

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE MR.) THURSDAY, THE 13TH
)
JUSTICE WILTON-SIEGEL) DAY OF NOVEMBER, 2014
)
)



IN THE MATTER OF THE *COMPANIES' CREDITORS*
ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PROPOSED PLAN OF
COMPROMISE OR ARRANGEMENT WITH RESPECT TO
U. S. STEEL CANADA INC.

CLAIMS PROCESS ORDER

THIS MOTION, made by U.S. Steel Canada Inc. (the "Applicant"), for an Order establishing a claims process pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended, to identify, determine and resolve claims of certain creditors of the Applicant, was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, the Second Report of the Monitor dated November 11, 2014 (the "Second Report"), and the affidavit of William E. Aziz sworn October 29, 2014, and on hearing the submissions of counsel for the Applicant, the Monitor, United States Steel Corporation, Her Majesty the Queen in Right of Ontario and the Superintendent, United Steelworkers, USW Local 1005, Representative Counsel and such other counsel who were present, and on being advised that the CCAA Service List was served with the Notice of Motion herein:

SERVICE

1. THIS COURT ORDERS that the time for service of this Motion and the Second Report is validated such that this Motion is properly returnable today and hereby dispenses with further service thereof.

DEFINITIONS AND INTERPRETATION

2. The following terms shall have the following meanings ascribed thereto:

- (a) "BIA" means the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended;
- (b) "Business Day" means a day, other than a Saturday or a Sunday, on which banks are generally open for business in Toronto, Ontario;
- (c) "CCAA" means the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended;
- (d) "CCAA Plan" means any proposed plan of compromise or arrangement filed in respect of the Applicant pursuant to the CCAA as the same may be amended, supplemented or restated from time to time in accordance with its terms;
- (e) "CCAA Proceedings" means the proceedings commenced by the Applicant in the Court under Court File No. CV-14-10695-00CL;
- (f) "CCAA Service List" means the service list in the CCAA Proceedings posted on the Monitor's Website, as amended from time to time;
- (g) "Claim" means:
 - (i) any right or claim of any Person that may be asserted or made in whole or in part against the Applicant, 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, including by reason of the commission of a tort (intentional or

unintentional), by reason of any breach of contract or other agreement (oral or written), by reason of any breach of duty (including any legal, statutory, equitable or fiduciary duty) or by reason of any right of ownership of or title to property or assets or right to a trust or deemed trust (statutory, express, implied, resulting, constructive or otherwise), and whether or not any indebtedness, liability or obligation is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, unsecured, present or future, known or unknown, by guarantee, surety or otherwise, and whether or not any right or claim is executory or anticipatory in nature, including any right or ability of any Person to advance a claim for contribution or indemnity or otherwise with respect to any matter, action, cause or chose in action, whether existing at present or commenced in the future, which indebtedness, liability or obligation, and any interest accrued thereon or costs payable in respect thereof (A) is based in whole or in part on facts existing prior to the Filing Date, (B) relates to a time period prior to the Filing Date, or (C) is a right or claim of any kind that would be a claim provable in bankruptcy within the meaning of the BIA had the Applicant become bankrupt on the Filing Date and includes an Equity Claim and a Secured Claim; and

(ii) a Restructuring Claim;

provided, however, that "Claim" shall not include

(A) an Excluded Claim; or

(B) any investigation, action, suit, order or proceeding in respect of the Applicant by or before a regulatory body (as defined in the CCAA), unless such investigation, action, suit, order or proceeding constitutes a "claim" within the meaning of the CCAA;

(h) "Claimant" means any Person asserting a Claim, and includes the transferee or assignee of a Claim, transferred and recognized as a Claimant in accordance

with paragraphs 33-35 hereof, or a trustee, executor, liquidator, receiver, receiver and manager, or other Person acting on behalf of or through such Person;

- (i) "Claimants' Guide to Completing the Proof of Claim" means the guide to completing the Proof of Claim form, in substantially the form attached as Schedule "E" hereto;
- (j) "Claims Bar Date" means 5:00 pm on December 22, 2014;
- (k) "Claims Officer" means an individual, if any, appointed in accordance with paragraph 29 of this Order to act as a claims officer for the purposes of the Claims Process;
- (l) "Claims Process" means the process outlined in this Order, including the Schedules;
- (m) "Court" means the Ontario Superior Court of Justice (Commercial List);
- (n) "Creditors' Meeting" means any meeting of creditors called for the purpose of considering and voting in respect of a CCAA Plan, if one is filed, to be scheduled pursuant to further order of the Court;
- (o) "Director" has the meaning given to it in the Initial Order;
- (p) "Director and Officer Indemnity Claim" means any existing or future right or Claim of a Director against the Applicant for contribution or indemnity;
- (q) "Dispute Notice" means a written notice to the Monitor, in substantially the form attached as Schedule "B" hereto, delivered to the Monitor by a Person who has received a Notice of Revision or Disallowance, of its intention to dispute such Notice of Revision or Disallowance;

- (r) "Dispute Package" means, with respect to any Claim, a copy of all information sent or received by the Monitor in accordance with the Claims Process and this Order;
- (s) "Employee Claim" means a Claim of a current or former employee of the Applicant (whether brought by such current or former employee or by the union or Representative Counsel on his or her behalf) as at the Filing Date and his or her dependents, heirs, administrators or assigns relating to the employment of such employee or former employment of such former employee, including but not limited to a Claim in respect of outstanding wages, salaries, benefits (including but not limited to employee medical, dental, disability, life insurance and similar benefit plans or arrangements and employee assistance programs), incentive plans, share compensation plans, vacation pay, commissions, bonuses and any other compensation, incentive payments, pre-retirement leaves or benefits, termination and severance payments, salary continuation and employee expenses and reimbursements;
- (t) "Equity Claim" has the meaning set forth in Section 2(1) of the CCAA;
- (u) "Excluded Claim" means, for the purposes of this Order:
 - (i) any Claim entitled to the benefit of an existing or future charge ordered by the Court;
 - (ii) any Claim of the Subsidiaries against the Applicant;
 - (iii) any Employee Claim;
 - (iv) any OPEB Claim;
 - (v) any Pension Claim;
 - (vi) any grievances under any collective bargaining agreement to which the Applicant is a party;

