# **Deloitte**.

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APPLICANT

RESPONDENTS

2020 01G 2883

SUPREME COURT OF NEWFOUNDLAND AND LABRADOR IN BANKRUPTCY AND INSOLVENCY ST. JOHN'S

SPROTT PRIVATE RESOURCE LENDING (COLLECTOR), LP

THE KAMI MINE LIMITED PARTNERSHIP, KAMI GENERAL PARTNER LIMITED, AND ALDERON IRON ORE CORP.

#### DOCUMENT

FOURTH REPORT OF THE COURT APPOINTED RECEIVER OF THE KAMI MINE LIMITED PARTNERSHIP, KAMI GENERAL PARTNER LIMITED, AND ALDERON IRON ORE CORP.

#### DATED FEBRUARY 23, 2023

#### PREPARED BY DELOITTE RESTRUCTURING INC.

#### ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT

Counsel

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File No.: 188381

Receiver

Deloitte Restructuring Inc. 700, 850 – 2<sup>nd</sup> Street SW Calgary, AB T2P 0R8

Attention: Ryan Adlington/Naomi McGregor

Telephone/Facsimile: 403-261-8135/ 403-718-3681 Email: radlington@deloitte.ca/naomcgregor@deloitte.ca

## Table of Contents

4

Appendices	2
Introduction and background	3
Purpose	4
Terms of reference	5
Receiver's Activities	5
Creditor Claims	6
Shareholder Distribution	7
Fees and disbursements of the Receiver	7
Fees and disbursements of legal counsel	8
Interim Statement of Receipts and Disbursements	8
Conclusions and Recommendations	8

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## Appendices

Appendix "A"	Distribution Order
Appendix "B"	Interim Statement of Receipts and Disbursements for the period June 17, 2020 to January 17, 2023
Appendix "C"	First Interim Distribution to Shareholders
Appendix "D"	Release and Settlement Agreement
Appendix "E"	CRA Notice of Disallowance with respect to Kami LP
Appendix "F"	CRA Notice of Disallowance with respect to Alderon
Appendix "G"	Summary of Receivers' Fees
Appendix "H"	Summary of Legal Fees

## Introduction and background

1. On June 17, 2020 (the "Date of Receivership"), Deloitte Restructuring Inc. ("Deloitte") was appointed by Order of the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency (the "Receivership Order") as the receiver (the "Receiver"), without security, of all assets, undertakings, and property (the "Property") of Alderon Iron Ore Corp. ("Alderon"), The Kami Mine Limited Partnership ("Kami LP"), and Kami General Partner Limited ("Kami GP") (collectively the "Debtors" or the "Kami Group of Companies") acquired for, or used in relation to, the business carried on by the Debtors, including any bank accounts/trust accounts in the name of the Debtors or in the name of the Receiver on behalf of the Debtors and including all proceeds of any of the Property. The Receivership Order was filed on June 22, 2020 and provided to the Receiver on June 23, 2020.

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- 2. Alderon is a public company listed on the Toronto Stock Exchange ("TSX"), under the symbol "IRON" that was incorporated in the Province of British Columbia on March 21, 1978. Alderon is a development-stage company conducting iron ore evaluation activities related to Canadian properties located in western Labrador in the Province of Newfoundland and Labrador, collectively referred to as the Kamistiatusset property (the "Kami Property"). All activities associated with the Kami Property are referred to as the Kami Project. Alderon transferred the Kami Property and its related assets into Kami LP in 2013 in connection with a strategic investment from HBIS Group in the amount of \$119.9 million for a 25% interest in the Kami Project.
- 3. Kami LP is a limited partnership pursuant to the laws of Ontario owned by Alderon (75%) and HBIS International Holdings (Canada) Co., Ltd ("**HBIS**"), a subsidiary of HBIS Group (25%).
- 4. Kami GP is a private corporation incorporated in the Province of Ontario on August 30, 2018 and is owned by Alderon (75%) and HBIS (25%).
- The Alderon, Kami LP, and Kami GP head office was located at Suite 1240–1140 West Pender St. Vancouver, British Columbia. The Kami Group of Companies outsourced the majority, if not all, of their administrative, management, legal and regulatory, finance, corporate development, information technology support and corporate communication functions to King & Bay West Management Corp. ("King & Bay").
- 6. King & Bay is owned and operated by certain former Directors of the Kami Group of Companies and is also located at Suite 1240–1140 West Pender St. Vancouver, British Columbia.
- 7. The Kami Group of Companies' primary secured lender was Sprott Private Resource Lending (Collector), LP ("Sprott") which was owed approximately \$19.4 million from the Debtors (the "Sprott Indebtedness") at the Date of Receivership. Sprott held security over all of the Debtors' present and after acquired personal property (the "Sprott Security").
- 8. On or around October 31, 2018, Alderon began pursuing a financing strategy to provide for the repayment of its outstanding loan facilities at that time and to secure sources of additional working capital to complete the development and construction of the Kami Project. On January 24, 2019, the Kami Group of Companies retained Scotiabank Capital Inc. ("Scotia Capital") to assist with its financing strategy and to engage in extensive efforts to market and sell the Kami Project, as further described herein.
- 9. On February 18, 2020, Alderon announced that it entered into a letter of intent ("LOI") with the Tunghsu Group Co., Ltd. (the "Investor") with respect to an investment transaction pursuant to which the Investor would acquire a 26% to 38% interest in Kami LP for consideration of between USD\$15 million and USD\$23 million. Funds received would, among other things, repay the Sprott Indebtedness. As a result of the LOI, Sprott extended the maturity date of its loan facility to March 31, 2020.

- 10. On March 26, 2020 Alderon announced that the Investor had terminated the investment transaction due to the volatility and uncertainty created by the COVID-19 pandemic. At this time, two directors of the Kami Group of Companies resigned.
- 11. On April 24, 2020, Sprott sent a letter to Kami LP and Kami GP to notify the Kami Group of Companies that they were in default of their obligations pursuant to the lending and subsequent forbearance agreements, demanded repayment of the loans and issued a notice of intention to enforce security pursuant to Section 244(1) of the *Bankruptcy and Insolvency Act*, RSC 1985, c B-3, as amended (the "**BIA**"). On April 28, 2020, Sprott issued a similar default notice, demands and a notice of intention to enforce security to Alderon (collectively the "**Demand Letters**").
- 12. On April 28, 2020, the remaining directors and officers of the Kami Group of Companies resigned, and the Kami Group of Companies ceased operating.
- 13. On May 12, 2020 Sprott directly received an offer to purchase the Kami Mine from an interested purchaser and such offer was supported by Sprott prior to the Court granting the Receivership Order.
- 14. On October 29, 2020, the First Report of the Receiver (the "First Report"), along with the confidential supplement to the First Report (the "Confidential Supplement"), was filed in support of the Sale Approval and Vesting Order (the "Sale and Vesting Order") which was issued on November 13, 2020, approving the sale of the Kami Property to Quebec Iron Ore Inc. and 12364042 Canada Inc. (collectively the "Purchaser").
- 15. On July 16, 2021, The Second Report of the Receiver (the **"Second Report**") was filed in support of the Claims Process Order, which was issued on August 13, 2021, directing the Receiver to solicit claims from all creditors and shareholders in respect of the Kami Group of Companies.
- 16. On April 26, 2022, the Third Report of the Receiver (the "Third Report") was filed in support of the Distribution Order, which was issued on May 25, 2022, directing the Receiver to pay the first and final distribution payment to all proven creditors. A copy of the Distribution Order is attached hereto as Appendix "A".
- 17. The Receivership Order, together with related Court documents, the Notice to Creditors, the First Report, the Second Report, the Third Report, and this Fourth report (the "**Fourth Report**") have been posted on the Receiver's website (the "**Receiver's Website**") at <u>www.insolvencies.deloitte.ca/en-ca/Kami</u>.
- 18. Unless otherwise provided, all other capitalized terms not defined in this Fourth Report are as defined in the Receivership Order, the First Report, the Second Report, and Third Report.

### Purpose

19. The purpose of this Fourth Report is to:

- a) Provide an update on the administration of the receivership since the Third Report; and
- b) Respectfully recommend that this Honourable Court make orders:
  - i. Approving the activities, fees, and disbursements of the Receiver as described in this Fourth Report, including, without limitation, the steps taken by the Receiver pursuant to the Receivership Order, and the fees of the Receiver's legal counsel;
  - ii. Approving the Receiver's Statement of Receipts and Disbursements for the period from June 17, 2020 to January 17, 2023 (the "**SRD**") attached hereto as **Appendix "B"**;

- iii. Approving the full disallowances issued by the Receiver for the claims made against Kami LP and Alderon as described in paragraphs 28 through 30 of this Fourth Report;
- iv. Approving the first interim distribution to shareholders attached hereto as Appendix "C" and the anticipated second interim distribution to shareholders as described in paragraphs 31 through 37 of this Fourth Report; and
- v. Providing such further or other relief that the Court considers just and warranted in the circumstances.

#### Terms of reference

- 20. In preparing this Fourth Report, the Receiver has relied upon unaudited financial information prepared by the Debtors' management ("Management"), the Debtors' books and records, and discussions with Management. The Receiver has not audited, reviewed or otherwise attempted to verify the accuracy or completeness of the information in a manner that would wholly or partially comply with Generally Accepted Assurance Standards pursuant to the *Chartered Professional Accountants Canada Handbook* and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the information. The Receiver may refine or alter its observations as further information is obtained or brought to its attention after the date of this Fourth Report.
- 21. The Receiver assumes no responsibility or liability for any loss or damage occasioned by any party as a result of the circulation, publication, reproduction, or use of this Fourth Report. Any use, which any party makes of this Fourth Report, or any reliance or decision to be made based on this Fourth Report, is the sole responsibility of such party.
- 22. All dollar amounts in this Fourth Report are in Canadian dollars, unless otherwise indicated.

