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CAREY, STACEY

From: Greg Rieveley <greg.rieveley@norontresources.com>
Sent: Wednesday, April 15, 2015 5:00 PM
To: nigel.meakin@fticonsulting.com; Carlo De Girolamo - Moelis & Company (carlo.degirolamo@moelis.com); Sylvain.Rigaud@nortonrosefulbright.com
Cc: Alan Coutts; Linda Misetich Dann
Subject: Revised Offer
Attachments: Blackline - Noront-Cliffs Chromite Share Purchase Agreement-#11662125v12....pdf; Noront - Cliffs - Cover Letter - Revised Offer - April 15 2015 (2).pdf

Dear Carlo,

As discussed with Monitor's counsel, attached is our revised proposal with respect to the Share Purchase agreement for which final approvals are still required, we expect to obtain such approvals within the next hour and will confirm to you immediately thereafter.

Greg Rieveley

Greg Rieveley, CPA, CA
Chief Financial Officer



110 Yonge Street, Suite 400, Toronto, ON M5C 1T4

T: 416-367-1444 ext. 117 | D: 416-628-0235 | C: 416-997-9695 | F: 416-367-5444

www.norontresources.com | www.mikawaa.com | www.eaglesnestmine.com

Confidential attachment removed

SHARE PURCHASE AGREEMENT

BY AND AMONG

CLIFFS NETHERLANDS B.V.

AND

CLIFFS GREENE B.V.

AND

CLIFFS QUEBEC IRON MINING ULC

AND

THE ADDITIONAL SELLERS
(as such term is defined herein)

AND

9201955 CANADA INC.

AND

NORONT RESOURCES LTD.

DATED AS OF ~~MARCH 22,~~ APRIL 15, 2015

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EXHIBITS

- Exhibit A – Knowledge of the Purchaser
- Exhibit B – Related-Party Debt
- Exhibit C – Required Consents
- Exhibit D – Purchase Price Allocation
- Exhibit E – Form of Transfer
- Exhibit F – Form of Resignation and Release
- Exhibit G – Form of Approval and Vesting Order
- Exhibit H – Pre-Acquisition Reorganization

SELLERS' DISCLOSURE SCHEDULE

- | | |
|----------------|-------------------------|
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SHARE PURCHASE AGREEMENT

This Share Purchase Agreement is dated April 15, 2015 and amends and restates the share purchase agreement dated as of March 22, 2015, among (i) Cliffs Quebec Iron Mining ULC ("CQIM"), (ii) Cliffs Greene B.V. ("Cliffs Greene"), (iii) Cliffs Netherlands B.V. ("Cliffs Netherlands"), the Additional Sellers (and, together with CQIM, Cliffs Greene and Cliffs Netherlands, the "Sellers"); (iv) 9201955 Canada Inc. (the "Purchaser"), a wholly-owned Subsidiary of the Parent and (v) Noront Resources Ltd. (the "Parent"), a corporation organized under the laws of the Province of Ontario.

WITNESSETH:

WHEREAS, on January 27, 2015 (the "Filing Date"), CQIM, among others, filed with the Court (as defined below) an application for protection under the *Companies' Creditors Arrangement Act* (as in force on the Filing Date, the "CCAA") (the proceedings commenced by such application, the "CCAA Case") and was granted protection under the CCAA pursuant to an order issued by the Court on the same date (as amended, the "Initial Order"), which also appointed FTI Consulting Canada Inc. as "Monitor" in connection with the CCAA Case;

WHEREAS as of the date hereof the capitalization of Cliffs Ontario, Cliffs Far North and RoadCo (as such terms are defined herein) is as set out in Section 4.3(a), Section 4.3(b) and Section 5.3(a) hereof;

WHEREAS at Closing the capitalization of Amalco (as such term is defined herein) will be as set out at Section 4.3(c) and Section 5.3(b).

WHEREAS, the Sellers have agreed to sell and transfer to the Purchaser, and the Purchaser has agreed to purchase from the Sellers, the Purchased Shares (as defined below), upon the terms and conditions set forth hereinafter;

WHEREAS, the Parties (as defined below) acknowledge and agree that the purchase by the Purchaser of the Purchased Shares (as defined below) is being made at arm's length and in good faith and without intent to hinder, delay or defraud creditors of the Sellers and their affiliates; and

NOW, THEREFORE, in consideration of the respective covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby (the sufficiency of which is acknowledged), the Parties agree as follows:

ARTICLE I INTERPRETATION

SECTION 1.1. Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings set forth below:

"Acquisition Proposal" means, at any time, whether or not in writing, any proposal (including any modification or proposed modification of such proposal) with respect to an Alternative Transaction.

"Action" means any litigation, action, suit, charge, binding arbitration, or other legal, administrative or judicial proceeding.

"Additional Sellers" means, collectively: (i) CanCo; (ii) Wabush Resources Inc.; (iii) Cliffs Canadian Shared Services Inc.; and (iv) Cliffs Natural Resources Exploration Canada Inc.

"Additional Shares" has the meaning set forth in Section 4.3(b).

"Affiliate" means, as to any Person, any other Person that directly or indirectly through one or more intermediaries Controls, or is under common Control with, or is Controlled by, such Person.

"Agreement" means this Share Purchase Agreement, the Sellers' Disclosure Schedule and all Exhibits and Schedules attached hereto and thereto and all amendments hereto and thereto made in accordance with Section 12.3.

"Alternative Transaction" means the sale, transfer or other disposition, directly or indirectly, of (a) any portion of the issued and outstanding securities of Cliffs Ontario or Cliffs Far North or Amalco representing 20% or more of the common shares of any of Cliffs Ontario or Cliffs Far North or Amalco then outstanding (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exchangeable or exercisable for common shares), in a transaction or series of transactions with one or more Third Parties; (b) any acquisition by any person or group of persons of any assets of Cliffs Ontario or Cliffs Far North or Amalco individually or in the aggregate constituting 20% or more of the consolidated revenue of CQIM or representing 20% or more of the assets of CQIM, Cliffs Ontario, Cliffs Far North or Amalco taken as a whole (in each case based on the consolidated financial statements of CQIM (or any lease, license, or other arrangement having a similar economic effect), whether in a single transaction or a series of related transactions, in each case, whether by plan of arrangement, amalgamation, merger, consolidation, recapitalization, liquidation, dissolution or other business combination, sale of assets, joint venture, take-over bid, tender offer, share exchange, exchange offer or otherwise, including any single or multi-step transaction or series of transactions, directly or indirectly involving CQIM, Cliffs Ontario, Cliffs Far North or Amalco, and in each case excluding the transactions contemplated by this Agreement.

"Amalco" means the corporation formed as a result of the amalgamation of Cliffs Ontario and Cliffs Far North pursuant to the Pre-Acquisition Reorganization.

"Amalco Common Shares" has the meaning set forth in Section 2.1.1.

"Amalco Preferred Shares" has the meaning set forth in Section 2.1.1.

"Amalco Shares" has the meaning set forth in Section 2.1.1.

"Approval and Vesting Order" has the meaning set forth in Section 6.1(a).

"Big Daddy Chromite Project" means the exploration and development project of the mineral deposit known as "Big Daddy" in Kenora District, Ontario.

"Black Label Chromite Project" means the exploration and development project of the mineral deposit known as "Black Label" in Kenora District, Ontario.

"Black Thor Chromite Project" means the exploration and development project of the mineral deposit known as "Black Thor" in Kenora District, Ontario.

"Business Day" means a day on which the banks are opened for business (Saturdays, Sundays, statutory and civic holidays excluded) in (i) Cleveland, Ohio, (ii) Montreal, Quebec and (iii) Toronto, Ontario.

"CanCo" means an unlimited liability company to be incorporated under the laws of a Province of Canada as part of the Pre-Acquisition Reorganization in accordance with Section 6.4(b) and Exhibit H.

"CCAA" has the meaning set forth in the recitals to this Agreement.

"CCAA Case" has the meaning set forth in the recitals to this Agreement.

"Cliffs Far North" means Cliffs Chromite Far North Inc., a corporation governed by the *Canada Business Corporations Act*.

"Cliffs Far North Shares" has the meaning set forth in Section 4.3(b).

"Cliffs Greene" has the meaning set forth in the opening paragraph of this Agreement.

"Cliffs Netherlands" has the meaning set forth in the opening paragraph of this Agreement.

"Cliffs Ontario" means Cliffs Chromite Ontario Inc., a corporation governed by the *Canada Business Corporations Act*.

"Cliffs Ontario Shares" has the meaning set forth in Section 4.3(a).

"Closing" has the meaning set forth in Section 2.3.1.

"Closing Date" has the meaning set forth in Section 2.3.1.

"Conditions Certificates" has the meaning set forth in 2.3.4.

"Consent" means any approval, authorization, consent, order, license, permission, permit, qualification, exemption, revocation or waiver by any Government Entity or other Third Party, but shall not include any consent that is rendered unnecessary by operation of the CCAA.

"Contract" means any written binding contract, agreement, instrument, lease, ground lease or commitment.

"Control", including, with its correlative meanings, "Controlled by" and "under common Control with", means, in connection with a given Person, the possession, directly or indirectly, of the power to either (i) elect more than fifty percent (50%) of the directors of such

Person or (ii) direct or cause the direction of the management and policies of such Person, whether through the ownership of securities, contract or otherwise.

"**Court**" means the Quebec Superior Court (Commercial Division), District of Montreal.

"**CQIM**" has the meaning set forth in the opening paragraph of this Agreement.

"**Data Room**" means the electronic document repository operated by "Smart Room" by SmartCloud, L.L.C. known and labeled as "**Project Johnny**" and the folder entitled "Non-Chromite Lands and Royalties in Canada" contained in the electronic document repository operated by "Smart Room" by SmartCloud, L.L.C. known and labeled as "**Project Tamales**".

"**Debt**" means any or all indebtedness or other obligation of the Targets (which, for the purposes of this definition, shall include Cliffs Far North and Cliffs Ontario) to repay borrowed money, or other interest-bearing obligations, plus any accrued interest owing thereon, after subtracting on any applicable date of measurement the Targets' cash balances on the date thereof, including: (a) any obligations in respect of borrowed money including any obligation evidenced by a note, bond, debenture, mortgage or similar document; and (b) any obligations arising in connection with an acceptance facility, letter of credit or guarantee issued for the account of the Targets.

"**Debut**" has the meaning set forth in Section 2.1.1.

"**Debut Shares**" has the meaning set forth in Section 2.1.1.

"**Deposit**" has the meaning set forth in Section 2.2.2(a).

"**Drop Dead Date**" means the date that is 60 days from the date hereof ~~Original Agreement Date~~, which date shall automatically be extended for a further 30 days in the event that the Approval and Vesting Order is not issued by the date that is 60 days from the date hereof Original Agreement Date.

"**Environment**" means the natural environment (including soil, land surface or subsurface strata, surface water, groundwater, sediment, ambient air (including all layers of the atmosphere), organic and inorganic matter and living organisms, and any other environmental medium or natural resource).

"**Environmental Approvals**" means all Permits or other authorizations issued or required by any Government Entity pursuant to any Environmental Law.

"**Environmental Laws**" means Laws aimed at or relating to reclamation or restoration of property; abatement of pollution; protection of the Environment; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, treatment, storage, disposal or control of, or exposure to, Hazardous Substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Substances, including to ambient air, surface water or groundwater; and all other Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or

industrial, toxic or hazardous substances or wastes or otherwise protecting human health and safety or the Environment.

~~"Expense Reimbursement" has the meaning set forth in Section 10.2(a).~~

"Filing Date" has the meaning set forth in the recitals to this Agreement.

"GAAP" means accounting principles generally accepted in Canada applicable to public companies at the relevant time and which incorporates International Financial Reporting Standards as adopted by the Canadian Accounting Standards Board.

"Government Entity" means any Canadian, United States, Dutch, foreign, domestic, federal, territorial, provincial, state, municipal or local governmental authority, quasi-governmental authority, instrumentality, court, government or self-regulatory organization, commission, tribunal or organization or any regulatory, administrative or other agency, or any political or other subdivision, department or branch of any of the foregoing.

"Guarantee" has the meaning set forth in Section 12.14(b).

"Guaranteed Obligations" has the meaning set forth in Section 12.14(a).

"Hazardous Substances" means any waste or other substance that is prohibited, listed, defined, designated or classified as dangerous, hazardous, radioactive, corrosive, explosive, infectious, carcinogenic, mutation or toxic or a pollutant or a contaminant under or pursuant to, or that would result in liability under, any applicable Environmental Laws including petroleum and all derivatives thereof or synthetic substitutes therefor, hydrogen sulphide, arsenic, cadmium, lead, mercury, polychlorinated biphenyls ("PCBs"), PCB-containing equipment and material, mould, asbestos, asbestos-containing material, urea-formaldehyde, urea-formaldehyde-containing material and any other material or substance that may impair the Environment, the health of any individual, property or plant or animal life.

"Initial Order" has the meaning set forth in the recitals to this Agreement.

"Judgment" means any judgment, writ, order, injunction, award, or decree of any court, judge, justice, magistrate or arbitrator, including the Court or any other bankruptcy court or judge, and any order of or by any Governmental Entity.

"Knowledge" or "aware of" or "notice of" or a similar phrase shall mean, with reference to the Sellers, the actual knowledge, without due inquiry, of those Persons listed on Section 1.1(A) of the Sellers' Disclosure Schedule and, with reference to the Purchaser, the actual knowledge, without due inquiry, of those Persons listed on Exhibit A hereto.

"KWG" has the meaning set forth in Section 2.1.1.

"KWG Shares" has the meaning set forth in Section 2.1.1.

"Law" means any Canadian, United States, Dutch, foreign, domestic, federal, territorial, state, provincial, local or municipal statute, law, common law, ordinance, rule,

regulation, order, writ, injunction, directive, judgment, decree or policy or guideline having the force of law.

"Liabilities" means debts, liabilities, commitments and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or undeterminable, including those arising under any Law or Action and those arising under any contract, agreement, arrangement, commitment or undertaking or otherwise, including any Tax liability or tort liability.

"Lien" means any lien (statutory or otherwise), mortgage, pledge, security interest, charge, hypothecation, encumbrance, easement, encroachment, right-of-way, right of first offer, right of first refusal, restrictive covenant on real property, real property license, lease, lien or similar charge of any kind (including any conditional sale arrangement or other title retention agreement).

"Litigation" means any claim, action, suit, proceeding, arbitration, investigation, hearing or procedure that could result in a Judgment.

"Loan Documentation" has the meaning set forth in Section 6.13.

"Material Adverse Effect" means in respect of the Targets, any change, effect, event or occurrence that is material and adverse to the business, Property, assets, liabilities, obligations, capitalization or condition (financial or otherwise), taken as a whole, except any change, effect, event or occurrence resulting from or relating to:

- (a) the announcement or pendency of this Agreement or the transactions contemplated by this Agreement, or otherwise contemplated by or resulting from the terms of this Agreement;
- (b) changes in general economic, securities, financial, banking or currency exchange markets;
- (c) changes in political or civil conditions in any jurisdiction in which operations are conducted;
- (d) any generally applicable changes in applicable Laws or regulations, changes in GAAP or other applicable accounting standards; and
- (e) any financial write-down in the value of the Property or impairment charge in respect of the assets of the Targets or the Purchased Shares as required by GAAP or other applicable accounting standards;

with respect to (b) through (d), to the extent that such changes do not disproportionately affect the Targets and such entities' Subsidiaries, taken as a whole, relative to comparable companies in the mining business.

"Monitor" means FTI Consulting Canada Inc., in its capacity as the Court-appointed Monitor in connection with the CCAA Case.

"Monitor's Certificate" means a certificate of the Monitor in substantially the form of the certificate attached to the Approval and Vesting Order.

"Non-Disclosure Agreement" means the confidentiality agreement dated October 22, 2014 among the Parent and Cliffs Natural Resources Inc.

"Non-Filing Sellers" means Cliffs Netherlands, Cliffs Greene and the Additional Sellers, and **"Non-Filing Seller"** means any one of them.

~~**"Offeror"** has the meaning set forth in Section 7.1(d).~~

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, other Government Entity, or by any arbitrator.

"Original Agreement Date" means March 22, 2015.

"Outside Date" means the date that is seven (7) Business Days following the date upon which the Approval and Vesting Order is issued (as such may be extended by mutual agreement of the Parties).

"Parent" has the meaning set forth in the opening paragraph of this Agreement.

"Party" or **"Parties"** means individually or collectively, as the case may be, the Sellers, the Purchaser and the Parent.

"Permitted Encumbrances" means (i) Liens imposed by any Court in connection with the CCAA Case that are vested out at Closing pursuant to the terms of the Approval and Vesting Order; and (ii) the Liens listed in Section 1.1(B) of the Sellers' Disclosure Schedule.

"Permits" means any lease, license, permit, certificate, consent, order, grant, approval, classification, registration or other authorization of or from any Government Entity including those issued or granted in connection with or used in connection with the Targets' operations.

"Person" means an individual, a partnership, a corporation, an association, a limited or unlimited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization or other legal entity or Government Entity.

"Post-Closing Taxable Period" means any taxable period or portion thereof that is not a Pre-Closing Taxable Period.