- (vii) any Director and Officer Indemnity Claim; and
- (viii) any Claim by a Governmental Authority relating to or dealing in whole or in part with the investigation, protection, conservation, remediation or management of the natural environment;
- (v) "Filing Date" means September 16, 2014;
- (w) "Government Authority" means a federal, provincial, territorial, municipal or other government or government department, agency or authority (including a court of law) having jurisdiction over the Applicant;
- (x) "Initial Order" means the First Amended and Restated Initial Order of Regional Senior Justice Morawetz made September 16, 2014 in the CCAA Proceedings, as further amended, restated or varied from time to time;
- (y) "Known Claimant" means:
 - (i) any Claimant which, based upon the books and records of the Applicant, was owed monies by the Applicant as of the Filing Date and which monies remain unpaid in whole or in part;
 - (ii) any Claimant who has commenced a legal proceeding in respect of a Claim or given the Applicant written notice of an intention to commence a legal proceeding or a demand for payment in respect of a Claim, provided that where a lawyer of record has been listed in connection with any such proceedings, the "Known Claimant" for the purposes of any notice required herein or to be given hereunder shall be, in addition to that Person, its lawyer of record; and
 - (iii) any Claimant who is a party to a lease, contract, or other agreement or obligation of the Applicant which was restructured, terminated, repudiated or disclaimed by the Applicant between the Filing Date and the date of this Order;

- (z) "Monitor" means Ernst & Young Inc.
- (aa) "Monitor's Website" means www.ey.com/ca/USSC;
- (bb) "Notice of Revision or Disallowance" means a notice, in substantially the form attached as Schedule "A" hereto, advising a Person that the Monitor has revised or disallowed all or part of such Person's Claim, set out in such Person's Proof of Claim;
- (cc) "Notice to Claimants" means the notice to Claimants for publication in substantially the form attached as Schedule "C" hereto;
- (dd) "OPEB Claim" means a Claim of any current or former employee of the Applicant (whether brought by such current or former employee or by the union or Representative Counsel on his or her behalf) as at Filing Date and his or her dependents, heirs, administrators or assigns in respect of non-pension post-employment benefits, including group medical, life and dental benefits, provided by the Applicant to certain former employees and their dependants;
- (ee) "Pension Claim" means a Claim of any Person in respect of pension, retirement or other benefits in respect of the following retirement plans:
 - (i) the U. S. Steel Canada Inc. Retirement Plan for Salaried Employees at Hamilton Works (FSCO Registration No. 0338509);
 - (ii) the U. S. Steel Canada Inc. Retirement Plan for Salaried Employees at the Former Welland Pipe Ltd. (FSCO Registration No. 1017185);
 - (iii) the U. S. Steel Canada Inc. Retirement Plan for CAW-Canada Local 523 Employees at the Former Stelpipe Ltd. (FSCO Registration No. 1018860);
 - (iv) the U. S. Steel Canada Inc. Retirement Plan for Salaried Employees of the Former Stelpipe Ltd. (FSCO Registration No. 1017177);

- (v) the U. S. Steel Canada Inc. Retirement Plan for Employees at the Pickle Line Department of Lake Erie Works (FSCO Registration No. 1206457);
- (vi) the U. S. Steel Canada Inc. Retirement Plan for Salaried Employees at Lake Erie Works (FSCO Registration No.0698753);
- (vii) the U. S. Steel Canada Inc. Retirement Plan for USW Local 8782 Members at Lake Erie Works (FSCO Registration No. 0698761);
- (viii) the U. S. Steel Canada Inc. Retirement Plan for USW Local 1005 Members at Hamilton Works (FSCO Registration No. 0354878);
- (ix) the Stelco Inc. Retirement Plan for Mark C. Steinman (FSCO Registration No. 1056738);
- (x) the Group Retirement Savings Plan of U. S. Steel Canada Inc., sponsored by the Applicant;
- (xi) non-registered supplemental individual "retirement benefit contracts" or "retiring allowances" provided by the Applicant;
- (xii) the Group Retirement Savings Plan for Local 1005 United Steelworkers of America contributed to by the Applicant;
- (xiii) the Group Retirement Savings Plan for Lake Erie Works Local 8782 United Steelworkers of America contributed to by the Applicant; and
- (xiv) the Group Retirement Savings Plan for Pickle Line Local 8782 United Steelworkers of America contributed to by the Applicant,

which for greater certainty, includes (i) any Claims of an administrator or sponsor of the plans described above in respect of any contributions, obligations, deficits or deficiencies relating to such plans; and (ii) any Claims of Her Majesty the Queen in Right of Ontario, the Government of Ontario (including its Ministries, administrative bodies and regulatory bodies), the Superintendent of Financial

Services (Ontario) (the “Superintendent”) or the Superintendent in his capacity as administrator of the Pension Benefits Guarantee Fund any of which relate in any way to any pension, retirement or other benefits or any contributions, obligations, deficits or deficiencies in connection with any such plans.

- (ff) “Person” is to be broadly interpreted and includes any individual, firm, corporation, limited or unlimited liability company, general or limited partnership, association, trust, unincorporated organization, joint venture, Government Authority or any agency, regulatory body, officer or instrumentality thereof or any other entity, wherever situate or domiciled, and whether or not having legal status, and whether acting on their own or in a representative capacity;
- (gg) “Proof of Claim” means the proof of claim in substantially the form attached as Schedule “D” hereto to be completed and filed by a Person setting forth its Claim and which shall include all supporting documentation in respect of such Claim;
- (hh) “Proof of Claim Document Package” means a document package that includes a copy of the Notice to Claimants, the Proof of Claim form, the Claimants' Guide to Completing the Proof of Claim form and such other materials as the Monitor, in consultation with the Applicant, may consider appropriate or desirable;
- (ii) “Proven Claim” means the amount and Status of a Claim of a Claimant as finally determined in accordance with this Order;
- (jj) “Representative Counsel” means the representative counsel of the Representatives as defined in the Representative Counsel Appointment Order of Mr. Justice Wilton-Siegel made October 8, 2014 in the CCAA Proceedings;
- (kk) “Restructuring Claim” means any right or claim of any Person that may be asserted or made in whole or in part against the Applicant, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind arising out of the restructuring, termination, repudiation or disclaimer of any lease, contract, or other arrangement, or agreement or obligation (whether oral or written) on or after the Filing Date and, any amending agreement related thereto

in existence as at the Filing Date, whether such restructuring, termination, repudiation or disclaimer took place or takes place before or after the date of this Order;

- (ll) "Restructuring Claims Bar Date" means, in respect of a Restructuring Claim, 45 days after the date on which the Monitor sends a Proof of Claim Document Package with respect to a Restructuring Claim;
- (mm) "Secured Claim" means that portion of a Claim that is (i) secured by security validly charging or encumbering property or assets of the Applicant (including statutory and possessory liens that create security interests) up to the value of such collateral, and (ii) duly and properly perfected in accordance with the relevant legislation in the appropriate jurisdiction as of the Filing Date;
- (nn) "Status" means, with respect to a Claim, whether such claim is an unsecured Claim, Secured Claim or Equity Claim;
- (oo) "Subsidiaries" means all direct and indirect wholly-owned subsidiaries of the Applicant and "Subsidiary" means any one of the Subsidiaries;
- (pp) "United Steelworkers" means the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and includes Local 1005 (Hamilton Works) and Local 8782 (Lake Erie Works), whether acting individually and/or collectively;
- (qq) "USS Claims" means any Claims by United States Steel Corporation, U. S. Steel Holdings, Inc., U. S. Steel Canada Limited Partnership or any affiliates of United States Steel Corporation (other than the Applicant or a Subsidiary), including any Claims pursuant to the USS Loan Agreements; and
- (rr) "USS Loan Agreements" means (i) the loan agreement dated as of October 29, 2007, as amended by Letter Agreement dated as of December 21, 2007 between U.S. Steel Canada Limited Partnership, as lender, and 1344973 Alberta ULC (now, the Applicant), as borrower, (ii) the Third Amended and Restated Loan

