions will be sent as soon as practicable after the granting of the Claims Procedure Order;
- (d) The Newspaper Notice will be published in English in the national edition of the Globe and Mail and the Newfoundland & Labrador Telegram and in French in La Presse as soon as possible after the granting of the Claims Procedure Order and in any event within ten business days;
- (e) Any Person other than a Represented Employee that wishes to assert a Claim other than a Restructuring Claim must file such Claim, together with all relevant supporting documentation in respect of such Claim, by no later than the Claims Bar Date, failing which such Claim shall be barred and extinguished;
- (f) Any Person that wishes to assert a Restructuring Claim must file such Restructuring Claim, together with all relevant supporting documentation in respect of such Restructuring Claim, by no later than the Restructuring Claims Bar Date, failing which such Restructuring Claim shall be barred and extinguished;

- (g) Any Person that wishes to assert a D&O Claim must file such D&O Claim, together with all relevant supporting documentation in respect of such D&O Claim, by no later than the D&O Claims Bar Date, failing which such D&O Claim shall be barred and extinguished;
- (h) The Wabush Represented Employee Claimants List, prepared by the Wabush CCAA Parties will be provided to Representatives' Counsel and the Claims of the Represented Employees shall be deemed to be as set out in the Wabush Represented Employee Claimants List unless Representatives' Counsel files the appropriate Notice(s) of Dispute by the Claims Bar Date;
- (i) Each Proof of Claim will be reviewed by the Monitor in consultation with the CCAA Parties and the Monitor may revise or disallow such Claim by sending a Notice of Revision or Disallowance to the Creditor. If the Monitor does not send a Notice of Revision or Disallowance the Claim as set out in the applicable Proof of Claim shall be deemed to be an Allowed Claim;
- (j) If a Creditor wishes to contest the revision or disallowance of its Claim, then such Creditor must file a Notice of Dispute with the Monitor by no later than 5:00 p.m. on the date that is fourteen days after the date of the Notice of Revision or Disallowance or such later date as may be ordered by the Court;
- (k) Following any such dispute, the Monitor, in consultation with the CCAA Parties, may:
  - (i) Consensually resolve the disputed Claim with the Creditor;
  - (ii) Deliver a Dispute Package to a Claims Officer for adjudication of the disputed Claim; or

- (iii) Bring a motion before the Court to adjudicate the disputed Claim.
  - (l) Any decision by the Claims Officer may be appealed to the Court;
  - (m) The procedure and timelines for the adjudication of D&O Claims mirror that for the adjudication of Claims but provide for consultation with D&O Counsel;
15. Persons with Excluded Claims are not required to file a Proof of Claim.
16. The Plan Administrator will have the sole authority to file a Proof of Claim with respect to any Pension Claim.
17. The proposed Claims Bar Date is 5:00 p.m. Eastern time on December 11, 2015 or such other date as may be ordered by the Court. The proposed D&O Claims Bar Date is also 5:00 p.m. Eastern time on December 11, 2015 or such other date as may be ordered by the Court. The proposed Restructuring Claims Bar Date is the later of:
- (a) the Claims Bar Date;
  - (b) 5:00 p.m. on the day that is twenty-one (21) days after the date that the applicable Notice of Disclaimer or Resiliation becomes effective; or
  - (c) 5:00 p.m. on the day that is twenty-one (21) days after the Court Order settling a contestation against such Notice of Disclaimer or Resiliation brought pursuant to Section 32(5)b) CCAA;
- or in each case, such other date as may be ordered by the Court.



## **THE MONITOR'S COMMENTS AND RECOMMENDATION**

18. The procedure of providing the Wabush Represented Employee Claimants List to Representative Counsel and deeming such Claims to be valid unless a Notice of Objection is filed was developed to streamline the process of dealing with such Claims. The Monitor discussed the concept with Representative Counsel and Representative Counsel was receptive to the concept.
19. No equivalent process has been included for Employees represented by the USW, as the CCAA Parties are of the view that there are no Known Claims for such Employees. Accordingly, the Creditors' Instructions will not be sent to individual Employees represented by the USW as the Claims Procedure only provides for it to be sent to Known Creditors. The Creditors' Instructions will be provided to the USW and Employees represented by the USW are entitled to file a Proof of Claim for any Claim they wish to assert.
20. It is important that Claims against the CCAA Parties be determined in order to enable an appropriate distribution of proceeds of the realization of the CCAA Parties' assets, whether through a plan of arrangement or otherwise. It is also important to determine the potential D&O Claims because of the existence of the D&O Charges and potential indemnity Claims by Directors and Officers against the CCAA Parties.
21. The Monitor is of the view that the Claims Procedure is appropriate, fair and reasonable in the circumstances and is consistent with procedures granted in other proceedings under the CCAA.
22. Accordingly, the Monitor respectfully recommends that the CCAA Parties' request for the Claims Procedure Order be granted.

The Monitor respectfully submits to the Court this, its Eleventh Report.

Dated this 27<sup>th</sup> day of October, 2015.

FTI Consulting Canada Inc.

In its capacity as Monitor of

Bloom Lake General Partner Limited, Quinto Mining Corporation,

8568391 Canada Limited, Cliffs Québec Iron Mining ULC,

Wabush Iron Co. Limited, Wabush Resources Inc.,

The Bloom Lake Iron Ore Mine Limited Partnership,

Bloom Lake Railway Company Limited, Wabush Mines,

Arnaud Railway Company and Wabush Lake Railway Company Limited



Nigel D. Meakin  
Senior Managing Director

Steven Bissell  
Managing Director

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# Appendix A

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## The Claims Procedure Order

**SUPERIOR COURT**  
(Commercial Division)

C A N A D A

PROVINCE OF QUÉBEC  
DISTRICT OF MONTRÉAL

N°: 500-11-048114-157

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

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

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

**BLOOM LAKE GENERAL PARTNER LIMITED**

**QUINTO MINING CORPORATION**

**8568391 CANADA LIMITED**

**CLIFFS QUEBEC IRON MINING ULC**

**WABUSH IRON CO. LIMITED**

**WABUSH RESOURCES INC.**

Petitioners

-and-

**THE BLOOM LAKE IRON ORE MINE LIMITED PARTNERSHIP**

**BLOOM LAKE RAILWAY COMPANY LIMITED**

**WABUSH MINES**

**ARNAUD RAILWAY COMPANY**

**WABUSH LAKE RAILWAY COMPANY LIMITED**

Mises-en-cause

-and-

**FTI CONSULTING CANADA INC.**

Monitor

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**CLAIMS PROCEDURE ORDER**

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

**SEEING** the service of the Motion;

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

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

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

1. **GRANTS** the Motion.

