

**SUPREME COURT OF NEWFOUNDLAND AND LABRADOR  
IN BANKRUPTCY AND INSOLVENCY**

IN THE MATTER OF The Kami Mine  
Limited Partnership, Kami General  
Partner Limited, and Alderon Iron  
Ore Corp.

AND IN THE MATTER of the  
*Bankruptcy and Insolvency Act*, RSC  
1985, c B-3, as amended

Estate No.  
Court No.

**AFFIDAVIT OF NARINDER NAGRA**

I, Narinder Nagra, of Vancouver, British Columbia, make oath and say as follows:

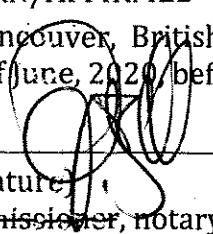
**Introduction**

1. I am a Managing Partner employed by Sprott Private Resource Lending (Collector), LP ("**Lender**"), the applicant creditor herein and as such have personal knowledge of the matters deposed to, except where stated to be based on information and belief, in which case I verily believe the same to be true.
2. I have reviewed the business records of the Lender relevant to the Lender's application seeking the appointment of a receiver and manager over all of the assets, undertakings, and property of The Kami Mine Limited Partnership ("**Kami LP**"), Kami General Partner Limited ("**Kami GP**"), and Alderon Iron Ore Corp. ("**Alderon**", collectively with Kami LP and Kami GP, the "**Credit Parties**") and have satisfied myself that I am possessed of sufficient information and knowledge to swear this affidavit on behalf of the Lender. I am authorized by the Lender to make this affidavit.
3. I understand that Alderon and Port Sept-Îles (the "**Port**") are party to an agreement regarding Alderon's use of port facilities operated by the Port (the "**Port Agreement**").

4. I understand that the Port Agreement is a valuable asset and is important to the potential purchaser referred to in my first affidavit.
5. The Port sent correspondence to the Lender dated June 2, 2020, which I understand alleges that Alderon either is currently, or may shortly be, in default of the Port Agreement by virtue of it being insolvent or having a receiver appointed over its assets.
6. It is my understanding that such an event of default would make available to the Port the ability to terminate the Port Agreement on 30 days notice.
7. I am very concerned that the Port may have, or may shortly be, providing Alderon with notice of its intention to terminate the Port Agreement.
8. If the Port Agreement is terminated, I am concerned that it may result in a significant, and irreparable, reduction in the value of the assets of the Credit Parties and negatively impact the potential sale referred to in my first affidavit.
9. In the absence of any management of Alderon, I am unaware of anyone who is presently able to address notices of any purported defaults issued and take steps to ensure that the assets of Alderon are preserved, including by addressing any alleged events of default under the Port Agreement.
10. I verily believe that it is necessary, just, and convenient that this Honourable Court urgently grant a Receivership Order that will preserve the status quo through a stay of proceedings and contractual rights and appoint a Receiver who will have the ability to address these matters, preserve value in the Credit Parties' estates, and take steps towards realizing on the assets of the Credit Parties.
11. I make this affidavit in support of the Lender's application to appoint a receiver over the assets, properties, and undertakings of the Credit Parties, and for no improper purpose.

SWORN/AFFIRMED

at Vancouver, British Columbia, on the 4<sup>th</sup>  
day of June, 2020, before me

  
\_\_\_\_\_  
(signature)  
Commissioner, notary public, etc.

  
\_\_\_\_\_  
(Signature of affiant)

NARINDER NAGRA

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