Agreement dated as of October 30, 2013 between United States Steel Credit Corporation (now U. S. Steel Holdings, Inc.) and the Applicant, and (iii) Security Agreement dated as of January 28, 2013 between United States Steel Credit Corporation (now U. S. Steel Holdings, Inc.), USS Sellers (as defined therein) and the Applicant, as amended from time to time,

3. THIS COURT ORDERS that all references as to time herein shall mean local time in Toronto, Ontario, Canada, and any reference to an event occurring on a Business Day shall mean prior to 5:00 p.m. on such Business Day unless otherwise indicated herein.
4. THIS COURT ORDERS that all references to the word "including" shall mean "including without limitation".
5. THIS COURT ORDERS that all references to the singular herein include the plural, the plural include the singular, and any gender includes the other gender.

GENERAL PROVISIONS

6. THIS COURT ORDERS that the Monitor, in consultation with the Applicant, is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which forms delivered hereunder are completed and executed, and may, where it is satisfied that a Claim has been adequately proven, waive strict compliance with the requirements of this Order as to completion and execution of such forms or request any further documentation from a Person that the Monitor, in consultation with the Applicant, may require in order to enable it to determine the validity and/or Status of a Claim.
7. THIS COURT ORDERS that if any Claim arose in a currency other than Canadian dollars, then the Person making the Claim shall complete its Proof of Claim, indicating the amount of the Claim in such currency, rather than in Canadian dollars or any other currency. Where no currency is indicated, the Claim shall be presumed to be in Canadian dollars. The Monitor shall subsequently calculate the amount of such Claim in Canadian Dollars, using the Reuters closing rate on the Filing Date (as found at <http://www.reuters.com/finance/currencies>), without prejudice to the right of any Person to propose a different exchange rate for any purpose.

8. THIS COURT ORDERS that a Person making a Claim shall complete its Proof of Claim, indicating the amount of the Claim, without including any interest and penalties that would otherwise accrue after the Filing Date.

9. THIS COURT ORDERS that the form and substance of each of the Notice of Revision or Disallowance, Dispute Notice, Notice to Claimants, the Proof of Claim and the Claimants' Guide to Completing the Proof of Claim, substantially in the forms attached as Schedules "A", "B", "C", "D" and "E" respectively, to this Order are hereby approved. Notwithstanding the foregoing, the Monitor, in consultation with the Applicant, may from time to time make non-material changes to such forms as the Monitor, in consultation with the Applicant, considers necessary or advisable.

MONITOR'S ROLE

10. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights, duties, responsibilities and obligations under the CCAA and under the Initial Order, is hereby directed and empowered to take such other actions and fulfill such other roles as are authorized by this Order or incidental thereto.

11. THIS COURT ORDERS that (i) in carrying out the terms of this Order, the Monitor shall have all of the protections given to it by the CCAA, the Initial Order, and this Order, 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 the carrying out of the provisions of this Order, except to the extent that the Monitor has acted with gross negligence or wilful misconduct, (iii) the Monitor shall be entitled to rely on the books and records of the Applicant and any information provided by the Applicant, all 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 or in any information provided by any Claimant, except to the extent that the Monitor has acted with gross negligence or wilful misconduct.

NOTICE TO CLAIMANTS

12. THIS COURT ORDERS that:

- (a) the Monitor shall no later than five (5) Business Days following the making of this Order, post a copy of the Proof of Claim Document Package on the Monitor's Website;
- (b) the Monitor shall no later than five (5) Business Days following the making of this Order, send on behalf of the Applicant to each of the Known Claimants a copy of the Proof of Claim Document Package;
- (c) the Monitor shall no later than five (5) Business Days following the making of this Order, cause the Notice to Claimants to be published in (i) The Globe and Mail newspaper (National Edition) on one such day, (ii) the Hamilton Spectator on one such day, and (iii) the Simcoe Reformer on one such day;
- (d) with respect to Restructuring Claims arising from the restructuring, termination, repudiation or disclaimer of any lease, contract, or other agreement or obligation, the Monitor shall send to the counterparty(ies) to such lease, contract, or other agreement or obligation a Proof of Claim Document Package no later than five (5) Business Days following the time the Monitor actually becomes aware of the effective date of such restructuring, termination, repudiation or disclaimer of any such lease, contract, or other agreement or obligation; and
- (e) the Monitor shall, provided such request is received by the Monitor prior to the Claims Bar Date, deliver as soon as reasonably possible following receipt of a request therefor a copy of the Proof of Claim Document Package to any Person requesting such material.

13. THIS COURT ORDERS that the Applicant shall inform the Monitor of all Known Claimants by providing the Monitor with a list of all Known Claimants and their last known addresses according to the books and records of the Applicant.

14. THIS COURT ORDERS that, except as otherwise set out in this Order or other orders of the Court, neither the Monitor nor the Applicant is under any obligation to send notice to any Person having or asserting a Claim, and without limitation, neither the Monitor nor the Applicant shall have any obligation to send notice to any Person having a security interest in a Claim

(including the holder of a security interest created by way of a pledge or a security interest created by way of an assignment of a Claim), and all Persons (including Claimants and Known Claimants) shall be bound by the Claims Bar Date, the Restructuring Claims Bar Date, this Order and any notices published pursuant to paragraphs 12(a) and 12(c) of this Order regardless of whether or not they received actual notice, and any steps taken in respect of any Claim, in accordance with this Order.

15. THIS COURT ORDERS that neither (i) the reference to a purported Claim as a "Claim" or a purported Claimant as a "Claimant" in this Order nor (ii) the delivery of a Proof of Claim Document Package by the Monitor to a Person shall constitute an admission by the Applicant or the Monitor of any liability of the Applicant to any Person.

CLAIMS BAR DATES

16. THIS COURT ORDERS that (i) Proofs of Claim (except in respect of any Restructuring Claims) shall be filed with the Monitor on or before the Claims Bar Date, and (ii) Proofs of Claim in respect of Restructuring Claims shall be filed with the Monitor on or before the Restructuring Claims Bar Date. For the avoidance of doubt, a Proof of Claim must be filed in respect of every Claim, regardless of whether or not a legal proceeding in respect of a Claim was commenced prior to the Filing Date.

