

~~MAI-2014~~ **SUPERIOR COURT**

~~[Note to Draft: Insert proper heading]~~

~~CLAIMS AND MEETINGS PROCEDURE ORDER¹~~
~~(Revised version, 2014)~~

CANADA

PROVINCE OF QUÉBEC
DISTRICT OF MONTRÉAL

N°: 500-11-048114-157

DATE: May 18, 2018

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

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

BLOOM LAKE GENERAL PARTNER LIMITED

QUINTO MINING CORPORATION

8568391 CANADA LIMITED

CLIFFS QUÉBEC IRON MINING ULC

WABUSH IRON CO. LIMITED

WABUSH RESOURCES INC.

Petitioners

-and-

THE BLOOM LAKE IRON ORE MINE LIMITED PARTNERSHIP

BLOOM LAKE RAILWAY COMPANY LIMITED

WABUSH MINES

ARNAUD RAILWAY COMPANY

¹~~An underlined version showing the changes made to the present document must be submitted to the court with the petition and must subsequently be published on the monitor's website.~~

WABUSH LAKE RAILWAY COMPANY LIMITEDMises-en-cause(Petitioners and Mises-en-cause hereinafter the "CCAA Parties")-and-FTI CONSULTING CANADA INC.MonitorAMENDED AND RESTATED PLAN FILING AND MEETINGS ORDER

HAVING READ ~~{●}the CCAA Parties's (the "Petitioner") petition for orders, *inter alia*, i) establishing a procedure for the identification, filing, resolution and barring of claims against the Petitioner, and ii) setting the procedures with respect to the calling and conduct of a meeting of the Creditors and the attached Schedules (the "Petitioners") Motion for the Issuance of an Amended and Restated Plan Filing and Meetings Order, and the attached exhibits~~ thereof, and the affidavit in support thereof (the "**PetitionMotion**"), and the submissions of ~~counsel for {●}counsel for the Petitioners, the Monitor and other interested parties;~~

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

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

THE COURT:

1. **GRANTS** the Motion.

Service

2. ~~1.~~ **DECLARES** that the ~~Petitioner has~~ Petitioners have given sufficient prior notice of the presentation of this **PetitionMotion** to interested parties ~~[and that the time for service of the **PetitionMotion** herein be and is hereby abridged];~~

Definitions

3. ~~2.~~ **DECLARES** that the ~~following~~ capitalized terms not otherwise defined in this Order shall, ~~unless otherwise indicated,~~ have the ~~following~~ meanings ascribed ~~thereto~~ in Schedule "A" attached hereto. The following terms shall have the meanings set out below:

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

2.2 ——"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*);

- ~~2.3 — "CCAA" means the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended;~~
- ~~2.4 — "CCAA Proceedings" means the proceedings in respect of the Petitioner before the Court commenced pursuant to the CCAA;~~
- 3.1 ~~2.5~~ **"Chair"** shall have the meaning ascribed to such term in ~~paragraph [14];~~Paragraph 30:
- ~~2.6 — "Claim" means any right of any Person against the Petitioner in connection with any indebtedness or obligation of any kind of the Petitioner, present, future, due or accruing due to such Person and any interest accrued thereon or costs payable in respect thereof, whether liquidated, unliquidated, contingent, matured, unmatured, disputed, undisputed, secured, unsecured, known or unknown, including, *inter alia*, any executory or non-executory guarantee or surety and i) the right or ability of any Person to advance a claim for contribution, indemnity or otherwise with respect to any matter, action or cause, which indebtedness, liability or obligation is based in whole or in part on facts existing as at the Determination Date, ii) any Equity claim and iii) any claim which would constitute a claim under the CCAA as at the Determination Date. A Claim shall include, without limitation, a) any Unaffected Claim, b) any Claim against the Officers and Directors, or c) any Restructuring Claim, provided however, that in no case shall a Claim include an Excluded Claim;~~
- ~~2.7 — "Claims Bar Date" means 5:00 p.m. (Montréal time) on [●] or, for a Creditor with a Restructuring Claim, the latest of (a) 5:00 pm (Montréal time) on [●] and (b) thirty (30) days after the date of receipt by the Creditor of a notice from the Petitioner giving rise to the Restructuring Claim, it being understood that at no time shall such a notice from the Petitioner be sent to the Creditor less than [●] (for example, 45) before the date of the first Creditors' Meeting;~~
- ~~2.8 — "Claim against the Officers and Directors" means a claim as defined in paragraph 11.03(1) of the CCAA;~~
- ~~2.9 — "Court" means the Québec Superior Court;~~
- ~~2.10 — "Creditor" means any Person having a Claim and may, where the context requires, include the assignee of a Claim or a trustee, interim receiver, receiver, receiver and manager, or 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 claim resulting from an Excluded Claim;~~
- ~~2.11 — "Creditors' Instructions" means the instructions for Creditors, including a Proof of Claim, a Proxy, an Instruction Letter~~
- 3.2 **"Creditor Letter"** means the letter (in English and French) to Affected Unsecured Creditors (other than Employee Creditors) in substantially the form of **Schedule "B"** hereto;
- 3.3 **"Employee Creditor Letters"** means the letters (in English and French) of the Monitor, the Salaried Members' Representative Counsel and the USW Counsel, each in substantially the form of **Schedule "C"** hereto;
- 3.4 **"Employee Creditors"** means USW Members and Salaried Members with Allowed Claims;
- 3.5 **"Meeting Materials"** shall have the meaning ascribed to such term in Paragraph 8;