"Pre-Closing Taxable Period" means any taxable period or portion thereof ending prior to the acquisition of control (within the meaning of the Tax Act) of Amalco by the Purchaser on the Closing Date.

"Pre-Acquisition Reorganization" means the matters and transactions set out in Exhibit H hereto, subject to any amendment thereto in accordance with Section 12.7 and as may be approved by the Monitor.

"Property" means all property and assets of any kind, whether real or personal, tangible or intangible held by Cliffs Ontario, Cliffs Far North and RoadCo, including any and all owned or leased mining interests, including but not limited to the interests in the Black Thor Chromite Project, the Big Daddy Chromite Project and the Black Label Chromite Project located in the James Bay Lowlands, mineral claims, mining licenses, exploration, exploitation or otherwise and similar rights in real property, third party royalties, joint venture interests, Permits, leasehold interests, other mineral tenure, equipment, plants, building and other structures and fixtures and all associated technical data.

"Purchase Price" has the meaning set forth in Section 2.2.1.

"Purchased Shares" has the meaning set forth in Section 2.1.1.

"Purchaser" has the meaning set forth in the opening paragraph to this Agreement.

"Related-Party Debt" means (a) all of the Debt owed by any of the Targets (which, for the purposes of this definition, shall include Cliffs Far North and Cliffs Ontario) to any Affiliate of a Target, and (b) all of the Debt owed by any Seller or any Affiliate of a Seller (other than the Targets) to a Target, all as listed on Exhibit B (such list including the principal amount outstanding, the applicable interest rate, if any, the name of the debtor, the name of the creditor, the amount of principal and accrued and unpaid interest outstanding).

"Reorganization Documents" has the meaning set forth in Section 6.4(a).

"Required Consents" means the approvals, consents, waivers, orders and/or exemptions, as applicable, listed in Exhibit C.

"RoadCo" has the meaning set forth in Section 2.1.1.

"RoadCo Shares" has the meaning set forth in Section 2.1.1.

"Sellers" has the meaning set forth in the opening paragraph to this Agreement.

"Sellers' Disclosure Schedule" means the disclosure schedule appended hereto and delivered by the Sellers to the Purchaser on the date hereof.

"Subsidiary" of any Person means any Person Controlled by such first Person.

"Superior Proposal" means a bona fide written Acquisition Proposal made by a Third Party or Third Parties acting jointly (other than the Purchaser, Parent or their Affiliates) and which or in respect of which the Sellers have determined in good faith, after consultation with their financial advisors, outside legal counsel and the Monitor: (i) would, taking into account all of the terms and conditions of such Acquisition Proposal, and if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction which is more favourable to the Sellers (taking into account the proposed purchase price and the other material terms and conditions) than the transactions contemplated by this Agreement; and (ii) is reasonably capable of being completed in accordance with its terms, without undue delay, taking into account all legal, financial, regulatory and other aspects of such Acquisition Proposal and the Person or Persons making such Acquisition Proposal.

"Targets" has the meaning set forth in Section 2.1.1.

"Tax" means: (a) any domestic or foreign federal, state, local, provincial, territorial or municipal taxes or other impositions by or on behalf of a Tax Authority or Government Entity, including the following taxes and impositions: net income, gross income, individual income, capital, value added, goods and services, harmonized sales, gross receipts, sales, use, *ad valorem*, business rates, transfer, franchise, profits, business, environmental, real property, personal property, service, service use, withholding, payroll, employment, unemployment, severance, occupation, social security, excise, stamp, stamp duty reserve, customs, and all other taxes, fees, duties, assessments, deductions, withholdings or charges of the same or of a similar nature, however denominated, together with any interest, fines and penalties, additions to tax or additional amounts imposed or assessed with respect thereto whether or not disputed, and (b) any obligation to pay any amounts set forth in clause (a) with respect to another Person, whether by contract, as a result of transferee or successor liability, as a result of being a member of an affiliated, consolidated, combined or unitary group or otherwise for any period.

"Tax Act" means the *Income Tax Act* (Canada).

"Tax Authority" means any local, municipal, governmental, state, provincial, territorial, federal, including any Canadian, United States or Dutch fiscal, customs or excise authority, body or officials (or any entity or individual acting on behalf of such authority, body or officials) anywhere in the world with responsibility for, and competent to impose, collect or administer, any form of Tax.

"Tax Returns" means all returns, reports (including any amendments, elections, declarations, disclosures, claims for refunds, schedules, estimates and information returns) and other information filed or required to be filed with any Tax Authority relating to Taxes.

"Third Party" or "Third Parties" means any Person that is not a Party or an Affiliate of a Party.

"Transaction Documents" means this Agreement and all ancillary agreements entered into, or documents, certificates or instruments executed and delivered by, any Party pursuant to this Agreement and in accordance with its terms.

SECTION 1.2. Interpretation.

1.2.1 Gender and Number. Any reference in this Agreement to gender includes all genders and words importing the singular include the plural and vice versa.

1.2.2 Certain Phrases and Calculation of Time. In this Agreement (i) the words "including" and "includes" mean "including (or includes) without limitation", (ii) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Schedule references are to the Articles, Sections, paragraphs, Exhibits and Schedules to this Agreement unless otherwise specified, (iii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "from" means "from but excluding" and the words "to" and "until" each mean "to and including", and (iv) the words "date hereof" or "date of this Agreement" shall mean

this ~~22nd~~^{15th} day of ~~March~~^{April}, 2015. If the last day of any such period is not a Business Day, such period will end on the next Business Day. When calculating the period of time "within" which, "prior to" or "following" which any act or event is required or permitted to be done, notice given or steps taken, the date which is the reference date in calculating such period is excluded from the calculation. If the last day of any such period is not a Business Day, such period will end on the next Business Day.

1.2.3 Headings, etc. The inclusion of a table of contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect or be used in the construction or interpretation of this Agreement.

1.2.4 Currency and Calculations. All monetary amounts in this Agreement, unless otherwise specifically indicated, are stated in United States currency.

1.2.5 Statutory References. Unless otherwise specifically indicated, any reference to a statute in this Agreement refers to that statute and to the regulations made under that statute, each as amended and in force from time to time.

ARTICLE II PURCHASE AND SALE OF PURCHASED SHARES

SECTION 2.1. Purchase and Sale.

2.1.1 Purchase. Subject to the terms and conditions of this Agreement, at the Closing, the Purchaser shall purchase from the relevant Seller, and each Seller shall sell, convey, transfer, assign and deliver to the Purchaser all of its right, title and interest in the following securities (the "**Purchased Shares**"): (a) all of the issued and outstanding common shares of Amalco (the "**Amalco Common Shares**"); (b) all of the issued and outstanding preferred shares of Amalco held by CQIM and the Additional Sellers (the "**Amalco Preferred Shares**", and together with the Amalco Common Shares, the "**Amalco Shares**"), (c) all of the issued and outstanding shares of 2274659 Ontario Inc. ("**RoadCo**", and together with Amalco, the "**Targets**") held by Cliffs Netherlands (the "**RoadCo Shares**"); (d) all of the issued and outstanding shares of KWG Resources Inc. (the "**KWG**") held by Cliffs Greene (the "**KWG Shares**"); and (e) all of the issued and outstanding shares of Debut Diamonds Inc. ("**Debut**") held by Cliffs Greene (the "**Debut Shares**"), in each case, free and clear of all Liens.

SECTION 2.2. Purchase Price.

2.2.1 Purchase Price. Pursuant to the terms and subject to the conditions set forth in this Agreement, in consideration of the sale of the Purchased Shares pursuant to the terms hereof, the Purchaser shall pay to the Sellers an aggregate amount of cash equal to [REDACTED] (the "**Purchase Price**"). The payment of the Purchase Price shall be made to each Seller in accordance with Section 2.3.3 and in proportion with the purchase price allocation referred to in Section 2.2.3 below except that the proportion of the Purchase Price payable to CQIM shall be paid to the Monitor.

2.2.2 Deposit.

(a) Immediately upon executing this Agreement, the Purchaser will deliver to the Monitor cash in the amount of Two Hundred Thousand Dollars (\$200,000) (the "**Deposit**") to serve as earnest money under this Agreement, which Deposit shall be held by the Monitor in an interest-bearing account with a Canadian chartered bank and dealt with in accordance with the terms of this Agreement.

(b) The Deposit shall be applied or disbursed as the case may be in the following fashion:

(i) if the Closing occurs, the Deposit, together with any interest accrued thereon, shall be applied to the Purchase Price to be paid by the Purchaser pursuant to 2.2.1;

(ii) if this Agreement is terminated by the Sellers pursuant to Section 10.1(e)(iii) or Section 10.1(e)(iii) (including if the Purchaser fails to effect the Closing due to the non-satisfaction of the condition precedent set forth in Section 9.3(e)) the Deposit, together with any interest accrued thereon, shall be forfeited by the Purchaser and retained by the Monitor on behalf of the Sellers; or

(iii) if this Agreement (A) is terminated by the mutual written consent of the Parties pursuant to Section 10.1(a), (B) is terminated by the Purchaser or the Parent, on the one hand, or by the Sellers on the other hand, pursuant to Section 10.1(b), (C) is terminated by the Purchaser or Parent, on the one hand, or by the Sellers on the other hand, pursuant to Section 10.1(c), or (D) is terminated by the Purchaser or Parent pursuant to Section 10.1(d), ~~or (E) is terminated by the Sellers pursuant to Section 10.1(e)(i)~~, the Deposit, together with any interest accrued thereon, shall be returned to the Purchaser.

2.2.3 Purchase Price Allocation. The Purchase Price shall be allocated among the Sellers (and among the Purchased Shares being sold by each Seller) in the manner set forth in Exhibit D hereto. The Purchaser and the Sellers shall report an allocation of the Purchase Price among the Sellers (and among the Purchased Shares being sold by each Seller) in a manner entirely consistent with Exhibit D and shall not take any position inconsistent therewith in the preparation of financial statements, the filing of any Tax Returns or in the course of any audit by any Government Entity or Tax Authority or any review or proceeding relating to any Tax Returns.

SECTION 2.3. Closing.

2.3.1 Closing Date. Subject to Section 10.1 and the completion of the matters provided for in Section 2.3.2, the completion of the purchase and sale of the Purchased Shares (the "**Closing**") shall take place at the offices of Bennett Jones LLP in Toronto, Ontario commencing at 12:02 am (Toronto time) on the date which is one (1) Business Day after the day upon which the last of the conditions set forth under Article IX (other than conditions to be satisfied at the Closing, including for greater certainty the amalgamation contemplated in Section 2.3.2(c), but subject to the waiver or fulfillment of those conditions) have been satisfied or, if permissible, waived by the Sellers and/or the Purchaser and Parent (as applicable), or on such other date and time or at such

other place as may be mutually agreed upon in writing by the Purchaser, Parent and the Sellers (the day on which the Closing takes place being the "**Closing Date**").

Upon occurrence of the Closing, simultaneously with the deliveries by the Purchaser described in Section 2.3.3, legal title, equitable title and risk of loss with respect to the Purchased Shares will thereupon transfer to the Purchaser.

2.3.2 Pre-Acquisition Reorganization and Settlement of Inter-Company Debts.

(a) Not less than two (2) Business Days prior to the Closing Date, the Sellers will, and will cause the Targets, Cliffs Far North and Cliffs Ontario to, effect that portion of the Pre-Acquisition Reorganization as set out in Section 1 of Exhibit H.

(b) Not later than 11:59 p.m. on the day immediately prior to the Closing Date, the Sellers will, and will cause the Targets, Cliffs Far North and Cliffs Ontario to, effect that portion of the Pre-Acquisition Reorganization as set out in Section 2 of Exhibit H.

(c) At 12:01 a.m. on the Closing Date, the Sellers will, and will cause the Targets, Cliffs Far North and Cliffs Ontario to, effect that portion of the Pre-Acquisition Reorganization as set out in Section 3 of Exhibit H.

(d) The Parties hereby acknowledge and agree that notwithstanding Section 2.3.1, prior to effecting the matters contemplated in Section 2.3.2(b) and Section 2.3.2(c), they shall have deposited all documents to be delivered at Closing in escrow.

2.3.3 Closing Actions and Deliveries.

(a) At the Closing the Purchaser shall deliver to or as directed by the Sellers an amount equal to the Purchase Price, less the Deposit (and any interest thereon) in accordance with Section 2.2.2(b)(i), by wire transfer in immediately available funds to an account or accounts designated at least three (3) Business Days prior to the Closing Date by the Sellers and the Monitor in a written notice to the Purchaser, together with a copy of the bring-down and officer's certificates required to be delivered pursuant to Section 9.2(c) and Section 9.2(d);

(b) At the Closing the Sellers, Purchaser and Parent shall cause the Monitor to deliver to or as directed by the Sellers the Deposit (together with any interest accrued thereon), but excluding any portion thereof attributable to CQIM, by wire transfer in immediately available funds to an account or accounts designated at least three (3) Business Days prior to the Closing Date by the Sellers in a written notice to the Purchaser;

(c) At the Closing the Sellers shall deliver, or cause to be delivered, to the Purchaser:

(i) certificates representing the Purchased Shares;

(ii) a transfer of the Purchased Shares, in the form of Exhibit E duly executed by the applicable Seller;

(iii) a copy of the Approval and Vesting Order;

(iv) the bring-down certificates required to be delivered pursuant to Section 9.3(i);

(v) the officer's certificates required to be delivered pursuant to Section 9.3(j);

(vi) the written resignation of all the officers and directors of the Targets together with a release and discharge in the form of Exhibit F;

(vii) an opening balance sheet for Amalco, which opening balance sheet shall, for greater certainty, demonstrate to the reasonable satisfaction of the Purchaser and Parent that the covenant of the Sellers set out in Section 6.5 has been fulfilled; and

(viii) all minute books and share ledgers of the Targets, Cliffs Far North and Cliffs Ontario to the extent in the possession of or reasonably available to Sellers.

(d) Within a reasonable time following the Closing Date, but in any event no later than 90 days following the Closing Date, the Sellers shall deliver, or cause to be delivered to the Purchaser, the accounting, Tax and corporate records of the Targets, Cliffs Far North and Cliffs Ontario to the extent in the possession of or reasonably available to the Sellers.

2.3.4 Monitor's Certificate. When the conditions set out in Section 9.1, Section 9.2 and Section 9.3, with the exception of the delivery and execution of the Monitor's Certificate, have been satisfied and/or waived by the Sellers or the Purchaser, as applicable, the Sellers and the Purchaser will each deliver to the Monitor written confirmation that such conditions, as applicable, have been satisfied and/or waived (the "**Conditions Certificates**"). Upon receipt of each of the Conditions Certificates, the Monitor shall (i) issue forthwith its Monitor's Certificate concurrently to the Sellers and the Purchaser, at which time the Closing will be deemed to have occurred; and (ii) file as soon as practicable a copy of the Monitor's Certificate with the Court (and shall provide a true copy of such filed certificate to the Sellers and the Purchaser), in each case relying exclusively on the basis of the Conditions Certificates and without any obligation whatsoever to verify the satisfaction or waiver of the applicable conditions.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF PARENT AND PURCHASER

The Purchaser and Parent hereby jointly and severally represent and warrant to the Sellers as follows:

SECTION 3.1. Organization and Corporate Power.

(a) The Purchaser is a corporation duly organized and validly existing and in good standing under the Laws of Canada. The Parent is a corporation duly organized and validly existing and in good standing under the Laws of the Province of Ontario. The Purchaser and Parent have all requisite power and authority to enter into, deliver and perform their obligations pursuant to this Agreement and any Transaction Documents to which they are or will become a party.

(b) The Purchaser and Parent are qualified to do business as contemplated by this Agreement and the other Transaction Documents to which they are or will become a party and to own or lease and operate its properties and assets, including, following the Closing, the Purchased Shares, except to the extent that the failure to be so qualified would not, individually or in the aggregate, materially hinder, delay or impair the Purchaser's or Parent's ability to carry out their obligations under, and to consummate the transactions contemplated by, this Agreement.

SECTION 3.2. Authorization; Binding Effect; No Breach.

(a) The execution, delivery and performance of each Transaction Document to which the Purchaser or Parent is, or at the Closing Date will be, a party have been duly authorized by the Purchaser and Parent, as applicable. Assuming due authorization, execution and delivery by the relevant Sellers, each Transaction Document to which the Purchaser or Parent is, or at the Closing Date will be, a party constitutes, or upon execution thereof will constitute, a valid and binding obligation of the Purchaser or Parent, as applicable, enforceable against the Purchaser or Parent, as applicable, in accordance with its respective terms.

(b) The execution, delivery and performance by the Purchaser or Parent of the Transaction Documents to which the Purchaser or Parent is, or on the Closing Date will be, a party do not and will not conflict with or result in a breach of the terms, conditions or provisions of, constitute a default under, result in a violation of, or require any Consent of any Person or other action by or declaration or notice to any Government Entity pursuant to (i) the articles, charter or by-laws (or similar governing document) of the Purchaser or Parent; (ii) other than as set forth in Exhibit C, any Contract or other document to which the Purchaser or Parent, as applicable, is a party or to which any of the Purchaser's or Parent's assets is subject; or (iii) any Laws to which the Purchaser or Parent or the Purchaser's assets or Parent's assets, as applicable, is subject; except, in the case of clauses (ii) and (iii) of this sentence, for such defaults, violations, actions and notifications that would not, individually or in the aggregate, materially hinder, delay or impair the Purchaser's or Parent's ability to carry out their obligations under, and to consummate the transactions contemplated by, this Agreement.