17. THIS COURT ORDERS that, subject to further order of this Court, any Person that does not file a Proof of Claim in respect of a Claim as provided for herein such that the Proof of Claim is received by the Monitor on or before the Claims Bar Date or the Restructuring Claims Bar Date, as applicable, (a) shall be and is hereby forever barred from making or enforcing such Claim against the Applicant and all such Claims shall be forever extinguished; (b) shall not be entitled to vote such Claim at the Creditors' Meeting in respect of the CCAA Plan or to receive any distribution thereunder in respect of such Claim; and (c) shall not be entitled to any further notice in, and shall not be entitled to participate as a Claimant or creditor in, the CCAA Proceedings in respect of such Claim. For greater certainty, nothing in this paragraph shall bar or extinguish any rights or claims of any kind against any party that is not an Applicant.

EXCLUDED CLAIMS

18. THIS COURT ORDERS that Persons with an Excluded Claim shall not be required to file a Proof of Claim in this process in respect of such Excluded Claim (and the Monitor and the Applicant shall disregard any Proofs of Claim filed in respect of an Excluded Claim), unless required to do so by further order of the Court.

PROOFS OF CLAIM

19. THIS COURT ORDERS that each Person shall include any and all Claims it asserts against the Applicant in a single Proof of Claim, provided however that where a Person has taken assignment or transfer of a Claim after the Filing Date, that Person shall file a separate Proof of Claim for each such assigned or transferred Claim.

REVIEW OF PROOFS OF CLAIM

20. THIS COURT ORDERS that the Monitor (in consultation with the Applicant), subject to the terms of this Order, shall review all Proofs of Claim filed, and at any time:

- (a) may request additional information from a Claimant;
- (b) may request that a Claimant file a revised Proof of Claim;
- (c) may, with the consent of the Applicant or further order of the Court, attempt to resolve and settle any issue arising in a Proof of Claim or in respect of a Claim, provided that the Monitor shall not settle any Claim in excess of \$50 million without a further order of the Court;
- (d) may, with the consent of the Applicant or further order of the Court, accept (in whole or in part) the amount and/or Status of any Claim and so notify the Claimant in writing, provided that the Monitor shall not accept (in whole or in part) the amount and/or Status of any Claim in excess of \$50 million without a further Order of the Court; and

- (e) may by notice in writing revise or disallow (in whole or in part) the amount and/or Status of any Claim, provided that the Monitor shall not accept by way of revision any Claim in excess of \$50 million without a further Order of the Court,

subject in each case to paragraph 28 in respect of USS Claims.

21. THIS COURT ORDERS that, subject to paragraph 28 in respect of USS Claims, where a Claim has been accepted by the Monitor in accordance with this Order, such Claim shall constitute such Claimant's Proven Claim. The acceptance of any Claim or other determination of same in accordance with this Order, in full or in part, shall not constitute an admission of any fact, thing, liability, or quantum or status of any claim by any Person, save and except in the context of the CCAA Proceedings.

22. THIS COURT ORDERS that where a Claim is revised or disallowed (in whole or in part, and whether as to amount and/or Status), the Monitor shall deliver to the Claimant a Notice of Revision or Disallowance, attaching the form of Dispute Notice.

23. THIS COURT ORDERS that where a Claim has been revised or disallowed (in whole or in part, and whether as to amount and/or as to Status), the revised or disallowed Claim (or revised or disallowed portion thereof) shall not be a Proven Claim until determined otherwise in accordance with the process set out in this Order or as otherwise ordered by the Court.

DISPUTE NOTICE

24. THIS COURT ORDERS that a Claimant who intends to dispute a Notice of Revision or Disallowance shall send a Dispute Notice to the Monitor as soon as reasonably possible but in any event such Dispute Notice shall be sent by such Claimant so that it is received by the Monitor on the day that is not later than fourteen (14) days after such Claimant is deemed to have received the Notice of Revision or Disallowance in accordance with paragraph 37 of this Order or such longer period as may be agreed to by the Monitor in writing. The receipt of a Dispute Notice by the Monitor within the fourteen (14) day period specified in this paragraph shall constitute an application to have the amount and/or Status of such claim determined pursuant to the Claims Process as provided in this Order.

25. THIS COURT ORDERS that, subject to paragraph 28 in respect of USS Claims, where a Claimant who receives a Notice of Revision or Disallowance fails to file a Dispute Notice so that it is actually received by the Monitor within the time period provided therefor in this Order, the amount and Status of such Claimant's Claim shall be deemed to be as set out in the Notice of Revision or Disallowance and such amount and Status, if any, shall constitute such Claimant's Proven Claim (and in the case of a USS Claim, such amount shall constitute the maximum amount of such USS Claim), and the balance of such Claimant's Claim, if any, shall be forever barred and extinguished.

RESOLUTION OF CLAIMS

26. THIS COURT ORDERS that as soon as practicable after a Dispute Notice is received by the Monitor within the requisite timeframe set out herein, the Monitor, may, subject to paragraph 28 in respect of USS Claims, attempt to resolve and settle the Claim with the Claimant.

27. THIS COURT ORDERS that in the event that a dispute raised in a Dispute Notice is not settled within a time period or in a manner satisfactory to the Monitor, the Applicant and the applicable Claimant, the Monitor shall at its discretion after consultation with the Applicant either (i) send a Dispute Package to a Claims Officer, if one has been appointed or (ii) schedule an appointment with the Court for the purpose of scheduling a motion to seek a determination by the Court of the disputed Claim, at which appointment directions will be sought from the Court on the process for such determination. Without limitation, the foregoing includes any dispute arising as to whether a Claim or any portion thereof is or is not a Secured Claim or an Equity Claim.

28. THIS COURT ORDERS that notwithstanding anything to the contrary in this Order with respect to USS Claims: (i) the Monitor shall prepare a report to be served on the Service List and filed with the Court for the Court to consider, detailing its review of all USS Claims and recommendations it has, if any, with respect to the determination of such Claims; (ii) as soon as reasonably practicable after service of such report, the Monitor shall seek a scheduling appointment before the Court, on notice to the Service List, to seek a schedule for the hearing of a motion to determine such USS Claims; and (iii) the USS Claims shall not be accepted or

determined as Proven Claims pursuant to this Claims Process without approval of this Court. For greater certainty, nothing in any such report filed by the Monitor shall bind the Court with respect to its determination of the USS Claims as the Court sees fit, including without limitation the quantum, Status, validity and enforceability of such USS Claims.