- 3.6 "Notice of Creditors' Meetings and Sanction Hearing" means the notice which shall be given to the Affected Unsecured Creditors of the Meetings to be held for the approval of the Plan, and of the Sanction Hearing of the Plan, being substantially in the form of **Schedule "D"** hereto;
- 3.7 "Proxy" means a proxy and instructions to Affected Unsecured Creditors for explaining how to complete same, ~~and a copy of this Order;~~
- ~~2.12~~ ~~"Creditors' List"~~ means a list of all Known Creditors;
- ~~2.13~~ ~~"Creditors' Meeting"~~ means any meeting of the Petitioner's Creditors to be convened, with leave of the Court, for the purposes of voting on the Plan, and any adjournment or suspension thereof;
- ~~2.14~~ ~~"Designated Newspapers"~~ means ~~[●]~~; substantially in the form of **Schedule "E"** hereto;
- 3.8 "Resolution" means the resolution substantially in the form attached as **Schedule "F"**; and
- 3.9 ~~2.15~~ ~~"Determination Date"~~ means ~~[●]~~ [NOTE: If the Determination Date differs from the date of the Initial Order a justification should be provided]; **Website"** means <http://cfcanada.fticonsulting.com/bloomlake>.
- ~~2.16~~ ~~"Equity Claim"~~ has the meaning ascribed thereto in the definition contained in the BIA and the CCAA;
- ~~2.17~~ ~~"Excluded Claim"~~ means any right of any Person against the Petitioner in connection with any indebtedness or obligation of any kind which came into existence after the Determination Date and any interest thereon, including any obligation of the Petitioner toward creditors who have supplied or shall supply services, utilities, goods or materials or who have or shall have advanced funds to the Petitioner after the Determination Date, but only to the extent of their claims in respect of the supply of such services, utilities, goods, materials or funds after the Determination Date and to the extent that such claims are not otherwise affected by the Plan;
- ~~2.18~~ ~~"Excluded Creditor"~~ means a Person having a Claim in respect of an Excluded Claim but only in respect of such Excluded Claim and to the extent that the Plan does not otherwise affect such Claim;
- ~~2.19~~ ~~"Initial Order"~~ means the order of this Court made on ~~[●]~~ under the CCAA;
- ~~2.20~~ ~~"Instruction Letter"~~ means the instruction letter sent to Creditors in a document substantially in the form of Schedule ~~["●"]~~ hereto;
- ~~2.21~~ ~~"Known Creditor"~~ means a Creditor whose Claim is included in the Petitioner's books and records;
- ~~2.22~~ ~~"Meeting Materials"~~ shall have the meaning ascribed to such term in paragraph ~~[19]~~;
- ~~2.23~~ ~~"Monitor"~~ means ~~[●]~~, acting in its capacity as monitor pursuant to the Initial Order;
- ~~2.24~~ ~~"Newspaper Notice"~~ means the notice of this Order to be published in the Designated Newspapers on the Publication Date in accordance with paragraph ~~[3]~~, which shall set out the Claims Bar Date and the Creditors' Instructions, being substantially in the form of Schedule ~~["●"]~~ hereto;

- 2.25 — ~~"Notice of Revision or Disallowance" means the notice referred to in subparagraph [7(a)] hereof, advising a Creditor that the Monitor has revised or rejected 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, and being substantially in the form of Schedule ["●"] hereto;~~
- 2.26 — ~~"Notice to Creditors" shall have the meaning ascribed to such term in subparagraph [19(a)];~~
- 2.27 — ~~"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;~~
- 2.28 — ~~"Plan" means a plan of compromise or arrangement filed or to be filed by the Petitioner pursuant to the CCAA, as such plan may be amended or supplemented from time to time;~~
- 2.29 — ~~"Proof of Claim" means the form of Proof of Claim for Creditors referred to in paragraphs [6] and [7] hereof, in the form of Schedule ["●"] hereto;~~
- 2.30 — ~~"Proven Claim" means the amount of any Claim of any Creditor as of the Determination Date, determined in accordance with the provisions of the CCAA and this Order, and proven by delivering a Proof of Claim to the Monitor;~~
- 2.31 — ~~"Proxy" means a proxy substantially in the form of Schedule ["●"] hereto;~~
- 2.32 — ~~"Publication Date" means the date on which the publication of the Newspaper Notice in all of the Designated Newspapers has been completed;~~
- 2.33 — ~~"Restructuring Claim" means any right of any Person against the Petitioner in connection with any indebtedness or obligation of any kind owed to such Person arising out of the restructuring, repudiation, or termination of any contract, lease, employment agreement, collective agreement or other agreement, whether written or oral, after the Determination Date, including any right of any Person who receives a notice of repudiation or termination from the Petitioner; provided however, that a Restructuring Claim may not include an Excluded Claim;~~
- 2.34 — ~~"Unaffected Claim" shall have the meaning ascribed to such term in the Plan;~~
- 2.35 — ~~"Voting Claim" of a Creditor means the Proven Claim of the Creditor unless the Proven Claim of the Creditor (i) is not finally determined at the time of the Creditors' Meeting or (ii) forms part of a category of Creditors not entitled to vote under the Plan, in which case it means the Claim of the Creditor which is accepted for voting purposes in accordance with the provisions of this Order, the Plan and the CCAA;~~