SECTION 3.3. Purchaser's Acknowledgments; Exclusivity of Representations and Warranties; As-Is, Where Is. The Purchaser and the Parent acknowledge and agree that except for the representations and warranties expressly set forth in Article IV and Article V, neither the Purchaser nor the Parent has relied on, and each hereby specifically disclaims, any representation or warranty from the Monitor, the Sellers or any Affiliate of any Seller, any employee, officer, director, accountant, financial, legal or other representative of the Sellers in determining whether to enter into this Agreement. The Parties agree that, except as specifically set forth in this Agreement (including the representations and warranties contained herein) and except in the case of fraud on the part of the Sellers: (i) no Seller has made or shall have Liability for any representation or warranty, express or implied, in connection with the transactions contemplated hereby including without limitation any implied representation or warranty as to the accuracy or completeness of any information regarding the Targets, KWG, Debut, their respective Subsidiaries, their respective businesses and any of the Property; (ii) the Purchaser and the Parent acknowledge and agree that the Purchaser has the experience and knowledge to evaluate the operations, financial condition, assets and Liabilities of the Targets, KWG, Debut, their respective Subsidiaries and their respective businesses, and have conducted and relied on their own independent review and investigation thereof; (iii) no representation or warranty is made by a

Seller hereunder or the Monitor regarding the quality, accuracy, or content of documents contained in the Data Room established by the Sellers for the purposes of the transactions contemplated hereby; and (iii) the Purchaser and the Parent acknowledge and agree that recourse for the Purchaser and the Parent shall be limited to the express provisions of this Agreement. Furthermore, it is expressly understood, acknowledged and agreed that, except in the case of fraud on the part of the Sellers, the Purchaser and the Parent accept the condition of the Targets, KWG, Debut, their respective Subsidiaries, their respective businesses and all of the Property without any representation, warranty or guarantee, express or implied, as to merchantability, fitness for a particular purpose or otherwise as to the condition (environmental or otherwise), size, extent, quantity, type or value, or of any related asset or property (or the probable success or profitability of such businesses), or the ability of the Purchaser to bring such businesses into operation or to make sales of products produced using the assets of such businesses, except as is otherwise expressly provided for in this Agreement. Without limitation to anything else contained herein, no representation, warranty or covenant is given by any Seller or the Monitor that the Big Daddy Chromite Project, the Black Thor Chromite Project, the Black Label Chromite Project or the assets of the Targets, KWG, Debut and their respective Subsidiaries are or can be commercialized, developed or made operational within a specified time frame or will achieve any particular level of production capacity or actual production if commercialized, developed or made operational.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF CQIM

Except as set forth in the applicable sections of the Sellers' Disclosure Schedule, CQIM represents and warrants to the Purchaser as follows:

SECTION 4.1. Organization and Corporate Power. CQIM is duly organized and validly existing under the Laws of the jurisdiction in which it is organized. Subject to entry of the Approval and Vesting Order, CQIM has the requisite corporate power and authority to enter into, deliver and perform its obligations pursuant to this Agreement and each of the Transaction Documents to which it is or will become a party.

SECTION 4.2. Authorization; Binding Effect; No Breach. Subject to the receipt of the Approval and Vesting Order, the execution, delivery and performance by CQIM of this Agreement and each of the Transaction Documents to which CQIM is, or at the Closing will be, a party has been duly authorized by CQIM. Subject to receipt of the Approval and Vesting Order, and assuming due authorization, execution and delivery by the Purchaser, the Transaction Documents to which CQIM is or will be a party, will constitute a legal, valid and binding obligation of CQIM, enforceable against it in accordance with its terms.

SECTION 4.3. Capitalization. -

(a) The authorized capital of Cliffs Ontario consists of an unlimited number of common shares, no par value, of which 12,381,587 common shares are issued and outstanding as fully paid and non-assessable shares, and held beneficially and of record by CQIM (the "**Cliffs Ontario Shares**"), free and clear of any Liens or restrictions on transfer (other than restrictions under applicable securities law and under the constating documents of Cliffs Ontario), other than Permitted Encumbrances. Except for the Cliffs Ontario Shares, there are not outstanding any equity securities of Cliffs Ontario, or any options, warrants, subscriptions or other rights of any

Person to acquire, or any instruments that are convertible into, any equity interests of Cliffs Ontario or Contracts or understandings of any kind relating to the issuance, transfer, repurchase, redemption, reacquisition or voting of any equity securities of, or equity interests in, Cliffs Ontario.

(b) The authorized capital of Cliffs Far North consists of: (i) an unlimited number of common shares, no par value, of which 125,343,135.28 common shares are issued and outstanding as fully paid and non-assessable shares, one such common share being held beneficially and of record by Cliffs Ontario and 125,343,134.28 such common shares being held beneficially and of record by CQIM (such common shares held by CQIM, the "**Cliffs Far North Shares**"), in each case free and clear of any Liens or restrictions on transfer (other than restrictions under applicable securities law and under the constating documents of Cliffs Far North), other than Permitted Encumbrances, (ii) an unlimited number of Class A redeemable preferred shares, no par value, of which no Class A redeemable preferred shares are issued or outstanding as fully paid and non-assessable shares, and (iii) an unlimited number of Class B preferred shares, no par value, of which 4,929,119 Class B preferred shares are issued and outstanding as fully paid and non-assessable shares, each of the foregoing held beneficially and of record by Cliffs Ontario, free and clear of any Liens or restrictions on transfer (other than restrictions under applicable securities law and under the constating documents of Cliffs Far North), other than Permitted Encumbrances. Except for the one common share and 4,929,119 Class B preferred shares of Cliffs Far North held by Cliffs Ontario (collectively, the "**Additional Shares**") and the Cliffs Far North Shares, there are not outstanding any equity securities of Cliffs Far North, or any options, warrants, subscriptions or other rights of any Person to acquire, or any instruments that are convertible into, any equity interests of Cliffs Far North or Contracts or understandings of any kind relating to the issuance, transfer, repurchase, redemption, reacquisition or voting of any equity securities of, or equity interests in, Cliffs Far North.

(c) The authorized capital of Amalco will consist of an unlimited number of common shares, no par value, and such number of preferred shares as may be required to be issued pursuant to the Pre-Acquisition Reorganization. Such Amalco Common Shares and Amalco Preferred Shares will be held beneficially and of record by those Sellers referenced at Exhibit H hereto, in each case free and clear of any Liens or restrictions on transfer (other than restrictions under applicable securities law and under the constating documents of Amalco), other than Permitted Encumbrances. Except for the aforementioned Amalco Common Shares and Amalco Preferred Shares that will, as of the Closing Date, be held by the Sellers referred to at Exhibit H, there will not be outstanding any equity securities of Amalco, or any options, warrants, subscriptions or other rights of any Person to acquire, or any instruments that are convertible into, any equity interests of Amalco, or Contracts or understandings of any kind relating to the issuance, transfer, repurchase, redemption, reacquisition or voting of any equity securities of, or equity interests in, Amalco.

SECTION 4.4. Tax Matters. CQIM is not a non-resident of Canada for purposes of section 116 of the Tax Act.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF THE NON-FILING SELLERS

Except as set forth in the applicable sections of the Sellers' Disclosure Schedule, each of the Non-Filing Sellers jointly and severally represents and warrants to the Purchaser as follows:

SECTION 5.1. Organization and Corporate Power.

(a) Each of the Non-Filing Sellers is duly incorporated and validly existing under the Laws of the jurisdiction in which it is organized. Each of the Non-Filing Sellers has the requisite corporate power and authority to enter into, deliver and perform its obligations pursuant to this Agreement and each of the Transaction Documents to which it is or will become a party.

(b) Each of the Non-Filing Sellers is qualified to do business and to own, lease or otherwise hold its Properties and assets, including the applicable Purchased Shares, and to conduct its business as presently conducted, as applicable in each jurisdiction in which its ownership of its property or conduct of the business of the applicable Targets requires it to so qualify, except for jurisdictions where the failure to be so qualified does not have, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

SECTION 5.2. Authorization; Binding Effect; No Breach.

(a) The execution, delivery and performance by the Non-Filing Sellers of this Agreement and each of the Transaction Documents to which such Non-Filing Seller is, or at the Closing will be, a party has been duly authorized by such Non-Filing Seller. Assuming due authorization, execution and delivery by the Purchaser, the Transaction Documents to which any Non-Filing Seller is or will be a party, will constitute a legal, valid and binding obligation of such Non-Filing Seller, enforceable against it in accordance with its terms.

(b) The execution, delivery and performance by each Non-Filing Seller of this Agreement and each of the Transaction Documents to which such Non-Filing Seller is or will be a party do not and will not conflict with or result in, with or without the giving of notice or lapse of time or both, a breach of the terms, conditions or provisions of, constitute a default under, or result in a violation of, (i) the articles, charter or by-laws (or similar governing document) of the relevant Non-Filing Sellers or any resolution adopted by the board of directors, shareholders, members or general partners (as applicable) of any of the Non-Filing Sellers and not rescinded or superseded prior to the date hereof; or (ii) any order of any Government Entity applicable to any Non-Filing Seller or by which any of their respective Properties or assets are bound.

SECTION 5.3. Capitalization.

(a) The authorized capital of RoadCo consists of an unlimited number of common shares, no par value, of which one common share is issued and outstanding as a fully paid and non-assessable share, and held beneficially and of record by Cliffs Netherlands, free and clear of any Liens or restrictions on transfer (other than restrictions under applicable securities Laws), other than Permitted Encumbrances. Except for the common share of RoadCo forming part of the Purchased Shares, there are not outstanding any equity securities of RoadCo, or any options, warrants, subscriptions or other rights of any Person to acquire, or any instruments that are

convertible into, any equity interests of RoadCo or Contracts or understandings of any kind relating to the issuance, transfer, repurchase, redemption, reacquisition or voting of any equity securities of, or equity interests in, RoadCo.

(b) The authorized capital of Amalco will consist of an unlimited number of common shares, no par value, and such number of preferred shares as may be required to be issued pursuant to the Pre-Acquisition Reorganization. Such Amalco Common Shares and Amalco Preferred Shares will be held beneficially and of record by those Sellers referenced at Exhibit H hereto, in each case free and clear of any Liens or restrictions on transfer (other than restrictions under applicable securities law and under the constating documents of Amalco), other than Permitted Encumbrances. Except for the aforementioned Amalco Common Shares and Amalco Preferred Shares that will, as of the Closing Date, be held by the Sellers referred to at Exhibit H, there will not be outstanding any equity securities of Amalco, or any options, warrants, subscriptions or other rights of any Person to acquire, or any instruments that are convertible into, any equity interests of Amalco, or Contracts or understandings of any kind relating to the issuance, transfer, repurchase, redemption, reacquisition or voting of any equity securities of, or equity interests in, Amalco.

(c) The KWG Shares and the Debut Shares, respectively, are held beneficially and of record by Cliffs Greene, free and clear of any Liens or restrictions on transfer, other than Permitted Encumbrances.

SECTION 5.4. Tax Matters.

(a) The KWG Shares and the Debut Shares are not "taxable Canadian property" of Cliffs Greene for the purposes of the Tax Act; and

(b) Each of Wabush Resources Inc., Cliffs Canadian Shared Services Inc., Cliffs Natural Resources Exploration Canada Inc. and CanCo is not a non-resident of Canada for the purposes of section 116 of the Tax Act.

SECTION 5.5. Litigation. Except as described in Section 5.5 of the Sellers' Disclosure Schedule, (i) there is no Litigation pending or, to Sellers' knowledge, threatened against RoadCo, Cliffs Netherlands in respect of RoadCo or Cliffs Greene in respect of KWG or Debut; or (ii) any outstanding unsatisfied Judgments against RoadCo, Cliffs Netherlands in respect of RoadCo or Cliffs Greene in respect of KWG or Debut.

SECTION 5.6. No Undisclosed Liabilities. Except as described in 5.6 of the Sellers' Disclosure Schedule, to the Knowledge of the Non-Filing Sellers, RoadCo does not have any liability or obligation of any nature (whether accrued, absolute, contingent or otherwise) other than liabilities and obligations disclosed to the Purchaser in writing prior to the date hereof.

SECTION 5.7. Compliance with Laws. To the Knowledge of the Non-Filing Sellers, the business of RoadCo has been and is currently being conducted in compliance with all applicable Laws, except where any failure of compliance would not, and could not reasonably be expected to, result in a Material Adverse Effect.

SECTION 5.8. Employment. RoadCo does not have nor has it ever had any employees. All employees that provide services to RoadCo are employees of a Non-Filing Seller

or other related entity. Neither of RoadCo, nor Cliffs Greene in respect of RoadCo, is a party to any employment or consulting agreement, written or otherwise, profit sharing, bonus, stock option, pension, retirement, disability, share purchase, medical, dental, hospitalization, insurance or similar plan or agreement providing benefits to any Person.

SECTION 5.9. Debt. Section 5.9 of the Sellers' Disclosure Schedule describes all of the Debt owed by RoadCo, including the principal amount outstanding, the applicable interest rate, if any, the name of the debtor, the name of the creditor, the amount of principal and accrued and unpaid interest outstanding and any security or guarantees therefor (the "**RoadCo Debt**"). Aside from the RoadCo Debt, RoadCo does not have any Debt.

SECTION 5.10. Non-Arm's Length Transactions. Except as disclosed herein or in the Exhibits or Schedules hereto, there are no current Contracts, commitments, agreements, arrangements or other transactions between RoadCo, on the one hand, and (i) any officer or director of any Non-Filing Seller or RoadCo, or (ii) any Affiliate of the Sellers or Targets, on the other hand, in each case which could result in material liability to the Targets following Closing.

SECTION 5.11. CanCo. CanCo will be "related" to each of Cliffs Natural Resources Inc. and Wabush Iron Co. Limited for purposes of the Tax Act at all times prior to Closing.

ARTICLE VI COVENANTS AND OTHER AGREEMENTS

SECTION 6.1. Canadian Bankruptcy Actions; Approval and Vesting Order.

(a) As promptly as practicable following the execution of this Agreement, CQIM shall file a motion seeking an order (the "**Approval and Vesting Order**") of the Court for the approval of the sale of the Amalco Shares held by CQIM, such motion to be heard by the Court as soon as practicable, subject to the requirement to provide at least ten (10) days' notice to the service list as set forth in the Initial Order. The Approval and Vesting Order shall be substantially in the form attached as Exhibit G hereto, with only such changes as the Purchaser, the Parent and the Sellers shall approve, acting reasonably. ~~For greater certainty, the Approval and Vesting Order shall explicitly authorize the Expense Reimbursement contemplated by Section 10.2.~~

(b) Subject to the provisions of this Agreement CQIM shall use its commercially reasonable efforts to seek the Approval and Vesting Order.

(c) At least two (2) Business Days prior to serving its motion in support of the Approval and Vesting Order, CQIM will provide Purchaser's counsel with a copy of the service list to be used for the motion. Purchaser's counsel shall be entitled to make any additions thereto, acting reasonably.

SECTION 6.2. Consultation; Notification.

The Purchaser and CQIM shall cooperate with seeking the Approval and Vesting Order, and CQIM shall deliver to the Purchaser prior to filing, and as early in advance as is practicable to permit adequate and reasonable time for the Purchaser and its counsel to review and comment, copies of all proposed pleadings, motions, notices, statements, schedules, applications,

reports and other material papers to be filed by CQIM in connection with such motions and relief requested therein and any objections thereto.

SECTION 6.3. Pre-Closing Cooperation.

(a) Prior to the Closing, subject to the terms and conditions of this Agreement, each of the Parties shall (and each Party shall cause its Subsidiaries and Affiliates to) use its commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to cooperate with the other Party and Affiliates in order to do or cause to be done, all things necessary, proper or advisable under applicable Law to consummate the transactions contemplated by this Agreement as soon as practicable and cause the fulfillment at the earliest practicable date of the conditions to the Parties' obligations to consummate the transactions contemplated by this Agreement as set forth in Section 9.1, including: (i) effecting the Pre-Acquisition Reorganization in accordance with Section 6.4; and (ii) more generally, to facilitate an orderly transition at Closing. Notwithstanding the foregoing, no Party shall be obligated in any way (A) to defend any lawsuits or other proceedings by or before any Government Entity challenging this Agreement or the consummation of the Closing; or (B) to cause to be lifted or rescinded any injunction, decree, ruling, order or other action of any Government Entity adversely affecting the ability of the Parties to consummate the Closing.

(b) Each Party shall promptly notify the other Parties of the occurrence, to such Party's Knowledge, of any event or condition, or the existence, to such Party's Knowledge, of any fact, that would reasonably be expected to result in any of the conditions to any of the other Parties' obligations to effect the Closing set forth in this Agreement not being satisfied.

SECTION 6.4. Pre-Acquisition Reorganization and Settlement of Inter-Company Debts.

