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COURT SUPREME COURT OF NEWFOUNDLAND AND LABRADOR
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE ST. JOHN'S

APPLICANT SPROTT PRIVATE RESOURCE LENDING (COLLECTOR), LP

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

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

DATED APRIL 26, 2022

PREPARED BY DELOITTE RESTRUCTURING INC.

ADDRESS FOR SERVICE AND
CONTACT INFORMATION OF
PARTY FILING THIS DOCUMENT

Counsel

McInnes Cooper
10 Fort William Place
St. John's, NL A1C 5X4

Attention: Geoffrey Spencer

Telephone/Facsimile: 709-724-5675 / 709-722-1763
Email: geoffrey.spencer@mcinnescooper.com

File No.: 188381

Receiver

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

Attention: Robert J. Taylor/Naomi McGregor/Ryan Adlington

Telephone/Facsimile: 403-267-0501 / 403-718-3681
Email: bobtaylor@deloitte.ca/
naomcgregor@deloitte.ca/
radlington@deloitte.ca

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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.
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 Kamistiatasset 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%).
5. 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. A copy of the Claims Process Order is attached hereto as **Appendix "A"**.
16. The Receivership Order, together with related Court documents, the Notice to Creditors, the First Report, the Second Report, and this third report (the "**Third Report**") have been posted on the Receiver's website (the "**Receiver's Website**") at www.insolvencies.deloitte.ca/en-ca/Kami.
17. Unless otherwise provided, all other capitalized terms not defined in this Third Report are as defined in the Receivership Order, the First Report and the Second Report.

Purpose

18. The purpose of this Third Report is to:
 - a) Provide an update on the administration of the receivership since the Second 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 Third 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 April 25, 2022 (the "**SRD**") attached hereto as **Appendix "B"**;
 - iii. Approving the full disallowance of the Metso Claim as described in paragraphs 35 through 42 of this Third Report;
 - iv. Approving the distribution of funds to proven creditors as described in paragraphs 52 through 59 of this Third Report and attached hereto as **Appendix "C"**;
 - v. Approving the first interim distribution to shareholders attached hereto as **Appendix "D"** and the anticipated second interim distribution to shareholders as described in paragraphs 52 through 59 of this Third Report; and
 - vi. Providing such further or other relief that the Court considers just and warranted in the circumstances.

Terms of reference

19. In preparing this Third 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 Third Report.
20. 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 Third Report. Any use, which any party makes of this Third Report, or any reliance or decision to be made based on this Third Report, is the sole responsibility of such party.
21. All dollar amounts in this Third Report are in Canadian dollars, unless otherwise indicated.

Receiver's Activities

22. Since the Second 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) Addressed insurance matters, including policy renewals;
 - c) Corresponded with Metso Minerals Canada Inc. ("**Metso**") on several occasions, with respect to the Kami Group of Companies' assets in Metso's possession;
 - d) Corresponded with the Toronto Stock Exchange Trust (the "**TSX Trust**" or "**Trustee**") with respect to Alderon's share register to assist in the solicitation of shareholder claims;
 - e) Corresponded with CDS Clearing and Depository Services Inc. ("**CDS**") with respect to Alderon's shareholders of record to assist in the solicitation of shareholder claims;
 - 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) Completed a review of all creditor claims and all shareholder claims filed with the Receiver as further discussed in paragraphs 29 through 51 of this Third Report;
 - i) Corresponded with Maynards Industries Canada Ltd. ("**Maynards**") and certain interested parties with respect to the sale of the Equipment (as defined herein);
 - j) Maintained storage for the Equipment located in Trois-Rivieres, Quebec;
 - k) Responded to queries from the Canada Revenue Agency ("**CRA**") regarding the Kami Group of Companies' Goods and Services Tax ("**GST**");
 - l) Addressed post-receivership GST matters;

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

Equipment Sale Process

- 23. As previously discussed in the First and Second Report, certain mining equipment parts consisting of two (2) ball mill drives (the "**Equipment**") are being stored in Trois Rivieres, Quebec (the "**Storage Facility**"). The Receiver understands that the Equipment was sourced from General Electric Canada ("**GE**") in 2014 and was a specific custom order for integration with the assets held in Metso's possession, as further discussed later in this Third Report.
- 24. The Equipment was excluded from the sale of the Kami Project which closed April 1, 2021 pursuant to the Sale and Vesting Order, as further detailed in the Second Report.
- 25. Due to the specialization of the Equipment and its limited application, the Receiver solicited offers for the Equipment from GE and Metso; however, although each party expressed some initial interest, neither party advanced an offer to the Receiver.
- 26. The Receiver determined that realizing on the Equipment through an auction process would be the most efficient and economical option to market and sell the Equipment in the circumstances. Accordingly, the Receiver solicited proposals from two well respected national auction/liquidation firms, GD Auctions and Appraisals and Maynards, for an appraisal and auction of the Equipment.
- 27. The Receiver accepted the proposal advanced by Maynards, who specializes in marketing and selling mining equipment, and initiated the auction sale process on June 26, 2021. The noteworthy terms of the auction process and the sale of the Equipment were as follows:
 - a) Maynards would charge a straight commission of 10% on the sale proceeds;
 - b) Maynards would cover all expenses up to a maximum of \$5,000, with the exception of any clean-up costs which would be at the Receiver's expense;
 - c) Access to the Storage Facility was made available to Maynards for the purposes of showing the equipment to prospective purchasers and preparing for and conducting the auction;
 - d) Unfortunately, a sale of the Equipment proved elusive and after 6 months of targeted marketing efforts, Maynards, with the concurrence of the Receiver, placed the Equipment in its February 24, 2022 online auction in an effort to drive interest and attempt to source a sale transaction;
 - e) Based on the paucity of interest from the market, the limited use of the Equipment given its specialization, and the age of the Equipment, the estimated recoveries from a sale were estimated to be below the asset sale threshold of \$50,000 outlined in paragraph 3 (l)(i) of the Receivership Order. Moreover, the Receiver was incurring approximately \$10,000 per month to store the Equipment in Trois-Rivieres. As a result, the Receiver made the decision to not seek Court approval for the sale of the Equipment in order to keep the costs associated with such marketing and sale of the Equipment to a minimum; and
 - f) The February 24, 2022 online auction generated some additional interest in the Equipment than was anticipated such that Maynards achieved gross sales proceeds of approximately \$80,000 which the Receiver approved. The commissions and costs of the auction of the Equipment totalled approximately \$15,500 resulting in \$64,500 in net proceeds being paid to the Receiver on March 31, 2022. This amount is slightly greater (\$14,500) than the \$50,000 sale threshold set out in the Receivership Order. However, it is the Receiver's view that the costs to make a separate application

for Court approval of the Equipment sale would have likely exceeded the amount of the differential between the net proceeds and the \$50,000 threshold set out in the Receivership Order. Consequently, the Receiver did not seek Court approval of such Equipment sale.

28. The Receiver notes for this Honourable Court that it authorized Maynards to accept and close the sale of the Equipment as outlined herein for the following reasons:
- a) There was limited value in the Equipment as it was custom built for specific use;
 - b) The Equipment is approximately eight (8) years old;
 - c) The allocated sale price for each ball mill drive was under the sale threshold of \$50,000;
 - d) The auction sale process maximized recoveries for the estate and there is no other party willing to purchase the Equipment for a higher amount; and
 - e) The sale of the Equipment eliminates the storage costs of approximately \$10,000 per month that is currently being paid by the receivership estate.

Creditor Claims Process

29. On August 27, 2021, pursuant to the Claims Process Order, the Receiver sent a claims package and proof of claim (the "**Creditor Claims Package**") by regular mail to all known creditors of Kami LP, Kami GP, and Alderon. A copy of the Creditor Claims Package is attached hereto as **Appendix "E"**.
30. The Receiver also posted electronic copies of the Creditor Claims Package on the Receiver's Website the same day.
31. The Receiver commenced its review of filed claims on December 1, 2021 with the intent to complete its review on or before December 14, 2021 as stipulated in the Claims Process Order; however, the Receiver encountered unanticipated complexities with some of the claims including potential limitation time periods given the age of certain claims, ownership of certain equipment versus a secured creditor claim, and past employee claims. The Receiver required additional time to obtain further information from the creditors and to have the Receiver's legal counsel review and opine on these various complexities before either accepting the claim or issuing any Notice of Revision or Disallowance ("**NORs**").
32. A total of 12 creditor claims against the Kami Group were filed with the Receiver. A summary of these claims is reflected in the table below. The Receiver completed its review of all the claims on March 7, 2022 and the Receiver issued a total of five (5) NORs, which included one (1) partial NOR.

Creditors	Claims Filed	Contingent Claims	NORs	Claims Accepted
Alderon	5,772,713	517,329	5,144,763	113,036
Metso Minerals Canada Inc.	5,101,103		5,101,103	
CRA	517,329	517,329		
King & Bay	102,276			102,276
Tayfun Eldem	41,433		41,433	
Borden Ladner Gervais LLP	8,346			8,346
TransPerfect Translations	2,228		2,228	2,415
Kami GP	5,101,103		5,101,103	
Metso Minerals Canada Inc.	5,101,103		5,101,103	
Kami LP	8,686,760	1,105	5,101,103	3,584,552
Metso Minerals Canada Inc.	5,101,103		5,101,103	
Worley Canada Services Ltd.	3,479,554			3,479,554
Takraf Canada Inc	97,125			97,125
King & Bay	7,873			7,873
CRA	1,105	1,105		
Grand Total	19,560,577	518,434	15,346,969	3,697,588

33. CRA filed one (1) claim against Alderon and one (1) claim against Kami LP. 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. The Receiver has considered CRA’s claim against Alderon to be a contingent claim as there are sufficient funds realized from the sale of the Kami property such that those creditors will be paid in full. Consequently, if the creditors are paid in full, the GST input tax credits should not have been reversed and CRA would not have a claim. With respect to Kami LP, the Receiver does not understand the nature of CRA’s claim for \$517,329. The Receiver is attempting to understand this claim and such claim remains contingent until it is settled. As at the date of this Third Report, the Receiver has not disallowed CRA’s claims, and the Receiver will withhold sufficient funds from its proposed creditor distribution for both CRA claims.
34. The Receiver received four (4) Creditor Notices of Dispute within the 14-day NOR dispute period. Three (3) of the four (4) Creditor Notices of Dispute were received from Metso as Metso had filed claims against all three (3) of the Kami Group entities. Metso’s claim is discussed below. The last NOR issued by the Receiver was in respect of the filing of a late claim. Upon review of the Creditor Notice of Dispute, the Receiver accepted the creditor’s explanation for filing a late claim as it was not aware of the Claims Process. Accordingly, the Receiver accepted the unsecured claim in the amount of \$8,346.
35. Metso filed one secured claim totalling approximately USD\$5.1 million against each of Kami LP, Kami GP, and Alderon, respectively. In its claim, Metso is claiming that the amount relates to autogenous grinding and regrinding ball mills (the “**Assets**”) pursuant to Purchase Order No, KAMI-WPO-POD-MS0002 dated August 8, 2013 entered into between Kami LP and Metso, 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 Amendment dated November 13, 2014. Notable facts with respect to the Assets are as follows:
- a) The value of the Purchase Order totalled approximately USD\$18.4 million (excluding tax) payable on a percentage of completion basis. As at the Date of Receivership, Kami LP had advanced payments totalling approximately USD\$14.5 million (79% of the total Purchase Order);
 - b) On June 3, 2020, Metso issued a demand for payment with respect to the Assets for the balance of the Purchase Order in the amount of USD\$3.9 million (excluding tax) and outstanding storage fees of USD\$150,000 (the “**Demand Letter**”). The Demand Letter also asserted ownership of the Assets in accordance with certain terms and conditions in the Purchase Order;
 - c) Since the Date of Receivership, Metso has invoiced approximately \$430,000 in monthly storage fees to the Receiver. As Metso is asserting ownership of the Assets, the Receiver has not remitted payment of such storage costs; and
 - d) A summary of Metso’s claim totalling USD\$5.1 million is as follows:

Summary of the Metso Claim	USD\$
Outstanding balance of Purchase Order	3,852,866
Outstanding storage costs	582,876
Total equipment & storage fees	4,435,742
HST	665,361
Total Claim	5,101,103

36. It is the Receiver’s view that Metso’s claim is only against Kami LP and that Metso has no claim against Kami GP or Alderon, nor should Metso have registered any interest in the Assets against Alderon and Kami GP. Copies of the Proof of Claim and Creditor Notices of Dispute with respect to Kami GP and Alderon are attached hereto as **Appendix “F”** and **“G”**, respectively.
37. The Receiver and McInnes Cooper reviewed the security documents and engaged in multiple discussions with Metso’s legal counsel, Langlois Lawyers (“**Langlois**”), regarding the potential sale of the Assets and, on June 2, 2021, McInnes Cooper advised Langlois that the Receiver did not oppose Metso’s efforts to resell the Assets provided that:
- a) Metso shall make commercially reasonable efforts to maximize the value of the Assets;
 - b) Metso shall seek the Receiver’s consent to any proposed sale of the Assets;

- c) Metso shall provide the Receiver with a full accounting of any sale of the Assets; and
 - d) Metso shall forward to the Receiver any surplus funds from the sale proceeds following payment of the Metso payable.
38. Despite McInnes Cooper's communication to Langlois, on March 8, 2022, Langlois wrote to McInnes Cooper providing a proposed Voluntary Surrender Agreement ("**VSA**"). The VSA provided for, among other things, that:
- a) The Receiver consents to the voluntary return of the Assets to Metso;
 - b) The voluntary return of the Assets and the acceptance thereof by Metso represents Metso taking the Assets in payment for amounts owed to it; and
 - c) The taking in payment of the Assets by Metso extinguishes the debt owed by Kami LP in full.
39. To enter into the VSA, the Receiver, in its view, would require Court approval. However, the Receiver was disinclined to enter into the VSA. As noted above, Kami LP has paid approximately USD\$14.5 million of the Assets' purchase price of USD\$18.4 million, or approximately 79%. It is the Receiver's view that the Assets held by Metso have a value greater than the amount owed to Metso and that Metso, upon sale of the Assets, is not entitled to keep any proceeds above what they are owed. It is the Receiver's view that Metso must account to the Receiver for the sale proceeds and remit to the Receiver the surplus funds generated on a sale of the Assets, due to Kami LP's prior payments to Metso of USD\$14.5 million.
40. A copy of the Creditor Notice of Dispute with respect to Kami LP is attached hereto as **Appendix "H"**.
41. Accordingly, the Receiver respectfully recommends that this Honourable Court make Orders approving:
- a) The disallowances issued by the Receiver in respect of the Metso claims made against Alderon and Kami GP; and
 - b) The disallowance issued by the Receiver in respect of the Metso claim made against Kami LP, requiring Metso to seek the consent of the Receiver to any proposed sale of the Assets, provide an accounting of the sale of the Assets to the Receiver and requiring Metso to remit to the Receiver all surplus funds after satisfaction of amounts owed to Metso.
42. The proposed distribution to creditors is set out in paragraphs 52 through 59 of this Third Report.

Shareholder Claims Process

43. Pursuant to the Claims Process Order, the Receiver published an advertisement in USA Today seeking the claims of Alderon shareholders on August 1, 2021 and August 6, 2021, respectively.
44. On August 27, 2021, the Receiver sent notice of the liquidation of shares (the "**Liquidation Notice**") by regular mail, email, courier services or facsimile to 196 shareholders of Alderon as at June 17, 2020 (the "**Record Date**") based on the share register provided by TSX Trust and the Holders of Record provided by CDS. A blank copy of the Liquidation Notice is attached hereto as **Appendix "I"**.
45. Also, on August 27, 2021, the Receiver posted electronic copies of the Liquidation Notice on the Receiver's Website.

46. As at the Record Date, based on Alderon’s available financial records, a total of 141,728,139 shares had been issued. The Receiver reviewed the latest Alderon financial statements available on the System for Electronic Document Analysis and Retrieval (“**SEDAR**”) used for filing most securities related information with the Canadian securities regulatory authorities and an Alderon Report of Exempt Distribution also filed on SEDAR to confirm that the quantum of shares issued by Alderon reconciled to the share register provided by TSX.
47. In addition to the 196 Liquidation Notices issued, the Receiver received:
- a) 94 claims from individuals holding Alderon shares that were not identified in the share registers provided by either the TSX or CDS which potentially resulted in numerous duplicate claims. To assess whether the 94 individual claims were duplicate claims, the Receiver confirmed the name of the investment brokerage firm where each individual claimant’s shares were held. The Receiver then contacted each respective investment brokerage firm requesting positive confirmation that those individuals (i) held account(s) with the investment brokerage firm; and (ii) the quantum of Alderon shares claimed by the individuals were included in the Alderon quantum of shares claimed by the investment brokerage firm. Of the seven (7) positive confirmation letters issued to the investment brokerage firms, only four (4) responded to the Receiver; and
 - b) 13 claims received from individuals claiming to hold Alderon Shares appear to be held by investment brokerage firms which are not listed with TSX or CDS in respect of the Alderon shares. Based on the Receiver’s review of available information, these investment brokerage firms appear to hold the Alderon shares through the Depository Trust Company (“**DTC**”), headquartered in New York, New York.
48. On March 16, 2022, DTC provided the Receiver with its Alderon share register indicating that it currently holds 7,949,771 Alderon shares, while the CDS Holder of Record listing dated as at the Record Date indicates DTC held 3,923,500 shares. As at the date of this Third Report, the Receiver has been unable to reconcile the share quantum discrepancy of 4,026,271 shares (the “**Share Discrepancy**”) and has been unable to confirm if the Alderon shares of the following investment brokerage firms are held with DTC.

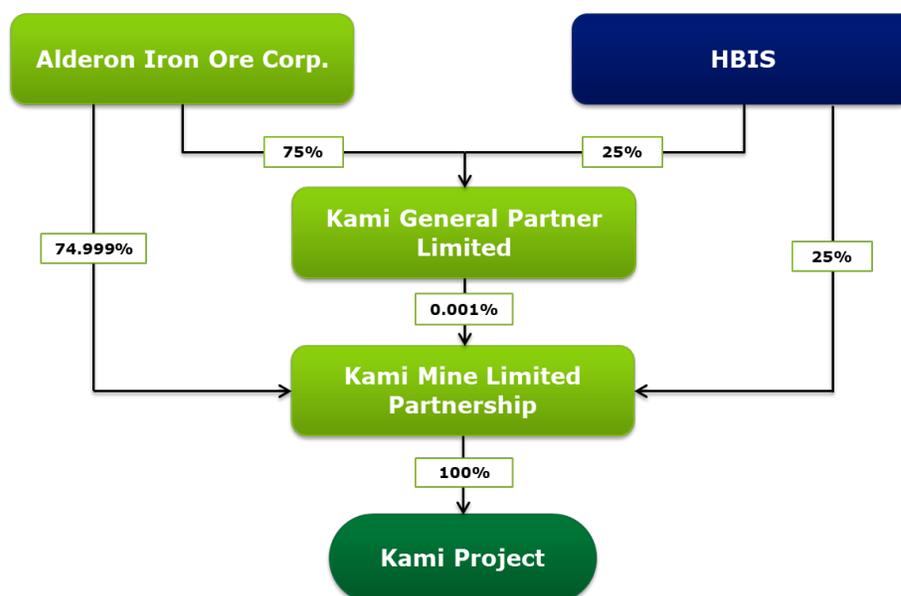
Investment Brokerage Firm	Claims Filed
Charles Schwab	212,000
iA Private Wealth	148,400
IG Wealth Management	36,875
MD Management Ltd.	15,500
National Bank	133,275
Peloton Capital	150,000
Schwab One	210,000
Grand Total	906,050

49. The Receiver completed its review of all 303 shareholder claims filed against Alderon and issued 98 NORs to the individual shareholders indicating that their claims were duplicate claims, and each individual would have to deal directly with their respective investment brokerage firm. The 14-day period for shareholders to dispute the NOR’s issued by the Receiver has expired and no shareholders have disputed the NORs.
50. On April 14, 2022, the Receiver issued an additional 17 NORs to certain investment brokerage firms whose shareholdings could not be reconciled with the TSX or CDS registers as at the Record Date. As at the date of this Third Report, no Shareholder Notices of Dispute have been filed with the Receiver.
51. The Receiver is of the view that shareholder distributions will be based on the 141,728,139 shares issued as at the Record Date. Prior to the Record Date, a share cease trade order was in effect in Canada and consequently, Alderon could not have issued additional shares. Therefore, the total quantum of Alderon shares issued and outstanding is fixed at 141,728,139 shares. A cease trade order was not issued in the United States. Based on information available to the Receiver, individuals continued to trade Alderon

shares after the Record Date and several of the Canadian investment brokerage firms held shares through CDS. It is the Receiver’s view that the Share Discrepancy is a matter to be reconciled by the various investment brokerage firms subsequent to the Record Date and the Receiver will make its distribution to the Alderon Shareholders based on the TSX and CDS registers.

Distribution

52. The ownership structure of the Kami Group is reflected below:



53. All current funds held and future funds to be paid to the Receiver are held in Kami LP, as the Kami Property was wholly owned by Kami LP. The Receiver currently holds approximately \$14.3 million in its receivership trust account after addressing various fees and expenses and expects to receive an additional \$10 million (the “**Production Payment**”) from the Purchaser over time based on future production of the Kami Mine pursuant to the Court approved Asset Purchase Agreement (the “**APA**”). The Receiver intends to hold back the amount of \$500,000 (the “**Reserved Funds Holdback**”) for the ongoing administration of these receivership proceedings.

54. The Receiver proposes to distribute approximately \$13.7 million from the funds it holds to the creditors and shareholders as outlined below:

	Kami Limited Partnership	Kami General Partner Limited	Alderon Iron Ore Corp.	Total
Estate funds available for creditor distribution	13,740,634	102	7,616,207	13,740,634
Holdback - Contingent CRA claims	(1,105)		(517,329)	(518,434)
Distribution to proven creditors	(3,584,552)		(113,036)	(3,697,588)
Estate funds available for shareholder distribution	10,154,977	102	6,985,842	9,524,612
Distribution to Kami General Partner Limited	(102)			
Distribution to Alderon Iron Ore Corp.	(7,616,131)	(76)		
Distribution to HBIS	(2,538,744)	(25)		(2,538,770)
Distribution to TSX/CDS registrants			(6,985,842)	(6,985,842)
	-	-	-	-

a) \$3.6 million will be paid to the creditors of Kami LP. The Receiver will hold back \$1,105 on account of CRA’s contingent claim against Kami LP (the “**Kami LP Holdback**”);

- b) \$10.1 million will be paid to the shareholders of Kami LP as follows:
 - i. \$102 to Kami GP;
 - ii. \$2.5 million to Hebei LP; and
 - iii. \$7.6 million to Alderon.
 - c) It is the Receiver's view that Kami GP has no creditors. Accordingly, from the \$102 paid to Kami GP, \$76 will be paid to Alderon and \$25 will be paid to Hebei LP;
 - d) From the \$7.6 million paid to Alderon, \$113,036 will be paid to the Alderon creditors. The Receiver will hold back \$517,329 on account of CRA's contingent claim against Alderon (the "**Alderon Holdback**"); and
 - e) The Receiver will distribute the remaining funds to the Alderon shareholders.
55. The amount to be paid to each creditor and to each shareholder is set out in **Appendices "C" and "D"** respectively.
56. As discussed in the Second Report, 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.
57. As previously noted in this 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. The second and third payments to the shareholders will be based on the ownership structure as outlined in paragraph 52 above.
58. For efficiency purposes the Receiver is proposing that the distribution to the creditors, 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 distribution to the creditors of Kami LP;
 - b) The Reserved Funds Holdback;
 - c) The Kami LP Holdback;
 - d) The distribution to the Kami LP shareholders;
 - e) The distribution to the Kami GP shareholders;
 - f) The distribution to the creditors of Alderon;
 - g) The Alderon Holdback;
 - h) The Shareholder Holdback; and

i) The distribution to the Alderon shareholders.

59. The Receiver will seek Court approval of the third and final distribution to the shareholders.

Fees and disbursements of the Receiver

60. The Receiver’s professional fees are calculated based on hours spent at rates established by each professional based on their qualifications and experience.

61. The Receiver’s fees and disbursements in relation to the administration of the Receivership, up to and including April 25, 2022, total approximately \$406,000 (excluding GST). This total comprises six (6) interim invoices totalling approximately \$376,000 (excluding GST) and work-in-progress of approximately \$30,000 (excluding GST).

62. 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 “J”**.

Fees and disbursements of legal counsel

63. The Receiver’s legal counsel’s cumulative fees and disbursements on this matter total approximately \$191,000 (excluding GST) to April 25, 2022. The accounts of the Receiver’s legal counsel are calculated based on hours spent at rates established by each professional based on their qualifications 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 “K”**.

Interim Statement of Receipts and Disbursements

64. The interim Statement of Receipts and Disbursements reflecting the administration of the receivership for the period from June 17, 2020 to April 25, 2022, attached hereto as **Appendix “B”**, is summarized below.

	Kami Limited Partnership	Kami General Partner Limited	Alderon Iron Ore Corp.	Total
Receipts	15,106,862	145	145	15,107,152
Disbursements	(744,157)	(145)	(145)	(744,448)
Estate balance as at April 25, 2022	14,362,705	(0)	(0)	14,362,704

65. 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 Third Report, the Receiver repaid its borrowings totalling \$25,000 that were previously advanced to fund the receivership proceedings.

Conclusions and Recommendations

66. Based on the foregoing, the Receiver respectfully recommends that this Honourable Court grant the relief detailed in Section 18(b) of this Third 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 26th day of April 2022.

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:



Robert J. Taylor, FCPA, FCA, CIRP, LIT

Per:



Ryan Adlington, CPA, CA, CIRP, LIT

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

AND:

THE KAMI MINE LIMITED PARTNERSHIP

FIRST RESPONDENT

AND:

KAMI GENERAL PARTNER LIMITED

SECOND RESPONDENT

AND:

ALDERON IRON ORE CORP.

THIRD RESPONDENT

CLAIMS PROCESS ORDER

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 the Respondents (collectively, the "Debtors") for an Order:

- (a) Approving the activities, fees, and disbursements of the Receiver as described in the Second Report of the Receiver dated July 16, 2021 (the "Second Report") including, without limitation, the steps taken by the Receiver pursuant to the Receivership Order, and the fees of the Receiver's legal counsel;
- (b) Approving the Claims Process, as outlined in the Second Report; and
- (c) Approving the Receiver's Statement of Receipts and Disbursements for the period from January 23, 2019 to June 30, 2021 attached to the Second Report as Appendix "B".

AND UPON READING the Second 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.

Claims Process

2. The following claims processes are hereby approved:
 - (a) A claims procedure to identify all shareholders (the "**Shares**" and "**Shareholders**") in respect of Alderon Iron Ore Corp ("**Alderon**") as of June 17, 2020 (the "**Record Date**") who have a claim as a Shareholder in respect of Alderon (a "**Share Claim**"), including the determination of such Share Claim (the "**Shareholder Claims Procedure**"); and
 - (b) A claims procedure to identify all creditors (the "**Creditors**") with claims in respect of the Debtors, including the determination of such creditor claims (the "**Creditors Claim Procedure**").
3. The claims processes shall be conducted in the following manner:

Shareholder Claims Procedure

4. The Receiver shall on or before August 31, 2021, or such other date as the Receiver may determine, send notice by regular mail, email, courier services or facsimile to each known Shareholder as of the Record Date, which in Alderon's case is the Date of Receivership, based on the share register provided by the Toronto Stock Exchange Trust ("**TSX Trust**") and the Holders of Record provided by CDS Clearing and Depository Services Inc. ("**CDS**"), that a liquidation of shares has commenced (the "**Liquidation Notice**").
5. The Receiver shall, on or before September 7, 2021, or such other dates as the Receiver shall determine, publish an advertisement on two different days in a widely read nationally distributed newspaper in the United States seeking the claims of Alderon Shareholders.
6. The Receiver shall also post electronic copies of the Liquidation Notice on the Receiver's website at www.insolvencies.deloitte.ca/en-ca/Kami as soon as practically possible after August 15, 2021.
7. The Liquidation Notice shall include the following, and such other information as deemed necessary by the Receiver:
 - (a) An assertion of the share claim such Shareholder has in respect of Alderon (the "**Share Claim**"), based on the information recorded in the share register provided by TSX Trust and the Holders of Record provided by CDS in respect of such Shareholder;
 - (b) A blank proof of claim and related instruction letter, substantially in the form attached hereto as **Schedule A** (the "**Shareholder Proof of Claim**");



- (c) Notice of the date at which the share register shall be closed;
- (d) Notice of the designated time and date on which the Shareholders may surrender the share certificates representing their Shares(s) for cancellation to the Receiver (the "**Deadline**"); and
- (e) Notice that the Receiver may from time to time apply to the Court for direction in respect of the Claims Process and that it may apply to the Court for a final Order for relief, and setting forth a method for the Shareholders to advise the Receiver whether they want to be given notice of either:
 - (i) All applications made by the Receiver in respect of the share liquidation, if any, including the application for the final Order; or
 - (ii) Only the application for the final Order, if any;

which notice will be given by the Receiver if so requested, by electronic mail in accordance with instructions received from the Shareholders requesting notice.

8. Any shares not surrendered for cancellation by the Deadline shall be deemed to be cancelled without prejudice to the rights of the holders of such Shares to receive their pro-rata share of any distribution from the sale proceeds of the assets of the Debtors (the "**Sale Proceeds**").

9. All Shareholders that:

- a) Do not submit a Shareholder Proof of Claim; or
- b) Agree with the Share Claim set forth in the Liquidation Notice;

shall have that Share Claim deemed accepted on November 30, 2021 at 5:00 p.m. (Mountain Time) (the "**Shareholder Claims Bar Date**"). For greater certainty, those Shareholders that agree with the Share Claim set forth in the Liquidation Notice shall not be required to file any forms with the Receiver (other than the surrendering of the shares representing their shares for cancellation).

10. All Shareholders that dispute the Share Claim set forth in the Liquidation Notice shall be required to file a Shareholder Proof of Claim with the Receiver on or before the Shareholder Claims Bar Date. The Receiver will review each Shareholder Proof of Claim submitted on or before the Shareholder Claims Bar Date. The Receiver will either:

- a) Accept the Shareholder Proof of Claim in its entirety;
- b) Revise the amount; or
- c) Disallow the Shareholder Proof of Claim.

11. If the Receiver disputes the amount set out in a Shareholder Proof of Claim, the Receiver may:

- a) Attempt to consensually resolve such Share Claim; or

- b) Send a notice of revision or disallowance, substantially in the form attached hereto as **Schedule B** (the "**Shareholder Notice of Revision or Disallowance**"), by courier, facsimile, or electronic mail, as soon as is reasonably practicable in these proceedings. Such Shareholder Notice of Revision or Disallowance will be deemed to have been received on the following business day.
12. If the Shareholder intends to dispute the Shareholder Notice of Revision or Disallowance, the Shareholder must deliver a dispute notice, substantially in the form attached hereto as **Schedule C** (the "**Shareholder Dispute Notice**"), by courier, facsimile or electronic mail, to the Receiver no later than 14 days from the date the Shareholder Notice of Revision or Disallowance was received or such later date as the Receiver may agree in writing or as ordered by this Court.
13. If the Shareholder does not deliver a Shareholder Dispute Notice in accordance with the preceding paragraph, then the Share Claim shall be deemed accepted at the amount set forth in the Shareholder Notice of Revision or Disallowance and the Shareholder:
- a) will not be entitled to receive a distribution where the entire Share Claim is disallowed; or
- b) will only be entitled to receive a distribution in the amount proportional to the revised amount of the Share Claim.
14. The Receiver may attempt to consensually resolve any Shareholder Dispute Notice with the Shareholder. If same cannot be resolved, the Shareholder shall file with this Court an application in the within proceedings within 15 days of delivery of the Shareholder Dispute Notice, for the determination of the value of the Share Claim.

Creditor Claims Procedure

15. The Receiver shall on or before August 31, 2021, or such other date as the Receiver may determine, send by regular mail a claims package and proof of claim (the "**Creditor Proof of Claim**"), substantially in the form attached hereto as **Schedule D**, to each known creditor of the Debtors (the "**Creditor Claims Package**");
16. The Receiver shall also post electronic copies of the Creditor Claims Package on the Receiver's website at www.insolvencies.deloitte.ca/en-ca/Kami as soon as practically possible after August 15, 2021.
17. The Creditor Claims Package shall include notice that the Receiver may from time to time apply to the Court for direction in respect of the Claims Process and that it may apply to the Court for a final Order, and setting forth a method for the Creditors to advise the Receiver whether they want to be given notice of either:
- (i) all applications made by the Receiver in respect of these receivership proceedings, if any, including the application for the final Order; or
- (ii) only the application for the final Order, if any;

which notice will be given by the Receiver if so requested, by electronic mail in accordance with instructions received from the Creditors requesting notice.

18. On or before September 7, 2021, or such other dates as the Receiver shall determine, an advertisement shall be published on two different days in newspapers in the jurisdictions in which the Debtors operated, seeking the claims of Creditors that have any right or claim in respect of the Debtors, whether or not asserted, in connection with any indebtedness, liability, or obligation of any kind whatsoever (a "**Creditor Claim**");
19. Any person who may have a Creditor Claim shall prepare and submit the Creditor Proof of Claim, and serve it on the Receiver by either courier, facsimile or electronic mail, on or before 5:00 p.m. (Mountain Time) on November 30, 2021 (the "**Creditor Claims Bar Date**");
20. The Receiver shall have until December 14, 2021 to review the Creditor Proof(s) of Claim and the Receiver may allow or disallow all or any portion of a Creditor Claim, and communicate any disallowance of a Creditor Claim to the claimant, by delivering a notice of revision or disallowance, substantially in the form attached hereto as **Schedule E** (the "**Creditor Notice of Revision or Disallowance**"). The Creditor Notice of Revision or Disallowance will be deemed to have been received on the following business day;
21. Any claimant will have 14 business days from the day of receipt of a Creditor Notice of Revision or Disallowance to deliver a notice of dispute, substantially in the form attached hereto as **Schedule F** (the "**Creditor Notice of Dispute**"), to the Receiver;
22. The Receiver may attempt to consensually resolve any Creditor Notice of Dispute. If same cannot be resolved, the claimant shall file with this Court an application in the within proceedings within 15 days following delivery of the Creditor Notice of Dispute, for the determination of the value of the Creditor Claim; and
23. Where a Creditor Claim has been allowed by the Receiver in accordance with this Order, such Creditor Claim shall constitute such claimant's proven Creditor Claim for the purposes of these proceedings.

Administration of the Claims Process

24. In carrying out the Shareholder Claims Procedure, the Receiver is not required to comply, or otherwise effect compliance, with any requirement under the *British Columbia Corporations Act*, the *Ontario Business Corporations Act* or any regulation thereunder, or any other statutory or regulatory requirement, relating to the authorization or payment of a return of stated capital or a dividend. In particular, but without limiting the generality of the foregoing, the Receiver is not required to comply with any statutory or regulatory requirement for calling or holding a shareholders' meeting, any required ordinary or special resolution of the shareholders or directors of the Debtors, or any procedural or administrative formality related to the foregoing. All necessary approvals, resolutions, filings and procedural formalities necessary to make any distributions to shareholders are hereby deemed to have been obtained or complied with.
25. The Receiver and/or its advisors or representatives are hereby authorized to maintain and update the Debtors' share registers and lists of shareholders in connection with the Shareholder Claims Procedure. 

26. The Receiver is hereby authorized to engage agents, counsel and such other persons, if any, from time to time and on whatever basis, including on a temporary basis, to assist in carrying out the Claims Process.
27. The Receiver is hereby authorized to take all steps and actions, and to do all things, necessary or appropriate to implement the Claims Process as described herein and to enter into, execute, deliver, implement and consummate all of the steps, transactions, filings, notices and agreements contemplated or required in connection with the Claims Process.
28. The Receiver is hereby authorized to withhold a portion of the Sale Proceeds that the Receiver determines to be reasonable, after payment in full of the Creditors in accordance with the Creditor Claims Procedure, in order to fund all fees, costs and contingencies necessary to complete the administration of the within receivership proceedings.
29. The Receiver is not required to make any distribution to Shareholders or Creditors that is less than \$10.00.

Limitation of Liability

30. In carrying out the terms of this Order, the Receiver and its agents and representatives: (i) shall incur no liability or obligation and shall be released and discharged from any and all demands, losses, claims, damages or liabilities, of any nature or kind, to any person, save and except for any fraudulent act, gross negligence or wilful misconduct on its part, as so found by a court of competent jurisdiction; (ii) shall be entitled to rely on the books and records and information of the Debtors, including the share registers of the Debtors, the share register provided by TSX Trust and the Holders of Record provided by CDS, all without independent investigation; and (iii) shall not be liable for any demands, losses, claims, damages or liabilities, of any nature or kind, to any person in connection with or resulting from any errors or omissions in such books, records or information, save and except for any fraudulent act, gross negligence or wilful misconduct on its part as so found by a court of competent jurisdiction. For greater certainty, but without limiting the generality of the foregoing, the Receiver shall not be liable to any government or regulatory agency or authority for failing to withhold or remit any amount owed by the Debtors in taxes in respect of the distributions to shareholders, all of which taxes shall be for the account of such shareholders.

Approval of Fees and Disbursements

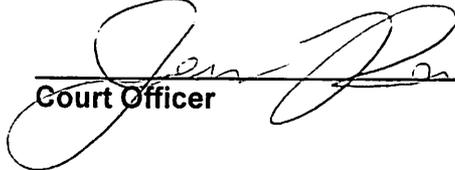
31. The activities, fees and disbursements of the Receiver as described in the Second Report are hereby approved.
32. The Receiver's Statement of Receipts and Disbursements for the period from January 23, 2019 to June 30, 2021, attached to the Second Report as Appendix "B", is hereby approved.

General

33. The Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

34. This Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada to give effect to this Order and to assist the Receiver and its respective agents and representatives in carrying out the terms of this Order. All such courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver as may be necessary or desirable to give effect to this Order or to assist the Receiver and its respective agents and representatives in carrying out the terms of this Order.

DATED at St. John's, in the Province of Newfoundland and Labrador, this 13th day of August, 2021.



Court Officer



SCHEDULE "A"

**IN THE MATTER OF THE RECEIVERSHIP OF
KAMI MINE LIMITED PARTNERSHIP, KAMI GENERAL PARTNER LIMITED, AND
ALDERON IRON ORE CORP.
of Vancouver, in the Province of British Columbia**

SHAREHOLDER PROOF OF CLAIM

PROOF OF CLAIM

For Share Claims Arising Pursuant to the Shareholder Claims Procedure

Defined terms not defined in this Shareholder Proof of Claim shall have the meaning ascribed in the Claims Process Order, dated August [], 2021.

Regarding the claim of _____ (referred to in this form as the "Shareholder").
(Name of Shareholder)

All notices or correspondence regarding this claim to be forwarded to the Shareholder at the following address:

Tel: _____ Email: _____

Fax: _____

I, _____ residing in the _____ of
(name of person signing claim) (city, town, etc.)

_____ in the province of _____
(name of city, town, etc.) (province or state)

Do hereby certify that:

I am the Shareholder or I am _____ of the Shareholder.
(if an officer or employee of the company, state position or title)

I have knowledge of all the circumstances connected with the Share Claim referred to in this form.

The Shareholder was, as at the Record Date, and still is holding _____ Shares,
as shown by the documentary evidence attached hereto and marked "Schedule A" in support of the Share Claim.

Please provide full particulars of the Share Claim and supporting documentation, including share certificates, number of shares held, description of transaction(s) or agreements(s), records, etc. giving rise to the Share Claim.

THIS SHAREHOLDER PROOF OF CLAIM MUST BE RETURNED AND RECEIVED BY THE RECEIVER BY 5:00 P.M. (MOUNTAIN TIME) ON THE SHAREHOLDER CLAIMS BAR DATE AT THE FOLLOWING ADDRESS:

Deloitte Restructuring Inc.
Attn: Georgia Young
Suite 700, 850 - 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@deloitte.ca

DATED at _____, this _____ day of _____, 2021.

Witness

(Signature of individual completing the form)

Must be signed and witnessed



SCHEDULE "B"

IN THE MATTER OF THE RECEIVERSHIP OF
KAMI MINE LIMITED PARTNERSHIP, KAMI GENERAL PARTNER LIMITED, AND
ALDERON IRON ORE CORP.
of Vancouver,
in the Province of British Columbia

SHAREHOLDER NOTICE OF REVISION OR DISALLOWANCE

Share Claim Reference No.: _____

To: _____
(Name of Shareholder)

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

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

	Shareholder Proof of Claim	Share Claim Allowed
Shares (number of units)	_____	_____

REASON(S) OF DISALLOWANCE:

If you intend to dispute the Shareholder Notice of Revision or Disallowance, you must within 14 days of the date of receipt of the Shareholder Notice of Revision or Disallowance deliver to the Receiver this Shareholder Dispute Notice either by courier, facsimile or electronic mail to the address noted below. Shareholder 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: Georgia Young
Suite 700, 850 - 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@deloitte.ca

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

DMB

DATED at _____, this _____ day of _____, 2021.

SERVICE OF CREDITOR DISPUTE NOTICE:

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 this 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: Georgia Young
Suite 700, 850 – 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@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) THE 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 THE CREDITOR NOTICE OF REVISION OR DISALLOWANCE.

DATED at _____, this _____ day of _____, 2021.

Witness

(Name of Creditor)

Per: _____
Name:
Title:

Must be signed and witnessed

SCHEDULE "D"

**IN THE MATTER OF THE RECEIVERSHIP OF
KAMI MINE LIMITED PARTNERSHIP, KAMI GENERAL PARTNER LIMITED, AND
ALDERON IRON ORE CORP.
of Vancouver,
in the Province of British Columbia**

NOTICE TO CREDITORS

On June 17, 2020, Deloitte Restructuring Inc. ("**Deloitte**") was appointed by Order of the Supreme Court of Newfoundland and Labrador (the "**Receivership Order**") as the receiver (the "**Receiver**"), without security, of all the personal property of Kami Mine Limited Partnership ("Kami LP"), Kami Mine General Partner Limited ("**Kami GP**"), and Alderon Iron Ore Corp. ("**Alderon**") (collectively the "**Kami Group of Companies**"). On August [], 2021, the Court granted an Order (the "**Claims Process Order**") directing the Receiver to solicit claims from all creditors in respect of the Kami Group of Companies (a "**Creditor**") for the purposes of identifying those creditors with valid claims in respect of the Kami Group of Companies (a "**Creditor Claim**"), and determination of such Creditor Claims.

Any Creditor having a Creditor Claim in respect of the Kami Group of Companies arising on or before June 17, 2020, of any nature whatsoever, including an unsecured, secured, contingent or unliquidated claim is required to file, in the manner set out in this Notice to Creditors, a Creditor Proof of Claim in the prescribed form (which has been provided to you with this Notice to Creditors) with the Receiver in order to participate in any distribution associated with these proceedings.

Additional copies of the prescribed Creditor Proof of Claim can be obtained by contacting the Receiver via telephone at 403-956-0365 or via email at geyoung@deloitte.ca, or it can be downloaded from the Receiver's website at:

www.insolvencies.deloitte.ca/en-ca/Kami

Any Creditor who chooses to file a Creditor Proof of Claim is required to provide whatever documentation they may have to support their Creditor Claim in respect of the Kami Group of Companies, such as contracts, invoices, bills of lading, and shipping receipts, in relation to the goods and/or services provided to the Kami Group of Companies in the appropriate currency under which their Creditor Claim arose.

All Creditor Proof of Claim forms, together with the required supporting documentation, must be sent by mail, personally delivered, or sent by courier, facsimile or electronic mail to the following contact information on or before 5:00 p.m. (Mountain Time) on November 30, 2021 (the "Creditor Claims Bar Date").

Deloitte Restructuring Inc.
Attn: Georgia Young
Suite 700, 850 – 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@deloitte.ca

All creditors must account for the following:

1. All Creditor Claims must be adjusted for any equipment and/or other assets released by the Kami Group of Companies to the Creditor whether by court order or otherwise; and
2. Where a Creditor is claiming an offset against all or a portion of amounts owing to the Kami Group of Companies, full particulars of the offset must be included.

All Creditor Claims received by the Receiver after the Creditor Claims Bar Date will, unless otherwise ordered by the Court, be forever extinguished and barred.

The Receiver will accumulate the Creditor Proof of Claim forms and, in due course, provide to the Creditor a notice in writing by registered mail, courier, facsimile or electronic mail as to whether their Creditor Claim is accepted, or disputed in whole or in part, and indicating the reason for the dispute pursuant to a Creditor Notice of Revision or Disallowance.

Where a Creditor objects to a Creditor Notice of Revision or Disallowance, the Creditor shall notify the Receiver of its objection in writing (the "**Creditor Dispute Notice**") within 14 days from the date the Creditor Notice of Revision or Disallowance was received.

The Receiver will attempt to consensually resolve disputes with respect to any Creditor Claim. If the dispute cannot be resolved, the Creditor will be required to bring an application before the Court for the determination of the Creditor Claim.

DMB



A creditor that does not provide to the Receiver a Creditor Dispute Notice to a Creditor Notice of Revision or Disallowance issued by the Receiver shall, unless otherwise ordered by the Court, be conclusively deemed to have accepted the assessment of its Creditor Claim as set out in such Creditor Notice of Revision or Disallowance.

DATED at _____, this _____ day of _____, 2021.