### **Receiver's Activities**

23. Since the Third Report, the Receiver has undertaken and performed the following activities:

- a) Corresponded with various creditors, stakeholders, and interested parties with respect to the receivership proceedings and the established claims process;
- b) Issued the first and final distribution to all proven creditors pursuant to the Distribution Order;
- c) Addressed insurance matters;
- d) Corresponded with Metso Outotec Canada Inc. (formerly, Metso Minerals Canada Inc.) ("Metso") on several occasions, with respect to the Kami Group of Companies' assets in Metso's possession as further discussed in paragraphs 25 through 27 of this Fourth Report;
- e) Corresponded with interested parties regarding certain crown land titles held by Kami;
- f) Corresponded with various investment brokerages on several occasions with respect to their registered shareholdings of Alderon;
- g) Corresponded with various shareholders on numerous occasions with respect to their shareholdings of Alderon;
- h) Responded to queries from the Canada Revenue Agency ("CRA") regarding the Kami Group of Companies' Goods and Services Tax ("GST");

- i) Addressed post-receivership GST matters;
- j) Corresponded with McInnes Cooper, the Receiver's legal counsel, from time to time on various legal matters relating to the receivership administration;
- k) Drafted, reviewed and finalized this Fourth Report; and
- Addressed additional matters of both a general and specific nature as they arose from time to time, not referred to above.

## **Creditor Claims**

- 24. On June 7, 2022, the Receiver issued the first and final distribution payments to proven creditors pursuant to the Distribution Order.
- 25. As previously discussed in paragraphs 35 through 40 in the Third Report, the Metso secured claim totalling approximately USD\$5.1 million against each of Kami LP, Kami GP, and Alderon, respectively, was in dispute. On November 16, 2022, the dispute was settled by way of the Release and Settlement Agreement, attached hereto as **Appendix "D"**.
- 26. Pursuant to paragraph 2 and 3 of the Release and Settlement Agreement, Metso paid the Receiver \$100,000 in consideration for clear and uncontested title to the autogenous grinding and regrinding ball mills more particularly described in the attached Voluntary Surrender and Taking in Payment Agreement (the "Metso Equipment") and the Receiver has:
  - a) executed the attached Voluntary Surrender and Taking in Payment Agreement (the "Agreement");
  - b) voided the Notice of Disallowance dated March 10, 2022 with respect to Metso's claims in relation to the Metso Equipment;
  - c) confirmed its acceptance of Metso's proof of claims with respect to the Metso Equipment; and
  - d) confirmed that all actions with respect to the Notice of Disallowance dated March 10, 2022, are discontinued.
- 27. Furthermore, pursuant to Paragraph 6.1 of the Agreement, Metso's debt is extinguished in whole and Metso no longer has a claim against the Kami Group of Companies.
- 28. As previously discussed in paragraph 33 in the Third Report, CRA filed one (1) claim against Alderon and one (1) claim against Kami LP. CRA's claims against Alderon and Kami LP were a result of CRA reversing previously claimed GST input tax credits ("ITC's") related to Alderon and Kami LP creditors that were not actually paid.
- 29. It is the Receiver's view that as a result of all creditors now being paid in full, all ITC's previously claimed by Kami LP and Alderon are valid and, consequently, CRA no longer has a claim against Kami LP and Alderon. Copies of the Proofs of Claim and Notices of Disallowance with respect to Kami LP and Alderon are attached hereto as **Appendix "E"** and **"F"**, respectively. The Receiver did not receive any Notices of Dispute from CRA within the 14-day NOR dispute period.
- 30. Accordingly, the Receiver respectfully recommends that this Honourable Court make Orders approving the disallowances issued by the Receiver in respect of the CRA claims made against Alderon and Kami LP.

## Shareholder Distribution

- 31. The Receiver maintains the view that shareholder distributions will be based on the 141,728,139 shares issued as at the Record Date, as discussed in further detail in paragraphs 43 through 51 of the Third Report.
- 32. The first interim distribution to be paid to each shareholder is set out in Appendix "C".
- 33. The Receiver intends to hold back the amount of \$500,000 (the "**Reserved Funds Holdback**") for the ongoing administration of these receivership proceedings.
- 34. As discussed in the Second and Third Reports, the TSX register indicated that there were approximately 136 shareholders holding less than 50 shares resulting in a distribution of less than \$10 for each of those shareholders. The Receiver proposed in its Second Report to adopt the materiality guideline set out in Directive 18 of the BIA with respect to those 136 shareholders and not make any distribution of less than \$10. The materiality guideline was approved by the Court. However, there are seven (7) shareholders that will not receive a distribution equal to or greater than \$10 until the Receiver makes the third and final distribution to the shareholders. Accordingly, the Receiver proposes to hold back a total of \$137 from the first and second distribution to shareholders (the "Shareholder Holdback") such that these seven (7) shareholders will receive funds upon the Receiver making the third and final shareholder distribution.
- 35. As previously noted in the Third Report, the future payments to be paid to the Receiver by the purchaser are based on future production at the Kami Mine. The Receiver does not anticipate receiving any payments from the purchaser until late 2024 and the remaining payments in 2025. Therefore, the Receiver anticipates making three distributions to shareholders based on the terms of the APA. The first payment as noted herein, a second payment once the Receiver has accumulated funds of \$6.0 million (the purchaser is to make a payment to the Receiver each time the Production Payment totals \$2.0 million) and a third payment once the Receiver has received all the funds from the purchaser.
- 36. For efficiency purposes the Receiver is proposing that the first distribution to the shareholders and the proposed second distribution to the shareholders be approved by the Court concurrently. Accordingly, the Receiver respectfully recommends that this Honourable Court make orders approving:
  - a) The Reserved Funds Holdback;
  - b) The Shareholder Holdback; and
  - c) The distribution to the shareholders as set out in Appendix "C".
- 37. The Receiver will seek Court approval of the third and final distribution to the shareholders in due course.

### Fees and disbursements of the Receiver

- 38. The Receiver's professional fees are calculated based on hours spent at rates established by each professional based on their qualifications and experience.
- 39. The Receiver's fees and disbursements in relation to the administration of the Receivership, up to and including January 17, 2023, total approximately \$450,000 (excluding GST). This total comprises nine (9) interim invoices totalling approximately \$437,000 (excluding GST) and work-in-progress of approximately \$13,000 (excluding GST).
- 40. In the Receiver's opinion, the services rendered in respect of these fees and disbursements have been duly rendered in response to required and necessary duties of the Receiver hereunder and are reasonable in the circumstances. A summary of the invoices is attached hereto as **Appendix "G"**.

## Fees and disbursements of legal counsel

41. The Receiver's legal counsel's cumulative fees and disbursements on this matter total approximately \$216,000 (excluding GST) to January 17, 2023. The accounts of the Receiver's legal counsel are calculated based on hours spent at rates established by each professional based on their gualifications and experience. The Receiver is of the opinion that legal counsel's fees are reasonable and appropriate in the circumstances. A summary of the invoices is attached hereto as Appendix "H".

### Interim Statement of Receipts and Disbursements

42. The interim Statement of Receipts and Disbursements reflecting the administration of the receivership for the period from June 17, 2020 to January 17, 2023, attached hereto as Appendix "B", is summarized below.

	Kami Limited Kan Partnership Partn	ni General A er Limited	lderon Iron Ore Corp.	Total
Receipts	15,249,878	145	113,185	15,363,208
Disbursements	(4,604,997)	(145)	(113,182)	(4,718,324)
Estate balance as at January 17, 2023	10,644,881	0	3	10,644,884

43. Pursuant to the Receivership Order, the Receiver may borrow up to \$50,000 in aggregate without further Court approval. As at the date of this Fourth Report, the Receiver repaid its borrowings totalling \$25,000 that were previously advanced to fund the receivership proceedings.

### Conclusions and Recommendations

44. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the relief detailed in Section 19(b) of this Fourth Report and such further and other relief as this Honourable Court deems appropriate in the circumstances.

All of which is respectfully submitted at Calgary, Alberta this 23rd day of February 2023.

#### **DELOITTE RESTRUCTURING INC.,**

solely in its capacity as Court-appointed Receiver of Alderon, Kami LP, and Kami GP (as defined herein) and not in its personal or corporate capacity

Per: Ryan Adlington/CPA, CA, CIRP, LIT

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# Appendix "A"

#### 2020 01G 2883

#### IN THE SUPREME COURT OF NEWFOUNDLAND AND LABRADOR GENERAL DIVISION

### IN BANKRUPTCY AND INSOLVENCY

BETWEEN

SPROTT PRIVATE RESOURCE LENDING (COLLECTOR), LP

**APPLICANT** 

<u>AND:</u>

THE KAMI MINE LIMITED PARTNERSHIP

FIRST RESPONDENT

AND:

KAMI GENERAL PARTNER LIMITED

AND:

#### ALDERON IRON ORE CORP.

THIRD RESPONDENT

SECOND RESPONDENT

#### **DISTRIBUTION ORDER**

## BEFORE THE HONOURABLE JUSTICE MACDONALD THIS 25th DAY OF MAY, 2022.

UPON READING the Application of Deloitte Restructuring Inc. (the "Receiver"), in its capacity as the court-appointed receiver of all of the assets, undertakings and property of Alderon Iron Ore Corp. ("Alderon"), The Kami Mine Limited Partnership ("Kami LP"), and Kami General Partner Limited ("Kami GP") (collectively the "Companies") for an Order, *inter alia*, approving the distribution of funds to the creditors and shareholders of the Companies;

AND UPON READING the Third Report, and the material filed by counsel;

AND UPON HEARING Geoffrey Spencer on behalf of the Receiver;

IT IS THIS DAY ORDERED THAT:

#### Validation of Service

1. The time for service of the Application is hereby abridged, service of the Application is validated and further service of the Application is dispensed with.