(a) At least seven (7) Business Days prior to the Closing Date, the Sellers shall provide to the Purchaser and Parent final forms of all agreements, instruments, promissory notes, articles, common and preferred share terms, spreadsheets, resolutions, certificates and any other document (the "**Reorganization Documents**") reasonably requested by Purchaser or Parent in respect of the Pre-Acquisition Reorganization. All such Reorganization Documents shall be in a form reasonably satisfactory to the Purchaser and Parent, and the Sellers hereby agree that they shall make such amendments to the Reorganization Documents as may be reasonably requested by Purchaser or Parent, such amendments not to be prejudicial to the Sellers.

(b) At least two (2) days prior to the Closing Date, one or more of the Sellers shall, or shall cause one or more of their Affiliates to, incorporate CanCo.

(c) The Parent and the Purchaser acknowledge and agree that the planning for and implementation of the Pre-Acquisition Reorganization shall not be considered a breach of any covenant under this Agreement and shall not be considered in determining whether a representation or warranty of any Seller hereunder has been breached.

(d) The Parties hereto agree that in the event that the Purchaser and Parent waive the requirement of the Sellers to effect the amalgamation of Cliffs Ontario and Cliffs Far North as set out in Exhibit H and provided for at Section 2.3.2(c), the Sellers shall sell, convey, transfer and assign to the Purchaser all of their right, title and interest in and to all of the Cliffs

Ontario Shares (as well as any Class A preferred shares in the capital of Cliffs Ontario issued pursuant to the Pre-Acquisition Reorganization) and all of the Cliffs Far North Shares (as well as any Class A preferred shares in the capital of Cliffs Far North issued pursuant to the Pre-Acquisition Reorganization) and this Agreement shall be read to apply to the sale of the Cliffs Ontario Shares and the Cliffs Far North Shares (as well as any Class A preferred shares in the capital of Cliffs Ontario and Cliffs Far North issued pursuant to the Pre-Acquisition Reorganization), instead of the Amalco Shares.

SECTION 6.5. Debt. The Sellers hereby acknowledge that all Related-Party Debt is set out in Exhibit B. Other than as set out in Exhibit B, there is no Debt (including Related-Party Debt) other than as set out at Section 5.9 of the Sellers' Disclosure Schedule. At the commencement of the Closing Date, following the completion of the Pre-Acquisition Reorganization, there will be no Debt other than as set out in Section 5.9 of the Sellers' Disclosure Schedule.

SECTION 6.6. Public Announcements. Subject to the Parties' disclosure obligations imposed by Law (including any obligations or disclosure which may be deemed required by the Sellers or the Monitor in connection with the seeking of the Approval and Vesting Order or otherwise in connection with the CCAA or the CCAA Case), the Parties shall (a) cooperate with each other in the development and distribution of all news releases, other public information disclosures and announcements, including announcements and notices to customers, suppliers and employees, with respect to this Agreement, or any of the transactions contemplated by this Agreement and the other Transaction Documents and (b) not issue any such announcement or statement prior to consultation with, and the approval of, the Parties (such approval not to be unreasonably withheld or delayed); provided that approval shall not be required (i) where a Party determines, based on advice of counsel and after consultation with the Parties, that such disclosure is required by Law or the rules of any stock exchange on which the securities of such Party or any of its Affiliates are listed, (ii) where such disclosure is deemed required by the Sellers or the Monitor in connection with the seeking of the Approval and Vesting Order or otherwise in connection with the CCAA or the CCAA Case, and (iii) after the public announcement of this Agreement and the transactions contemplated hereunder, with respect to public disclosures and announcements by the Purchaser and its Affiliates relating to the Targets or Purchased Shares after Closing, provided that to the extent reasonably practicable the Purchaser shall not make any public disclosure or announcement contemplated by this clause (iii) without first consulting the Sellers.

SECTION 6.7. Further Actions. Without limiting the foregoing, on and after the Closing Date, each Party shall cooperate with the other Parties, without any further consideration, to cause to be executed and delivered, all instruments, including instruments of conveyance, novations, assignment and transfer, and to make all filings with, and to obtain all consents, under any permit, license, agreement, indenture or other instrument or regulation, and to take all such other actions as any of the Parties may reasonably request any other Parties to take from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the other Transaction Documents.

SECTION 6.8. Conduct of Business. The Sellers covenant that, from and after the date hereof until the Closing Date, subject to any limitation imposed as a result of being subject to the CCAA Case, and except as (i) the Purchaser or Parent may approve otherwise in writing, (ii)

required by Law, or (iii) otherwise expressly contemplated or permitted by this Agreement, the Sellers shall:

(a) notify the Purchaser of any significant development or material change relating to the Targets, Cliffs Far North, Cliffs Ontario, Purchased Shares, Cliffs Far North Shares, Cliffs Ontario Shares, Additional Shares, Related-Party Debt or the Property, taken as a whole, promptly after becoming aware of any such development or change;

(b) not take any of the following actions:

(i) directly or indirectly (including by operation of law or through any merger, consolidation, reorganization, issuance of securities or rights, license, lease, encumbrance or otherwise) sell, assign, convey, transfer or otherwise dispose of any Purchased Shares, Cliffs Far North Shares, Cliffs Ontario Shares, Additional Shares or Related Party Debt;

(ii) incur any Lien on any Purchased Shares, Cliffs Far North Shares, Cliffs Ontario Shares or Additional Shares or Related Party Debt, other than (A) Liens that will be discharged at or prior to Closing and (B) Permitted Encumbrances;

(iii) grant any rights to under or with respect to any Purchased Shares, Cliffs Far North Shares, Cliffs Ontario Shares, Additional Shares or Related-Party Debt or that are convertible into, exchangeable for or otherwise capable of becoming securities of any of the Targets, Cliffs Far North, Cliffs Ontario, KWG or Debut;

(iv) enter into any Contract granting an indemnity that would impose any obligation upon any of the Targets, Cliffs Far North or Cliffs Ontario;

(v) modify, amend or change, in each case, expressly and in any material respect, or expressly terminate, or expressly waive compliance with the terms of, or expressly waive, release, assign or terminate any rights or claims under, any term of any contract or any other agreement to which any Target, Cliffs Far North or Cliffs Ontario is party;

(vi) sell, assign, transfer, license, lease or otherwise convey any interest of any Target, Cliffs Far North or Cliffs Ontario in any Property;

(vii) authorize or commit or agree to take or to omit to take any action, or request the Court to approve, authorize or require the Sellers to take or to omit to take any action that would materially affect Sellers' title to any Purchased Shares, Cliffs Far North Shares, Cliffs Ontario Shares, Additional Shares or Related-Party Debt or would otherwise breach the Sellers' covenants under or any other provisions of this Agreement or the Transaction Documents, or consent to any such approval or authorization; or

(viii) authorize, agree or commit (or permit any Affiliate, including Cliffs Ontario, to undertake, authorize, agree or commit) to do any of the foregoing.

SECTION 6.9. Access to Information. Subject to compliance with applicable Laws and the terms of any existing Contracts, including any confidentiality obligations, each of the Sellers will, and will cause its respective Subsidiaries to, afford to the Purchaser and its representatives, until the earlier of the Closing or the termination of this Agreement in accordance with its terms, continuing access to the Data Room. Without limiting the generality of the provisions of the Non-Disclosure Agreement, subject to Section 12.16, each of the Parties acknowledges that all information provided to it under this Section 6.9, or otherwise pursuant to this Agreement or in connection with the transactions contemplated hereby, is subject to the Non-Disclosure Agreement, which will remain in full force and effect notwithstanding any termination of this Agreement. If any provision of this Agreement otherwise conflicts or is inconsistent with any provision of the Non-Disclosure Agreement, the provisions of this Agreement will supersede those of the Non-Disclosure Agreement but only to the extent of the conflict or inconsistency.

SECTION 6.10. Transaction Expenses. Except as otherwise provided in this Agreement or the other Transaction Documents, each of the Purchaser and the Sellers shall bear its own costs and expenses (including brokerage commissions, finders' fees or similar compensation, and legal fees and expenses) incurred in connection with this Agreement, the other Transaction Documents and the transactions contemplated hereby and thereby.

SECTION 6.11. Confidentiality.

(a) The Parties acknowledge that the Non-Disclosure Agreement remains in full force and effect in accordance with its terms, which are incorporated herein by reference, and the Parties agree to be bound thereby in the same manner and to the same extent as if the terms had been set forth herein in full, except that the Parties shall be at liberty to disclose the terms of this Agreement to (i) if required by order of any court of competent jurisdiction or under any applicable Law, any court or to any court-appointed liquidator of any of the Sellers to show appropriate figures in their administration records, accounts and returns, (ii) the applicable Court for the purposes of obtaining the Approval and Vesting Order and to the applicable Third Parties for purposes of obtaining a consent from such Third Party that is required to complete the transactions contemplated under this Agreement; and (iii) as otherwise required by the terms and conditions of this Agreement.

(b) Notwithstanding the foregoing Section 6.11(a), nothing contained in this Agreement or the Transaction Documents shall be deemed to prohibit the Parties from disclosing any information as may be required, based on the advice of legal counsel, under applicable Law, including, without limitation, the CCAA or disclosure which may be deemed required by the Sellers or the Monitor in connection with the seeking of the Approval and Vesting Order or otherwise in connection with the CCAA or the CCAA Case and any other applicable bankruptcy or insolvency Laws, the applicable rules or regulations of any securities exchange or similar self-regulatory authority or applicable securities Laws; provided, however, that to the extent legally permissible and reasonably practicable, if the relevant Party believes in its reasonable judgment that such legally required disclosure includes confidential information of any other Party hereunder, the disclosing Party shall provide the other Parties with prompt notice of such event so that, where possible, the affected Parties may seek a protective order or other appropriate remedy, and the relevant Parties shall cooperate in taking steps to resist or narrow the scope of such request or legal process (at the expense of the Party requesting such action). In the event that such

protective order or other remedy is not obtained and any Party or its representatives are advised by legal counsel that it is compelled by Law, regulation or legal, regulatory or judicial process or the rules of a stock exchange or similar self-regulatory authority to disclose any information described in the foregoing sentence, such Party or its representatives, as the case may be, (i) may without liability hereunder furnish that portion (and only that portion) of such information which, based on the advice of legal counsel to such Party or its representative, as the case may be, such Party or its representative is legally required to disclose and (ii) will use commercially reasonable efforts to have confidential treatment accorded any such information so furnished.

SECTION 6.12. Maintenance of Books and Records. At or following the Closing, the Sellers shall deliver to the Purchaser the minute books, share ledgers, accounting, Tax and corporate records of the Targets, Cliffs Far North and Cliffs Ontario, in accordance with Sections 2.3.3(c)(viii) and 2.3.3(d). After the Closing, the Sellers shall preserve, until the third (3rd) anniversary of the Closing Date (or such longer period as may be required under applicable Law), all other records, to the extent relating to the Targets, Cliffs Far North and Cliffs Ontario and Purchased Shares possessed or to be possessed by such Person (to the extent that such records are not required to be delivered to the Purchaser in accordance with the immediately preceding sentence). After the Closing Date and until the third (3rd) anniversary of the Closing Date (or such longer period as may be required under applicable Law), upon any reasonable request from the Purchaser, the relevant Seller shall, and/or shall cause the Person holding such records to, (a) provide to the Purchaser or its representatives reasonable access to such records during normal business hours and (b) provide or permit the Purchaser or its respective representatives to make copies of such records, in each case subject to reimbursement of the Sellers' reasonable and actual out-of-pocket expenses in connection with responding to such requests of the Purchaser, including provision of access to, and segregation and duplication of, records.

SECTION 6.13. Financing Documents. The Sellers acknowledge (a) that they have received from the Purchaser and the Parent an executed copy of an acquisition term loan with Franco-Nevada Corporation to provide Parent and Purchaser with the necessary financing in an amount not less than the Purchase Price, to satisfy payment of the Purchase Price to the Sellers on the Closing Date, and containing such conditions to the closing of the loan as are acceptable to the Sellers, acting reasonably (the "**Loan Documentation**"), and (b) that the conditions to the completion of the loan contemplated by the Loan Documentation are acceptable to the Sellers. The Purchaser and the Parent hereby covenant and agree that the Loan Documentation may not be amended prior to Closing without the prior written consent of the Sellers, acting reasonably.

SECTION 6.14. Environmental Liabilities. The Purchaser and the Parent acknowledge and agree that, by virtue of the Purchaser's purchase of the Purchased Shares, the Purchaser shall become responsible from and after the Closing for the payment, performance and discharge of all Liabilities under Environmental Approvals relating to the Properties and all other Liabilities of any kind whatsoever under Environmental Laws relating to the Properties.

ARTICLE VII ALTERNATIVE TRANSACTION

SECTION 7.1. Non-Solicitation.

(a) Except as contemplated by this Agreement (including without limitation Section 7.1(c)) or to the extent that the Purchaser has otherwise consented to in writing, until the earlier of the Closing Date or the date, if any, on which this Agreement is terminated pursuant to Article X, none of the Sellers shall, and the Sellers shall cause the Targets, Cliffs Far North and Cliffs Ontario not to, directly or indirectly through any other person:

(i) encourage, solicit, initiate discussions with or engage in negotiations with any Person, other than the Purchaser and Parent, relating in any way to an Acquisition Proposal; or

(ii) enter into any letter of intent, contract or other agreement with any Person, other than the Purchaser and Parent, providing for any Alternative Transaction.

(b) The Sellers shall, and shall cause the Targets, Cliffs Far North and Cliffs Ontario to, immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with or involving any Person (other than the Purchaser, Parent and their Affiliates) conducted heretofore by the Sellers, the Targets, Cliffs Far North or Cliffs Ontario with respect to any Acquisition Proposal or which could reasonably be expected to lead to an Acquisition Proposal and, in connection therewith, the Sellers, or any of them, will immediately discontinue access to any Third Party (other than the Purchaser, Parent and their Affiliates) to the Data Room. The Sellers agree not to release any Third Party from any standstill agreement to which it is a party unless such party has made an Acquisition Proposal that the Sellers, after consultation with their financial advisors and outside legal counsel, has determined in good faith would be reasonably likely to result in a Superior Proposal.

(c) The Sellers shall promptly notify the Purchaser, at first orally and then in writing, of any written, bona fide offer constituting an Acquisition Proposal, in each case, received after the date hereof. Such notice shall include a description of the material terms and conditions of such Acquisition Proposal. At the Purchaser's reasonable request, the Sellers will keep the Purchaser promptly and fully informed of the status, including any change to the material terms and conditions, of any such Acquisition Proposal.

~~(d) Notwithstanding paragraphs (a) and (b) of this Section 7.1 or any other provision of this Agreement, if after the date hereof the Sellers or any of the Targets, Cliffs Far North or Cliffs Ontario (i) receives a written Acquisition Proposal (including, for greater certainty, an amendment, change or modification to a proposal made prior to the date hereof), and (ii) determines in good faith, after consultation with their outside legal counsel, financial advisors and the Monitor, that such proposal is, or could reasonably be expected to lead to, a Superior Proposal, the Sellers, the Targets and their representatives shall be entitled to pursue such Superior Proposal (including without limitation providing the offeror of such Superior Proposal and its representatives and professional advisors (collectively, the "Offeror") with such information (confidential or otherwise) relating to the Sellers, the Targets and the Properties as the Offeror may request and granting the Offeror access to the Data Room or any other data room (virtual or otherwise) containing such information) and, should such Sellers determine that the completion of the Alternative Transaction resulting from the Superior Proposal is reasonably likely, the Sellers may then terminate this Agreement in accordance with Section 10.1(e)(i) and accept, approve, or~~

~~enter into any agreement, understanding or arrangement in respect of such Alternative Transaction, provided that:~~

~~(i) such proposal did not result from a breach of any provision of this Agreement or the Non-Disclosure Agreement, including, for greater certainty, the provisions of Section 7.1;~~

~~(ii) the Sellers terminate this Agreement pursuant to Section 10.1(e)(i);~~
and

~~(iii) the Sellers pay the Expense Reimbursement pursuant to Section 10.2.~~

ARTICLE VIII TAX MATTERS

SECTION 8.1. Records.

(a) Except as provided elsewhere in this Section 8.1, (i) after the Closing Date, the Purchaser, on the one hand, and the Sellers, on the other hand, will make available to the other, as reasonably requested, and to any Tax Authority, all information, records or documents relating to liability for Taxes with respect to the Targets, Cliffs Far North, Cliffs Ontario, the Purchased Shares or the Related-Party Debt for all periods prior to or including the Closing Date, and will preserve such information, records or documents until the expiration of any applicable statute of limitations or extensions thereof, and (ii) in the event that one party needs access to records in the possession of a second party relating to the Targets, Cliffs Far North, Cliffs Ontario, the Purchased Shares or the Related-Party Debt for purposes of preparing Tax Returns or complying with any Tax audit request, subpoena or other investigative demand by any Tax Authority, or for any other legitimate Tax-related purpose not injurious to the second party, the second party will allow representatives of the other party such access as is reasonably necessary to such records during regular business hours at the second party's place of business for the sole purpose of obtaining information for use as aforesaid and will permit such other party to make extracts and copies thereof as may be reasonably necessary or convenient. The obligation to cooperate pursuant to this Section 8.1 shall terminate at the time the relevant applicable statute of limitations expires (giving effect to any extension thereof), provided, that, beginning on the date that is one year following the Closing Date, the obligations of the Sellers under this Section 8.1(a) shall be limited to commercially reasonable efforts, taking into account available personnel and resources.