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:

Robert J. Taylor, FCPA, FCA, CIRP, LIT

Per:

Ryan Adlington, CPA, CA, CIRP, LIT

**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 66.14(b) of the Act

All notices or correspondence regarding this claim are to be forwarded to the following address:

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 _____:

I, _____ residing in the City/Town of _____ in the Province of _____, do hereby certify that:

1. I am a creditor of the above-selected debtor.
2. 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 **17th day of June, 2020**, and still is indebted to the above-named creditor in the sum of \$_____ 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.*)
4. Complete appropriate category:
 - A. UNSECURED CLAIM of \$_____ That in respect of this debt, I do not hold any assets of the debtor as security and:
 - Regarding the amount of \$_____ I do not claim a right to a priority.
 - Regarding the amount of \$_____, I claim a right to a priority under Section 136 of the Act.
 - B. 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.*)
 - C. SECURED CLAIM of \$_____ 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.*)
 - D. CLAIM BY FARMER, FISHERMAN or AQUACULTURIST of \$_____ 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.*)
 - E. CLAIM BY WAGE EARNER OF \$_____
 - That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$_____
 - 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.*)
 - ~~F. 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 \$_____~~
 - ~~G. CLAIM AGAINST DIRECTOR of \$_____~~
(*To be filed when a proposal provides for the compromise of claims against directors.*)

DIB

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.)*

H. ~~CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____~~

~~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 _____, this _____ day of _____, 2021.
(CITY & PROVINCE)

(SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM)

(SIGNATURE OF WITNESS)

(CREDITOR'S PHONE 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

SCHEDULE "E"

IN THE MATTER OF THE RECEIVERSHIP OF
KAMI MINE LIMITED PARTNERSHIP, KAMI GENERAL PARTNER LIMITED, AND
ALDERON IRON ORE CORP.
of Vancouver,
in the Province of British Columbia

CREDITOR NOTICE OF REVISION OR DISALLOWANCE

Creditor Claim Reference No.: _____

To: _____
(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 [], 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 (\$)	_____	_____

REASON(S) OF DISALLOWANCE:

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 this 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: Georgia Young
Suite 700, 850 - 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@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 _____, this _____ day of _____, 2021.



SERVICE OF SHAREHOLDER DISPUTE NOTICE:

If you intend to dispute the Shareholder Notice of Revision or Disallowance, you must **within 14 days of the date of receipt of the Shareholder Notice of Revision or Disallowance** deliver to the Receiver this Shareholder Dispute Notice either by courier, facsimile or electronic mail to the address noted below. Shareholder 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: Georgia Young
Suite 700, 850 – 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@deloitte.ca

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

DATED at _____, this _____ day of _____, 2021.

Witness

(Name of Shareholder)

Per: _____
Name:
Title:

Must be signed and witnessed

Appendix "B"

**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 APRIL 25, 2022**

	Kami Limited Partnership	Kami General Partner Limited	Alderon Iron Ore Corp.	Total
Receipts				
Sale of assets - Cash	15,000,000			15,000,000
Sale of equipment	80,000			80,000
Interest	19,152			19,152
Rental income	6,957			6,957
GST/HST collected	1,043			1,043
Transfer of funds from related Estates	(290)	145	145	-
Total receipts	15,106,862	145	145	15,107,152
Disbursements				
Receiver's fees and costs	293,853			293,853
Legal fees/disbursements	186,614			186,614
Storage	152,493			152,493
Newspaper advertising	24,527			24,527
GST Paid	31,837	7	7	31,851
QST Paid	14,413			14,413
Insurance	15,445			15,445
Auction expenses	15,500			15,500
Operating expenses	7,703			7,703
HST/GST remitted	1,043			1,043
Lease payments	302			302
Licence Fee	200			200
Mail Redirection	139	139	139	416
Filing fees paid to Official Receiver	70			70
Bank Charges	18			18
Total disbursements	744,157	145	145	744,448
Estate funds as at April 25, 2022	14,362,705	(0)	(0)	14,362,704

Appendix "C"

**IN THE MATTER OF THE RECEIVERSHIP OF THE KAMI GROUP OF COMPANIES
SCHEME OF DISTRIBUTION TO PROVEN CREDITORS
AS AT APRIL 25, 2022
\$CAD**

Creditors	Claims Filed	Contingent Claims	NORs	Claims Accepted
Alderon	5,772,713	517,329	5,144,763	113,036
Metso Minerals Canada Inc.	5,101,103		5,101,103	
CRA	517,329	517,329		
King & Bay	102,276			102,276
Tayfun Eldem	41,433		41,433	
Borden Ladner Gervais LLP	8,346			8,346
TransPerfect Translations	2,228		2,228	2,415
Kami GP	5,101,103		5,101,103	
Metso Minerals Canada Inc.	5,101,103		5,101,103	
Kami LP	8,686,760	1,105	5,101,103	3,584,552
Metso Minerals Canada Inc.	5,101,103		5,101,103	
Worley Canada Services Ltd.	3,479,554			3,479,554
Takraf Canada Inc	97,125			97,125
King & Bay	7,873			7,873
CRA	1,105	1,105		
Grand Total	19,560,577	518,434	15,346,969	3,697,588

Appendix "D"

**IN THE MATTER OF THE RECEIVERSHIP OF THE KAMI GROUP OF COMPANIES
SCHEME OF DISTRIBUTION TO PROVEN SHAREHOLDERS
AS AT APRIL 25, 2022
SCAD**

Shareholder	Kami Limited Partnership		Kami General Partner Limited		Alderon Iron Ore Corp.		
	Shareholdings (%)	Total (\$)	Shareholdings (%)	Total (\$)	Shareholdings (units)	Shareholdings (%)	1st Interim Distribution
Kami General Partner Limited	0.001%	101.55					
Alderon Iron Ore Copr.	74.999%	7,616,131.32	75.000%	76.16			
HBIS International Holdings (Canada) Co. Ltd.	25.000%	2,538,744.29	25.000%	25.39			

TSX/CDS registrants

Haywood Securities Inc.	43,274,415	30.53%	2,133,014.85
HBIS International Holdings Luxembourg Co. SARL	25,858,889	18.25%	1,274,595.96
Scotia Capital Inc.	9,782,754	6.90%	482,196.23
Haywood Securities Inc.	9,398,727	6.63%	463,267.37
TD Waterhouse Canada Inc.	9,157,085	6.46%	451,356.73
CIBC World Markets	8,579,371	6.05%	422,880.95
BMO Nesbitt Burns Inc.	8,044,501	5.68%	396,516.97
RBC Dominion Securities	7,747,685	5.47%	381,886.78
Fidelity Clearing Canada ULC	4,589,977	3.24%	226,241.98
DEPOSITORY TRUST COMPANY	3,923,500	2.77%	193,391.03
NBF INC	2,568,245	1.81%	126,589.92
VALEURS MOBILIERES DESJARDINS	2,294,442	1.62%	113,094.05
Credential Qtrade Securities Inc.	1,254,526	0.89%	61,836.14
IAN ROBERT ASHBY	886,190	0.63%	43,680.69
THE BANK OF NOVA SCOTIA	712,000	0.50%	35,094.79
QUESTRADE INC.	596,073	0.42%	29,380.70
CITIBANK CDA - CLIENT	519,298	0.37%	25,596.43
CIBC Mellon (COMO)	500,307	0.35%	24,660.35
CEDE & CO	473,547	0.33%	23,341.34
PI Financial Corp	392,087	0.28%	19,326.14
ROYAL BANK OF CDA-TOR (CLIENT)	309,205	0.22%	15,240.85
RF Securities Clearing	225,447	0.16%	11,112.38
CANACCORD GENUITY CORP.	132,565	0.09%	6,534.19
BBS SECURITIES INC	123,159	0.09%	6,070.56
INTERACTIVE BROKERS CANADA INC	79,450	0.06%	3,916.13
MANULIFE SECURITIES INC.	76,222	0.05%	3,757.02
LEEDE JONES GABLE INC.	62,704	0.04%	3,090.71
CROFT HOLDING CORPORATION	37,500	0.03%	1,848.39
STATE STREET TRUST (CLIENT)	30,019	0.02%	1,479.65
ODLUM BROWN	22,375	0.02%	1,102.87
EDWARD JONES	21,632	0.02%	1,066.25
ROYAL BANK - EUROCLEAR	7,500	0.01%	369.68
ALBERTA TREASURY BRANCHES	5,464	0.00%	269.32
MERRILL LYNCH CDA INC	5,215	0.00%	257.05
GLOBAL CAPITAL GROUP LTD	4,687	0.00%	231.02
OSCAR YOKOI	4,334	0.00%	213.62
INTERNATIONAL MINERAL RESOURCES LTD	4,000	0.00%	197.16
LAIRD RICE	3,500	0.00%	172.52
LAIRD RICE	3,450	0.00%	170.05
SCOTTISH HOLDINGS LTD	2,778	0.00%	136.93
COLIN LEECH PORTER	2,000	0.00%	98.58
W. D. LATIMER CO. LTD.	1,949	0.00%	96.07
BANQUE LAURENTIENNE - VMBL	1,800	0.00%	88.72
RAYMOND JAMES LIMITED	1,350	0.00%	66.54
TOMMY PLAMONDON	1,201	0.00%	59.20
MATTHIAS HAMMER	1,000	0.00%	49.29
WEST CANADA DEPOSITORY TRUST	798	0.00%	39.33
MACKIE RESEARCH CAPITAL CORP.	598	0.00%	29.48
Alexandre Levesque	400	0.00%	19.72
MCDERMID ST LAWRENCE	350	0.00%	17.25
ENAVEST INTERNACIONAL S A	316	0.00%	15.58
BRANDON HYNES	200	0.00%	-
JOCELYN TREMBLAY	200	0.00%	-
LUCAS HYNES	200	0.00%	-
PASQUALE A VITAGLIANO	160	0.00%	-
MLPF & S CUST FBO MICHAEL DICARLO IRRA	140	0.00%	-
MLPF & S CUST FBO JOHN DICARLO IRRA	122	0.00%	-
ANA BARBARA BENKERT	118	0.00%	-
LINDSAY KIRKLAND	50	0.00%	-
BARBARA E ROMANO	37	0.00%	-
CHUNGTO HO	29	0.00%	-
ANTHONY M C VOGELAAR	15	0.00%	-
HENRY WONG & LUCY L	14	0.00%	-
DANIEL O'BAR & BARBARA	11	0.00%	-
GEORGE WALLIS	11	0.00%	-
ROBERT BARSANTI & MARGARET	8	0.00%	-
JOSEPH P MONACO	7	0.00%	-
MAMDOUH I FARID & WADIA	7	0.00%	-
RICHARD TISCHLER	7	0.00%	-
WILLIAM HEINRICHS	7	0.00%	-

**IN THE MATTER OF THE RECEIVERSHIP OF THE KAMI GROUP OF COMPANIES
SCHEME OF DISTRIBUTION TO PROVEN SHAREHOLDERS
AS AT APRIL 25, 2022
SCAD**

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

**IN THE MATTER OF THE RECEIVERSHIP OF THE KAMI GROUP OF COMPANIES
SCHEME OF DISTRIBUTION TO PROVEN SHAREHOLDERS
AS AT APRIL 25, 2022
SCAD**

Shareholder	Kami Limited Partnership		Kami General Partner Limited		Alderon Iron Ore Corp.		
	Shareholdings (%)	Total (\$)	Shareholdings (%)	Total (\$)	Shareholdings (units)	Shareholdings (%)	1st Interim Distribution
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%	-
							<u>6,985,765.50</u>

Appendix "E"

**IN THE MATTER OF THE RECEIVERSHIP OF
KAMI MINE LIMITED PARTNERSHIP, KAMI GENERAL PARTNER LIMITED, AND
ALDERON IRON ORE CORP.
of Vancouver
in the Province of British Columbia**

NOTICE TO CREDITORS

On June 17, 2020, Deloitte Restructuring Inc. ("**Deloitte**") was appointed by Order of the Supreme Court of Newfoundland and Labrador (the "**Receivership Order**") as the receiver (the "**Receiver**"), without security, of all the personal property of Kami Mine Limited Partnership ("Kami LP"), Kami Mine General Partner Limited ("**Kami GP**"), and Alderon Iron Ore Corp. ("**Alderon**") (collectively the "**Kami Group of Companies**"). On August 13, 2021, the Court granted an Order (the "**Claims Process Order**") directing the Receiver to solicit claims from all creditors in respect of the Kami Group of Companies (a "**Creditor**") for the purposes of identifying those creditors with valid claims in respect of the Kami Group of Companies (a "**Creditor Claim**"), and determination of such Creditor Claims.

Any Creditor having a Creditor Claim in respect of the Kami Group of Companies arising on or before June 17, 2020, of any nature whatsoever, including an unsecured, secured, contingent or unliquidated claim is required to file, in the manner set out in this Notice to Creditors, a Creditor Proof of Claim in the prescribed form (which has been provided to you with this Notice to Creditors) with the Receiver in order to participate in any distribution associated with these proceedings.

Additional copies of the prescribed Creditor Proof of Claim can be obtained by contacting the Receiver via telephone at 403-956-0365 or via email at geyoung@deloitte.ca, or it can be downloaded from the Receiver's website at:

www.insolvencies.deloitte.ca/en-ca/Kami

Any Creditor who chooses to file a Creditor Proof of Claim is required to provide whatever documentation they may have to support their Creditor Claim in respect of the Kami Group of Companies, such as contracts, invoices, bills of lading, and shipping receipts, in relation to the goods and/or services provided to the Kami Group of Companies in the appropriate currency under which their Creditor Claim arose.

All Creditor Proof of Claim forms, together with the required supporting documentation, must be sent by mail, personally delivered, or sent by courier, facsimile or electronic mail to the following contact information on or before 5:00 p.m. (Mountain Time) on November 30, 2021 (the "Creditor Claims Bar Date").

Deloitte Restructuring Inc.
Attn: Georgia Young
Suite 700, 850 – 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@deloitte.ca

All creditors must account for the following:

1. All Creditor Claims must be adjusted for any equipment and/or other assets released by the Kami Group of Companies to the Creditor whether by court order or otherwise; and
2. Where a Creditor is claiming an offset against all or a portion of amounts owing to the Kami Group of Companies, full particulars of the offset must be included.

All Creditor Claims received by the Receiver after the Creditor Claims Bar Date will, unless otherwise ordered by the Court, be forever extinguished and barred.

The Receiver will accumulate the Creditor Proof of Claim forms and, in due course, provide to the Creditor a notice in writing by registered mail, courier, facsimile or electronic mail as to whether their Creditor Claim is accepted, or disputed in whole or in part, and indicating the reason for the dispute pursuant to a Creditor Notice of Revision or Disallowance.

Where a Creditor objects to a Creditor Notice of Revision or Disallowance, the Creditor shall notify the Receiver of its objection in writing (the "**Creditor Dispute Notice**") within 14 days from the date the Creditor Notice of Revision or Disallowance was received.

The Receiver will attempt to consensually resolve disputes with respect to any Creditor Claim. If the dispute cannot be resolved, the Creditor will be required to bring an application before the Court for the determination of the Creditor Claim.

A creditor that does not provide to the Receiver a Creditor Dispute Notice to a Creditor Notice of Revision or Disallowance issued by the Receiver shall, unless otherwise ordered by the Court, be conclusively deemed to have accepted the assessment of its Creditor Claim as set out in such Creditor Notice of Revision or Disallowance.

DATED at Calgary, Alberta, this 27th day of August, 2021.

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:



Robert J. Taylor, FCPA, FCA, CIRP, LIT

Per:



Ryan Adlington, CPA, CA, CIRP, LIT

**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 66.14(b) of the Act

All notices or correspondence regarding this claim are to be forwarded to the following address:

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 _____:

I, _____ residing in the City/Town of _____ in the Province of _____, do hereby certify that:

1. I am a creditor of the above-selected debtor.
2. 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 **17th day of June, 2020**, and still is indebted to the above-named creditor in the sum of \$ _____ 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.*)
4. Complete appropriate category:
 - A. UNSECURED CLAIM of \$ _____
That in respect of this debt, I do not hold any assets of the debtor as security and:
 - Regarding the amount of \$ _____ I do not claim a right to a priority.
 - Regarding the amount of \$ _____, I claim a right to a priority under Section 136 of the Act.
 - B. 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.*)
 - C. SECURED CLAIM of \$ _____
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.*)
 - D. CLAIM BY FARMER, FISHERMAN or AQUACULTURIST of \$ _____
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.*)
 - E. CLAIM BY WAGE EARNER OF \$ _____
 - That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
 - 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.*)
 - F. ~~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 \$ _____~~
 - G. ~~CLAIM AGAINST DIRECTOR of \$ _____~~
(*To be filed when a proposal provides for the compromise of claims against directors.*)

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.)*

H. ~~CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM \$ _____~~

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 _____, this _____ day of _____, 2021.
(CITY & PROVINCE)

(SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM)

(SIGNATURE OF WITNESS)

(CREDITOR'S PHONE 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

Appendix "F"

**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 66.14(b) of the Act

All notices or correspondence regarding this claim are to be forwarded to the following address:

**LANGLOIS AVOCATS S.E.N.C.R.L., C/O ME CHARLES LAPOINTE, COMPLEXE JULES-DALLAIRE, TOUR 3,
2820, BOULEVARD LAURIER, 13E ÉTAGE, QUÉBEC (QUÉBEC) G1V 0C1**

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 **METSO MINERALS CANADA INC. CENTRAL AMERICA,**
I, **OLLI NATHAN, VP FINANCE NORTH AND** residing in the City/Town of **LACHINE** in the Province of **QUÉBEC**, do hereby certify that:

1. I am a creditor of the above-selected debtor.
2. 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 ~~17th day of June, 2020~~, and still is indebted to the above-named creditor in the sum of \$ **USD\$ 5,101,103.01** as specified in the statement of a ~~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.*)
4. Complete appropriate category:
 - A. UNSECURED CLAIM of \$ _____
That in respect of this debt, I do not hold any assets of the debtor as security and:
 - Regarding the amount of \$ _____ I do not claim a right to a priority.
 - Regarding the amount of \$ _____, I claim a right to a priority under Section 136 of the Act.
 - B. 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.*)
 - C. SECURED CLAIM of \$ **USD\$ 5, 101,103.01 (USD\$ 4,430,795.61 + USD\$ 670,307.40)** _____
That in respect of this debt, I hold assets of the debtor valued at \$ ^{USD\$17 500 000 (to be perfected)} 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.*)
 - D. CLAIM BY FARMER, FISHERMAN or AQUACULTURIST of \$ _____
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.*)
 - E. CLAIM BY WAGE EARNER OF \$ _____
 - That I hereby make a claim under subsection 81.3(8) of the Act in the amount of \$ _____
 - 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.*)
 - F. 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 \$ _____
 - G. CLAIM AGAINST DIRECTOR of \$ _____
(*To be filed when a proposal provides for the compromise of claims against directors.*)

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.)*

H. ~~CLAIM OF A CUSTOMER OF A BANKRUPT SECURITIES FIRM~~

~~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 LACHINE, this 30th day of NOVEMBER, 2021.

(CITY & PROVINCE)



(SIGNATURE OF INDIVIDUAL COMPLETING THIS FORM)



(SIGNATURE OF WITNESS)

Olli Nathan : 514 261 6253

Me Charles Lapointe : 418 650-7016

(CREDITOR'S PHONE NUMBER)

Langlois Avocats : 418 650-7075

(CREDITOR'S FACSIMILE NUMBER)

charles.lapointe@langlois.ca

olli.nathan@mogroup.com

(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

Client Name: The Kami Mine Limited Partnership
Project Name: Kami Iron Ore Project
Jobsite Location: Wabush, NL, Canada
Project Number: 207040-00108

Purchase Order No: KAMI-WPO-POD-MS0002
Revision Date: 08-AUG-2013
Revision: 0

To: Metso Minerals Canada Inc. 795 George V Lachine, Quebec, H8S 2R9 CANADA		From: WorleyParsons Canada Services Ltd. Suite 604 - Atlantic Place 215 Water Street St. John's, Newfoundland and Labrador, A1C 6C9 CANADA	
Supplier Code: MINMET04		Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0 Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0 Refer All Questions and Correspondence to:	
Attention: Frank Cacchione Telephone: 514-239-9889 Fax: 514-485-4210 Email: frank.cacchione@metso.com		Attention: Maryam Shahr Aeini Telephone: 905-212-2203 Fax: 905-614-0188 Email: maryam.shahraeini@worleyparsons.com	
Tax Status: HST @ 13% NOT INCLUDED Payment Terms: Net 60 Days (See Progress Payment Schedule) Freight/Delivery Terms: See Notes Point of Origin: Various Expediting Level: Inspection Level: Full Surveillance		Previous Total Amount: 0.00 Increase / Decrease: 0.00 New Total Amount: 17,357,760.00 Amounts In: USD	
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS			

Please furnish Deliverable Items of this Purchase Order in accordance with the Instructions in Commercial Notes (Attached to this Purchase Order) and the Terms and Conditions. Please include the Purchase Order number on all Correspondence.

Attachments:

- 0 - Commercial Notes
- 1- Deliverable Items List
- 2- Material Requisition and Attachments
- 3- Supplier Data Requirements Form
- 4- Quality Assurance Requirements
- 5- Supplementary Quality Assurance Requirements
- 6- Packing and Shipping Requirements
- 7- General Terms and Conditions
- 8- Performance Warranties
- 9- Guideline to Suppliers for using Aconex

Signed for on behalf of The Kami Mine Limited Partnership:



Printed Name: _____

Printed Name: ^{FOR} Richard Buxo *DAVID LE LACHEUR*

Title: _____
Metso Minerals Canada Inc.

Title: Project Procurement Manager
WorleyParsons Canada Services Ltd.

Date: _____

Date: *09-AUG-2013*

Formal Acceptance of this Purchase Order is required upon receipt of the Purchase Order. Please sign and date the Cover Sheet and return it to the Buyer within 2 business days.



WorleyParsons

resources & energy



THE KAMI MINE
LIMITED PARTNERSHIP

THE KAMI MINE LIMITED PARTNERSHIP
Kami Iron Ore Project

RFQ # KAMI-WPO-PO-MS0002
AG/Ball Mills

Attachment 0 – Commercial Notes



ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
The Kami Mine Limited Partnership
207040-00018

- 1 **Pricing Agreement:**
All pricing is firm through shipment and not subject to escalation of any kind.

- 2 **Payment Terms:**
All payment terms are net 60 days from receipt by WorleyParsons Canada Services Ltd., of valid invoice with full supporting documentation except the 10% down payment as detailed in Sec 7.

- 3 **Goods and Service Newfoundland and Labrador Harmonized Sales Tax:**
Harmonized Sales Tax at 13% applies to the landed cost of all purchases which enter or originate within Canada. If Supplier is licensed to collect HST, supplier shall indicate their license number on all invoices and show HST as a separate item.

- 5 **Terms of Sale:**
 1. Terms of Sales:
FCA Points of Manufacture, Various for North American Suppliers per INCOTERMS 2010
FCA Port of Export (Loaded) for Non north American Locations per INCOTERMS 2010
 2. Freight Terms: Transportation arranged by and to Purchaser's Account
 3. If licensed to do so, Suppliers will invoice for HST. If not licensed to collect Newfoundland and Labrador HST, Kami will self-assess the required HST and remit directly to Newfoundland and Labrador Finance.

- 6 **Invoicing Instructions:**
Two (2) copies of all invoices shall be submitted to:
Kami Mine Limited Partnership
c/o WorleyParsons Canada Services Ltd.
2645 Skymark Avenue
Mississauga, ON L4W 4H2
Canada

Attention: Accounts Payable

Invoice breakdown has to be in accordance to Deliverable Items List line items.

- 7 **Progress Billing:**
The following Progress Billing Schedule applies to this purchase order and Supplier shall bill Purchaser accordingly.

10% Upon acceptance of Purchase Order and upon receipt of Letter of Credit (LOC) from Metso (0 weeks); the payment term of Net 60 days does not apply.
This LOC will be valid until completion of shipment and will be replaced with the 10% LOC for the duration of the warranty.
10% Upon submittal of the General Arrangement drawings for approval (6 - 8 weeks).
10% Upon receipt of first gear castings at point of manufacture (12 - 16 weeks).
15% Upon receipt of shell plates at point of manufacture (16 - 20 weeks).
15% Upon receipt of first rough head castings at point of manufacture (24 - 30 weeks).
15% Upon final machining of gears (36 - 39 weeks).
20% Upon notification of readiness to ship (Partial shipments are allowed) (Starting in 48 weeks).



**ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
The Kami Mine Limited Partnership
207040-00018**

5% Upon submissions of final shipment documents (when all components of this purchase have been received at site) and submittal of 10% Letter of Credit (LOC) for the duration of the warranty.

8 Cancellation Charges:

In the event of cancellation, charges payable to Metso will be auditable and negotiated on an actual cost incurred basis, as follows:

Calendar Months after placement	Cancellation Charges
0-2 months	15%
2-3 months	20%
3-4 months	35%
4-5 months	45%
5-6 months	55%
6-7 months	65%
7-8 months	75%
8-9 months	85%
9-10 months	90%
+10 months	100%

9 Document Submittal:

WorleyParsons is using a system called “Aconex” to exchange electronic documents with clients, suppliers, and associates. Aconex will provide secure transfer of confidential documents and can handle large files. Refer to the attached Guidelines for full instructions on uploading and downloading required specified data listed on the Supplier Data Requirement Form (SDRF) attached to this Purchase Order.

10 Tagging and/or Marking Instructions:

Purchase Order items herein, which indicate specific tagging instructions, must be tagged showing Tag Number, and Equipment Description and/or Function. The required tags must be of stainless steel and shall be permanently affixed to the item(s). If it is impractical to permanently affix tags as above, then these tags must be permanently wired to a non-disposable part of the item. In this case, stainless steel wire must be used to secure the tag to the item.

11 Preparation for Shipment:

Preparation for shipment shall be per Supplier standard “T-124 - Metso Export Shipping Standards (Revision July 22, 2005)”.

12 Supplier’s Promised Shipments:

All Engineering drawings and Final documentation shall be submitted by SUPPLIER in accordance with the schedule identified in Section III, Supplier Data Requirements Form.

SUPPLIER shall provide PRODUCTS (final components) on the agreed **delivery date of 56 weeks after receipt of a full release purchase order, (September 12, 2014)** in accordance with the freight terms detailed in Section 5, and Shipping and Marking Guideline. Prior to shipment SUPPLIER shall contact BUYER’S Expediter for complete shipping instructions.



ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
The Kami Mine Limited Partnership
207040-00018

- 13 **Origin of Shipment(s):**
Shell and Head for AG Mill: Canada / Spain
Shell and Head for Ball Mill: Canada
Various for different components

- 14 **Shipping Documents:**
The following documentation is required for all shipments.

a) Packing List

For all goods imported into Canada, the following documentation is required and the SUPPLIER shall ensure completion of required import documents for Canada Customs purposes.

b) Bill of Lading – SUPPLIER shall issue a bill of lading that complies with the applicable governing act of the jurisdiction of origin of shipment. If and as directed, on the shipping release from the BUYER, prior to shipment, SUPPLIER shall complete the declared value section of the bill of lading.

c) Canada Customs Invoice

d) Commercial Invoice – may be substituted for the Canada Customs Invoice, if available.

e) Certificate of Origin – duly certified by a Regional Board of Trade Office.
- or -

f) NAFTA Certificate of Origin, for qualified US & Mexico goods.

GOODS within North America which is destined for export or import within the North America Free Trade Agreement (NAFTA) context, is entitled to duty-free or “free-trade area” treatment:

- (i) Supplier guarantees that the Work will qualify for duty-free or “free-trade area” treatment;
- (ii) Supplier is required to comply with the rules of origin and the other applicable regulations of the NAFTA in order to obtain this entitlement;
- (iii) Supplier is responsible for the completion of the form “Exporter’s Certificate of Origin”; and
- (iv) Supplier is responsible for the delivery of this Certificate of Origin with the GOODS.



ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
The Kami Mine Limited Partnership
207040-00018

15 Packing List:

Ten (10) days prior to the shipping date SUPPLIER shall furnish the BUYER'S Expediter with a provisional typed packing list which must include the following information:

- The Purchase Order Number
- BUYER'S line item number which corresponds to each item shipped
- The SUPPLIER Identification
- Anticipated Shipping Date
- Quantity
- Description
- SUPPLIER'S Reference tag number (where applicable)
- SUPPLIER'S Reference part number and serial number if applicable
- Estimated gross weight (kg) of each shipping item (crate, skid, etc.)
- Length, width and height (cm) of each shipping item (crate, skid, etc.)
- Any special storage requirements for any and all material being shipped, ie indoor storage required, segregate per WHMIS regulations, etc. If special storage instructions are omitted from the packing list(s), any damage to the material due to improper storage shall be for the account of the SUPPLIER.

SUPPLIER may establish this packing list on its own form provided that this form is inclusive of all the information requested.

16 Manuals and Final Certified Drawings:

Last and final payments shall not be made until all copies of the manuals are made available for review by package's Engineer & Expeditor, and final certified prints, as stipulated in the Purchase Order, have been delivered to the BUYER'S Expeditor.

The required number of copies of the final manuals and final certified prints shall be delivered "free domicile", to The Kami Mine Limited Partnership (OWNER), c/o WorleyParsons Canada Services Ltd.(Agent), 2645 Skymark Avenue, Mississauga, ON L4W 4H2, Attention: Document Control.

The final documentation will be established as per the attached Supplier Data Requirements Form.

Final Data Requirements to be submitted no later than thirty (30) days after the availability of the Products.



ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
The Kami Mine Limited Partnership
207040-00018

17 Communications:

To BUYER:

All inquiries regarding commercial issues shall be directed to Buyer;

All inquiries regarding shipments/delivery and technical issues shall be directed to Expeditor and copied to Buyer.

Package Buyer: Maryam Shahr Aeini

Email: Maryam.shahraeini@worleyparsons.com

Package Expeditor: Carla Row

Email: Carla.row@worleyparsons.com

To SUPPLIER:

All inquiries shall be clearly marked with the Purchase Order No., Supplier's Work Order No. and shall be directed to:

Metso Minerals Canada Inc.

Contact Name: Anthony Maselli, Eng., PMP - Contract Manager

Telephone: (514) 485-4188

Email: Anthony.Maselli@metso.com

Supplier's Work Order No.: TBA

Purchase Order No: KAMI-WPO-PO-MS0002

18 Change Orders:

Any kind of change in the Purchase Order value or scope shall be authorized by Purchaser in writing.

19 Interpretation:

a. Requests for interpretation made by SUPPLIER as to the meaning of this Purchase Order and related documents must be directed to the Buyer.

b. Each request for interpretation must be submitted in writing or electronically to the Buyer.

20 Purchase Order Provisions:

Metso will issue two revised Letters of Credits shortly after PO award which have to be mutually agreed.



WorleyParsons

resources & energy



THE KAMI MINE
LIMITED PARTNERSHIP

THE KAMI MINE LIMITED PARTNERSHIP
Kami Iron Ore Project

RFQ # KAMI-WPO-PO-MS0002
AG/Ball Mills

Attachment 1 – Deliverable Items List



Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
Client Contract No.:

Purchase Order No: KAMI-WPO-PO-MS0002
Revision: 0
Revision Date: 08-AUG-2013

Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0
Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
1.1	1	0	1	1	EA	K230-MIL-0001	<p>Dual Pinion Autogenous Grinding Mill including:</p> <ul style="list-style-type: none"> -Shell, heads and detachable trunnions with liners, trunnion bearings, and required baseplates; -Feed chute arrangement including metal-lined rock box, trolley 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 (See Note 1.6 below); -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; -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 measurment/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. <p>Notes:</p> <p>Price Breakdown: AG Mill as per Datasheet KAMI-WPO-MC-DAS-K230-00001: \$9,487,000.00 USD Hydraulic Inching Drive: \$484,000.00 USD Mill Jacking System: \$240,000.00 USD Auxiliary Lubrication System : \$38,000.00 USD Start up & Commissioning Spares: \$8,000.00 USD Discount of 5.5%: \$564,135.00 USD</p> <p>Account Code: 207040-00108-35.K2-30.M.00-G060303-9111</p> <p>Shipping FCA Points of Manufacture, Various per INCOTERM 2010 for equipment manufactured in North America, FCA Port of Export(Loaded), Various per INCOTERM 2010 for equipment manufactured outside of North America.</p>	10,257,000.00	10,257,000.00	USD	12-Sep-2014	PORT OF EX
2.1	1	0	1	1	SET	KAMI-WPO-REQ-MS0002-001	Design and engineering, including approval of drawings / data, and all required logic and functional description to allow for programming in the plant PCS.	0.00	0.00	USD	12-Sep-2014	HOMEOFFICE



Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
Client Contract No.:

Purchase Order No: KAMI-WPO-PO-MS0002
Revision: 0
Revision Date: 08-AUG-2013

Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0
Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
3.1	1	0	1	1	SET	KAMI-WPO-REQ-MS0002-002	Services of Supplier's representative for supervision of field erection, start-up and commissioning (based on per diem rate). Notes: Field supervision for field erections and field commissioning - 60 days estimated by Metso Cost: \$2,200.00 USD / Day	0.00	0.00	USD	15-Apr-2015	JOBSITE
4.1	1	0	1	1	SET	KAMI-WPO-REQ-MS0002-003	Necessary training for personnel in both operations and maintenance (based on per diem rate). Notes: Site training for operator and maintenance personnel - 2.5 days Estimated by Metso Cost: \$2,120.00 USD/Day	0.00	0.00	USD	01-Nov-2015	JOBSITE
5.1	1	0	1	1	SET	KAMI-WPO-REQ-MS0002-004	Performance guarantee testing (based on per diem rate). Notes: Process commissioning services - 5 days estimated by Metso Cost: \$2,915.00 USD/Day	0.00	0.00	USD	15-Dec-2015	JOBSITE
6.1	1	0	1	1	SET	KAMI-WPO-REQ-MS0002-005	Supplier data submissions per Section III of this requisition. Notes: Drawing and document submission must be according to the SDR attached to the REQ for Purchase. The date of 10-Sep-2013 is for the earliest submission (Initial submission of GAD).	0.00	0.00	USD	10-Sep-2013	HOMEOFFICE



Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
Client Contract No.:

Purchase Order No: KAMI-WPO-PO-MS0002
Revision: 0
Revision Date: 08-AUG-2013

Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0
Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
7.1	1	0	1	1	EA	K250-MIL-0001	<p>Dual Pinion Regrind Ball Mill including:</p> <ul style="list-style-type: none"> -Shell, heads with detachable trunnions, trunnion bearings, and required baseplates; -Feed end equipment including, trolley mounted and lined feed spout, and winch for trolley 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 (see Note 1.6 below); -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; -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 measurment/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. <p>Notes:</p> <p>Price Breakdown: Ball Mill as per Datasheet KAMI-WPO-MC-DAS-K250-00003: \$7,475,000.00 USD Hydraulic Inching Drive including braking system: \$452,000.00 USD Mill Jacking System(Cradles ONLY): \$142,000.00 USD Auxiliary Lubrication System : \$38,000.00 USD Start up & Commissioning Spares: \$4,000.00 USD Discount of 5.5%: \$446,105.00 USD</p> <p>Account Code: 207040-00108~35.K2-50.M.00~G060303~9111</p> <p>Shipping FCA Points of Manufacture, Various per INCOTERM 2010 for equipment manufactured in North America, FCA Port of Export (Loaded), Various per INCOTERM 2010 for equipment manufactured outside of North America.</p>	8,111,000.00	8,111,000.00	USD	12-Sep-2014	PORT OF EX
8.1	1	0	1	1	SET	KAMI-WPO-REQ-MS0003-001	<p>Design and Enginnering, including approval of drawings / data, and all required logic and functional description to allow for programing in the Platn PCS.</p>	0.00	0.00	USD	12-Sep-2014	HOMEOFFICE



Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
Client Contract No.:

Purchase Order No: KAMI-WPO-PO-MS0002
Revision: 0
Revision Date: 08-AUG-2013

Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0
Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
9.1	1	0	1	1	SET	KAMI-WPO-REQ-MS0003-002	Services of Supplier's representative for supervision of field erection, start-up and commissioning (based on per diem rate). Notes: Field supervision for field erections and field commissioning - 60 days estimated by Metso Cost: \$2,200.00 USD / Day	0.00	0.00	USD	15-Apr-2015	JOBSITE
10.1	1	0	1	1	SET	KAMI-WPO-REQ-MS0003-003	Necessary training for personnel in both operations and maintenance (based on per diem rate). Notes: Site training for operator and maintenance personnel - 2.5 days Estimated by Metso Cost: \$2,120.00 USD/Day	0.00	0.00	USD	01-Nov-2015	JOBSITE
11.1	1	0	1	1	SET	KAMI-WPO-REQ-MS0003-004	Performance guarantee testing (based on per diem rate). Notes: Process commissioning services - 5 days estimated by Metso Cost: \$2,915.00 USD/Day	0.00	0.00	USD	15-Dec-2015	JOBSITE
12.1	1	0	1	1	SET	KAMI-WPO-REQ-MS0003-005	Supplier data submissions per Section III of this requisition. Notes: Drawing and document submission must be according to the SDR attached to the REQ for Purchase. The date of 10-Sep-2013 is for the earliest submission (Initial submission of GAD).	0.00	0.00	USD	10-Sep-2013	HOMEOFFICE

Other Costs

Item	Supp	Description	Value	Unit
DISCOUNT	0	5.5% Bundling Discount	-1,010,240.00	USD

Previous Total Amount: 0.00 USD
Change this Rev: 0.00 USD
New Total Amount: 17,357,760.00 USD



Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
Client Contract No.:

Purchase Order No: KAMI-WPO-PO-MS0002
Revision: 0
Revision Date: 08-AUG-2013

Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0
Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0

Progress Payment Schedule

Progress Payment Event	Payment %
10% Upon PO & and upon receipt of LOC from Metso	10
10% Upon submittal of GAD for approval	10
10% Upon receipt of first gear castings	10
15% Upon receipt of shell plates	15
15% Upon receipt of first rough head castings	15
15% Upon final machining of gears	15
20% Upon notification of readiness to ship	20
5% Upon final shipment and submittal of 10% LOC by Metso	5

Remarks for Purchase Order:

Shell and Head AG Mill: Canada / Spain
Shell and Head Ball Mill: Canada
Various for different components



WorleyParsons

resources & energy



THE KAMI MINE
LIMITED PARTNERSHIP

THE KAMI MINE LIMITED PARTNERSHIP
Kami Iron Ore Project

RFQ # KAMI-WPO-PO-MS0002
AG/Ball Mills

Attachment 2 – Material Requisitions



REQUISITION FOR PURCHASE
SECTION I - DELIVERABLE ITEMS LIST

Customer Name:	The Kami Mine Limited Partnership	Approved By:		Requisition No:	KAMI-WPO-REQ-MS0002
Project Title:	Kami Iron Ore Project	Approved Date:		Revision:	0
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:		Revision Date:	02-AUG-2013
Project No:	207040-00108			Requisition Title:	AUTOGENOUS GRINDING MILL

Item No	Commodity / Tag	Description	Prev Qty	Rev Qty	Total Qty	Unit	Delivery Designation
1.1	K230-MIL-0001	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 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 (See Note 1.6 below); -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; -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.		1	1	EA	PORT OF EX
2.1	KAMI-WPO-REQ-MS0002-001	Design and engineering, including approval of drawings / data, and all required logic and functional description to allow for programming in the plant PCS.		1	1	SET	HOMEOFFICE
3.1	KAMI-WPO-REQ-MS0002-002	Services of Supplier's representative for supervision of field erection, start-up and commissioning (based on per diem rate).		1	1	SET	JOBSITE
4.1	KAMI-WPO-REQ-MS0002-003	Necessary training for personnel in both operations and maintenance (based on per diem rate).		1	1	SET	JOBSITE
5.1	KAMI-WPO-REQ-MS0002-004	Performance guarantee testing (based on per diem rate).		1	1	SET	JOBSITE
6.1	KAMI-WPO-REQ-MS0002-005	Supplier data submissions per Section III of this requisition.		1	1	SET	HOMEOFFICE

Notes:							
1.1 a	Asbestos, whether combined with other materials or in free form, shall NOT be used in any installation, supplied equipment or packaging thereof. If asbestos is found to exist in an installation, supplied equipment or packaging, the installation, equipment or packaging will be rejected and the supplier shall be responsible for the removal and cleanup of all asbestos materials and all associated cleanup costs.						
1.1 b	Hazardous Substances - the presence or use of any hazardous substances (substances which have the potential to cause harm to the health of people through their use of the installation or supplied equipment) must be declared by the Supplier at Quotation and confirmed after Award of Purchase Order.						
1.1 c	Errors and Omissions - the Supplier shall advise the Purchaser in writing of any errors, omissions, inconsistencies, ambiguities or discrepancies identified in documentation provided by the Purchaser or the Customer.						
1.1 d	Items preceded with an asterisk (*) are new or have been revised.						
1.2	Design and Engineering cost to include approval of drawings and technical data up to "approved for construction" stage.						
1.3	Battery Limits: -The face of flange on inlet side of Mill feed chute; -Underside of feed equipment trolley wheels; -The Mill discharge trunnion liner outlet flange; -Underside of trunnion and pinion bearings base plates, but including anchor bolts; -Main Mill drive pinion shaft end; -Underside of hydraulic inching drive assembly support -Instrumentation and control panel terminals; -Terminal flanges or fittings of cooling water, plant air, instrument air and for fill up of lubricant reservoirs. The following work is excluded from Supplier's scope of work and will be supplied by the Purchaser:						



REQUISITION FOR PURCHASE

SECTION I - DELIVERABLE ITEMS LIST

Customer Name: The Kami Mine Limited Partnership	Approved By:	Requisition No: KAMI-WPO-REQ-MS0002
Project Title: Kami Iron Ore Project	Approved Date:	Revision: 0
Jobsite Location: Wabush, NL, Canada	Released To Procurement:	Revision Date: 02-AUG-2013
Project No: 207040-00108		Requisition Title: AUTOGENOUS GRINDING MILL

1.4	<ul style="list-style-type: none"> -Freight to site, receiving, unloading, and storage of material at site; -Field erection labour; -Piping external to and not forming an integral part of equipment and auxiliary systems; -Electrical, Instrument and Control wiring and conduit external to the equipment; -Mill foundation design and installation; -Shims and grout supply and installation; -Main Mill drive, motor and motor to pinnion coupling, clutch or TLC; -Lubricants and hydraulic fluids; -Shell and heads liners, including liner bolts; -Field installation of Mill liners including liner backing; -Discharge grates and pulp lifters; -Discharge chutes and launders; -Rails for retractable feed chute carriage; -Liner handling machine, including bolt breaker, hoist, etc.; -Equipment access platforms, walkways, hand railing, ladders and stairways, and -Mill PLC, MCC, and Plant Distributed Control System programming.
1.5	<p>Special Assembly and Packing for Shipment:</p> <ul style="list-style-type: none"> -All equipment critical dimensions and fits shall be checked and tested by the Supplier; -Equipment shall be shipped preassembled as per technical drawings, where practical; -Shipping FCA Points of Manufacture, Various per INCOTERM 2010 for equipment manufactured in North America. FCA Port of Export, Various per INCOTERM 2010 for equipment manufactured outside of North America. - See specification/guideline for packing, marking and shipping requirements in addition to this requisition.
1.6	Mill jacking system hydraulics will be shared with Re grind Ball Mill.



REQUISITION FOR PURCHASE

SECTION II - TECHNICAL DOCUMENTS AND ATTACHMENTS

Customer Name:	The Kami Mine Limited Partnership	Approved By:	Requisition No:	KAMI-WPO-REQ-MS0002
Project Title:	Kami Iron Ore Project	Approved Date:	Revision:	0
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:	Revision Date:	02-AUG-2013
Project No:	207040-00108		Requisition Title:	AUTOGENOUS GRINDING MILL

Document / Attachment No.	Document / Attachment Title	Document Rev	Applies to Item(s)
KAMI-ALD-DC-PRO-G000-00001	Kami Project - Project Document Control and Information Management Policy	2	1.1 / 6.1
KAMI-WPO-AT-SPC-G000-00002	Instrumentation and Control Specification for Packaged Equipment	0	1.1 / 2.1
KAMI-WPO-EL-SPC-G000-00001	Specification for Electrical Equipment in Mechanical Packages	0	1.1 / 2.1
KAMI-WPO-EL-SPC-G000-00007	Specification for Electrical Motors	0	1.1 / 2.1
KAMI-WPO-GS-SPC-G000-00001	Equipment Identification and Tagging Specification	0	1.1 / 6.1
KAMI-WPO-GS-SPC-G000-00002	Specification for Painting and Protective Coatings	0	1.1
KAMI-WPO-GS-SPC-G000-00003	Specification for Quality Requirements	0	ALL
KAMI-WPO-GS-SPC-G000-00004	Supplier Document Code Definitions	0	6.1
KAMI-WPO-GS-SPC-G000-00005	Specification for Installation, Operating and Maintenance Manuals	0	1.1 / 4.1
KAMI-WPO-GS-SPC-G000-00006	Specification for Spare Parts	0	1.1
KAMI-WPO-GS-SPC-G000-00007	Specification for Project Site Conditions	0	1.1 / 2.1
KAMI-WPO-MC-DAS-K230-00001	Data Sheet for AG Mill	0	1.1 / 2.1
KAMI-WPO-MC-SPC-G000-00001	General Mechanical Specification for Equipment Packages	0	1.1 / 2.1
KAMI-WPO-MC-SPC-K230-00001	Technical Specification for AG Mill	0	1.1 / 2.1
KAMI-WPO-ST-SPC-G000-00001	Specification for Structural and Miscellaneous Steel Fabrication and Erection	0	1.1 / 2.1

Notes:

2.1a	Items preceded with an asterisk (*) are new or have been revised.
2.2	For the the list of accepted exceptions to Technical Documents and Attachments, see Section 13 of Technical Specification for AG Mill, KAMI-WPO-MC-SPC-K230-0001.