#### **Distribution of Funds**

 The court hereby approves the distribution of funds to the proven creditors of the Companies as set out in Appendix "C" to the Third Report of the Receiver (the "Third Report"). Notwithstanding the foregoing, Metso Outotec Canada Inc. shall continue to

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办 Filed May 21, 2022 7,

have the right to dispute the Receiver's Notice of Disallowance with respect to the Metso claim.

## Approval of Activities, Fees and Disbursements

- 3. The activities, fees and disbursements of the Receiver as described in the Third Report are hereby approved including, without limitation, the steps taken by the Receiver pursuant to the Receivership Order, and the fees of the Receiver's legal counsel. Notwithstanding the foregoing, Metso Outotec Canada Inc. shall continue to have the right to dispute the Receiver's Notice of Disallowance with respect to the Metso claim.
- The Receiver's Statement of Receipts and Disbursements for the period from June 17, 2020 to April 25, 2022 attached to the Third Report as Appendix "B", is hereby approved.

DATED at St. John's, in the Province of Newfoundland and Labrador, this 25th day of May, 2022.

Court Officer

COURT OFFICER

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Kami et al | Fourth Report of the Receiver

# Appendix "B"

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#### IN THE MATTER OF THE RECEIVERSHIP OF KAMI LIMITED PARTNERSHIP, KAMI GENERAL PARTNER LIMITED, AND ALDERON IRON ORE CORP. COMBINED INTERIM STATEMENT OF RECEIPTS AND DISBURSEMENTS FOR THE PERIOD JUNE 17, 2020 TO JANUARY 17, 2023

Receipts		ni General ner Limited	Alderon Iron Ore Corp.	Total
•	15 000 000			15 000 000
Sale of assets - Cash Settlement	15,000,000 99,982			15,000,000 99,982
Sale of equipment	80,000			80,000
Interest	175,223		3	175,226
Rental income	6,957			6,957
GST/HST collected	1,043			1,043
Transfer of funds from related Estates	(113,327)	145	113,182	-
Total receipts	15,249,878	145	113,185	15,363,208
Disbursements				
Distribution to Creditors	3,696,558		113,036	3,809,594
Receiver's fees and costs	420,971		110,000	420,971
Legal fees/disbursements	215,830			215,830
Storage	152,493			152,493
GST Paid	39,627	7	7	39,641
Newspaper Ad	24,527	,	,	24,527
Auctioneer expense	15,500			15,500
Insurance	15,445			15,500
QST paid - operations	14,413			•
	•			14,413
Operating expenses HST/GST remitted	7,714			7,714
Mail Redirection	1,043	100	100	1,043
	139	139	139	416
Lease payments	302			302
Licence Fee	200			200
Other misc disbursements	147			147
Filing fees paid to Official Receiver	70			70
Bank charges	18			18
Total disbursements	4,604,997	145	113,182	4,718,324
Estate funds as at January 17, 2022	10,644,881	0	3	10,644,884

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# Appendix "C"

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IN THE MATTER OF THE RECEIVERSHIP OF THE KAMI GROUP OF COMPANIES SCHEME OF DISTRIBUTION TO PROVEN SHAREHOLDERS AS AT JANUARY 17, 2023 \$CAD

Shareholder	Kami Limited	Partnership	Kami General Pa Shareholdings	rtner kimited	Ald	eron Tron Ore Co Shareholdings	np. 1st Interim
ente di sente de l'acception de la sente	(%)	Total (\$)	(%)	Total (\$)	(units)	(%)	Distribution
Kami General Partner Limited	0.001%	101.14					
Alderon Iron Ore Copr.	74.999%	7,585,510.52	75.000%	75.86			
HBIS International Holdings (Canada) Co. Ltd.	25.000%	2,528,537.22	25.000%	25.29			

laywood Securities Inc.	43,274,415	30.53%	2,316,138.1
BIS International Holdings Luxembourg Co. SARL	25,858,889	18.25%	1,384,022.3
Scotia Capital Inc.	9,782,754	6,90%	523,593.6
aywood Securities Inc.	9,398,727	6.63%	503,039.7
D Waterhouse Canada Inc.	9,157,085	6.46%	490,105.5
IBC World Markets	8,579,371	6.05%	459,186.0
MO Nesbitt Burns Inc.	8,044,501	5.68%	430,558.6
BC Dominion Securities	7,747,685	5.47%	414,672.4
ideilty Clearing Canada ULC	4,589,977	3.24%	245,665.2
EPOSITORY TRUST COMPANY	3,923,500	2.77%	209,994.0
IBF INC	2,568,245	1.81%	137,457.9
ALEURS MOBILIERES DESJARDINS	2,294,442	1.62%	122,803.3
redential Qtrade Securities Inc.	1,254,526	0.89%	67,144,8
AN ROBERT ASHBY	886,190	0.63%	47,430.
HE BANK OF NOVA SCOTIA	712,000	0.50%	38,107.1
UESTRADE INC.	596,073	0.42%	31,903.0
TTIBANK CDA - CLIENT	519,298	0.37%	27,793.9
IBC Mellon (COMO)	500,307	0.35%	26,777.4
EDE & CO	473,547	0.33%	25,345.
I Financial Corp	392,087	0.28%	20,985.3
OYAL BANK OF CDA-TOR (CLIENT)	309,205	0.22%	16,549.
F Securities Clearing		0.22%	12,066.
-	225,447		
ANACCORD GENUITY CORP.	132,565	0.09%	7,095.
BS SECURITIES INC	123,159	0.09%	6,591.
NTERACTIVE BROKERS CANADA INC	79,450	0.06%	4,252.
IANULIFE SECURITIES INC.	76,222	0.05%	4,079.
EEDE JONES GABLE INC.	62,704	0.04%	3,356.
ROFT HOLDING CORPORATION	37,500	0.03%	2,007.
TATE STREET TRUST (CLIENT)	30,019	0.02%	1,606.
DLUM BROWN	22,375	0.02%	1,197.
DWARD JONES	21,632	0.02%	1,157.
OYAL BANK - EUROCLEAR	7,500	0.01%	401.
LBERTA TREASURY BRANCHES	5,464	0.00%	292,
IERRILL LYNCH CDA INC	5,215	0.00%	279.
LOBAL CAPITAL GROUP LTD	4,687	0.00%	250.
ISCAR YOKOI	4,334	0.00%	231.
NTERNATIONAL MINERAL RESOURCES LTD	4,000	0.00%	214.
AIRD RICE	3,500	0.00%	187.
AIRD RICE	3,450	0.00%	184.
COTTISH HOLDINGS LTD	2,778	0.00%	148.
OLIN LEECH PORTER	2,000	0.00%	107.
/, D, LATIMER CO, LTD.	1,949	0.00%	104.
ANQUE LAURENTIENNE - VMBL	1,800	0.00%	96,
AYMOND JAMES LIMITED	1,350	0.00%	72.
OMMY PLAMONDON	1,201	0.00%	64.
IATTHIAS HAMMER	1,000	0.00%	53.
/EST CANADA DEPOSITORY TRUST	798	0.00%	42.
IACKIE RESEARCH CAPITAL CORP.	598	0.00%	32.
lexandre Levesque	400	0.00%	21.
ICDERMID ST LAWRENCE	350	0.00%	18.
NAVEST INTERNACIONAL S A	316	0.00%	16.
RANDON HYNES	200	0.00%	10.
DCELYN TREMBLAY	200	0.00%	10
	200		
JCAS HYNES		0.00%	10
	160	0.00%	-
LPF & S CUST FBO MICHAEL DICARLO IRRA	140	0.00%	
LPF & S CUST FBO JOHN DICARLO IRRA	122	0.00%	
	118	0.00%	•
NDSAY KIRKLAND	50	0.00%	-
ARBARA E ROMANO	37	0.00%	
HUNGTO HO	29	0.00%	
NTHONY M C VOGELAAR	15	0.00%	
ENRY WONG & LUCY L	14	0.00%	•
ANIEL O'BAR & BARBARA	11	0.00%	-
EORGE WALLIS	11	0.00%	-
OBERT BARSANTI & MARGARET	8	0.00%	
DSEPH P MONACO	7	0.00%	
IAMDOUH I FARID & WADIA	7	0.00%	

IN THE MATTER OF THE RECEIVERSHIP OF THE KAMI GROUP OF COMPANIES SCHEME OF DISTRIBUTION TO PROVEN SHAREHOLDERS AS AT JANUARY 17, 2023 \$CAD