**Service**

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

**Definitions**

4. **DECLARES** that the following terms in this Claims Procedure Order shall, unless otherwise indicated, have the following meanings ascribed thereto:
  - 4.1 “**Allowed Claim**” means the amount, status and/or validity of the Claim of a Creditor finally determined in accordance with this Claims Procedure Order which shall be final and binding for voting and/or distribution purposes under the Plan or otherwise. Any Claim will be “finally determined” if and when:
    - (a) a Creditor files a Proof of Claim by the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, and the Monitor has not sent a Notice of Revision or Disallowance as set out in paragraph 35 of this Claims Procedure Order;
    - (b) the Monitor has sent the Creditor a Notice of Revision or Disallowance in accordance with the Claims Procedure, and the Creditor has not sent a Notice of Dispute in response thereto by the deadline set out in paragraph 36 of this Claims Procedure Order;

- (c) the Creditor, or Representative Counsel, as applicable, has sent a Notice of Dispute by the deadline set out in paragraphs 36 hereto, and the Monitor, in consultation with the CCAA Parties, and the Creditor have consensually resolved the disputed Claim;
- (d) a Claims Officer has been appointed with respect to the Claim, the Claims Officer has issued a Claims Officer's Determination with respect to the Claim as set out in paragraph 46 hereto, and the time within which any party may file an appeal of such Claims Officer's Determination has expired without any such appeal being filed, or such an appeal has been filed but subsequently withdrawn; or
- (e) the Court has made a determination with respect to the Claim and no appeal or application for leave to appeal therefrom has been brought or served on either party, or if any appeal(s) or application(s) for leave to appeal or further appeal therefrom have been made or served on either party, any (and all) such appeal(s) or application(s) have been dismissed or withdrawn, or have led to a final non-appealable ruling;

and such Claim shall become an Allowed Claim only to the extent determined as per the above, provided that the filing of a Proof Claim is not required with respect to Claims recorded in the Wabush Represented Employee Claimants List pursuant and subject to paragraphs 28 to 30 hereof;

- 4.2 **"Allowed D&O Claim"** means the amount of the D&O Claim of a D&O Claimant finally determined in accordance with this Claims Procedure Order;
- 4.3 **"BIA"** means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- 4.4 **"Bloom Lake CCAA Parties"** means Cliffs Québec Iron Mining ULC, Bloom Lake General Partner Limited, Quinto Mining Corporation, 8568391 Canada Limited, Bloom Lake Railway Company Limited, and The Bloom Lake Iron Ore Mine Limited Partnership;
- 4.5 **"Bloom Lake Initial Order"** means the Order of the Court issued on January 27, 2015 in respect of the Bloom Lake CCAA Parties, as amended, supplemented or varied from time to time;
- 4.6 **"Business Day"** means a day, other than a Saturday, a Sunday, or a non-judicial day (as defined in article 6 of the *Code of Civil Procedure*, R.S.Q., c. C-25, as amended);
- 4.7 **"CCAA"** means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- 4.8 **"CCAA Charges"** means, collectively, the Administration Charges the Directors' Charges, the Interim Lender Charge, and the Sale Advisor Charges (as such terms are defined in the Bloom Lake Initial Order and the Wabush Initial Order, and as such charges may be amended, modified or varied by further Court Order), as well as any other charge over the CCAA Parties' assets created by Court Order;

- 4.9 **“CCAA Parties”** means the Bloom Lake CCAA Parties and the Wabush CCAA Parties;
- 4.10 **“CCAA Proceedings”** means the CCAA proceedings commenced by the CCAA Parties before the Quebec Superior Court (Commercial Division) in File No. 500-11-048114-157;
- 4.11 **“Claim”** means:
- (a) any right or claim of any Person that may be asserted or made in whole or in part against the CCAA Parties (or any of them), whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind whatsoever, and any interest accrued thereon or costs payable in respect thereof, in existence on, or which is based on, an event, fact, act or omission which occurred in whole or in part prior to the applicable Determination Date, at law or in equity, by reason of the commission of a tort (intentional or unintentional), any breach of contract, lease or other agreement (oral or written), any breach of duty (including, without limitation, any legal, statutory, equitable or fiduciary duty), any right of ownership of or title to property, employment, contract or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise) or for any reason whatsoever against any of the CCAA Parties or any of their property or assets, and whether or not any such indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured (by guarantee, surety or otherwise), unsecured, present, future, known or unknown, and whether or not any such right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, together with any other rights or claims not referred to above that are or would be claims provable under the BIA had the CCAA Parties (or any one of them) become bankrupt on the applicable Determination Date, including, for greater certainty, any Tax Claim and any monetary claim in connection with any indebtedness, liability or obligation by reason of a breach of a collective bargaining agreement, including grievances in relation thereto, or by reason of a breach of a legal or statutory duty under any employment legislation or pay equity legislation; or
  - (b) any Restructuring Claim;
- provided, however, that “Claim” shall not include any Excluded Claim. For greater certainty, no “Claim” shall exist for interest or penalties accrued after the applicable Determination Date unless validly secured by a Lien;
- 4.12 **“Claims Bar Date”** means 5:00 p.m. (prevailing Eastern time) on December 11, 2015, or such other date as may be ordered by the Court;