REQUISITION FOR PURCHASE

SECTION I - DELIVERABLE ITEMS LIST

Customer Name:	The Kami Mine Limited Partnership	Approved By:	Requisition No:	KAMI-WPO-REQ-MS0003
Project Title:	Kami Iron Ore Project	Approved Date:	Revision:	0
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:	Revision Date:	02-AUG-2013
Project No:	207040-00108		Requisition Title:	REGRIND BALL MILL

Item No	Commodity / Tag	Description	Prev Qty	Rev Qty	Total Qty	Unit	Delivery Designation
1.1	K250-MIL-0001	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 trolley 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 (see Note 1.6 below); -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 brake, interconnecting hoses, instrumentations, power and control devices, wiring, motor starter, and local control panel; -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.		1	1	EA	PORT OF EX
2.1	KAMI-WPO-REQ-MS0003-001	Design and Enginnering, including approval of drawings / data, and all required logic and functional description to allow for programing in the Platin PCS.		1	1	SET	HOMEOFFICE
3.1	KAMI-WPO-REQ-MS0003-002	Services of Supplier's representative for supervision of field erection, start-up and commissioning (based on per diem rate).		1	1	SET	JOBSITE
4.1	KAMI-WPO-REQ-MS0003-003	Necessary training for personnel in both operations and maintenance (based on per diem rate).		1	1	SET	JOBSITE
5.1	KAMI-WPO-REQ-MS0003-004	Performance guarantee testing (based on per diem rate).		1	1	SET	JOBSITE
6.1	KAMI-WPO-REQ-MS0003-005	Supplier data submissions per Section III of this requisition.		1	1	SET	HOMEOFFICE

Notes:

1.1a	Asbestos, whether combined with other materials or in free form, shall NOT be used in any installation, supplied equipment or packaging thereof. If asbestos is found to exist in an installation, supplied equipment or packaging, the installation, equipment or packaging will be rejected and the supplier shall be responsible for the removal and cleanup of all asbestos materials and all associated cleanup costs.
1.1b	Hazardous Substances - the presence or use of any hazardous substances (substances which have the potential to cause harm to the health of people through their use of the installation or supplied equipment) must be declared by the Supplier at Quotation and confirmed after Award of Purchase Order.
1.1c	Errors and Omissions - the Supplier shall advise the Purchaser in writing of any errors, omissions, inconsistencies, ambiguities or discrepancies identified in documentation provided by the Purchaser or the Customer.
1.1d	Items preceded with an asterisk (*) are new or have been revised.
1.2	Design and Engineering cost to include approval of drawings and technical data up to "approved for construction" stage.Design and Engineering cost to include approval of drawings and technical data up to "approved for construction" stage.
1.3	Battery Limits: -The face of flange on inlet side of Mill feed spout; -Underside of feed equipment trolley wheels; -Discharge of trommel; -Underside of trunnion and pinnion bearings base plates, but including anchor bolts; -Main Mill drive pinnion shaft end; -Instrumentation and control panel terminals, and -Terminal flanges or fittings of cooling water, plant air, instrument air and for fill up of lubricant reservoirs.
1.4	The following work is excluded from Supplier's scope of work and will be supplied by the Purchaser: -Freight to site, receiving, unloading, and storage of material at site;



REQUISITION FOR PURCHASE

SECTION I - DELIVERABLE ITEMS LIST

Customer Name:	The Kami Mine Limited Partnership	Approved By:	Requisition No:	KAMI-WPO-REQ-MS0003
Project Title:	Kami Iron Ore Project	Approved Date:	Revision:	0
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:	Revision Date:	02-AUG-2013
Project No:	207040-00108		Requisition Title:	REGRIND BALL MILL

<ul style="list-style-type: none"> -Field erection labour; -Piping external to and not forming an integral part of equipment and auxiliary systems; -Electrical, Instrument and Control wiring and conduit external to the equipment; -Mill foundation design and installation; -Shims and grout supply and installation; -Main Mill drive, motor and motor to pinnion coupling, clutch or TLC; -Lubricants and hydraulic fluids; -Shell and heads liners, including liner bolts; -Field installation of Mill liners including liner backing; -Discharge chutes and launders; -Rails for retractable feed chute carriage; -Liner handling machine, including bolt breaker, hoist, etc.; -Equipment access platforms, walkways, hand railing, ladders and stairways, and -Mill PLC, MCC, and Plant Distributed Control System programming. 	
1.5	<p>Special Assembly and Packing for Shipment:</p> <ul style="list-style-type: none"> -All equipment critical dimensions and fits shall be checked and tested by the Supplier; -Equipment shall be shipped preassembled as per technical drawings, where practical; -Shipping FCA Points of Manufacture, Various per INCOTERM 2010 for equipment manufactured in North America. FCA Port of Export, Various per INCOTERM 2010 for equipment manufactured outside of North America. - See specification/guideline for packing, marking and shipping requirements in addition to this requisition.Special Assembly and Packing for Shipment.
1.6	-Mill jacking system hydraulics will be supplied within AG Mill scope and will be shared with AG Mill.



REQUISITION FOR PURCHASE

SECTION II - TECHNICAL DOCUMENTS AND ATTACHMENTS

Customer Name:	The Kami Mine Limited Partnership	Approved By:	Requisition No:	KAMI-WPO-REQ-MS0003
Project Title:	Kami Iron Ore Project	Approved Date:	Revision:	0
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:	Revision Date:	02-AUG-2013
Project No:	207040-00108		Requisition Title:	REGRIND BALL MILL

Document / Attachment No.	Document / Attachment Title	Document Rev	Applies to Item(s)
KAMI-ALD-DC-PRO-G000-00001	Kami Project - Project Document Control and Information Management Policy	2	1.1 / 6.1
KAMI-WPO-AT-SPC-G000-00002	Instrumentation and Control Specification for Packaged Equipment	0	1.1 / 2.1
KAMI-WPO-EL-SPC-G000-00001	Specification for Electrical Equipment in Mechanical Packages	0	1.1 / 2.1
KAMI-WPO-EL-SPC-G000-00006	Specification for Electrical Motors	0	1.1 / 2.1
KAMI-WPO-GS-SPC-G000-00001	Equipment Identification and Tagging Specification	0	1.1 / 6.1
KAMI-WPO-GS-SPC-G000-00002	Specification for Painting and Protective Coatings	0	1.1
KAMI-WPO-GS-SPC-G000-00003	Specification for Quality Requirements	0	ALL
KAMI-WPO-GS-SPC-G000-00004	Supplier Document Code Definitions	0	6.1
KAMI-WPO-GS-SPC-G000-00005	Specification for Installation, Operating and Maintenance Manuals	0	1.1 / 4.1
KAMI-WPO-GS-SPC-G000-00006	Specification for Spare Parts	0	1.1
KAMI-WPO-GS-SPC-G000-00007	Specification for Project Site Conditions	0	1.1 / 2.1
KAMI-WPO-MC-DAS-K250-00001	Data Sheet for Regrind Ball Mill	0	1.1 / 2.1
KAMI-WPO-MC-SPC-G000-00001	General Mechanical Specification for Equipment Packages	0	1.1 / 2.1
KAMI-WPO-MC-SPC-K250-00003	Technical Specification for Regrind Ball Mill	0	1.1 / 2.1
KAMI-WPO-ST-SPC-G000-00001	Specification for Structural and Miscellaneous Steel Fabrication and Erection	0	1.1 / 2.1

Notes:

2.1a	Items preceded with an asterisk (*) are new or have been revised.
2.2	For the list of accepted exceptions to Technical Documents and Attachments, see Section 13 of Technical Specification for Regrind Ball Mill, KAMI-WPO-MC-SPC-K250-0003.



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THE KAMI MINE
LIMITED PARTNERSHIP

THE KAMI MINE LIMITED PARTNERSHIP
Kami Iron Ore Project

RFQ # KAMI-WPO-PO-MS0002
AG/Ball Mills

Attachment 3 – Supplier Data Requirement Form



REQUISITION FOR PURCHASE

SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name:	The Kami Mine Limited Partnership	Approved By:		Requisition No:	KAMI-WPO-REQ-MS0002
Project Title:	Kami Iron Ore Project	Approved Date:		Revision:	0
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:		Revision Date:	02-AUG-2013
Project No:	207040-00108			Requisition Title:	AUTOGENOUS GRINDING MILL

Doc Code	Description	Design Critical	With Proposal	Initial Submission						Final (Certified)			Applies to Item(s)	
				Due Date	For Information	For Review	For Review prior to Fabrication	Electronic Copy	No. of Hard Copies	Due Date	Electronic Copy	No. of Hard Copies		
A101	SUPPLIER DOCUMENT SCHEDULE		X	3W APO		X		X				2	6.1	
A102	FABRICATION/PRODUCTION SCHEDULE		X	8W APO		X		X					1.1	
A106	MONTHLY PROGRESS REPORTS			ACR		X		X		ACR	X		1.1 / 2.1 / 6.1	
A804	UNPRICED PURCHASE ORDERS			ACR		X		X		ACR	X		1.1	
A805	SUB-ORDER LISTING			ACR		X		X		ACR	X		1.1	
B101	GENERAL ARRANGEMENTS	X	X	4W APO			X	X	2	8W APO	X	2	1.1 / 2.1	
B103	INTERFACE AND CONNECTION SCHEDULE		X	4W APO			X	X				2	1.1 / 2.1	
B104	FOUNDATION LOADING DIAGRAM AND SUPPORT DETAILS	X	X	4W APO			X	X		8W APO	X	2	1.1 / 2.1	
B106	CAD MODEL	X	X	4W APO			X	X		10W APO	X		1.1 / 2.1	
C103	P&ID	X	X	6W APO			X	X	2	10W APO	X	2	1.1 / 2.1	
C105	ELECTRICAL SINGLE LINE DIAGRAM			6W APO			X	X	2	10W APO	X	2	1.1 / 2.1	
C107	CONTROL PHILOSOPHY AND BLOCK DIAGRAM	X		16W APO			X	X	2	18W APO	X	2	1.1 / 2.1	
C109	CONTROL SCHEMATICS			18W APO			X	X	2	20W APO	X	2	1.1 / 2.1	
D101	UTILITIES SCHEDULE			8W APO			X	X		8W APO	X	2	1.1 / 6.1	
D103	EQUIPMENT DATA SHEETS	X	X	16W APO			X	X		20W APO	X	2	1.1 / 2.1	
D105	INSTRUMENT DATA SHEETS			16W APO			X	X		18W APO	X	2	1.1 / 2.1	
E102	INSTRUMENT TERMINATION AND HOOK-UP DETAILS			12W APO			X	X		14W APO	X	2	1.1 / 2.1	
E103	PANEL CABINET LAYOUT			12W APO			X	X	2	14W APO	X	2	1.1 / 2.1	
E115	INSTRUMENT INDEX		X	10W APO			X	X		12W APO	X	2	1.1 / 2.1	
E117	LOAD / MOTOR LIST		X	8W APO		X		X		12W APO	X	2	1.1 / 2.1	
E120	Junction Box Dimensional Drawing and Internal Layout			12W APO			X	X	2	14W APO	X	2	1.1 / 2.1	
F101	OUTLINE AND DETAIL DRAWINGS			8-14W APO			X	X	2	8-14W APO	X	2	1.1 / 2.1	
F109	ERECTION DRAWINGS	X		16W APO			X	X	2	16W APO	X	2	1.1	
G108	BEARING LIFE CALCULATIONS			6W APO		X		X		8W APO	X		1.1 / 2.1	
G126	WIND AND/OR SEISMIC LOADING CALCULATIONS	X		10W APO		X		X		10W APO	X		1.1 / 2.1	
J102	WELD PROCEDURE SPECIFICATION (WPS) AND QUALIFICATIONS (WPQ) RECORDS			10W APO			X	X		10W APO	X		1.1 / 6.1	
J103	NON-DESTRUCTIVE EXAMINATIONS PROCEDURES (NDE)			6W APO			X	X		10W APO	X		1.1 / 6.1	
J104	SURFACE PREPARATION AND PAINTING SPECIFICATION			6W APO			X	X		8W APO	X		1.1	
K101	CODE / STANDARD COMPLIANCE CERTIFICATE									WD	X	2	1.1 / 6.1	
K103	PERFORMANCE TEST RESULTS									2W ACR	X	2	1.1 / 5.1	
K104	FACTORY ACCEPTANCE TEST REPORT (FAT)									WD	X	2	1.1 / 5.1 - 6.1	
L102	CERTIFIED MATERIAL TEST REPORTS									WD	X		1.1 / 6.1	
L105	WELDER PERFORMANCE QUALIFICATION CERTIFICATES			At Shop			X						6.1	
L109	NDE RECORDS									WD	X		6.1	

*Items preceded with an asterisk are new or have been revised.



REQUISITION FOR PURCHASE

SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name:	The Kami Mine Limited Partnership	Approved By:	Requisition No:	KAMI-WPO-REQ-MS0002
Project Title:	Kami Iron Ore Project	Approved Date:	Revision:	0
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:	Revision Date:	02-AUG-2013
Project No:	207040-00108		Requisition Title:	AUTOGENOUS GRINDING MILL

Doc Code	Description	Design Critical	With Proposal	Initial Submission					Final (Certified)			Applies to Item(s)	
				Due Date	For Information	For Review	For Review prior to Fabrication	Electronic Copy	No. of Hard Copies	Due Date	Electronic Copy		No. of Hard Copies
M101	COMPILED MANUALS : MANUFACTURING RECORD BOOK (MRB)									WD	X	2	6.1
N101	TECHNICAL OPERATING AND MAINTENANCE MANUAL									WD	X	2	4.1 / 6.1
N102	SCHEDULE OF COMMISSIONING SPARES		X	12W APO	X			X				2	1.1 / 6.1
N103	SCHEDULE OF OPERATING SPARES - 1 YEAR		X	12W APO	X			X					1.1 / 6.1
N104	SPECIAL TOOLS LIST		X	12W APO		X		X					1.1 / 6.1
N107	SCHEDULE OF OPERATING SPARES - 2 YEAR		X	12W APO	X			X					1.1 / 6.1
N111	STRATEGIC SPARES		X	12W APO	X			X					1.1 / 6.1
P101	FUNCTIONAL AND PERFORMANCE TEST PROCEDURES		X	12W APO		X		X					4.1 / 6.1
P102	PREPARATION FOR SHIPPING WITH RECOMMENDED HANDLING AND STORAGE PROCEDURES			12W APO		X		X					6.1
P106	INSPECTION AND TEST PLAN			8W APO			X	X	2				1.1 / 5.1 - 6.1
Q102	QUALITY CONTROL PLAN			4W APO		X		X	1				ALL
R102	ERECTION FASTENER SCHEDULE			12W APO		X		X	2	WD	X	2	1.1 / 6.1
R104	ERECTION AND INSTALLATION PROCEDURES			16W APO		X		X	2	WD	X	2	1.1 / 6.1
R999	SPECIAL PACKING, SHIPPING, AND PRESERVATION DATA			16W APO		X		X		WD	X	2	1.1

Notes:

3.1a Items preceded with an asterisk(*) are new or have been revised.

3.1b Due Date Legend

ARC	After Receipt of Commitment	APO	After Receipt of Purchase Order
PTS	Prior to Shipment	ARDA	After Receipt of Drawing Approval
PTFT	Prior to Fabrication or Testing	AS	After Shipment
WD	With Delivery	ACR	As Complete/Recurring
AF	After Approval for Fabrication		

3.1c Items marked as "Design Critical" are critical to meeting the project schedule.

3.1d Refer to Supplier Data Specification (listed in Section II) for details pertaining to each document code.

3.2 Drawings and documents listed shall be submitted in accordance with the schedule indicated on this form, unless superseded by an approved Drawing/Document Submission Schedule (SDR Code A101), and in accordance with the instructions listed in the engineering requisition.

3.3 Unless noted otherwise, documentation shall be FULL SIZE. Both native and PDF electronic copy of documents shall be provided. PDF electronic copy of all drawings, as well as native drawings of assemblies associated with plant layout, shall also be provided. The drawings shall be submitted using AutoCAD 2010, while the documents shall be submitted using Microsoft Office 2010 software.

3.4 Where indicated, Certified As-builts to be supplied as part of Drawings / Installation and Operating Manuals. D/IOM documents shall be Letter or 11"x17" size.

3.5 SDR (VDR) Code shall be cross-referenced to Supplier document numbers on all Supplier transmittals. The following is applicable Document Code description changes/clarifications:
A804: Unpriced Purchase Orders for orders over US\$250,000
A805: Sub-Order Listing for orders over US\$250,000
B106: 3D CAD Model



REQUISITION FOR PURCHASE

SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name: The Kami Mine Limited Partnership	Approved By:	Requisition No: KAMI-WPO-REQ-MS0002
Project Title: Kami Iron Ore Project	Approved Date:	Revision: 0
Jobsite Location: Wabush, NL, Canada	Released To Procurement:	Revision Date: 02-AUG-2013
Project No: 207040-00108		Requisition Title: AUTOGENOUS GRINDING MILL

- D105: Instrument Data Sheets (Excel format)
- F101: Outline and Assembly Drawings
- G126: Seismic Load Calculation (Wind-N/A)
- L105: Welder Performance Qualification Certificates (at shop for review only)
- N104: Special Tools List (Recommended for Instalation)
- R102: Erection Fastener Schedule (See foundation drawings)

3.6	Supplier shall provide all documentation through ACONEX-project Document Management System.
3.7	Manufacturing / production shall not proceed beyond an agreed hold-point, as specified in the approved ITP, unless waived by the Purchaser. Any delay due to no Supplier's fault, will be added to the final equipment delivery time.
3.8	Supplier's drawings will be reviewed only as to general arrangement and construction. Drawing review on the part of Purchaser shall in no way relieve Supplier from his obligation to fulfil any or all of the requirements of this specification/requisition. If, in the opinion of the Supplier, changes as noted by the Purchaser will prevent the equipment from performing as expected, the Supplier shall notify the Purchaser in writing of his objections to such change before proceeding with the final construction.
3.9	Drawings shall be to scale and in full detail. Drawings shall show all information necessary for Purchaser's design and for verification of compliance with scope of contract.
3.10	Forward documentation under cover of transmittal: Hard copies, where requested, to: WorleyParsons Canada 2645 Skymark Avenue Ontario, L4W 4H2 Attn: WP Document Control. Electronic copies: Through ACONEX.



REQUISITION FOR PURCHASE

SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name:	The Kami Mine Limited Partnership	Approved By:		Requisition No:	KAMI-WPO-REQ-MS0003
Project Title:	Kami Iron Ore Project	Approved Date:		Revision:	0
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:		Revision Date:	02-AUG-2013
Project No:	207040-00108			Requisition Title:	REGRIND BALL MILL

Doc Code	Description	Design Critical	With Proposal	Initial Submission						Final (Certified)			Applies to Item(s)	
				Due Date	For Information	For Review	For Review prior to Fabrication	Electronic Copy	No. of Hard Copies	Due Date	Electronic Copy	No. of Hard Copies		
A101	SUPPLIER DOCUMENT SCHEDULE		X	3W APO		X		X				2	6.1	
A102	FABRICATION/PRODUCTION SCHEDULE		X	8W APO		X		X					6.1	
A106	MONTHLY PROGRESS REPORTS			ACR		X		X		ACR	X		1.1 / 2.1 / 6.1	
A804	UNPRICED PURCHASE ORDERS			ACR		X		X		ACR	X		1.1	
A805	SUB-ORDER LISTING			ACR		X		X		ACR	X		1.1	
B101	GENERAL ARRANGEMENTS	X	X	4W APO			X	X	2	8W APO	X	2	1.1 / 2.1	
B103	INTERFACE AND CONNECTION SCHEDULE		X	4W APO			X	X				2	1.1 / 2.1	
B104	FOUNDATION LOADING DIAGRAM AND SUPPORT DETAILS	X	X	4W APO			X	X		8W APO	X	2	1.1 / 2.1	
B106	CAD MODEL	X	X	4W APO			X	X		10W APO	X		1.1 / 2.1	
C103	P&ID	X	X	6W APO			X	X	2	10W APO	X	2	1.1 / 2.1	
C105	ELECTRICAL SINGLE LINE DIAGRAM			6W APO			X	X	2	10W APO	X	2	1.1 / 2.1	
C107	CONTROL PHILOSOPHY AND BLOCK DIAGRAM	X		16W APO			X	X	2	18W APO	X	2	1.1 / 2.1	
C109	CONTROL SCHEMATICS			14W APO			X	X	2	16W APO	X	2	1.1	
D101	UTILITIES SCHEDULE			8W APO			X	X		8W APO	X	2	1.1 / 6.1	
D103	EQUIPMENT DATA SHEETS	X	X	16W APO			X	X		20W APO	X	2	1.1 / 2.1	
D105	INSTRUMENT DATA SHEETS			16W APO			X	X		18W APO	X	2	1.1 / 2.1	
E102	INSTRUMENT TERMINATION AND HOOK-UP DETAILS			12W APO			X	X		14W APO	X	2	1.1 / 2.1	
E103	PANEL CABINET LAYOUT			12W APO			X	X	2	14W APO	X	2	1.1 / 2.1	
E115	INSTRUMENT INDEX		X	10W APO			X	X		12W APO	X	2	1.1 / 2.1	
E117	LOAD / MOTOR LIST		X	8W APO		X		X		12W APO	X	2	1.1 / 2.1	
E120	Junction Box Dimensional Drawing and Internal Layout			12W APO			X	X	2	14W APO	X	2	1.1 / 2.1	
F101	OUTLINE AND DETAIL DRAWINGS			8-14W APO			X	X	2	WD	X	2	1.1 / 2.1	
F109	ERECTION DRAWINGS	X		6W APO			X	X	2	WD	X	2	1.1 / 2.1	
G108	BEARING LIFE CALCULATIONS			16W APO		X		X		8W APO	X	2	1.1 / 2.1	
G126	WIND AND/OR SEISMIC LOADING CALCULATIONS	X		10W APO		X		X		10W APO	X		1.1 / 2.1	
J102	WELD PROCEDURE SPECIFICATION (WPS) AND QUALIFICATIONS (WPQ) RECORDS			10W APO			X	X		10W APO	X		1.1 / 6.1	
J103	NON-DESTRUCTIVE EXAMINATIONS PROCEDURES (NDE)			6W APO			X	X		10W APO	X		1.1 / 6.1	
J104	SURFACE PREPARATION AND PAINTING SPECIFICATION			6W APO			X	X		8W APO	X		1.1	
K101	CODE / STANDARD COMPLIANCE CERTIFICATE									WD	X	2	1.1 / 6.1	
K103	PERFORMANCE TEST RESULTS									2W ACR	X	2	1.1 / 5.1	
K104	FACTORY ACCEPTANCE TEST REPORT (FAT)									WD	X	2	1.1 / 5.1 - 6.1	
L102	CERTIFIED MATERIAL TEST REPORTS									WD	X		1.1 / 6.1	
L105	WELDER PERFORMANCE QUALIFICATION CERTIFICATES			At Shop			X						6.1	
L109	NDE RECORDS									WD	X		6.1	

*Items preceded with an asterisk are new or have been revised.



REQUISITION FOR PURCHASE

SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name: The Kami Mine Limited Partnership	Approved By:	Requisition No: KAMI-WPO-REQ-MS0003
Project Title: Kami Iron Ore Project	Approved Date:	Revision: 0
Jobsite Location: Wabush, NL, Canada	Released To Procurement:	Revision Date: 02-AUG-2013
Project No: 207040-00108		Requisition Title: REGRIND BALL MILL

Doc Code	Description	Design Critical	With Proposal	Initial Submission					Final (Certified)			Applies to Item(s)	
				Due Date	For Information	For Review	For Review prior to Fabrication	Electronic Copy	No. of Hard Copies	Due Date	Electronic Copy		No. of Hard Copies
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N101	TECHNICAL OPERATING AND MAINTENANCE MANUAL									WD	X	2	4.1 / 6.1
N102	SCHEDULE OF COMMISSIONING SPARES		X	12W APO	X			X				2	1.1 / 6.1
N103	SCHEDULE OF OPERATING SPARES - 1 YEAR		X	12W APO	X			X					1.1 / 6.1
N104	SPECIAL TOOLS LIST		X	12W APO		X		X					1.1 / 6.1
N107	SCHEDULE OF OPERATING SPARES - 2 YEAR		X	12W APO	X			X					1.1 / 6.1
N111	STRATEGIC SPARES		X	12W APO	X			X					1.1 / 6.1
P101	FUNCTIONAL AND PERFORMANCE TEST PROCEDURES		X	12W APO		X		X					4.1 / 6.1
P102	PREPARATION FOR SHIPPING WITH RECOMMENDED HANDLING AND STORAGE PROCEDURES			12W APO		X		X					6.1
P106	INSPECTION AND TEST PLAN			8W APO			X	X	2				1.1 / 5.1 - 6.1
Q102	QUALITY CONTROL PLAN			4W APO		X		X	1				ALL
R102	ERECTION FASTENER SCHEDULE			12W APO		X		X	2	WD	X	2	1.1 / 6.1
R104	ERECTION AND INSTALLATION PROCEDURES			16W APO		X		X	2	WD	X	2	1.1 / 6.1
R999	SPECIAL PACKING, SHIPPING, AND PRESERVATION DATA			16W APO		X		X		WD	X	2	1.1

Notes:

3.1a Items preceded with an asterisk(*) are new or have been revised.

3.1b Due Date Legend

ARC	After Receipt of Commitment	APO	After Receipt of Purchase Order
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AF	After Approval for Fabrication		

3.1c Items marked as "Design Critical" are critical to meeting the project schedule.

3.1d Refer to Supplier Data Specification (listed in Section II) for details pertaining to each document code.

3.2 Drawings and documents listed shall be submitted in accordance with the schedule indicated on this form, unless superseded by an approved Drawing/Document Submission Schedule (SDR Code A101), and in accordance with the instructions listed in the engineering requisition.

3.3 Unless noted otherwise, documentation shall be FULL SIZE. Both native and PDF electronic copy of documents shall be provided. PDF electronic copy of all drawings, as well as native drawings of assemblies associated with plant layout, shall also be provided. The drawings shall be submitted using AutoCAD 2010, while the documents shall be submitted using Microsoft Office 2010 software..

3.4 Where indicated, Certified As-builts to be supplied as part of Drawings / Installation and Operating Manuals. D/IOM documents shall be Letter or 11" x 17" size.

3.5 SDR (VDR) Code shall be cross-referenced to Supplier document numbers on all Supplier transmittals. The following is applicable Document Code description changes/clarifications:
A804: Unpriced Purchase Orders for orders over US\$250,000
A805: Sub-Order Listing for orders over US\$250,000
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REQUISITION FOR PURCHASE

SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name: The Kami Mine Limited Partnership	Approved By:	Requisition No: KAMI-WPO-REQ-MS0003
Project Title: Kami Iron Ore Project	Approved Date:	Revision: 0
Jobsite Location: Wabush, NL, Canada	Released To Procurement:	Revision Date: 02-AUG-2013
Project No: 207040-00108		Requisition Title: REGRIND BALL MILL

- D105: Instrument Data Sheets (Excel format)
- F101: Outline and Assembly Drawings
- G126: Seismic Load Calculation (Wind-N/A)
- L105: Welder Performance Qualification Certificates (at shop for review only)
- N104: Special Tools List (Recommended for Instalation)
- R102: Erection Fastener Schedule (See foundation drawings)

3.6	Supplier shall provide all documentation through ACONEX-project Document Management System.
3.7	Manufacturing / production shall not proceed beyond an agreed hold-point, as specified in the approved ITP, unless waived by the Purchaser. Any delay due to no Supplier's fault, will be added to the final equipment delivery time.
3.8	Supplier's drawings will be reviewed only as to general arrangement and construction. Drawing review on the part of the Purchaser shall in no way relieve Supplier from his obligation to fulfil any or all of the requirements of this specification/requisition. If, in the opinion of the Supplier, any changes as noted by the Purchaser will prevent the equipment from performing as expected, the Supplier shall notify the Purchaser in writing of his objections to such change before proceeding with the final construction.
3.9	Drawings shall be to scale and in full detail. Drawings shall show all information necessary for Purchaser's design and for verification of complience with scope of contract.
3.10	<p>Forward/send documentation under cover of transmittal:</p> <p>Hard copies (where requested) to: WorleyParsons Canada 2645 Skymark Avenue Ontario, L4W 4H2 Attn: WP Document Control</p> <p>Electronic copies: Through ACONEX.</p>



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THE KAMI MINE
LIMITED PARTNERSHIP

THE KAMI MINE LIMITED PARTNERSHIP
Kami Iron Ore Project

RFQ # KAMI-WPO-PO-MS0002
AG/Ball Mills

Attachment 4 – QUALITY ASSURANCE REQUIREMENTS



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THE KAMI MINE
LIMITED PARTNERSHIP

**THE KAMI MINE LIMITED PARTNERSHIP
KAMI IRON ORE PROJECT**

**PO#KAMI-WPO-PO-MS0002
AG/BALL MILLS**

QUALITY ASSURANCE REQUIREMENTS

Quality Surveillance is ___ not planned.

Quality Surveillance is X planned. Do not ship prior to release by the WorleyParsons Representative.

Note: Should Quality Surveillance be planned, Suppliers will be required to comply with the attached Supplementary Quality Control and Assurance Program attached

QUALITY ASSURANCE: Quality Assurance is defined as the selective review, observation, and evaluation of processes, procurement, manufacturing operations, quality control systems and programs to determine supplier compliance with contractual quality requirements.

WITNESS POINTS: Witness points are defined as critical steps in manufacturing and testing, whereby the Supplier shall advise the WorleyParsons Representative 5 working days in advance of the operation so that it may be witnessed by the WorleyParsons Representative. The Supplier may proceed with work past the witness point only if the WorleyParsons Representative has advised the Supplier that he cannot attend. In the event a witness point is deferred by the WorleyParsons Representative, the next same operation will be witnessed.

HOLD POINTS: Hold points are defined as critical steps in manufacturing and testing whereby the Supplier is obligated to advise the WorleyParsons Representative 5 working days in advance of the operation so that it can be witnessed by the WorleyParsons Representative. The Supplier cannot proceed with work past the hold point without witness approval by the WorleyParsons Representative, except by prior written agreement from the Procurement Department.

INITIAL VISIT: Prior to the start of manufacturing, the assigned WorleyParsons Representative will conduct an initial visit to review, with the responsible Supplier management, the quality requirements to the purchase order specifications. Production is not to commence until this meeting is held.

During the initial visit of the WorleyParsons Representative, the Supplier shall furnish the names and addresses of all sub-suppliers of plates, forgings, pressure containing parts and fabricated sub-assemblies requiring welding or non-destructive examinations.

The Supplier shall provide for WorleyParsons' review, qualification papers for all welding and non-destructive examination personnel.



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THE KAMI MINE
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**THE KAMI MINE LIMITED PARTNERSHIP
KAMI IRON ORE PROJECT**

**PO#KAMI-WPO-PO-MS0002
AG/BALL MILLS**

SCOPE:

1. Material or equipment on this order will be subject to inspection by WorleyParsons Canada Services Ltd. (WorleyParsons), as the Client's Representative, who shall be granted free access to any and all parts of the Supplier's Plant(s) or Supplier's sub-supplier's plant(s) engaged in the manufacture or process of this order.
2. The WorleyParsons Representative shall be allowed access to Supplier's or Suppliers sub-supplier(s) quality process control and quality verification records in order to review process and quality verification of compliance to the specifications and applicable codes or standards.
3. It is essential that the Supplier understand that it is his responsibility to properly manufacture and to thoroughly inspect the material or equipment prior to its presentation to WorleyParsons for inspection. All material or equipment is subject to release by the Representative. Release may be established as a witness or hold point dependent on the critical nature or Production schedule of the item(s).
4. It is understood that the quoted prices take into account these inspection requirements. No request for equitable adjustment due to inspection requirements will be entertained, should purchase order be placed on the pricing basis of proposal.

SPECIFIC QUALITY ASSURANCE PLAN

The equipment will be subject to at least the minimum level of inspection actions indicated on the attached Supplier Quality Assurance Plan and Technical Specifications.

SPECIFIC SHOP AND PERFORMANCE TESTS

The equipment will, in addition to the supplier's standard shop and performance test also be subject to those tests as required in the Scope of Work and Technical Specification section of this requisition. If the Supplier does not have adequate facilities for testing, it shall also be stated in the proposal.



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THE KAMI MINE
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**THE KAMI MINE LIMITED PARTNERSHIP
KAMI IRON ORE PROJECT**

**PO#KAMI-WPO-PO-MS0002
AG/BALL MILLS**

SUPPLIER QUALITY ASSURANCE PLAN

The following are minimum Witness and Hold Points that will be covered by Owner or Authorized Representative. These points are subject to revision based on Supplier performance.

- INITIAL QUALITY SURVEILLANCE VISIT**
- PROGRESSIVE QUALITY SURVEILLANCE**
- FINAL QUALITY SURVEILLANCE VISIT**
- INDUSTRY STANDARD**

WITNESS POINTS: (Supplier to notify WorleyParsons of Activity Dates but to proceed. WorleyParsons' option is to witness.)

(To be determined per RFQ prior to award)

HOLD POINTS: (Supplier to notify WorleyParsons of Activity and to hold for WorleyParsons' witness and acceptance.)

1. Final Dimensional Check.
2. Final quality surveillance visit.
3. Release for shipment.
4. Additional hold points to be determined per RFQ or prior to award.

Final Quality Surveillance Visit shall include but not be limited to:

1. Review Quality and Verification of Documents for completeness.
2. Preparation for shipment.
3. Tagging.
4. Review for quality.



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THE KAMI MINE LIMITED PARTNERSHIP
Kami Iron Ore Project

RFQ # KAMI-WPO-PO-MS0002
AG/Ball Mills

**Attachment 5 -
SUPPLEMENTARY QUALITY CONTROL AND ASSURANCE PROGRAM**

SUPPLEMENTARY QUALITY CONTROL**AND ASSURANCE PROGRAM**

THE KAMI MINE LIMITED PARTNERSHIP

Date August 8, 2013**Page** 1 of 3

The Supplier's manufacturing locations (Manufacturer) shall have a current approved Quality Control and Assurance (QA/QC) Program that meet the requirements of the American Society of Mechanical Engineers, the Canada Standards Association Program Standards Z299 Series and/or as stated in the Material Requisition.

Authority and Responsibility: The Manufacturer shall assume full responsibility for the Quality Control and Assurance Program, and shall submit to WorleyParsons/Client the name of the individual who has the responsibility of administering the QA/QC Program on their behalf.

WorleyParsons/Client will reserve the right to Quality Surveillance Inspections but will not assume any responsibility for the conformance of the work to meet the requirements of the codes.

Organization: The Manufacturer shall supply an organization chart showing the relationships of its Engineering, Purchasing, Fabrication, Inspection and Quality Control, complete with the names of the responsible staff of each discipline.

Drawings, Design Calculations and Specification Control: The manufacturer's quality control system shall provide procedures which will ensure that the latest applicable drawings, design calculations, specifications and instructions, required by the Code, as well as authorized changes, are used for manufacture, examination, inspection and testing.

Material Control: The manufacturer shall include a system of receiving control which will ensure that the material received is properly identified and has documentation including required Certificates of Compliance or material test reports to satisfy Code requirements as orders. The material control system shall ensure that only the intended material is used in Code construction.

Welding: The quality control program shall include provisions for indicating that welding conforms to requirements of ASME Section IX.

Examination and Inspection Program: The manufacturer's quality control system shall describe the fabrication operations, including examinations, sufficiently to permit the Inspector to determine at what stages inspections are to be performed.

Nondestructive Examination: The quality control system shall include provisions for identifying nondestructive examination procedures the manufacturer will apply to conform with the requirements of the code.

Correction of Nonconformities: There shall be a system agreed upon with the Inspector for correction of nonconformities. A nonconformity is any condition which does not comply with applicable rules of this Division. Nonconformities must be correct or eliminated in some way before the completed component can be considered to comply with the code.

Calibration of Measurement and Test Equipment: The manufacturer shall have a system for the calibration of examination, measuring and test equipment used in fulfillment of requirements of the code.

Heat Treatment: The quality control system shall provide controls to ensure that heat treatments as required by the rules of the code are applied. Means shall be indicated by which the Inspector can satisfy himself that these Code heat treatment requirements are met. This may be by review of furnace time-temperature records or by other methods as appropriate.

Records Retention: The manufacturer shall have a system for the maintenance of radiographs, and Manufacturer's Data Reports as required by the Code.

Sample Forms: The forms used in the quality control system and any detailed procedures for their use shall be available for review. The written description shall make necessary references to these forms.

**SUPPLEMENTARY QUALITY CONTROL
AND ASSURANCE PROGRAM****Date** August 8, 2013

THE KAMI MINE LIMITED PARTNERSHIP

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Inspector: The manufacturer's quality control system shall provide for their Inspector at the manufacturer's plant to have access to all drawings, calculations, specifications, procedures, process sheets, repair procedures, records, test results, and any of the documents as necessary for the Inspector to perform his duties in accordance with the code. The manufacturer may provide such access either to his own files of such documents or by providing copies to the Inspector.

Quality Surveillance Program - General: WorleyParsons (referred to as WorleyParsons in this document) and WorleyParsons Client maintains the right to perform Quality Surveillance at the Suppliers' facilities and at all Suppliers' Suppliers' (referred to as Subsuppliers in this document) facilities. The Supplier must include this right in all their purchase orders to their Subsuppliers. The quality surveillance requirements outlined in this program is an integral part of the purchase order.

Quality surveillance is defined as the selective review, observation and evaluation of engineering, procurement, manufacturing operations, quality control systems and programs to determine the Suppliers compliance with contractual code and quality requirements.

WorleyParsons and/or Client assumes no responsibility for the Quality Control and Assurance Program of the Supplier nor in the compliance of the Fabrication to the Codes.

Scope

- a) Material or equipment on this order will be subject to inspection by Client's and/or WorleyParsons' representative.
- b) The Client and/or WorleyParsons' representative shall be granted free access to all parts of the Supplier's facilities and/or Supplier's Suppliers' facilities engaged in the manufacture or process of this order for the purpose of quality surveillance.
- c) The Client and/or WorleyParsons' representative shall be allowed access to Supplier's and Supplier's Subsuppliers' quality process control and quality verification records with the purpose of verifying compliance with the purchase order requirements.
- d) It shall be understood that the Supplier's quoted price takes into account these quality surveillance requirements. No additional costs, due to these quality surveillance requirements, will be entertained.
- e) When specific shop and/or performance tests are specified in the scope of work, technical specifications and data sheets, they shall be in addition, if not included in the Supplier's standard shop and performance testing. If the Supplier does not have adequate facilities for testing, it shall be stated in the proposal and alternative test methods shall be proposed.
- f) The quality surveillance plan which is part of this program lists the minimum inspection and/or hold points which will require verification and/or witnessing by the Client and/or the WorleyParsons representative, however, quality surveillance will not be limited to the quality surveillance plan, additional surveillance inspections may be done at the discretion of Client and/or WorleyParsons.
- g) When in the Client's and/or WorleyParsons' opinion, a prefabrication quality surveillance meeting will be beneficial in ascertaining a quality product. It will be indicated on the quality surveillance plan, **and in such cases production is not to commence until this meeting is held.** Supplier's management personnel who are responsible for the quality requirement shall participate in the prefabrication meeting.
- h) The Supplier shall furnish the Client and/or the WorleyParsons representative unpriced copies of their purchase orders for plates, forging, pressure containing parts and fabricated subassemblies during the first quality surveillance meeting or visit. The Supplier's quality control manual and procedures shall be made available to the Client's and/or WorleyParsons' representative for review and referral.

SUPPLEMENTARY QUALITY CONTROL**AND ASSURANCE PROGRAM**

THE KAMI MINE LIMITED PARTNERSHIP

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- i) The Supplier shall provide the Client and/or WorleyParsons' representative qualification records for all welding and nondestructive examination personnel.
- j) The Supplier shall not ship any material or equipment without a "release to ship" has been granted by the Client's and/or WorleyParsons' representative.

Responsibility: The responsibility to properly manufacture and thoroughly inspect the material and/or equipment prior to its presentation to Client's and/or WorleyParsons' representative for inspection, rests solely with Supplier. This responsibility shall include material and/or equipment received from, or fabricated by Supplier's Suppliers.

The fact that material or equipment have been inspected by Client's and/or WorleyParsons' representative does not relieve the Supplier of the responsibility to supply material or equipment that meets all the requirements specified in the purchase order documents. Final Acceptance of material and/or equipment will be at jobsite.

Definitions

- a) **Verification Points (Observation Points):** Verification points are defined as critical steps in manufacturing and testing where witnessing or verification to confirm compliance with the Specification and Code requirements is considered necessary, the Supplier is obligated to advise the Client's and/or WorleyParsons' representative a reasonable time in advance (shown on that quality surveillance plan). The Supplier may proceed past a verification point provided a written report is submitted to Client's and/or WorleyParsons' representative.
- b) **Hold Points:** Hold points are defined as critical steps in the manufacturing or testing where witnessing by the Client's and/or WorleyParsons' representative is mandatory. Fabrication or testing must not proceed past a hold point. The Supplier is obligated to advise the Client's and/or WorleyParsons' representative sufficient time in advance (notification time shown on the quality **surveillance** plan).

Quality Surveillance Levels - General: In order to provide WorleyParsons and other clients with a degree of Quality Surveillance coverage that satisfy the project's quality requirements and to ensure uniformity in our effort, a system of assigning surveillance levels have been implemented.

The level of surveillance is based upon the complexity, sensitivity, safety, codes and the project specifications.

DEFINITION OF LEVELS

- Level 0:** No Quality Surveillance required.
- Level 1:** Release for shipment surveillance; this level requires final surveillance inspection only to ensure the complete equipment and/or material is in compliance with the purchase order; is properly identified; is adequately prepared for shipment; and that documentation requirements have been fulfilled.
- Level 2:** Limited scope surveillance; this level requires in addition to surveillance activities outlined under Level 1, a prefabrication visit to review the quality requirements established by the purchase order plus witnessing of hold points and receipt of verification points outlined in the Quality Surveillance Plan.
- Level 3:** Full scope surveillance; this level requires in addition to surveillance activities outlined under Level 2, random visits during the fabrication cycle with the purpose of monitor and verify the Suppliers' compliance with his Quality Control Program and compliance with the purchase order specifications on a spot check basis. The frequency of visits shall be based on the complexity of the equipment and the Supplier's performance.
- Level 4:** Extreme surveillance and residency surveillance; this level requires in addition to the activities outlined under Level 3, daily visits or full residency as directed by the project. The Supplier Quality Program Execution shall be monitored on an ongoing basis and all specified tests shall be witnessed.



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Kami Iron Ore Project

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AG/Ball Mills

Attachment 6 – Packing & Shipping Requirements

METSO MINERALS, INC.

EXPORT SHIPPING STANDARDS

TECHNICAL DATA SHEET

1.0 Waybills

1.1 The applicable purchase order number and job reference number must appear on all waybills.

2.0 Packing Lists

2.1 All shipments must be accompanied by a packing list, which describes each individual piece or loose part of the goods. The quantities shipped, weights, dimensions, Seller's order number, Buyer's order number, equipment number (if applicable), country of origin, package number, shipping marks, date shipped and destination.

2.2 A copy of the packing list will be faxed to the Buyer or Buyer's designate.

2.3 When shipment is effected in wooden boxes/crates, the packing slip shall be placed in a suitable waterproof plastic envelope attached to the outside of the box /crate by means of heavy duty adhesive tape, stapled, or other transit durable means of fixation.

2.4 When the shipment is effected loose or on skids the packing list, protected by a suitable waterproof plastic envelope, shall be attached at a location not likely to be subject to the packing list being torn off in transit.

2.5 Each box, crate, skid or loose item will be accompanied by a packing list, both inside and outside the box.

3.0 Tagging (shipping)

3.1 All items or lots will be tagged with a 2.625" x 5.250" (67mm x 133mm) tear resistant laminated plastic tag furnished by Metso affixed with wire, or equivalent, or heavy duty adhesive tape. The use of a tag may not be practical for all items, in which case an alternative method of identification such as stenciling or painting may be used.

3.2 Information included on the tag will be (where applicable) Metso order number, customer name, customer order number, part number, equipment number, package number and size.

4.0 Markings

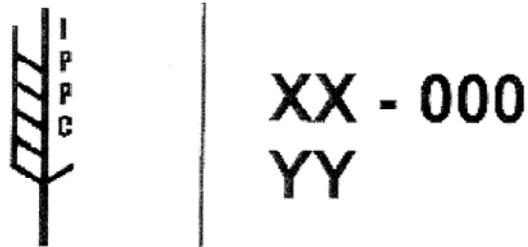
4.1 Markings indicated on the order will be stenciled with waterproof ink on at least two adjacent sides of the package. Letter/Number size will be no smaller than 1.0" (25mm) high. An alternate method may be used where the size or the item does not permit this standard method.

4.2 The package numbers shall start from No. 1 - up for each package in the shipment. Each Metso order number for the same customer will start with 1, 1A, 1B, 1C, etc.