Notification Procedure

3. ~~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 Order, but in any event no later than ~~["●"]~~;

Joint Plan of Compromise and Arrangement

4. ~~ORDERS~~ that the Monitor shall publish on its website at ~~["●"]~~, on or before ~~[5:00]~~ p.m. (Montréal time) on ~~["●"]~~, a copy of the Creditors' List, of the Creditors' Instructions and of the present Order; ORDERS that the

Amended and Restated Joint Plan of Compromise and Arrangement pursuant to the CCAA filed by the Participating CCAA Parties dated May 16, 2018, (as may be amended, supplemented and restated from time to time, the “Plan”) is hereby accepted for filing, and the Participating CCAA Parties are hereby authorized to seek approval of the Plan from the Affected Unsecured Creditors in the manner set forth herein.

5. ~~ORDERS that, in addition to the publication referred to in paragraph [3], the Monitor shall send, by regular mail, a copy of the Creditors’ Instructions to each Known Creditor no later than 5:00 p.m. (Montréal time) on [●];~~ ORDERS that the Participating CCAA Parties, with the consent of the Parent and the Monitor, are authorized, prior to and after the Meetings (and both prior to and subsequent to obtaining the Sanction Order), to file any amendment, restatement, modification or supplement to, the Plan (each a “Plan Modification”) (i) pursuant to a Court Order, or (ii) where such Plan Modification concerns (A) a matter which is of an administrative nature required to better give effect to the implementation of the Plan and the Sanction Order, or (B) cure any errors, omissions or ambiguities, and in either case of foregoing clause (A) and (B), is not materially adverse to the financial or economic interests of the Affected Creditors. Any such Plan Modification shall for all purposes, be and be deemed to form part of and be incorporated into the Plan.

~~Claims Bar Date~~

6. ~~ORDERS that, unless otherwise authorized by this Court, a Creditor who does not file a Proof of Claim by the Claims Bar Date i) shall not be entitled to any further notice, ii) shall be forever barred from pursuing a Claim against the Petitioner, iii) shall not be entitled to participate as a Creditor in these proceedings, iv) shall not be entitled to vote on any matter in these Proceedings, including the Plan, v) shall not be entitled to file a Claim against the Petitioner, or vi) shall not be entitled to receive a distribution under the Plan; that the Participating CCAA Parties may give notice of any such Plan Modification by notice which shall be sufficient if provided to those Persons listed on the service list posted on the Website (as amended from time to time, the “Service List”). The Monitor shall post on the Website, as soon as practicable, any such Plan Modification, with notice of such posting forthwith provided to the Service List.~~

~~Claims Procedure~~

Form of Documents

7. ~~ORDERS that the following procedure shall apply where a Creditor files a Proof of Claim before the Claims Bar Date: forms of: (i) the Notice of Creditors’ Meetings and Sanction Hearing, (ii) the Creditor Letter, (iii) the Employee Creditor Letters, (iv) the Proxy, and (v) the Resolution are each hereby approved, and the Monitor, in consultation with the Participating CCAA Parties, is authorized to make such minor changes to such forms of documents as it consider necessary or desirable to conform the content thereof to the terms of the Plan or this Order or any further Orders of the Court.~~

~~7.1 — the Monitor, together with the Petitioner, shall review the Proof of Claim to value the amounts and terms set out therein for voting and distribution purposes. Where applicable, the Monitor shall send the Creditor a Notice of Revision or Disallowance by mail, telecopier, courier or other means of electronic communication;~~

~~7.2 — the Creditor who receives a Notice of Revision or Disallowance and wishes to dispute it shall, within ten (10) days of the Notice of Revision or Disallowance, file an appeal motion with the Court and serve a copy of such appeal motion to the Petitioner and the Monitor;~~

~~7.3 — unless otherwise authorized by this Court, if the Creditor does not file an appeal motion within the delay provided for above, such Creditor shall be deemed to have accepted the value of its Claim as set out in the Notice of Revision or Disallowance;~~

~~7.4 — where the Creditor appeals from the Notice of Revision or Disallowance or its Claim has not been finally determined prior to the date of any Creditor's Meeting, the Monitor, in conjunction with the Petitioner, will determine the amount of the Voting Claim;~~