- 4.13 “**Claims Officer**” means the individual or individuals appointed by the Monitor pursuant to paragraph 46 hereof which may include a grievance arbitrator if deemed appropriate by the Monitor;
- 4.14 “**Claims Officer’s Determination**” has the meaning given to it in paragraph 48 hereof;
- 4.15 “**Claims Procedure**” means the call for Claims and D&O Claims to be administered by the Monitor, in consultation with the CCAA Parties or D&O Counsel as applicable, pursuant to the terms of this Claims Procedure Order;
- 4.16 “**Claims Procedure Order**” means this Claims Procedure Order establishing a claims procedure;
- 4.17 “**Court**” means the Quebec Superior Court;
- 4.18 “**Court Order**” means any order made by the Court in the CCAA Proceedings;
- 4.19 “**Creditor**” means any Person having or making a Claim and may, where the context requires, include the assignee of a Claim or trustee, interim receiver, receiver and manager, or any other Person acting on behalf of such Person, and includes a Known Creditor. A Creditor shall not, however, include an Excluded Creditor in respect of that Person’s Excluded Claim;
- 4.20 “**Creditors’ Instructions**” means the document package which includes a copy of (i) the Instruction Letter; (ii) a blank Proof of Claim; (iii) this Claims Procedure Order; and (iv) such other materials as the Monitor, in consultation with the CCAA Parties and D&O Counsel, considers necessary or appropriate;
- 4.21 “**Creditors List**” means a list for each of the CCAA Parties showing the name of all Known Creditors of such CCAA Party and the amount owing to each Known Creditor, which list shall be prepared by the CCAA Parties;
- 4.22 “**Designated Newspapers**” means, for the English language version of the Newspaper Notice, the Globe and Mail (National Edition) and the Telegram (Newfoundland & Labrador); and, for the French language version of the Newspaper Notice, La Presse;
- 4.23 “**Determination Date**” means January 27, 2015 for the Bloom Lake CCAA Parties, and May 20, 2015 for the Wabush CCAA Parties;
- 4.24 “**Director**” means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, a director of any one or more of the CCAA Parties;
- 4.25 “**D&O Claim**” means any right or claim of any Person against one or more of the Directors and/or Officers howsoever arising, for which the Directors and/or Officers, or any of them, are by statute liable to pay in their capacity as Directors and/or Officers or which are secured by way of the Directors’ Charges (as defined in the Bloom Lake Initial Order and Wabush Initial Order);



- 4.26 “**D&O Claims Bar Date**” means 5:00 p.m. (prevailing Eastern time) on December 11, 2015, or such other date as may be ordered by the Court;
- 4.27 “**D&O Claimant**” means any Person having or making a D&O Claim and may, where the context requires, include the assignee of a D&O Claim or trustee, interim receiver, receiver and manager, or any other Person acting on behalf of such Person;
- 4.28 “**D&O Counsel**” means Lax O’Sullivan Scott Lisus LLP, 145 King Street, suite 2750, Toronto, Ontario M5H 1G8, c/o Andrew Winton (awinton@counsel-toronto.com) and Matthew Gottlieb (mgottlieb@counsel-toronto.com);
- 4.29 “**D&O Proof of Claim**” means the form of D&O Proof of Claim, substantially in the form of **Schedule “A”** hereto, or, as the context may require, such form as completed and filed with the Monitor, together with the appended relevant documents, if any;
- 4.30 “**D&O Notice of Revision or Disallowance**” means a notice substantially in the form of **Schedule “B”** hereto advising a D&O Claimant that the Monitor has revised or disallowed all or part of such D&O Claimants’ D&O Claim set out in its D&O Proof of Claim and setting out the reasons for such revision or disallowance;
- 4.31 “**D&O Notice of Dispute**” means a notice substantially in the form attached hereto as **Schedule “C”** delivered by a D&O Claimant who has received a D&O Notice of Revision or Disallowance, disputing such D&O Notice of Revision or Disallowance;
- 4.32 “**D&O Dispute Package**” means with respect to any D&O Claim, a copy of the related D&O Proof of Claim, D&O Notice of Revision or Disallowance, and D&O Notice of Dispute;
- 4.33 “**Dispute Package**” means, with respect to any Claim, a copy of the related Proof of Claim, Notice of Revision or Disallowance, and Notice of Dispute;
- 4.34 “**Employee**” means any current or former employee of the CCAA Parties;
- 4.35 “**Excluded Claim**” means, subject to further order of this Court, any right or claim of any Person that may be asserted or made in whole or in part against the CCAA Parties (or any one of them) in connection with any indebtedness, liability or obligation of any kind which arose in respect of obligations first incurred on or after the Determination Date (other than Restructuring Claims and D&O Claims), and any interest thereon, including any obligation of the CCAA Parties toward creditors who have supplied or shall supply services, utilities, goods or materials, or who have or shall have advanced funds to the CCAA Parties on or after the Determination Date, but only to the extent of their claims in respect of the supply or advance of such services, utilities, goods, materials or funds on or after the Determination Date, and:
- (a) any claim secured by any CCAA Charge; and

- (b) any claim with respect to fees and disbursements incurred by counsel for any CCAA Party, Director, the Monitor, a Claims Officer, or any financial advisor retained by any of the foregoing, as approved by the Court to the extent required;
- 4.36 **“Excluded Creditor”** means a Person having a Claim in respect of an Excluded Claim, but only in respect of such Excluded Claim;
- 4.37 **“Instruction Letter”** means the letter regarding completion of a Proof of Claim, which letter shall be substantially in the form attached hereto as **Schedule “D”**;
- 4.38 **“Known Creditor”** means a Creditor whose Claim is either included in the CCAA Parties’ books and records as of the Determination Date, or otherwise to the knowledge of the CCAA Parties;
- 4.39 **“Lien”** means any valid and enforceable mortgage, charge, pledge, assignment by way of security, lien, hypothec, security interest, deemed trust or other encumbrance granted or arising pursuant to a written agreement or statute or otherwise created by law;
- 4.40 **“Monitor”** means FTI Consulting Canada Inc. in its capacity as Court-appointed Monitor to the CCAA Parties pursuant to the Bloom Lake Initial Order and the Wabush Initial Order;
- 4.41 **“Monitor’s Website”** means the Monitor’s website located at <http://cfcanada.fticonsulting.com/bloomlake/>;
- 4.42 **“Newspaper Notice”** means the notice of this Claims Procedure Order to be published in the Designated Newspapers, being in substantially the form attached hereto as **Schedule “E”**;
- 4.43 **“Notice of Disclaimer or Resiliation”** means a written notice issued, either pursuant to the provisions of an agreement or under Section 32 of the CCAA, on or after the Determination Date by the CCAA Parties, and copied to the Monitor, advising a Person of the restructuring, disclaimer, resiliation or termination of any contract, employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral, and whether such restructuring, disclaimer, resiliation or termination took place or takes place before or after the date of this Claims Procedure Order;
- 4.44 **“Notice of Dispute”** means a notice substantially in the form attached hereto as **Schedule “F”** delivered by a Creditor who has received a Notice of Revision or Disallowance, disputing such Notice of Revision or Disallowance;
- 4.45 **“Notice of Revision or Disallowance”** means a notice substantially in the form of **Schedule “G”** hereto advising a Creditor that the Monitor has revised or disallowed all or part of such Creditor’s Claim set out in its Proof of Claim and setting out the reasons for such revision or disallowance;