Export Shipping Standards - Technical Data Sheet

- 4.3 Marking information shall included as a minimum the following information:
- Customer
 - Customer Purchase Order Number
 - Metso
 - Metso's Order Number
 - Equipment Number (if applicable)
 - Gross and Net Weights and Dimensions in customary (English) and Metric Units of Measure
- 5.0 Spare Parts
- 5.1 All spare parts in addition to the requirements for marking and tagging will be packaged separately and clearly identified as spares.
- 6.0 Subsuppliers
- 6.1 Sub-suppliers shipping direct are required to conform to these requirements.
- 7.0 Freight Forwarders
- 7.1 Metso maintains power of attorney with several freight forwarders which provide both domestic and international coordination of traffic.
- 8.0 Boxing/Prepping Standards
- 8.1 Metso reserves the right to select method of preparation (e.g.; box, crate, skid, etc) and materials best suited to meet commercial standards. Sub-suppliers should make every attempt to be space conscious and avoid wasted space; where practical should keep within container parameters of 91" wide X 101" high (2312mm wide X 2565mm high).
- 8.2 All lifting devices for pier and destination loading/unloading are as designated by the INCO terms stated on the Purchase Order.
- 8.3 Wood Packing Material (WPM) Treatments and Markings
- Wood Packing Material (WPM) needs to be treated and marked.
The approved treatments are:
- heat treatment to a minimum wood core temperature of 56°C for a minimum of 30 minutes, or
 - fumigation with methyl bromide (MB)

An acceptable marking is as follows:



- XX represents the ISO country code.
- 000 represents the unique number assigned by the national plant protection organization.
- YY represents either **HT** for heat treatment or **MB** for methyl bromide fumigation.

8.4 Metso basic box, crate, head/trunnion and mill shell specifications are outlined below. These specifications serve as a "minimum" requirement. Special conditions may arise which require alternate preparations. Good commercial practices must be assured.

8.4.1 Boxes (plywood) for hardware, parts and electronic components up to 4,000 pounds (1815kg)

(4) Sides - 1/2" (13mm) exterior rough plywood.

Top - (double lid) - 2 pcs. 1/2" (13mm) exterior rough plywood, supported by 2 x 4 (51mm x 102mm) joists on a minimum of 24" (610mm) centers.

- A. Waterproof paper between the lids.
- B. Line all four(4) sides with waterproof paper (not floor).
- C. Pack all bolts and small parts in either cartons or waterproof bags.
- D. Spray all hardware with rust prohibitor or light oil (when not prepacked by vendor).

Floor - 1" (25mm) lumber

Framing - 2" x 4" (51mm x 102mm) lumber

Banding - 1-1/4" (32mm) steel banding

Battens - None required

Runners - Two(2) 4" x 4" (102mm x 102mm) runners under floor

8.4.2 Solid Boxes for hardware, parts, and electronic components between 4,000 and 7,000 pounds (1815kg and 3175kg)

2 Sides - 1" (25mm) lumber

Two(2) ends-double end with 1" (25mm) lumber (doubled on framing only)

Export Shipping Standards - Technical Data Sheet

Top - (double lid) - 2 pcs 1/2" (13mm) exterior rough plywood with 2"x4" (51mm x 102mm) joists on a minimum of 24" (610mm) centers.

- A. Waterproof paper between the lids.
- B. Line all four(4) sides with waterproof paper (not floor).
- C. Pack all bolts and small parts in either cartons or waterproof bags.
- D. Spray all hardware with rust prohibitor or light oil (when not prepacked by vendor).

Floor - 1" (25mm) lumber
Banding - 1-1/4" (32mm) steel banding
Battens - 1" x 6" (25mm x 152mm) lumber
Runners - 4" x 4" (102mm x 102mm) runners under floor

8.4.3 Solid boxes for hardware, parts, and electronic equipment above 7,000 pounds (3175kg)

Same as 8.4.2, except as follows:

- A. Skid base.

Floor - 2"x12" (51mm x 305mm) lumber running across runners
Runners - 3"x6" (76mm x 152mm) oak lumber

8.4.4 Crates

4 Sides - 1" (25mm) lumber, every other board omitted.
Top - Same as above

Floor - 1" (25mm) lumber
Banding - 1-1/4" (32mm) steel banding
Battens - 1" x 6" (25mm x 152mm) lumber
Runners - 4" x 4" (102mm x 102mm) runners under floor
3"x6" (76mm x 152mm) oak runners for > 7,000 pounds (3175kg)

8.4.5 All items will be properly immobilized by correct bolting, lashing with cables and turnbuckles, steel strapping for smaller and lighter items, and blocking and bracing with lumber, in all cases, product immobilization must be assured.

8.4.6 Heads, Head Segments and Trunnions (Preparation and Boxing)

- A. Tectyl 506 with two coats all machined surfaces **EXCEPT** liner bolt holes, cone i.d., external liner bolt sealing bands or liner bolt spot-faces.
- B. Tectyl 506 with two coats all bolting flange holes.
- C. Prime paint all rough, non-machined surfaces AND cone i.d., external liner bolt sealing bands and liner bolt spot-faces.

- D. 1/2" (13mm) plywood disc on top of bearing end, if bolting holes available.
- E. 1/8" (3mm) gum plywood wrapped completely around bearing journal area and secured with three(3) 3/4" (19mm) steel bands.
- F. 3/4" (19mm) plywood segments bolted to bottom of flange.
- G. Two(2) pcs. of 3" x 6" (76mm x 152mm) oak lumber under the flange to act as a skid; or, depending on size, four(4) to six(6) 3" x 6" (76mm x 152mm) oak blocks bolted on bottom flange.
- H. Assemble lifting lugs per engineered drawing, if required (Note: Lugs must be painted "safety yellow" per T-102 specifications and clearly identify rated weight capacities).
- I. Stencil, "**DO NOT LIFT OR FORK HERE**", on bearing journal surface protection.
- J. Heads, head segments and trunnions must be loaded, secured and transported in such a manner as to assure proper support and avoid flexing and stresses.

8.4.7 Mills Shells (Preparation and Boxing)

- A. Tectyl 506 with two coats all machined surfaces **EXCEPT** liner bolt holes and liner bolt spot-faces.
- B. Tectyl 506 with two coats all bolting flange holes.
- C. Paint outside of shell per paint specifications.
Do not paint temporary bracing.
- D. 3/4" (19mm) exterior plywood on both bolting flanges (face only).
- E. Two(2) cradles made with 8" x 8" (203mm x 203mm) lumber to support the mill will be fastened to the mill with 1-1/4" (32mm) banding.
- F. If shell is over 12' (3658mm) in diameter and less than 12' (3658mm) in length, the shell would be turned on end and supported by two(2) 3" x 6" (76mm x 152mm) oak runners, instead of cradles; or, depending on size, four(4) to six(6) 3" x 6" (76mm x 152mm) oak blocks bolted on bottom flange.
- G. If trunnions are assembled to the mill, cover bearing surface with 1/8" (3mm) plywood and steel band. Stencil, "**DO NOT LIFT OR FORK HERE**", on bearing surface protection.
- H. Assemble lifting lugs per engineered drawings, if required (Note: Lugs must be painted "safety yellow" per T-102 specifications and clearly identify rated weight capacities).
- I. Stencil temporary bracing, "**DO NOT LIFT OR FORK HERE**".
- J. Shells and shell sections must be loaded, secured and transported in such a manner as to assure proper support and avoid flexing and stresses.

Domestic and Containerized Shipping Standards

Technical Data Sheet

1.0 Waybills

1.1 The applicable purchase order number must appear on all waybills.

2.0 Packing Lists

2.1 All shipments must be accompanied by a packing list which describes the goods. The quantities shipped, weights, dimensions, Seller's order number, Buyer's order number, equipment number (if applicable), country of origin, package number, shipping marks, date shipped and destination.

2.2 A copy of the packing list will be mailed to the Buyer or Buyer's *designate*.

2.3 When shipment is effected in wooden boxes/crates, the packing slip shall be placed in a suitable waterproof plastic envelope attached to the outside of the box/crate by means of heavy duty adhesive tape, stapled, or other transit durable means of fixation.

2.4 When the shipment is effected loose or on skids the packing list, protected by a suitable waterproof plastic envelope, shall be attached at a location not likely to be subject to the packing list being torn off in transit.

2.5 One packing list will be prepared for each truckload. In the case of multiple items covered by one packing list, the box or place to which the packing slip is attached shall be clearly identified.

3.0 Tagging (shipping)

3.1 All items or lots will be tagged with a 2.625" x 5.250" (67mm x 133mm) tear resistant laminated plastic tag affixed with wire, or equivalent, or heavy duty adhesive tape. The use of a tag may not be practical for all items, in which case an alternative method of identification such as stenciling or painting may be used.

3.2 Information included on the tag will be (where applicable) Metso Minerals order number, customer name, customer order number, part number, equipment number, package number and size.

4.0 Markings

4.1 Markings indicated on the order will be stenciled with waterproof ink on at least two sides of the package. Letter/Number size will be no smaller than 1.0" (25mm) high. An alternate method may be used where size or the item does not permit this standard method.

4.2 The package numbers shall start from No. 1 - up for each package in the shipment. Each Metso Minerals order number for the same customer will start with 1, 1A, 1B, 1C, etc.

4.3 Marking information shall include, as a minimum, the following information:

- Customer
- Customer Purchase Order Number
- Metso Minerals
- Metso Minerals Order Number
- Equipment Number (if applicable)

**Domestic and Containerized Shipping Standards
Technical Data Sheet**

- Gross and Net Weights and Dimensions in customary (English and metric) units of measure

5.0 Spare Parts

- 5.1 All spare parts in addition to the requirements for marking and tagging will be packaged separately and clearly identified as spares.

6.0 Subsuppliers

- 6.1 Subsuppliers shipping direct are required to conform to these requirements.

7.0 Freight Forwarders

- 7.1 Metso Minerals maintains power of attorney with several freight forwarders which provide both domestic and international coordination of traffic.

8.0 Boxing/Prepping Standards

Note: For Domestic Shipments boxing, crating, skidding, etc. are required only for LTL shipments, electronic equipment, hardware and any components where protection is readily determined to meet good commercial practices. Tarping of dedicated loads is required when and where exposure to the weather may cause harm to the component(s) aboard.

- 8.1 Metso Minerals reserves the right to select method of preparation (e.g. box, crate, skid, etc) and materials best suited to meet commercial standards.

- 8.2 All lifting devices for pier and destination loading/unloading are the responsibility of the Buyer.

- 8.3 Metso Minerals basic box, crate, head/trunnion and mill shell specifications are outlined below. These specifications serve as a "minimum" requirement. Special conditions may arise which require alternate preparations. Good commercial practices must be assured.

- 8.3.1 Boxes (plywood) for hardware, parts and electronic components up to 4,000 pounds (1815 kg)

(4) Sides - 1/2" (13mm) exterior rough plywood

Top - 1 pc. 1/2" (13mm) exterior rough plywood.

A. Pack all bolts and small parts in either cartons or waterproof bags.

B. Spray all studs or bolts over 1-1/8" (28mm) with rust prohibitor or light oil (when not prepacked by vendor).

Bottom - 1" (25mm) lumber

Framing - 2" x 4" (51mm x 102mm) lumber

Banding - 1-1/4" (32mm) steel banding

Battens - None required

Runners - Two(2) 4" x 4" (102mm x 102mm) runners under floor

8.3.2 Solid Boxes for hardware, parts and electronic components from 4,000 - 7,000 pounds (1815kg – 3154kg)

2 Sides - 1" (25mm) lumber

Two(2) ends - double end with 1" (25mm) lumber (doubled on framing only)

Top - 1 pc 1/2" (13mm) exterior rough plywood.

- A. Pack all bolts and small parts in either cartons or waterproof bags.
- B. Spray all studs or bolts over 1-1/8" (28mm) with rust prohibitor or light oil (when not prepacked by vendor).

Bottom - 1" (25mm) lumber

Banding - 1-1/4" (32mm) steel banding

Battens - 1" x 6" (25mm x 150mm) lumber

Runners - Two(2) 4" x 4" (102mm x 102mm) runners under floor

8.3.3 Solid Boxes for hardware, parts and electronic components above 7,000 pounds (3175kg)

Same as 8.3.2, except as follows:

- A. Skid base,
 - Floor - 2"x12" (50mm x 306mm) lumber running across runners
 - Runners - (3) 3"x6" (75mm x 150mm) oak lumber

8.3.4 Crates

4 Sides - 1" (25mm) lumber, every other board omitted.

Top - Same as above

Bottom - 1" (25mm) lumber

Banding - 1-1/4" (32mm) steel banding

Battens - 1" x 6" (25mm x 150mm) lumber

Runners - 4" x 4" (102mm x 102mm) runners under floor

3"x6" (75mm x 150mm) oak runners for > 7,000 pounds (3175kg)

8.3.5 Heads, Head Segments and Trunnions

- A. Tectyl 506 all machined surfaces **EXCEPT** liner bolt holes, cone i.d., external liner bolt sealing bands or liner bolt spot-faces.
- B. Tectyl 506 all bolting flange holes.
- C. Prime paint all rough, non-machined surfaces AND cone i.d., external liner bolt sealing bands and liner bolt spot-faces.
Finish paint exterior surfaces as required by paint specifications.
- D. 1/8" (3mm) gum plywood wrapped completely around bearing journal area and secured with 3/4" (19mm) steel bands.

**Domestic and Containerized Shipping Standards
Technical Data Sheet**

- E. Two(2) pcs. of 3" x 6" (75mm x 150mm) lumber under the flange to act as a skid; or, depending on size, four(4) to six(6) 3" x 6" (75mm x 150mm) oak blocks bolted on bottom flange.
- F. Assemble lifting lugs per engineered drawings, if required (Note: Lugs to be painted "safety yellow" per T-102 specifications and clearly identify rated weight capacities.).
- G. Stencil "**DO NOT LIFT OR FORK HERE**" on bearing journal surface protection.
- H. Heads, head segments and trunnions must be loaded, secured and transported in such a manner as to assure proper support and avoid flexing and stresses.

8.3.6 Mills Shells

- A. Tectyl 506 all machined surfaces **EXCEPT** liner bolt holes and liner bolt spot faces.
- B. Tectyl 506 all bolting flange holes.
- C. Paint outside of shell per paint specifications.
Do not paint temporary bracing.
- D. Two(2) cradles made with 8" x 8" (200mm x 200mm) lumber to support the mill will be fastened to the mill with 1-1/4" (32mm) banding.
- E. If shell is over 12' (3.6m) in diameter and less than 12' (3.6m) in length, the shell would be turned on end and supported by two(2) 3" x 6" (75mm x 150mm) lumber skidding, instead of cradles; or, depending on size, four(4) to six(6) 3" x 6" (75mm x 150mm) oak blocks bolted on bottom flange.
- F. If trunnions are assembled to the mill, cover bearing surface with 1/8" (3mm) plywood and steel band. Stencil "**DO NOT LIFT OR FORK HERE**" on bearing journal protection.
- G. Assemble lifting lugs per engineered drawings, if required (Note: Lugs to be painted "safety yellow" per T-102 specifications and clearly identify rated weight capacities.).
- H. Stencil temporary bracing "**DO NOT LIFT OR FORK HERE**".
- I. Shells and shell sections must be loaded, secured and transported in such a manner as to assure proper support and avoid flexing and stresses.



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Kami Iron Ore Project

RFQ # KAMI-WPO-PO-MS0002
AG/Ball Mills

Attachment 7- General Terms and Conditions

TERMS AND CONDITIONS

1. DEFINITIONS

Definitions and interpretation of terms used in this Agreement are specified in Schedule 1

2. DELIVERY

- 2.1. The Vendor agrees to supply the Goods on the Delivery Date, to the Delivery Location and in the manner described in Schedule 1, Schedule 2 and the provisions of this Agreement for the purchase price set out in the Annexure to Schedule 2. The Vendor shall provide notice in writing to the Purchaser at least 30 days in advance of Delivery Date. No order shall be packed for shipment until a written confirmation is received from the Purchaser that the Goods may be packed. If the Goods are ready for shipment and Purchaser does not send such written confirmation at least 5 days prior to the Delivery Date and arrange for shipping **[or request that the Vendor arrange for shipping]** on or before the Delivery Date, all Vendor's reasonable costs and expenses accruing from and after the Delivery Date arising out of such Purchaser delay shall be for Purchaser's account and payable in addition to the purchase price. The Vendor shall provide the following documentation for each shipment: transport bill of lading (as applicable to the Agreement), commercial invoice, packing list certificate of origin duly certified and other usual and customary documents. The Purchaser shall provide the Vendor with mode of shipment and the name of the shipping company or applicable agent not less than 10 days prior to the applicable shipment dates.
- 2.2. Incoterms will apply to the Agreement as provided in Schedule 1.
- 2.3. All Goods delivered to the Purchaser at the Site shall be subject to inspection by the Purchaser. The Purchaser may, within five (5) days following receipt of the Goods at the Site, reject unordered, defective or non-conforming Goods included in the delivery and shall promptly notify Supplier of the same. Vendor shall be responsible for repair or replacement of such rejected Goods at its own expense. Goods rejected by the Purchaser as aforesaid shall be at the Vendor's risk for damage or loss.
- 2.4. The making or failure to make any inspection of the Goods by the Purchaser, shall in no way impair the Purchaser's right to reject non-conforming, unordered or defective Goods under this Agreement, or to avail itself of any other remedies to which the Purchaser may be entitled pursuant to this Agreement.

3. ASSIGNMENT AND SUB-CONTRACTING

- 3.1. Vendor shall not sub-contract, assign or novate any part of this Agreement or any rights or obligations under this Agreement without the prior written consent of Purchaser. Consent to subcontracting given under this clause does not relieve the Vendor of any liability and the Vendor remains responsible and liable for the performance of all its obligations under this Agreement.

4. VENDOR TO INFORM ITSELF

- 4.1. Vendor shall satisfy itself, before entering into this Agreement, as to the extent and nature of the Goods including, any works, personnel, materials and equipment, plant, consumables and facilities required for the manufacture of the Goods, the correctness and sufficiency of the rates, prices, general conditions, and all other matters which could reasonably affect Vendor's progress or performance of the manufacture and delivery of the Goods.

5. DRAWINGS AND TECHNICAL DATA

- 5.1. Any deviation from or modification to Requisitions is subject to Purchaser's prior written approval. If Vendor considers there is any omission or inconsistency in such Requisitions or that any modifications should be made, Vendor shall notify Purchaser in writing forthwith and Purchaser shall respond promptly. Requisitions supplied by Purchaser in connection with the Agreement shall be maintained in confidence by Vendor, and shall not, without Purchaser's prior written consent, be disclosed to any third party, or used by Vendor except in implementing the Agreement.
- 5.2. Vendor shall provide drawings and technical data to Purchaser for approval and/or other purposes in accordance

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with the stipulations of the Agreement. Any such approval shall not imply that Purchaser has checked or is responsible for the accuracy of any drawings and technical data other than the Purchaser's own drawings and technical data. Any failure or delay in responding by Purchaser may extend the Delivery Date.

6. VARIATIONS

- 6.1. Purchaser has the right to issue instructions in writing to Vendor at any time to make any variations to the Goods including increasing or decreasing the size of the order, which are within the capability and resources of Vendor. If applicable, variations will be documented as an amendment to the Agreement or in such other form as issued by Purchaser.
- 6.2. Any adjustment to the Total Order Value resulting from any variation shall be valued at the appropriate rates and prices included in the Agreement or, in the absence of any express rates and prices, as agreed in writing by Purchaser and the Vendor. Immediately upon such written agreement, Vendor shall proceed with such variation.

7. INVOICES AND PAYMENT

- 7.1. The Purchaser will pay the Vendor for satisfactory supply of the Goods at the times and in the manner as provided in Schedule 2.
- 7.2. The Vendor shall invoice the Purchaser in accordance with the provisions in Schedule 2.
- 7.3. In accordance with Schedule 2, invoices shall detail and declare all applicable taxes payable by the Purchaser.
- 7.4. Payment of any invoice by Purchaser does not amount to acceptance of the Goods nor does it relieve the Vendor of any warranties or obligations in respect of the Goods as provided in this Agreement. Payment shall be made without prejudice to any of the Purchaser's rights.

8. WARRANTY

- 8.1. Vendor warrants that:
 - (a) all Goods, items, materials and work supplied under this Agreement whether provided, manufactured, fabricated, assembled or installed by Vendor will materially conform to the Vendor's mechanical specifications as provided to the Purchaser and made a part of this Agreement;
 - (b) all Goods, items, materials and work furnished under this Agreement shall be new and of recent manufacture, of specified quality and free from defects in materials and workmanship and the Goods are fit for their intended purpose to the extent set forth in the Specifications.
 - (c) all Services performed or work relating to the Goods shall be done in a skilled, professional and timely manner;
 - (d) it has good and marketable title to the Goods, free and clear of any changes, liens or encumbrances of any nature or kind;
 - (e) nothing in the Vendor's title or rights that are transferred to the Purchaser will prohibit the further transfer to any Client or third party; and
 - (f) the sale or transfer of ownership of any Goods or Services under this Agreement does not breach or offend any third party's rights.
- 8.2. Vendor provides the warranties set forth in this Article 8, those set forth in the Statement of Performance for the AG Mill and those set forth in the Statement of Performance for the Ball Mill in addition to any other warranties expressly set forth in the contract documents and specifically identified as the warranty of Vendor, if any. Vendor provides no other warranties. The warranties expressly stated in the contract documents and specifically identified as Vendor's warranty are expressly in lieu of all other warranties, representations, guarantees and the like, including but not limited to implied warranties of merchantability and fitness for any particular purpose, and constitute the only warranties of Vendor with respect to the Goods and Services. The mechanical warranties set forth in this Article 8 will continue for the Warranty Period. Vendor and its suppliers shall have no obligation under any warranty as to Goods which have been improperly stored or handled, or which have not been installed, operated or maintained according to Vendor or supplier furnished manuals or other written instructions or is operated during the Warranty Period with other than genuine Metso parts. This limited warranty excludes wear

TERMS AND CONDITIONS

parts or consumables which wear out or are consumed in accordance with industry standards.

- 8.3. [The Vendor will provide the Security as specified in Schedule 1 Part B to the Purchaser on signing of this Agreement.] **[Insert only where applicable.]**
- 8.4. If the Vendor is in breach of any of the warranties set forth in Article 8.1 and, pursuant to Article 8.6, Purchaser has provided Vendor with written notice thereof and an opportunity to proceed with repair and replacement and Vendor has failed to do so, the Purchaser is not obliged to make any payment under this Agreement and may call on the Security pursuant to the terms set forth in the Security provided by Vendor hereunder.
- 8.5. If Vendor fails after reasonable notice to proceed promptly with the repair or replacement of the defective items or materials, Purchaser may repair or replace such items or materials and charge all related direct costs to Vendor pursuant to Article 8.6 without voiding the warranties therein. The rights and remedies of Vendor and Purchaser provided in this Clause are in addition to any other rights or remedies provided under this Agreement.
- 8.6. If during the Warranty Period any fault, defect or non-conformity is discovered by either party, Purchaser shall promptly notify Vendor thereof in writing and Vendor shall take all measures necessary to correct such defects or non-conformities by repairing or replacing or having replaced defective or non-conforming Goods with the greatest diligence and at Vendor's expense. Purchaser shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. Failing prompt and sufficient action on the part of Vendor, Purchaser shall have the right to effect or arrange for all of the necessary repairs or replacement at Vendor's risk and expense. Purchaser's entitlement to warranty remedies is contingent upon Purchaser's cooperation in permitting Vendor to investigate the defect and in returning replaced parts to Vendor, if requested, at Vendor's expense.
- 8.7. The remedies provided in respect of the warranties set out in this article 8, as well as the remedies provided in the statements of performance for the ag mill and the ball mill in respect of the warranties contained in such statements of performance, are purchaser's exclusive remedies against vendor and its suppliers under the agreement, whether in contract or in tort or under any other legal or contractual or extra-contractual basis or theory, arising out of such warranties.,this section 8.7 does not limit the purchaser's rights to draw upon any letter of credit issued by the vendor in favour of the purchaser and does not derogate from the idemnification rights set out in article.

9. LIABILITY & INDEMNITY

- 9.1. In addition to it's warranty obligations inder Clause 8 the Vendor indemnifies and saves harmless the Purchaser and its Affiliates and their respective directors, officers, employees and agents (the "Indemnified Parties") against any liability, loss, damage, cost or expense (including reasonable legal fees on a solicitor and their own client basis) (a "Loss") which any of the Indemnified Parties may incur, including by reason of any allegation, claim, action, suit or threat thereof, brought or made by a third party, for the death or bodily injury of any person(s) or damage or destruction of property, where caused by the negligence or omissions of the Vendor arising as a result of the Vendor's breach of this Purchase Order. By way of clarification, Vendor's indemnity obligations are subject to and limited by the provisions of Clauses 9 and 10 "Vendor's Liability Limit" set forth in Schedule 1 – Part B – Particulars of this Agreement.
- 9.2. The Vendor further agrees to indemnify and save harmless the Indemnified Parties from any Loss arising in connection with any violation of intellectual property rights of third parties in respect of the Goods (except infringement occurring as a result of incorporating a design or modification at Purchaser's request or Purchaser's use of the Goods in a manner contrary to the Agreement or Metso's manuals or instructions).
- 9.3. For the purpose of the indemnity in Section 9.1, neither Vendor or Purchaser shall be liable to the other for loss of revenue or profit or for incidental, indirect, special or consequential damages,, whether in contract (including breach of representation or warranty) or in tort (including negligence or strict liability), or under any other legal or contractual or extra-contractual basis or theory, excepting that this clause shall not apply to indemnification arising out of infringement of intellectual property or breach of confidentiality obligations.

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10. INSURANCE

- 10.1. Vendor must maintain and ensure that any of its sub-contractors maintains, as a minimum, the insurances set out in Clause 10.4 and schedule 1 part b.
- 10.2. The Vendor must ensure that all insurance is in full force and effect and placed with reputable and substantial insurers throughout the life of the agreement. other than employers liability insurance/workmen's compensation, all insurances shall include Purchaser and their respective affiliates as additional assureds to the extent of Vendor's indemnity obligations in section 9.1 hereunder and shall be endorsed to provide that underwriters waive subrogation rights against Purchaser and its affiliates in relation to the agreement. All insurances shall, where possible, provide that Purchaser shall be given not less than 30 days notice of cancellation of or material change to cover.
- 10.3. The provisions of this clause 10 shall in no way limit the liability of Vendor under the agreement.
- 10.4. The insurances required to be effected by the Vendor which are specified and are in the amounts specified in schedule 1 part b include:
- (a) Employers liability and Workers' Compensation insurance covering personal injury to or death of the employees of Vendor
 - (b) Property insurance with policy limits equal to the full replacement value of Vendor's equipment used in performance of the agreement. Such insurance shall remain in force as long as it is under the care, custody and control of the Vendor.
 - (c) Marine cargo and protection indemnity insurance will be the responsibility of Purchaser as required.
 - (d) Comprehensive General Liability insurance, including products and completed operations liability to be maintained in full force and effect for a period of two (2) years following final completion of the contract, premises operations, independent contractors, broad form contractual and collision liability covering the operations of vendor in the performance of the agreement for both bodily injury and property injury and including severability of interest and cross liability clauses.
 - (e) Third Party and Passenger Liability insurance and other motor liability insurance as required by applicable jurisdiction.
- 10.5. Vendor shall supply Purchaser with evidence of such insurance on demand.

11. TITLE AND RISK

- 11.1. Title to the Goods shall pass to Purchaser as soon as paid for by Purchaser in accordance with the terms and conditions of this Agreement. Purchaser shall retain title to all Purchaser provided items and Purchaser provided information. All such items shall be clearly identified as being owned and held on behalf of Purchaser.
- 11.2. Risk and responsibility for the Goods shall pass to the Purchaser in accordance with the delivery Incoterm set out in Schedule 1 – Part B.
- 11.3. Purchaser reserves the right to refuse to pay for any Goods and shall in such a case return such Goods if Vendor cannot give satisfactory proof that title to Goods will unconditionally pass to Purchaser or its nominated third party or Client on payment or as otherwise required by the nominated Incoterm.

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12. LIENS

- 12.1. Vendor, shall save, indemnify, defend and hold harmless Purchaser from and against all liens by any subcontractor, supplier, and personnel in connection or arising out of the Agreement to the extent Purchaser has paid Vendor.
- 12.2. Vendor shall immediately notify Purchaser of any possible lien or attachment which may affect the Goods or any part thereof.
- 12.3. If at any time there is evidence of any lien or attachment to which, if established, Purchaser or its property might be subjected, whether made by any persons against Vendor or made by any subcontractor, personnel and suppliers against Purchaser, then Purchaser shall have the right to withhold and/or set off or otherwise recover from Vendor such monies as will fully indemnify Purchaser against any lien or attachment.

13. INTELLECTUAL PROPERTY

Copyright and other intellectual property rights in the Goods shall be as provided in Schedule 1. If Schedule 1 contains no such provisions, the Vendor shall retain the copyright and other intellectual property rights in the Goods.

14. CONFIDENTIALITY

- 14.1. Vendor shall keep confidential information provided to it by the Purchaser including information in respect of the Goods, the existence and terms of the Agreement, information relating to the Purchaser's Kami Mine Project and other business of the Purchaser and shall not use such information other than to carry out its obligations under this Agreement. Purchaser shall keep confidential information provided to it by Vendor which is applicable to Vendor's intellectual property including its drawings, trade secrets, patents, copyrights, works of authorship, business information, procedures, specifications and the like and only use the same as may be set forth expressly in this Agreement.

15. TAXATION

- 15.1. Vendor shall ensure that all taxes and duties shall be applied and paid by Vendor in accordance with the delivery Incoterm set out in Schedule 1 or in Agreement, per the agreed delivery Incoterm. Purchaser shall not be liable for any taxes and/ or import duties relating to the performance of the Agreement other than the import taxes and duties payable by Purchaser in accordance with the delivery Incoterm set out in Schedule 1 and the sales or value added taxes set out in the Annexure to Schedule 2.

16. TERMINATION

- 16.1. The Purchaser may, by written notice to the Vendor, at any time give prior notice of intention to terminate this Agreement. The effective date of termination of this Agreement shall be the date upon which such notice is delivered to the Vendor, unless some other period is agreed between the Purchaser and the Vendor. Upon receipt of such notice the Vendor shall take immediate steps to bring this Agreement to a close, cancel any outstanding orders with its suppliers and to reduce expenditure to a minimum. Purchaser shall be responsible to pay all reasonable costs and expenses incurred by Vendor in effecting such termination, plus Vendor's actual direct costs associated with the manufacture of the Goods to the date of termination, plus twenty percent (20%) of said actual direct costs for overhead and profit, less amounts already paid by Purchaser as of the date of termination as agreed and mentioned in the commercial notes of this agreement.
- 16.2. In the event of any material breach by the Vendor of its obligations under this Agreement, which the Vendor shall fail to remedy within fifteen (15) days after receiving written notice from the Purchaser specifying the breach and requiring its remedy, then the Purchaser may immediately terminate this Agreement by notice in writing to the Vendor. If such breach is of the nature that it cannot be remedied within such fifteen (15) day period, Vendor shall commence such remedy or outline actions required for remedy within ten (10) days and diligently pursue such remedy to completion.
- 16.3. In the event of bankruptcy, receivership, dissolution, winding-up or any similar event affecting either party, this

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Agreement shall ipso facto be terminated and irrevocably be deemed to be null and void. This Agreement in such event shall not be treated as an asset of the estate of the affected party.

17. FORCE MAJEURE

- 17.1. Neither Purchaser nor Vendor shall be responsible for any failure to perform any part of this Agreement, if to the extent that fulfilment has been delayed or temporarily prevented by a Force Majeure.
- 17.2. In an event of a Force Majeure occurrence, the party that is or may be delayed in performing the Agreement shall notify the other party without undue delay giving the full particulars thereof and shall use all reasonable endeavours to remedy the situation without delay.
- 17.3. If the Vendor is prevented from supplying the Goods by the Delivery Date due to Force Majeure that extends more than one hundred twenty (120) days, then the Purchaser may terminate this Agreement without penalty.

18. DISPUTE RESOLUTION

- 18.1. In the event of a disagreement between the parties arising out of or in connection with the Contract, including, without limitation, the performance of the Services, a Change, or the interpretation, application or administration of the Contract, the Works Contractor shall continue to perform the undisputed portion of any Services as directed by the Owner's Representative, notwithstanding any dispute, claim, mediation or any legal action initiated by either or both of the parties. All disputes and claims arising out of or in connection with the Contract, including, without limitation, any provision of the Contract, the performance of the Services or a Change interpretation, the application, enforceability, performance, breach, termination, validity or administration of the Contract, or any matter referred to for resolution pursuant to this clause shall be resolved in accordance with this clause - Dispute Resolution Procedure.
- 18.2. The parties shall make all reasonable efforts to resolve all disputes by negotiation. The parties agree that at all times each of them will make bona fide efforts to have all disputes resolved at the lowest level of management before engaging this dispute resolution process.
- 18.3. Any offer to settlement becomes null and void when either Party requests that the resolution process proceed to the next stage or seeks to take another form of dispute resolution.
- 18.4. In the event the situation is not resolved on the Work Sites at the lowest level of management, either Party may deliver to the Owner's Representative or the Works Contractor's Representative, as applicable, a written notice of dispute, which Notice of Dispute shall initiate the dispute resolution process described in this clause. To be effective, the Notice of Dispute must expressly state that it is a Notice of Dispute, set out the particulars of the matters in dispute, describe the remedy or resolution sought by the Party issuing the Notice of Dispute and be signed by the Representative of that Party.
- 18.5. On receipt of a Notice of Dispute, the Owner's Representative and the Works Contractor's Representative (collectively "Party Representatives" and individually "Party Representative") shall each promptly and diligently make all reasonable bona fide efforts to resolve the dispute. Each Party Representative shall provide to the other, on a without prejudice basis, frank, candid and timely disclosure of relevant facts, information and documents (except such documentation that is subject to legal privilege) as may be required or reasonably requested by the other to facilitate the resolution of the dispute.
- 18.6. If a dispute is not resolved by the Party Representatives within 10 Business Days after receipt by a Party of the applicable Notice of Dispute, or within such longer period of time as the Party Representatives may both expressly agree, then at any time after the expiry of such period of time either Party Representative may, by notice in writing to the other, refer the Dispute to an executive of a Party's local office who:
 - a. is in a position of authority above that of the Owner's Representative or the Works Contractor's Representative, as the case may be; and
 - b. subject only to approval of the board of directors or similar governing body of the Party, has full authority to resolve and settle the dispute.

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- 18.7. Once a dispute is referred to them, the local executives of each Party shall promptly and diligently make all reasonable bona fide efforts to resolve the dispute. All discussions and negotiations, and all documents exchanged, between them related to the dispute shall be on a without prejudice basis to facilitate the resolution of the dispute.
- 18.8. If a dispute is not resolved by the Parties' local office executives within 10 Business Days or such longer period agreed to by the Parties after the date the dispute is referred to the local office executives, then at any time after the expiry of such period of time either Party local office executive may, by notice in writing to the other, refer the Dispute to an executive of a Party's head office who:
- a. is in a position of authority above that of the Owner's Representative or the Works Contractor's Representative, as the case may be; and
 - b. subject only to approval of the board of directors or similar governing body of the Party, has full authority to resolve and settle the dispute.
- 18.9. If the parties fail in their efforts to resolve the dispute after following the dispute resolution processes described in sections 4 to 8 of this clause, within 30 days and upon the submission of a request by either Party, the Parties shall use formal non-binding mediation to attempt to resolve the dispute.
- 18.10. Sections 8 and 9 of the Ontario Commercial Mediation Act, 2010, S.O. 2010, c.16, Schedule 3 shall apply to all negotiations and mediation efforts engaged in between the parties pursuant to this clause - Dispute Resolution Procedure.
- 18.11. Mediation sessions shall be in the City of Toronto, Ontario, unless the parties mutually agree to a different location. The cost and of the mediation and the fees of the Mediator shall be shared equally between the parties regardless of the result.
- 18.12. If the dispute has not been fully resolved within sixty (60) days after the appointment of the Mediator, either party may, by written notice to the other party, resort to litigation provided both parties attorn to the jurisdiction of the Ontario Superior Court of Justice.

19. EXPORT CONTROLS AND ANTI-BOYCOTT LEGISLATION

- 19.1. Vendor shall not take any action in the name of or on behalf of Purchaser that would violate any law of any applicable jurisdiction including without limitation *The Corruption of Foreign Officials Act* (Canada) and other similar legislation and no provision in this Agreement shall be interpreted or applied which would require any party to do or refrain from doing any act which would constitute a violation of anti-boycott, sanctions, embargo or export control law.
- 19.2. If Vendor perform any part of the Agreement contrary to applicable law, then Vendor shall bear any penalties or additional costs resulting from such violation and correction and Purchaser, notwithstanding any other provision of this Agreement to the contrary, shall have the right to terminate this Agreement immediately without any liability or responsibility to Vendor for any costs, expenses or damages associated with such termination.

20. RETENTION OF DOCUMENTS

- 20.1. The Vendor shall retain in respect to this Agreement, all pertinent commercial documentation (as applicable to the Agreement), such as, but not limited to copies of invoices, freight bills, dock receipts, freight forwarder receipts, on-board bills of lading and any other pertinent documents, all bearing the appropriate Contract number, for a minimum period of six (6) years following the date of final payment, so as to be available for inspection from time to time as required by the Purchaser solely to the extent such documentation relates to prices paid by Purchaser for services or goods completed on a time and materials or cost plus basis.

21. PUBLICITY

Vendor shall not publish or permit to be published any information, article, photograph, illustration or any other material of whatever kind relating to the Agreement, Purchaser or Purchaser's business without Purchasers' written approval.

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22. CONTINUING OBLIGATIONS

The obligations contained in Clause 8 (Warranty), Clause 9 (Liability & Indemnity), Clause 11 (Liens), Clause 12 (Intellectual Property), Clause 13 (Confidentiality), Clause 14 (Taxation), Clause 15 (Suspension and Termination), Clause 17 (Arbitration), Clause 19 (Retention of Documents), Clause 20 (Publicity), Clause 22 (Compliance with Laws and Codes), and this Clause 21 shall continue after completion or termination of the Agreement.

23. COMPLIANCE WITH POLICIES

- 23.1. In supplying the Goods the Vendor and the Vendor's relevant employees and contractors, shall comply with any reasonable requests and the provisions of the Purchaser's Code of Conduct, as relevant, and any other relevant policies and procedures provided by Purchaser in writing to Vendor and applicable to the Vendor's supply of the Goods.

24. GENERAL

- 24.1. Nothing in this Agreement shall create or constitute a general partnership or an agency arrangement between the Parties or an agreement to form such a partnership or agency arrangement.
- 24.2. The following shall be stated in Schedule 1 Part B:
- (a) the language or languages in which this Agreement shall be written;
 - (b) the language according to which this Agreement is to be construed and interpreted; and
 - (c) the country or state, the law of which is to apply to this Agreement and according to which this Agreement is to be construed.
- 24.3. This Agreement may only be amended by a document signed by both parties.
- 24.4. Any notice required or authorized to be given or any other communication between the Parties required under this Agreement shall be emailed, served by hand, by courier or by facsimile addressed to a Party's address set out in this Agreement or to such other address notified in writing by either Party to the other as its address for service. Any email shall be deemed delivered, pending a failure notification is not received. Any notice served by facsimile shall be deemed to have been received on despatch and in proving such service it shall be sufficient to prove that the fax containing the notice was properly addressed and as the case may be put into the post or transmitted. Any notice served by hand or by courier shall be deemed received when delivered.
- 24.5. The provisions of this Agreement are and will be several so that in the event that any part, term of provision of this Agreement is determined by a court of competent jurisdiction to be unlawful or unenforceable, the reliability and enforceability of the remaining parts, terms or provisions shall not be affected.
- 24.6. This Agreement contains the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior agreements written or oral.
- 24.7. If the Vendor fails to deliver the Goods as stipulated in this Purchase Order, Vendor shall pay to Purchaser, as Liquidated Damages, a sum equal to one half of one percent (.5%) of the value of the delayed part or equipment for every seven calendar days delivery is delayed. The parties agree that it would be difficult, to accurately estimate Purchaser's damages in the event Seller fails to deliver the Goods on or before the required delivery date. The parties further agree that such Liquidated Damages are a reasonable pre-estimate of the actual damages the Purchaser would sustain and as such are not a penalty. The total of such Liquidated Damages payable by Seller shall in no event exceed five percent (5%) of the Purchase Order price and shall be assessed only if the Seller's late delivery directly results in late commercial start-up of the Goods. Notwithstanding, Seller shall not be liable for delays in performing its obligations to the extent the delay is caused by Purchaser. The recovery of Liquidated Damages is Purchaser's sole and exclusive remedy for Seller's late delivery hereunder unless delivery of the Goods shall exceed 180 days due to the sole fault of Vendor or those for whom it is liable. By way of clarification, "fault" as used in the preceding sentence shall not include circumstances constituting Force Majeure.
- 24.8. The Purchaser may at any time, by notice in writing to the Vendor, change the Purchaser's agent and the
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Purchaser or the Purchaser's agent may at any time, by notice in writing to the Vendor, change the Purchaser's representative. The Vendor acknowledges that any actions to be taken by the Purchaser hereunder may be taken on its behalf by the Purchaser's Agent until such time as the Vendor receives a notice from the Purchaser changing or terminating such agency.

SCHEDULE 1 - DEFINITIONS

Agreement	means this Purchase Order and includes the Schedule, Annexures, Specifications, Summary of Particulars and any other documents attached
Confidential Information	means all information which, by its nature or by the circumstances of its disclosure, is or could reasonably be expected to be regarded as confidential to a party and includes concepts, technical and operational information owned or used by a party and details of any clients, customers or suppliers of a party.
Currency	means the currency of the Territory unless specified in Part B of Schedule 1.
Delivery Date	means the date[s] for delivery at the Delivery Location or under the designated Incoterms as specified in Part B of Schedule 1, or as outlined in the Agreement.
Fees	means the sums which are payable to the Vendor under Schedule 2 of this Agreement;
Force Majeure	<p>means any occurrence, other than the financial incapability of a party, which prevents or delays a party from performing its obligations under the Agreement (except an obligation to pay any amount) within the time required for the performance of such obligation and which is beyond the reasonable control and without the fault or negligence of the party relying on such occurrence, and which by the exercise of reasonable diligence that party could not, at the time the Agreement was executed, have reasonably contemplated happening and, includes:</p> <ul style="list-style-type: none">(i) acts of God, including action of the elements, epidemics, landslides, earthquakes, floods, or natural disasters; and(ii) industry-wide, provincial wide and local strikes, work stoppages, restraints of labour, or other industrial/labour disturbances; and(iii) acts of the public enemy, including wars which are either declared or undeclared, terrorism, blockades and insurrections; and(iv) the refusal or delay by a governmental authority in providing any necessary applicable permits required to supply the Goods or perform the Services provided that the party claiming it is affected by such event or circumstance has acted in a timely and reasonable manner in endeavouring to secure them; <p>notwithstanding the foregoing, the term Force Majeure does not include the following:</p> <ul style="list-style-type: none">(v) the default of the Vendor or its subcontractors or suppliers;(vi) heavy rain or snow which is reasonably foreseeable to occur within a 100 year cycle in the geographical region of the Project and for which reasonable precautions can be taken to prevent or overcome the effect of;(vii) shortages of labour and accommodation that may affect the establishment, operation or maintenance of the Project; or(ix) reasonably anticipated seasonal conditions affecting any access roads to the Project.
Goods	means the goods to be supplied by Vendor as described in Schedule 2.
Delivery Location	means the address, site, location or various addresses, sites or locations to which Goods must be delivered or Services provided as specified in Part B of this Schedule 1;
Project	means the Kami Iron Ore Project.
Requisition	means any particular requirements including specifications, data sheets, drawings and instructions relating to the Goods which are annexed to this Agreement.
Security	means any parent company guarantee, guarantee or bond in substantially the same form as provided in Schedule 3.
Site	Means the site of the Project in the Province of Newfoundland and Labrador.

Special Conditions	means the additional or overriding conditions contained in Schedule 1 – Part B.
Territory	means the country named in Schedule 1 where the Project is located.
Total Order Value	means the total agreed cost of the Goods as stipulated in this Agreement including any variation required under an agreed change order.
Warranty Period	is the period of time Specified in Part B of this Schedule.