CLAIMS OFFICER(S)

29. THIS COURT ORDERS that the appointment of any Claims Officer shall be subject to Court approval and the Monitor is hereby authorized to bring a motion to seek an order of the Court appointing one or more Claims Officers. The Applicant shall pay the reasonable professional fees and disbursements of each Claims Officer in connection with such appointment as Claims Officer on presentation and acceptance of invoices from time to time. Each Claims Officer shall be entitled to a reasonable retainer against its fees and disbursements which shall be paid upon request by the Applicant with the consent of the Monitor.

30. THIS COURT ORDERS that subject to further order of the Court, the Claims Officer shall determine the Status and/or amount of each Claim in respect of which a dispute has been referred to such Claims Officer by the Monitor, and in doing so, the Claims Officer shall be empowered to determine the manner in which evidence may be brought before him or her as well as any other procedural matters which may arise in respect of the determination of any Claim.

31. THIS COURT ORDERS that upon receipt of a Dispute Package in respect of a Claim, the Claims Officer shall schedule and conduct a hearing to determine the Status and/or amount of the Claim and shall, as soon as practicable after such hearing, notify the Monitor and the Claimant of his or her determination.

32. THIS COURT ORDERS that the Monitor or the Claimant may appeal the Claims Officer's determination to this Court by serving upon the other and filing with this Court, within ten (10) days of notification of the Claims Officer's determination of such Claimant's Claim, a notice of motion returnable on a date to be fixed by this Court. If a notice of motion is not filed within such period, then the Claims Officer's determination shall, subject to a further order of the Court, be deemed to be final and binding and shall be such Claimant's Proven Claim.

NOTICE OF TRANSFEREES

33. THIS COURT ORDERS that neither the Monitor nor the Applicant shall be obligated to send notice to or otherwise deal with a transferee or assignee of a Claim, as the Claimant in respect thereof unless and until (i) actual written notice of transfer or assignment, together with satisfactory evidence of such transfer or assignment, shall have been received by the Monitor and the Applicant and (ii) the Monitor shall have acknowledged in writing such transfer or assignment, and thereafter such transferee or assignee shall for all purposes hereof constitute the "Claimant" in respect of such Claim. Any such transferee or assignee of a Claim, and such Claim, shall be bound by all notices given or steps taken in respect of such Claim, in accordance with this Order prior to the written acknowledgement by the Monitor of such transfer or assignment.

34. THIS COURT ORDERS that if the holder of a Claim has transferred or assigned 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 Claim, and such Claim shall continue to constitute and be dealt with as a single Claim notwithstanding such transfer or assignment, and the Monitor and the Applicant shall in each such case not be bound to acknowledge or recognize any such transfer or assignment and shall be entitled to send notice to and to otherwise deal with such Claim only as a whole, and then only to and with the Person last holding such Claim in whole as the Claimant in respect of such Claim. Provided that a transfer or assignment of the Claim has taken place in accordance with this Order and the Monitor has acknowledged in writing such transfer or assignment, the Person last holding such Claim in whole as the Claimant in respect of such Claim may by notice in writing to the Monitor direct that subsequent dealings in respect of such Claim, but only as a whole, shall be with a specified Person and, in such event, such Claimant, transferee or assignee of the Claim, shall be bound by any notices given or steps taken in respect of such Claim by or with respect to such Person in accordance with this Order.

35. THIS COURT ORDERS that the transferee or assignee of any Claim (i) shall take the Claim, subject to the rights and obligations of the transferor/assignor of the Claim, including any rights of set-off which the Applicant had against such transferor or assignor, and (ii) cannot use any transferred or assigned Claim to reduce any amount owing by the transferee or assignee to the Applicant, whether by way of set off, application, merger, consolidation or otherwise.

DIRECTIONS

36. THIS COURT ORDERS that the Monitor, the Applicant, any Claimant, USS, the Province, the United Steelworkers, Representative Counsel and any other Person with a material interest in these proceedings may, at any time, and with such notice as the Court may require, seek directions from the Court with respect to this Order and the Claims Process set out herein, including the forms attached as Schedules hereto.

SERVICE AND NOTICE

37. THIS COURT ORDERS that the Monitor and the Applicant may, unless otherwise specified by this Order, serve and deliver the Proof of Claim Document Package, and any letters, notices or other documents to Claimants, or other interested Persons, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic or digital transmission to such Persons (with copies to their counsel as appears on the CCAA Service List if applicable) at the address as last shown on the records of the Applicant or set out in such Person's Proof of Claim. Any such service or notice by courier, personal delivery or electronic or digital transmission shall be deemed to have been received: (i) if sent by ordinary mail, on the third Business Day after mailing within Ontario, the fifth Business Day after mailing within Canada (other than within Ontario), and the tenth Business Day after mailing internationally; (ii) if sent by courier or personal delivery, on the next Business Day following dispatch; and (iii) if delivered by electronic or digital transmission by 6:00 p.m. on a Business Day, on such Business Day, and if delivered after 6:00 p.m. or other than on a Business Day, on the following Business Day. Notwithstanding anything to the contrary in this Order, Notices of Revision or Disallowance shall be sent only by (i) electronic or digital transmission to a fax number or email address that has been provided in writing by the Claimant or (ii) courier.

38. THIS COURT ORDERS that any notice or other communication (including Proofs of Claim and Notices of Dispute) to be given under this Order by any Person to the Monitor shall be in writing in substantially the form, if any, provided for in this Order and will be sufficiently given only if delivered by prepaid registered mail, courier, personal delivery or electronic or digital transmission addressed to:

Ernst & Young Inc.
Court-Appointed Monitor of
U. S. Steel Canada Inc.
222 Bay Street, P.O. Box 251
Toronto, Ontario
Canada M5K 1J7

Attn: Mr. David Saldanha
Telephone: 1-844-941-7764
Email: ussc.monitor@ca.ey.com
Fax: 416-943-3300

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

39. THIS COURT 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 mail and then not received shall not, absent further Order of the 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 electronic or digital transmission in accordance with this Order.

40. THIS COURT ORDERS that in the event that this Order is later amended by further order of the Court, the Monitor shall post such further Order on the Monitor's Website and such posting shall constitute adequate notice of such amended Claims Process.

MISCELLANEOUS

41. THIS COURT ORDERS that nothing in this Order shall constitute or be deemed to constitute an allocation or assignment of a Claim or an Excluded Claim into particular affected or unaffected classes for the purpose of a CCAA Plan and, for greater certainty, the treatment of Claims, Excluded Claims or any other claims are to be subject to a CCAA Plan and the class or classes of creditors for voting and distribution purposes shall be subject to the terms of any proposed CCAA Plan or further Order of the Court.

42. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or in any other foreign jurisdiction, to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of the Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order



C. CHIBA
REGISTRAR, SUPERIOR COURT OF JUSTICE
GREFFIER ADJOINT, COUR SUPÉRIEURE DE JUSTICE

330 UNIVERSITY AVE.	330 AVE. UNIVERSITY
7TH FLOOR	7E ÉTAGE
TORONTO, ONTARIO	TORONTO, ONTARIO
M5G 1R7	M5G 1R7

ON 14 NOV 2014 14:00
C. CHIBA
LE 14 NOV 2014 14:00



NOV 14 2014

SCHEDULE "A"

NOTICE OF REVISION OR DISALLOWANCE

SCHEDULE "A"

NOTICE OF REVISION AND DISALLOWANCE

For creditors of U. S. Steel Canada Inc. (the "Applicant")

Claim Reference Number:

Name of Applicant: **U. S. Steel Canada Inc.**

Defined terms not defined in this Notice of Revision or Disallowance have the meaning ascribed in the Order of the Ontario Superior Court of Justice (Commercial List) dated November 13, 2014 (the "Claims Process Order"). All dollar values contained herein are in Canadian dollars unless otherwise noted.

Pursuant to paragraph 22 of the Claims Process Order, Ernst & Young Inc., in its capacity as Court-appointed Monitor of the Applicant, hereby gives you notice that it has reviewed your Proof of Claim in conjunction with the Applicant and has disallowed all or part of your Claim. Subject to further dispute by you in accordance with the Claims Process Order, your Claim will be allowed as follows:

	Proof of Claim amount as submitted by Creditor		Amount allowed by Monitor
	(original currency amount)	(in Canadian dollars) ¹	(in Canadian dollars)
A. Unsecured Prefiling Claim		\$	\$
B. Secured Prefiling Claim		\$	\$
C. Restructuring Claim		\$	\$
D. Total Claim		\$	\$

Reasons for Disallowance:

SERVICE OF DISPUTE NOTICES

If you intend to dispute this Notice of Disallowance, you must, no later than 5:00 pm (prevailing time in Toronto) on the day that is fourteen (14) days after this Notice of

¹ As calculated in accordance with paragraph 7 of the Claims Procedure Order if original currency amount other than Canadian dollars.

Revision or Disallowance is deemed to have been received by you (in accordance with paragraph 37 of the Claims Process Order), deliver a Notice of Dispute to the Monitor by prepaid registered mail, courier, personal delivery or electronic or digital transmission to the address below. In accordance with the Claims Process Order, notices shall be deemed to be received upon actual receipt thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day. The form of Dispute Notice is enclosed and can also be accessed on the Monitor's website at www.ey.com/ca/ussc.

ERNST & YOUNG INC.
Court-appointed Monitor of
U. S. Steel Canada Inc.
222 Bay Street, Suite 2400
Toronto, Ontario
Canada M5K 1J7

Attention: Mr. David Saldanha
Telephone: 1-844-941-7764
E-mail: ussc.monitor@ca.ey.com
Fax: 1-416-943-3300

IF YOU FAIL TO FILE A DISPUTE NOTICE WITHIN THE PRESCRIBED TIME PERIOD, THIS NOTICE OF REVISION AND DISALLOWANCE WILL BE BINDING UPON YOU.

DATED at Toronto, this • day of •, 2015.

ERNST & YOUNG INC., in its capacity as Court-appointed Monitor of U. S. Steel Canada Inc. and not in its personal capacity.

Per:

SCHEDULE "B"

DISPUTE NOTICE

SCHEDULE "B"

DISPUTE NOTICE

For creditors of U. S. Steel Canada Inc. (the "Applicant")

Claim Reference Number: _____

Name of Applicant against
which a Claim is asserted: U. S. Steel Canada Inc.

1. Particulars of Creditor:

Full Legal Name of Creditor (include trade name, if different):

(the "Creditor")

Full Mailing Address of the Creditor:

Other Contact Information of the Creditor:

Telephone Number: _____

Email Address: _____

Facsimile Number: _____

Attention (Contact Person): _____

2. Particulars of original Creditor from whom you acquired the Claim, if applicable:

Have you acquired this Claim by assignment?

Yes: ☐ No: ☐

If yes and if not already provided, attach documents evidencing assignment.

Full Legal Name of original Creditor(s): _____

3. Dispute of Revision and Disallowance of Claim:

The Creditor hereby disagrees with the value of its Claim as set out in the Notice of Revision and Disallowance and asserts a Claim as follows:

	Amount, if any, allowed by Monitor in Notice of Revision and Disallowance: (in Canadian dollars)	Amount claimed by Creditor: (in Canadian Dollars) ¹
A. Unsecured Prefiling Claim	\$	\$
B. Secured Prefiling Claim	\$	\$
C. Restructuring Claim	\$	\$
D. Total Claim	\$	\$

REASON(S) FOR THE DISPUTE:

(You must include a list of reasons as to why you are disputing your Claim as set out in the Notice of Revision and Disallowance and attach supporting documentation as applicable.)

SERVICE OF DISPUTE NOTICES

If you intend to dispute the Notice of Revision and Disallowance, you must by no later than the date that is fourteen (14) days after the Notice of Revision and Disallowance is deemed to have been received by you (in accordance with paragraph 37 of the Claims Process Order) deliver to the Monitor this Dispute Notice by prepaid registered mail, courier, personal delivery or electronic or digital transmission to the address below. In accordance with the Claims Process Order, notices shall be deemed to be received upon actual receipt

¹ As calculated in accordance with paragraph 7 of the Claims Process Order if original currency amount other than Canadian dollars.

thereof by the Monitor during normal business hours on a Business Day, or if delivered outside of normal business hours, on the next Business Day.

ERNST & YOUNG INC.
Court-appointed Monitor of
U. S. Steel Canada Inc.
222 Bay Street, Suite 2400
Toronto, Ontario
Canada M5K 1J7

Attention: Mr. David Saldanha
Telephone: 1-844-941-7764
E-mail: ussc.monitor@ca.ey.com
Fax: 1-416-943-3300

DATED this _____ day of _____, 2015.

Name of Creditor: _____

Witness

Per: _____
Name: _____
Title: _____
(please print)

SCHEDULE "C"

NOTICE TO CLAIMANTS

SCHEDULE "C"

NOTICE TO CLAIMANTS AGAINST U.S. STEEL CANADA INC. (hereinafter referred to as the "Applicant")

**RE: NOTICE OF CLAIMS PROCESS FOR THE APPLICANT PURSUANT TO
THE COMPANIES' CREDITORS ARRANGEMENT ACT (the "CCAA")**

PLEASE TAKE NOTICE that this notice is being published pursuant to an Order of the Superior Court of Justice of Ontario made on November 13, 2014 (the "Claims Process Order"). Pursuant to the Claims Process Order, Proof of Claim Document Packages will be sent to claimants, on or before November 20, 2014, if those claimants are known to the Applicant. Claimants may also obtain the Claims Process Order and a Proof of Claim Document Package from the website of the Monitor at www.ey.com/ca/USSC, or by contacting the Monitor by telephone (1-844-941-7764).