Shareholder Kami Limited Partnership Kami General Partner Limited		Mdorov T	on Ora Ca	
Shareholder         Kami Limited Partnershiv         Kami General Partner Limited           Shareholdings         Shareholdings         Shareholdings           (%)         Total (\$)         (%)         Total (\$)	Shareholdi (units)		holdings %)	1st Interim Distribution
RICHARD TISCHLER	(units)	7	0.00%	-
WILLIAM HEINRICHS Anthony & Josephine Agrillo		7 6	0.00% 0.00%	-
NANCY NEUMANN		6	0.00%	-
John J. Maggiacomo Jr		5	0.00%	-
BIAGGIO MENDOLIA DIXIE TALLEY		4 4	0.00% 0.00%	-
ERIC P SOMMERS		4	0.00%	-
JAN VANZLY BACHMAN & VALENTINE		4	0.00%	-
JANICE LIM JEANNE-MARIE FUCHILA		4 4	0.00% 0.00%	-
JEFFREY BLATT		4	0.00%	-
Joseph Agrillo		4	0.00%	-
MICHAEL TUNG PETER COTRONEO & CATHERINE		4 4	0.00%	-
RICHARD M MILLER & JO ANNE		4	0.00%	-
WILLIAM H KISSAM		4	0.00%	-
LORAN FRAME & JEANNIE ROBBYE J LAMBERT		3 3	0.00% 0.00%	-
SUSAN THOMPSON & WILLIAM		3	0.00%	
AMEDEO GABRIELLI		2	0.00%	-
ARMANDO GABRIELLI BARRY RALPH		2 2	0.00%	-
BOB G GREER & SUSAN		2	0.00%	-
BRUCE A GORDON		2	0.00%	-
CHARLES W RICHMOND & KAREN B		2 2	0.00% 0.00%	
COMPUTERSHARE INVESTOR SERVICES INCOTF DANIEL T DOOLAN & JAIME A		2	0.00%	-
DAVID CONWAY JR		2	0.00%	-
Dominic and Josephine A. Mazzotta		2 2	0.00%	-
FIRST SOUTHWEST COMPANY FRANCES UNDERWOOD & JOSEPH		2	0.00% 0.00%	-
FRANK R ABBOTT		2	0.00%	-
GABRIEL PETER RODRIGUES		2	0.00%	-
GREGORY E SCHWARTZ JAMES J CHOATE & THOMAS		2 2	0.00% 0.00%	-
JEREMY PATRICK WHITE	,	2	0.00%	-
KEVIN T DACANAY		2	0.00%	-
LYNDAL PIERSON HENDRICKS MARGARET L KILLOUGH TR MARGARET L		2 2	0.00% 0.00%	-
MARGARET L MORBY		2	0.00%	-
MARY ALICE RUTKOWSKI		2	0.00%	-
MATTHEW B MEIER MICHAEL DEBENEDETTO		2 2	0.00% 0.00%	-
MICHAEL E DIAMENTINI & EDWARD P		2	0.00%	-
RICHARD WHALEY & JUDY		2	0.00%	-
ROBERT W KAIB & PEGGY C STANLEY T SEKI & JEAN		2 2	0.00% 0.00%	-
VERONICA ALLOCCA		2	0.00%	-
WANDA K WONG		2	0.00%	*
ALBERT SHEN ANDREW M MILLER & RONALD		1 1	0.00% 0.00%	-
ANTOINETTE BAGNASCO		1	0.00%	-
BERND E FRAZIER & LYNNE M		1	0.00%	-
BIKRAMJIT B S BAJWA BILL LOWE & MRS PHYLLIS		1 1	0.00% 0.00%	-
BOK H LEE & MYE		1	0.00%	-
BOND STREET INTERNATIONAL		1	0.00%	-
CAROL A RUSSO CATHERINE INGRILLI		1 1	0.00% 0.00%	-
CECILE M SPRINGER		1	0.00%	-
CECILIA A SGRO EXEC EST OF JOHN P GILLEN		1	0.00%	-
CLYDE HORACE CARRINGTON & BRENT E		1 1	0.00% 0.00%	-
DANIEL BARR & CHRISTINE DANNY P CORPAC		1	0.00%	-
DEBRA SUTHERLAND		1	0.00%	-
DELAINE LEWIS & JULAYNE		1 1	0.00% 0.00%	-
DIANE O'BRIEN & CHARLES DOLORES F RANKIN		1 1	0.00%	-
EARLE KOPS		1	0.00%	-
EILEEN A MILITO		1 1	0.00% 0.00%	-
FELICE VINCENT MINUCCI GEORGE PERRY		1	0.00%	-
HAROLD P TORTORIELLO & VIRGINIA		1	0.00%	-
HARRY SEKIGAHAMA		1	0.00%	-

IN THE MATTER OF THE RECEIVERSHIP OF THE KAMI GROUP OF COMPANIES SCHEME OF DISTRIBUTION TO PROVEN SHAREHOLDERS AS AT JANUARY 17, 2023 \$CAD

Shareholder Kami Limited Partnership Kami General Partner Limited Shareholdings Control Shareholdings		aron fron fore co Shareholdings	1st Interim
(%) Total (\$) (%) Total (\$)	(units)	(%)	Distribution
HOWARD S CHIN & JANE L	1	0.00%	-
J CLAIRE CALVO & FRANK	1	0.00%	-
JAMES E KRAUSE	1	0.00%	-
JAMES G DOHERTY & BRENDA	1	0.00%	
JEAN CAPETOLA & DOLORES	1	0.00%	-
JENNY CHIEN	1	0.00%	-
JOANNA KULBIEDA & ZBIGNIEW	1	0.00%	-
JOHN HALL	1	0.00%	-
JON LOOMIS	1	0.00%	-
KATHLEEN C SAXBY	1	0.00%	-
KIMS THOMAS	1	0.00%	-
KURT W BARICH & TEDDIE	1	0.00%	-
LAUREN CAPETOLA & DOLORES	1	0.00%	-
LEONARD PERRY	1	0.00%	-
LEROY J VIERRA & KAREN	1	0.00%	*
LISA FENIMORE	1	0.00%	-
LORRAINE PRASCH	1	0.00%	-
MAJENDIE SECURITIES LTD	1	0.00%	-
MARGARET J HAWKINS	1	0.00%	-
MARSHA BART	1	0.00%	-
MARTHA BRIMER	1	0.00%	-
MIAWLIN JAP	1	0.00%	-
MICHAEL E DIAMENTINI	1	0.00%	~
MICHELE CAPETOLA & DOLORES	1	0.00%	-
MILTON IHRIG & WILADEAN	1	0.00%	-
PATRICIA C FARRAR	1	0.00%	-
PATRICK F BRADLEY	1	0.00%	-
PATRICK J DEBENEDETTI & LOIS	1	0.00%	
PAUL WAGNER	1	0.00%	-
PEDER CARL NEES	1	0.00%	-
RENATO T CAOILI & FELY V	1	0.00%	-
RICHARD J ARMUSEWICZ	1	0.00%	-
RICHARD J ROMANO	1	0.00%	-
RICHARD KASDEN	1	0.00%	-
ROBERT D FENILI JR	1	0.00%	-
ROBERT RYAN	1	0.00%	-
ROBERT W LANE	1	0.00%	-
SARAH BERTUCCI & VICTOR	1	0.00%	-
SEAN GRIFFIN	1	0.00%	-
SUZANNE BENDER & RICHARD D	1	0.00%	-
SUZANNE SONSKY & DAVID	1	0.00%	-
TERRY SPITZ	1	0.00%	-
THE BANK OF NEW YORK MELLON MELLON	1	0.00%	-
THERESA MANINGO & JOSEPH	1	0.00%	-
THOMAS E MORRISSEY & MELISSA	1	0.00%	-
THOMAS WAUNSCH & LINDA	1	0.00%	-
VICTOR VAN BORKULO	1	0.00%	-
WILLIAM F PELLEGRINO	1	0.00%	-
WILLIAM J MCCLUSKEY & DOROTHY C	1	0.00%	-
WILLIAM LEE	1	0.00%	-
WILLIE WARRENS	1	0.00%	-
		,	7,585,538.57

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## Appendix "D"

© Deloitte LLP and affiliated entities.

# **Deloitte**.

Deloitte Restructuring Inc. 700, 850 - 2 Street SW Calgary AB T2P 0R8 Canada

Tel: 403-267-0501 Fax: 403-718-3681 www.deloitte.ca

Langlois Avocats 1250 boul René-Lévesque Ouest 20e étage Montréal, QC H3B 4W8

ATTN: Valerie Di Lena / Eugénie Lefebvre / Isabelle Desharnais

**VIA EMAIL:** Valerie.DlLena@langlois.ca / eugenie.lefebvre@langlois.ca / isabelle.desharnais@langlois.ca

December 12, 2022

Dear Madam:

#### Re: The Kami Mine Limited Partnership, Kami General Partner Limited, Alderon Iron Ore Corp. (the "Kami Group of Companies") in Receivership

Pursuant to Paragraph 2 and 3 of the Release and Settlement Agreement dated November 16, 2022, Metso Outotec Canada Inc. ("**Metso**") has agreed to pay the Receiver \$100,000 in consideration for clear and uncontested title to the autogenous grinding and regrinding ball mills more particularly described in the attached Voluntary Surrender and Taking in Payment Agreement (the "**Metso Equipment**") and the Receiver has:

- executed the attached Voluntary Surrender and Taking in Payment Agreement (the "Agreement");
- volded the Notice of Disallowance dated March 10, 2022 with respect to Metso's claims in relation to the Metso Equipment;
- 3) confirmed its acceptance of Metso's proof of claims with respect to the Metso Equipment; and
- 4) confirmed that all actions with respect to the Notice of Disallowance dated March 10, 2022 are discontinued.

Furthermore, pursuant to Paragraph 6.1 of the Agreement, Metso's debt is extinguished in whole and Metso no longer has a claim against the Kami Group of Companies.

Yours sincerely,

#### **Deloitte Restructuring Inc.**

solely in its capacity as Court-appointed Receiver and Manager Of the Kami Group of Companies (as defined herein), And not in its personal capacity

Per: Zayto

Ryan Adlington, CA, CPA, CIRP, LIT

Member of Deloitte Touche Tohmatsu Limited

#### RELEASE AND SETTLEMENT AGREEMENT

BETWEEN: METSO OUTOTEC CANADA INC., a corporation duly incorporated under the Canada Business Corporations Act,, having its head office at 795, George-V Avenue, Montreal, province of Quebec, H8S 2R9 herein represented by Jonathan Lowe duly authorized for the purposes hereof:

("Metso")

AND: **DELOITTE RESTRUCTURING INC.**, a corporation duly incorporated under the *Canada Business Corporations Act*, having its head office at 200-8 Adelaide Street West, Toronto, province of Ontario, M5H 0A9;

(the "Receiver")

AND: THE KAMI MINE LIMITED PARTNERSHIP, a partnership constituted under the Limited Partnership Act (Ontario), having its head office at 1240-1140 West Pender Street, Vancouver, province of British-Columbia, V6E 4G1, through its general partner, KAMI GENERAL PARTNER LIMITED, a corporation duly incorporated under the Business Corporations Act (Ontario), having its head office at 3400-22 Adelaide Street West, Toronto, province of Ontario, M5H 4E3, herein represented by the Receiver;

("Kami Mine")