SCHEDULE 1 – PART B – PARTICULARS

Purchaser Address for Notices Purchaser Representative	The Kami Mine Limited Partnership c/o WorleyParsons Services Ltd. Suite 604 – Atlantic Place 215 Walter Street, St.John's, Newfoundland and Labrador A1C 6C9 Attn: Maryam Shahr Aeni
Vendor Address for Notices Vendor Representative	795 George V Lachine, QC H8S 2R9 Frank Cacchione
Clause 2	Delivery The Vendor is responsible in delivering the Goods on the Delivery Date as per Attachment 0- Commercial Notes Clause 5
	Delivery Date Term or Timetable for Delivery of Goods or Services The Vendor shall deliver the Goods to the Delivery Location or complete the Services within a period of 56 weeks after the date that this agreement is acknowledged by vendor. Based on acceptance date of August 14, 2013 the delivery date would be September 12, 2014.
Clause 8	Warranty The Warranty Period continues for a period of twelve (12) months from the date the Goods are initially operated but no more than eighteen (18) months from the date Purchaser is notified that the Goods are ready for shipment. Since partial shipment is allowed, (18) months will be calculated based on the final shipment.
Clause 9 Clause 10	Liability & Insurance Liability Limit [Note Liability limit must exclude liability for property damage, personal injury and death, breach of Intellectual Property of third parties] is equal to the Total Order Value to the extent paid by Purchaser. However, amounts payable by Supplier resulting from (i) bodily injury or tangible property damage caused by Supplier's negligence or (ii) Supplier's infringement of third party intellectual property shall be excluded from aforesaid Liability Limit. Comprehensive General Liability: CAD \$10,000,000 Workers Compensation: CAD\$1,000,000 or as required by law Employees Liability: CAD \$1,000,000 Transit Insurance: By Kami as required Other insurances: Not applicable The Vendor will maintain the above policies with an approved insurer for a period of [one (1) year] after the expiry or termination of this Agreement.
Clause 13	Intellectual Property All drawings, specifications, data, software, firmware, manuals, instructions, documentation or other works of authorship furnished by Supplier to Purchaser are copyrighted property of Supplier or its sub-suppliers, and are to be used by Purchaser only for the purpose of installing, operating, maintaining and repairing the Goods. Such works and data may not be otherwise used or reproduced or disclosed. Supplier or its sub-suppliers retain all right, title and interest in and to its and their inventions, discoveries, concepts, ideas or other intellectual property embodied in or related to its Goods.
Clause 24	General 1. This Agreement shall be governed by, enforced and disputes resolved in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. 2. The parties expressly waive the application and jurisdiction of the UN Convention on the International Sale of Goods. 3. The English language version of this Agreement is the authoritative version. In the event of any conflict between any version of this Agreement in any other language and the English language version, the English language version shall prevail. All notices and other communications under or pursuant to this Agreement shall be in the English

SCHEDULE 1 – PART B – PARTICULARS

		language.
A.	Workmanship	<ol style="list-style-type: none">1. All workmanship shall, as a minimum, be of the quality as described in the Agreement.2. Vendor shall be responsible for the provisions of all facilities, equipment and consumables for the testing and inspection of materials and workmanship. If any test or inspection is ordered by Purchaser which is not provided for, or clearly intended by, the Agreement, then the cost of such test or inspection shall be borne by Purchaser.3. Vendor shall, by giving at least ten (10) day's prior written notice, afford full opportunity for Purchaser or its representative to witness any inspection or test.4. Vendor shall pay to Purchaser on demand the direct costs incurred by Purchaser by reason of any delay in inspection or testing beyond the date specified in Vendor's notice given in accordance with paragraph A.3. <p>Vendor shall uncover any part of the Work as directed by Purchaser or its representative for the purpose of testing and/or inspection and shall, if found to be defective, make good such part to the satisfaction of Purchaser. If any such part has been covered or put out of view after compliance with requirements of paragraph B.3 and is found to be executed in accordance with the Agreement, the cost of uncovering, reinstating and making good the same shall be borne by Purchaser, but in any other case all such costs shall be borne by Vendor.</p>
B	Vendor's Employees	Vendor shall, unless specifically provided for in the Agreement, be solely responsible for and shall meet all costs incurred in connection with the employment by Vendor of personnel required for the fulfilment of its obligations under this Agreement.
Special Conditions	[If any]	Not applicable

SCHEDULE 2 – GOODS AND SERVICES

Invoicing and Payment (Refer Clause 7).

Prices are fixed and firm for the duration of the Purchase Order and are neither subject to escalation nor adjustment due to currency fluctuation unless varied under this Agreement.

Vendor's invoices in respect of the Agreement shall be submitted in a format as set forth in this Purchase Order.

Purchaser shall pay correctly prepared invoices within sixty (60) days of receipt at the address indicated for the Vendor set out in this Agreement.

If Purchaser disputes any items on the invoice in whole or in part or if the invoice is prepared or submitted incorrectly in any material respect, Purchaser shall notify Vendor within five (5) days of receipt of the invoice of the reasons why and request Vendor issue a corrected invoice. Purchaser shall pay within the terms set forth in this Agreement any undisputed portion of any invoice.

If any other dispute connected with the Agreement exists between the parties, Purchaser may withhold the money which is the subject of the dispute when it becomes payable under the Agreement.

On settlement of any dispute Vendor shall submit the invoice for the sums due if such invoice has not already been submitted and Purchaser shall immediately make appropriate payment in accordance with the paragraph above.

Purchaser shall have the right to correct or modify any sum previously paid to Vendor in any of the following circumstances:

- (a) Any such sum which was incorrect;
- (b) Any such sum which was not properly payable to Vendor.

If Purchaser at any time incurs direct costs, which under the provisions of the Agreement it is entitled to recover from Vendor, Purchaser may invoice Vendor for such costs and or may choose to deduct such costs from any amount due, or may become due to vendor under the Agreement.

Vendor shall pay Purchaser within sixty (60) days of receipt of invoice any sums outstanding after such deductions.

All payments under this Agreement shall be made in the currency of the Agreement as stated in Schedule 1

Purchaser shall make all payments to Vendor hereunder by means of bank transfer to the bank and account specified by Vendor.

Tax obligations : As per Attachment 0 - Commercial Notes Clause 3



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Kami Iron Ore Project

RFQ # KAMI-WPO-PO-MS0002
AG/Ball Mills

Attachment 8- Performance Warranties

REGRIND BALL MILL - PERFORMANCE

ALDERON KAMI IRON ORE PROJECT

1.0 STATEMENT OF PERFORMANCE

Metso Minerals, Inc. (Vendor) warrants to Alderon Iron Ore Corporation (Owner) that the design of the 22 ft x 41 ft overflow discharge regrind ball mill, as specified and described in this Agreement, be such that if the equipment is completely assembled, installed, operated and maintained in accordance with Vendor's instructions and under each and all of the statement of conditions stated below, the equipment will be capable of meeting the following standards of performance.

1.1 Mill Power Draw - The Vendor guarantees the following power draw performance:

1.1.1 The 6.71 m (22 ft dia) x 12.34 m (40.5 ft EGL) long Ball Mill will with a typical industrial liner design draw the power as projected by the vendor supplied Ball Mill power charts. The power draw guarantee may be adjusted subject to final liner selection and agreement by both parties.;

1.2 Mill Conveyance - The Vendor guarantees that the feed and discharge arrangements of the Ball Mill will convey a maximum total design tonnage of up to 1,854 tonnes per hour of solids at 70% solids at the Ball mill discharge with a solids specific gravity of 3.6. The guarantee total design tonnage corresponds to a slurry flowrate of 1,310 m³/hr.

Performance results shall be computed based on the Test and Measurement Procedure.

2.0 METHODS OF DETERMINING FULFILLMENT OF PERFORMANCE WARRANTY

The ability of the equipment to perform as warranted shall be conclusively established for all purposes, and Vendor shall be discharged from any further obligations under this warranty:

- 2.1 If and when the respective operating results meet the warranted standards of performance for any 6 – 12 hour periods of operation as disclosed by Owner's records or otherwise including without limitation, by test at Vendor's option.
- 2.2 If the Owner shall, through no fault of Vendor, within the first twelve (12) months after start-up fail to or is unable to operate under conditions outlined in paragraph 1.0, during at least one 6 – 12 hour period of operation; or
- 2.3 If Owner shall fail to furnish promptly to Vendor copies of operating records as provided in 2.1 above, or
- 2.4 If within twelve (12) months after start-up of the System, or twenty-four (24) months after the date of final shipment whichever occurs first, and through no fault of Vendor, the System is not completely erected and operating, or

3.0 LIABILITY

In the event that the Owner complies with the above Statement of Conditions, but fulfillment of warranted performance is not achieved as provided under 1.1 above during the first twelve (12) month period following start-up due to the Vendor's fault, Vendor may, at his sole expense proceed with such additions to, replacements of, and corrections and adjustments in the equipment in the System as Vendor deems necessary to attain the performance warranted herein or at his option be subject to penalty.

- 3.1 The cost of the additions to, replacement of, and correction and adjustments to his equipment are at Vendor's expense. In the event that the Vendor is unable to correct the performance deficit or concedes that performance cannot be improved, Vendor shall be obligated to pay the penalty described below.

Penalty schedule shall be as follows:

3.1.1 Mill Power Draw Warranty

Ball Mill - For each 0.5% of shortfall in the mill power draw, Vendor shall be liable for 0.5% up to a maximum of 3% of the Ball Mill Price.

In no event shall Vendor's cumulative aggregate liability for liquidated damages for any and all reasons (including delay in delivery and performance warranty), under this purchase order exceed 5% of the mill price. Payment of liquidated damages by Vendor constitutes Vendor's total liability and Owner's sole remedy.

3.1.2 Mill Ore Conveyance Warranty

Vendor takes responsibility for mill ore conveyance capability and in the event of shortfall in mill ore conveyance will at its expense take all necessary corrective action to the extent set forth in the mechanical warranty.

- 3.2 Performance Test results shall be determined based on the test and measurement procedures. A variance of three percent (3%) for measurement error shall be allowed on the above warranties.
- 3.3 Vendor's liability to Owner whether in contract or in tort, or under any other legal theory, arising out of such failure to meet warranted performance shall be limited exclusively to correcting the system under the conditions aforesaid or to the liquidated damages provided above.
- 3.4 Vendor shall not in any event or under any circumstances be liable for loss of use or revenue or profits or for cost of capital or substitute use or performance, or for indirect, incidental, special or consequential damage, or for any other loss or cost of similar type or claims by Owner for damage of Owner's customers.
- 3.5 There are no warranties in addition to those expressly stated in writing and specifically designated by Vendor to be its warranty. This shall extend to all verbal representations as of this date or future dates, which shall not be construed as warranties unless expressly stated in writing and specifically, designated by Vendor to be its warranty.

Attachment A

1. Material: Magnetite Concentrate
2. Solids specific gravity: 3.6 tons/m³
3. Ball Mill slurry % solids: > 70%
4. Fresh feed size: 80 % Passing 361 microns
5. Bond Work Index: 14.2 kwh/tonne
6. Circuit: Reverse closed circuit with hydrocyclones
7. The initial ball charge distribution to be recommended by vendor.

AG MILL - PERFORMANCE

ALDERON KAMI IRON ORE PROJECT

1.0 STATEMENT OF PERFORMANCE

Metso Minerals, Inc. (Vendor) warrants to ALDERON Iron Ore Corporation (Owner) that the design of the AG mill, as specified and described in this Agreement, be such that if the equipment is completely assembled, installed, operated and maintained in accordance with Vendor's instructions and under each and all of the conditions stated below, the equipment will be capable of meeting the following standards of performance.

1.1 Mill Power Draw

1.1.1 The Vendor guarantees the following power draw performance:

The 10.97 m (36 ft dia) x 6.48 m (21.25 ft) EGL long AG Mill will with a typical industrial liner design draw the power as projected by the vendor supplied AG mill power charts. The power draw guarantee may be adjusted subject to final liner selection and agreement by both parties.

1.2 Mill Conveyance

1.2.1 The Vendor guarantees that the feed and discharge arrangements of the AG Mill will convey a maximum total design tonnage (fresh feed and recycle) of up to 4,292 tonnes per hour of solids at 65% solids at the AG mill discharge with a solids specific gravity of 3.4. The guarantee total design tonnage corresponds to a slurry flowrate of 3,573 m³/hr.

Performance results shall be computed based on the Test and Measurement Procedure.

2.0 METHODS OF DETERMINING FULFILLMENT OF PERFORMANCE WARRANTY

The ability of the equipment to perform as warranted shall be conclusively established for all purposes, and Vendor shall be discharged from any further obligations under this warranty:

- 2.1 If and when the respective operating results meet the warranted standards of performance for any 6-12 hour periods of operation as disclosed by Owner's records or otherwise including without limitation, by test at Vendor's option.
- 2.2 If the Owner shall, through no fault of Vendor, within the first twelve (12) months after start-up fail to or is unable to operate under conditions outlined in paragraph 1.0, during at least one 6-12 hour period; or
- 2.3 If Owner shall fail to furnish promptly to Vendor copies of operating records as provided in 2.1 above, or
- 2.4 If within twelve (12) months after start-up of the System, or twenty-four (24) months after the date of final shipment whichever occurs first, and through no fault of Vendor, the System is not completely erected and operating, or
- 2.5 If the fresh feed contains less than 80% passing 110 mm.

3.0 LIABILITY

In the event that the Owner complies with the above Statement of Conditions, but fulfillment of warranted performance is not achieved as provided under 1.1 above during the first twelve (12) month period following start-up due to the Vendor's fault, Vendor may, at his sole expense proceed with such additions to, replacements of, and corrections and adjustments in the equipment in the System as Vendor deems necessary to attain the performance warranted herein or at his option be subject to penalty.

- 3.1 The cost of the additions to, replacement of, and correction and adjustments to his equipment are at Vendor's expense. In the event that the Vendor is unable to correct the performance deficit or concedes that performance cannot be improved, Vendor shall be obligated to pay the penalty described below.

Penalty schedule shall be as follows:

3.1.1 Mill Power Draw Warranty

AG Mill - For each 0.5% of shortfall in the mill power draw, Vendor shall be liable for 0.5% up to a maximum of 3% of the AG Mill Price.

In no event shall Vendor's cumulative aggregate liability for liquidated damages for any and all reasons (including delay in delivery and performance warranty), under this purchase order exceed 5% of the affected mill price. Payment of liquidated damages by Vendor constitutes Vendor's total liability and Owner's sole remedy.

3.1.2 Mill Ore Conveyance Warranty

Vendor takes responsibility for mill ore conveyance capability and in the event of shortfall in mill ore conveyance will at its expense take all necessary corrective action to the extent set forth in the mechanical warranty.

- 3.2 Performance Test results shall be determined based on the test and measurement procedures. A variance of three percent (3%) for measurement error shall be allowed on the above warranties.
- 3.3 Vendor's liability to Owner whether in contract or in tort, or under any other legal theory, arising out of such failure to meet warranted performance shall be limited exclusively to correcting the system under the conditions aforesaid or to the liquidated damages provided above.
- 3.4 Vendor shall not in any event or under any circumstances be liable for loss of use or revenue or profits or for cost of capital or substitute use or performance, or for indirect, incidental, special or consequential damage, or for any other loss or cost of similar type or claims by Owner for damage of Owner's customers.
- 3.5 There are no warranties in addition to those expressly stated in writing and specifically designated by Vendor to be its warranty. This shall extend to all verbal representations as of this date or future dates, which shall not be construed as warranties unless expressly stated in writing and specifically, designated by Vendor to be its warranty.



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AG/Ball Mills

Attachment 9- Guideline to supplier for using Aconex



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Guidelines to Suppliers for Using Aconex

KAMI-WPO-IM-PRO-G000-00001

08-Aug-13

Minerals & Metals

2645 Skymark Avenue,
Mississauga, ON L4W 4H2
Canada

Telephone: +1 905-614-1778

Facsimile: +1 905-614-0188

www.worleyparsons.com

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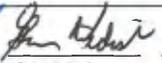
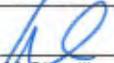
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SYNOPSIS

This document serves as a guide to Supplies for using Aconex for Supplier Data Management on the Kami Iron Ore Project. .

PROJECT: KAMI IRON ORE PROJECT

REV	DESCRIPTION	ORIG	REVIEW	WORLEY-PARSONS APPROVAL	DATE	CLIENT APPROVAL	DATE
0	Issued for Use	 T. Tran	 G. Widish	 M. Circelli	08-Aug-13	N/A	



**THE KAMI MINE LIMITED PARTNERSHIP
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APPENDIX B GETTING STARTED WITH ACONEX

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1 INTRODUCTION

The Kami Project will use Aconex to register, manage, track and report on supplier data. By using Aconex, both WorleyParsons and the Supplier will be able to manage the exchange of information required to fulfil the document requirements of the Purchase Order (PO). Expediting and progress reports are available using the Aconex Supplier Documents module dashboard and exporting reports to excel file format.

All formal correspondence between WorleyParsons and the Supplier will be through Aconex. The Aconex interface provides the ability for Suppliers to upload documents, request information or provide comments which are transmitted to WorleyParsons within Aconex.

It is a project requirement that all Suppliers' documents will be delivered in an electronic format suitable for filing and viewing within the Aconex system. Both PDF and native files are required and specific requirements or exceptions will be outlined in the SDRL.

1.1 Supplier Prerequisites

In order to interact with Aconex and effectively manage Supplier data in Aconex, the Supplier must complete the following:

1.1.1 Supplier must register their organization in Aconex

Subsequent to award of the PO, Supplier registration with Aconex is required. The registration process is managed through a web-based interface. Assistance and support is provided by Aconex Helpdesk. More information on registering an organization and creating user accounts can be found in **Appendix B Getting Started with Aconex** or clicking on the following link: [How to register your Organization on Aconex](#).

1.1.2 Supplier must complete and return Supplier Document Schedule (SDS)

The SDS shall be completed and returned to WorleyParsons no later than **10 working days** after acceptance of the Purchase Order or Contract by the Supplier. WorleyParsons will review the details of the SDS with the Supplier. Upon acceptance of the SDS, the approved SDS becomes the baseline for entering metadata in to Aconex.

WorleyParsons Document Control (DC) will process the SDS and use it to facilitate initial creation of document "Placeholder" in Aconex. As a minimum, one "Placeholder" will be created for each Supplier



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document specified. Subsequently, WorleyParsons DC will create an Aconex Supplier Documents Package (SD Package) and associate each required “Placeholder”. The SD Package will form the basis for subsequent “Submission Required” task and is transmitted to the Supplier to fulfil.

If Supplier needs to submit a document other than what is already listed on the Submission Required task list, a request for additional document numbers can be made to WorleyParsons DC. Once agreed, the additional document will be added to the Supplier Document Package and available in the Supplier’s Submission Required task list.

If the SDS form for a PO is not available it must be requested immediately from WorleyParsons DC at Kami.DocControl@WorleyParsons.com.

1.2 References

- KAMI-ALD-DC-PRO-G000-00001 Project Document Control and Information Management Policy
- KAMI-ALD-DC-PRO-G000-00037 Supplier Data Management Plan

1.3 Terms

WorleyParsons	WorleyParsons Canada Services, Mississauga, ON
Client	The Kami Mine Limited Partnership
Supplier	External entity providing information and data
Kami Project	Kami Iron Ore Project (207040-00108)
Aconex	Client’s Electronic Document Management System (EDMS)
WPDC	WorleyParsons Document Control
RE	Requisition Engineer, WorleyParsons
PO	Purchase Order
SDRL	Supplier Data Requirements List
SDS	Supplier Document Schedule
SDR Code	Supplier Document Requirement Code

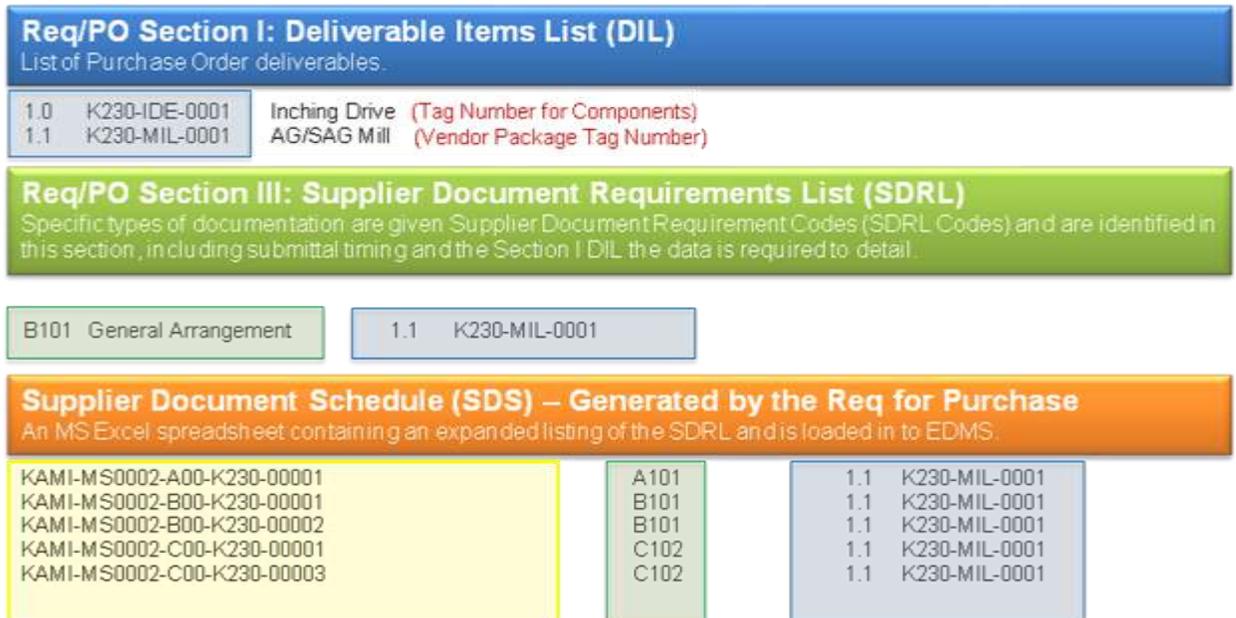


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2 SUPPLIER DOCUMENT SCHEDULE (SDS) OVERVIEW

The Supplier Document Schedule (SDS) is an Excel list of the Supplier Data Requirements List (SDRL) as per Section III of the Engineering Requisition (ER). The initial SDS is generated by WorleyParsons from SmartPlant Materials (SPM SDS) after the Purchase Order (PO) is released and is provided to the Supplier to complete. The SDS is a form that allows the Supplier to specify to WorleyParsons the exact deliverables and due dates in relation to each Supplier Document Requirements (SDR) code. The SDS is among the first data received by the project from the Supplier and aids in the preparation for receiving later data using Aconex.

The diagram below illustrates the relationship between DIL, SDRL and SDS.



2.1 SDS Metadata Fields

The following section defines the various row and column headings on the SDS form. It is essential that the Supplier completes all required columns of metadata in the SDS before submission to WorleyParsons to minimize delays. One entire row of property entries must be provided in this spread sheet for each document file and will form one record entry in Aconex. WorleyParsons may elect to add or delete properties on the SDS form and will advise the Suppliers of such changes.



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Following (Table 1) is a listing for each of the metadata that are required for each document being submitted.

TABLE 1: FIELDS FOR DOCUMENT RECORDS

Item	Field Name	Responsible to Fill	Description
1	Supplier Document Number	Suppliers	A unique document number assigned by the Suppliers consisting of only upper case letters, digits and/or dashes, and not to exceed 50 characters. No other punctuation or blanks can be used. The document number must be unique for each document to be imported (or submitted). This number must appear on the document's first page or in the document's title block.
2	Supplier Document Title	Suppliers	Supplier's planned document title as it will appear on the document. A specific title describing the content of the document in brief terms and when assigned, including the primary "tag number" of each major item as assigned by WorleyParsons and previously transmitted by the Suppliers document instruction. The title must appear on the document's first page or in the document's title block and is limited to a maximum of 170 characters.
3	SDR Code	WorleyParsons	WorleyParsons' code for the Supplier Data Requirement
4	SDR Description	WorleyParsons	WorleyParsons' description of the Supplier Data Requirement
5	Comments	Suppliers	Supplier's Comments about the document requirement (optional)
6	Initial Submission Due Code	WorleyParsons	WorleyParsons' code which allows calculation of a submittal date. See legend at end of Section III for code list.
7	Initial Submission Forecast Due Date	Suppliers	Supplier's forecasted date of submittal to WorleyParsons.
8	Final (Certified) Due Code	WorleyParsons	WorleyParsons' code which allows calculation of a final submittal date. See legend at end of Section III for code list.
9	Final (Certified) Forecast Due Date	Suppliers	Supplier's forecasted final document delivery date.
10	Applies to Items	WorleyParsons	WorleyParsons' Purchase Order item numbers addressed by the document requirement.
11	Design Critical	WorleyParsons	Indicator for documents that require expedited action by all parties



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Item	Field Name	Responsible to Fill	Description
12	WP Doc No	WorleyParsons	This number identifies each document in Aconex. WorleyParsons will assign a number to each supplier document in accordance with the project's document numbering procedure.
13	WP Sht	WorleyParsons	WorleyParsons' Sheet Number, if applicable.
14	WP Rev	WorleyParsons	WorleyParsons' Revision Number.



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3 USING ACONEX SYSTEM

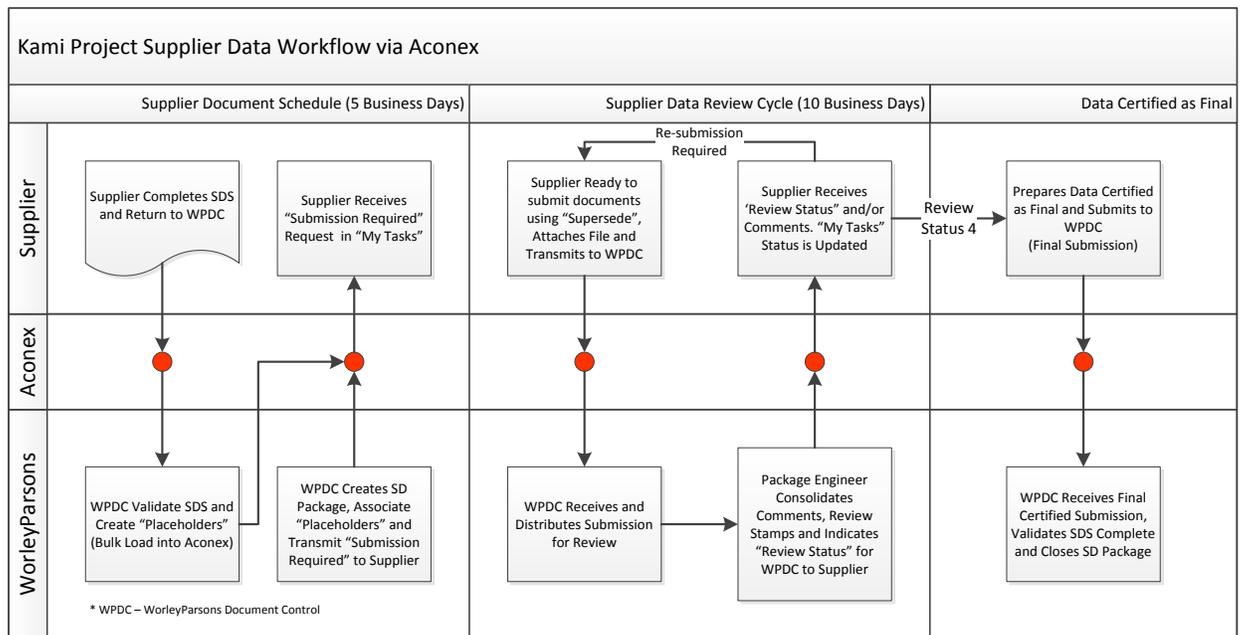
WorleyParsons is using Aconex as the Electronic Document Management System to register, transmit, manage, track and report on Suppliers' data. Suppliers will be responsible for responding, submitting documents and providing regular updates supporting any changes to the SDRL through Aconex.

3.1 Aconex Prerequisite

Each Supplier will be responsible for managing their Organization in Aconex. This includes managing Organization level configuration, creating internal user accounts and arranging training.

3.2 Supplier Data Workflow via Aconex

The diagram below illustrates the typical supplier data flow using Aconex:



The documentation requirements, document submission process and review/approval procedure for Supplier data management is detailed in KAMI-WPO-PM-PLN-G000-00037 Supplier Data Management Plan document.



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3.3 Aconex Tender Module

The Tender Module is used during the Bid Tendering phase. Bidders will be notified by WorleyParsons and invited to receive Bid Packages using Aconex.

You don't have to be an Aconex user to receive and respond to a tender invitation. Bidders will be created as a Guest User by WorleyParsons (registration on Aconex is not required at this time). The following describes the actions available to you when you receive a tender invitation and you aren't an Aconex user.

3.3.1 View the tender information.

The link in the tender notification email takes you to the tender invitation in Aconex. Save this email so you can always access the tender information. See [Open and respond to a tender invitation](#).

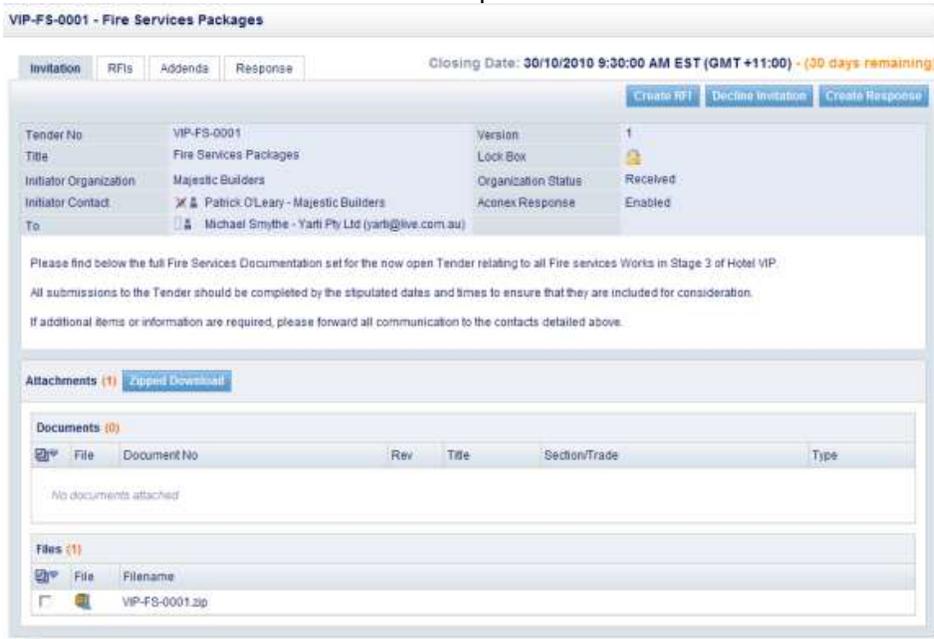
1. Open notification email from Aconex in your local email system (for example, Microsoft Outlook).
2. Click on the link to open the tender invitation.





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3. Review the details of the invitation as required.



3.3.2 Download attached documents and files.

The tender invitation will contain attachments for the supplier to reference and review. Attachments may be included individually or grouped in a compressed zip file. Note: the ability to open and view zip files is required.

1. Click the:
 - **Zipped Download** button to open or save a zip file containing all attachments.



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- **File** icon to the left of an attachment to open or save it.



2. Save the file(s) to a folder location locally.

3.3.3 Request more information about the tender

You can request more information about a tender at any time while the tender is open. See [Create a tender RFI](#).

1. Open notification email from Aconex in your local email system (for example, Microsoft Outlook).



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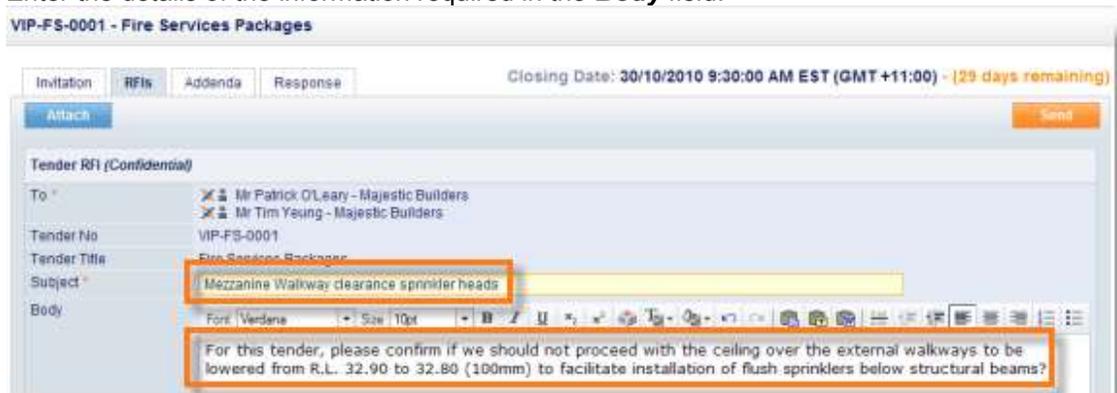
2. Click on the link to open the tender invitation.



3. Click the **Create RFI** button.



4. Enter the subject of the RFI in the **Subject** field.
5. Enter the details of the information required in the **Body** field.





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6. To attach files from your computer or local network:

a. Click the **Attach** button.



b. Click the **Browse** button, browse to the file you want to attach, and click the **Open** button.

c. To add more files, click the **Add another file** link, and repeat step b.

d. To remove attachments, click the **Trash** icon to the right of the file name.

e. Click the **Attach** button.



7. Click the **Send** button.



3.3.4 View the response to an RFI.

Open an RFI response from the tender notification, or the response notification. See [Open a response to a tender RFI](#).

Tip: If you click the link in the tender notification to open the invitation, click the **RFI** tab to view a list of RFIs, and then click on the RFI **Subject** to view the details.



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1. Open the notification email from Aconex in your local email system (for example, Microsoft Outlook).
2. Click on the link to open the Response to Tender RFI.



3. To view a previous mail in the thread, click anywhere in the thread row for the mail.





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4. To view the list of RFIs, click the **View Mail List** button.

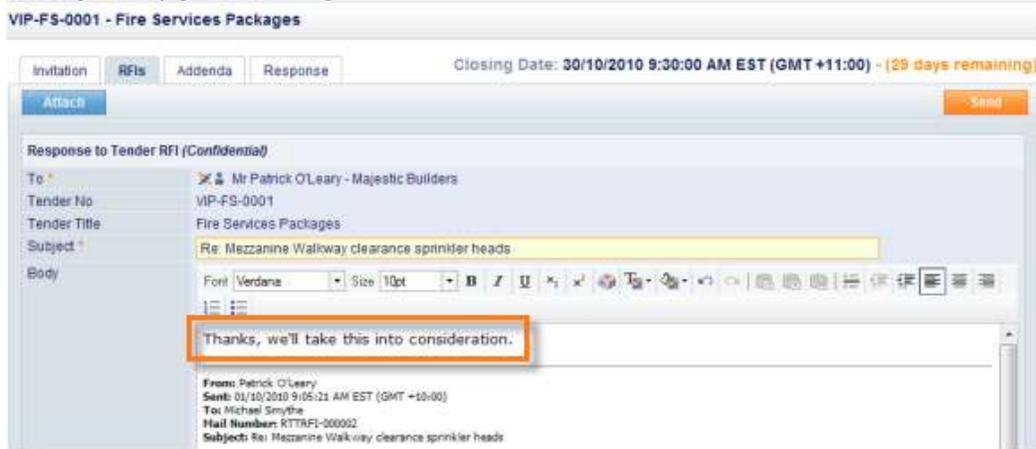


To reply to the response

1. Click the **Reply** or **Reply to All** button.



2. Enter your reply in the **Body** field.



3. To attach files from your computer or local network:

- a. Click the **Attach** button.





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- b. Click the **Browse** button, browse to the file you want to attach, and click the **Open** button.
- c. To add more files, click the **Add another file** link, and repeat step b.
- d. To remove attachments, click the **Trash** icon to the right of the file name.
- e. Click the **Attach** button.



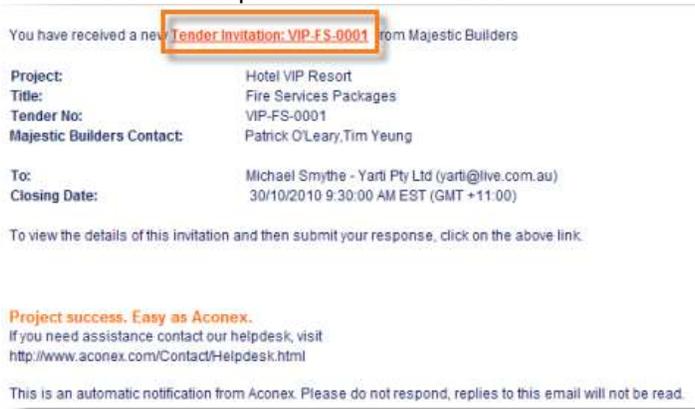
4. Click the **Send** button.



3.3.5 Decline the tender.

Decline the tender invitation on behalf of your organization, with a short comment if required. You can't change this response once you've made it. See [Decline a tender invitation](#).

1. Open notification email from Aconex in your local email system (for example, Microsoft Outlook).
2. Click on the link to open the tender invitation.



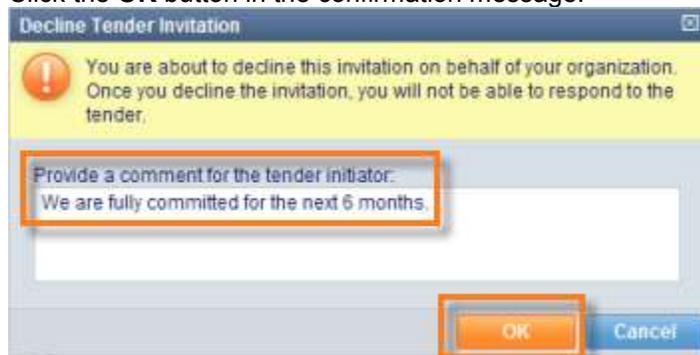


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3. Click the **Decline Invitation** button.



4. As required, enter a comment in the **Provide a comment for the tender initiator** field (maximum of 255 characters).
5. Click the **OK** button in the confirmation message.



A confirmation message will appear when the response has been sent. The confirmation shows the name of the person who declined the invitation, with the date and time that the tender invitation was declined.

3.3.6 Respond to the tender.

Create a cover letter and include files from your computer or local network to submit a response to the tender.

See [Open and respond to a tender invitation](#).

1. Open notification email from Aconex in your local email system (for example, Microsoft Outlook).



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2. Click on the link to open the tender invitation.

You have received a new **Tender Invitation: VIP-FS-0001** from Majestic Builders

Project: Hotel VIP Resort
 Title: Fire Services Packages
 Tender No: VIP-FS-0001
 Majestic Builders Contact: Patrick O'Leary, Tim Yeung

To: Michael Smythe - Yarti Pty Ltd (yarti@live.com.au)
 Closing Date: 30/10/2010 9:30:00 AM EST (GMT +11:00)

To view the details of this invitation and then submit your response, click on the above link.

Project success. Easy as Aconex.
 If you need assistance contact our helpdesk, visit
<http://www.aconex.com/Contact/Helpdesk.html>

This is an automatic notification from Aconex. Please do not respond, replies to this email will not be read.

3. Click the **Create Response** button.

0:00 PM EST (GMT +11:00) - (27 days remaining)

Create RFI Decline Invitation **Create Response**

4. Enter your response in the **Cover Letter** field.

VIP-FS-0001 - Fire Services Packages

Invitation RFIs Addenda **Response** Closing Date: 27/10/2010 12:30:00 PM EST (GMT)

Tender No: VIP-FS-0001
 Title: Fire Services Packages
 To: Patrick O'Leary - Majestic Builders
 Tim Yeung - Majestic Builders

Cover Letter *

Thank you for the opportunity of responding to your requirements.

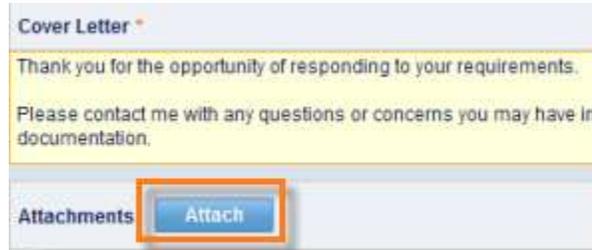
Please contact me with any questions or concerns you may have in relation to the details contained the in the documentation.



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5. To attach files to your response:

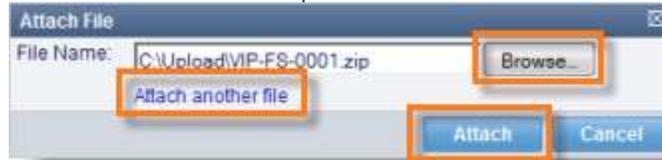
a. Click the **Attach** button.



b. Click the **Browse** button, browse to the file you want to attach, and click the **Open** button.

c. To add another file, click the **Attach another file** link and return to step b.

d. Click the **Attach** button to upload all of the selected files.



6. To remove an attachment, click the **Trash** icon to the right of the filename under the **Remove** column.



7. Click the **Send** button.



8. Click the **OK** button in the confirmation message.
A confirmation message will appear when the response has been sent.



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3.4 Aconex Supplier Document Module

The Aconex Supplier Document Module will be used to manage SDRL for each PO. The following illustrates the high level steps involved with this process:

- WorleyParsons will create “Document Placeholders” in Aconex according the SDRL and metadata requirements previously agreed upon and completed on the SDS by the Supplier.
- WorleyParsons will create Supplier Documents Package using Aconex Supplier Documents module to group and associates the document “Placeholders” provided by the SDS.
- WorleyParsons sends a transmittal to request documents from the supplier by the specified date.
- Supplier receives request via Aconex as “Submission Required” task with action to confirm the planned submission dates, update related metadata and updates package back to WorleyParsons (Note: Only metadata is updated in Aconex at this time; supplier prepared documents do not need to be uploaded at this time)
- Supplier prepares documents and uploads to Aconex by locating appropriate “Placeholder” and attaches documents as per “Submission Required” task list.
- Supplier then initiates review cycle by sending a transmittal to WorleyParsons.
- WorleyParsons receives and reviews submitted supplier documents.
- WorleyParsons returns Supplier’s documents with Review Outcome.
- When review is complete WorleyParsons will request Supplier to transmit final submission.
- Upon receiving all required documentation, WorleyParsons closes out Supplier Documents Package in Aconex.

3.4.1 Open a Submission Required Task

Open the list of requested documents for a package directly from your Submission Required Task list. See [Open a submission required task from Aconex](#)

Tips:

- You can also open the transmittal from **Unread Transmittals**.
- The number of Supplier Documents tasks that you need to action is shown in the Supplier Documents title bar.
- The number of each type of Supplier Documents tasks that you need to action is shown in the task type title bar.



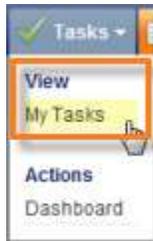
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- The number of documents requested in a **Submission Required** task is shown beside the package number.

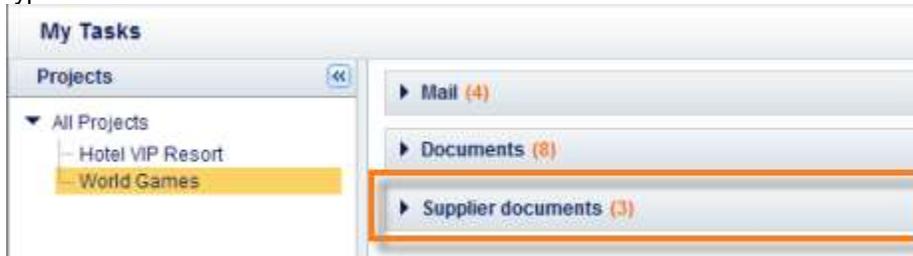
1. Choose your project from the **Project Selector** at the top of the page.



2. Click the **Tasks** button from the **Module Menu**, and then under **View** click **My Tasks**.



3. Scroll down to the **Supplier Documents** list, and if required, click the title bar to display the task type lists.



4. If required, click anywhere in the header to expand the **Submission Required** list.





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5. Click the **Package Number** link.



3.4.2 Submitting Documents to WorleyParsons

Supplier documents must be submitted electronically to WorleyParsons Document Control through Aconex.

It is important that documents related to different Packages be sent under separate submissions.

When you have created or revised a requested document, use a transmittal to submit it to the requester for review. You can submit multiple documents. See [Submit a document for review to a Supplier Documents package](#)

1. Choose your project from the **Project Selector** at the top of the page.



2. Click the **Supplier Documents** button from the **Module Menu**, and then under **Search**, click **Supplier Documents**.



3. Enter search criteria as required.



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4. Click the **Search** button.

Search - Supplier Documents

Document No: [] Title: []

Type: [- Select -] Discipline: [- Select -]

Status: [- Select -] Revision: []

Contract: [] Review Status: [Pending]

Package Number: [] Submission Status: [Submission Required]

Date Range: [- Select -]

Super Search: [] Search Tips

Show Submission History [] Group By: Package [] Sort by: Due Out [] Show: 25 [] per page [] Configure Columns [] Clear [] **Search** []

5. Click the **View Documents** icon for the document.

Export to Excel [] Delegate []

1 - 1 of 1 result (0 selected)

File	Document No	Title	Revision	Actions	Submission Status	Review Status
<input type="checkbox"/>	Package Number: Chapter 06	Description: Electrical Systems				
<input type="checkbox"/>	C-06-04	Electrical system specifications	C	View Documents []	Submission Required	Pending

6. If required, you can supersede the documents you want to submit from this page. See [Updating a single document](#).
7. Select the checkbox for each document you want to submit for review.
8. Add any notes for the requestor in the **Comments Out** field for each selected document.