Proofs of Claim must be submitted to the Monitor for any claim against the Applicant, whether unliquidated, contingent or otherwise, in each case where the claim (i) is based on facts existing prior to September 16, 2014 or relates to a time period prior to September 16, 2014, among other things, or (ii) arose on or after September 16, 2014 as a result of the restructuring, termination, repudiation or disclaimer of any lease, contract, or other arrangement, agreement or obligation (a "Restructuring Claim"). Please consult the Proof of Claim Document Package for more details. A Proof of Claim must be filed in respect of every Claim, regardless of whether or not a legal proceeding in respect of a Claim was commenced prior to September 16, 2014.

Proofs of Claim (except in respect of any Restructuring Claim) must be received by the Monitor on or before December 22, 2014 at 5:00 p.m. (prevailing Eastern Time) and Proofs of Claim in respect of Restructuring Claims must be received by the Monitor on or before the Restructuring Claims Bar Date set out in the Claims Process Order. It is your responsibility to ensure that the Monitor receives your Proof of Claim by the applicable claims bar date.

Certain Claims, including Employee Claims, OPEB Claims and Pension Claims (each as defined in the Claims Process Order) are excluded from the Claims Process and individuals with such "Excluded Claims" are not required to file a Proof of Claim in the Claims Process at this time. Please consult the Claims Process Order for additional details.

**CLAIMS WHICH ARE NOT RECEIVED BY THE APPLICABLE CLAIMS BAR DATE
WILL BE BARRED AND EXTINGUISHED FOREVER.**

DATED at Toronto this • day of November, 2014.

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SCHEDULE "D"

PROOF OF CLAIM

U. S. Steel Canada Inc. Proof of Claim**1 Name of the Company (the "Applicant")**

U. S. Steel Canada Inc.

2 Original Creditor Identification (the "Creditor")

Legal Name of Creditor			Name of Contact
Address			Phone #
			Fax #
City, Province / State	Country	Postal/Zip code	e-mail

3 Assignee, if claim has been assigned

Full Legal Name of Assignee			Name of Contact
Address			Phone #
			Fax #
City, Province / State	Country	Postal/Zip code	e-mail

4 Amount of Claim

U. S. Steel Canada Inc. was, and still is indebted to the Creditor as follows:

Claims will be recorded as "Unsecured" unless the "Secured" box is checked		(Check only if applicable)	
Currency	Original Currency Amount	Secured	Restructuring
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>
		<input type="checkbox"/>	<input type="checkbox"/>

5 Documentation

Provide all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim, and amount of invoices, particulars of all credits, discounts, etc. claimed, the security, description of if any, granted by the affected Applicant to the Creditor.

6 Certification

I hereby certify that:

- I am the Creditor, or authorized Representative of the Creditor.
- I have knowledge of all the circumstances connected with this Claim.
- Complete documentation in support of this claim is attached.

This space reserved for use by the Monitor

Signature	Name
	Title
Dated at	Signed at

7 Filing of Claim

This Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (prevailing time in Toronto, Ontario, Canada) on **DECEMBER 22, 2014**, by prepaid registered mail, courier, personal delivery or electronic or digital transmission at the following address:

Ernst & Young Inc.
222 Bay St., P.O. Box 251
Toronto, ON M5K 1J7
CANADA
Attention: Mr. David Saldanha

Fax: 416-943-3300
Tel: 1-844-941-7764
e-mail: ussc.monitor@ca.ey.com

SCHEDULE "E"

CLAIMANTS' GUIDE TO COMPLETING THE PROOF OF CLAIM

GUIDE TO COMPLETING THE PROOF OF CLAIM FORM

This Guide has been prepared to assist Claimants in filling out the Proof of Claim form with respect to the U. S. Steel Canada Inc. (the "Applicant" or "USSC"). If you have any additional questions regarding completion of the Proof of Claim form, please consult the Monitor's website at www.ey.com/ca/ussc or contact the Monitor, whose contact information is shown below.

The Proof of Claim form should be used only to assert Claims against USSC pursuant to the Claims Process Order issued by the Court on November 13, 2014 (the "Claims Process Order"). Unless and until otherwise ordered by the Court, you should not file the Proof of Claim form in respect of any Excluded Claims under the Claims Process Order, which include:

- (i) any Claims entitled to the benefit of an existing or future charge ordered by the Court;
- (ii) any Claims of the Subsidiaries against the Applicant;
- (iii) any Employee Claims;
- (iv) any OPEB Claims or Pension Claims;
- (v) any grievances under any collective bargaining agreement to which the Applicant is a party; and
- (vi) any Claims by a Governmental Authority relating to or dealing in whole or in part with the protection, conservation, remediation or management of the natural environment that were, as of the Filing Date contingent; unmatured, unliquidated or that were otherwise not payable for a sum certain;

Definitions of "Employee Claims", "OPEB Claims" and "Pension Claims" are included in an Appendix to this Guide for your convenience. Please refer to the Claims Process Order for the meanings of any other terms not defined herein.

Additional copies of the Proof of Claim form may be found at the Monitor's website address noted above.

Please note that this is a guide only, and that in the event of any inconsistency between the terms of this guide and the terms of the Claims Process Order, the terms of the Claims Process Order will govern.

Section 1 – Name of Company:

- Do not alter this section. This Proof of Claim form can only be used to assert a Claim against U.S. Steel Canada Inc.

Section 2 – Original Creditor

- A separate Proof of Claim form must be filed by each legal entity or person asserting a claim against USSC.

GUIDE TO COMPLETING THE PROOF OF CLAIM FORM continued

- The full legal name of the Creditor must be provided.
- If the Creditor operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.
- If the Claim has been assigned or transferred to another party, Section 3 must also be completed.
- Unless the Claim is assigned or transferred, all future correspondence, notices, etc. regarding the Claim will be directed to the address and contact indicated in this section.

Section 3 – Assignee

- If the Creditor has assigned or otherwise transferred its Claim, then Section 3 must be completed.
- The full legal name of the Assignee must be provided.
- If the Assignee operates under a different name, or names, please indicate this in a separate schedule in the supporting documentation.
- If the Monitor is satisfied an assignment or transfer has occurred, all future correspondence, notices, etc. regarding the Claim will be directed to the Assignee at the address and contact indicated in this section.

Section 4 – Amount of Claim of Creditor against USSC

- Indicate the amount USSC was, and still is indebted to the Creditor

Currency, Original Currency Amount

- The amount of the Claim must be provided in the currency in which it arose. If no currency is indicated, the Claim will be presumed to be in Canadian dollars.
- Indicate the appropriate currency in the Currency column.
- If the Claim is denominated in multiple currencies, use a separate line to indicate the Claim amount in each such currency. If there are insufficient lines to record these amounts, attach a separate schedule indicating the required information.
- Claims denominated in a currency other than Canadian dollars will be converted into Canadian dollars by the Monitor as described in the Claim Procedure Order.