(b) The obligations of the Sellers under Section 8.1(a) shall be subject to the following:

(i) the Parties agree and acknowledge that the Sellers shall be entitled, prior to any disclosure or making available, to redact the relevant information, records or documents as they hold to ensure that they show only information relevant to the Targets, Cliffs Far North, Cliffs Ontario, the Purchased Shares or the Related-Party Debt and do not show any other information except as required by applicable Law; and

(ii) the Sellers, on the one hand, and the Purchaser, on the other hand, shall not be obliged to provide any access under Section 8.1(a) unless the requesting party pays all of the reasonable costs and expenses of the party granting access, in each case incurred in connection with the granting of such access, including a reasonable hourly rate for access to employees or agents of the party granting access (based on the total compensation of the employee or agent at the time that access is provided).

SECTION 8.2. Tax Returns.

(a) The Sellers shall be responsible for the preparation and timely delivery to the Purchaser, in accordance with this Section 8.2(a), of all Tax Returns in respect of the Targets for all Pre-Closing Taxable Periods. The Purchaser shall provide, or cause to be provided, such assistance as the Sellers may reasonably require to prepare and file such Tax Returns. Except as required by applicable Law, all such Tax Returns shall be prepared on a basis that is consistent in all material respects with the basis on which the Targets have prepared and filed such Tax Returns in the past. All such Tax Returns shall be submitted in draft form by the Sellers to the Purchaser at least thirty (30) days before the date on which such Tax Returns are required by applicable Law to be filed with the relevant Tax Authority. The Purchaser shall have the right to comment on such draft Tax Returns by communicating such changes in writing to the Sellers at least twenty (20) days before the date on which such Tax Returns are required by applicable Law to be filed with the relevant Tax Authority. The Sellers shall consider such comments in good faith and make such changes as are reasonably requested by the Purchaser. After making any such changes as required pursuant to the immediately preceding sentence, the Sellers shall, not less than ten (10) days before the date on which such Tax Returns are required by applicable Law to be filed, (i) forward such Tax Returns to the Purchaser for execution thereof by a duly authorized officer so that the Seller may e-file such Tax Returns with the relevant Tax Authority on or before the date on which such Tax Returns are required by applicable Law to be filed, and (ii) remit to the Purchaser payment of an amount equal to the total of all Taxes shown as payable on such Pre-Closing Taxable Period Tax Returns.

(b) In preparing any Tax Return for any Target for any Pre-Closing Taxable Period that ends, or would otherwise end, immediately prior to the acquisition of control (within the meaning of the Tax Act) of such Target by the Purchaser, the Sellers shall make an election not to have subsection 256(9) of the Tax Act apply (unless notified otherwise by the Purchaser in writing).

(c) The Purchaser shall be responsible for the preparation and filing of all Tax Returns with respect to the Targets for all Post-Closing Taxable Periods. All Taxes indicated as due and payable on such Tax Returns shall be payable by the Purchaser or applicable Target.

**ARTICLE IX
CONDITIONS TO THE CLOSING**

SECTION 9.1. Conditions to Each Party's Obligation. The Parties' obligation to effect the Closing is subject to the satisfaction or the express written waiver by all of the Parties, at or prior to the Closing, of the following conditions:

(a) *Approvals.* All Required Consents shall have been obtained in form and on terms satisfactory to Purchaser, Parent and the Sellers, each acting reasonably;

(b) *Approval and Vesting Order.* The Approval and Vesting Order shall have been entered in substantially the form of Exhibit G (with such amendments as agreed to by the Purchaser, the Parent and the Sellers, in each case acting reasonably) and such Approval and Vesting Order shall not have been amended or modified in a manner prejudicial to any of the Parties or set aside, vacated or stayed.

(c) *No Injunctions or Restraints.* There shall be in effect no Law, or any order, injunction, decree or judgment of any court or other Government Entity making it illegal or directly or indirectly prohibiting, restraining, enjoining or preventing the consummation of any of the transactions contemplated hereby;

SECTION 9.2. Conditions to Sellers' Obligation. The Sellers' obligation to effect the Closing shall be subject to the fulfillment (or express written waiver by the Sellers), at or prior to the Closing, of each of the following conditions:

(a) *No Breach of Representations and Warranties.* Each of the representations and warranties contained in Article III, in each case disregarding all materiality and Material Adverse Effect qualifications contained therein, shall be true and correct (i) as of the Closing Date as if made on and as of such date or (ii) if made as of a date specified therein, as of such date, except, in each case, for any failure to be true and correct that, individually and together with other such failures, has not had and would not reasonably be expected to have a Material Adverse Effect;

(b) *No Breach of Covenants.* The Purchaser and Parent shall each have performed in all material respects all material covenants, obligations and agreements contained in this Agreement required to be performed by the Purchaser and Parent on or before the Closing;

(c) *Bring-Down Certificate.* The Sellers shall have been furnished with a certificate signed by a senior officer of each of the Purchaser and Parent certifying that the conditions set forth in Section 9.2(a) and Section 9.2(b) have been satisfied;

(d) *Officer Certificate.* The Sellers shall have been furnished with a certificate signed by a senior officer of each of the Purchaser and Parent certifying: (i) the constating documents and By-Laws of Purchaser and Parent; (ii) directors' resolutions of each of Purchaser and Parent authorizing the execution and delivery of this Agreement and the Transaction Documents and the performance of each such entity's obligations under this Agreement and the Transaction Documents; and (iii) certificates of incumbency of Purchaser and Parent;

(e) *Financing Documents.* The Purchaser and the Parent shall have certified in writing to the Sellers on the Closing Date that there have been no amendments to the Loan Documentation since such Loan Documentation was provided to the Purchaser and the Parent in accordance with Section 6.13 (other than any such amendments which have been consented to in writing by the Sellers in accordance with Section 6.13); and

(f) *Closing Deliverables.* The Purchaser and the Parent shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing and shall have executed and delivered or caused to have

been executed or delivered to the Sellers at the Closing all the documents contemplated by this Agreement to be executed by them.

SECTION 9.3. Conditions to Purchaser's and Parent's Obligations. The obligation of the Purchaser and Parent to effect the Closing shall be subject to the fulfillment (or express written waiver by the Purchaser), at or prior to the Closing, of each of the following conditions:

(a) *No Breach of Representations and Warranties.* Each of the representations and warranties set forth in Article IV and Article V, in each case disregarding all materiality and Material Adverse Effect qualifications contained therein, shall be true and correct (i) as of the Closing Date as if made on and as of such date or (ii) if made as of a date specified therein, as of such date, except, in each case, for any failure to be true and correct that, individually and together with other such failures, has not had and would not reasonably be expected to have a Material Adverse Effect;

(b) *No Breach of Covenants.* The Sellers shall have complied in all material respects with all material covenants, obligations and agreements contained in this Agreement required to be performed by the Sellers on or before the Closing;

(c) *No Material Adverse Effect.* Between the date of this Agreement and the Closing Date, there shall have been no Material Adverse Effect in respect of the Targets;

(d) *Valid Transfer.* Upon completion of the transactions contemplated by this Agreement, the Purchaser shall own 100% of the Purchased Shares free and clear of all Liens (other than Permitted Encumbrances);

(e) *Financing.* The Parent and Purchaser shall have entered into the Loan Documentation and shall have received funds thereunder in an amount not less than the Purchase Price;

(f) *Pre-Acquisition Reorganization.* The Pre-Acquisition Reorganization shall have been effected in the manner described in Exhibit H;

(g) *Settlement of Inter-Company Debts.* The Sellers shall have settled all Related-Party Debt in accordance with Exhibit H and in accordance with Section 6.5;

(h) *Resignations and Releases.* The Purchaser and Parent shall have received the written resignation of all the officers and directors of Amalco and RoadCo, together with a release and discharge in the form of Exhibit F;

(i) *Bring-Down Certificate.* The Purchaser and Parent shall have been furnished with a certificate signed by a senior officer of each of the Sellers that the conditions set forth in Section 9.3(a) and Section 9.3(b) have been satisfied;

(j) *Officer Certificate.* The Purchaser and Parent shall have been furnished with a certificate signed by a senior officer or managing director, as the case may be, of each of the Sellers certifying: (i) the constating documents and By-Laws of Amalco, CQIM, Cliffs Greene and Cliffs Netherlands and the Additional Sellers; (ii) directors' resolutions of each of the Sellers authorizing the execution and delivery of this Agreement and the Transaction Documents and the

performance of each such entity's obligations under this Agreement and the Transaction Documents; (iii) directors' or shareholders' resolutions, as required, of the Sellers, Cliffs Far North, Cliffs Ontario and Amalco authorizing the transactions contemplated by this Agreement, including the Pre-Acquisition Reorganization and the transfer of the Purchased Shares; and (iv) certificates of incumbency of the Sellers;

(k) *Minute Books and Corporate Records.* The Purchaser and Parent will have received all minute books and share ledgers of Cliffs Ontario, Cliffs Far North, Amalco and RoadCo; and

(l) *Closing Deliverables.* Each Seller shall have performed and complied, in all material respects, with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing and shall have executed and delivered or caused to have been executed or delivered to the Purchaser at the Closing all the documents contemplated by this Agreement to be executed by them.

ARTICLE X TERMINATION

SECTION 10.1. Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of the Parties;
- (b) by the Purchaser or Parent, on the one hand or by the Sellers, on the other hand, upon written notice to the other Parties if the Approval and Vesting Order has not been issued by the Drop Dead Date;
- (c) by the Purchaser or Parent, on the one hand or by the Sellers, on the other hand, in the event that the Court declines to grant the Approval and Vesting Order;
- (d) by the Purchaser or Parent, upon written notice to the Sellers:
 - (i) in the event of a breach by the Sellers of the Sellers' representations, warranties, agreements or covenants set forth in this Agreement, which breach would result in a failure of any of the conditions to Closing set forth in Section 9.1 or Section 9.3, as applicable, and which breach, if capable of being cured, has not been cured within ten (10) days from receipt of written notice thereof by the Purchaser or Parent or in the event that any of the conditions set forth in Section 9.1 or Section 9.3 have not been fulfilled, or waived by the Purchaser and Parent by the Outside Date;
 - (ii) following issuance of the Approval and Vesting Order, in the event of the Sellers' failure to close the transactions contemplated hereby by the Outside Date; or
 - (iii) notwithstanding the provisions of Section 7.1; 10.1(b), if the Approval and Vesting Order has not been granted by April 20, 2015; or

(e) by the Sellers, upon written notice to the Purchaser:

~~(i) — subject to Article VII, upon or following the determination by any of the Sellers (by the senior management of the Sellers, by resolution of the board of directors or similar governing body or by entry into a definitive written agreement) or upon or following written notice to the Purchaser, or public announcement (including any filing in a Court by any of the Sellers) thereof to proceed with an Alternative Transaction in accordance with Section 7.1(c);~~

(i) ~~(ii)~~ in the event of a material breach by the Purchaser or Parent of the Purchaser's and Parent's representations, warranties, agreements or covenants set forth in this Agreement, which breach would result in a failure of any of the conditions to Closing set forth in Section 9.1 or Section 9.2, as applicable, and which breach, if capable of being cured, has not been cured within ten (10) days from receipt of written notice thereof by the Sellers or in the event that any of the conditions set forth in Section 9.1 or Section 9.2 have not been fulfilled by the Purchaser and/or the Parent, as applicable, or waived by the Sellers by the Outside Date or in the case that the Purchaser fails to effect the Closing due to the non-satisfaction of the condition precedent set forth in Section 9.3(e) by the Outside Date;

(ii) ~~(iii)~~ following issuance of the Approval and Vesting Order, in the event of the Purchaser's or Parent's failure to close the transactions contemplated hereby by the Outside Date;

provided, however, that the right to terminate this Agreement pursuant to Section 10.1(b) or Section 10.1(d) or Section 10.1(e) shall not be available to the Party seeking to terminate if such Party has breached this Agreement and such breach has been the cause of, or has resulted in, the event or condition giving rise to a right to terminate this Agreement.

SECTION 10.2. — Expense Reimbursement.

~~(a) — In the event that this Agreement is terminated by the Sellers pursuant to Section 10.1(e)(i), the Sellers shall pay to the Purchaser in immediately available funds, a cash amount to reimburse the Purchaser and Parent for the reasonable documented out-of-pocket fees, costs and expenses incurred by them in connection with the transactions contemplated by this Agreement up to a maximum of Two Hundred and Fifty Thousand Canadian Dollars (CAD\$250,000) (the "Expense Reimbursement"). The Expense Reimbursement shall be delivered to the Purchaser not more than two (2) Business Days after the date on which the Purchaser delivers to the Seller evidence, satisfactory to the Sellers acting reasonably, of the amounts comprising the Expense Reimbursement.~~

~~(b) — Notwithstanding anything to the contrary herein, CQIM's obligation to pay the Expense Reimbursement pursuant to this Section 10.2 is expressly subject to entry of the Approval and Vesting Order but, the obligation of each of the Sellers other than CQIM to pay the Expense Reimbursement pursuant to this Section 10.2 is not subject to the entry of the Approval and Vesting Order. For greater certainty, in the event that the Approval and Vesting Order is issued, the Expense Reimbursement shall be paid by the Sellers, including CQIM, pro rata based~~

~~upon their rights to receive the Purchase Price in accordance with Exhibit D; and in the event that the Approval and Vesting Order is not issued, the Expense Reimbursement shall be paid by the Sellers, other than CQIM, pro rata, based upon their rights, as amongst themselves, to receive the Purchase Price in accordance with Exhibit D.~~

SECTION 10.2. ~~SECTION 10.3. Effects of Termination.~~ If this Agreement is terminated pursuant to Section 10.1:

(a) all further obligations of the Parties under or pursuant to this Agreement shall terminate without further liability of any Party to the other Parties except for the provisions of, or as provided in, this Section ~~10.3~~10.2 and, (i) 2.2.2(b) (Deposit), (ii) Section 6.6 (Public Announcements), (iii) Section 6.10 (Transaction Expenses), (iv) Section 6.11 (Confidentiality), (v) Section 10.2 (~~Expense Reimbursement~~), (~~vi~~) Section 10.3 (Effects of Termination), and (~~viii~~) Article XII (Miscellaneous); provided, that, subject to Section 11.1, nothing herein shall relieve any Party from liability for any breach of this Agreement occurring before the termination hereof; and

(b) the provisions of the Non-Disclosure Agreement will continue in full force and effect.

ARTICLE XI SURVIVAL

SECTION 11.1. Survival.

(a) Other than Section 2.2.2(b), Section 3.3, Section 6.5 (which shall survive, in respect of the Non-Filing Sellers only, for eighteen (18) months following Closing), Section 6.6, Section 6.7, Section 6.9, Section 6.10, Section 6.11, Section 6.12, Section 6.14, Article VIII, Section 10.2, this Section 11.1, Section 12.2, Section 12.4, Section 12.5, Section 12.7 (but solely as it relates to the Exhibits hereto and not Sellers' Disclosure Schedules) and Section 12.9 through Section 12.15, all representations, warranties, statements, covenants and agreements of any Seller contained herein or in any other Transaction Document shall merge, expire and terminate upon Closing. In the event of any breach of, or any noncompliance with, any representation, warranty, statement, covenant or agreement contained herein by any Seller, the only remedy available to the Purchaser and the Parent (other than with respect to the Sections listed in the first sentence of this Section 11.1(a)) is expressly limited to the Purchaser and the Parent determining to terminate this Agreement in accordance with Section 10.1(d) and neither the Purchaser nor the Parent shall have any right to bring a claim for damages or any other legal or equitable remedy against any of the Sellers.

(b) Other than Section 2.2.2(b), Section 3.3, Section 6.5 (which shall survive, in respect of the Non-Filing Sellers only, for eighteen (18) months following Closing) Section 6.6, Section 6.7, Section 6.9, Section 6.10, Section 6.11, Section 6.12, Section 6.14, Article VIII, Section 10.2, this Section 11.1, Section 12.2, Section 12.4, Section 12.5, Section 12.7 (but solely as it relates to the Exhibits hereto and not Sellers' Disclosure Schedules) and Section 12.9 through Section 12.15, all representations, warranties, statements, covenants and agreements of the Purchaser and Parent contained herein or in any other Transaction Document shall merge, expire and terminate upon Closing. In the event of any breach of, or any noncompliance with, any

representation, warranty, statement, covenant or agreement contained herein by Purchaser or Parent, the only remedy available to the Sellers (other than with respect to the Sections listed in the first sentence of this Section 11.1(b)) is expressly limited to the Sellers determining to terminate this Agreement in accordance with Section 10.1(e) and no Seller shall have any right to bring a claim for damages or any other legal or equitable remedy against the Purchaser or Parent.