Creditors' Meeting

Notification Procedures

8. **ORDERS** that the Monitor shall cause to be sent, by regular mail, courier or e-mail a copy of the Notice of Creditors' Meetings and Sanction Hearing, the Creditor Letter, the Proxy, the Resolution, the Plan, and this Order (collectively, with the Report of the Monitor to be filed in connection with the Meetings, the "**Meeting Materials**"), in English and in French, as soon as reasonably practicable after the granting of this Order and, in any event, no later than **5:00 p.m.** (Eastern time) on May 25, 2018 to each Affected Unsecured Creditor (other than Employee Creditors) as of the date of this Order at the address for such Affected Unsecured Creditor set out in such Affected Unsecured Creditor's Proof of Claim or to such other address that has been provided to the Monitor by such Affected Unsecured Creditor pursuant to Paragraph 35 or 37.
9. **ORDERS** that the Monitor shall cause to be sent, by regular mail, courier or e-mail a copy of the Employee Creditor Letters, in English and in French, as soon as reasonably practicable after the granting of this Order and, in any event, no later than **5:00 p.m.** (Eastern time) on May 25, 2018 to each Employee Creditor at the address for such Employee Creditor as shown on the books and records of the CCAA Parties or as provided to the Monitor by the Salaried Members' Representative Counsel or the USW Counsel.
10. **ORDERS** that the Monitor shall (i) forthwith publish on the Website an electronic copy of the Meeting Materials and the Employee Creditor Letters, (ii) send a copy of the Meeting Materials and the Employee Creditor Letters to the Service List, and (iii) provide a copy to any Affected Unsecured Creditor upon written request by such Affected Unsecured Creditor provided that such written request is received by the Monitor no later than three (3) Business Days prior to the Meetings (or any adjournment thereof).
11. **ORDERS** that the Participating CCAA Parties and the Monitor be and they are hereby authorized to provide such supplemental information ("**Additional Information**") to the Meeting Materials as the Participating CCAA Parties may determine, with the consent of the Monitor, and the Additional Information shall be distributed or made available by posting on the Website and served on the Service List, and any such other method of delivery that the Participating CCAA Parties, with the consent of the Monitor, determine is appropriate.

12. **ORDERS** that the publications and/or delivery referred to in Paragraphs 8, 9, 10 and 11 11 hereof, shall constitute good and sufficient service of the Meeting Materials and the Employee Creditor Letters on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or represented by proxy at the Meeting in respect of the Unsecured Creditor Class to which each such Person belongs, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings.
13. **ORDERS** that the non-receipt of a copy of the Meeting Materials or the Employee Creditor Letters beyond the reasonable control of the Monitor shall not constitute a breach of this Order and the non-receipt shall not invalidate any resolution passed or proceedings taken at the Meetings.

Employee Creditors Addresses and Information

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

Limited Substantive Consolidation of certain Participating CCAA Parties

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

Classes of Unsecured Creditors

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

- 16.4 **Wabush Pension Claims Class:** being the Pension Plan Administrator, in respect of the Pension Claims against the Wabush Mines Parties;
- 16.5 **Arnaud Unsecured Creditor Class:** being Affected Unsecured Creditors of Arnaud (other than creditors holding Pension Claims in respect of such Pension Claims); and
- 16.6 **Arnaud Pension Claims Class:** being the Pension Plan Administrator, in respect of the Pension Claims against Arnaud.

Meetings

17. ~~8-~~DECLARES that the ~~Monitor is~~ Participating CCAA Parties are hereby authorized to call, hold and conduct the ~~Creditors' Meeting at a date to be determined by the Monitor, in [following Meetings, being understood that there will be a separate Meeting for each Unsecured Creditor Class listed below, in~~ Montréal], Québec, for the purpose of ~~considering and, if appropriate, approving the Plan, unless the Creditors decide by resolution carried by the majority of votes (one vote for each dollar of every Voting Claim) to adjourn the Creditors' Meeting to a later date;~~ voting upon, with or without variation, the Resolution to approve the Plan:
- 17.1 **Meeting of CQIM/Quinto Unsecured Creditor Class:** June 18, 2018 at 9:30 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
- 17.2 **Meeting of BL Parties Unsecured Creditor Class:** June 18, 2018 at 9:30 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
- 17.3 **Meeting of Wabush Mines Unsecured Creditor Class:** June 18, 2018 at 11:00 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
- 17.4 **Meeting of Arnaud Unsecured Creditor Class:** June 18, 2018 at 11:00 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
- 17.5 **Meeting of Wabush Pension Claims Class:** June 18, 2018 at 11:30 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
- 17.6 **Meeting of Arnaud Pension Claims Class:** June 18, 2018 at 11:30 a.m. Montréal time at Norton Rose Fulbright Canada LLP, Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
18. ~~9-~~DECLARES that the only Persons entitled to notice of, to attend and speak at the ~~Creditors' Meeting are Creditors with Voting Claims, their legal representatives and their proxy holders, representatives of the Petitioner, members of the boards of directors of the Petitioner and their representatives~~ a Meeting are Eligible Voting Creditors of such Unsecured Creditor Class (or their respective duly appointed Proxy holders and their legal counsel), representatives of the Monitor, the ~~Chair (as defined below) and their respective legal and financial advisors.~~ Participating CCAA Parties, all such parties' financial and legal advisors, Salaried Members

Representative Counsel, USW Counsel, the Chair (as defined below), the secretary and any scrutineers appointed in accordance with Paragraph 32 hereof. Any other Person may be admitted to the ~~Creditors' Meeting~~Meetings on invitation of the ~~Chair;~~Participating CCAA Parties or the Monitor.