AND: KAMI GENERAL PARTNER LIMITED, a corporation duly incorporated under the Business Corporations Act (Ontario), having its head office at 3400-22, Adelaide Street West, Toronto, province of Ontario, M5H 4E3, represented herein by the Receiver;

("Kami General Partner")

AND: ALDERON IRON CORP., a corporation duly incorporated under the *Business Corporations Act* (British-Columbia), having its head office at 1240-1140, West Pender Street, Vancouver, province of British-Columbia, V6E 4G1, herein represented by the Receiver;

("Alderon")

(Kami Mine, Kami General Partner and Alderon are hereinafter collectively designated as the "Companies")

WHEREAS on or about August 8, 2013, Kami Mine and Metso executed a purchase order relating to an installment sale (No. KAMI-WPO-POD-MS0002), as subsequently amended and

revised from time to time, (the "**Purchase Order**"), pursuant to which Kaml Mine ordered, from Metso one dual pinion autogenous grinding mill bearing tag number K230-MIL-0001 and one dual pinion regrind ball mill bearing tag number K250-MIL-0001, as further described in Voluntary Agreement appended hereto as Appendix A (collectively, the "**Metso Equipment**");

WHEREAS on or about February 5 and 12, 2016, Metso registered a reserve of ownership resulting from an installment sale with respect to the Metso Equipment in the Québec Register of Personal and Movable Rights under number 16-0121717-001 (the "Reserve of Ownership");

WHEREAS on or about June 17, 2020, the Supreme Court of Newfoundland and Labrador appointed the Receiver as the receiver of all of the assets, undertakings, and property of the Companies as per the Receivership Order in court docket number 2020 01G 2883;

WHEREAS on November 13, 2020, a Sale Approval and Vesting Order was issued by this Court approving the sale of certain assets of the Companies (the "Kami Assets") to Quebec iron Ore Inc. and 12364042 Canada Inc.;

WHEREAS on April 1, 2021, the sale of the Kami Assets was concluded and the sale proceeds were paid to the Receiver;

WHEREAS on or about August 13, 2021, the Supreme Court of Newfoundland and Labrador issued a Claims Process Order, directing the Receiver to solicit claims from all creditors and shareholders in respect of the Companies;

WHEREAS on or about November 30, 2021, Metso filed three (3) proofs of secured claims against the Compagnies (Metso 001, Metso 002 and Metso 003) for an amount totaling approximately USD\$5.1 million including fees incurred by Metso to store the Mesto Equipment (collectively, the "Metso Claim");

WHEREAS on or about March 7, 2022, the Receiver issued a Notice of Revision or Disallowance by which it disallowed the Metso Claim in its entirety;

WHEREAS on or about March 30, 2022, Metso filed a Notice of Dispute with the Receiver;

WHEREAS on or about May 13, 2022, the Receiver filed an Interlocutory Application with the Supreme Court of Newfoundland and Labrador seeking, *inter alia*, court approval of the disallowance of the Metso Claim;

WHEREAS on or about May 18, 2022, Metso filed an Originating Application for Forced Surrender and Taking Back Property of the Metso Equipment against the Companies and the Receiver in the Quebec Superior Court docket number 500-17-121076-221 (the "Québec Application");

AND WHEREAS the Receiver, the Companies and Metso (collectively, the "Parties") have agreed to settle the issues and disputes as between themselves without admission, and the Parties wish to record the terms of their settlement in this Agreement;

**NOW THEREFORE** for and in consideration of good and valuable consideration given by each of the Parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by each party), the Parties hereby, acknowledge, confirm, covenant and agree as follows:

- 1. The preamble forms an integral part of the present Release and Settlement Agreement.
- 2. Metso agrees pay to the Receiver a total sum of \$100,000.00 CDN (the "Settlement Funds"), in capital, interests and fees, in consideration of a clear and uncontested title to the Metso Equipment, as further set out herein.
- 3. In consideration of the payment of the Settlement Funds set forth in paragraph 2, the Receiver will execute the Voluntary Surrender and Taking in Payment Agreement (attached hereto as **Appendix A**) on behalf of itself and the Companies, void its creditor notice of disallowance regarding the Metso Claim and confirm its acceptance of Metso's proof of claims.
- 4. In consideration of and pursuant to the completion of the steps set out in sections 2 and 3 of the present Release and Settlement Agreement, the Receiver, the Companies and Metso will hereby grant one another, and their respective successors, assigns, officers, directors, shareholders, agents, mandataries, insurers, representatives, employees, holding companies, subsidiaries, parent corporations, related entities and affiliates, a full and final release and discharge of and from any and all claims, demands, causes of actions, actions, recourses, pursuits or proceedings of any kind or nature whatsoever, howsoever arising, past, present or future, that existed, exist or may exist relating directly or indirectly to the purchase, title, storage and/or ownership of the Metso Equipment, or the overall commercial relationship between the Parties. Metso further undertakes to not oppose the Receiver's proposed distribution of funds to the shareholders of the Companies.
- 5. In consideration of and pursuant to the completion of the steps set out in sections 2, 3 and 4 of the present Release and Settlement Agreement, Metso will file a discontinuance in the Québec Application, with each party thereto agreeing to renounce costs.
- 6. The Parties agree to execute such further and other documents and take such further and other steps as may reasonably be required to give effect to the terms of this Release and Settlement Agreement.
- 7. This Release and Settlement Agreement may be executed in counterparts and delivered by fax transmission or by transmission in PDF or similar electronic document or format, each of which will be deemed an original, but all of which, when taken together, shall be deemed to be one and the same.
- 8. This Release and Settlement Agreement shall be interpreted in accordance with the laws of the Province of Newfoundland and Labrador and the laws of Canada applicable therein and the Parties hereby irrevocably attorn to the jurisdiction of the Newfoundland and Labrador court.

### IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED:

November , 2022

METSO OUTOTEC CANADA INC.

Jonathan Lowe (Nov 11, 2022 11:44 EST)

By : Jonathan Lowe

November <u>16</u>, 2022

**DELOITTE RESTRUCTURING INC.** 

By : Ryan J Addington DELOITTE RESTRUCTURING INC., solely in its capacity as Court-appointed Receiver and Manager of the Kami Group of Companies (as defined herein), without personal or corporate liability

November <u>16</u>, 2022

November <u>16</u>, 2022

THE KAMI MINE LIMITED PARTNERSHIP

19

By : Ryan J Adiington DELOITTE RESTRUCTURING INC., solely in its capacity as Court-appointed Receiver and Manager of the Kami Group of Companies (as defined herein), without personal or corporate liability KAMI GENERAL PARTNER LIMITED

By : Ryan J & diington DELOITTE RESTRUCTURING INC., solely in its capacity as Court-appointed Receiver and Manager of the Kami Group of Companies (as defined herein), without personal or corporate liability

November <u>16</u>, 2022

ALDERON IRON ORE CORP.

By : Ryan JÁdlington DELOITTE RESTRUCTURING INC., solely in its capacity as Court-appointed Receiver and Manager of the Kami Group of Companies (as defined herein), without personal or corporate liability

Schedule A

Voluntary Surrender Agreement

13778518v1

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#### CANADA PROVINCE OF QUEBEC REGISTER OF PERSONAL AND MOVABLE REAL RIGHTS

VOLUNTARY SURRENDER AND TAKING IN PAYMENT AGREEMENT (the "Agreement")

BETWEEN: **METSO MINERALS CANADA INC**, a corporation constituted under the *Canada Business Corporations Act*, having its head office at 795, George-V Avenue, Montreal, province of Quebec, H8S 2R9, represented herein by Jonathan Lowe, duly authorised as stated;

(Hereinafter designated as the "Creditor");

AND: DELOITTE RESTRUCTURING INC., a corporation constituted under the Canada Business Corporations Act, having its head office at 200-8, Adelaide W Street, Toronto, province of Ontario, M5H 0A9;

(Hereinafter designated as the "Receiver");

AND: THE KAMI MINE LIMITED PARTNERSHIP, a partnership constituted under the Limited Partnerships Act (Ontario), having its head office at 1240-1140, West Pender Street, Vancouver, province of British-Columbia, V6E 4G1, through its general partner KAMI GENERAL PARTNER LIMITED, a corporation constituted under the Business Corporations Act (Ontario), having its head office at 3400-22, Adelaide Street West, Toronto, province of Ontario, M5H 4E3, represented herein by the Receiver, duly authorised by the Receivership Order;

(Hereinafter designated as "Kami Mine")

AND: KAMI GENERAL PARTNER LIMITED, a corporation constituted under the Business Corporations Act (Ontario), having its head office at 3400-22, Adelaide Street West, Toronto, province of Ontario, M5H 4E3, represented herein by the Receiver, duly authorised by the Receivership Order

(Hereinafter designated as "Kami General Partner")

AND: ALDERON IRON ORE CORP., a corporation constituted under the *Business Corporations Act* (British-Columbia), having its head office at 1240-1140, West Pender Street, Vancouver, province of British-Columbia, V6E 4G1, represented herein by the Receiver, duly authorised by the Receivership Order

(Hereinafter designated as "Alderon")

(Kami Mine, Kami General Partner and Alderon are hereinafter collectively designated as the "Debtors");

WHEREAS Kami Mine and the Creditor entered into a purchase Order (No. KAMI-WPO-POD-MS0002) on August 8, 2013, as amended and revised from time to time, namely by Revision

no. 1 dated February 12, 2014, Revision no. 2 dated May 14,2014 and an Amendment dated November 13, 2014 (hereinafter the "**Purchase Order**"), pursuant to which the Debtors ordered autogenous grinding and regrinding ball mills from the Creditor (hereinafter the "**Property**"), as more fully described in article 5 herein and in the Prior Notice (as this term is hereinafter defined);

WHEREAS pursuant to the Purchase Order, a reservation of ownership was registered by the Creditor, as vendor, against each of the Debtors, as purchasers, with respect to the Property, as more fully detailed in the registration published at the Register of Personal and Movable Real Rights (hereinafter the "RPMRR") on February 5, 2016 under number 16-0097207-0001, which registration was subject to a rectification published on February 12, 2016 under number 16-0121717-0001 (hereinafter the "Reservation of Ownership").