Supplier Documents - Submission Required

Package Number: Chapter 06

Description: Electrical Systems

Supplied by: Excite Electrical

Required by: Majestic Project & Construction Management Limited

Submission Required (1)

Delegate []

1.1 of 1 document for review (1 selected)

File	Document No	Revision	Actions	Comments In	Comments Out	Markups	Date Due
<input checked="" type="checkbox"/>	C-06-04	C			Review comments incorporated.		29/09/2010



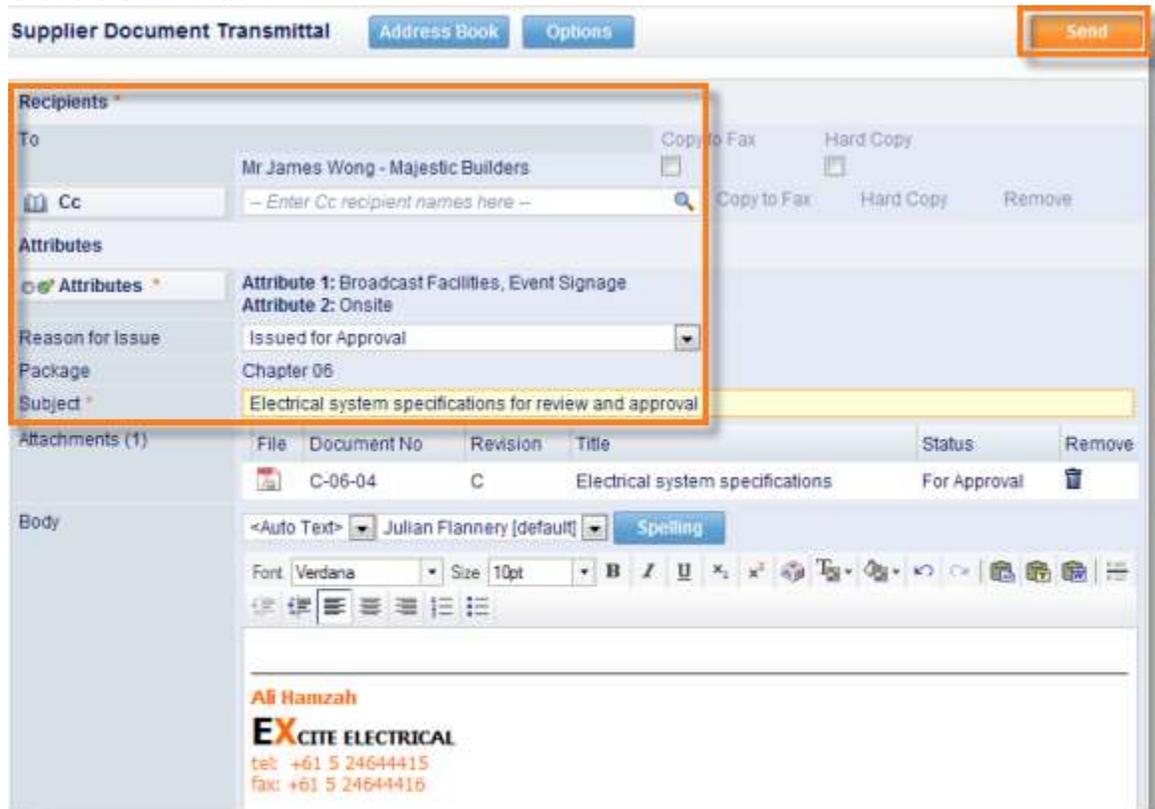
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9. Click the **Create Transmittal** button.



10. Complete the transmittal details as required.

11. Click the **Send** button.





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Appendix A Supplier Document Submittal (SDS) Form (Sample)



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Appendix B Getting Started With Aconex



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In order to access the project on Aconex, you will need an internet connection and browser, along with an Aconex user account.

1. System Requirements

Aconex does not require you to install any licensed software to use the system.

2. Internet Access and Browser

Aconex recommends using the latest version of Internet Explorer or Mozilla Firefox as your browser. The latest browsers are available to download for free from www.microsoft.com/ie or www.mozilla.com.

3. Java

Aconex recommends installing the latest Java application. It is free to download from <http://www.java.com/en/>

4. Accessing Aconex

There are a few basic steps to access the project on Aconex. If you don't have a user account, please contact your Organization Administrator and they will create one for you. You can then be invited to the project. Please contact the **Aconex helpdesk** if you do not know who your Organization Administrator is. **Important note for Kami Project participants:** when logging in, or registering for the first time, the project location in Aconex is Europe

5. Support

- ❖ If you have any questions or comments concerning Alderon Iron Ore Corp procedures you should contact the nominated Document Control Manger indicated in section 6.4.
- ❖ If you have any questions regarding document security (i.e.: Password ID, Password, etc.) in Aconex, you should contact the Aconex administrator in your organization.
- ❖ If you are having technical difficulties with the ACONEX site you should contact the ACONEX Helpdesk
- ❖ A list of global helpdesk numbers and office locations can be found at www.aconex.com. The Aconex helpdesk provides 24/7 helpdesk support for all members globally, **1-888-5-ACONEX (226 639)** or via help-america@aconex.com.

6. Training

Visit [Aconex Support Central](#) for FAQs, training videos, good practice guides, and our community forums.

Online self-training is also available. Visit the [Aconex Getting Started Training](#)



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Appendix C Quick Sheet - Instructions on using Aconex for Tenders



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QUICK SHEET: INSTRUCTIONS ON USING ACONEX FOR TENDERS

1. Overview

WorleyParsons uses an Electronic Document Management System called Aconex to register, transmit, manage, track and report on documents exchanged with Suppliers. Suppliers will receive tender packages, respond to tender packages, request information or clarifications and submit tender submission documents using Aconex.

This document refers to the term "Suppliers" to mean either Suppliers or Contractors.

2. Accessing Aconex

Internet access	<ul style="list-style-type: none"> Suppliers are required to have an internet connection in order to access Aconex.
Guest User	<ul style="list-style-type: none"> WorleyParsons will create Guest User accounts for each Supplier. WorleyParsons will send email notification to Guest Users. Guest Users have limited access to Aconex and do not require a Login or Password. For more information click on the following link: http://help.aconex.com/support/tender-invitation-overview-guests

3. Tendering

Receiving Tender Invitation	<ul style="list-style-type: none"> Suppliers will receive email notification with a link to access WorleyParsons' tender package in Aconex via a Guest User account. Suppliers must click on the link to view or download documents provide as part of the tender package. Important: Suppliers must safeguard and not forward this email to external parties not previously approved by WorleyParsons. Suppliers must <u>not</u> delete or lose the email link as this is the only way to access the tender package in Aconex.
Acknowledgement Form	<ul style="list-style-type: none"> Suppliers who intend to bid must acknowledge acceptance by returning the tender Acknowledgement Form to WorleyParsons using "Create RFI" and attach the form.
Declining a Tender Invitation	<ul style="list-style-type: none"> Suppliers who do not intend to bid must return the tender Acknowledgement Form to WorleyParsons using "Create RFI" and attach the form. The next step is to then click on "Decline Invitation" button in Aconex.
Requesting Clarifications or Information	<ul style="list-style-type: none"> Suppliers must use "Create RFI" in Aconex to request clarifications. WorleyParsons will respond to this request and if required submit an addenda to the tender package.
Addenda	<ul style="list-style-type: none"> WorleyParsons will issue all addenda using Aconex. Suppliers will receive email notification with a link to the addenda in Aconex.
Bid Submission	<ul style="list-style-type: none"> Suppliers must compile their submission requirements and submit their response to the tender package electronically using "Create Response" in Aconex. Submissions must be compressed into a single ZIP file with a filename that includes the Supplier's company name and WorleyParsons' tender package number and must be uploaded to Aconex prior to tender closing date.
Tender Invitation Closing	<ul style="list-style-type: none"> Tender invitations will be closed on the specified closing date. Submissions will <u>not</u> be accepted after tender closing date.

4. Getting Help

- To get online assistance users can visit Aconex Support Central at the following link:
<http://help.aconex.com/support/ari2/incominn/268585062/lnr/home>
- For any technical issues with Aconex system please call Aconex helpdesk at: 1-888-5-ACONEX

Purchase Order Revision

Client Name: The Kami Mine Limited Partnership
Project Name: Kami Iron Ore Project
Jobsite Location: Wabush, NL, Canada
Project Number: 207040-00108

Purchase Order No: KAMI-WPO-POD-MS0002
Revision Date: 12-FEB-2014
Revision: 1

To: Metso Minerals Canada Inc. 795 George V Lachine, Quebec, H8S 2R9 CANADA Supplier Code: MINMET04 Attention: Frank Cacchione Telephone: 514-239-9889 Fax: 514-485-4210 Email: frank.cacchione@metso.com	From: WorleyParsons Canada Services Ltd. Suite W200, Bally Rou Place 370 Torbay Road St. John's, Newfoundland and Labrador, A1A 3W8 CANADA Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0 Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 1 Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0 Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 1 Attention: Maryam Shahr Aeini Telephone: +1 905-816-7115 Fax: +1 905 816 2319 Email: maryam.shahraeini@worleyparsons.com
--	---

Tax Status: See PO Notes	Previous Total Amount: 17,357,760.00
Payment Terms:	Increase / Decrease: 966,750.00
Freight/Delivery Terms: See Notes	New Total Amount: 18,324,510.00
Point of Origin: Various	Amounts In: USD
Expediting Level:	
Inspection Level: Full Surveillance	

Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS

Please furnish Deliverable Items of this Purchase Order in accordance with the Instructions in Commercial Notes (Attached to this Purchase Order) and the Terms and Conditions. Please include the Purchase Order number on all Correspondence.

- Revised Attachments:
 0 - Commercial Notes
 1- Deliverable Items List
 2- Material Requisition and Attachments
 3- Supplier Data Requirements Form

Signed for on behalf of The Kami Mine Limited Partnership.

Printed Name: _____
 Title: _____
 Metso Minerals Canada Inc.
 Date: _____

[Signature]
 Printed Name: GULSHAN SAINI HAROLD HICKLING 13-2-14
 Title: SR. PROC. MANAGER PROJECT DIRECTOR
 WorleyParsons Canada Services Ltd.

Formal Acceptance of this Purchase Order is required upon receipt of the Purchase Order. Please sign and date the Cover Sheet and return it to the Buyer within 2 business days.



ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
The Kami Mine Limited Partnership
207040-00018

- 1 **Pricing Agreement:**
All pricing is firm through shipment and not subject to escalation of any kind.

- 2 **Payment Terms:**
All payment terms are net 60 days from receipt by WorleyParsons Canada Services Ltd., of valid invoice with full supporting documentation except the 10% down payment as detailed in Sec 7.

- 3 **Goods and Service Newfoundland and Labrador Harmonized Sales Tax:**
Harmonized Sales Tax at 13% applies to the landed cost of all purchases which enter or originate within Canada. If Supplier is licensed to collect HST, supplier shall indicate their license number on all invoices and show HST as a separate item.

- 5 **Terms of Sale:**
 1. Terms of Sales:
FCA Points of Manufacture, Various for North American Suppliers per INCOTERMS 2010
 FAS Port of Export for Non north American Locations per INCOTERMS 2010
 2. Freight Terms: Transportation arranged by and to Purchaser's Account
 3. If licensed to do so, Suppliers will invoice for HST. If not licensed to collect Newfoundland and Labrador HST, Kami will self-assess the required HST and remit directly to Newfoundland and Labrador Finance.

- 6 **Invoicing Instructions:**
Two (2) copies of all invoices shall be submitted to:
Kami Mine Limited Partnership
c/o WorleyParsons Canada Services Ltd.
2645 Skymark Avenue
Mississauga, ON L4W 4H2
Canada

Attention: Accounts Payable

Invoice breakdown has to be in accordance to Deliverable Items List line items.

- 7 **Progress Billing:**

The following Progress Billing Schedule applies to this purchase order and Supplier shall bill Purchaser accordingly.

10% Upon acceptance of Purchase Order and upon receipt of Letter of Credit (LOC) from Metso (0 weeks); the payment term of Net 60 days does not apply.
This LOC will be valid until completion of shipment and will be replaced with the 10% LOC for the duration of the warranty.
10% Upon submittal of the General Arrangement drawings for approval (6 - 8 weeks).
10% Upon receipt of first gear castings at point of manufacture (12 - 16 weeks).
15% Upon receipt of shell plates at point of manufacture (16 - 20 weeks).
15% Upon receipt of first rough head castings at point of manufacture (24 - 30 weeks).
15% Upon final machining of gears (36 - 39 weeks).
20% Upon notification of readiness to ship (Partial shipments are allowed) (Starting in 48 weeks).

ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
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 5% Upon submissions of final shipment documents and submittal of 10% Letter of Credit (LOC) for the duration of the warranty.

8 Cancellation Charges:

In the event of cancellation, charges payable to Metso will be auditable and negotiated on an actual cost incurred basis, as follows:

Calendar Months after placement	Cancellation Charges
0-2 months	15%
2-3 months	20%
3-4 months	35%
4-5 months	45%
5-6 months	55%
6-7 months	65%
7-8 months	75%
8-9 months	85%
9-10 months	90%
+10 months	100%

9 Document Submittal:

WorleyParsons is using a system called “Aconex” to exchange electronic documents with clients, suppliers, and associates. Aconex will provide secure transfer of confidential documents and can handle large files. Refer to the attached Guidelines for full instructions on uploading and downloading required specified data listed on the Supplier Data Requirement Form (SDRF) attached to this Purchase Order.

10 Tagging and/or Marking Instructions:

Purchase Order items herein, which indicate specific tagging instructions, must be tagged showing Tag Number, and Equipment Description and/or Function. The required tags must be of stainless steel and shall be permanently affixed to the item(s). If it is impractical to permanently affix tags as above, then these tags must be permanently wired to a non-disposable part of the item. In this case, stainless steel wire must be used to secure the tag to the item.

11 Preparation for Shipment:

Preparation for shipment shall be per Supplier standard “T-124 - Metso Export Shipping Standards (Revision July 22, 2005)”.

12 Supplier’s Promised Shipments:

All Engineering drawings and Final documentation shall be submitted by SUPPLIER in accordance with the schedule identified in Section III, Supplier Data Requirements Form.

SUPPLIER shall provide PRODUCTS (final components) on the agreed **delivery date of 56 weeks after receipt of a full release purchase order, (September 12, 2014)** in accordance with the freight terms detailed in Section 5, and Shipping and Marking Guideline. Prior to shipment SUPPLIER shall contact BUYER’S Expediter for complete shipping instructions.



ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
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207040-00018



- 13 **Origin of Shipment(s):**
Shell and Head for AG Mill: Canada / Spain
Shell and Head for Ball Mill: Canada
Various for different components

- 14 **Shipping Documents:**
The following documentation is required for all shipments.

a) Packing List

For all goods imported into Canada, the following documentation is required and the SUPPLIER shall ensure completion of required import documents for Canada Customs purposes.

b) Bill of Lading – SUPPLIER shall issue a bill of lading that complies with the applicable governing act of the jurisdiction of origin of shipment. If and as directed, on the shipping release from the BUYER, prior to shipment, SUPPLIER shall complete the declared value section of the bill of lading.

c) Canada Customs Invoice

d) Commercial Invoice – may be substituted for the Canada Customs Invoice, if available.

e) Certificate of Origin – duly certified by a Regional Board of Trade Office.
- or -

f) NAFTA Certificate of Origin, for qualified US & Mexico goods.

GOODS within North America which is destined for export or import within the North America Free Trade Agreement (NAFTA) context, is entitled to duty-free or “free-trade area” treatment:

- (i) Supplier guarantees that the Work will qualify for duty-free or “free-trade area” treatment;
- (ii) Supplier is required to comply with the rules of origin and the other applicable regulations of the NAFTA in order to obtain this entitlement;
- (iii) Supplier is responsible for the completion of the form “Exporter’s Certificate of Origin”; and
- (iv) Supplier is responsible for the delivery of this Certificate of Origin with the GOODS.



ATTACHMENT 0 – COMMERCIAL NOTES
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15 **Packing List:**

Ten (10) days prior to the shipping date SUPPLIER shall furnish the BUYER'S Expediter with a provisional typed packing list which must include the following information:

- The Purchase Order Number
- BUYER'S line item number which corresponds to each item shipped
- The SUPPLIER Identification
- Anticipated Shipping Date
- Quantity
- Description
- SUPPLIER'S Reference tag number (where applicable)
- SUPPLIER'S Reference part number and serial number if applicable
- Estimated gross weight (kg) of each shipping item (crate, skid, etc.)
- Length, width and height (cm) of each shipping item (crate, skid, etc.)
- Any special storage requirements for any and all material being shipped, ie indoor storage required, segregate per WHMIS regulations, etc. If special storage instructions are omitted from the packing list(s), any damage to the material due to improper storage shall be for the account of the SUPPLIER.

SUPPLIER may establish this packing list on its own form provided that this form is inclusive of all the information requested.

16 **Manuals and Final Certified Drawings:**

Last and final payments shall not be made until all copies of the manuals are made available for review by package's Engineer & Expeditior, and final certified prints, as stipulated in the Purchase Order, have been delivered to the BUYER'S Expeditior.

The required number of copies of the final manuals and final certified prints shall be delivered "free domicile", to The Kami Mine Limited Partnership (OWNER), c/o WorleyParsons Canada Services Ltd.(Agent), 2645 Skymark Avenue, Mississauga, ON L4W 4H2, Attention: Document Control.

The final documentation will be established as per the attached Supplier Data Requirements Form.

Final Data Requirements to be submitted no later than thirty (30) days after the availability of the Products.

ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
The Kami Mine Limited Partnership
207040-00018

17 **Communications:**

To BUYER:

All inquiries regarding commercial issues shall be directed to Buyer;

All inquiries regarding shipments/delivery and technical issues shall be directed to Expeditor and copied to Buyer.

Package Buyer: Maryam Shahr Aeini

Email: Maryam.shahraeini@worleyparsons.com

△ Package Expeditor: Chris Rossos

Email: Chris.rossos@worleyparsons.com

To SUPPLIER:

All inquiries shall be clearly marked with the Purchase Order No., Supplier's Work Order No. and shall be directed to:

Metso Minerals Canada Inc.

△ Contact Name: Tracey Lawruk

Anthony Maselli, Eng., PMP - Contract Manager

Telephone: (514) 485-4188

Email: Anthony.Maselli@metso.com

Supplier's Work Order No.: TBA

Purchase Order No: KAMI-WPO-PO-MS0002

18 **Change Orders:**

Any kind of change in the Purchase Order value or scope shall be authorized by Purchaser in writing.

19 **Interpretation:**

- a. Requests for interpretation made by SUPPLIER as to the meaning of this Purchase Order and related documents must be directed to the Buyer.
- b. Each request for interpretation must be submitted in writing or electronically to the Buyer.

20 **Purchase Order Provisions:**

Metso will issue two revised Letters of Credits shortly after PO award which have to be mutually agreed.

Purchase Order Revision

Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
 Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
 Client Contract No.:

Purchase Order No: KAMI-WPO-POD-MS0002
 Revision: 1
 Revision Date: 12-FEB-2014

Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0
 Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 1
 Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0
 Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 1

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
1.1	0	1	0	1	EA	K230-MIL-0001	<p>Dual Pinion Autogenous Grinding Mill including: -Shell, heads and detachable trunnions with liners, trunnion bearings, and required baseplates; () Rev. 1-Feed chute arrangement including metal-lined rock box, trolley with both front-back and lateral movement capability, 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 (See Note 1.6 below); -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; (*) Rev. 1-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.</p> <p>Notes: Price Breakdown: AG Mill as per Datasheet KAMI-WPO-MC-DAS-K230-00001: \$9,487,000.00 USD Hydraulic Inching Drive: \$484,000.00 USD Mill Jacking System: \$240,000.00 USD Auxiliary Lubrication System : \$38,000.00 USD Start up & Commissioning Spares: \$8,000.00 USD Discount of 5.5%: \$564,135.00 USD</p> <p>** Added scope (PO Rev1): - Lateral movement for Feed Chute: \$63,750.00 - Brunel JSE3-0159 TLC & Coupling Gaurds - Qty: 2 - \$463,000.00</p>	10,783,750.00	10,783,750.00	USD	12-Sep-2014	LAB WEST

Purchase Order Revision

Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
 Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
 Client Contract No.:

Purchase Order No: KAMI-WPO-POD-MS0002
 Revision: 1
 Revision Date: 12-FEB-2014

Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0
 Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 1
 Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0
 Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 1

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
							<p>Account Code: 207040-00108~35.K2-30.M.00~G060303~9111</p> <p>Shipping FCA Points of Manufacture, Various per INCOTERM 2010 for equipment manufactured in North America FAS Port of Export, Various per INCOTERM 2010 for equipment manufactured outside of North America.</p>					
2.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0002-001	Design and engineering, including approval of drawings / data, and all required logic and functional description to allow for programming in the plant PCS.	0.00	0.00	USD	12-Sep-2014	HOMEOFFICE
3.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0002-002	<p>Services of Supplier's representative for supervision of field erection, start-up and commissioning (based on per diem rate).</p> <p>Notes: Field supervision for field erections and field commissioning - 60 days estimated by Metso Cost: \$2,200.00 USD / Day</p>	0.00	0.00	USD	15-Apr-2015	HOMEOFFICE
4.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0002-003	<p>Necessary training for personnel in both operations and maintenance (based on per diem rate).</p> <p>Notes: Site training for operator and maintenance personnel - 2.5 days Estimated by Metso Cost: \$2,120.00 USD/Day</p>	0.00	0.00	USD	01-Nov-2015	HOMEOFFICE
5.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0002-004	<p>Performance guarantee testing (based on per diem rate).</p> <p>Notes: Process commissioning services - 5 days estimated by Metso Cost: \$2,915.00 USD/Day</p>	0.00	0.00	USD	15-Dec-2015	HOMEOFFICE
6.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0002-005	<p>Supplier data submissions per Section III of this requisition.</p> <p>Notes: Drawing and document submission must be according to the SDR attached to the REQ for Purchase. The date of 10-Sep-2013 is for the earliest submission (Initial submission of GAD).</p>	0.00	0.00	USD	10-Sep-2013	HOMEOFFICE

Purchase Order Revision

Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
 Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
 Client Contract No.:

Purchase Order No: KAMI-WPO-POD-MS0002
 Revision: 1
 Revision Date: 12-FEB-2014

Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0
 Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 1
 Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0
 Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 1

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
7.1	0	1	0	1	EA	K250-MIL-0001	<p>Dual Pinion Re grind Ball Mill including:</p> <ul style="list-style-type: none"> -Shell, heads with detachable trunnions, trunnion bearings, and required baseplates; -Feed end equipment including, trolley mounted and lined feed spout, and winch for trolley 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 (see Note 1.6 below); -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 break, interconnecting hoses, instrumentations, power and control devices, wiring, motor starter, and local control panel; (Rev. 1-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 measurment/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. <p>Notes:</p> <p>Price Breakdown: Ball Mill as per Datasheet KAMI-WPO-MC-DAS-K250-00003: \$7,475,000.00 USD Hydraulic Inching Drive including braking system: \$452,000.00 USD Mill Jacking System(Cradles ONLY): \$142,000.00 USD Auxiliary Lubrication System : \$38,000.00 USD Start up & Commissioning Spares: \$4,000.00 USD Discount of 5.5%: \$446,105.00 USD</p> <p>** Added scope (PO Rev1): - Brunel JSE3-0145 TLC & Coupling Gaurds - Qty: 2 - \$440,000.00</p> <p>Account Code: 207040-00108~35.K2-50.M.00~G060303~9111</p>	8,551,000.00	8,551,000.00	USD	12-Sep-2014	LAB WEST

Purchase Order Revision

Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
 Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
 Client Contract No.:

Purchase Order No: KAMI-WPO-POD-MS0002
 Revision: 1
 Revision Date: 12-FEB-2014

Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0
 Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 1
 Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0
 Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 1

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
							Shipping FCA Points of Manufacture, Various per INCOTERM 2010 for equipment manufactured in North America FAS Port of Export, Various per INCOTERM 2010 for equipment manufactured outside of North America.					
8.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0003-001	Design and Engineering, including approval of drawings / data, and all required logic and functional description to allow for programing in the Platin PCS.	0.00	0.00	USD	12-Sep-2014	HOMEOFFICE
9.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0003-002	Services of Supplier's representative for supervision of field erection, start-up and commissioning (based on per diem rate). Notes: Field supervision for field erections and field commissioning - 60 days estimated by Metso Cost: \$2,200.00 USD / Day	0.00	0.00	USD	15-Apr-2015	HOMEOFFICE
10.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0003-003	Necessary training for personnel in both operations and maintenance (based on per diem rate). Notes: Site training for operator and maintenance personnel- 2.5 days Estimated by Metso Cost: \$2,120.00 USD/Day	0.00	0.00	USD	01-Nov-2015	HOMEOFFICE
11.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0003-004	Performance guarantee testing (based on per diem rate). Notes: Process commissioning services - 5 days estimated by Metso Cost: \$2,915.00 USD/Day	0.00	0.00	USD	15-Dec-2015	HOMEOFFICE
12.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0003-005	Supplier data submissions per Section III of this requisition. Notes: Drawing and document submission must be according to the SDR attached to the REQ for Purchase. The date of 10-Sep-2013 is for the earliest submission (Initial submission of GAD).	0.00	0.00	USD	10-Sep-2013	HOMEOFFICE

Other Costs

Item	Supp	Description	Value	Unit
DISCOUNT	0	5.5% Bundling Discount	-564,135.00	USD
DISCOUNT	0	5.5% Bundling Discount	-446,105.00	USD

Purchase Order Revision

Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
Client Contract No.:

Purchase Order No: KAMI-WPO-POD-MS0002
Revision: 1
Revision Date: 12-FEB-2014

Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 0
Req No.: KAMI-WPO-REQ-MS0002 Req Rev.: 1
Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0
Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 1

Previous Total Amoun: 17,357,760.00 USD
Change this Rev: 966,750.00 USD
New Total Amount: 18,324,510.00 USD

Progress Payment Schedule

Progress Payment Event	Payment %
10% Upon PO & and upon receipt of LOC from Metso	10
10% Upon submittal of GAD for approval	10
10% Upon receipt of first gear castings	10
15% Upon receipt of shell plates	15
15% Upon receipt of first rough head castings	15
15% Upon final machining of gears	15
20% Upon notification of readiness to ship	20
5% Upon final shipment and submittal of 10% LOC by Metso	5



REQUISITION FOR PURCHASE
REVISION
SECTION I - DELIVERABLE ITEMS LIST

Customer Name:	The Kami Mine Limited Partnership	Approved By:	Requisition No:	KAMI-WPO-REQ-MS0002
Project Title:	Kami Iron Ore Project	Approved Date:	Revision:	1
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:	Revision Date:	22-JAN-2014
Project No:	207040-00108		Requisition Title:	AUTOGENOUS GRINDING MILL

Item No	Commodity / Tag	Description	Prev Qty	Rev Qty	Total Qty	Unit	Delivery Designation
1.1	K230-MIL-0001	Dual Pinion Autogenous Grinding Mill including: -Shell, heads and detachable trunnions with liners, trunnion bearings, and required baseplates; (*) Rev. 1-Feed chute arrangement including metal-lined rock box, trolley with both front-back and lateral movement capability, 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 (See Note 1.6 below); -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; (*) Rev. 1-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.	1		1	EA	PORT OF EX
2.1	KAMI-WPO-REQ-MS0002-001	Design and engineering, including approval of drawings / data, and all required logic and functional description to allow for programming in the plant PCS.	1		1	SET	HOMEOFFICE
3.1	KAMI-WPO-REQ-MS0002-002	Services of Supplier's representative for supervision of field erection, start-up and commissioning (based on per diem rate).	1		1	SET	JOBSITE
4.1	KAMI-WPO-REQ-MS0002-003	Necessary training for personnel in both operations and maintenance (based on per diem rate).	1		1	SET	JOBSITE
5.1	KAMI-WPO-REQ-MS0002-004	Performance guarantee testing (based on per diem rate).	1		1	SET	JOBSITE
6.1	KAMI-WPO-REQ-MS0002-005	Supplier data submissions per Section III of this requisition.	1		1	SET	HOMEOFFICE

Notes:	
1.1a	Asbestos, whether combined with other materials or in free form, shall NOT be used in any installation, supplied equipment or packaging thereof. If asbestos is found to exist in an installation, supplied equipment or packaging, the installation, equipment or packaging will be rejected and the supplier shall be responsible for the removal and cleanup of all asbestos materials and all associated cleanup costs.
1.1b	Hazardous Substances - the presence or use of any hazardous substances (substances which have the potential to cause harm to the health of people through their use of the installation or supplied equipment) must be declared by the Supplier at Quotation and confirmed after Award of Purchase Order.
1.1c	Errors and Omissions - the Supplier shall advise the Purchaser in writing of any errors, omissions, inconsistencies, ambiguities or discrepancies identified in documentation provided by the Purchaser or the Customer.
1.1d	Items preceded with an asterisk (*) are new or have been revised.
1.2	Design and Engineering cost to include approval of drawings and technical data up to "approved for construction" stage.
1.3	Battery Limits:



REQUISITION FOR PURCHASE
REVISION
SECTION I - DELIVERABLE ITEMS LIST

Customer Name: The Kami Mine Limited Partnership Project Title: Kami Iron Ore Project Jobsite Location: Wabush, NL, Canada Project No: 207040-00108	Approved By: Approved Date: Released To Procurement:	Requisition No: KAMI-WPO-REQ-MS0002 Revision: 1 Revision Date: 22-JAN-2014 Requisition Title: AUTOGENOUS GRINDING MILL
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	<ul style="list-style-type: none"> -The face of flange on inlet side of Mill feed chute; -Underside of feed equipment trolley wheels; -The Mill discharge trunnion liner outlet flange; -Underside of trunnion and pinnion bearings base plates, but including anchor bolts; (* Rev. 1-Mill pinion shaft to Mill motor shaft Torque Limiting Couplings; -Underside of hydraulic inching drive assembly support; -Instrumentation and control panel terminals; -Terminal flanges or fittings of cooling water, plant air, instrument air and for fill up of lubricant reservoirs.
1.4	The following work is excluded from Supplier's scope of work and will be supplied by the Purchaser: <ul style="list-style-type: none"> -Freight to site, receiving, unloading, and storage of material at site; -Field erection labour; -Piping external to and not forming an integral part of equipment and auxiliary systems; -Electrical, Instrument and Control wiring and conduit external to the equipment; -Mill foundation design and installation; -Shims and grout supply and installation; (* Rev. 1 -Main Mill VFDs and Motors; -Lubricants and hydraulic fluids; -Shell and heads liners, including liner bolts; -Field installation of Mill liners including liner backing; -Discharge grates and pulp lifters; -Discharge chutes and launders; -Rails for retractable feed chute carriage; -Liner handling machine, including bolt breaker, hoist, etc.; -Equipment access platforms, walkways, hand railing, ladders and stairways, and -Mill PLC, MCC, and Plant Distributed Control System programming.
1.5	Special Assembly and Packing for Shipment: <ul style="list-style-type: none"> -All equipment critical dimensions and fits shall be checked and tested by the Supplier; -Equipment shall be shipped preassembled as per technical drawings, where practical; -Shipping FCA Points of Manufacture, Various per INCOTERM 2010 for equipment manufactured in North America. FCA Port of Export, Various per INCOTERM 2010 for equipment manufactured outside of North America. - See specification/guideline for packing, marking and shipping requirements in addition to this requisition.
1.6	Mill jacking system hydraulics will be shared with Re grind Ball Mill.

REQUISITION FOR PURCHASE

REVISION

SECTION II - TECHNICAL DOCUMENTS AND ATTACHMENTS

Customer Name:	The Kami Mine Limited Partnership	Approved By:		Requisition No:	KAMI-WPO-REQ-MS0002
Project Title:	Kami Iron Ore Project	Approved Date:		Revision:	1
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:		Revision Date:	22-JAN-2014
Project No:	207040-00108			Requisition Title:	AUTOGENOUS GRINDING MILL

Document / Attachment No.	Document / Attachment Title	Document Rev	Applies to Item(s)
KAMI-ALD-DC-PRO-G000-00001	Kami Project - Project Document Control and Information Management Policy	2	
KAMI-WPO-AT-SPC-G000-00002	Instrumentation and Control Specification for Packaged Equipment	0	
KAMI-WPO-EL-SPC-G000-00001	Specification for Electrical Equipment in Mechanical Packages	0	
KAMI-WPO-EL-SPC-G000-00007	Specification for Electrical Motors	0	
KAMI-WPO-GS-SPC-G000-00001	Equipment Identification and Tagging Specification	0	
KAMI-WPO-GS-SPC-G000-00002	Specification for Painting and Protective Coatings	0	
KAMI-WPO-GS-SPC-G000-00003	Specification for Quality Requirements	0	
KAMI-WPO-GS-SPC-G000-00004	Supplier Document Code Definitions	0	
KAMI-WPO-GS-SPC-G000-00005	Specification for Installation, Operating and Maintenance Manuals	0	
KAMI-WPO-GS-SPC-G000-00006	Specification for Spare Parts	0	
KAMI-WPO-GS-SPC-G000-00007	Specification for Project Site Conditions	0	
KAMI-WPO-MC-DAS-K230-00001	Data Sheet for AG Mill	0	
KAMI-WPO-MC-SPC-G000-00001	General Mechanical Specification for Equipment Packages	0	
KAMI-WPO-MC-SPC-K230-00001	Technical Specification for AG Mill	0	
KAMI-WPO-ST-SPC-G000-00001	Specification for Structural and Miscellaneous Steel Fabrication and Erection	0	

Notes:

2.1a Items preceded with an asterisk (*) are new or have been revised.

2.2 For the the list of accepted exceptions to Technical Documents and Attachments, see Section 13 of Technical Specification for AG Mill, KAMI-WPO-MC-SPC-K230-0001.



REQUISITION FOR PURCHASE
REVISION
SECTION I - DELIVERABLE ITEMS LIST

Customer Name:	The Kami Mine Limited Partnership	Approved By:	Requisition No:	KAMI-WPO-REQ-MS0003
Project Title:	Kami Iron Ore Project	Approved Date:	Revision:	1
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:	Revision Date:	22-JAN-2014
Project No:	207040-00108		Requisition Title:	REGRIND BALL MILL

Item No	Commodity / Tag	Description	Prev Qty	Rev Qty	Total Qty	Unit	Delivery Designation
1.1	K250-MIL-0001	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 trolley 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 (see Note 1.6 below); -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 brake, interconnecting hoses, instrumentations, power and control devices, wiring, motor starter, and local control panel; (* Rev. 1-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 measurment/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.	1		1	EA	PORT OF EX
2.1	KAMI-WPO-REQ-MS0003-001	Design and Enginnering, including approval of drawings / data, and all required logic and functional description to allow for programing in the Platn PCS.	1		1	SET	HOMEOFFICE
3.1	KAMI-WPO-REQ-MS0003-002	Services of Supplier's representative for supervision of field erection, start-up and commissioning (based on per diem rate).	1		1	SET	JOBSITE
4.1	KAMI-WPO-REQ-MS0003-003	Necessary training for personnel in both operations and maintenance (based on per diem rate).	1		1	SET	JOBSITE
5.1	KAMI-WPO-REQ-MS0003-004	Performance guarantee testing (based on per diem rate).	1		1	SET	JOBSITE
6.1	KAMI-WPO-REQ-MS0003-005	Supplier data submissions per Section III of this requisition.	1		1	SET	HOMEOFFICE

Notes:	
1.1a	Asbestos, whether combined with other materials or in free form, shall NOT be used in any installation, supplied equipment or packaging thereof. If asbestos is found to exist in an installation, supplied equipment or packaging, the installation, equipment or packaging will be rejected and the supplier shall be responsible for the removal and cleanup of all asbestos materials and all associated cleanup costs.
1.1b	Hazardous Substances - the presence or use of any hazardous substances (substances which have the potential to cause harm to the health of people through their use of the installation or supplied equipment) must be declared by the Supplier at Quotation and confirmed after Award of Purchase Order.
1.1c	Errors and Omissions - the Supplier shall advise the Purchaser in writing of any errors, omissions, inconsistencies, ambiguities or discrepancies identified in documentation provided by the Purchaser or the Customer.
1.1d	Items preceded with an asterisk (*) are new or have been revised.
1.2	Design and Engineering cost to include approval of drawings and technical data up to "approved for construction" stage.Design and Engineering cost to include approval of drawings and technical data up to "approved for construction" stage.



REQUISITION FOR PURCHASE

REVISION

SECTION I - DELIVERABLE ITEMS LIST

Customer Name:	The Kami Mine Limited Partnership	Approved By:		Requisition No:	KAMI-WPO-REQ-MS0003
Project Title:	Kami Iron Ore Project	Approved Date:		Revision:	1
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:		Revision Date:	22-JAN-2014
Project No:	207040-00108			Requisition Title:	REGRIND BALL MILL

1.3	<p>Battery Limits:</p> <ul style="list-style-type: none"> -The face of flange on inlet side of Mill feed spout; -Underside of feed equipment trolley wheels; -Discharge of trommel; -Underside of trunnion and pinnion bearings base plates, but including anchor bolts; <p>(* Rev. 1-Mill pinion shaft to Mill motor shaft Torque Limiting Couplings;</p> <ul style="list-style-type: none"> -Instrumentation and control panel terminals, and -Terminal flanges or fittings of cooling water, plant air, instrument air and for fill up of lubricant reservoirs.
1.4	<p>The following work is excluded from Supplier's scope of work and will be supplied by the Purchaser:</p> <ul style="list-style-type: none"> -Freight to site, receiving, unloading, and storage of material at site; -Field erection labour; -Piping external to and not forming an integral part of equipment and auxiliary systems; -Electrical, Instrument and Control wiring and conduit external to the equipment; -Mill foundation design and installation; -Shims and grout supply and installation; <p>(* Rev. 1 -Main Mill VFDs and Motors;</p> <ul style="list-style-type: none"> -Shell and heads liners, including liner bolts; -Field installation of Mill liners including liner backing; -Discharge chutes and launders; -Rails for retractable feed chute carriage; -Liner handling machine, including bolt breaker, hoist, etc.; -Equipment access platforms, walkways, hand railing, ladders and stairways, and -Mill PLC, MCC, and Plant Distributed Control System programming.
1.5	<p>Special Assembly and Packing for Shipment:</p> <ul style="list-style-type: none"> -All equipment critical dimensions and fits shall be checked and tested by the Supplier; -Equipment shall be shipped preassembled as per technical drawings, where practical; -Shipping FCA Points of Manufacture, Various per INCOTERM 2010 for equipment manufactured in North America. FCA Port of Export, Various per INCOTERM 2010 for equipment manufactured outside of North America. - See specification/guideline for packing, marking and shipping requirements in addition to this requisition.Special Assembly and Packing for Shipment.
1.6	<ul style="list-style-type: none"> -Mill jacking system hydraulics will be supplied withinn AG Mill scope and will be shared with AG Mill.

REQUISITION FOR PURCHASE

REVISION

SECTION II - TECHNICAL DOCUMENTS AND ATTACHMENTS

Customer Name:	The Kami Mine Limited Partnership	Approved By:		Requisition No:	KAMI-WPO-REQ-MS0003
Project Title:	Kami Iron Ore Project	Approved Date:		Revision:	1
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:		Revision Date:	22-JAN-2014
Project No:	207040-00108			Requisition Title:	REGRIND BALL MILL

Document / Attachment No.	Document / Attachment Title	Document Rev	Applies to Item(s)
KAMI-ALD-DC-PRO-G000-00001	Kami Project - Project Document Control and Information Management Policy	2	
KAMI-WPO-AT-SPC-G000-00002	Instrumentation and Control Specification for Packaged Equipment	0	
KAMI-WPO-EL-SPC-G000-00001	Specification for Electrical Equipment in Mechanical Packages	0	
KAMI-WPO-EL-SPC-G000-00006	Specification for Electrical Motors	0	
KAMI-WPO-GS-SPC-G000-00001	Equipment Identification and Tagging Specification	0	
KAMI-WPO-GS-SPC-G000-00002	Specification for Painting and Protective Coatings	0	
KAMI-WPO-GS-SPC-G000-00003	Specification for Quality Requirements	0	
KAMI-WPO-GS-SPC-G000-00004	Supplier Document Code Definitions	0	
KAMI-WPO-GS-SPC-G000-00005	Specification for Installation, Operating and Maintenance Manuals	0	
KAMI-WPO-GS-SPC-G000-00006	Specification for Spare Parts	0	
KAMI-WPO-GS-SPC-G000-00007	Specification for Project Site Conditions	0	
KAMI-WPO-MC-DAS-K250-00001	Data Sheet for Regrind Ball Mill	0	
KAMI-WPO-MC-SPC-G000-00001	General Mechanical Specification for Equipment Packages	0	
KAMI-WPO-MC-SPC-K250-00003	Technical Specification for Regrind Ball Mill	0	
KAMI-WPO-ST-SPC-G000-00001	Specification for Structural and Miscellaneous Steel Fabrication and Erection	0	

Notes:

2.1a Items preceded with an asterisk (*) are new or have been revised.

2.2 For the list of accepted exceptions to Technical Documents and Attachments, see Section 13 of Technical Specification for Regrind Ball Mill, KAMI-WPO-MC-SPC-K250-0003.



REQUISITION FOR PURCHASE

REVISION SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name:	The Kami Mine Limited Partnership	Approved By:		Requisition No:	KAMI-WPO-REQ-MS0002
Project Title:	Kami Iron Ore Project	Approved Date:		Revision:	1
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:		Revision Date:	22-JAN-2014
Project No:	207040-00108			Requisition Title:	AUTOGENOUS GRINDING MILL

Doc Code	Description	Design Critical	With Proposal	Initial Submission						Final (Certified)			Applies to Item(s)	
				Due Date	For Information	For Review	For Review prior to Fabrication	Electronic Copy	No. of Hard Copies	Due Date	Electronic Copy	No. of Hard Copies		
A101	SUPPLIER DOCUMENT SCHEDULE		X	3W APO		X		X					2	
A102	FABRICATION/PRODUCTION SCHEDULE		X	8W APO		X		X						
A106	MONTHLY PROGRESS REPORTS			ACR		X		X		ACR	X			
A804	UNPRICED PURCHASE ORDERS			ACR		X		X		ACR	X			
A805	SUB-ORDER LISTING			ACR		X		X		ACR	X			
B101	GENERAL ARRANGEMENTS	X	X	4W APO			X	X	2	8W APO	X		2	
B103	INTERFACE AND CONNECTION SCHEDULE		X	4W APO			X	X					2	
B104	FOUNDATION LOADING DIAGRAM AND SUPPORT DETAILS	X	X	4W APO			X	X		8W APO	X		2	
B106	CAD MODEL	X	X	4W APO			X	X		10W APO	X			
C103	P&ID	X	X	6W APO			X	X	2	10W APO	X		2	
C105	ELECTRICAL SINGLE LINE DIAGRAM			6W APO			X	X	2	10W APO	X		2	
C107	CONTROL PHILOSOPHY AND BLOCK DIAGRAM	X		16W APO			X	X	2	18W APO	X		2	
C109	CONTROL SCHEMATICS			18W APO			X	X	2	20W APO	X		2	
D101	UTILITIES SCHEDULE			8W APO			X	X		8W APO	X		2	
D103	EQUIPMENT DATA SHEETS	X	X	16W APO			X	X		20W APO	X		2	
D105	INSTRUMENT DATA SHEETS			16W APO			X	X		18W APO	X		2	
E102	INSTRUMENT TERMINATION AND HOOK-UP DETAILS			12W APO			X	X		14W APO	X		2	
E103	PANEL CABINET LAYOUT			12W APO			X	X	2	14W APO	X		2	
E115	INSTRUMENT INDEX		X	10W APO			X	X		12W APO	X		2	
E117	LOAD / MOTOR LIST		X	8W APO		X		X		12W APO	X		2	
E120	Junction Box Dimensional Drawing and Internal Layout			12W APO			X	X	2	14W APO	X		2	
F101	OUTLINE AND DETAIL DRAWINGS			8-14W APO			X	X	2	8-14W APO	X		2	
F109	ERECTION DRAWINGS	X		16W APO			X	X	2	16W APO	X		2	
G108	BEARING LIFE CALCULATIONS			6W APO		X		X		8W APO	X			
G126	WIND AND/OR SEISMIC LOADING CALCULATIONS	X		10W APO		X		X		10W APO	X			
J102	WELD PROCEDURE SPECIFICATION (WPS) AND QUALIFICATIONS (WPQ) RECORDS			10W APO			X	X		10W APO	X			
J103	NON-DESTRUCTIVE EXAMINATIONS PROCEDURES (NDE)			6W APO			X	X		10W APO	X			
J104	SURFACE PREPARATION AND PAINTING SPECIFICATION			6W APO			X	X		8W APO	X			
K101	CODE / STANDARD COMPLIANCE CERTIFICATE									WD	X		2	
K103	PERFORMANCE TEST RESULTS									2W ACR	X		2	
K104	FACTORY ACCEPTANCE TEST REPORT (FAT)									WD	X		2	
L102	CERTIFIED MATERIAL TEST REPORTS									WD	X			
L105	WELDER PERFORMANCE QUALIFICATION CERTIFICATES			At Shop			X							



REQUISITION FOR PURCHASE

REVISION

SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name:	The Kami Mine Limited Partnership	Approved By:		Requisition No:	KAMI-WPO-REQ-MS0002
Project Title:	Kami Iron Ore Project	Approved Date:		Revision:	1
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:		Revision Date:	22-JAN-2014
Project No:	207040-00108			Requisition Title:	AUTOGENOUS GRINDING MILL

Doc Code	Description	Design Critical	With Proposal	Initial Submission						Final (Certified)			Applies to Item(s)	
				Due Date	For Information	For Review	For Review prior to Fabrication	Electronic Copy	No. of Hard Copies	Due Date	Electronic Copy	No. of Hard Copies		
L109	NDE RECORDS										WD	X		
M101	COMPILED MANUALS : MANUFACTURING RECORD BOOK (MRB)										WD	X	2	
N101	TECHNICAL OPERATING AND MAINTENANCE MANUAL										WD	X	2	
N102	SCHEDULE OF COMMISSIONING SPARES		X	12W APO	X			X					2	
N103	SCHEDULE OF OPERATING SPARES - 1 YEAR		X	12W APO	X			X						
N104	SPECIAL TOOLS LIST		X	12W APO		X		X						
N107	SCHEDULE OF OPERATING SPARES - 2 YEAR		X	12W APO	X			X						
N111	STRATEGIC SPARES		X	12W APO	X			X						
P101	FUNCTIONAL AND PERFORMANCE TEST PROCEDURES		X	12W APO		X		X						
P102	PREPARATION FOR SHIPPING WITH RECOMMENDED HANDLING AND STORAGE PROCEDURES			12W APO		X		X						
P106	INSPECTION AND TEST PLAN			8W APO			X	X	2					
Q102	QUALITY CONTROL PLAN			4W APO		X		X	1					
R102	ERECTION FASTENER SCHEDULE			12W APO		X		X	2	WD	X	2		
R104	ERECTION AND INSTALLATION PROCEDURES			16W APO		X		X	2	WD	X	2		
R999	SPECIAL PACKING, SHIPPING, AND PRESERVATION DATA			16W APO		X		X		WD	X	2		

Notes:

3.1a	Items preceded with an asterisk(*) are new or have been revised.																				
3.1b	Due Date Legend																				
	<table> <tr> <td>ARC</td> <td>After Receipt of Commitment</td> <td>APO</td> <td>After Receipt of Purchase Order</td> </tr> <tr> <td>PTS</td> <td>Prior to Shipment</td> <td>ARDA</td> <td>After Receipt of Drawing Approval</td> </tr> <tr> <td>PTFT</td> <td>Prior to Fabrication or Testing</td> <td>AS</td> <td>After Shipment</td> </tr> <tr> <td>WD</td> <td>With Delivery</td> <td>ACR</td> <td>As Complete/Recurring</td> </tr> <tr> <td>AF</td> <td>After Approval for Fabrication</td> <td></td> <td></td> </tr> </table>	ARC	After Receipt of Commitment	APO	After Receipt of Purchase Order	PTS	Prior to Shipment	ARDA	After Receipt of Drawing Approval	PTFT	Prior to Fabrication or Testing	AS	After Shipment	WD	With Delivery	ACR	As Complete/Recurring	AF	After Approval for Fabrication		
ARC	After Receipt of Commitment	APO	After Receipt of Purchase Order																		
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WD	With Delivery	ACR	As Complete/Recurring																		
AF	After Approval for Fabrication																				
3.1c	Items marked as "Design Critical" are critical to meeting the project schedule.																				
3.1d	Refer to Supplier Data Specification (listed in Section II) for details pertaining to each document code.																				
3.2	Drawings and documents listed shall be submitted in accordance with the schedule indicated on this form, unless superseded by an approved Drawing/Document Submission Schedule (SDR Code A101), and in accordance with the instructions listed in the engineering requisition.																				
3.3	Unless noted otherwise, documentation shall be FULL SIZE. Both native and PDF electronic copy of documents shall be provided. PDF electronic copy of all drawings, as well as native drawings of assemblies associated with plant layout, shall also be provided. The drawings shall be submitted using AutoCAD 2010, while the documents shall be submitted using Microsoft Office 2010 software.																				
3.4	Where indicated, Certified As-builts to be supplied as part of Drawings / Installation and Operating Manuals. D/IOM documents shall be Letter or 11"x17" size.																				