19. ~~10.~~ **ORDERS** that any ~~proxy~~Proxy which any Eligible Voting Creditor wishes to submit in respect of ~~the Creditors' a~~ Meeting (or any adjournment, postponement or other rescheduling thereof) must be substantially in the form attached hereto as **Schedule ["~~●~~E"]** (or in such other form acceptable to the Monitor or the Chair) ~~and be received by the Monitor before the beginning of the Creditors' Meeting;~~
20. **ORDERS** that any Proxy in respect of a Meeting (or any adjournment, postponement or other rescheduling thereof) must be received by the Monitor in accordance with Paragraph 37 hereof by 5:00 p.m. (Eastern time) June 14, 2018 (the "Proxy Deadline"). being two (2) Business Days prior to the date set for the Meetings in Paragraph 17 hereof. The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which a Proxy is completed.
21. **ORDERS** that, in the absence of instruction to vote for or against the approval of the Resolution in a duly signed and returned Proxy that appoints a representative of the Monitor as Proxy holder, the Proxy shall be deemed to include instructions to vote for the approval of the Resolution, provided the Proxy holder does not otherwise revoke the Proxy by written notice to the Monitor delivered so that it is received by the Monitor no later than the Proxy Deadline.
22. ~~11.~~ **DECLARES ORDERS** that the quorum required at ~~the Creditors' each~~ Meeting shall be one Eligible Voting Creditor present at ~~such meeting~~each Meeting in person or by ~~proxy~~Proxy. If the (a) requisite quorum is not present at ~~the Creditors' Meeting, then the Creditors' Meeting shall be adjourned by the Chair~~any Meeting, or (b) any Meeting is adjourned, postponed or rescheduled by the Chair (whether (i) by the request of the Participating CCAA Parties; (ii) by vote of the majority in value of Affected Unsecured Creditors holding Eligible Voting Claims in person or by Proxy at any Meeting; or (iii) otherwise as determined by the Chair), then any such Meetings shall be adjourned, postponed or rescheduled to such time(s) and place(s) as the Chair deems necessary or desirable;
23. **ORDERS** that the Chair, with the consent of the Participating CCAA Parties and the Plan Sponsors, not to be unreasonably withheld, be and he or she is hereby, authorized to adjourn, postpone or otherwise reschedule any Meeting on one or more occasions to such time(s), date(s) and place(s) as the Chair, with the consent of the Participating CCAA Parties and Plan Sponsors, not to be unreasonably withheld, deem necessary or desirable (without the need to first convene any such Meetings for the purpose of any adjournment, postponement or other rescheduling thereof). None of the Participating CCAA Parties, the Chair or the Monitor shall be required to deliver any notice of the adjournment, postponement or rescheduling of the Meeting(s) or adjourned Meeting(s), as applicable, provided that the Monitor shall:
- 23.1 announce the adjournment, postponement or rescheduling of the applicable Meeting(s) or adjourned Meeting(s) to the participants at the applicable Meeting(s) if the commencement of the Meeting(s) has occurred prior to the adjournment, postponement or rescheduling;

- 23.2 post notice of the adjournment, postponement or rescheduling at the originally designated time and location of each of the Meeting(s) or adjourned Meeting(s), as applicable;
- 23.3 forthwith post notice of the adjournment, postponement or rescheduling on the Website; and
- 23.4 provide notice of the adjournment, postponement or rescheduling to the Service List forthwith. Any Proxies validly delivered in connection with the Meeting(s) shall be accepted as Proxies in respect of any adjourned, postponed or rescheduled Meeting(s).
24. ~~12.~~ **DECLARES** that the only Persons entitled to vote at ~~the Creditors'~~ a Meeting shall be ~~Creditors with Voting Claims and their proxy holders.~~ Eligible Voting Creditors of such Unsecured Creditor Class or their Proxy holders. Each ~~Creditor with a~~ Eligible Voting Claim ~~Creditor~~ will be entitled to a ~~number of votes~~ vote with a value equal to the value in dollars of its Voting Claim, and/or the value in dollars of its Unresolved Voting Claim, if any, as determined in accordance with this Paragraph 24 of this Order. ~~A Creditor's Voting Claim shall not include fractional numbers and Voting Claims shall be rounded down to the nearest whole Canadian dollar amount;~~
25. **ORDERS** that the dollar value of an Unresolved Voting Claim for voting purposes at the applicable Meeting shall be: (i) the amount set out in such Creditor's Proof of Claim if no Notice of Allowance or Notice of Revision or Disallowance (in each case as defined in the Amended Claims Procedure Order) has been issued; (ii) the amount set out in the Notice of Revision or Disallowance in respect of such Claim if no Notice of Dispute (as defined in the Amended Claims Procedure Order) has been filed and the time for doing so has not expired; (iii) the amount set out in the Notice of Dispute in respect of such Claim if a Notice of Dispute has been timely filed, in all respects without prejudice to the determination of the dollar value of such Affected Unsecured Claim for distribution purposes in accordance with the Amended Claims Procedure Order; or (iv) the amount as may be agreed to between the Monitor and the Affected Unsecured Creditor, or between the Monitor and the Salaried Members Representative Counsel or the Monitor and the USW Counsel, as applicable.
26. **DECLARES** that in respect of the Eligible Voting Claims of the Salaried Members and the USW Members:
- 26.1 The Salaried Members Representative Counsel shall be deemed to be a Proxy holder in respect of each Eligible Voting Claim related to or arising from the employment of the Salaried Members and shall be entitled to vote them at a Meeting on their behalf, without the requirement for any Salaried Member to submit a Proxy to the Monitor, save in respect of any Salaried Member who notifies the Monitor by an instrument in writing (including e-mail) that they revoke this deemed Proxy, by no later than the Proxy Deadline;
- 26.2 The USW Counsel shall be deemed to be a Proxy holder in respect of each Eligible Voting Claim related to or arising from the employment of the USW Members and shall be entitled to vote them at a Meeting on their behalf, without the requirement for any USW Member to submit a Proxy to the Monitor, save in respect of any USW Member who notifies the Monitor by an instrument in writing (including e-mail) that they revoke this deemed Proxy, by no later than the Proxy Deadline;