- 4.46 “**Officer**” means any Person who is or was, or may be deemed to be or have been, whether by statute, operation of law or otherwise, an officer of any one or more of the CCAA Parties;
- 4.47 “**Pension Claim**” means any Claim with respect to the administration, funding or termination of any Pension Plan, including any Claim for any wind up deficiency or unpaid special payments;
- 4.48 “**Pension Plan**” means any pension plan for Employees including the defined contribution schemes for all Employees of the Bloom Lake CCAA Parties and those Employees of the Wabush CCAA Parties’ Employees hired on or after January 1, 2013, as well as the two defined benefit plans, known as the *Contributory Pension Plan for Salaried Employees of Wabush Mines, CMC, Managing Agent, Arnaud Railway Company and Wabush Lake Railway Company* and the *Pension Plan for Bargaining Unit Employees of Wabush Mines, CMC, Managing Agent, Arnaud Railway Company and Wabush Lake Railway Company*;
- 4.49 “**Person**” means any individual, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization without legal personality, joint venture, governmental body or agency, or any other entity;
- 4.50 “**Plan**” means a plan of compromise or arrangement that may be filed by some or all of the CCAA Parties pursuant to the CCAA, as such plan may be amended or supplemented from time to time;
- 4.51 “**Plan Administrator**” in relation to the Pension Plans, the duly appointed plan administrator;
- 4.52 “**Proof of Claim**” means the form of Proof of Claim, substantially in the form of **Schedule “H”** hereto, or, as the context may require, such form as completed and filed with the Monitor, together with the appended relevant documents, if any;
- 4.53 “**Representative Court Order**” means the Order of the Court dated June 22, 2015 as may be amended, supplemented or varied from time to time;
- 4.54 “**Represented Employee**” means any person represented by the Representatives;
- 4.55 “**Representatives**” means Michael Keeper, Terence Watt, Damian Lebel and Neil Johnson in their capacity as Court-appointed representatives of all salaried/non-union Employees and retirees of the Wabush CCAA Parties or any person claiming an interest under or on behalf of such employees or pensioners and surviving spouses, or group or class of them, the whole pursuant and subject to the terms of the Representative Court Order;
- 4.56 “**Representatives’ Counsel**” means Koskie Minsky LLP, 20 Queen Street West, suite 900, Toronto Ontario M5H 3R3, c/o Andrey J. Hatnay (ahatnay@kmlaw.ca) and Ary N. Kaplan akaplan@kmlaw.ca) and Scheib Legal, 600 de Maisonneuve Boulevard West, suite 1700, Montreal, Quebec H3A 3J2, c/o Nick Scheib (nick@scheib.ca);

- 4.57 **“Restructuring Claim”** means any right or claim of any Person against the CCAA Parties (or any one of them) in connection with any indebtedness, liability or obligation of any kind whatsoever owed by the CCAA Parties (or any one of them) to such Person, arising out of the restructuring, disclaimer, resiliation, termination or breach, on or after the Determination Date, of any contract, employment agreement, lease or other agreement or arrangement, whether written or oral, and whether such restructuring, disclaimer, resiliation, termination or breach took place or takes place before or after the date of this Claims Procedure Order, and, for greater certainty, includes any right or claim of an employee of any of the CCAA Parties arising from a termination of its employment after the Determination Date, *provided, however*, that “Restructuring Claim” shall not include an Excluded Claim;
- 4.58 **“Restructuring Claims Bar Date”** means the later of (i) the Claims Bar Date; (ii) 5:00 p.m. on the day that is twenty-one (21) days after the date that the applicable Notice of Disclaimer or Resiliation becomes effective; or (iii) 5:00 p.m. on the day that is twenty-one (21) days after the Court Order settling a contestation against such Notice of Disclaimer or Resiliation brought pursuant to Section 32(5)b) CCAA, or, in each case, such other date as may be ordered by the Court;
- 4.59 **“Tax Claim”** means any Claim against the CCAA Parties (or any one of them) for any Taxes in respect of any taxation year or period ending on or prior to the Determination Date, and in any case where a taxation year or period commences on or prior to the Determination Date, for any Taxes in respect of or attributable to the portion of the taxation period commencing prior to the Determination Date and up to and including the Determination Date. For greater certainty, a Tax Claim shall include, without limitation, any and all Claims of any Taxing Authority in respect of transfer pricing adjustments and any Canadian or non-resident Tax related thereto;
- 4.60 **“Taxing Authorities”** means Her Majesty the Queen, Her Majesty the Queen in right of Canada, Her Majesty the Queen in right of any province or territory of Canada, the Canada Revenue Agency, any similar revenue or taxing authority of each and every province or territory of Canada and any political subdivision thereof, and/or any Canadian or foreign governmental authority;
- 4.61 **“USW”** means the United Steelworkers, Locals 6254 and 6285;
- 4.62 **“USW Counsel”** means Philion Leblanc Beaudry avocats, 5000 des Gradins Boulevard, suite 280, Quebec, Quebec G2J 1N3, c/o Daniel Boudreault (dboudreault@plba.ca) and Jean-François Beaudry (jfbeaudry@plba.ca);
- 4.63 **“Wabush CCAA Parties”** means Wabush Iron Co. Limited, Wabush Resources Inc., Wabush Mines, Arnaud Railway Company and Wabush Lake Railway Company Limited;
- 4.64 **“Wabush Initial Order”** means the Order of the Court issued on May 20, 2015 as amended, supplemented or varied from time to time;
- 4.65 **“Wabush Represented Employee Claimants List”** means a list prepared by the Wabush CCAA Parties showing those Employees represented by the Representatives pursuant to the Representative Court Order having a Claim, the

name of the Wabush CCAA Party against which the Claim exists, the amount of each Represented Employee's Claim and each Represented Employee's last known address.

5. **ORDERS** that all references herein as to time shall mean prevailing Eastern time in Montreal, Quebec, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. (prevailing Eastern time) on such Business Day, unless otherwise indicated herein, and any event that occurs on a day that is not a Business Day shall be deemed to occur on the next Business Day.
6. **ORDERS** that all references to the word "including" shall mean "including, without limitation".
7. **ORDERS** that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

### **Monitor's Role**

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

### **Notification Procedure and Notices**

12. **ORDERS** that each of the CCAA Parties shall provide to the Monitor by no later than 5:00 pm on the first Business Day following the date of this Claims Procedure Order the Creditors List, together with addresses, contact details and amounts owing for each Known Creditor.