REQUISITION FOR PURCHASE

REVISION

SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name: The Kami Mine Limited Partnership	Approved By:	Requisition No: KAMI-WPO-REQ-MS0002
Project Title: Kami Iron Ore Project	Approved Date:	Revision: 1
Jobsite Location: Wabush, NL, Canada	Released To Procurement:	Revision Date: 22-JAN-2014
Project No: 207040-00108		Requisition Title: AUTOGENOUS GRINDING MILL

3.5	SDR (VDR) Code shall be cross-referenced to Supplier document numbers on all Supplier transmittals. The following is applicable Document Code description changes/clarifications: A804: Unpriced Purchase Orders for orders over US\$250,000 A805: Sub-Order Listing for orders over US\$250,000 B106: 3D CAD Model D105: Instrument Data Sheets (Excel format) F101: Outline and Assembly Drawings G126: Seismic Load Calculation (Wind-N/A) L105: Welder Performance Qualification Certificates (at shop for review only) N104: Special Tools List (Recommended for Instalation) R102: Erection Fastener Schedule (See foundation drawings)
3.6	Supplier shall provide all documentation through ACONEX-project Document Management System.
3.7	Manufacturing / production shall not proceed beyond an agreed hold-point, as specified in the approved ITP, unless waived by the Purchaser. Any delay due to no Supplier's fault, will be added to the final equipment delivery time.
3.8	Supplier's drawings will be reviewed only as to general arrangement and construction. Drawing review on the part of Purchaser shall in no way relieve Supplier from his obligation to fulfil any or all of the requirements of this specification/requisition. If, in the opinion of the Supplier, changes as noted by the Purchaser will prevent the equipment from performing as expected, the Supplier shall notify the Purchaser in writing of his objections to such change before proceeding with the final construction.
3.9	Drawings shall be to scale and in full detail. Drawings shall show all information necessary for Purchaser's design and for verification of compliance with scope of contract.
3.10	Forward documentation under cover of transmittal: Hard copies, where requested, to: WorleyParsons Canada 7100 West Credit Avenue Mississauga, Ontario, L5N 0E4 Attn: WP Document Control. Electronic copies: Through ACONEX.



REQUISITION FOR PURCHASE

REVISION
SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name:	The Kami Mine Limited Partnership	Approved By:		Requisition No:	KAMI-WPO-REQ-MS0003
Project Title:	Kami Iron Ore Project	Approved Date:		Revision:	1
Jobsite Location:	Wabush, NL, Canada	Released To Procurement:		Revision Date:	22-JAN-2014
Project No:	207040-00108			Requisition Title:	REGRIND BALL MILL

Doc Code	Description	Design Critical	With Proposal	Initial Submission						Final (Certified)			Applies to Item(s)	
				Due Date	For Information	For Review	For Review prior to Fabrication	Electronic Copy	No. of Hard Copies	Due Date	Electronic Copy	No. of Hard Copies		
A101	SUPPLIER DOCUMENT SCHEDULE		X	3W APO		X		X					2	
A102	FABRICATION/PRODUCTION SCHEDULE		X	8W APO		X		X						
A106	MONTHLY PROGRESS REPORTS			ACR		X		X		ACR	X			
A804	UNPRICED PURCHASE ORDERS			ACR		X		X		ACR	X			
A805	SUB-ORDER LISTING			ACR		X		X		ACR	X			
B101	GENERAL ARRANGEMENTS	X	X	4W APO			X	X	2	8W APO	X		2	
B103	INTERFACE AND CONNECTION SCHEDULE		X	4W APO			X	X					2	
B104	FOUNDATION LOADING DIAGRAM AND SUPPORT DETAILS	X	X	4W APO			X	X		8W APO	X		2	
B106	CAD MODEL	X	X	4W APO			X	X		10W APO	X			
C103	P&ID	X	X	6W APO			X	X	2	10W APO	X		2	
C105	ELECTRICAL SINGLE LINE DIAGRAM			6W APO			X	X	2	10W APO	X		2	
C107	CONTROL PHILOSOPHY AND BLOCK DIAGRAM	X		16W APO			X	X	2	18W APO	X		2	
C109	CONTROL SCHEMATICS			14W APO			X	X	2	16W APO	X		2	
D101	UTILITIES SCHEDULE			8W APO			X	X		8W APO	X		2	
D103	EQUIPMENT DATA SHEETS	X	X	16W APO			X	X		20W APO	X		2	
D105	INSTRUMENT DATA SHEETS			16W APO			X	X		18W APO	X		2	
E102	INSTRUMENT TERMINATION AND HOOK-UP DETAILS			12W APO			X	X		14W APO	X		2	
E103	PANEL CABINET LAYOUT			12W APO			X	X	2	14W APO	X		2	
E115	INSTRUMENT INDEX		X	10W APO			X	X		12W APO	X		2	
E117	LOAD / MOTOR LIST		X	8W APO		X		X		12W APO	X		2	
E120	Junction Box Dimensional Drawing and Internal Layout			12W APO			X	X	2	14W APO	X		2	
F101	OUTLINE AND DETAIL DRAWINGS			8-14W APO			X	X	2	WD	X		2	
F109	ERECTION DRAWINGS	X		6W APO			X	X	2	WD	X		2	
G108	BEARING LIFE CALCULATIONS			16W APO		X		X		8W APO	X		2	
G126	WIND AND/OR SEISMIC LOADING CALCULATIONS	X		10W APO		X		X		10W APO	X			
J102	WELD PROCEDURE SPECIFICATION (WPS) AND QUALIFICATIONS (WPQ) RECORDS			10W APO			X	X		10W APO	X			
J103	NON-DESTRUCTIVE EXAMINATIONS PROCEDURES (NDE)			6W APO			X	X		10W APO	X			
J104	SURFACE PREPARATION AND PAINTING SPECIFICATION			6W APO			X	X		8W APO	X			
K101	CODE / STANDARD COMPLIANCE CERTIFICATE									WD	X		2	
K103	PERFORMANCE TEST RESULTS									2W ACR	X		2	
K104	FACTORY ACCEPTANCE TEST REPORT (FAT)									WD	X		2	
L102	CERTIFIED MATERIAL TEST REPORTS									WD	X			
L105	WELDER PERFORMANCE QUALIFICATION CERTIFICATES			At Shop			X							



REQUISITION FOR PURCHASE

REVISION SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name: The Kami Mine Limited Partnership, Project Title: Kami Iron Ore Project, Approved By: [blank], Requisition No: KAMI-WPO-REQ-MS0003

Table with columns: Doc Code, Description, Design Critical, With Proposal, Initial Submission (Due Date, For Information, For Review, For Review prior to Fabrication, Electronic Copy, No. of Hard Copies), Final (Certified) (Due Date, Electronic Copy, No. of Hard Copies), Applies to Item(s)

Notes: 3.1a Items preceded with an asterisk(*) are new or have been revised. 3.1b Due Date Legend. 3.1c Items marked as "Design Critical" are critical to meeting the project schedule. 3.1d Refer to Supplier Data Specification... 3.2 Drawings and documents listed shall be submitted... 3.3 Unless noted otherwise, documentation shall be FULL SIZE... 3.4 Where indicated, Certified As-builts to be supplied...



REQUISITION FOR PURCHASE

REVISION

SECTION III - SUPPLIER DATA REQUIREMENTS

Customer Name: The Kami Mine Limited Partnership	Approved By:	Requisition No: KAMI-WPO-REQ-MS0003
Project Title: Kami Iron Ore Project	Approved Date:	Revision: 1
Jobsite Location: Wabush, NL, Canada	Released To Procurement:	Revision Date: 22-JAN-2014
Project No: 207040-00108		Requisition Title: REGRIND BALL MILL

3.5	SDR (VDR) Code shall be cross-referenced to Supplier document numbers on all Supplier transmittals. The following is applicable Document Code description changes/clarifications: A804: Unpriced Purchase Orders for orders over US\$250,000 A805: Sub-Order Listing for orders over US\$250,000 B106: 3D CAD Model D105: Instrument Data Sheets (Excel format) F101: Outline and Assembly Drawings G126: Seismic Load Calculation (Wind-N/A) L105: Welder Performance Qualification Certificates (at shop for review only) N104: Special Tools List (Recommended for Instalation) R102: Erection Fastener Schedule (See foundation drawings)
3.6	Supplier shall provide all documentation through ACONEX-project Document Management System.
3.7	Manufacturing / production shall not proceed beyond an agreed hold-point, as specified in the approved ITP, unless waived by the Purchaser. Any delay due to no Supplier's fault, will be added to the final equipment delivery time.
3.8	Supplier's drawings will be reviewed only as to general arrangement and construction. Drawing review on the part of the Purchaser shall in no way relieve Supplier from his obligation to fulfil any or all of the requirements of this specification/requisition. If, in the opinion of the Supplier, any changes as noted by the Purchaser will prevent the equipment from performing as expected, the Supplier shall notify the Purchaser in writing of his objections to such change before proceeding with the final construction.
3.9	Drawings shall be to scale and in full detail. Drawings shall show all information necessary for Purchaser's design and for verification of compliance with scope of contract.
3.10	Forward/send documentation under cover of transmittal: Hard copies (where requested) to: WorleyParsons Canada 7100 West Credit Avenue Mississauga, Ontario, L5N 0E4 Attn: WP Document Control Electronic copies: Through ACONEX.

Purchase Order Revision

Client Name: The Kami Mine Limited Partnership
 Project Name: Kami Iron Ore Project
 Jobsite Location: Wabush, NL, Canada
 Project Number: 207040-00108

Purchase Order No: KAMI-WPO-POD-MS0002
 Revision Date: 14-MAY-2014
 Revision: 2

To: Metso Minerals Canada Inc. 795 George V Lachine, Quebec, H8S 2R9 CANADA		From: WorleyParsons Canada Services Ltd as agent for KAMI Suite W200 Bally Rou Place 370 Torbay Road St John's, Newfoundland and Labrador, A1A 3W8 CANADA	
Supplier Code: MINMET04		Refer All Questions and Correspondence to: Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0	
Attention: Frank Cacchione Telephone: 514-239-9889 Fax: 514-485-4210 Email: frank.cacchione@metso.com		Attention: Maryam Shahr Aeni Telephone: +1 905-816-7115 Fax: +1 905 816 2319 Email: maryam.shahraeini@worleyparsons.com	
Tax Status: Net 60 Days (See Progress Payment Schedule) Payment Terms: See PO Notes Freight/Delivery Terms: See Notes Point of Origin: Various Expediting Level: Inspection Level: Full Surveillance		Previous Total Amount: 18,324,510.00 Increase / Decrease: 37,565.00 New Total Amount: 18,362,075.00 Amounts in: USD	
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS			

Please furnish Deliverable Items of this Purchase Order in accordance with the Instructions in Commercial Notes (Attached to this Purchase Order) and the Terms and Conditions. Please include the Purchase Order number on all Correspondence.

- Revised Attachments:
 0 - Commercial Notes
 1- Deliverable Items List

Signed for on behalf of The Kami Mine Limited Partnership by its agent
 WorleyParsons Canada Services Ltd:

Printed Name: _____
 Title: _____
 Date: _____
 Metso Minerals Canada Inc.

Printed Name: *For* Gulshan Saini *May 14/2014* Harold Hickling
 Title: _____
 Date: _____
 WorleyParsons Canada Services Ltd as agent for KAMI

Formal Acceptance of this Purchase Order is required upon receipt of the Purchase Order. Please sign and date the Cover Sheet and return it to the Buyer within 2 business days.



ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
The Kami Mine Limited Partnership
207040-00018

- 1 **Pricing Agreement:**
All pricing is firm through shipment and not subject to escalation of any kind.

- 2 **Payment Terms:**
All payment terms are net 60 days from receipt by WorleyParsons Canada Services Ltd., of valid invoice with full supporting documentation except the 10% down payment as detailed in Sec 7.

- 3 **Goods and Service Newfoundland and Labrador Harmonized Sales Tax:**
Harmonized Sales Tax at 13% applies to the landed cost of all purchases which enter or originate within Canada. If Supplier is licensed to collect HST, supplier shall indicate their license number on all invoices and show HST as a separate item.

- 5 **Terms of Sale:**
 1. Terms of Sales:
FCA Points of Manufacture, Various for North American Suppliers per INCOTERMS 2010
 - △¹ FAS Port of Export for Non north American Locations per INCOTERMS 2010
 2. Freight Terms: Transportation arranged by and to Purchaser's Account
 3. If licensed to do so, Suppliers will invoice for HST. If not licensed to collect Newfoundland and Labrador HST, Kami will self-assess the required HST and remit directly to Newfoundland and Labrador Finance.

- 6 **Invoicing Instructions:**
Two (2) copies of all invoices shall be submitted to:
 - Kami Mine Limited Partnership
 - c/o WorleyParsons Canada Services Ltd.
 - 2645 Skymark Avenue
 - Mississauga, ON L4W 4H2
 - Canada
 - Attention: Accounts Payable

Invoice breakdown has to be in accordance to Deliverable Items List line items.

- 7 **Progress Billing:**
The following Progress Billing Schedule applies to this purchase order and Supplier shall bill Purchaser accordingly.
 - 10% Upon acceptance of Purchase Order and upon receipt of Letter of Credit (LOC) from Metso (0 weeks); the payment term of Net 60 days does not apply.
This LOC will be valid until completion of shipment and will be replaced with the 10% LOC for the duration of the warranty.
 - 10% Upon submittal of the General Arrangement drawings for approval (6 - 8 weeks).
 - 10% Upon receipt of first gear castings at point of manufacture (12 - 16 weeks).
 - 15% Upon receipt of shell plates at point of manufacture (16 - 20 weeks).
 - 15% Upon receipt of first rough head castings at point of manufacture (24 - 30 weeks).
 - △² 15% Upon final machining of gears
 - Ball Mill Gear – 7.5% - Invoice date: approx. August 20, 2014**
 - AG Mill Gear – 7.5% - Invoice date: approx. September 17, 2014**



**ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
The Kami Mine Limited Partnership
207040-00018**

20% Upon notification of readiness to ship (Partial shipments are allowed) (Starting in 48 weeks).

 5% Upon submissions of final shipment documents and submittal of 10% Letter of Credit (LOC) for the duration of the warranty.

8 Cancellation Charges:

In the event of cancellation, charges payable to Metso will be auditable and negotiated on an actual cost incurred basis, as follows:

Calendar Months after placement	Cancellation Charges
0-2 months	15%
2-3 months	20%
3-4 months	35%
4-5 months	45%
5-6 months	55%
6-7 months	65%
7-8 months	75%
8-9 months	85%
9-10 months	90%
+10 months	100%

9 Document Submittal:

WorleyParsons is using a system called “Aconex” to exchange electronic documents with clients, suppliers, and associates. Aconex will provide secure transfer of confidential documents and can handle large files. Refer to the attached Guidelines for full instructions on uploading and downloading required specified data listed on the Supplier Data Requirement Form (SDRF) attached to this Purchase Order.

10 Tagging and/or Marking Instructions:

Purchase Order items herein, which indicate specific tagging instructions, must be tagged showing Tag Number, and Equipment Description and/or Function. The required tags must be of stainless steel and shall be permanently affixed to the item(s). If it is impractical to permanently affix tags as above, then these tags must be permanently wired to a non-disposable part of the item. In this case, stainless steel wire must be used to secure the tag to the item.

11 Preparation for Shipment:

Preparation for shipment shall be per Supplier standard “T-124 - Metso Export Shipping Standards (Revision July 22, 2005)”.

12 Supplier’s Promised Shipments:

All Engineering drawings and Final documentation shall be submitted by SUPPLIER in accordance with the schedule identified in Section III, Supplier Data Requirements Form.

SUPPLIER shall provide PRODUCTS (final components) on the agreed **delivery date of 56 weeks after receipt of a full release purchase order, (September 12, 2014)**



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The Kami Mine Limited Partnership
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in accordance with the freight terms detailed in Section 5, and Shipping and Marking Guideline. Prior to shipment SUPPLIER shall contact BUYER'S Expediter for complete shipping instructions.

- 13 **Origin of Shipment(s):**
Shell and Head for AG Mill: Canada / Spain
Shell and Head for Ball Mill: Canada
Various for different components

- 14 **Shipping Documents:**
The following documentation is required for all shipments.

a) Packing List

For all goods imported into Canada, the following documentation is required and the SUPPLIER shall ensure completion of required import documents for Canada Customs purposes.

b) Bill of Lading – SUPPLIER shall issue a bill of lading that complies with the applicable governing act of the jurisdiction of origin of shipment. If and as directed, on the shipping release from the BUYER, prior to shipment, SUPPLIER shall complete the declared value section of the bill of lading.

c) Canada Customs Invoice

d) Commercial Invoice – may be substituted for the Canada Customs Invoice, if available.

e) Certificate of Origin – duly certified by a Regional Board of Trade Office.
- or -

f) NAFTA Certificate of Origin, for qualified US & Mexico goods.

GOODS within North America which is destined for export or import within the North America Free Trade Agreement (NAFTA) context, is entitled to duty-free or “free-trade area” treatment:

(i) Supplier guarantees that the Work will qualify for duty-free or “free-trade area” treatment;

(ii) Supplier is required to comply with the rules of origin and the other applicable regulations of the NAFTA in order to obtain this entitlement;

(iii) Supplier is responsible for the completion of the form “Exporter’s Certificate of Origin”; and

(iv) Supplier is responsible for the delivery of this Certificate of Origin with the GOODS.



ATTACHMENT 0 – COMMERCIAL NOTES
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15 **Packing List:**

Ten (10) days prior to the shipping date SUPPLIER shall furnish the BUYER'S Expediter with a provisional typed packing list which must include the following information:

- The Purchase Order Number
- BUYER'S line item number which corresponds to each item shipped
- The SUPPLIER Identification
- Anticipated Shipping Date
- Quantity
- Description
- SUPPLIER'S Reference tag number (where applicable)
- SUPPLIER'S Reference part number and serial number if applicable
- Estimated gross weight (kg) of each shipping item (crate, skid, etc.)
- Length, width and height (cm) of each shipping item (crate, skid, etc.)
- Any special storage requirements for any and all material being shipped, ie indoor storage required, segregate per WHMIS regulations, etc. If special storage instructions are omitted from the packing list(s), any damage to the material due to improper storage shall be for the account of the SUPPLIER.

SUPPLIER may establish this packing list on its own form provided that this form is inclusive of all the information requested.

16 **Manuals and Final Certified Drawings:**

Last and final payments shall not be made until all copies of the manuals are made available for review by package's Engineer & Expeditior, and final certified prints, as stipulated in the Purchase Order, have been delivered to the BUYER'S Expeditior.

The required number of copies of the final manuals and final certified prints shall be delivered "free domicile", to The Kami Mine Limited Partnership (OWNER), c/o WorleyParsons Canada Services Ltd.(Agent), 2645 Skymark Avenue, Mississauga, ON L4W 4H2, Attention: Document Control.

The final documentation will be established as per the attached Supplier Data Requirements Form.

Final Data Requirements to be submitted no later than thirty (30) days after the availability of the Products.



**ATTACHMENT 0 – COMMERCIAL NOTES
KAMI Iron Ore Project
The Kami Mine Limited Partnership
207040-00018**



17 **Communications:**

To BUYER:

All inquiries regarding commercial issues shall be directed to Buyer;

All inquiries regarding shipments/delivery and technical issues shall be directed to Expeditor and copied to Buyer.

Package Buyer: Maryam Shahr Aeini

Email: Maryam.shahraeini@worleyparsons.com

△ Package Expeditor: Chris Rossos

Email: Chris.rossos@worleyparsons.com

To SUPPLIER:

All inquiries shall be clearly marked with the Purchase Order No., Supplier's Work Order No. and shall be directed to:

Metso Minerals Canada Inc.

△ Contact Name: Tracey Lawruk

Anthony Maselli, Eng., PMP - Contract Manager

Telephone: (514) 485-4188

Email: Anthony.Maselli@metso.com

Supplier's Work Order No.: TBA

Purchase Order No: KAMI-WPO-PO-MS0002

18 **Change Orders:**

Any kind of change in the Purchase Order value or scope shall be authorized by Purchaser in writing.

19 **Interpretation:**

- a. Requests for interpretation made by SUPPLIER as to the meaning of this Purchase Order and related documents must be directed to the Buyer.
- b. Each request for interpretation must be submitted in writing or electronically to the Buyer.

20 **Purchase Order Provisions:**

Metso will issue two revised Letters of Credits shortly after PO award which have to be mutually agreed.



Purchase Order Revision

Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
Client Contract No.:

Purchase Order No: KAMI-WPO-POD-MS0002
Revision: 2
Revision Date: 14-MAY-2014

Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
1.1	0	1	0	1	EA	K230-MIL-0001	<p>Dual Pinion Autogenous Grinding Mill including: -Shell, heads and detachable trunnions with liners, trunnion bearings, and required baseplates; (*) Rev. 1-Feed chute arrangement including metal-lined rock box, trolley with both front-back and lateral movement capability, 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 (See Note 1.6 below); -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; (*) Rev. 1-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.</p> <p>Notes: Price Breakdown: AG Mill as per Datasheet KAMI-WPO-MC-DAS-K230-00001: \$9,487,000.00 USD Hydraulic Inching Drive: \$484,000.00 USD Mill Jacking System: \$240,000.00 USD Auxiliary Lubrication System : \$38,000.00 USD Start up & Commissioning Spares: \$8,000.00 USD Discount of 5.5%: \$564,135.00 USD</p> <p>** Added scope (PO Rev1): - Lateral movement for Feed Chute: \$63,750.00 - Brunel JSE3-0159 TLC & Coupling Gaurds - Qty: 2 - \$463,000.00</p> <p>Account Code: 207040-00108~35.K2-30.M.00~G060303~9111</p> <p>Shipping FCA Points of Manufacture, Various per INCOTERM 2010 for equipment manufactured in North America FAS Port of Export, Various per INCOTERM 2010 for equipment manufactured outside of North America.</p>	10,783,750.00	10,783,750.00	USD	12-Sep-2014	LAB WEST
2.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0002-001	<p>Design and engineering, including approval of drawings / data, and all required logic and functional description to allow for programming in the plant PCS.</p>	0.00	0.00	USD	12-Sep-2014	HOMEOFFICE



Purchase Order Revision

Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
Client Contract No.:

Purchase Order No: KAMI-WPO-POD-MS0002
Revision: 2
Revision Date: 14-MAY-2014

Req No.: KAMI-WPO-REQ-MS0003 **Req Rev.:** 0

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
3.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0002-002	Services of Supplier's representative for supervision of field erection, start-up and commissioning (based on per diem rate). Notes: Field supervision for field erections and field commissioning - 60 days estimated by Metso Cost: \$2,200.00 USD / Day	0.00	0.00	USD	15-Apr-2015	HOMEOFFICE
4.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0002-003	Necessary training for personnel in both operations and maintenance (based on per diem rate). Notes: Site training for operator and maintenance personnel - 2.5 days Estimated by Metso Cost: \$2,120.00 USD/Day	0.00	0.00	USD	01-Nov-2015	HOMEOFFICE
5.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0002-004	Performance guarantee testing (based on per diem rate). Notes: Process commissioning services - 5 days estimated by Metso Cost: \$2,915.00 USD/Day	0.00	0.00	USD	15-Dec-2015	HOMEOFFICE
6.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0002-005	Supplier data submissions per Section III of this requisition. Notes: Drawing and document submission must be according to the SDR attached to the REQ for Purchase. The date of 10-Sep-2013 is for the earliest submission (Initial submission of GAD).	0.00	0.00	USD	10-Sep-2013	HOMEOFFICE



Purchase Order Revision

Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
Client Contract No.:

Purchase Order No: KAMI-WPO-POD-MS0002
Revision: 2
Revision Date: 14-MAY-2014

Req No.: KAMI-WPO-REQ-MS0003 Req Rev.: 0

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
7.1	0	1	0	1	EA	K250-MIL-0001	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 trolley 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 (see Note 1.6 below); -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; (*) Rev. 1-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 measurment/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. Notes: ** Revised Scope (PO Rev2): The addition of USD \$37,565.00 to increase 1600mm to the length of the trommel including: Trunnion Liner & Drip Ring - Increase hole sizes for larger hardware Trommel: Increase size of tubing and plates Discharge cone: additional material Discharge End Assembly: additional and new hardware	8,588,565.00	8,588,565.00	USD	12-Sep-2014	LAB WEST
8.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0003-001	Design and Enginnering, including approval of drawings / data, and all required logic and functional description to allow for programing in the Platn PCS.	0.00	0.00	USD	12-Sep-2014	HOMEOFFICE
9.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0003-002	Services of Supplier's representative for supervision of field erection, start-up and commissioning (based on per diem rate). Notes: Field supervision for field erections and field commissioning - 60 days estimated by Metso Cost: \$2,200.00 USD / Day	0.00	0.00	USD	15-Apr-2015	HOMEOFFICE



Purchase Order Revision

Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
Client Contract No.:

Purchase Order No: KAMI-WPO-POD-MS0002
Revision: 2
Revision Date: 14-MAY-2014

Req No.: KAMI-WPO-REQ-MS0003 **Req Rev.:** 0

Line Item	Qty	Prev Qty	Delta Qty	New Total Qty	Unit	CC / Tag Number	Description	Unit Price	Total Price	Currency	Promise Ship	Delivery Designation
10.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0003-003	Necessary training for personnel in both operations and maintenance (based on per diem rate). Notes: Site training for operator and maintenance personnel - 2.5 days Estimated by Metso Cost: \$2,120.00 USD/Day	0.00	0.00	USD	01-Nov-2015	HOMEOFFICE
11.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0003-004	Performance guarantee testing (based on per diem rate). Notes: Process commissioning services - 5 days estimated by Metso Cost: \$2,915.00 USD/Day	0.00	0.00	USD	15-Dec-2015	HOMEOFFICE
12.1	0	1	0	1	SET	KAMI-WPO-REQ-MS0003-005	Supplier data submissions per Section III of this requisition. Notes: Drawing and document submission must be according to the SDR attached to the REQ for Purchase. The date of 10-Sep-2013 is for the earliest submission (Initial submission of GAD).	0.00	0.00	USD	10-Sep-2013	HOMEOFFICE

Other Costs

Item	Supp	Description	Value	Unit
DISCOUNT	0	5.5% Bundling Discount	-564,135.00	USD
DISCOUNT	0	5.5% Bundling Discount	-446,105.00	USD

Previous Total Amount: 18,324,510.00 USD
Change this Rev: 37,565.00 USD
New Total Amount: 18,362,075.00 USD



Purchase Order Revision

Section I - Deliverable Items List

Client Name: The Kami Mine Limited Partnership
Purchase Order Description: AUTOGENOUS GRINDING & REGRIND BALL MILLS
Client Contract No.:

Purchase Order No: KAMI-WPO-POD-MS0002
Revision: 2
Revision Date: 14-MAY-2014
Req No.: KAMI-WPO-REQ-MS0003 **Req Rev.:** 0

Progress Payment Schedule

Progress Payment Event	Payment %
10% Upon PO & and upon receipt of LOC from Metso	10
10% Upon submittal of GAD for approval	10
10% Upon receipt of first gear castings	10
15% Upon receipt of shell plates	15
15% Upon receipt of first rough head castings	15
15% Upon final machining of gears	15
20% Upon notification of readiness to ship	20
5% Upon final shipment and submittal of 10% LOC by Metso	5

Remarks for Purchase Order:

Note 1 - The milestone 6 in the progress payment (Final Machining of both gears) to be invoiced as per below:

6A- Ball Mill Gear - Invoice date: approx August 20, 2014

6B- AG Mill Gear - Invoice date: approx September 17, 2014

Note 2 - Liquidated damages

The current terms and conditions with regards to the liquidated damages in regrds to delivery will remain in effect. Although Purchaser agrees to amend the enforcement dates of the liquidated damages associated to any items for which mutually agreed delayed delivery dates have been established with Supplier.

AMENDMENT AGREEMENT

This amendment agreement ("**Amendment Agreement**") made effective as of 13th day of November, 2014 (the "**Effective Date**") by and between:

PARTIES:

THE KAMI MINE LIMITED PARTNERSHIP, a limited partnership with its mailing address at Suite 250, 2000 McGill College Avenue, Montreal, Quebec H3A-3H3, Canada

("Kami")

as represented by its agent,

WORLEYPARSONS CANADA SERVICES LTD., a corporation with an address at Suite W220 Bally Rou Place, 370 Torbay Road, St. John's, Newfoundland and Labrador, A1A-3W8, Canada

("WCS"),

-AND-

METSO MINERALS CANADA INC., a corporation with an address at 795 George V, Lachine, Quebec, H8S-2R9, Canada

("Metso")

RECITALS:

- A. The parties entered into a Purchase Order No. KAMI-WPO-POD-MS002 dated the 8th of August 2013, and revised the 12th of February 2014 and further revised the 14th day of May, 2014 containing the accompanying Attachment 7 – General Terms and Conditions (collectively, the "**Purchase Order**") pursuant to which WCS, on behalf of Kami, ordered autogenous grinding and regrinding ball mills from Metso.
- B. Due to the current capital market conditions, the parties wish to amend the terms of the Purchase Order, all as set out in this Amendment Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants, agreements and conditions set forth herein, the receipt and sufficiency of which is acknowledged by the parties, the parties hereby covenant and agree as follows:

1. Except as otherwise specified herein, all capitalized terms defined in the Purchase Order shall have the same meaning when used herein.
2. Section 2 of *Attachment 0 – Commercial Notes Kami Iron Ore Project – The Kami Mine Limited Partnership 207040 – 00018* of the Purchase Order shall be deleted in its entirety and replaced with the following:

“2 Payment Terms:

All payment terms are net sixty (60) days from receipt by WorleyParsons Canada Services Ltd., of valid invoice with full supporting documentation except the following:

- (a) the 10% down payment as detailed in Section 7;
- (b) payment of US \$4,353,738.30 (inclusive of all applicable taxes and duties) to be made by Kami to Metso by no later than the close of business in Montreal, Quebec on 31 October 2014; and
- (c) payment of US \$4,353,738.30 (inclusive of all applicable taxes and duties) to be made by Kami to Metso within ten (10) days of Kami having received proceeds of its next tranche of equity financing.

In the event Kami does not receive proceeds of its next tranche of equity financing by 31 October 2015, Kami and Metso will review and attempt to negotiate alternative options for the payment of US \$4,353,738.30 (inclusive of all applicable taxes and duties) referenced in Section 2(c) above. Upon delivery of the payments referenced in Section 2(b) and (c) above by Kami, Metso shall accept such payments in full and final satisfaction of the liability of Kami, and each of its partners, including but not limited to Kami General Partner Limited and Alderon Iron Ore Corp. for and on account of the Purchase Order.”

3. The second sentence of Section 12 of *Attachment 0 – Commercial Notes Kami Iron Ore Project – The Kami Mine Limited Partnership 207040 – 00018* of the Purchase Order shall be deleted in its entirety and replaced with the following:

“12 Supplier’s Promised Shipments:

...

Metso shall provide PRODUCTS (final components) on a delivery date to be mutually agreed upon in writing between Kami and Metso (the “**Delivery Date**”). Until the Delivery Date, Metso shall store the PRODUCTS on terms and at a storage facility to be mutually agreed upon between Kami and Metso, acting reasonably, with an objective to finding the most cost efficient and safe storage location for the PRODUCTS. Metso shall deliver a written proposal for Kami’s consideration which sets out Metso’s proposed storage location, transportation to the storage location and monthly storage costs (inclusive of all insurance and other incidental costs associated with the storage of the assets) and by not later than 5:00 pm (EST) on Friday, November 14, 2014. All costs associated with the storage of the PRODUCTS by Metso shall be borne by Kami and paid to Metso monthly on or before the seventh (7th) day of the month pursuant to invoices issued by Metso. Metso shall issue the first invoice to Kami for the cost of storage on the first (1st) business day (being a day on which commercial banks are open in Vancouver (British Columbia), Montreal (Quebec), and St. Johns (Newfoundland and Labrador)) immediately following the month during which the PRODUCTS were stored by

Metso. In the event Metso needs to change the storage location of the PRODUCTS, Metso shall notify Kami of the intent to relocate the PRODUCTS and the parties shall review and attempt to mutually agree upon terms and location of the new storage facility before the PRODUCTS are transported thereto. Until such time as Kami pays to Metso the payments in Section 2(b) and (c), Metso retains title and ownership of the PRODUCTS and shall bear all risks associated therewith including the risks associated with storage of the PRODUCTS prior to the Delivery Date. On the Delivery Date, Metso shall deliver the PRODUCTS in accordance with the freight terms detailed in Section 5, and Shipping and Marking Guideline. Prior to shipment Metso shall contact Kami's expediter for complete shipping instructions."

4. The first sentence of *Note 2 – Liquidated Damages* under the heading *Remarks for Purchase Order* under *Purchase Order Revision – Section 1 Deliverable Items List* of the Purchase Order revision dated 14 May 2014 shall be deleted in its entirety and replaced with the following:

“The current terms and conditions with regards to the liquidated damages set forth in clause 24.7 of Attachment 7 – General Terms and Conditions in regards to delivery will remain in effect to the extent applicable.”

5. The definition of “Delivery Date” in *SCHEDULE 1 – PART B – PARTICULARS* of the Attachment 7 - General Terms and Conditions to the Purchase Order shall be deleted in its entirety and replaced with the following:

<i>Intentionally Left Blank</i>	Delivery Date	Term or Timetable for Delivery of Goods or Services
		<p>Metso shall deliver the Goods on a date to be mutually agreed upon in writing between the Vendor and the Purchaser. Until the delivery date, the Vendor shall store the Goods on terms and at a storage facility to be mutually agreed upon between the Vendor and the Purchaser, acting reasonably, with an objective to finding the most cost efficient and safe storage location for the PRODUCTS. Metso shall deliver a written proposal for Kami's consideration which sets out Metso's proposed storage location, transportation to the storage location, and monthly storage costs (inclusive of all insurance and other incidental costs associated with the storage of the assets) by not later than 5:00 pm (EST) on Friday, November 14, 2014. All costs associated with the storage of the Goods by the Vendor shall be borne by the Purchaser and paid to the Vendor monthly on or before the seventh (7th) day of the month pursuant to invoices issued by Vendor. The Vendor shall issue the first invoice to the Purchaser for the cost of storage on the first (1st) business day (being a day on which commercial banks are open in Vancouver (British Columbia), Montreal (Quebec), and St. Johns (Newfoundland and Labrador)), immediately following the month during which the Goods were stored by the Vendor. In the event the Vendor needs to change the storage location of the Goods, the Vendor shall notify the Purchaser of the intent to relocate the Goods and the parties shall review and attempt to mutually agree upon terms and location of the new storage</p>

		<p>facility before the Goods are transported thereto. Until such time as the Purchaser pays to the Vendor the payments in set out in Schedule 2 – GOODS AND SERVICES, the Vendor retains title and ownership of the Goods and shall bear all risk associated therewith including the risk associated with storage of the Goods prior to the mutually agreed upon delivery date. On the delivery date, the Vendor shall deliver the Goods to the Delivery Location.</p>
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6. The third sentence in *SCHEDULE 2 – GOODS AND SERVICES* of the General Terms and Conditions to the Purchase Order which reads “Purchaser shall pay correctly prepared invoices within sixty (60) days of receipt at the address indicated for the Vendor set out in this Agreement.” shall be deleted in its entirety and replaced with the following:

“Purchaser shall pay correctly prepared invoices within sixty (60) days of receipt at the address indicated for the Vendor set out in this Agreement, with the exception of the following payments:

- (a) the Purchaser shall pay to the Vendor an amount of US \$4,353,738.30 (inclusive of all applicable taxes and duties) by no later than the close of business in Montreal, Quebec on 31 October 2014; and
- (b) the Purchaser shall pay to the Vendor an amount of US \$4,353,738.30 (inclusive of all applicable taxes and duties) within ten (10) days of the Purchaser having received proceeds of its next tranche of equity financing.

In the event the Purchaser does not receive proceeds of its next tranche of equity financing by 31 October 2015, the Purchaser and the Vendor will review and attempt to negotiate alternative options for the payment of US \$4,353,738.30 (inclusive of all applicable taxes and duties) referenced in Section (b) above. Upon delivery of the payments referenced in Sections (a) and (b) above by Kami to Metso, Metso shall accept such payments in full and final satisfaction of the liability of Kami, and each of its partners, including but not limited to Kami General Partner Limited and Alderon Iron Ore Corp. for and on account of the Purchase Order.

For the purpose of this Agreement, “Goods” shall mean those goods set out in detail in the Purchase Order No. KAMI-WPO-POD-MS0002 which may be generally described as autogenous grinding and regrinding ball mills.”

7. This Amendment Agreement and the Purchase Order shall be read and construed together as if they constituted one document, provided that if there is any inconsistency between the Purchase Order and the provisions of this Amendment Agreement, the provisions of this Amendment Agreement shall govern.
8. This Amendment Agreement shall be governed by, enforced and disputes resolved pursuant to Clause 24 of the Purchase Order Attachment 7 - General Terms and Conditions, Schedule 1 – Party B - Particulars.

9. This Amendment Agreement may be executed in any number of counterparts, each of which when delivered shall be deemed to be an original and all of which together shall constitute one and the same document. Such counterparts may be delivered by facsimile or in .pdf format via electronic mail and when so delivered shall be deemed to be an original.

IN WITNESS WHEREOF the parties have caused this Amendment Agreement to be executed by their duly authorized representatives as of the Effective Date.

THE KAMI MINE LIMITED PARTNERSHIP
by its agent **WORLEYPARSONS SERVICES LTD.**

By: 
Name: BERNARD POTVIN
Title: EVP, PROJECT DELIVERY

METSO MINERALS CANADA INC.

By: 
Name: KIM CLARK
Title: TREASURER

Bill To Tax ID The Kami Mine Limited Partnership c/o Worley Parsons Canada Services 7100 West Credit Avenue MISSISSAUGA ON L5N 0E8 CANADA Ontario		Information Invoice No 905592111 Invoice Date 30NOV2021 Sales Order No / Order Date 301892379 / 08/15/2013			
Ship To Tax ID Kami Iron Ore Project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.		Number 708746 Contact Shahr Aeini Maryam 905 212 2203 Customers Reference No KAMI-WPO-POD-MS0002 Purchase Order Date 08/08/2013			
Sold to ID 708746 The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec					
Additional Information Payment terms 60 days net Currency USD Incoterms FCA / Shipping Point		Project No. C.002526 Kami AG & Ball Mills Marking			
Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
10	AUTOGENOUS GRINDING & REGRIND BALL MILLS MILL - PACKAGE FINAL INVOICE OF MILL PACKAGE	1	EA	3,852,865.75	3,852,865.75

Metso Outotec Canada Inc.
 795 George V
 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
 Fax +1 514 485 4210
 GST Registration: 869513960
 QST Registration: 1015699406
 FA: CA870

Check Remit To:
 Metso Outotec Canada Inc.
 c/o TH1008C (CAD only)
 c/o TH1008U (USD only)
 PO Box 4283, Postal Station A
 Toronto, ON M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
 1000 St Jean Blvd Suite 110
 Pointe Claire, QC, H9R 5P1, Canada
 Transit: 10071, Financial Institution: 016
 Swift: HKBCCATT
 CAD: 128581-001
 USD: 128581-070
 Remittance Details: gbs.na.ar@mogroup.com

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
				SubTotal	3,852,865.75
				Canadian GST/HST	577,929.86
				Canadian PST	0.00
				Total Tax	577,929.86
				Total (USD)	4,430,795.61

Metso Outotec Canada Inc.
795 George V
Lachine, QC, H8S 2R9, Canada
Tel +1 514 485 4000
Fax +1 514 485 4210
GST Registration: 869513960
QST Registration: 1015699406
FA: CA870

Check Remit To:
Metso Outotec Canada Inc
c/o TH1008C (CAD only)
c/o TH1008U (USD only)
PO Box 4283, Postal Station A
Toronto, ON M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
1000 St Jean Blvd Suite 110
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Transit: 10071, Financial Institution: 016
Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: gbs.na.ar@mogroup.com

Date, heure, minute de certification : **2021-11-25 09:15**

Critère de recherche Nom d'organisme : **Alderon Iron Ore Corp**

Critère de sélection Nom d'organisme :
ALDERON IRON ORE CORP
Code Postal :
V6E4G1

Fiche	Inscription	Date	h:min
001	PRÉAVIS D'EXERCICE DU DROIT DE REPRISE DU VENDEUR 20-0533210-0001	2020-06-15	10:24
002	RECTIFICATION D'UNE INSCRIPTION 16-0121717-0001	2016-02-12	14:59

Date, heure, minute de certification : **2021-11-25 09:15**

Critère de recherche Nom d'organisme : Alderon Iron Ore Corp

Critère de sélection Nom d'organisme : ALDERON IRON ORE COR... Code Postal : V6E4G1

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
20-0533210-0001	2020-06-15 10:24

PRÉAVIS D'EXERCICE DU DROIT DE REPRISE DU VENDEUR

PARTIES

Vendeur

METSO MINERALS CANADA INC.
795 George-V Avenue, Montreal, province of Quebec H8S 2R9

Acheteur

THE KAMI MINE LIMITED PARTNERSHIP
1240-1140 West Pender Street, Vancouver, British Columbia V6E 4G1

Acheteur

KAMI GENERAL PARTNER LIMITED
3400-22 Adelaide Street West, Toronto, Ontario M5H 4E3

Acheteur

ALDERON IRON ORE CORP.
1240-1140 West Pender Street, Vancouver, British Columbia V6E 4G1

BIENS

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 capability, 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;

Référence à l'acte de préavis

Forme de l'acte : Sous seing privé

Date : 2020-06-03

Lieu : Montreal

Autres mentions :

The reservation of ownership has not been granted under the terms of a consumer contract.