- 26.3 The Salaried Members Representative Counsel and the USW Counsel shall vote each Eligible Voting Claim for which they are the Proxy holder in favour of the Plan.
- For greater certainty, however, only the Pension Plan Administrator or its designated Proxy may vote the Pension Claims.
27. ORDERS that a Voting Claim or Unresolved Voting Claim shall not include fractional numbers and shall be rounded down to the nearest whole Canadian dollar amount.
28. ORDERS that the Monitor shall keep a separate record of the votes cast by Affected Unsecured Creditors holding Unresolved Voting Claims and shall report to the Court with respect thereto at the Sanction Motion.
29. 13. ORDERS that the results of any and all votes conducted at the Creditors' Meeting Meetings shall be binding on all Affected Unsecured Creditors, whether or not any such Affected Unsecured Creditor is present or voting at the Creditors' Meeting; Meetings.
30. 14. ORDERS that a representative of the Monitor shall preside as the chair of the Creditors' each Meeting (the "Chair") and, subject to any further order of this Court, shall decide all matters relating to the conduct of the Creditors' such Meeting. Petitioner The Participating CCAA Party and any Eligible Voting Creditor may appeal from any decision of the Chair to the Court, within five three (53) Business Days of any such decision;.
31. 15. DECLARES that, at the Creditors' each Meeting, the Chair is authorized to direct a vote with respect on the Resolution to approve the Plan, and any amendments thereto as the Petitioner and the Monitor may consider appropriate; made in accordance with Paragraph 5 of this Order.
32. 16. ORDERS that the Monitor may appoint scrutineers for the supervision and tabulation of the attendance at, quorum at and votes cast at the Creditors' each Meeting.—A Person(s) designated by the Monitor shall act as secretary at the Creditors' each Meeting;.
33. 17. ORDERS that the Monitor shall be directed to calculate the votes cast at the Creditors' each Meeting called to consider the Plan and report the results in accordance with Paragraph 43 of this Order and shall report to the Court at the sanction hearing as to the effect, if any, that the Monitor's determination of Creditors' Voting Claims pursuant to subparagraph 7(d) hereof had on the outcome of the votes cast at the Creditors' Meeting;.

Notice of Creditors' Meeting

~~18.—~~

34. ORDERS that, in addition to the documents described in paragraph [4] hereof, on or before [●], the Monitor shall publish on its website at [●], the following documents (collectively, the "Meeting Materials"):
- ~~18.1 — a notice of the Creditors' Meeting, substantially in the form attached hereto as Schedule ["●"] (the "Notice to Creditors");~~
- ~~18.2 — the Plan;~~

~~18.3~~ a copy of the form of proxy for Creditors substantially in the form attached hereto as Schedule ["~~●~~"];
and

~~18.4~~ a copy of this Order;

~~19.~~ **ORDERS** that publication of a copy of the Notice to Creditors in the manner set out in subparagraph 19, and mailing of the Meeting Materials in accordance with paragraph 19 hereof, shall constitute good and sufficient service of the Meeting Materials on all Persons who may be entitled to receive notice thereof, or of these proceedings, or who may wish to be present in person or by proxy at the Creditors' Meeting, or who may wish to appear in these proceedings, and no other form of notice or service need be made on such Persons, and no other document or material need be served on such Persons in respect of these proceedings; an Affected Unsecured Creditor that is not an individual may only attend and vote at a Meeting if it has appointed a Proxy holder to attend and act on its behalf at such Meeting.