ARTICLE XII MISCELLANEOUS

SECTION 12.1. Remedies. No failure to exercise, and no delay in exercising, any right, remedy, power or privilege under this Agreement by any Party will operate as a waiver of such right, remedy, power or privilege, nor will any single or partial exercise of any right, remedy, power or privilege under this Agreement preclude any other or further exercise of such right, remedy, power or privilege or the exercise of any other right, remedy, power or privilege.

SECTION 12.2. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 12.3. Consent to Amendments; Waivers. No Party shall be deemed to have waived any provision of this Agreement or any of the other Transaction Documents unless such waiver is in writing, and then such waiver shall be limited to the circumstances set forth in such written waiver. This Agreement shall not be amended, altered or qualified except by an instrument in writing signed by all the parties hereto or thereto, as the case may be, at their sole discretion.

SECTION 12.4. Successors and Assigns. Except as otherwise expressly provided in this Agreement, all representations, warranties, covenants and agreements set forth in this Agreement by or on behalf of the Parties will be binding upon and inure to the benefit of such Parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the Sellers in case of an assignment by the Purchaser or the Purchaser in case of an assignment by any Sellers, which consent may be withheld in such Party's sole discretion, except that the Purchaser and Parent may assign the Agreement to an Affiliate (provided that (a) the Purchaser shall provide five (5) Business Days' advance notice of any such assignment, and (b) all obligations and Liabilities of the Affiliate shall be guaranteed by the Parent).

SECTION 12.5. Governing Law; Submission to Jurisdiction.

(a) Any questions, claims, disputes, remedies or Actions arising from or related to this Agreement or the transactions contemplated hereby, and any relief or remedies sought by any Parties, shall be governed exclusively by the Laws of the Province of Ontario applicable to contracts made and to be performed in that Province, and the federal laws of Canada applicable therein.

(b) To the fullest extent permitted by applicable Law (but subject to paragraph (c), below), each Party:

(i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement, or the transactions contemplated hereby shall be brought only in the Superior Court of the Province of Ontario;

(ii) agrees to submit to the jurisdiction of the Superior Court of the Province of Ontario for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby;

(iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of such action brought in the Superior Court of the Province of Ontario or any claim that any such action brought in such Court has been brought in an inconvenient forum;

(iv) agrees that the mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 12.6 or any other manner as may be permitted by Law shall be valid and sufficient service thereof; and

(v) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

(c) Notwithstanding paragraph (b) above, to the fullest extent permitted by applicable Law, each Party:

(i) agrees that any claim, action or proceeding by such Party seeking any relief whatsoever arising out of, or in connection with, this Agreement, or the transactions contemplated hereby, in each case which relate in any way to (A) CQIM or (B) the Approval and Vesting Order, shall be brought only in the Court;

(ii) agrees to submit to the jurisdiction of the Court for purposes of all legal proceedings arising out of, or in connection with, this Agreement or the transactions contemplated hereby, in each case which relate in any way to (A) CQIM, or (B) the Approval and Vesting Order; and

(iii) waives and agrees not to assert any objection that it may now or hereafter have to the laying of the venue of such action brought in the Court or any claim that any such action brought in any court has been brought in an inconvenient forum.

(d) Furthermore, each Party agrees that, notwithstanding anything to the contrary contained herein, nothing in this Agreement including any covenant requiring performance by a Party following Closing shall be deemed to require CQIM to delay or otherwise alter, or have the effect of impairing, delaying or prejudicing, the completion of the CCAA Case or any wind-up or dissolution of CQIM.

SECTION 12.6. Notices. All demands, notices, communications and reports provided for in this Agreement shall be in writing and shall be either sent by facsimile or email

transmission with confirmation to the number or email address, as applicable, specified below or personally delivered or sent by reputable overnight courier service (delivery charges prepaid) to any Party at the address specified below, or at such address, to the attention of such other Person, and with such other copy, as the recipient Party has specified by prior written notice to the sending Party pursuant to the provisions of this Section 12.6.

If to the Purchaser, to:

9201955 Canada Inc.
110 Yonge Street, Suite 400
Toronto, Ontario M5C 1T4

Attention: Alan Coutts, President and Chief Executive Officer
Facsimile: (416) 367-5444
Email: alan.coutts@noront.com

If to the Parent, to:

Noront Resources Ltd.
110 Yonge Street, Suite 400
Toronto, Ontario M5C 1T4

Attention: Alan Coutts, President and Chief Executive Officer
Facsimile: (416) 367-5444
Email: alan.coutts@noront.com

With a copy in the case of either of the foregoing (that shall not constitute notice) to:

Bennett Jones LLP
3400 One First Canadian Place
PO Box 130
Toronto, Ontario M5X 1A4

Attention: Linda Misetich Dann
Facsimile: (416) 863-1716
Email: misetichdannl@bennettjones.com

If to CQIM, to:

Cliffs Quebec Iron Mining ULC
1155 Rue University
Suite 508, Montreal, Quebec H3B 3A7

Attention: James Graham, Executive Vice President,
Chief Legal Officer and Secretary AND
P. Kelly Tompkins, Executive Vice President,
Business Development

Facsimile: (216) 694-6509

Email: James.Graham@CliffsNR.com
Kelly.Tompkins@CliffsNR.com

If to any of the Non-Filing Sellers, to:

c/o Cliffs Natural Resources Inc.
200 Public Square
Suite 3300
Cleveland, Ohio 441144-2315

Attention: James Graham, Executive Vice President,
Chief Legal Officer and Secretary AND
P. Kelly Tompkins, Executive Vice President,
Business Development

Facsimile: (216) 694-6509

Email: James.Graham@CliffsNR.com
Kelly.Tompkins@CliffsNR.com

With a copy in the case of any of the foregoing (that shall not constitute notice) to:

Blake, Cassels & Graydon LLP
199 Bay Street, Suite 4000
Toronto, Ontario
M5J 1A9

Attention: Thomas A. McKee
Facsimile: (416) 863-2653
Email: tom.mckee@blakes.com

FTI Consulting Canada Inc.
199 Bay Street, Suite 4000
Toronto, Ontario
M5J 1A9

Attention: Nigel Meakin
Facsimile: (416) 649-8101
Email: nigel.meakin@fticonsulting.com

Norton Rose Fulbright Canada LLP
1 Place Ville Marie, Suite 2500
Montreal, Quebec
H3B 1R1

Attention: Sylvain Rigaud
Facsimile: (514) 286-5474
Email: sylvain.rigaud@nortonrosefulbright.com

Any such demand, notice, communication or report shall be deemed to have been given pursuant to this Agreement when delivered personally, when confirmed if by facsimile transmission, or on the day after deposit with a reputable overnight courier service, as applicable.

SECTION 12.7. Exhibits; Sellers' Disclosure Schedule.

(a) The Sellers' Disclosure Schedule and the Exhibits attached hereto constitute a part of this Agreement and are incorporated into this Agreement for all purposes as if fully set forth herein. The Purchaser and Parent hereby acknowledge and agree that the Sellers shall be entitled, with the prior consent of the Purchaser and Parent, not to be unreasonably withheld, and the approval of the Monitor, where applicable, to update Exhibits B, D and H hereto, and to update the Reorganization Documents in accordance therewith, all for purposes of funding payments due to Third Parties by Cliffs Far North and Cliffs Ontario prior to Closing, provided that the Sellers shall deliver any such updated and final versions of Exhibits B, D and H to the Purchaser and Parent no later than the day that is seven (7) Business Days prior to the Closing Date.

(b) The Sellers' Disclosure Schedule is qualified in its entirety by reference to this Agreement and is not intended to constitute, and shall not be construed as constituting, representations or warranties by any Seller except to the extent expressly set forth therein. The inclusion of any information in any section of the Sellers' Disclosure Schedule or other document delivered by the Sellers pursuant to this Agreement shall not be deemed to be an admission or evidence of the materiality of such item, nor shall it establish a standard of materiality for any purpose whatsoever.

SECTION 12.8. Counterparts. The Parties may execute this Agreement in two or more counterparts (no one of which need contain the signatures of all Parties), each of which will be an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of a signature page to this Agreement.

SECTION 12.9. No Presumption. The Parties agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the Parties' negotiations. Each Party represents and warrants that it has sought and received experienced legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The Parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a Party on the grounds that such Party drafted or was more responsible for drafting the provisions.

SECTION 12.10. Severability. If any provision, clause, or part of this Agreement, or the application thereof under certain circumstances, is held invalid, illegal or incapable of being enforced in any jurisdiction, (i) as to such jurisdiction, the remainder of this Agreement or the application of such provision, clause or part under other circumstances, and (ii) as for any other

jurisdiction, all provisions of this Agreement, shall not be affected and shall remain in full force and effect, unless, in each case, such invalidity, illegality or unenforceability in such jurisdiction materially impairs the ability of the Parties to consummate the transactions contemplated by this Agreement. Upon such determination that any clause or other provision is invalid, illegal or incapable of being enforced in such jurisdiction, the Parties hereto will use commercially reasonable efforts to negotiate to modify such terms or provisions so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

SECTION 12.11. Headings. The headings used in this Agreement are for the purpose of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

SECTION 12.12. Entire Agreement. This Agreement (including the Sellers' Disclosure Schedule) and the Non-Disclosure Agreement together set forth the entire understanding of the Parties relating to the subject matter thereof, and all prior or contemporaneous understandings, agreements, representations and warranties, whether written or oral, are superseded by this Agreement and the Non-Disclosure Agreement, and all such prior or contemporaneous understandings, agreements, representations and warranties are hereby terminated. In the event of any irreconcilable conflict between this Agreement and the Non-Disclosure Agreement, the provisions of this Agreement shall prevail.

SECTION 12.13. Language. The Parties have required that this Agreement and all deeds, documents and notices relating to this Agreement be drawn up in the English language. Les parties aux présentes ont exigé que le présent contrat et tous autres contrats, documents ou avis afférents aux présentes soient rédigés en langue anglaise.

SECTION 12.14. Parent Guarantee.

(a) The Parent, as primary obligor and not merely as surety, hereby absolutely, unconditionally and irrevocably guarantees to the Sellers the full and timely payment and performance of all Liabilities of the Purchaser incurred under, arising out of or in connection with this Agreement and the other Transaction Documents, as from time to time amended, modified or supplemented in accordance with their terms (such Liabilities, the "**Guaranteed Obligations**"). The obligations of the Parent under this Section 12.14 are absolute and unconditional in respect of satisfying the Guaranteed Obligations and shall be enforceable against the Parent to the same extent as if the Parent were the primary obligor (and not merely a surety) under this Agreement and the other Transaction Documents.

(b) The guarantee contemplated in this Section 12.14 (the "**Guarantee**") shall apply to this Agreement and all of the other Transaction Documents and all indulgences, variations, alterations, amendments, modifications, restatements, waivers, releases, or extensions of time as may be made, given, conceded or agreed under this Agreement whether or not the Parent receives notice of the same and the Parent hereby waives all need for notice of the same. The obligations of the Parent hereunder shall in no way be affected by any amendment, variation or addendum to this Agreement.

(c) This Guarantee is a guarantee of payment, performance and compliance. In order to hold the Parent liable hereunder, there shall be no obligation on the part of the Sellers at any time to demand or resort for payment or performance to the Purchaser or its properties or assets or to any security, property or other rights or remedies whatsoever, nor shall there be any requirement that any of the Sellers be joined as a party to any proceeding for the enforcement of any provision of this Guarantee and the Sellers shall have the right to enforce the provisions of this Guarantee irrespective of whether or not legal proceedings or other enforcement efforts against the Purchaser are pending, seeking resort to or realization upon or from any of the foregoing.

(d) The liability of the Parent hereunder shall remain in full force and effect irrespective of and shall in no way be affected or impaired by, regardless of whether notice to or consent of the Parent is given or obtained (and no notice to or consent of the Parent shall be required in respect of):

(i) any failure, neglect or omission on the part of any Seller or any other person to give the Parent notice of the occurrence of any Purchaser default under or with respect to the Guaranteed Obligations, or to realize upon any obligations or liabilities of the Purchaser; or

(ii) any amalgamation, merger or consolidation of the Purchaser or the Parent or any sale, lease or transfer of any of their respective assets; or

(iii) any change in the financial condition of the Purchaser or the Parent;
or

(iv) any direct or indirect change in the ownership of or control over any shares of the capital stock of the Purchaser or Parent or any other change in status, control or ownership of the Purchaser or Parent; or

(v) any other occurrence or circumstance whatsoever, whether similar or dissimilar to the foregoing and any other circumstance that might otherwise constitute a legal or equitable defence or discharge of the liabilities of a guarantor or surety that might otherwise limit recourse against the Parent.

(e) It is the intent and purpose hereof that the Parent shall not be entitled to and does hereby waive any and all defences available to guarantors, sureties and other secondary parties at law or in equity. Without limiting the generality of the foregoing, the Parent irrevocably waives, to the extent permitted by applicable Laws:

(i) diligence, presentment, demands for performance, notices of non-performance by the Purchaser, protest, dishonour, and all other notices;

(ii) any right to require the Sellers to proceed against the Purchaser or any other person or to pursue any other remedy in the power of the Sellers whatsoever;

(iii) any defence arising by reason of the invalidity, illegality or lack of enforceability of this Agreement or any part thereof or any of the Transaction

Documents or any part thereof, or by reason of any incapacity, lack of authority or other defense of the Purchaser;

(iv) any and all rights at law or in equity to subrogation, to reimbursement, to exoneration, to contribution, to indemnification, to set off or to any other rights that could accrue to a surety against a principal or to a guarantor against a principal and which the Parent may have or hereafter acquire against the Purchaser until all obligations of the Parent under this Guarantee have been unconditionally satisfied in full; and

(f) any and all other defences available to guarantors, sureties and other secondary parties at law or in equity.

SECTION 12.15. Change of Names. Within ten (10) Business Days following the Closing, the Purchaser shall have changed the names of Cliffs Ontario and Cliffs Far North to names not including the word "Cliffs" in a manner reasonably satisfactory to the Sellers.

SECTION 12.16. Non-Disclosure Agreement. At Closing, CQIM shall cause Cliffs Natural Resources Inc. to terminate Sections 2, 3 and 4 (solely as they relate to the Targets) and Section 6 of the Non-Disclosure Agreement, which sections shall be of no further force or effect.

[Remainder of this page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

9201955 CANADA INC.

By: _____
Name: Alan Coutts
Title: President

NORONT RESOURCES LTD.

By: _____
Name: Alan Coutts
Title: President and Chief Executive Officer

CLIFFS QUEBEC IRON MINING ULC

By: _____
Name: P. Kelly Tompkins
Title: President

CLIFFS GREENE B.V.

By: _____
Name: Terrance Paradie
Title: Managing Director B

CLIFFS NETHERLANDS B.V.

By: _____
Name: Terrance Paradie
Title: Managing Director A

WABUSH RESOURCES INC.

By: _____
Name: P. Kelly Tompkins
Title: Vice President

CLIFFS CANADIAN SHARED SERVICES INC.

By: _____
Name: Terrance Paradie
Title: Treasurer

CLIFFS NATURAL RESOURCES EXPLORATION CANADA INC.

By: _____
Name: P. Kelly Tompkins
Title: President

-

EXHIBITS

-

EXHIBIT A

Knowledge of the Purchaser

- Alan Coutts, President and Chief Executive Officer
- Gregory Rieveley, Chief Financial Officer

EXHIBIT B

Related-Party Debt¹

	Payable (Gross)	Receivable (Gross)
Northshore Mining Company	10,087.39	
Cliffs UTAC Holding LLC		40,733.92
Cliffs Mining Company	1,217,234.90	
Cliffs International Management Company LLC	1,481,985.55	
Cliffs Mining Services Company	3,141,607.60	
Cliffs Natural Resources Exploration Inc.	357,401.81	
Cliffs Natural Resources Inc.	13,117,671.32 ¹³ <u>218,926.64</u>	602,122.00 <u>855,380.00</u>
Wabush Resources Inc.	766,637.27 ^{766.3} <u>23.47</u> ²	
Wabush Iron Company Limited	280,681.41 ^{328.9} <u>71.75</u> ³	
Cliffs Canadian Shared Services Inc.	11,312.87	
Cliffs Natural Resources Exploration Canada Inc.	345,751.11	
Cliffs Quebec Iron Mining ULC	52,443,304.92	577,059.59
Bloom Lake LP		71,634.28
2313245 Ontario Inc.		63,939.44
CCFN		901,338.73
TOTAL (CCOI):	73,173,676.15⁷³ <u>322,908.01</u>	2,256,827.96^{2,256,827.96} <u>510,085.96</u>
CCOI		
Cliffs Natural Resources Inc.	1,792.93	
Cliffs Natural Resources Exploration Canada Inc.	228,113.79	
Cliffs Quebec Iron Mining ULC		1,369,998.77 ^{1,369,954} <u>.13</u>
CCOI	901,339 ^{901,338} <u>73</u>	

¹ Unless otherwise indicated, all amounts are expressed in United States Dollars.

² Wabush Resources Inc.'s share of the debt owing by CCOI to the Wabush Mines Joint Venture (the "Wabush JV"), an unincorporated joint venture between Wabush Resources Inc. and Wabush Iron Company Limited.

³ Wabush Iron Company Limited's share of the debt owing by CCOI to the Wabush JV plus an amount of \$47,967.00 owed directly to Wabush Iron Company Limited from CCOI.