13. **ORDERS** that the Monitor shall publish on the Monitor's Website, within five (5) Business Days following the date of this Claims Procedure Order, a copy of each of the Creditors List, the Creditors' Instructions, the form of Notice of Dispute, the form of D&O Proof of Claim and the form of D&O Notice of Dispute.
14. **ORDERS** that forthwith after the date of this Claims Procedure Order, and in any event within ten (10) Business Days following the date of this Claims Procedure Order, the Monitor shall cause the Creditors' Instructions to be sent to: (a) each Known Creditor, except to those Employees represented by the USW or the Representatives, to the address of such Known Creditor set out in the applicable CCAA Party's records; (b) the Representatives' Counsel; and (c) the USW Counsel.
15. **ORDERS** that the form of Newspaper Notice shall be published by the Monitor in the Designated Newspapers as soon as possible following the issuance of this Claims Procedure Order, and in any event no later than within ten (10) Business Days following the date of this Claims Procedure Order.
16. **ORDERS** that to the extent that any Creditor requests documents relating to the Claims Procedure prior to the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, the Monitor shall direct the Creditor to the documents posted on the Monitor's Website, provide a copy of the Creditors' Instructions if requested, and otherwise respond to the request relating to the Claims Procedure as may be appropriate in the circumstances.
17. **ORDERS** that to the extent that any D&O Claimant requests documents relating to the Claims Procedure prior to the D&O Claims Bar Date, the Monitor shall forthwith direct the Creditor to the documents posted on the Monitor's Website, provide a copy of the D&O Proof of Claim and D&O Notice of Dispute if requested and otherwise respond to the request relating to the Claims Procedure as may be appropriate in the circumstances.
18. **ORDERS** that the forms of D&O Proof of Claim, D&O Notice of Revision or Disallowance, D&O Notice of Dispute, Instruction Letter, Newspaper Notice, Notice of Dispute, Notice of Revision or Disallowance and Proof of Claim, each substantially in the forms attached to this Claims Procedure Order as **Schedules "A", "B", "C", "D", "E", "F", "G" and "H"** respectively, are hereby approved. Despite the foregoing, the Monitor may, from time to time and in consultation with the CCAA Parties or D&O Counsel as applicable, make such minor changes to such forms as the Monitor considers necessary or desirable.
19. **ORDERS** that the publication of the Newspaper Notice, the sending to the Creditors of Creditors' Instructions in accordance with this Claims Procedure Order, and the completion of the other requirements of this Claims Procedure Order shall constitute good and sufficient service and delivery of notice of this Claims Procedure Order, the Claims Bar Date, the Restructuring Claims Bar Date and the D&O Claims Bar Date on all Persons who may be entitled to receive such notice and who may wish to assert a Claim or a D&O Claim, and that no other notice or service need be given or made and no other document or material need be sent to or served upon any Person in respect of this Claims Procedure Order.

20. **ORDERS** that neither: (i) the reference to a purported Claim as a “Claim” or a purported Creditor as a “Creditor” in this Claims Procedure Order, (ii) the delivery of the Creditors’ Instructions by the Monitor to a Person, (iii) the reference to a purported D&O Claim as a “D&O Claim” or a purported D&O Claimant as a “D&O Claimant” in this Claims Procedure Order, nor (iv) the delivery of a D&O Proof of Claim form by the Monitor to a Person shall constitute an admission of any liability toward any Person.

### Claims Bar Date

21. **ORDERS** that any Creditor who wishes to assert a Claim (other than a Restructuring Claim) against any of the CCAA Parties shall file a Proof of Claim with the Monitor in the manner set out in paragraph 59 hereof so that the Proof of Claim is received by the Monitor by no later than the Claims Bar Date.
22. **ORDERS** that any Person other than a Represented Employee that fails to file a Proof of Claim as provided for in paragraph 21 hereof, such that no Proof of Claim is received from such Person by the Monitor on or before the Claims Bar Date, shall:
- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Claim against any of the CCAA Parties and all such Claims shall be forever extinguished;
  - (b) not be permitted to vote on any Plan on account of such Claim(s);
  - (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the CCAA Parties’ assets or otherwise, on account of such Claim(s); and
  - (d) not be entitled to receive further notice in respect of the Claims Procedure or these CCAA Proceedings generally, in relation to such Claim(s).

### Restructuring Claims Bar Date

23. **ORDERS** that as soon as reasonably practical upon the Monitor being advised by the CCAA Parties of a circumstance giving rise to a Restructuring Claim, the Monitor shall send Creditors’ Instructions to the Creditor in respect to such Restructuring Claim.
24. **ORDERS** that notwithstanding paragraphs 21 and 22 hereof, any Creditor who wishes to assert a Restructuring Claim against any of the CCAA Parties shall file a Proof of Claim with the Monitor in the manner set out in paragraph 59 hereof so that the Proof of Claim is received by the Monitor by no later than the Restructuring Claims Bar Date. All other dates contained herein (other than the Claims Bar Date), shall apply equally to any Restructuring Claims.
25. **ORDERS** that any Person that fails to file a Proof of Claim in respect of a Restructuring Claim as provided for in paragraph 24 hereof, such that no Proof of Claim is received from such Person by the Monitor on or before the Restructuring Claims Bar Date shall:

- (a) be and is hereby forever barred, estopped and enjoined from asserting or enforcing any Restructuring Claim against any of the CCAA Parties and all such Restructuring Claims shall be forever extinguished;
- (b) not be permitted to vote on any Plan on account of such Restructuring Claim(s);
- (c) not be permitted to participate in any distribution under any Plan, from the proceeds of any sale of the CCAA Parties' assets or otherwise, on account of such Restructuring Claim(s); and
- (d) not be entitled to receive further notice in respect of the Claims Procedure or these CCAA Proceedings generally, in relation to such Restructuring Claim(s).

### **D&O Claims Bar Date**

- 26. **ORDERS** that any D&O Claimant who wishes to assert a D&O Claim against any of the Directors or Officers shall file a D&O Proof of Claim with the Monitor in the manner set out in paragraph 59 hereof so that the D&O Proof of Claim is received by the Monitor by no later than the D&O Claims Bar Date.
- 27. **ORDERS** that any Person that fails to file a D&O Proof of Claim as provided for in paragraph 26 hereof, such that no D&O Proof of Claim is received from such Person by the Monitor on or before the D&O Claims Bar Date, shall be and is hereby forever barred, estopped and enjoined from asserting or enforcing any D&O Claim against any of the Directors and/or Officers, and all such D&O Claims shall be forever extinguished.

### **Filing of Proofs of Claim by the Representatives' Counsel**

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



### **Pension Claims**

32. **ORDERS** that the Plan Administrator will have the sole authority to file Proofs of Claim with respect to any and all Pension Claims.