Secured

- Check the Secured box ONLY if the Claim recorded on that line is secured. Do not check this box if your Claim is unsecured.
- If the value of the collateral securing your Claim is less than the amount of your Claim, enter the shortfall portion on a separate line as an unsecured claim.
- Evidence supporting the security you hold must be submitted with the Proof of Claim form. Provide full particulars of the nature of the security, including the date on which the security was given and the value you attribute to the collateral securing your Claim. Attach a copy of all related security documents.

Restructuring Claim

- A Restructuring Claim means any right or claim of any Person that may be asserted or made in whole or in part against the Applicant, whether or not asserted or made, in connection with any indebtedness, liability or obligation of any kind arising out of the restructuring, termination, repudiation or disclaimer of any lease, contract, or other arrangement, or agreement or obligation (whether oral or written) on or after

GUIDE TO COMPLETING THE PROOF OF CLAIM FORM continued

September 16, 2014 (the "Filing Date") and, any amending agreement related thereto in existence as at the Filing Date, whether such restructuring, termination, repudiation or disclaimer took place or takes place before or after the date of the Claims Process Order.

Section 5 – Documentation

- Attach to the claim form all particulars of the Claim and supporting documentation, including amount, description of transaction(s) or agreement(s) giving rise to the Claim, name of any guarantor which has guaranteed the Claim and amount of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by USSC to the Creditor and estimated value of such security, and particulars of any restructuring claim.

Section 6 – Certification

- The person signing the Proof of Claim form should
 - Be the Creditor, or authorized Representative (for example, a signing officer of a corporation, where that corporation is the Creditor) of the Creditor.
 - Have knowledge of all the circumstances connected with this Claim.
- By signing and submitting the Proof of Claim, the Creditor is asserting the claim against USSC.

Section 7 – Filing of Claim

- The Proof of Claim must be received by the Monitor by no later than 5:00 p.m. (prevailing time in Toronto, Ontario, Canada) on December 22, 2014. Proofs of Claim should be sent by prepaid registered mail, courier, personal delivery or electronic or digital transmission to the following address:

Ernst & Young Inc.
Court-appointed Monitor of
U. S. Steel Canada Inc.
222 Bay Street, P.O. Box 251
Toronto, Ontario
Canada M5K 1J7

Attention: Mr. David Saldanha
Telephone: 1-844-941-7764
E-mail: ussc.monitor@ca.ey.com
Fax: 416-943-3300

Failure to file your Proof of Claim so that it is received by the Monitor by 5:00 p.m. (prevailing time in Toronto, Ontario, Canada) on December 22, 2014 will result in your Claim being barred and you will be prevented from making or enforcing a Claim against USSC (other than in respect of Excluded Claims). In addition, you shall not be entitled to further notice in and shall not be entitled to participate as a

GUIDE TO COMPLETING THE PROOF OF CLAIM FORM continued

creditor in these proceedings in respect of your Claims (other than in respect of Excluded Claims).

APPENDIX

Certain Definitions from Claims Process Order

“Employee Claim” means a Claim of a current or former employee of the Applicant (whether brought by such current or former employee or by the union on his or her behalf) as at the Filing Date and his or her dependents, heirs, administrators or assigns relating to the employment of such employee or former employment of such former employee, including but not limited to a Claim in respect of outstanding wages, salaries, benefits (including but not limited to employee medical, dental, disability, life insurance and similar benefit plans or arrangements and employee assistance programs), incentive plans, share compensation plans, vacation pay, commissions, bonuses and other incentive payments, pre-retirement leaves or benefits, termination and severance payments, salary continuation and employee expenses and reimbursements, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements.

“OPEB Claims” means a Claim of any current or former employee of the Applicant (whether brought by such current or former employee or by the union on his or her behalf) as at Filing Date and his or her dependents, heirs, administrators or assigns in respect of non-pension post-employment benefits, including group medical, life and dental benefits, provided by the Applicant to certain former employees and their dependants;

“Pension Claims” means a Claim of any Person in respect of pension, retirement or other benefits in respect of the following retirement plans:

- (i) the U. S. Steel Canada Inc. Retirement Plan for Salaried Employees at Hamilton Works (FSCO Registration No. 0338509);
- (ii) the U. S. Steel Canada Inc. Retirement Plan for Salaried Employees at the Former Welland Pipe Ltd. (FSCO Registration No. 1017185);
- (iii) the U. S. Steel Canada Inc. Retirement Plan for CAW-Canada Local 523 Employees at the Former Stelpipe Ltd. (FSCO Registration No. 1018860);
- (iv) the U. S. Steel Canada Inc. Retirement Plan for Salaried Employees of the Former Stelpipe Ltd. (FSCO Registration No. 1017177);
- (v) the U. S. Steel Canada Inc. Retirement Plan for Employees at the Pickle Line Department of Lake Erie Works (FSCO Registration No. 1206457);
- (vi) the U. S. Steel Canada Inc. Retirement Plan for Salaried Employees at Lake Erie Works (FSCO Registration No. 0698753);
- (vii) the U. S. Steel Canada Inc. Retirement Plan for USW Local 8782 Members at Lake Erie Works (FSCO Registration No. 0698761);
- (viii) the U. S. Steel Canada Inc. Retirement Plan for USW Local 1005 Members at Hamilton Works (FSCO Registration No. 0354878);

GUIDE TO COMPLETING THE PROOF OF CLAIM FORM continued

- (ix) the Stelco Inc. Retirement Plan for Mark C. Steinman (FSCO Registration No. 1056738);
- (x) the Group Retirement Savings Plan of U. S. Steel Canada Inc., sponsored by the Applicant;
- (xi) non-registered supplemental individual "retirement benefit contracts" or "retiring allowances" provided by the Applicant;
- (xii) the Group Retirement Savings Plan for Local 1005 United Steelworkers of America contributed to by the Applicant;
- (xiii) the Group Retirement Savings Plan for Lake Erie Works Local 8782 United Steelworkers of America contributed to by the Applicant; and
- (xiv) the Group Retirement Savings Plan for Pickle Line Local 8782 United Steelworkers of America contributed to by the Applicant.

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH RESPECT TO
U. S. STEEL CANADA INC.

Court File No. CV-14-10695-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE -
COMMERCIAL LIST**

Proceeding commenced at Toronto

CLAIMS PROCESS ORDER

McCarthy Tétrault LLP
Toronto Dominion Bank Tower
Toronto, ON M5K 1E6
Fax: (416) 868-0673

Jamey Gage LSUC#: 346761
Tel: (416) 601-7539
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Lawyers for the Applicant,
U.S. Steel Canada Inc.

13832756