TOTAL (CCFN):	1,131,245.45	1,369,998.77	<u>1,369,954</u>
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EXHIBIT C

Required Consents

- Resource Capital Fund V L.P.

EXHIBIT D

Purchase Price Allocation

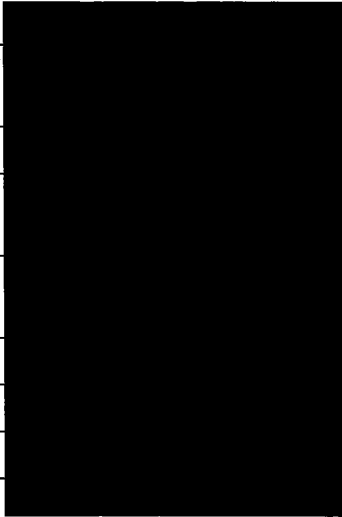
<u>Seller</u>	<u>Purchased Shares</u>	<u>Amount Payable</u>
Cliffs Quebec Iron Mining ULC	Amalco Common Shares	
Cliffs Quebec Iron Mining ULC	Amalco Preferred Shares	
Wabush Resources Inc.	Amalco Preferred Shares	
Cliffs Canadian Shared Services Inc.	Amalco Preferred Shares	
Cliffs Natural Resources Exploration Canada Inc.	Amalco Preferred Shares	
CanCo	Amalco Preferred Shares	
Cliffs Greene B.V.	KWG Shares	
Cliffs Greene B.V.	Debut Shares	
Cliffs Netherlands B.V.	RoadCo Shares	

EXHIBIT E

Form of Transfer

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers ownership of _____ [class] shares (the "Shares") in the capital of _____ (the "Corporation") registered in the name of the undersigned, represented by share certificate[s] number ____, [__ and __] unto **9201955 CANADA INC.** and does irrevocably constitute and appoint any officer of the Corporation as attorney to transfer such Shares on the securities register of the Corporation, with full power of substitution.

DATED as of the ____ day of _____, 20__.

[TRANSFEROR]

EXHIBIT F

Form of Resignation and Release

TO: [CORPORATION] (the "Corporation")

Reference is made to a share purchase agreement (the "**Purchase Agreement**") dated as of the ____ day of _____, 2015 between Cliffs Quebec Iron Mining ULC, Cliffs Netherlands ULC, Cliffs Greene B.V., the Additional Sellers (as defined therein), 9201955 Canada Inc. and Noront Resources Inc. (the "**Purchaser**").

I, [NAME] hereby resign as [a **director and officer**] of the Corporation effective on the closing of the transactions contemplated by the Purchase Agreement.

In consideration of the sum of \$1.00 of lawful money of Canada and other good and valuable consideration, the receipt and adequacy of which are hereby irrevocably acknowledged, I (the "**Releasor**", which term includes my heirs, executors, administrators, successors and assigns) hereby release and forever discharge (i) the Corporation and its associates and affiliates (as defined in the *Canada Business Corporations Act*) and (ii) its and their respective present and former officers, directors, shareholders, servants, agents and employees and their respective predecessors, successors, personal representatives and assigns (collectively, the "**Releasees**") of and from all actions, causes of action, suits, debts, duties, demands, accounts, bonds, covenants, contracts, proceedings and claims for injuries, losses, damages, interest, costs, indemnity, fines, penalties, legal and professional fees and assessments or amounts of any kind whatsoever (including any loss or damage not yet ascertained) that I as a director, officer or employee of the Corporation or otherwise ever had, now have or can, shall or may hereafter have for or by reason of or in any way arising out of any cause, matter or thing whatsoever existing up to the present time (collectively, the "**Claims**"); provided however that nothing contained in this Release shall prevent the Releasor from making a Claim in respect of any matter relating to indemnification arising under the [*Canada Business Corporations Act*] [NTD: reference applicable governing corporate statute], or pursuant to the by-laws of the Corporation, in each case as a result of the undersigned being a director and/or officer of the Corporation.

If any provision of this Release or any part of any provision of this Release is held under any circumstances to be invalid or unenforceable in any jurisdiction, then (i) such provision or part thereof shall, with respect to such circumstances and in such jurisdiction, be deemed amended to conform to applicable laws so as to be valid and enforceable to the fullest possible extent, (ii) the invalidity or unenforceability of such provision or part thereof under such circumstances and in such jurisdiction shall not affect the validity or enforceability of such provision or part thereof under any other circumstances or in any other jurisdiction, and (iii) such invalidity or unenforceability of such provision or part thereof shall not affect the validity or enforceability of the remainder of such provision or the validity or enforceability of any other provision of this Release. Each provision of this Release is separable from every other provision of this Release, and each provision of this Release is separable from every other part of such provision.

I acknowledge that I have been given sufficient time to consider my actions and to seek such independent legal or other advice as I deem appropriate and that I understand the terms of this

Release. I further acknowledge that, other than the consideration promised, no representation of fact or opinion, threat or inducement has been made or given by any Releasee to induce me to sign this Release and that there is no condition, express or implied or collateral agreement with respect to this Release.

This Release shall be governed by, enforced, construed and interpreted in accordance with the laws of the Province of Ontario.

DATED: [MONTH] [DATE], 2015

Witness

Name:

EXHIBIT G

Form of Approval and Vesting Order

SUPERIOR COURT
(Commercial Division)

CANADA

PROVINCE OF QUÉBEC

DISTRICT OF MONTRÉAL

N^o: 500-11-048114-157

DATE: [REDACTED], 2015

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

:

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

BLOOM LAKE GENERAL PARTNER LIMITED

QUINTO MINING CORPORATION

8568391 CANADA LIMITED

CLIFFS QUEBEC IRON MINING ULC

Petitioners

-and-

THE BLOOM LAKE IRON ORE MINE LIMITED PARTNERSHIP

BLOOM LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-

9201955 CANADA INC.

Mise-en-cause

-and-

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

Mise-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

APPROVAL AND VESTING ORDER

- [1] **ON READING** the Petitioners' *Motion for the Issuance of an Approval and Vesting Order* (the "**Motion**"), the affidavit and the exhibits in support thereof, as well as the Third Report of the Monitor dated [REDACTED] (the "**Report**");
- [2] **SEEING** the service of the Motion;
- [3] **SEEING** the submissions of the Petitioners' and the Monitor's attorneys and the submissions of [REDACTED];
- [4] **SEEING** that it is appropriate to issue an order approving the transaction (the "**Transaction**") contemplated by the agreement entitled Share Purchase Agreement (the "**Purchase Agreement**") dated as of March 22, 2015 by and among Petitioner Cliffs Québec Iron Mining ULC ("**CQIM**"), Cliffs Greene B.V., Cliffs Netherlands B.V. and the Additional Sellers, as vendors, Noront Resources Ltd., as parent, and 9201955 Canada Inc., as purchaser (the "**Purchaser**"), a redacted copy of which was filed as Exhibit R-[REDACTED] to the Motion, and vesting in the Purchaser all of CQIM's right, title and interest in and to all of the Amalco Shares. **[NTD: "Amalco Shares" to be confirmed by Purchaser given option in Purchase Agreement that amalgamation will not occur and instead shares of Cliffs Ontario and Cliffs Far North to be sold.]**

FOR THESE REASONS, THE COURT HEREBY:

- [5] **GRANTS** the Motion.
- [6] **ORDERS** that all capitalized terms in this Order shall have the meaning given to them in the Purchase Agreement unless otherwise indicated herein.

SERVICE

- [7] **ORDERS** that any prior delay for the presentation of this Motion is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.
- [8] **PERMITS** service of this Order at any time and place and by any means whatsoever.

SALE APPROVAL

- [9] **ORDERS AND DECLARES** that the Transaction is hereby approved, and the execution of the Purchase Agreement by CQIM is hereby authorized and approved, *nunc pro tunc*, with such non-material alterations, changes, amendments, deletions or additions thereto as may be agreed to but only with the consent of the Monitor.
- [10] **AUTHORIZES AND DIRECTS** the Monitor to hold the Deposit, *nunc pro tunc*, and to apply, disburse and/or deliver the Deposit or the applicable portions thereof in accordance with the provisions of the Purchase Agreement.

- [11] **ORDERS AND DECLARES** that the Expense Reimbursement is hereby approved and CQIM is hereby authorized and directed to pay the Expense Reimbursement if and when payable in accordance with the provisions of the Purchase Agreement.

EXECUTION OF DOCUMENTATION

- [12] **AUTHORIZES AND DIRECTS** CQIM and the Monitor to perform all acts, sign all documents and take any necessary action to execute any agreement, contract, deed, provision, transaction or undertaking stipulated in or contemplated by the Purchase Agreement (Exhibit R-) and any other ancillary document which could be required or useful to give full and complete effect thereto.

AUTHORIZATION

- [13] **ORDERS** and **DECLARES** that this Order shall constitute the only authorization required by CQIM to proceed with the Transaction and that no shareholder approval, if applicable, shall be required in connection therewith.

VESTING OF THE AMALCO SHARES

- [14] **ORDERS** and **DECLARES** that upon the issuance of a Monitor's certificate substantially in the form appended as **Schedule "A"** hereto (the "**Certificate**"), all of CQIM's right, title and interest in and to the Amalco Shares shall vest absolutely and exclusively in and with the Purchaser, free and clear of and from any and all right, title, benefits, priorities, claims (including claims provable in bankruptcy in the event that CQIM should be adjudged bankrupt), liabilities (direct, indirect, absolute or contingent), obligations, interests, prior claims, security interests (whether contractual, statutory or otherwise), liens, charges, hypothecs, mortgages, pledges, trusts, deemed trusts (whether contractual, statutory, or otherwise), assignments, judgments, executions, writs of seizure or execution, notices of sale, options, agreements, rights of distress, legal, equitable or contractual setoff, adverse claims, levies, taxes, disputes, debts, charges, rights of first refusal or other pre-emptive rights in favour of third parties, restrictions on transfer of title, or other claims or encumbrances, whether or not they have attached or been perfected, registered, published or filed and whether secured, unsecured or otherwise (collectively, the "**Encumbrances**") by or of any and all persons or entities of any kind whatsoever, including without limiting the generality of the foregoing (i) any Encumbrances created by the Initial Order of this Court dated January 27, 2015 (as amended on February 20, 2015 and as may be further amended from time to time), and (ii) all charges, security interests or charges evidenced by registration, publication or filing pursuant to the Civil Code of Québec, the Ontario Personal Property Security Act, the British Columbia Personal Property Security Act or any other applicable legislation providing for a security interest in personal or movable property, and, for greater certainty, **ORDERS** that all of the Encumbrances affecting or relating to the Amalco Shares be expunged and discharged as against the Amalco Shares, in each case effective as of the applicable time and date of the Certificate.
- [15] **ORDERS** and **DIRECTS** the Monitor to file with the Court a copy of the Certificate, forthwith after issuance thereof.
- [16] **DECLARES** that the Monitor shall be at liberty to rely exclusively on the Conditions Certificates in issuing the Certificate, without any obligation to independently confirm or verify the waiver or satisfaction of the applicable conditions.

CANCELLATION OF SECURITY REGISTRATIONS

- [17] **ORDERS** the Québec Personal and Movable Real Rights Registrar, upon presentation of the required form with a true copy of this Order and the Certificate, to reduce the scope of or strike the registrations in connection with the Amalco Shares, listed in **Schedule "B"** hereto, in order to allow the transfer to the Purchaser of the Amalco Shares free and clear of such registrations.
- [18] **ORDERS that upon the issuance of the Certificate**, CQIM shall be authorized and directed to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Amalco Shares, including filing such financing change statements in the Ontario Personal Property Registry ("**OPPR**") as may be necessary, from any registration filed against CQIM in the OPPR, provided that CQIM shall not be authorized or directed to effect any discharge that would have the effect of releasing any collateral other than the Amalco Shares, and CQIM shall be authorized to take any further steps by way of further application to this Court.
- [19] **ORDERS that upon the issuance of the Certificate**, CQIM shall be authorized and directed to take all such steps as may be necessary to effect the discharge of all Encumbrances registered against the Amalco Shares, including filing such financing change statements in the British Columbia Personal Property Security Registry (the "**BCPPR**") as may be necessary, from any registration filed against CQIM in the BCPPR, provided that CQIM shall not be authorized or directed to effect any discharge that would have the effect of releasing any collateral other than the Amalco Shares, and CQIM shall be authorized to take any further steps by way of further application to this Court.

CQIM NET PROCEEDS

- [20] **ORDERS that the proportion of the Purchase Price** payable to CQIM in accordance with the Purchase Agreement (the "**CQIM Net Proceeds**") **shall be remitted to the Monitor and shall be held by the Monitor pending further order of the Court.**
- [21] **ORDERS** that for the purposes of determining the nature and priority of the Encumbrances, the CQIM Net Proceeds shall stand in the place and stead of the Amalco Shares, and that upon payment of the Purchase Price by the Purchaser, all Encumbrances shall attach to the CQIM Net Proceeds with the same priority as they had with respect to the Amalco Shares immediately prior to the sale, as if the Amalco Shares had not been sold and remained in the possession or control of the person having that possession or control immediately prior to the sale.

VALIDITY OF THE TRANSACTION

- [22] **ORDERS** that notwithstanding:
- a) the pendency of these proceedings;
 - b) any petition for a receiving order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* ("**BIA**") and any order issued pursuant to any such petition; or
 - c) the provisions of any federal or provincial legislation;

the vesting of the Amalco Shares contemplated in this Order, as well as the execution of the Purchase Agreement pursuant to this Order, are to be binding on any trustee in bankruptcy that may be appointed, and shall not be void or voidable nor deemed to be a preference, assignment, fraudulent conveyance, transfer at undervalue or other reviewable transaction under the BIA or any other applicable federal or provincial legislation, as against CQIM, the Purchaser or the Monitor, and shall not constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

LIMITATION OF LIABILITY

- [23] **DECLARES** that, subject to other orders of this Court, nothing herein contained shall require the Monitor to take control, or to otherwise manage all or any part of the Purchased Shares. The Monitor shall not, as a result of this Order, be deemed to be in possession of any of the Purchased Shares within the meaning of environmental legislation, the whole pursuant to the terms of the CCAA.
- [24] **DECLARES** that no action lies against the Monitor by reason of this Order or the performance of any act authorized by this Order, except by leave of the Court. The entities related to the Monitor or belonging to the same group as the Monitor shall benefit from the protection arising under the present paragraph.

CONFIDENTIALITY

- [25] **ORDERS** that the unredacted Purchase Agreement filed with the Court shall be sealed, kept confidential and not form part of the public record, but rather shall be placed, separate and apart from all other contents of the Court file, in a sealed envelope attached to a notice that sets out the title of these proceedings and a statement that the contents are subject to a sealing order and shall only be opened upon further Order of the Court.

GENERAL

- [26] **DECLARES** that this Order shall have full force and effect in all provinces and territories in Canada.
- [27] **DECLARES** that the Monitor shall be authorized to apply as it may consider necessary or desirable, with or without notice, to any other court or administrative body, whether in Canada, the United States of America or elsewhere, for orders which aid and complement this Order and, without limitation to the foregoing, an order under Chapter 15 of the U.S. Bankruptcy Code, for which the Monitor shall be the foreign representative of the Petitioners and Mises-en-cause. All courts and administrative bodies of all such jurisdictions are hereby respectfully requested to make such orders and to provide such assistance to the Monitor as may be deemed necessary or appropriate for that purpose.
- [28] **REQUESTS** the aid and recognition of any court or administrative body in any Province of Canada and any Canadian federal court or administrative body and any federal or state court or administrative body in the United States of America and any court or administrative body elsewhere, to act in aid of and to be complementary to this Court in carrying out the terms of this Order.
- [29] **ORDERS** the provisional execution of the present Order notwithstanding any appeal and without the requirement to provide any security or provision for costs whatsoever.

THE WHOLE WITHOUT COSTS, save in case of contestation.

STEPHEN W. HAMILTON J.S.C.

█, 2015
Blake, Cassels & Graydon LLP
Attorneys for the Petitioners

SCHEDULE "A"
FORM OF CERTIFICATE OF THE MONITOR
SUPERIOR COURT
(Commercial Division)

C A N A D A

PROVINCE OF QUÉBEC

DISTRICT OF MONTRÉAL

File: No: 500-11-048114-157

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

BLOOM LAKE GENERAL PARTNER LIMITED

QUINTO MINING CORPORATION

8568391 CANADA LIMITED

CLIFFS QUEBEC IRON MINING ULC

Petitioners

-and-

THE BLOOM LAKE IRON ORE MINE LIMITED PARTNERSHIP

BLOOM LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-

9201955 CANADA INC.

Mise-en-cause

-and-

THE REGISTRAR OF THE REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

Mise-en-cause

-and-

FTI CONSULTING CANADA INC.

Monitor

CERTIFICATE OF THE MONITOR

RECITALS

- A.** Pursuant to an initial order rendered by the Honourable Mr. Justice Martin Catouguay, J.S.C., of the Superior Court of Québec, [Commercial Division] (the "**Court**") on January

27, 2015 (as amended on February 20, 2015 and as may be further amended from time to time, the "Initial Order"), FTI Consulting Canada Inc. (the "Monitor") was appointed to monitor the business and financial affairs of the Petitioners and the Mises-en-cause (together with the Petitioners, the "CCAA Parties").