### **Excluded Claims**

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

### **Adjudication of Claims**

34. **ORDERS** that the Monitor shall, upon request of the CCAA Parties and/or their counsel, provide copies of any Proof of Claim, Notice of Revision or Disallowance or Notice of Dispute filed with, or issued by, the Monitor, as applicable, pursuant to this Claims Procedure Order. The Monitor shall, upon request of the CCAA Parties and/or their counsel, provide a copy of the claims register maintained by the Monitor.
35. **ORDERS** that the Monitor, in consultation with the CCAA Parties, shall review all Proofs of Claim, received on or before the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, and shall accept, revise or disallow each Claim as set out herein. If the Monitor, in consultation with the CCAA Parties, determines it necessary to revise or disallow a Claim, the Monitor shall send such Creditor a Notice of Revision or Disallowance advising that, and to what extent, the Claim as set out in its Proof of Claim has been revised or disallowed, and stating the reasons therefor. If the Monitor does not send a Notice of Revision or Disallowance to a Creditor, the Claim set out in the applicable Proof of Claim shall be an Allowed Claim.
36. **ORDERS** that any Creditor who is sent a Notice of Revision or Disallowance pursuant to paragraph 35 hereof and wishes to dispute such Notice of Revision or Disallowance shall deliver a completed Notice of Dispute to the Monitor by no later than 5:00 p.m. on the day which is fourteen (14) days after the date of the applicable Notice of Revision or Disallowance or such other date as may be ordered by the Court. If a Creditor fails to deliver a Notice of Dispute by such date, the Claim set out in the applicable Notice of Revision or Disallowance, if any, shall be an Allowed Claim.
37. **ORDERS** that upon receipt of a Notice of Dispute, the Monitor, in consultation with the CCAA Parties, may: (i) request additional information from the Creditor; (ii) consensually resolve the disputed Claim with the Creditor; (iii) deliver a Dispute Package to a Claims Officer appointed in accordance with this Claims Procedure Order for such disputed Claim to be adjudicated by the Claims Officer; or (iv) bring a motion before the Court in these CCAA Proceedings to adjudicate the disputed Claim.
38. **ORDERS** that the CCAA Parties may appeal any determination of a Claim by the Monitor to a Claims Officer or the Court on notice to the Monitor and the Creditor whose Claim is being appealed.

## Adjudication of D&O Claims

39. **ORDERS** that the Monitor shall, upon request of D&O Counsel, provide to D&O Counsel copies of any D&O Proof of Claim, D&O Notice of Revision or Disallowance or D&O Notice of Dispute filed with, or issued by, the Monitor, as applicable, pursuant to this Claims Procedure Order. The Monitor shall, upon request of D&O Counsel, provide D&O Counsel a copy of the D&O Claims register maintained by the Monitor.
40. **ORDERS** that the Monitor, in consultation with D&O Counsel, shall review all D&O Proofs of Claim, received on or before the D&O Claims Bar Date and shall accept, revise or disallow each D&O Claim as set out herein. If the Monitor, in consultation with D&O Counsel, determines it necessary to revise or disallow a D&O Claim, the Monitor shall send such D&O Claimant a D&O Notice of Revision or Disallowance advising that, and to what extent, the D&O Claim as set out in its D&O Proof of Claim has been revised or disallowed, and stating the reasons therefor. If the Monitor does not send a D&O Notice of Revision or Disallowance to a D&O Claimant the D&O Claim set out in the applicable D&O Proof of Claim shall be an Allowed D&O Claim.
41. **ORDERS** that any D&O Claimant who is sent a D&O Notice of Revision or Disallowance pursuant to paragraph 40 hereof and wishes to dispute such D&O Notice of Revision or Disallowance shall deliver a completed D&O Notice of Dispute to the Monitor by no later than 5:00 p.m. on the day which is fourteen (14) days after the date of the applicable D&O Notice of Revision or Disallowance or such other date as may be ordered by the Court. If a D&O Claimant fails to deliver a D&O Notice of Dispute by such date, the D&O Claim set out in the applicable D&O Notice of Revision or Disallowance, if any, shall be an Allowed D&O Claim.
42. **ORDERS** that upon receipt of a D&O Notice of Dispute, the Monitor, in consultation with D&O Counsel, may: (i) request additional information from the D&O Claimant; (ii) consensually resolve the disputed D&O Claim with the D&O Claimant; (iii) deliver a D&O Dispute Package to a Claims Officer appointed in accordance with this Claims Procedure Order for such disputed D&O Claim to be adjudicated by the Claims Officer; or (iv) bring a motion before the Court in these CCAA Proceedings to adjudicate the disputed D&O Claim.
43. **ORDERS** that notwithstanding any other provision hereof, the Monitor may agree with D&O Counsel that any D&O Claim may be adjudicated by way of an alternative process and not in accordance with the adjudication procedures set out herein. In such case, the Monitor shall notify the D&O Claimant of the decision to exclude the adjudication of the D&O Claim from the procedures set out in this Order.
44. **ORDERS** that the Directors and Officers may appeal any determination of a D&O Claim by the Monitor to a Claims Officer or the Court on notice to the Monitor and the D&O Claimant whose D&O Claim is being appealed.
45. **ORDERS** that nothing in this Claims Procedure Order shall prejudice the rights and remedies of any Directors or Officers under the Directors' Charge (as such term is defined in the Bloom Lake Initial Order and the Wabush Initial Order) or any applicable insurance policy or prevent or bar any Person from seeking recourse

against or payment from any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers, whether such recourse or payment is sought directly by the D&O Claimant against the insurer or derivatively through the Director or Officer or any of the CCAA Parties; provided, however, that nothing in this Claims Procedure Order shall create any new rights in favor of such D&O Claimant under any policies of insurance nor shall anything in this Claims Procedure Order limit, remove, modify or alter any defense to such D&O Claim available to the insurer pursuant to the provisions of any insurance policy or at law; and further provided that any D&O Claim or portion thereof for which the D&O Claimant receives payment directly from, or confirmation that its D&O Claim is covered by, any Director's or Officer's liability insurance policy or policies that exist to protect or indemnify the Directors or Officers, shall not be recoverable as against a CCAA Party or Director or Officer, as applicable.