WHEREAS the Debtors are in default towards the Creditor, in that they have failed to pay the outstanding balance owed to the Creditor pursuant to the Purchase Order, as well as the outstanding storage invoices issued by the Creditor since November 2019 pursuant to the Purchase Order (hereinafter the "Storage Invoices"), which Storage Invoices are more fully describes in the Prior Notice (as this term is hereinafter defined);

WHEREAS as of May 22, 2020, the Debtors indebtedness towards the Creditor, pursuant to the Purchase Order and the outstanding Storage Invoices, was in the aggregate of USD \$4,002,945.35, representing an amount of CAD \$5,610,127.91 as per the Bank of Canada applicable exchange rates as of May 22, 2020, plus interests accrued and accruing thereof, as well as fees, costs and adjustments when determined by the Creditor, as more fully detailed in the Prior Notice (as this term is hereinafter defined) (hereinafter the "Debt");

WHEREAS a prior notice of the intention to take back the Property and of the exercise of hypothecary rights of taking in payment dated June 3, 2020 (hereinafter the "Prior Notice") was served to the Debtors by the Creditor, which Prior Notice is attached hereto as Schedule A and made part hereof;

WHEREAS a receivership order has been issued by the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency on June 17, 2020 (hereinafter the "Receivership Order"), pursuant to which Deloitte Restructuring inc. was appointed as receiver of all assets, undertakings and property of the Debtors;

WHEREAS the Debtors did not remedy to the contraventions and defaults mentioned in the Prior Notice within the twenty (20) days delay provided in such Prior Notice and have no intention to do so, since all of their assets are under the Receiver's control in accordance with the Receivership Order;

WHEREAS a claim process order has been issued by the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency on August 13, 2021 (hereinafter the "Claim Process Order"), authorizing the Receiver to conduct the claim processes as approved and detailed in the Claim Process Order;

WHEREAS the Creditor submitted its proofs of claim form on November 30, 2021, as a secured creditor for an amount of USD \$5,101,103.01 (hereinafter the "Creditor's Proofs of claim");

WHEREAS the Creditor's Proofs of claim were initially disallowed by the Receiver on March 17, 2022;

WHEREAS the Creditor filed 3 creditor notices of dispute on March 23, 2022;

WHEREAS the Creditor has filed a motion to take back the Property and take it in payment at Montréal Superior Court docket number 500-17-121076-221 following the Prior Notice;

WHEREAS the Receiver and the Creditor have agreed to a full settlement regarding the Property, which includes the execution of the present voluntary surrender agreement regarding the Property;

WHEREAS the Parties wish to enter into this Agreement under the terms and conditions contained herein.

#### CONSEQUENTLY, THE PARTIES AGREE AS FOLLOW:

#### 1 <u>PREAMBLE</u>

1.1 The preamble is an integral part of this Agreement.

#### 2 DEFAULTS

2.1 The Receiver and the Debtors acknowledge that the Debtors are in default towards the Creditor pursuant to the Purchase Order and the Storage Invoices and that the defaults and contraventions referred to in the Prior Notice, as well as any subsequent default or contravention that may have occurred since, have not been remedied to and will not be;

### 3 VOLUNTARY SURRENDER FOR TAKING IN PAYMENT

3.1 The Receiver hereby consents to voluntarily return the Property to the Creditor and it is understood by all parties that the present Agreement constitutes for all purposes the act of voluntary surrender in accordance with article 2764 of the *Civil Code of Quebec*, which voluntary surrender is binding upon the parties as of the signature date of the Agreement.

#### 4 TAKING IN PAYMENT

4.1 The present Agreement also constitutes an act voluntarily made by the Receiver in favour of the Creditor and accepted by the latter for the purpose of taking the Property in payment in accordance with article 2781 of the *Civil Code of Quebec* and therefore constitutes for all purposes the Creditor's title of ownership of the Property.

#### 5 DESIGNATION OF PROPERTY

5.1 The Property described in the Purchase Order and the Prior Notice, and voluntarily surrendered by the Receiver and taken in payment by the Creditor in accordance with the terms and conditions herein is the following:

One Dual Pinion Autogenous Grinding Mill Including:

-Shell, heads and detachable trunnions with liners, trunnion bearings, and required baseplates;

-Feed chute arrangement including metal-lined rock box, trolley with both front-back and lateral movement capabilty, and winch;

-Rubber backing and adhesive for shell, head and trunnion liners;

 Automatic lubrication systems for trunnion bearings, pinion bearings and pinion/gear mesh including integral piping, instrumentation, power and control devices, wiring, motors and local control panels;

-Jacking system including installation and maintenance cradles, hydraulic power unit, jacks, motor, motor starter, integral power and control devices and wiring, interconnecting hoses, power extension cord and local control panel;

-Hydraulic inching drive including couplings to pinion shaft, hydraulic power unit, integral holding brake, interconnecting hoses, instrumentations, power and control devices, wiring, motor starter, and local control panel;

-Mill pinion shaft to Mill motor shaft Torque Limiting Couplings;

-Corresponding Kirk-key interlock components and all relevant coordination with the main Mill drive supplier;

-Piping, valves, and instrumentation integral to Mill components;

-Set of anchor bolts for trunnion and pinion bearing plates;

-Safety guards, trunnion bearing load monitoring based on lubrication oil pressure measurement/monitoring;

-SmartEar Monitor, and Infra--red temperature monitoring system for pinion/gear alignment monitoring;

-Auxiliary lubrication system for Mill erection/installation, and Twenty four (24) filter elements -20 micron for start-up and commissioning.

(Tag Number: K230-MIL-0001)

#### One Dual Pinion Regrind Ball Mill including:

-Shell, heads with detachable trunnions, trunnion bearings, and required baseplates;

-Feed end equipment including, trolley mounted and lined feed spout, and winch for troley retraction;

-Feed trunnion liner assembly with rubber lining, discharge turnion liner assembly with rubber lining / discharge spiral, and discharge trommel;

-Rubber backing and adhesive for shell, head and trunnion liners;

-Automatic lubrication systems for trunnion bearings, pinion bearings and pinion/gear mesh including integral piping, instrumentation, power and control devices, wiring, motors and local control panels;

-Set of required installation and maintenance cradles to be used with jacking system supplied with AG Mill:

-Corresponding Kirk-key interlock components and all relevant coordination with the main Mill drive supplier;

-Hydraulic inching drive including couplings to pinion shaft, hydraulic power unit, integral holding breake, interconnecting hoses, instrumentations, power and control devices, wiring, motor starter, and local control panel;

-Mill pinion shaft to Mill motor shaft Torque Limiting Couplings;

-Piping, valves, and instrumentation integral to Mill components;

-Set of anchor bolts for trunnion and pinion bearing plates;

-Safety guards, trunnion bearing load monitoring based on lubrication oil pressure measurement/monitoring;

-Infra-red temperature monitoring system for pinion/gear alignment monitoring;

-Auxiliary lubrication system for Mill erection/installation, and Twenty four (24) filter elements -20 micron for start-up and commissioning.

(Tag Number: K250-MIL-0001)

5.2 The Creditor will have the legal possession of the Property immediately as of the signature date of the Agreement and without further formalities and will be the legal owner of the Property as of the publication date of this Agreement, free of any hypothec that may have been published subsequently to the Reservation of Ownership, and this, in accordance with article 2783 of the *Civil Code of Quebec*.

#### 6 EXTINCTION OF DEBT

6.1 In accordance with article 2782 of the *Civil Code of Quebec*, the taking in payment of the Property by the Creditor under this Agreement extinguishes the Debt in whole.

#### 7 CANCELLATION OF THE RESERVATION OF OWNERSHIP

7.1 Consequently, to the taking in payment exercised by the Creditor under this Agreement, the latter's real rights under the Purchase Order are discharged and the Reservation of Ownership shall be cancelled automatically as well as any other hypothec, charge or real right that may have subsequently been published with respect to the Property, and this, in accordance with article 3069 of the Civil Code of Quebec.

#### 8 APPLICABLE LAW

8.1 This Agreement shall be interpreted in accordance with the laws of the Province of Québec and the laws of Canada applicable therein and the Parties hereby irrevocably attorn to the jurisdiction of the court of competent jurisdiction sitting in and for the district of Montréal, respect to the matters set out in this Agreement.

#### IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED:

November \_\_\_\_\_, 2022

METSO OUTOTEC CANADA INC.

Jonathan Lowe (Nov 11, 2022 11:44 EST)

By : Jonathan Lowe

November <u>16</u>, 2022

DELOITTE RESTRUCTURING INC.

By : Ryan J Addington DELOITTE RESTRUCTURING INC., solely in its capacity as Court-appointed Receiver and Manager of the Kami Group of Companies (as defined herein), without personal or corporate liability

November <u>16</u>, 2022

THE KAMI MINE LIMITED PARTNERSHIP

14

By : Ryan J Ádlington DELOITTE RESTRUCTURING INC., solely in its capacity as Court-appointed Receiver and Manager of the Kami Group of Companies (as defined herein), without personal or corporate liability

November <u>16</u>, 2022

#### KAMI GENERAL PARTNER LIMITED

By : Ryan J Adlington DELOITTE RESTRUCTURING INC., solely in its capacity as Court-appointed Receiver and Manager of the Kami Group of Companies (as defined herein), without personal or corporate liability

November <u>16</u>, 2022

ALDERON IRON ORE CORP.