Notice of Transfers

~~35.~~ ~~20.~~ **ORDERS** that, for purposes of voting at ~~the Creditors'~~a Meeting, if an Affected Unsecured Creditor ~~who has a Voting Claim~~ transfers or assigns all of its ~~Voting Claim and Affected Unsecured Claim, then the transferee or assignee shall only be entitled to vote and attend the applicable Meeting if~~ the transferee or assignee delivers evidence satisfactory to the Monitor of its ownership of all of such ~~Voting~~Affected Unsecured Claim and a written request to the Monitor, not later than ~~the Claims Bar Date~~5:00 pm on the date that is seven (7) days prior to the date of the Meeting, or such later time that the Monitor may agree to, that such transferee's or assignee's name be included on the list of Eligible Voting Creditors entitled to vote, either in person or by proxy, the transferor's or assignor's Voting Claim or Unresolved Voting Claim, as applicable, at the ~~Creditors'~~applicable Meeting in lieu of the transferor or assignor;

~~21.~~ **ORDERS** that, for purposes of distributions to be effected pursuant to the Plan, if a Creditor transfers or assigns the whole of its Claim to another Person after ~~["~~●~~"]~~, neither the Petitioner, nor the Monitor shall be obligated to deal with ~~the transferee or assignee~~ of the Claim as the Creditor in respect thereof unless and until notice of the transfer or assignment from either the transferor, assignor, transferee or assignee, together with evidence showing that such transfer or assignment was valid at law, has been received by the Monitor at least ~~ten (10) Business Days~~ prior to any distribution under the Plan;

~~36.~~ ~~22.~~ **ORDERS** that if the holder of an Affected Unsecured Claim or any subsequent holder of the whole of an Affected Unsecured Claim who has been acknowledged by the Monitor as the Affected Unsecured Creditor in respect of such Affected Unsecured Claim, transfers or assigns the whole of such Claim to more than one Person or part of such Claim to another Person or Persons, such transfer or assignment shall not create a separate Affected Unsecured Claim or Affected Unsecured Claims and such Affected Unsecured Claim shall continue to constitute and be dealt with as a single Claim as if such Claim (or portion of such Claim) had not been transferred or assigned, notwithstanding such transfer or assignment, and the Monitor and the ~~Petitioner~~Participating CCAA Parties shall in each such case not be bound to recognize or acknowledge any such transfer or assignment and shall be entitled to give notices to and to otherwise deal with such Affected Unsecured Claim only as a whole and then only to and with the Person last holding such Affected Unsecured Claim in whole as the Affected Unsecured Creditor in respect of such Affected Unsecured Claim, provided such Affected Unsecured Creditor may by notice in writing to the Monitor delivered so that it is received by the Monitor on or before the tenth day prior to any Meeting or distribution in respect of such Affected

Unsecured Claim, direct that subsequent dealings in respect of such Affected Unsecured Claim, but only as a whole, shall be with a specified ~~Person~~ transferee or assignee and in such event, such Affected Unsecured Creditor, and such transferee or assignee of the Affected Unsecured Claim as a whole shall be bound by any notices given ~~or to the transferor or assignor and prior~~ steps taken in respect of such Claim ~~with such Person in accordance with this Order~~;

Notices and Communications

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

Monitor:	<ul style="list-style-type: none"> ● FTI Consulting Canada Inc. TD Waterhouse Tower 79 Wellington Street West Suite 2010, P.O. Box 104 Toronto, ON M5K 1G8
	Attention: -Claims Process Nigel Meakin
	Fax: ●
	E-mail: ● bloomlake@fticonsulting.com

With a Copy to:	<ul style="list-style-type: none"> ● Norton, Rose, Fulbright LLP Suite 2500, 1 Place Ville Marie Montréal, QC H3B 1R1
	Attention: ● Sylvain Rigaud
	Fax: ●
	E-mail: ● sylvain.rigaud@nortonrosefulbright.com

Petitioner:	●
	Attention: Claims Process
	Fax: ●
	E-mail: [●]

<u>Participating CCAA Parties:</u>	<ul style="list-style-type: none"> Bloom Lake General Partner Limited et al c/o Blake, Cassels & Graydon LLP 199 Bay Street Suite 4000, Commerce Court West Toronto Ontario M5L 1A9
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	Attention: Clifford T. Smith, Officer
	E-mail: clifford.smith@CliffsNR.com

With a Copy to:	<ul style="list-style-type: none"> ● Blake, Cassels & Graydon LLP 199 Bay Street Suite 4000, Commerce Court West Toronto Ontario M5L 1A9
	Attention: ● Milly Chow
	Fax: ●
	E-mail: ● milly.chow@blakes.com

38. ~~24.~~ ORDERS that any document sent by the Monitor or the Participating CCAA Parties pursuant to this Order may be sent by e-mail, ordinary mail, ~~registered mail,~~ registered mail or courier ~~or facsimile transmission~~. A Creditor shall be deemed to have received any document sent pursuant to this Order two (2) Business Days after the document is sent by mail and one (1) Business Day after the document is sent by courier, or e-mail ~~or facsimile transmission~~. Documents shall not be sent by ordinary or registered mail during a postal strike or work stoppage of general application; For greater certainty, the Monitor shall not be deemed to have received any document unless and until such document is actually received by the Monitor at the address noted above.
39. ORDERS that, in the event that the day on which any notice or communication required to be delivered pursuant to this Order is not a Business Day, then such notice or communication shall be required to be delivered on the next Business Day.
40. ORDERS that if, during any period during which notices or other communications are being given pursuant to this Order, a postal strike or postal work stoppage of general application should occur, such notices or other communications sent by ordinary or registered mail and then not received shall not, absent further Order of this Court, be effective and notices and other communications given hereunder during the course of any such postal strike or work stoppage of general application shall only be effective if given by courier, personal delivery or e-mail in accordance with this Order.
41. ORDERS that all references to time in this Order shall mean prevailing local time in Montréal, Québec and any references to an event occurring on a Business Day shall mean prior to 5:00 p.m. on the Business Day unless otherwise indicated.
42. ORDERS that references to the singular shall include the plural, references to the plural shall include the singular and to any gender shall include the other gender.
- Sanction Hearing**
43. ORDERS that the Monitor shall provide a report to the Court as soon as practicable after the Meetings by no later than June 21, 2018 (the "**Monitor's Report Regarding the Meetings**") with respect to:

- 43.1 the results of voting at the Meetings;
- 43.2 whether the Required Majority of each Unsecured Creditor Class has approved the Plan;
- 43.3 the separate tabulation of the Unresolved Voting Claims as required by Paragraph 27; and
- 43.4 in its discretion, any other matter relating to the Participating CCAA Parties' motion(s) seeking sanction of the Plan.
44. **ORDERS** that an electronic copy of the Monitor's Report Regarding the Meetings, the Plan, including any Plan Modification, and a copy of the materials filed in respect of the Sanction Motion shall be posted on the Website prior to the Sanction Motion.
45. **ORDERS** that in the event the Plan has been approved by the Required Majority of each Unsecured Creditor Class, the Participating CCAA Parties may seek the sanction of the Plan before this Court on June 29, 2018 (the "**Sanction Motion**"), or such later date as the Monitor may advise the Service List in these proceedings, provided that such later date shall be acceptable to the Participating CCAA Parties, the Parent and the Monitor.
46. **ORDERS** that service of this Order by the CCAA Parties to the parties on the Service List, the delivery of the Meeting Materials and Employee Creditor Letters in accordance with Paragraphs 8 and 9 hereof and the posting of the Meeting Materials and Employee Creditor Letters on the Website in accordance with Paragraph 10 hereof shall constitute good and sufficient service and notice of the Sanction Motion.
47. **ORDERS** that in the event that the Sanction Motion is adjourned, only those Persons appearing on the Service List as of the date of service shall be served with notice of the adjourned date.
48. **ORDERS** that, subject to any further Order of the Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan, as sanctioned, shall govern and be paramount, and any such provision of this Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.
49. **ORDERS** that any person who wishes to oppose the Sanction Motion shall serve upon the parties on the Service List, and file with the Court a copy of the materials to be used to oppose the Sanction Motion by no later than 5:00 p.m. (Eastern time) on June 26, 2018 or, if applicable, four days' prior to any adjourned or rescheduled Sanction Motion.

Monitor's Role

50. **ORDERS** that the Monitor, in addition to its prescribed rights and obligations under (i) the CCAA; (ii) the Initial Orders; and (iii) the Amended Claims Procedure Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order.
51. **ORDERS** that: (i) in carrying out the terms of this Order, the Monitor shall have all the protections given to it by the CCAA, the Initial Orders, the Amended Claims Procedure

Order, and any other Order granted in these CCAA Proceedings and as an officer of the Court, including the stay of proceedings in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part; (iii) the Monitor shall be entitled to rely on the books and records of the Participating CCAA Parties and any information provided by the Participating CCAA Parties, and any information acquired by the Monitor as a result of carrying out its duties under this Order without independent investigation; and (iv) the Monitor shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

Aid and Assistance of Other Courts

52. ~~25.~~ **REQUESTS** the aid and recognition of any court or any judicial, regulatory or administrative body in any province or territory of Canada and any judicial, regulatory or administrative tribunal or other court constituted pursuant to the Parliament of Canada or the legislature of any province or any court or any judicial, regulatory or administrative body of the United States and of any other nation or state to act in aid of and to be complementary to this Court in carrying out the terms of this Order_;

General Provisions

~~26.~~ **ORDERS** that for the purposes of this Order, all 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 Determination Date;

53. ~~27.~~ **ORDERS** that the Monitor shall use reasonable discretion as to the adequacy of completion and execution of any document completed and executed pursuant to this Order and, where the Monitor is satisfied that any matter to be proven under this Order has been adequately proven, the Monitor may waive strict compliance with the requirements of this Order as to the completion and execution of documents_;

54. ~~28.~~ **DECLARES** that the Monitor may apply to this Court for advice and direction in connection with the discharge or variation of its powers and duties under this Order_;

55. ~~29.~~ **ORDERS** the provisional execution of this Order notwithstanding appeal_;

56. ~~30.~~ **THE WHOLE** without costs.

STEPHEN W. HAMILTON J.S.C.

Mtre Bernard Boucher

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

Date of hearing: May 18, 2018

Schedule A: Definitions

Schedule B: Creditor Letter

Schedule C: Employee Creditor Letters

Schedule D: Notice of Creditor's Meetings and Sanction Hearing

Schedule E: Proxy

Schedule F: Form of Resolution

Document comparison by Workshare Compare on 16 mai 2018 15:27:38

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Legend:	
Insertion	
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