### **Claims Officer**

46. **ORDERS** that the Monitor, should it consider it necessary or desirable to do so, in consultation with the CCAA Parties or with D&O Counsel, as applicable, is authorized and empowered, but not obligated, to appoint one or more Claims Officers under such terms as may be agreed between the Monitor and the Claims Officer(s), including with regards to the reasonable remuneration of such Claims Officer(s).
47. **ORDERS** that subject to the terms hereof, a Claims Officer shall be entitled to reasonable compensation for the performance of the obligations set out in this Claims Procedure Order and any disbursements incurred in connection therewith. The fees and expenses of the Claims Officer shall be borne by the CCAA Parties and shall be paid by the CCAA Parties forthwith upon receipt of each invoice tendered by a Claims Officer.
48. **ORDERS** that the Monitor may schedule a hearing before a Claims Officer to determine the nature and/or amount of a Creditor's Claim or a D&O Claimant's D&O Claim and the Claims Officer shall, as soon as practicable after the hearing, notify the Monitor and the Creditor or the D&O Claimant, as applicable, of his or her determination (the "**Claims Officer's Determination**").
49. **ORDERS** that the Claims Officer shall determine the status, validity and amount of any disputed Claim or disputed D&O Claim which has been referred to it for determination in accordance with the Claims Procedure. A Claims Officer is hereby authorized to determine all procedural matters which may arise in respect of the determination of these matters, including the manner in which any evidence may be adduced.
50. **ORDERS** that the Monitor, the applicable CCAA Party or the Creditor whose Claim is subject to the Claims Officer's Determination may, within ten (10) Business Days of notification of the Claims Officer's Determination in respect of a Claim, appeal such determination to the Court by serving on the other parties and filing with the Court a notice of motion, together with supporting material, in accordance with the provisions of the Bloom Lake Initial Order or the Wabush Initial Order as applicable. Such appeal shall be an appeal based on the record before the Claims Officer and not a hearing *de novo*. If no party appeals the Claims Officer's Determination within

such time, the Claims Officer's Determination shall be final and binding upon all Persons and said Creditor's Claim, to the extent recognized under the Claims Officer's Determination, shall be an Allowed Claim. There shall be no further right of appeal, review or recourse to the Court from a Claims Officer's Determination in respect of a Claim.

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

### **Notice of Transfers**

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

54. **ORDERS** that reference to a transfer in this Claims Procedure Order shall include a transfer or assignment, whether absolute or intended as security.

#### **Set-Off**

55. **ORDERS** that each CCAA Party may set off (whether by way of legal, equitable or contractual set-off) against the Claims of any Creditor, any claims of any nature whatsoever that such CCAA Party may have against such Creditor arising prior to the Determination Date, provided that it satisfies the requirements for legal, equitable or contractual set-off as may be determined by the Court if there is any dispute between the CCAA Party and the applicable Creditor, *provided, however*, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the CCAA Parties of any such claim that the CCAA Parties may have against such Creditor.
56. **ORDERS** that each CCAA Party may set off (whether by way of legal, equitable or contractual set-off) against payments or other distributions to be made to any Creditor, any claims of any nature whatsoever that such CCAA Party may have against such Creditor arising after the Determination Date, provided that it satisfies the requirements for legal, equitable or contractual set-off as may be determined by the Court if there is any dispute between the CCAA Parties and the applicable Creditor, however, neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the CCAA Parties of any such claim that the CCAA Parties may have against such Creditor.
57. **ORDERS** that a transferee or assignee of a Claim is not entitled to set-off, apply, merge, consolidate or combine any such Claim assigned or transferred to it by a Creditor against or on account or in reduction of any amounts owing by such transferee or assignee to any of the CCAA Parties.

#### **Notices and Communications**

58. **ORDERS** that any document sent pursuant to this Claims Procedure Order by the Monitor or, where applicable, by a Claims Officer may be sent by e-mail, ordinary mail, registered mail, courier or facsimile transmission. A Creditor or a D&O Claimant shall be deemed to have received any document sent pursuant to this Claims Procedure Order three (3) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier, e-mail or facsimile transmission. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application.
59. **ORDERS** that any form, notice or communication required to be provided or delivered by a Creditor or a D&O Claimant to the Monitor under this Claims Procedure Order shall be in writing in substantially the form, where applicable, provided for in **Schedules "A", "C", "F" or "H"** hereto, and will be deemed properly delivered only if transmitted by email at the following address:

Bloom Lake CCAA Parties  
bloomlake@fticonsulting.com

Wabush CCAA Parties  
wabush@fticonsulting.com

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

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

Attention: ●

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

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

### General Provisions

61. **ORDERS** that for the purposes of this Claims Procedure Order, all Claims and D&O Claims that are denominated in a foreign currency shall be converted to Canadian dollars at the Bank of Canada noon spot rate of exchange for exchanging currency to Canadian dollars on the applicable Determination Date.
62. **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Claims Procedure Order and, where the Monitor is satisfied that any matter to be proven under this Claims Procedure Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Claims Procedure Order as to the completion and execution of documents.
63. **DECLARES** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Claims Procedure Order.
64. **ORDERS** that physical or electronic copies of all forms delivered by or to a Creditor or D&O Claimant hereunder, as applicable, and determinations of Claims or D&O Claims by the Monitor, a Claims Officer or the Court, as the case may be, shall be maintained by the Monitor, and that Creditors and D&O Claimants shall be entitled to have access thereto by appointment during normal business hours on written request to the Monitor.

### Miscellaneous

65. **ORDERS** that notwithstanding any other provisions of this Claims Procedure Order, the solicitation by the Monitor of Proofs of Claim, and the filing by any Creditor of any Proof of Claim shall not, in and of itself, grant any Person standing in these CCAA Proceedings or rights under any proposed Plan.
66. **ORDERS** that nothing in this Claims Procedure Order shall constitute or be deemed to constitute an allocation or recognition of Claims or Excluded Claims by the CCAA Parties into particular affected or unaffected classes for the purpose of any Plan.
67. **ORDERS** that the Claims Bar Date, the D&O Claims Bar Date and the Restructuring Claims Bar Date, and the amount and status of every Allowed Claim and every Allowed D&O Claim, as determined under the Claims Procedure, shall continue in full force and effect and be final for all purposes including in respect of any Plan and voting thereon (unless provided for otherwise in any Court Order), and including, for the purposes of any distribution made to Creditors of any of the CCAA Parties, whether in these CCAA Proceedings or in any of the proceedings authorized by this Court or permitted by statute, under the BIA or otherwise, in respect of any of the CCAA Parties.

### Aid and Assistance of Other Courts

68. **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Claims Procedure Order;
69. **ORDERS** that notwithstanding the terms of this Claims Procedure Order, the CCAA Parties and the Monitor may apply to this Court from time to time for directions with respect to this Claims Procedure Order, including the schedules hereto, or to obtain further Court Order(s) as either of them may consider necessary or desirable in order to amend, supplement or replace this Claims Procedure Order, including the schedules hereto.
70. **DECLARES** that this Claims Procedure Order shall have full force and effect in all provinces and territories in Canada.
71. **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

### THE WHOLE WITHOUT COSTS.

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STEPHEN W. HAMILTON J.S.C.