- B. Pursuant to an order (the "Approval and Vesting Order") rendered by the Court on [REDACTED], 2015, the transaction contemplated by the Share Purchase Agreement dated as of March 22, 2015 (the "Purchase Agreement") by and among Petitioner Cliffs Québec Iron Mining ULC ("CQIM"), Cliffs Greene B.V., Cliffs Netherlands B.V. and the Additional Sellers (as defined therein), as vendors, Noront Resources Ltd., as parent, and 9201955 Canada Inc., as purchaser (the "Purchaser") was authorized and approved, with a view, *inter alia*, to vest in and to the Purchaser, all of CQIM's right, title and interest in and to the Amalco Shares.
- C. Each capitalized term used and not defined herein has the meaning given to such term in the Purchase Agreement.
- D. The Approval and Vesting Order provides for the vesting of all of CQIM's right, title and interest in and to the Amalco Shares in the Purchaser, in accordance with the terms of the Approval and Vesting Order and upon the delivery of a certificate (the "Certificate") issued by the Monitor confirming that the Sellers and the Purchaser have each delivered Conditions Certificates to the Monitor.
- E. In accordance with the Approval and Vesting Order, the Monitor has the power to authorize, execute and deliver this Certificate.
- F. The Approval and Vesting Order also directed the Monitor to file with the Court, a copy of this Certificate forthwith after issuance thereof.

THEREFORE, THE MONITOR CERTIFIES THE FOLLOWING:

- A. The Sellers and the Purchaser have each delivered to the Monitor the Conditions Certificates evidencing that all applicable conditions under the Purchase Agreement have been satisfied and/or waived, as applicable.
- B. The Closing Time is deemed to have occurred on at [REDACTED] on [REDACTED], 2015.

THIS CERTIFICATE was issued by the Monitor at [REDACTED] on [REDACTED], 2015.

FTI Consulting Canada Inc., in its capacity as
Monitor of the CCAA Parties, and not in its
personal capacity.

By: _____

Name Nigel Meakin

:

SCHEDULE "B"
REGISTRATIONS TO BE REDUCED OR STRICKEN

Nil.

[NTD: Updated searches will be run before materials are served and again before motion to confirm no registrations in Québec.]

EXHIBIT H

Pre-Acquisition Reorganization

The Pre-Acquisition Reorganization shall consist of the following:

1. **Amendment of Articles and Incorporation of CanCo.** Not less than two Business Days prior to the Closing Date:
 - a. Cliffs Ontario shall amend its articles to:
 - i. create a new class of Class A preferred shares, which shall have the following rights: non-voting; entitled to a discretionary, non-cumulative dividend of 3% per annum in preference to any dividends on the common shares; retractable at the option of the holder at a redemption amount of US\$1.00 per Class A preferred share; redeemable at the option of the corporation at a redemption amount of US\$1.00 per Class A preferred share; and, on dissolution, liquidation or winding-up, entitled to a distribution equal to the redemption amount (plus any declared but unpaid dividends) in preference to any distribution on the common shares; and
 - ii. increase its authorized capital by authorizing the issuance of an unlimited number of Class A preferred shares.
 - b. Cliffs Far North shall amend its articles to:
 - i. reduce its authorized capital by deleting the existing Class A redeemable preferred shares and cancelling the rights attached thereto;
 - ii. create a new class of Class A preferred shares, which shall have the following rights: non-voting; entitled to a discretionary, non-cumulative dividend of 3% per annum in preference to any dividends on the Class B preferred shares or common shares; retractable at the option of the holder at a redemption amount of US\$1.00 per Class A preferred share; redeemable at the option of the corporation at a redemption amount of US\$1.00 per Class A preferred share; and, on dissolution, liquidation or winding-up, entitled to a distribution equal to the redemption amount (plus any declared but unpaid dividends) in preference to any distribution on the Class B preferred shares or common shares; and
 - iii. increase its authorized capital by authorizing the issuance of an unlimited number of Class A preferred shares.
 - c. One or more of the Sellers shall, or shall cause one or more of their Affiliates to, incorporate CanCo under the laws of a Province of Canada in such a manner that CanCo shall, at all times up to the Closing, be "related" to CNR and WICL for purposes of the Tax Act.

2. Inter-Company Debt. Not later than 11:59 p.m. on the day immediately prior to the Closing Date:

- a. Following receipt of funds necessary to do so from CNR, Cliffs Ontario and Cliffs Far North shall pay in full all Debt owing to any Persons other than Affiliates of CQIM.
- b. Cliffs Ontario shall forgive all of the Debt owing to it by Bloom Lake LP (estimated principal amount as at the date hereof ~~US\$71,634~~US\$71,634.28) and 2313245 Ontario Inc. (estimated principal amount as at the date hereof ~~US\$63,939~~US\$63,939.44); and Cliffs Far North shall forgive all of the Debt owing to it by CQIM (estimated principal amount as at the date hereof ~~US\$1,369,999~~US\$1,369,954.13).
- c. Cliffs Far North shall issue to each of the following Affiliates of CQIM a demand, non-interest-bearing promissory note evidencing the outstanding Debt owing by Cliffs Far North to such Affiliate, with a principal amount in each case equal to the amount of the Debt owing by Cliffs Far North to such Affiliate, as reflected in the Sellers' books and records and as set out in Exhibit B:
 - i. to Cliffs Natural Resources Exploration Canada Inc. ("CNREC") (estimated amount owing at the date hereof ~~US\$228,114~~US\$228,113.79); and
 - ii. to Cliffs Natural Resources Inc. ("CNR") (estimated amount owing at the date hereof ~~US\$1,793~~US\$1,792.93).
- d. Cliffs Ontario shall issue to each of the following Affiliates of CQIM a demand, non-interest-bearing promissory note evidencing the outstanding Debt owing by Cliffs Ontario to such Affiliate, with a principal amount in each case equal to the amount of the Debt owing by Cliffs Ontario to such Affiliate, as reflected in the Sellers' books and records and as set out in Exhibit B:
 - i. to CQIM (estimated amount owing at the date hereof ~~US\$52,443,305~~US\$52,443,304.92);
 - ii. to CNR (estimated amount owing at the date hereof ~~US\$13,117,672~~US\$13,218,926.64);
 - iii. to Cliffs Mining Services Company (estimated amount owing at the date hereof ~~US\$3,141,608~~US\$3,141,607.60);
 - iv. to Cliffs International Management Company LLC (estimated amount owing at the date hereof ~~US\$1,481,986~~US\$1,481,985.55);
 - v. to Cliffs Mining Company (estimated amount owing at the date hereof ~~US\$1,217,235~~US\$1,217,234.90);

- vi. to Wabush Resources Inc. (“WRI”) (estimated amount owing at the date hereof ~~US\$766,637~~, US\$766,323.47, being WRI’s share of the debt owing by Cliffs Ontario to the Wabush Mines Joint Venture (the “Wabush JV”), an unincorporated joint venture between WRI and Wabush Iron Company Limited (“WICL”));
 - vii. to Cliffs Natural Resources Exploration Inc. (“CNRE”) (estimated amount owing at the date hereof ~~US\$357,402~~ US\$357,401.81);
 - viii. to CNREC (estimated amount owing at the date hereof ~~US\$345,751~~ US\$345,751.11);
 - ix. to WICL (estimated amount owing at the date hereof ~~US\$280,682~~, US\$328,971.75, being WICL’s share of the debt owing by Cliffs Ontario to the Wabush JV plus an amount of \$47,976.00 owed directly to WICL by Cliffs Ontario);
 - x. to Cliffs Canadian Shared Services Inc. (“CSSI”) (estimated amount owing at the date hereof ~~US\$11,313~~ US\$11,312.87); and
 - xi. to Northshore Mining Company (estimated amount owing at the date hereof ~~US\$10,087~~ US\$10,087.39).
- e. Cliffs Mining Services Company, Cliffs International Management Company LLC, Cliffs Mining Company, CNRE and Northshore Mining Company shall each ~~assign~~ **distribute** to CNR the Debt owing to them by Cliffs Ontario (as evidenced by the promissory notes issued to such entities in the preceding step), such that immediately following such assignments the Debt owing by Cliffs Ontario to CNR shall consist of the aggregate principal amount of the promissory notes issued by Cliffs Ontario pursuant to paragraphs 2.ed.ii, 2.ed.iii., 2.ed.iv., 2.ed.v., 2.ed.vii., and 2.ed.xi. above (estimated amount at the date hereof ~~US\$19,325,990~~ US\$19,427,243.89).
- f. CNR shall assume the Debt owing by Cliffs UTAC Holding LLC to Cliffs Ontario as reflected in the Sellers’ books and records and as set out in Exhibit B (the “UTAC Payable”) (estimated amount at the date hereof ~~US\$40,734~~ US\$40,733.92).
- g. Cliffs Ontario and CNR shall set off the aggregate Debt payable by CNR to Cliffs Ontario as reflected in the Sellers’ books and records and as set out in Exhibit B and taking into account the assumption of the UTAC Payable in step 2.f above (the “CNR Payable”, ~~estimated amount at the date hereof US\$642,856~~) (US\$896,113.92), against a corresponding principal amount of the Debt owing by Cliffs Ontario to CNR, such that immediately following such set-off the Debt owing by Cliffs Ontario to CNR will be ~~US\$18,683,134~~ (estimated amount at the date hereof) 18,531,129.97.

- h. Cliffs Ontario and CQIM shall set off the aggregate Debt payable by CQIM to Cliffs Ontario as reflected in the Sellers' books and records and as set out in Exhibit B (the "**CQIM Payable**") (~~estimated amount at the date hereof—~~ ~~US\$577,060~~**US\$577,059.59**), against a corresponding principal amount of the Debt owing by Cliffs Ontario to CQIM, such that immediately following such set-off the Debt owing by Cliffs Ontario to CQIM will be ~~US\$51,866,245~~ (~~estimated amount at the date hereof~~)**51,866,245.33**.
- i. Each of CNR and WICL shall sell the Debt owing to it by Cliffs Ontario, as evidenced by the notes issued in steps 2.d.ii- and 2.d.ix., respectively, **2.d.iii, 2.d.iv, 2.d.v, 2.d.vii, 2.d.ix and 2.d.xi above and, where applicable, distributed to CNR in step 2.e** (as reduced by the set-off in step 2.g in the case of CNR), to CanCo and CanCo shall issue demand non-interest bearing promissory notes to CNR and WICL in satisfaction of the purchase prices therefor.
- j. CNR shall sell the Debt owing to it by Cliffs Far North as evidenced by the note issued to CNR in step 2.c.ii to CanCo and CanCo shall issue a demand non-interest bearing promissory note to CNR in satisfaction of the purchase price therefor.
- k. Following completion of the above steps:
- i. CQIM, WRI, CNREC, CanCo and CSSI (each, a "**Cliffs Ontario Creditor**") shall, in full and final payment, satisfaction and settlement of all amounts owing to them by Cliffs Ontario, simultaneously exchange the Debt owing by Cliffs Ontario to each of them for Class A preferred shares in the capital stock of Cliffs Ontario. The number of Class A preferred shares of Cliffs Ontario to be issued to each Cliffs Ontario Creditor pursuant to this step 2.k.i. shall be equal to (i) the principal amount of the Debt owing by Cliffs Ontario to such Cliffs Ontario Creditor immediately prior to the exchange, multiplied by (ii) the amount of the Purchase Price allocated to the Amalco Preferred Shares pursuant to the Purchase Price Allocation in Exhibit D, divided by (iii) the sum of the aggregate principal amount of all the Debt owing by Cliffs Ontario to the Cliffs Ontario Creditors immediately prior to the exchange and the aggregate principal amount of all the Debt owing by Cliffs Far North to the Cliffs Far North Creditors (as defined below) immediately prior to the exchange; and
 - ii. Concurrently with step 2.k.i, CanCo and CNREC (each, a "**Cliffs Far North Creditor**") shall, in full and final payment, satisfaction and settlement of all amounts owing to them by Cliffs Far North, simultaneously exchange the Debt owing by Cliffs Far North to each of them for Class A preferred shares in the capital stock of Cliffs Far North. The aggregate number of Class A preferred shares of Cliffs Far North to be issued to each Cliffs Far North Creditor pursuant to this step 2.k.ii. shall be equal to (i) the principal amount of the Debt owing by Cliffs Far North to such Cliffs Far North Creditor immediately prior to the exchange, multiplied by (ii) the amount of the Purchase Price allocated to the Amalco

Preferred Shares pursuant to the Purchase Price Allocation in Exhibit D, divided by (iii) the sum of the aggregate principal amount of all the Debt owing by Cliffs Ontario to the Cliffs Ontario Creditors immediately prior to the exchange and the aggregate principal amount of all the Debt owing by Cliffs Far North to the Cliffs Far North Creditors immediately prior to the exchange.

- l. The aggregate stated capital of the Cliffs Ontario common shares shall be reduced to \$1.00 without payment thereon.
- m. The aggregate stated capital of the Cliffs Far North common shares shall be reduced to \$1.00 without payment thereon.

3. Amalgamation. At 12:01 a.m. on the Closing Date:

CQIM shall cause Cliffs Ontario and Cliffs Far North to be amalgamated pursuant to the *Canada Business Corporations Act* to form Amalco. Upon the amalgamation:

- a. each Class A preferred share in the capital stock of Cliffs Ontario held by a Cliffs Ontario Creditor shall be exchanged for one Class A preferred share in the capital stock of Amalco. The Class A preferred shares in the capital of Amalco shall bear similar rights to the rights attached to the Cliffs Ontario Class A preferred shares;
- b. each Class A preferred share in the capital stock of Cliffs Far North held by a Cliffs Far North Creditor shall be exchanged for one Class A preferred share in the capital stock of Amalco;
- c. the common shares in the capital stock of Cliffs Ontario held by CQIM shall be exchanged for an aggregate of one common share in the capital stock of Amalco;
- d. the common shares in the capital stock of Cliffs Far North held by CQIM shall be exchanged for an aggregate of one common share in the capital stock of Amalco;
- e. the one common share in the capital stock of Cliffs Far North held by Cliffs Ontario shall be cancelled without any payment thereon;
- f. the ~~remaining~~ Class B preferred shares in the capital stock of Cliffs Far North held by Cliffs Ontario shall be cancelled without any payment thereon; and
- g. any Debt owing by Cliffs Ontario to Cliffs Far North and by Cliffs Far North to Cliffs Ontario immediately prior to the amalgamation shall be cancelled without any payment thereon.



—

**SELLERS'
DISCLOSURE
SCHEDULE**

—

SECTION 1.1(A)

Knowledge

- Jason Aagenes, Director, Air Regulatory Strategy and Programs
- Adam Munson, Director of Business Development and Group Counsel
- P. Kelly Tompkins, Executive Vice President–Business Development
- Angela Stojkov, Senior Director of Global Tax

SECTION 1.1(B)

Permitted Encumbrances

Nil.

SECTION 5.5

Litigation

Canada Chrome Corporation ("CCC"), a wholly-owned subsidiary of KWG, has staked a series of more than 200 contiguous unpatented mining claims (the "CCC Claims") that run approximately 340 kilometers along a series of sand ridges or eskers from an area close to the Black Thor, Black Label and Big Daddy properties to Exton, Ontario, near the main CN rail line. 2274659 has applied to the Minister of Natural Resources for an easement over crown lands to allow it build an all-weather road linking the Black Thor and Black Label properties with the main CN rail line. 2274659's requested easement passes over a large number of the CCC Claims. CCC refused to consent to Cliffs' request for an easement over the CCC Claims; the Minister of Natural Resources subsequently referred 2274659's request for an easement over the CCC Claims to the Mining and Lands Commissioner of Ontario (the "Mining Commissioner"). In September 2010 the Mining Commissioner issued an order dismissing 2274659's request for an easement over the CCC Claims. 2274659 appealed the Mining Commissioner's order to the Ontario Divisional Court. In July 2014 the Ontario Divisional Court allowed 2274659's appeal, set aside the decision of the Mining Commissioner and allowed 2274659's application to dispense with the consent of CCC. CCC has been granted leave to appeal this decision to the Ontario Court of Appeal. CCC is currently required to perfect its appeal by April 30th, after which 2274659 will have 60 days to file responding materials.

SECTION 5.6

Undisclosed Liabilities

There are approximately 26 groundwater monitoring wells at the Moose Mountain option site (FPF) that were licensed by the property owner, Daniel Raymond Gervais and 957293 Ontario Inc., on behalf of RoadCo. To date, RoadCo has not made a decision on how to close out the monitoring wells.

In addition, 3 wells remain open at the Transload site. These wells can either remain open for future monitoring or be closed.

SECTION 5.9

RoadCo Debt

- USD\$982,679.71 owed to Cliffs Chromite Ontario Inc.

Document comparison by Workshare Professional on 15 April 2015 4:37:09 PM

Input	
Document 1 ID	interwovenSite://BJDOCS/WSLegal/11662125/10
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Rendering set	standard

Legend	
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Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved-deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	92
Deletions	111
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	205