By : Ryan #Adlington DELOITTE RESTRUCTURING INC., solely in its capacity as Court-appointed Receiver and Manager of the Kami Group of Companies (as defined herein), without personal or corporate liability

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### SCHEDULE A

# Prior notice of the intention to take back the Property and of the exercise of hypothecary rights of taking in payment



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Kami et al | Fourth Report of the Receiver

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# Appendix "E"

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#### IN THE MATTER OF THE RECEIVERSHIP OF KAMI MINE LIMITED PARTNERSHIP of Vancouver in the Province of British Columbia

#### CREDITOR NOTICE OF REVISION OR DISALLOWANCE

#### Creditor Claim Reference No.: CRA 002

To: Canada Revenue Agency (Name of Creditor)

Defined terms not defined in this Creditor Notice of Revision or Disallowance shall have the meaning ascribed in the Claims Process Order, dated August 13, 2021.

Pursuant to the Claims Process Order, Deloitte Restructuring Inc., in its capacity as Receiver, hereby gives you notice that it has reviewed your Creditor Proof of Claim and has revised or disallowed your Creditor Claim. Subject to further dispute by you in accordance with the Claims Process Order, your Creditor Claim will be allowed as follows:

	Creditor Proof of Claim	Creditor Claim Allowed
Claim Amount (\$)	1,105.11	NIL

#### REASON(S) OF DISALLOWANCE:

CRA's claim against Kami was a result of CRA reversing Alderon's previously claimed GST input tax credits related to those Kami creditors that were not actually paid.

Pursuant to the Distribution Order dated May 25, 2022, the Receiver paid all proven creditors in full. Consequently, the GST input tax credits should not have been reversed and CRA does not have a claim.

If you intend to dispute the Creditor Notice of Revision or Disallowance, you must within 14 days of the date of receipt of the Creditor Notice of Revision or Disallowance deliver to the Receiver the attached Creditor Dispute Notice either by courier, facsimile or electronic mail to the address noted below. Creditor Dispute Notices shall be deemed to be received upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or, if delivered outside of normal business hours, on the next Business Day.

Deloitte Restructuring Inc. Attn: Jason Ho Suite 700, 850 – 2nd Street SW Calgary, AB T2P 0R8 Phone: 403-267-0567 Email: jaho@deloitte.ca

IF YOU FAIL TO FILE YOUR CREDITOR DISPUTE NOTICE WITHIN 14 DAYS OF THE DATE YOU RECEIVED (OR ARE DEEMED TO HAVE RECEIVED) THIS CREDITOR NOTICE OF REVISION OR DISALLOWANCE, THE VALUE OF YOUR CREDITOR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS CREDITOR NOTICE OF REVISION OR DISALLOWANCE.

DATED at Calgary Alberta, this 21st day of December 2022.

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#### BANKRUPTCY AND INSOLVENCY ACT PROOF OF CLAIM FORM

Sections 50.1, subsections 65.2(4), 81.2(1), 81.3(8), 81.4(8), 102(2	, 124(2) and 128(1), and paragraphs 51(1)(e) and
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All notices or correspondence regarding this claim are to be forwarded to the following address: Agency surrey NVCC - IIC ranaaa Kevenue <del>George</del> Bi<del>va</del> <del>suney</del> KC In the matter of the receivership of (check appropriate receivership debtor that your claim is against): Kami Mine Limited Partnership Kami General Partner Limited Alderon Iron Ore Corp. of the City of Vancouver, In the Province of British Columbia, and the claim of \_ \_ residing in the City/Town of \_\_\_\_\_\_SUMEL in the Province of do hereby certify that: 1. I am a creditor of the above-selected debtor. I have knowledge of all circumstances connected with the claim referred to below. 2, The debtor was, at the date of the receivership, namely the 17<sup>th</sup> day of June, 2020, and still is indebted to the above-named creditor in the sum of  $\frac{1}{5}$ , 105. 3. attached and marked Schedule "A" after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.) 4. Complete appropriate category: UNSECURED CLAIM of \$ 1.105.1 Α. That in respect of this debt, I do not hold any assets of the debtor as security and: Regarding the amount of  $\frac{1}{1000}$ . I do not claim a right to a priority. Regarding the amount of \$ 1, 105-11 , I claim a right to a priority under Section 136 of the Act. В. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$\_ That I hereby make a claim under Subsection 65.2(4) of the Act, particulars of which are as follows: (Attach full particulars of the claim, including calculations upon which the claim is based.) SECURED CLAIM of \$ C. That in respect of this debt, I hold assets of the debtor valued at \$\_\_\_\_\_ \_\_\_ as security, particulars of which are as follows: (Attach full particulars of the security, including the date on which the security was given and the value at which you assess the security and attach a copy of the security document.) CLAIM BY FARMER, FISHERMAN or AQUACULTURIST of \$\_ D. That I hereby make a claim under Subsection 81.2(1) of the Act for the unpaid amount of \$ (Attach a copy of the sales agreement and delivery receipts.) CLAIM BY WAGE EARNER OF \$... A Ε. That I hereby make a claim under subsection 81.3(8) of the Act in the amount of s That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$ (Give full particulars of the claim, including the calculations upon which the claim is based.) CLAIM BY EMPLOYEE FOR UNPAID AMOUNT REGARDING PENSION PLAN of \$ That I hereby make a claim under subsection 81:5 of the Act in the amount of \$ . That I hereby make a claim under subsection 81-6 of the Act in the amount of (To be filed when a proposal provides for the compromise of elaims against directors).

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That I hereby make a claim under Subsection 50(13), particulars of which are as follows: (Attach full particulars of the claim, including the calculations upon which the claim is based.)

- CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM 5\_ H. That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which-are as follows:-{Give full particulars of the claim, including the calculations upon which-the claim-is based.)
- 5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.
- That the following are the payments that I have received from, and the credits that I have allowed to, and the δ. transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2(1) of the Act: (Provide details of payment, credits and transfers at undervalue.)

day of September, 2021. Dated at (ČITY & PROVINCE)

(SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM)

(CREDITOR'S PHDNE NUMBER)

(CREDITOR'S FACSIMILE NUMBER)

(CREDITOR'S E-MAIL ADDRESS)

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

WARNINGS: A Trustee may, pursuant to Subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed in a proof of security by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

Must be signed and witnessed

Canada | Agency

Canada Revenue Agence du revenu Agency du Canada

Vancouver Tax Services Office Surrey BC V3T 5E1

September 21, 2021

GEORGIA YOUNG DELOITTE RESTRUCTURING INC. #700, 850 2ND STREET SW CALGARY AB T2P 0R8

Dear Madam:

#### Schedule "A"

Name: The Kami Mine Limited Partnership

Unsecured claim

Excise Tax Act Account number: Assessed period(s): Principal: Penalty and interest:

843915331RT0001 2020-03-31 to 2020-06-17 \$1,000.00 \$ 105.11

Total:

\$1,105.11

Yours truly,

Fuller ĸ

Resource/Complex Case Officer



Kami et al | Fourth Report of the Receiver

# Appendix "F"

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#### IN THE MATTER OF THE RECEIVERSHIP OF Alderon Iron Ore Corp of Vancouver in the Province of British Columbia

#### CREDITOR NOTICE OF REVISION OR DISALLOWANCE

#### Creditor Claim Reference No.: CRA 001

To: Canada Revenue Agency (Name of Creditor)

Defined terms not defined in this Creditor Notice of Revision or Disallowance shall have the meaning ascribed in the Claims Process Order, dated August 13, 2021.

Pursuant to the Claims Process Order, Deloitte Restructuring Inc., in its capacity as Receiver, hereby gives you notice that it has reviewed your Creditor Proof of Claim and has revised or disallowed your Creditor Claim. Subject to further dispute by you in accordance with the Claims Process Order, your Creditor Claim will be allowed as follows:

	Creditor Proof of Claim	Creditor Claim Allowed
Claim Amount (\$)	517,328.92	NIL

#### REASON(S) OF DISALLOWANCE:

CRA's claim against Alderon was a result of CRA reversing Alderon's previously claimed GST input tax credits related to those Alderon creditors that were not actually paid.

Pursuant to the Distribution Order dated May 25, 2022, the Receiver paid all proven creditors in full. Consequently, the GST input tax credits should not have been reversed and CRA does not have a claim.

If you intend to dispute the Creditor Notice of Revision or Disallowance, you must within 14 days of the date of receipt of the Creditor Notice of Revision or Disallowance deliver to the Receiver the attached Creditor Dispute Notice either by courier, facsimile or electronic mail to the address noted below. Creditor Dispute Notices shall be deemed to be received upon actual receipt thereof by the Receiver during normal business hours on a Business Day, or, if delivered outside of normal business hours, on the next Business Day.

Deloitte Restructuring Inc. Attn: Jason Ho Suite 700, 850 – 2nd Street SW Calgary, AB T2P 0R8 Phone: 403-267-0567 Email: jaho@deloitte.ca

IF YOU FAIL TO FILE YOUR CREDITOR DISPUTE NOTICE WITHIN 14 DAYS OF THE DATE YOU RECEIVED (OR ARE DEEMED TO HAVE RECEIVED) THIS CREDITOR NOTICE OF REVISION OR DISALLOWANCE, THE VALUE OF YOUR CREDITOR CLAIM WILL BE DEEMED TO BE ACCEPTED AS FINAL AND BINDING AS SET OUT IN THIS CREDITOR NOTICE OF REVISION OR DISALLOWANCE.

**DATED** at Calgary Alberta, this 21st day of December 2022.

17 7

#### BANKRUPTCY AND INSOLVENCY ACT PROOF OF CLAIM FORM

Sections 50.1, subsections 65.2(4), 81.2(1), 81	1.3(8), 81.4(8),	102(2), 124(2) and 128(1),	and paragraphs 51(1)(e) and
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66.14(b) of the Act

All notices or correspondence regarding this claim are to be forwarded to the following address: Canada Revenue Agency, Vancouver Tax Services Office C/O 9755 King George Blvd,

Surrey BC V3T5E1

In the matter of the receivership of (check appropriate receivership debtor that your claim is against):

Kami Mine Limited Partnership	Kami General Partner Limited	Alderon Iron Ore Corp.
of the City of Vancouver, in the Province of	of British Columbia, and the claim of <u>C</u>	anada Revenue Agency
I, K. Fuller Province of <u>B.C.</u>	residing in the City/Town of <u>Sur</u> , do hereby certify that:	rey in the

I am a creditor of the above-selected debtor.