●, 2015

Blake, Cassels & Graydon LLP  
Attorneys for the Petitioners

Norton Rose Fulbright Canada LLP  
Attorneys for the Monitor



Schedule "A"

**FORM OF D&O PROOF OF CLAIM**

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

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

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

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

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

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

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

**Particulars of D&O Claimant:**

Please provide the following information:

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

**D&O Proof of Claim:**

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

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

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

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

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

**Notes:**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Filing of D&O Claims:**

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

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

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

[Bloom Lake CCAA Parties' Creditors  
bloomlake@fticonsulting.com](mailto:bloomlake@fticonsulting.com)

[Wabush CCAA Parties' Creditors  
wabush@fticonsulting.com](mailto:wabush@fticonsulting.com)

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

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

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

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

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

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

Schedule "B"

**FORM OF D&O NOTICE OF REVISION OR DISALLOWANCE**

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

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

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

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

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

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

**Particulars of D&O Claimant and Reference Number:**

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

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

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

**Reason for the Revision or Disallowance:**

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

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

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

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

Bloom Lake CCAA Parties' Creditors  
[bloomlake@fticonsulting.com](mailto:bloomlake@fticonsulting.com)

Wabush CCAA Parties' Creditors  
[wabush@fticonsulting.com](mailto:wabush@fticonsulting.com)

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

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

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

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

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

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



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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

[NAME]

Schedule "C"

**FORM OF D&O NOTICE OF DISPUTE**

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

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

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

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

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

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

**Particulars of D&O Claimant and Reference Number:**

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

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

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

**Reasons for Dispute:**

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

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

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

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

Print name of D&O Claimant:

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

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

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

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

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

Bloom Lake CCAA Parties' Creditors  
[bloomlake@fticonsulting.com](mailto:bloomlake@fticonsulting.com)

Wabush CCAA Parties' Creditors  
[wabush@fticonsulting.com](mailto:wabush@fticonsulting.com)

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

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

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

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

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

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

## Schedule "D"

### FORM OF INSTRUCTION LETTER

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

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

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

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

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

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

#### **Claims Procedure**

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

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

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

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

### General: Particulars of Creditor

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

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

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

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

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

##### Proof of Claim

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

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

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

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

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

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

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

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

### **Signature and Date**

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

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

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

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

Restructuring Claims against the Wabush CCAA Parties. Please refer to the definitions section of the Claims Procedure Order for the complete definition of “Restructuring Claim.”

### **Restructuring Proof of Claim**

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

### **Amount of Restructuring Claim**

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

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

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

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

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

### **Signature and Date**

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

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

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



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

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

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

Bloom Lake CCAA Parties’ Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties’ Creditors  
wabush@fticonsulting.com

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

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

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

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

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

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

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

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

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

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

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

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

**What is a Notice of Dispute?**

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

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

**Disputed Amount of Claim(s)**

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

**Reasons for Dispute**

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

**Signature and Date**

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

**Filing your Notice of Dispute**

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

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

Bloom Lake CCAA Parties' Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties' Creditors  
wabush@fticonsulting.com

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

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

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

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

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

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

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

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

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

##### **D&O Proof of Claim**

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

##### **Amount of D&O Claim**

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

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

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

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

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

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

### **Signature and Date**

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

### **Filing of D&O Claims:**

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

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

Bloom Lake CCAA Parties’ Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties’ Creditors  
wabush@fticonsulting.com

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

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

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

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

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

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

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

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

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

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

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

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

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

**Reasons for Dispute**

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

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

### **Signature and Date**

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

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

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

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

Bloom Lake CCAA Parties’ Creditors  
bloomlake@fticonsulting.com

Wabush CCAA Parties’ Creditors  
wabush@fticonsulting.com

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

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

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

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

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

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

Schedule "E"

**FORM OF NEWSPAPER NOTICE**

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

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

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

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

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

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

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

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

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

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

Any person having a claim against any of the Directors and/or Officers of the CCAA Parties for which the Directors and/or Officers, or any of them, are by statute liable to pay in their capacity as Directors and/or Officers must send a Proof of Claim to the Monitor, **to be received by the**

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

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

**Bloom Lake CCAA Parties’ Creditors**  
[bloomlake@fticonsulting.com](mailto:bloomlake@fticonsulting.com)

**Wabush CCAA Parties’ Creditors**  
[wabush@fticonsulting.com](mailto:wabush@fticonsulting.com)

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



Schedule "F"

**FORM OF NOTICE OF DISPUTE**

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

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

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

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

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

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

**Particulars of Creditor and Reference Number:**

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

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

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

**Reasons for Dispute:**

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

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

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

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

Print name of Creditor:

\_\_\_\_\_

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

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

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

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

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

Bloom Lake CCAA Parties' Creditors  
[bloomlake@fticonsulting.com](mailto:bloomlake@fticonsulting.com)

Wabush CCAA Parties' Creditors  
[wabush@fticonsulting.com](mailto:wabush@fticonsulting.com)

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

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

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

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

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

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

**Schedule "G"**

**FORM OF NOTICE OF REVISION OR DISALLOWANCE**

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

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

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

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

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

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

**Particulars of Creditor and Reference Number:**

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

**Amount of Revision or Disallowance**

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

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

**Reason for the Revision or Disallowance:**

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

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

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

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

[Bloom Lake CCAA Parties' Creditors  
bloomlake@fticonsulting.com](mailto:bloomlake@fticonsulting.com)

[Wabush CCAA Parties' Creditors  
wabush@fticonsulting.com](mailto:wabush@fticonsulting.com)

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

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

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

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

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

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

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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

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

[NAME]

Schedule "H"

**FORM OF PROOF OF CLAIM**

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

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

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

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

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

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

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

**Particulars of Creditor:**

Please provide the following information:

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

**Proof of Claim:**

I, \_\_\_\_\_ (name of individual Creditor or Representative of corporate Creditor), of \_\_\_\_\_ (City, Province or State) do hereby certify:

that I [ ] am a Creditor; OR

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

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

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

**Notes:**

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Filing of Claims:**

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

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

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

[Bloom Lake CCAA Parties' Creditors  
bloomlake@fticonsulting.com](mailto:bloomlake@fticonsulting.com)

[Wabush CCAA Parties' Creditors  
wabush@fticonsulting.com](mailto:wabush@fticonsulting.com)

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

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

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

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

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

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