- I have knowledge of all circumstances connected with the claim referred to below,
- 3. The debtor was, at the date of the receivership, namely the 17<sup>th</sup> day of June, 2020, and still is indebted to the above-named creditor in the sum of \$ 517,328.92 as specified in the statement of account (or affidavit) attached and marked Schedule "A" after deducting any counterclaims to which the debtor is entitled. (The attached statement of account or affidavit must specify the vouchers or other evidence in support of the claim.)
- Complete appropriate category:
- A. UNSECURED CLAIM of \$ 517,328.92
  - That in respect of this debt, I do not hold any assets of the debtor as security and:
  - Regarding the amount of \$517,328.92 I do not claim a right to a priority.
  - Regarding the amount of \$ 0\_\_\_\_\_\_, I claim a right to a priority under Section 136 of the Act.
- B. CLAIM OF LESSOR FOR DISCLAIMER OF A LEASE \$0 That I hereby make a claim under Subsection 65.2(4) of the Act, particulars of which are as follows: (Attach full particulars of the claim, including calculations upon which the claim is based.)
- C. SECURED CLAIM of \$0 That in respect of this debt, I hold assets of the debtor valued at \$0 which are as follows: (Attach full particulars of the security, including the date on which the security was given and the value at which you assess the security and attach a copy of the security document.)
- D. CLAIM BY FARMER, FISHERMAN or AQUACULTURIST of \$<u>0</u>.
   That I hereby make a claim under Subsection 81.2(1) of the Act for the unpaid amount of \$<u>0</u>.
   (Attach a copy of the sales agreement and delivery receipts.)
- E. CLAIM BY WAGE EARNER OF \$D\_\_\_
  - That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$0
  - That I hereby make a claim under subsection 81.4(8) of the Act in the amount of \$<u>0</u>
     (Give full particulars of the claim, including the calculations upon which the claim is based.)

### 

------That I hereby make-e-claim under subsection 81.5 of the Act in the smount of \$\_\_\_\_\_

----- That I hereby make a claim under subsection 81.6 of the Act in the amount of \$\_\_\_\_\_\_

G. GLAIM AGAINST DIRECTOR of \$ \_\_\_\_

(<del>To be filed when a proposal provides for the compromise of claims against directors).</del>

۳.

That I hereby make a claim under Subsection 50(13), particulars of which are as follows: (Attach full particulars of the claim, including the calculations upon which the claim is based.)

- CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$\_\_\_\_\_ ¥4., That I hereby make a claim as a customer for net equity as contemplated by section 262 of the Act, particulars of which are as follows: (Give full particulars of the claim, including-the calculations upon-which the claim-is based.)
- 5. That, to the best of my knowledge, I am (or the above-named creditor is) (or am not or is not) related to the debtor within the meaning of section 4 of the Act, and have (or has) (or have not or has not) dealt with the debtor in a non-arm's-length manner.
- 6. That the following are the payments that I have received from, and the credits that I have allowed to, and the transfers at undervalue within the meaning of subsection 2(1) of the Act that I have been privy to or a party to with the debtor within the three months (or, if the creditor and the debtor are related within the meaning of section 4 of the Act or were not dealing with each other at arm's length, within the 12 months) immediately before the date of the initial bankruptcy event within the meaning of Section 2(1) of the Act: (Provide details of payment, credits and transfers at undervalue.)

Dated at Surrey, B.C.	, this 18th day of November , 2021.
(CITY & PROVINCE)	$\langle \rangle$
<u></u>	A
(SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM)	(SIGNATURE OF WITNESS)

236-334-3246

(CREDITOR'S PHONE NUMBER)

	Atem
(SIGNATU	RE OF WITNESS)

604-658-8794

(CREDITOR'S FACSIMILE NUMBER)

(CREDITOR'S E-MAIL ADDRESS)

NOTE: If an affidavit is attached, it must have been made before a person qualified to take affidavits or solemn declarations.

WARNINGS: A Trustee may, pursuant to Subsection 128(3) of the Act, redeem a security on payment to the secured creditor of the debt or the value of the security as assessed in a proof of security by the secured creditor.

Subsection 201(1) of the Act provides severe penalties for making any false claim, proof, declaration or statement of account.

Must be signed and witnessed



Canada Revenue Agence du revenu Agency du Canada

Vancouver Tax Services Office Surrey BC V3T 5E1

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November 23, 2021

GEORGIA YOUNG DELOITTE RESTRUCTURING INC. #700, 850 2ND STREET SW CALGARY AB T2P 0R8

Dear Madam:

Schedule "A"

Name: ALDERON IRON ORE CORP.

Unsecured claim

Excise Tax Act Account number: Assessed period(s): Principal: Penalty and interest:

129419479RT0001 2020-03-01 to 2020-06-17 \$483,782.74 \$33,546.18

Total:

\$517,328.92

Yours truly,

K. Fuller Resource/Complex Case Officer





Local : Toll Free : Fax : Web site :



## Appendix "G"

IN THE MATTER OF THE RECEIVERSHIP OF KAMI LIMITED PARTNERSHIP, KAMI GENERAL PARTNER LIMITED, AND ALDERON IRON ORE CORP. SUMMARY OF RECEIVER'S FEES

#### AS AT JANUARY 17, 2023

\$CAD

Invoice	Period	Fees Dis	bursements	Subtotal	GST	Total	Paid (	Outstanding
8001420092	June 15, 2020 to July 24, 2020	36,460	203	36,663	1,833	38,496	38,496	-
8001420095	July 25, 2020 to October 16, 2020	80,683	390	81,072	4,054	85,126	85,126	-
8001845416	October 17, 2020 to May 21, 2021	108,158	-	108,158	5,408	113,565	113,565	-
8002304095	May 22, 2021 to November 26, 2021	67,960	-	67,960	3,398	71,358	71,358	-
8002532939	November 30, 2021 to January 31, 2022	34,795	-	34,795	1,740	36,535	36,535	-
8002563802	Febaruary 2, 2022 to March 25, 2022	46,303	3,146	49,448	2,472	51,921	51,921	-
8002678201	March 28 2022 to May 20, 2022	29,188	~	29,188	1,459	30,647	30,647	-
8002859824	May 16, 2022 to July 18, 2022	13,688	-	13,688	684	14,372	14,372	-
8003185409	July 25, 2022 to December 8, 2022	16,358	20	16,378	819	17,197	· -	17,197
		433,590	3,759	437,349	21,867	459,217	442,020	17,197
Work-in-Progress	=	12,475	416	12,891	645	13,535	**	13,535
		446,065	4,174	450,240	22,512	472,752	442,020	30,732

Kami et al | Fourth Report of the Receiver

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## Appendix "H"

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#### IN THE MATTER OF THE RECEIVERSHIP OF KAMI LIMITED PARTNERSHIP, KAMI GENERAL PARTNER LIMITED, AND ALDERON IRON ORE CORP. SUMMARY OF LEGAL FEES AS AT JANUARY 17, 2023

\$CAD

In the Western

Invoice	Period	Fees	CST	Total	Paid
2021010429	March 31, 2020 to April 30, 2021	5,681.17	284.06	5,965.23	5,965.23
2020016861	June 8, 2020 to July 28, 2020	8,319.09	415.95	8,735.04	8,735.04
2020020608	July 29, 2020 to August 30, 2020	11,709.95	585.50	12,295.45	12,295.45
2020022915	August 31, 2020 to September 30, 2020	13,451.51	672.58	14,124.09	14,124.09
1362621	October 5, 2020 to October 29, 2020	1,548.50	77.43	1,625.93	1,625.93
2020026352	October 1, 2020 to October 30, 2020	39,198.09	1,959.90	41,157.99	41,157.99
2020029375	November 1, 2020 to November 30, 2020	39,685.81	1,984.29	41,670.10	41,670.10
2020031366	December 1, 2020 to December 23, 2020	3,458.78	172.94	3,631.72	3,631.72
2021002227	December 23, 2020 to January 31, 2021	12,066.93	603.35	12,670.28	12,670.28
2021004450	February 8, 2021 to February 28, 2021	6,224.19	311.21	6,535.40	6,535.40
2021006657	March 2, 2021 to March 31, 2021	4,978.18	248.91	5,227.09	5,227.09
2021013156	May 1, 2021 to May 31, 2021	3,789.41	189.47	3,978.88	3,978.88
2021016015	June 1, 2021 to June 30, 2021	6,500.25	325.01	6,825.26	6,825.26
2021018443	July 2, 2021 to July 30, 2021	12,455.58	622.78	13,078.36	13,078.36
2021022030	August 9, 2021 to August 31, 2021	4,993.80	249.69	5,243.49	5,243.49
2021036504	September 1, 2021 to December 31, 2021	1,588.95	79.45	1,668.40	1,668.40
2022005230	January 6, 2022 to February 28, 2022	5,155.26	257.76	5,413.02	5,413.02
2022008737	March 1, 2022 to March 31, 2022	5,809.03	290.45	6,099.48	6,099.48
2022011283	April 6, 2022 to April 25, 2022	4,116.83	205.84	4,322.67	4,322.67
2022014568	May 5, 2022 to May 31, 2022	15,291.61	764.58	16,056.19	16,056.19
2022016005	June 1, 2022 to June 23, 2022	1,626.40	81.32	1,707.72	1,707.72
2022026590	July 18, 2022 to September 23, 2022	3,383.88	169.19	3,553.07	3,553.07
2022030364	October 4, 2022 to October 18, 2022	2,078.10	103.91	2,182.01	2,182.01
2022033654	November 1, 2022 to November 30, 2022	2,718.90	135.95	2,854.85	2,854.85
		215,830	10,792	226,622	226,622