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, 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, Ontario, M5H 4E3;

Date, heure, minute de certification : 2021-11-25 09:15

Critère de recherche Nom d'organisme : Alderon Iron Ore Corp

Critère de sélection Nom d'organisme : ALDERON IRON ORE COR... Code Postal : V6E4G1

Fiche 002 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
16-0121717-0001	2016-02-12 14:59

RECTIFICATION D'UNE INSCRIPTION

PARTIES

Vendeur

Metso Minerals Canada inc.
795, avenue George-V, Montréal, Québec H8S 2R9

Acheteur

The Kami Mine Limited Partnership
4400-40, King Street West, Toronto, Ontario M5H 3Y4

Acheteur

Kami General Partner Limited
2100-40 King Street West, Toronto, Ontario M5H 3C2

Acheteur

Alderon Iron Ore Corp.
1240-1140 West Pender Street, Vancouver, Colombie-Britannique V6E 4G1

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
16-0097207-0001	RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT)

Objet de la rectification :

Les 3 parties suivantes auraient dû apparaître sur l'inscription initiale publiée sous le numéro 16-0097207-0001, à titre d'acheteurs, soit:

The Kami Mine Limited Partnership
4400-40 King Street West
Toronto, Ontario M5H 3Y4

Alderon Iron Ore Corp.
1240-1140 West Pender Street
Vancouver, BC V6E 4G1

Kami General Partner Limited
2100-40 King Street West
Toronto, Ontario M5H 3C2

Date, heure, minute de certification : 2021-11-25 09:15

Critère de recherche Nom d'organisme : **Kami General Partner Limited**

Critère de sélection Nom d'organisme :
KAMI GENERAL PARTNER LTD

Code Postal :
M5H3C2

Fiche	Inscription	Date	h:min
001	RECTIFICATION D'UNE INSCRIPTION 16-0121717-0001	2016-02-12	14:59

Date, heure, minute de certification : 2021-11-25 09:15

Critère de recherche Nom d'organisme : Kami General Partner Limited

Critère de sélection Nom d'organisme : KAMI GENERAL PARTNER... Code Postal : M5H3C2

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
16-0121717-0001	2016-02-12 14:59

RECTIFICATION D'UNE INSCRIPTION

PARTIES

Vendeur

Metso Minerals Canada inc.
795, avenue George-V, Montréal, Québec H8S 2R9

Acheteur

The Kami Mine Limited Partnership
4400-40, King Street West, Toronto, Ontario M5H 3Y4

Acheteur

Kami General Partner Limited
2100-40 King Street West, Toronto, Ontario M5H 3C2

Acheteur

Alderon Iron Ore Corp.
1240-1140 West Pender Street, Vancouver, Colombie-Britannique V6E 4G1

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
16-0097207-0001	RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT)

Objet de la rectification :

Les 3 parties suivantes auraient dû apparaître sur l'inscription initiale publiée sous le numéro 16-0097207-0001, à titre d'acheteurs, soit:

The Kami Mine Limited Partnership
4400-40 King Street West
Toronto, Ontario M5H 3Y4

Alderon Iron Ore Corp.
1240-1140 West Pender Street
Vancouver, BC V6E 4G1

Kami General Partner Limited
2100-40 King Street West
Toronto, Ontario M5H 3C2

Date, heure, minute de certification : **2021-11-25 09:15**

Critère de recherche Nom d'organisme : **Kami General Partner Limited**

Critère de sélection Nom d'organisme :

KAMI GENERAL PARTNER LTD

Code Postal :

M5H4E3

Fiche	Inscription	Date	h:min
001	PRÉAVIS D'EXERCICE DU DROIT DE REPRISE DU VENDEUR 20-0533210-0001	2020-06-15	10:24

Date, heure, minute de certification : **2021-11-25 09:15**

Critère de recherche Nom d'organisme : **Kami General Partner Limited**

Critère de sélection Nom d'organisme : **KAMI GENERAL PARTNER...** Code Postal : **M5H4E3**

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
20-0533210-0001	2020-06-15 10:24

PRÉAVIS D'EXERCICE DU DROIT DE REPRISE DU VENDEUR

PARTIES

Vendeur

METSO MINERALS CANADA INC.
795 George-V Avenue, Montreal, province of Quebec H8S 2R9

Acheteur

THE KAMI MINE LIMITED PARTNERSHIP
1240-1140 West Pender Street, Vancouver, British Columbia V6E 4G1

Acheteur

KAMI GENERAL PARTNER LIMITED
3400-22 Adelaide Street West, Toronto, Ontario M5H 4E3

Acheteur

ALDERON IRON ORE CORP.
1240-1140 West Pender Street, Vancouver, British Columbia V6E 4G1

BIENS

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 capability, 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;

Référence à l'acte de préavis

Forme de l'acte : Sous seing privé

Date : 2020-06-03

Lieu : Montreal

Autres mentions :

The reservation of ownership has not been granted under the terms of a consumer contract.

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, 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, Ontario, M5H 4E3;

Date, heure, minute de certification : 2021-11-25 09:15

Critère de recherche Nom d'organisme : **The Kami Mine Limited Partnership**

Critère de sélection Nom d'organisme :

THE KAMI MINE LIMITED PARTNERSHIP

Code Postal :

M5H3Y4

Fiche	Inscription	Date	h:min
001	RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT) 16-0097207-0001	2016-02-05	09:00
	PRÉAVIS D'EXERCICE DU DROIT DE REPRISE DU VENDEUR 20-0533210-0001	2020-06-15	10:24
	RECTIFICATION D'UNE INSCRIPTION 16-0121717-0001	2016-02-12	14:59

Date, heure, minute de certification : **2021-11-25 09:15**

Critère de recherche Nom d'organisme : **The Kami Mine Limited Partnership**

Critère de sélection Nom d'organisme : **THE KAMI MINE LIMITE...** Code Postal : **M5H3Y4**

Fiche 001 - Détail de l'inscription 1 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE	DATE EXTRÊME D'EFFET
16-0097207-0001	2016-02-05 09:00	2026-02-03
RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT)		

PARTIES

Vendeur

Metso Minerals Canada Inc.

795, avenue George-V, Montréal (Québec)

H8S 2R9

Acheteur

The Kami Mine Limited Partnership

4400-40 KING STREET WEST, TORONTO (ONTARIO)

M5H 3Y4

BIENS

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 capability, 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 trolley 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 measurment/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)

MENTIONS

Référence à l'acte constitutif

Forme de l'acte : Sous seing privé
 Date : 2013-08-09

Autres mentions :

The Purchase Order signed on August 9, 2013 was amended on February 12, 2014, on May 14, 2014 and again on November 13, 2014.

REMARQUES

INSCRIPTION	DATE-HEURE-MINUTE
16-0121717-0001	2016-02-12 14:59
RECTIFICATION D'UNE INSCRIPTION	
20-0533210-0001	2020-06-15 10:24
PRÉAVIS D'EXERCICE DU DROIT DE REPRISE DU VENDEUR	

AVIS D'ADRESSE

N° 025129
 N° 062284

Date, heure, minute de certification : 2021-11-25 09:15

Critère de recherche Nom d'organisme : **The Kami Mine Limited Partnership**

Critère de sélection Nom d'organisme :

THE KAMI MINE LIMITED PARTNERSHIP

Code Postal :

V6E4G1

Fiche	Inscription	Date	h:min
001	PRÉAVIS D'EXERCICE DU DROIT DE REPRISE DU VENDEUR 20-0533210-0001	2020-06-15	10:24

Date, heure, minute de certification : **2021-11-25 09:15**

Critère de recherche Nom d'organisme : **The Kami Mine Limited Partnership**

Critère de sélection Nom d'organisme : **THE KAMI MINE LIMITE...** Code Postal : **V6E4G1**

Fiche 001 - Détail de l'inscription 1 (de 1)

INSCRIPTION	DATE-HEURE-MINUTE
20-0533210-0001	2020-06-15 10:24

PRÉAVIS D'EXERCICE DU DROIT DE REPRISE DU VENDEUR

PARTIES

Vendeur

METSO MINERALS CANADA INC.
795 George-V Avenue, Montreal, province of Quebec H8S 2R9

Acheteur

THE KAMI MINE LIMITED PARTNERSHIP
1240-1140 West Pender Street, Vancouver, British Columbia V6E 4G1

Acheteur

KAMI GENERAL PARTNER LIMITED
3400-22 Adelaide Street West, Toronto, Ontario M5H 4E3

Acheteur

ALDERON IRON ORE CORP.
1240-1140 West Pender Street, Vancouver, British Columbia V6E 4G1

BIENS

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 capability, 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;

Référence à l'acte de préavis

Forme de l'acte : Sous seing privé

Date : 2020-06-03

Lieu : Montreal

Autres mentions :

The reservation of ownership has not been granted under the terms of a consumer contract.

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, 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, Ontario, M5H 4E3;

Date, heure, minute de certification : **2021-11-25 09:15**

Critère de recherche Nom d'organisme : **The Kami Mine Limited Partnership**

Critère de sélection Nom d'organisme : **THE KAMI MINE LIMITE...** Code Postal : **M5H3Y4**

Fiche 001 - Détail de l'inscription 2 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
20-0533210-0001	2020-06-15 10:24

PRÉAVIS D'EXERCICE DU DROIT DE REPRISE DU VENDEUR

PARTIES

Vendeur

METSO MINERALS CANADA INC.
795 George-V Avenue, Montreal, province of Quebec H8S 2R9

Acheteur

THE KAMI MINE LIMITED PARTNERSHIP
1240-1140 West Pender Street, Vancouver, British Columbia V6E 4G1

Acheteur

KAMI GENERAL PARTNER LIMITED
3400-22 Adelaide Street West, Toronto, Ontario M5H 4E3

Acheteur

ALDERON IRON ORE CORP.
1240-1140 West Pender Street, Vancouver, British Columbia V6E 4G1

BIENS

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 capability, 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;

Référence à l'acte de préavis

Forme de l'acte : Sous seing privé

Date : 2020-06-03

Lieu : Montreal

Autres mentions :

The reservation of ownership has not been granted under the terms of a consumer contract.

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, 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, Ontario, M5H 4E3;

Date, heure, minute de certification : 2021-11-25 09:15

Critère de recherche Nom d'organisme : The Kami Mine Limited Partnership

Critère de sélection Nom d'organisme : THE KAMI MINE LIMITE... Code Postal : M5H3Y4

Fiche 001 - Détail de l'inscription 3 (de 3)

INSCRIPTION	DATE-HEURE-MINUTE
16-0121717-0001	2016-02-12 14:59

RECTIFICATION D'UNE INSCRIPTION

PARTIES

Vendeur

Metso Minerals Canada inc.
795, avenue George-V, Montréal, Québec H8S 2R9

Acheteur

The Kami Mine Limited Partnership
4400-40, King Street West, Toronto, Ontario M5H 3Y4

Acheteur

Kami General Partner Limited
2100-40 King Street West, Toronto, Ontario M5H 3C2

Acheteur

Alderon Iron Ore Corp.
1240-1140 West Pender Street, Vancouver, Colombie-Britannique V6E 4G1

MENTIONS

Référence à l'inscription visée

NUMÉRO	NATURE
16-0097207-0001	RÉSERVE DE PROPRIÉTÉ (VENTE À TEMPÉRAMENT)

Objet de la rectification :

Les 3 parties suivantes auraient dû apparaître sur l'inscription initiale publiée sous le numéro 16-0097207-0001, à titre d'acheteurs, soit:

The Kami Mine Limited Partnership
4400-40 King Street West
Toronto, Ontario M5H 3Y4

Alderon Iron Ore Corp.
1240-1140 West Pender Street
Vancouver, BC V6E 4G1

Kami General Partner Limited
2100-40 King Street West
Toronto, Ontario M5H 3C2

PROJECT NAME: KAMI IRON MINE LIMITED PARTNERSHIP - Storage 7087460 C.2526
 CUSTOMER NUMBER:
 CONTRACT VALUE: USD
 Sales Order Number: 302210254

CONTRACT INVOICING SCHEDULE									
MILESTONE (%)	ID#	MILESTONE DESCRIPTION	ESTIMATED INVOICE DATE	ACTUAL INVOICE DATE	INVOICE NUMBER	PAYMENT DATE	Tax		Total
	70522	In/Out handling at Kaleido (AG Shell) one time charge	\$ 2,018.00	01/08/15	903254568	02/25/15			
	71276	Dec Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	01/08/15	903254568	02/25/15	\$ 2,952.30	\$	23,644.30
	70521	Inbound shipping (\$136,704) and handling (\$19,224) at GTI one time charge	\$ 155,928.00	02/09/15	903280696	03/17/15		\$	155,928.00
	71277	Jan Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	02/09/15	903280696	03/17/15	\$ 2,286.60	\$	43,652.60
	72449	Feb Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	03/09/15	903305422	03/27/15	\$ 2,689.96	\$	23,381.96
	73200	March Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	04/19/15	903334377	05/01/15	\$ 2,689.96	\$	23,381.96
	73932	April Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	05/18/15	903362164	06/02/15	\$ 2,689.96	\$	23,381.96
	74448	May Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	06/09/15	903379847	06/19/15	\$ 2,689.96	\$	23,381.96
	75171	June Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	7/8/2015	903403680	7/22/2015	\$ 2,689.96	\$	23,381.96
	75943	July Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	08/10/15	903427635	9/18/2015	\$ 2,689.96	\$	23,381.96
	76505	Aug Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	09/09/15	903452068	10/02/15	\$ 2,689.96	\$	23,381.96
	77100	Sep Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	10/09/15	903475532	10/16/15	\$ 2,689.96	\$	23,381.96
	77654	Oct Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	11/09/15	903499940	11/18/15	\$ 2,689.96	\$	23,381.96
	78394	Nov Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	12/10/15	903524632	12/18/15	\$ 2,689.96	\$	23,381.96
	79041	Dec Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	01/11/16	903543560	01/19/16	\$ 2,689.96	\$	23,381.96
	79463	Jan Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	02/10/16	903566702	02/24/16	\$ 2,689.96	\$	23,381.96
	80137	Feb Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	03/09/16	903589235	04/15/16	\$ 2,689.96	\$	23,381.96
	80566	Mar Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	04/11/16	903614537	05/15/16	\$ 2,689.96	\$	23,381.96
	81614	Apr Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	05/09/16	903636363	06/07/16	\$ 2,689.96	\$	23,381.96
	82169	May Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	06/10/16	903662438	06/18/16	\$ 2,689.96	\$	23,381.96
	82780	June Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	07/12/16	903687192	08/16/16	\$ 3,103.80	\$	23,795.80
	83206	July Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	08/10/16	903709668	10/14/16	\$ 3,103.80	\$	23,795.80
	83949	August Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	09/13/16	903735147	10/14/16	\$ 3,103.80	\$	23,795.80
	84608	September Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	10/13/16	903760309	12/01/16	\$ 3,103.80	\$	23,795.80
	85118	October Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	11/10/16	903781746	12/01/16	\$ 3,103.80	\$	23,795.80
	85669	November Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	12/13/16	903805538	01/31/17	\$ 3,103.80	\$	23,795.80
	86321	December Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	01/10/17	903823397	01/31/17	\$ 3,103.80	\$	23,795.80
	86925	January Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	02/10/17	903847299	03/31/17	\$ 3,103.80	\$	23,795.80
	87431	February Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	03/09/17	903867525	03/31/17	\$ 3,103.80	\$	23,795.80
	88372	March Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	04/12/17	903884096	06/18/17	\$ 3,103.80	\$	23,795.80
	89195	April Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	05/15/17	903921283	06/18/17	\$ 3,103.80	\$	23,795.80
	89616	May Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	06/15/17	903945499	08/16/17	\$ 3,103.80	\$	23,795.80
	90337	June Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	07/11/17	903963923	08/16/17	\$ 3,103.80	\$	23,795.80
	91105	July Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	08/10/17	903987046	10/19/17	\$ 3,103.80	\$	23,795.80
	91626	Aug 2017 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	09/12/17	904011747	11/10/17	\$ 3,103.80	\$	23,795.80
	92488	Sept 2017 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	10/11/17	904035168	12/11/17	\$ 3,103.80	\$	23,795.80
	92927	Oct 2017 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	11/10/17	904060842	01/12/18	\$ 3,103.80	\$	23,795.80
	93527	Nov 2017 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	12/12/17	904083413	02/09/18	\$ 3,103.80	\$	23,795.80
	94099	Dec 2017 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	01/10/18	904103090	03/09/18	\$ 3,103.80	\$	23,795.80
	95003	Jan 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	02/09/18	904127898	04/11/18	\$ 3,103.80	\$	23,795.80
	95501	Feb 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	03/12/18	904151577	05/22/18	\$ 3,103.80	\$	23,795.80
	95930	Mar 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	04/09/18	904174748	06/08/18	\$ 3,103.80	\$	23,795.80
	96669	Apr 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	05/09/18	904200922	07/09/18	\$ 3,103.80	\$	23,795.80
	97459	May 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	06/08/18	904225198	08/07/18	\$ 3,103.80	\$	23,795.80
	98155	June 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	07/09/18	904251077	09/07/18	\$ 3,103.80	\$	23,795.80
	98660	July 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	08/10/18	904277557	10/12/18	\$ 3,103.80	\$	23,795.80
	99498	Aug 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	09/11/18	904302171	11/13/18	\$ 3,103.80	\$	23,795.80
	100153	Sept 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	10/10/18	904327135	12/17/18	\$ 3,103.80	\$	23,795.80
	100762	Oct 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	11/14/18	904356840	01/16/19	\$ 3,103.80	\$	23,795.80
	101367	Nov 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	12/11/18	904379014	02/08/19	\$ 3,103.80	\$	23,795.80
	101853	Dec 2018 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	01/10/19	904399522	03/11/19	\$ 3,103.80	\$	23,795.80
	102297	Jan 2019 Storage GTI (\$19,224) and Kaleido (\$1,468)	\$ 20,692.00	02/11/19	904425359	04/12/19	\$ 3,103.80	\$	23,795.80
	102892	Feb 2019 Storage GTI (\$19,856) and Kaleido (\$1,468)	\$ 21,324.00	03/11/19	904447991	05/19/19	\$ 3,198.60	\$	24,522.60
	103369	Mar 2019 Storage GTI (\$19,856) and Kaleido (\$1,468)	\$ 21,324.00	04/10/19	904473633	06/07/19	\$ 3,198.60	\$	24,522.60
	104161	April 2019 Storage GTI (\$19,856) and Kaleido (\$1,468)	\$ 21,324.00	05/09/19	904496619	07/18/19	\$ 3,198.60	\$	24,522.60
	104839	May 2019 Storage GTI (\$19,856) and Kaleido (\$1,468)	\$ 21,324.00	06/11/19	904523199	09/17/19	\$ 3,198.60	\$	24,522.60
	105437	June 2019 Storage GTI (\$19,856) and Kaleido (\$1,468)	\$ 21,324.00	07/09/19	904547653	08/16/19	\$ 3,198.60	\$	24,522.60
	106036	July 2019 Storage GTI (\$19,856) and Kaleido (\$1,468)	\$ 21,324.00	08/12/19	904572783	10/11/19	\$ 3,198.60	\$	24,522.60
	106473	August 2019 Storage GTI (\$19,856) and Kaleido (\$1,468)	\$ 21,324.00	09/09/19	904598763	11/08/19	\$ 3,198.60	\$	24,522.60
	106904	Sept 2019 Storage GTI (\$19,856) and Kaleido (\$1,468)	\$ 21,324.00	10/08/19	904623712	12/08/19	\$ 3,198.60	\$	24,522.60
	107449	Oct 2019 Storage GTI (\$19,856) and Kaleido (\$1,468)	\$ 21,324.00	11/14/19	904656394		\$ 3,198.60	\$	24,522.60
	107928	Nov 2019 Storage GTI (\$19,856) and Kaleido (\$1,468)	\$ 21,324.00	12/15/19	904683615		\$ 3,198.60	\$	24,522.60
	108409	Dec 2019 Storage GTI (\$19,856) and Kaleido (\$1,468)	\$ 21,324.00	01/13/20	904705990	03/02/20	\$ 3,198.60	\$	24,522.60
	109169	Jan 2020 Storage GTI (\$20,452) and Kaleido (\$1,512)	\$ 21,964.00	02/10/20	904726651		\$ 3,294.60	\$	25,258.60
	110089	Feb 2020 Storage GTI (\$20,452) and Kaleido (\$1,512)	\$ 21,964.00	03/09/20	904756667		\$ 3,294.60	\$	25,258.60
	110645	Mar 2020 Storage GTI (\$20,452) and Kaleido (\$1,512)	\$ 21,964.00	04/09/20	904784623		\$ 3,294.60	\$	25,258.60
	111263	April 2020 Storage GTI (\$20,452) and Kaleido (\$1,512)	\$ 21,964.00	05/14/20	904813294		\$ 3,294.60	\$	25,258.60
	111692	May 2020 Storage GTI (\$20,452) and Kaleido (\$1,512)	\$ 21,964.00	06/10/20	905003460		\$ 3,294.60	\$	25,258.60
	112348	June 2020 Storage GTI (\$20,452) and Kaleido (\$1,512)	\$ 21,964.00	07/09/20	905034481		\$ 3,294.60	\$	25,258.60
	112819	July 2020 Storage GTI (\$20,452) and Kaleido (\$1,512)	\$ 21,964.00	08/11/20	905065510		\$ 3,294.60	\$	25,258.60
	113243	August 2020 Storage GTI (\$20,452) and Kaleido (\$1,512)	\$ 21,964.00	09/09/20	905096872		\$ 3,294.60	\$	25,258.60
	113729	AG Shell storage remains	\$ 90,420.00	09/14/20	905111002		\$ 7,565.00	\$	157,985.00
	113738	September 2020 Storage GTI (\$20,452) and Kaleido (\$1,512)	\$ 21,964.00	10/12/20	905130630		\$ 3,294.60	\$	25,258.60
	114243	October 2020 Storage GTI (\$20,452) and Kaleido (\$1,512)	\$ 21,964.00	11/10/20	905160170		\$ 3,294.60	\$	25,258.60
	114701	November 2020 Storage GTI (\$20,452) and Kaleido (\$1,512)	\$ 21,964.00	12/09/20	905190501		\$ 3,294.60	\$	25,258.60
	201863	December Storage 2020 GTI (\$21,066) and Kaleido (\$1,558)	\$ 22,624.00	01/14/21	905224914		\$ 3,393.60	\$	26,017.60
	202312	January Storage 2021 GTI (\$21,066) and Kaleido (\$1,558)	\$ 22,624.00	02/09/21	905253599		\$ 3,393.60	\$	26,017.60
	202928	February Storage 2021 GTI (\$21,066) and Kaleido (\$1,558)	\$ 22,624.00	03/09/21	905283973		\$ 3,393.60	\$	26,017.60
	203625	March Storage 2021 GTI (\$21,066) and Kaleido (\$1,558)	\$ 22,624.00	04/12/21	905320016		\$ 3,393.60	\$	26,017.60
	204270	April Storage 2021 GTI (\$21,066) and Kaleido (\$1,558)	\$ 22,624.00	05/10/21	905352745		\$ 3,393.60	\$	26,017.60
	204834	May Storage 2021 GTI (\$21,066) and Kaleido (\$1,558)	\$ 22,624.00	06/09/21	905390245		\$ 3,393.60	\$	26,017.60
	205391	June Storage 2021 GTI (\$21,066) and Kaleido (\$1,558)	\$ 22,624.00	07/08/21	905426319		\$ 3,393.60	\$	26,017.60
	206092	July Storage 2021 GTI (\$21,066) and Kaleido (\$1,558)	\$ 22,624.00	08/09/21	905468840		\$ 3,393.60	\$	26,017.60
	206863	August Storage 2021 GTI (\$21,066) and Kaleido (\$1,558)	\$ 2						

905598513

Bill To Tax ID The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905598513 Invoice Date 16NOV2021 Payment Due Date 15JAN2022 Sales Order No / Order Date 302210254 / 12/02/2014												
Ship To Tax ID Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014												
Sold to SAP IN 708746 The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec													
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Additional Information</td> <td style="width: 50%;">Project No C.002526</td> </tr> <tr> <td>Payment Terms 60 days net</td> <td>Kami AG & Ball Mills</td> </tr> <tr> <td>Currency USD</td> <td>Marking</td> </tr> <tr> <td>Incoterms FCA / Shipping Point</td> <td></td> </tr> </table>		Additional Information	Project No C.002526	Payment Terms 60 days net	Kami AG & Ball Mills	Currency USD	Marking	Incoterms FCA / Shipping Point					
Additional Information	Project No C.002526												
Payment Terms 60 days net	Kami AG & Ball Mills												
Currency USD	Marking												
Incoterms FCA / Shipping Point													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Item</th> <th style="text-align: left;">Material / Description</th> <th style="text-align: right;">Quantity</th> <th style="text-align: left;">UM</th> <th style="text-align: right;">Unit Net Price</th> <th style="text-align: right;">Extended Price</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">10</td> <td style="text-align: left;">MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable</td> <td style="text-align: right;">1.00</td> <td style="text-align: left;">EA</td> <td style="text-align: right;">22,624.00</td> <td style="text-align: right;">22,624.00</td> </tr> </tbody> </table>		Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price	10	MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable	1.00	EA	22,624.00	22,624.00
Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price								
10	MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable	1.00	EA	22,624.00	22,624.00								

Metso Outotec Canada Inc.
 795 George V
 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
 Fax +1 514 485 4210
 GST Registration: 869513960
 QST Registration: 1015699406
 FA: CA870

Check Remit To:
 Metso Outotec Canada Inc.
 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

Check Remit To: Metso Outotec Canada Inc.
 C/O TH1008 PO Box 4283, Postal Station A
 Toronto, Ontario, M5W 5W6, Canada
Wire / EFT : HSBC Bank Canada 1000 St Jean Blvd
 Suite 110
 Pointe Claire , Qc H9R 5P1, Transit 10071,
 Financial Institution:016, Swift: HKBCCATT
 128581-001 CAD (if sending Canadian \$ funds)
 128581-070 CAD (if sending US \$ funds)

Invoice Milestone

905598513

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for October 2021				
	GTI (\$21,066) and Kaleido (\$1,558)				
				SubTotal	22,624.00
				Canadian GST/HST	0.00
				Canadian HST	3,393.60
				Total Tax	3,393.60
				Total (USD)	26,017.60
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 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
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 GST Registration: 869513960
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Check Remit To:
 Metso Outotec Canada Inc.
 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

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 C/O TH1008 PO Box 4283, Postal Station A
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905426319

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID	Information	Invoice No 905426319 Invoice Date 08JUL2021 Payment Due Date 06SEP2021 Sales Order No / Order Date 302210254 / 12/02/2014									
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Tax ID	Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014										
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	SAP IN 708746											
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point		Project No C.002526 Kami AG & Ball Mills Marking										
<table border="1"> <thead> <tr> <th>Item</th> <th>Material / Description</th> <th>Quantity</th> <th>UM</th> <th>Unit Net Price</th> <th>Extended Price</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable</td> <td>1.00</td> <td>EA</td> <td>22,624.00</td> <td>22,624.00</td> </tr> </tbody> </table>	Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price	10	MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable	1.00	EA	22,624.00	22,624.00
Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price							
10	MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable	1.00	EA	22,624.00	22,624.00							

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 795 George V
 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
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 Metso Outotec Canada Inc.
 c/o TH1008C (CAD Only)
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 128581-001 CAD (if sending Canadian \$ funds)
 128581-070 CAD (if sending US \$ funds)

Invoice Milestone

905426319

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for June 2021				
	GTI (\$21,066) and Kaleido (\$1,558)				
				SubTotal	22,624.00
				Canadian GST/HST	0.00
				Canadian HST	3,393.60
				Total Tax	3,393.60
				Total (USD)	26,017.60
<p>Terms and Conditions</p> <p>Unless the subject of a specific frame agreement with agreed terms and conditions or otherwise agreed in writing with Metso Outotec, the applicable Metso Outotec General Conditions available for download on www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ or available upon request shall apply and this instrument is subject to such Metso Outotec General Conditions.</p> <p>Conditions Générales</p> <p>Sauf en cas d'un contrat-cadre spécifique avec conditions générales convenues ou autrement convenu par écrit avec Metso Outotec, les conditions générales de Metso Outotec pertinentes disponibles en ligne sur www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ ou disponibles sur demande s'appliquent et le présent document est régi par ces conditions générales de Metso Outotec.</p>					

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 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
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 128581-001 CAD (if sending Canadian \$ funds)
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905468540

Bill To Tax ID The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905468540 Invoice Date 09AUG2021 Payment Due Date 08OCT2021 Sales Order No / Order Date 302210254 / 12/02/2014 Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014												
Ship To Tax ID Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.													
Sold to SAP IN 708746 The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec													
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Additional Information</td> <td style="width: 50%;">Project No C.002526</td> </tr> <tr> <td>Payment Terms 60 days net</td> <td>Kami AG & Ball Mills</td> </tr> <tr> <td>Currency USD</td> <td>Marking</td> </tr> <tr> <td>Incoterms FCA / Shipping Point</td> <td></td> </tr> </table>		Additional Information	Project No C.002526	Payment Terms 60 days net	Kami AG & Ball Mills	Currency USD	Marking	Incoterms FCA / Shipping Point					
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 795 George V
 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
 Fax +1 514 485 4210
 GST Registration: 869513960
 QST Registration: 1015699406
 FA: CA870

Check Remit To:
 Metso Outotec Canada Inc.
 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

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 Toronto, Ontario, M5W 5W6, Canada
Wire / EFT : HSBC Bank Canada 1000 St Jean Blvd
 Suite 110
 Pointe Claire , Qc H9R 5P1, Transit 10071,
 Financial Institution:016, Swift: HKBCCATT
 128581-001 CAD (if sending Canadian \$ funds)
 128581-070 CAD (if sending US \$ funds)

Invoice Milestone

905468540

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for July 2021				
	GTI (\$21,066) and Kaleido (\$1,558)				
				SubTotal	22,624.00
				Canadian GST/HST	0.00
				Canadian HST	3,393.60
				Total Tax	3,393.60
				Total (USD)	26,017.60
<p>Terms and Conditions</p> <p>Unless the subject of a specific frame agreement with agreed terms and conditions or otherwise agreed in writing with Metso Outotec, the applicable Metso Outotec General Conditions available for download on www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ or available upon request shall apply and this instrument is subject to such Metso Outotec General Conditions.</p> <p>Conditions Générales</p> <p>Sauf en cas d'un contrat-cadre spécifique avec conditions générales convenues ou autrement convenu par écrit avec Metso Outotec, les conditions générales de Metso Outotec pertinentes disponibles en ligne sur www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ ou disponibles sur demande s'appliquent et le présent document est régi par ces conditions générales de Metso Outotec.</p>					

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905519447

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905519447 Invoice Date 16SEP2021 Payment Due Date 15NOV2021 Sales Order No / Order Date 302210254 / 12/02/2014																
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Tax ID Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID SAP IN 708746																
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 128581-001 CAD (if sending Canadian \$ funds)
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Invoice Milestone

905519447

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for August 2021				
	GTI (\$21,066) and Kaleido (\$1,558)				
				SubTotal	22,624.00
				Canadian GST/HST	0.00
				Canadian HST	3,393.60
				Total Tax	3,393.60
				Total (USD)	26,017.60
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905552826

Bill To Tax ID The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905552826 Invoice Date 12OCT2021 Payment Due Date 11DEC2021 Sales Order No / Order Date 302210254 / 12/02/2014 Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Ship To Tax ID Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.																	
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 Lachine, QC, H8S 2R9, Canada
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 Fax +1 514 485 4210
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 Metso Outotec Canada Inc.
 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

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 128581-001 CAD (if sending Canadian \$ funds)
 128581-070 CAD (if sending US \$ funds)

Invoice Milestone

905552826

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for September 2021				
	GTI (\$21,066) and Kaleido (\$1,558)				
				SubTotal	22,624.00
				Canadian GST/HST	0.00
				Canadian HST	3,393.60
				Total Tax	3,393.60
				Total (USD)	26,017.60
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905390245

Bill To Tax ID The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec		Information Invoice No 905390245 Invoice Date 09JUN2021 Payment Due Date 08AUG2021 Sales Order No / Order Date 302210254 / 12/02/2014			
Ship To Tax ID Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.		Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014			
Sold to SAP IN 708746 The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec					
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point		Project No C.002526 Kami AG & Ball Mills Marking			
Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
10	MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable	1.00	EA	22,624.00	22,624.00

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 795 George V
 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
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 Financial Institution:016, Swift: HKBCCATT
 128581-001 CAD (if sending Canadian \$ funds)
 128581-070 CAD (if sending US \$ funds)

Invoice Milestone

905390245

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for May 2021				
	GTI (\$21,066) and Kaleido (\$1,558)				
				SubTotal	22,624.00
				Canadian GST/HST	0.00
				Canadian HST	3,393.60
				Total Tax	3,393.60
				Total (USD)	26,017.60
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905096872

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905096872 Invoice Date 09SEP2020 Sales Order No / Order Date 302210254 / 12/02/2014																
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Tax ID Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID ID 708746																
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USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

Invoice Milestone

905096872

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for August 2020				
	GTI (\$20,452) and Kaleido (\$ 1,512)				
				SubTotal	21,964.00
				Canadian GST/HST	0.00
				Canadian HST	3,294.60
				Total Tax	3,294.60
				Total (USD)	25,258.60

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1. "Metso" means Metso Minerals Canada Inc., or a Metso corporate affiliate identified in the Proposal. "Proposal" means the Metso proposal, quotation, estimate or other Metso supplied documents and all addenda thereto, including drawings and specifications, that describe the Metso scope of supply. The provisions of this Metso Sales Terms and Conditions document are a part of the Proposal, except to the limited extent specifically provided elsewhere in the Proposal. "Agreement" means the Proposal and any other term, condition, or provision if and to the extent agreed to in writing Metso. "Product(s)" means the Metso supplied equipment and related parts, software, services or documentation as described in the Proposal.

2. **PRICE & PAYMENT.** Prices do not include any sales, use or excise taxes, customs duties or similar charges or fees. Unless otherwise stated in the Agreement, all payments shall be in United States dollars and paid within thirty (30) days of the date of invoice. Partial and transshipments are permitted. Each partial shipment shall be considered delivery, and a pro rata payment shall become due as each partial shipment is made. If shipment is delayed by Buyer, the date the shipment is ready shall be deemed to be the date of shipment for payment purposes. If Buyer fails to pay by the due date, Metso shall be entitled to interest at a rate of 1% per month (12% per annum) not to exceed the maximum permitted by law. THE AGREEMENT IS SUBJECT TO CREDIT APPROVAL. All payments to be made by Buyer pursuant to this Agreement shall be made by Buyer from an account owned by Buyer held at an internationally recognized bank or equivalent financial institution. Should Buyer wish to use any other account or means of payment, such change must be approved by Metso prior to payment being issued.

3. **LETTER OF CREDIT.** This section shall apply in cases where Metso has agreed (as may be indicated in the Agreement) that payments of the purchase price for the Products be made against an Irrevocable Letter of Credit confirmed by a bank acceptable to Metso. In such case, the Letter of Credit shall be issued within forty-five (45) days from the date of issuance of the Agreement and shall remain valid for a period extending until ninety (90) days after the date of final delivery as set forth in the Agreement. It is further agreed that all costs pertaining to obtaining the Letter of Credit, as well as any necessary renewal or extensions shall be entirely assumed by the Buyer, to Metso's entire exoneration. Metso will not commence any work until it has received an original valid Letter of Credit fully in force and effect, the terms and conditions whereof have been mutually agreed upon between both parties and are entirely satisfactory to Metso.

4. **DELIVERY AND TITLE.** Delivery terms shall be defined by an applicable Incoterm. Partial deliveries and transshipments are permitted. All delivery dates are approximate. Title shall transfer upon shipment. If shipment delayed by Buyer, Metso may ship and/or store the Products at Buyer's risk and expense.

5. **LIMITED WARRANTY.** Except as noted below with respect to spare parts and items not of Metso's manufacture and subject to the EXCLUSIONS and limitations below, Metso warrants that the Product(s) will be free of defects in workmanship and material. Except for warranty of title, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF METSO WITH RESPECT TO THE PRODUCT(S). FURTHER METSO MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY METSO. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

6. **EXCLUSIONS TO WARRANTY.** Metso and its suppliers shall have no obligation under the limited warranty as to any Product which has been improperly stored or handled, or which has not been installed, operated or maintained according to Metso or supplier furnished manuals or other written instructions or is operated during the warranty period with other than genuine Metso parts. This limited warranty excludes wear parts or consumables which wear out or are consumed in accordance with industry standards.

7. **REMEDY.** If within twelve (12) months from date of delivery, but not more than eighteen (18) months from date that Buyer is advised by Metso or its distributor that the Product(s) are ready for shipment, Buyer discovers that such item was not as warranted above and promptly notifies Metso in writing thereof, Metso directly or through its distributor shall repair or replace the defective item. Metso spare parts (not including replacement parts furnished under this warranty) are warranted to be free from defects in workmanship and material for six (6) months from date of delivery. This warranty covers the Buyer only and is not transferable. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. These obligations and conditions of the Buyer also extend to replacement parts furnished by Metso hereunder. Buyer's entitlement to warranty remedies is contingent upon Buyer's cooperation in permitting Metso to investigate the defect and in returning replaced parts to Metso, if requested, at Metso's expense. The warranty period shall not be extended by the repair or replacement of a Product or a component of a Product, nor shall there be a separate remedy period for any replacement Product or component.

If, after a reasonable number of repeated efforts, Metso determines that it is unable to repair or replace a defective or nonconforming Product, Buyer shall, at Metso's option, return the Product to Metso (or part thereof, if such does not substantially impair the value of the Product) at Buyer's expense and Metso shall return the purchase price as Buyer's entire and exclusive remedy.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S EXCLUSIVE REMEDY AGAINST METSO AND ITS SUPPLIERS UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.

If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by these terms and conditions.

8. **BUYER'S PERMITS, APPROVALS AND DATA:** Buyer shall provide and pay for all permits and licenses required for the installation and operation of the Products. Timely performance by Metso is contingent upon Buyer's supplying to Metso, when needed, all required technical information and data, including drawing approval, and all required commercial documentation.

9. **FOUNDATIONS.** Buyer shall be solely responsible for foundations and their construction. Any plans furnished by Metso shall be considered examples only, and Metso assumes no responsibility for foundation adequacy or for any direct or indirect damages whatsoever incurred as a result of inadequate foundations or reactions to foundations of Products.

10. **COMPLIANCE.** Compliance with all occupational, health and safety laws or other applicable federal, provincial or municipal laws during any installation, operation, or use of the Product(s) is the sole responsibility of Buyer. Buyer also acknowledges its responsibility for the disposal of any Products (including any computer or other electronic equipment or components) in accordance with applicable law, including any recycling, reporting or record keeping requirements.

11. **NUCLEAR AND HAZARDOUS WASTE USES:** Products shall not be used in or in connection with a nuclear or hazardous waste application, and Buyer agrees to indemnify, defend, and hold Metso harmless from all loss, cost, damage, expense and other liability whatsoever from such use.

12. **RELIEF.** If Metso is hindered or suffers delay in performance due to any cause beyond its reasonable control, including but not limited to war or other hostilities or civil unrest, act or failure to act of government, lack or loss of services or access (such as utilities or roads), act of God, including fire, flood, earthquake, landslide, or extreme weather event, strike or other labor trouble, or any sabotage, the time of performance shall be extended a period of time equal to the period of the resulting inability to perform and its consequences. In no event shall Metso have liability to Buyer arising out of any such delays. If the delay arising under this section is more than 180 days, either party has the right to terminate the Agreement and the parties' respective obligations shall be equitably adjusted. Metso shall be reimbursed and for any additional costs it reasonably incurs as a direct result of Buyer's delay or inability or failure to perform.

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14. **LIMITATION OF LIABILITY.** NEITHER METSO NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT (INCLUDING BREACH OF REPRESENTATION OR WARRANTY) OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR FOR INFRINGEMENT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, FOR LOSS OF USE, PRODUCTION, REVENUE OR PROFIT, OR FOR COST OF CAPITAL, OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE, OR FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

IN ANY EVENT, METSO'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO 25% OF THE PURCHASE PRICE TO THE EXTENT PAID BY BUYER OR SUCH OTHER LIABILITY CAP AS MAY BE PROVIDED ELSEWHERE IN THE AGREEMENT, WHICHEVER IS LESS.

The limitation of liability contained in this section shall be effective without regard to (i) Metso's performance or failure or delay of performance under any other term or condition of this Agreement, including any warranty or remedy or (ii) the invalidity or unenforceability of any other limitation, disclaimer or exclusion of any warranty, remedy or other right.

15. **SECURITY INTEREST AND INSURANCE.** Metso retains and Buyer grants to Metso a security interest in the Product(s) and proceeds and any replacement regardless of mode of attachment to realty or other property to secure payment of all amounts due to Metso. Buyer agrees to do all acts necessary to register and maintain said security interest, and to protect Metso's interest by adequately insuring the Product(s) against loss or damage from any external cause with Metso named as insured or additionally insured.

16. **REJECTION OF GOODS.** All claims giving rise to the rejection of Products must be made by the Buyer in writing within a period of seven (7) business days after the Products are delivered. Failure to make such claim within the stated period shall constitute an irrevocable acceptance of the Products.

17. **DISPUTE RESOLUTION.** Any and all disputes relating to or the Agreement and this document shall be submitted for final settlement (which may not be appealed) by arbitration conducted in Toronto, Ontario pursuant to ADR Chambers Arbitration Rules. The arbitration shall be conducted in the English language by one arbitrator, who shall be chosen by agreement of the parties, provided that if the parties are not able to agree on the selection of an arbitrator, ADR Chambers shall appoint an arbitrator. Arbitrator fees and costs shall be equally shared, but otherwise the parties are responsible for their own legal fees, costs and expenses. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for preliminary injunctive or other interim relief to prevent disclosure of confidential information or misappropriation or other misuse of intellectual property pending final determination in arbitration. The arbitration procedure and enforcement of the arbitration award shall be governed by the Arbitration Act (Ontario) and judgment upon the award by the arbitrator may be entered by any court of competent jurisdiction.

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(a) Except as provided in Section 19 herein, the Agreement shall be governed by the laws of Ontario (without reference to its conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods) and the laws of Canada applicable therein.

(b) No party hereto may assign its rights and obligations under the Agreement to a third party without written consent of the other party hereto.

(c) Buyer will promptly execute and deliver to Metso, at Buyer's expense, such further documentation and take such further actions as Metso may request in order to more effectively carry out the interest and purpose of the Agreement and hereof, including all measures required to register the Agreement and to maintain such registration, where required.

(d) The parties acknowledge that they have required that the Agreement, as well as this document, be drawn up in the English language. Les parties reconnaissent avoir exigé la rédaction en anglais de ladite convention ainsi que ce document. In the event of a conflict between the English and other language versions of the Agreement or this document, the English version shall prevail.

19. **SANCTIONS AND EXPORT CONTROL LAWS: (A)** Buyer and Metso undertake as follows: (1) To comply with any and all laws and regulations applicable to Buyer or Metso with respect to the Agreement and any action taken pursuant to either prohibiting or otherwise restricting trade with any individual, entity or jurisdiction, or

imposing licensing requirements on the same, including without limitation sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the European Commission or any member state of the European Union (together "Sanctions and Export Control Laws").

(2) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Sanctions and Export Control Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "Sanctions Targets"). (B) Metso shall have the right to suspend performance of its obligations and the right to terminate this Agreement immediately, without liability, if: (1) in its reasonable judgment, circumstances exist that could result in the non-fulfilment of the undertakings herein; (2) the Buyer becomes a Sanctions Target; (3) any bank refuses to receive or otherwise process any payment under the Agreement. (C) Buyer shall reimburse Metso for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by Metso resulting from: (i) Buyer's breach of any of its undertakings herein; or (ii) Metso's suspension or termination of this Agreement pursuant to this section. (D) In the event that the Metso terminates this Agreement pursuant to this section, and without prejudice to Metso's other rights and obligations under this Agreement, Metso shall be entitled to use any money received as a set-off against claims.

20. **COVID-19** The parties are aware that the Coronavirus COVID-19 (#Outbreak") was declared a pandemic by the World Health Organization on March 11th, 2020. This Outbreak may or may not impact the normal execution and performance of this contract. Should there be an impact to performance of this contract, the parties agree:

- (a) the affected party will notify the other in writing, outlining the effect of the Outbreak on its performance under this contract;
- (b) Metso shall have no liability for damages to the Buyer, including but not limited to liquidated damages, penalties, fines or fees, whether arising out of or in connection with the Outbreak;
- (c) Metso is entitled to a reasonable extension of time representing the impact of the Outbreak on its performance or delivery obligation; and
- (d) any additional cost directly attributable to the Outbreak in Metso's performance of the contract or otherwise will be borne by the Buyer;
- (e) Each party shall be entitled to terminate this contract by written notice to the other party if the non-performance of the contract due to this Outbreak continues for more than six (6) months.



Invoice Milestone

1 / 4
14SEP2020

905101002

Bill To Tax ID The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905101002 Invoice Date 14SEP2020 Sales Order No / Order Date 302210254 / 12/02/2014																
Ship To Tax ID Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Sold to ID 708746 The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec																	
Additional Information <table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Payment Terms</td> <td>60 days net</td> <td style="width: 30%;">Project No</td> <td>C.002526</td> </tr> <tr> <td>Currency</td> <td>USD</td> <td>Kami AG & Ball Mills</td> <td></td> </tr> <tr> <td>Incoterms</td> <td>FCA / Shipping Point</td> <td>Marking</td> <td></td> </tr> </table>		Payment Terms	60 days net	Project No	C.002526	Currency	USD	Kami AG & Ball Mills		Incoterms	FCA / Shipping Point	Marking					
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Metso Minerals Canada Inc.
795 George V
Lachine, QC, H8S 2R9, Canada
Tel +1 514 485 4000
Fax +1 514 485 4210
GST Registration: 869513960
QST Registration: 1015699406
FA: CA870

Check Remit To:
Metso Minerals Canada Inc.
c/o TH1008C (CAD Only)
c/o TH1008U (USD Only)
PO Box 4283, Postal Station A
Toronto, ON, M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
1000 St Jean Blvd Suite 110
Pointe Claire, QC H9R 5P1, Canada
Transit: 10071, Financial Institution: 016
Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

Invoice Milestone

905101002

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
AG Shell storage repairs					
	<p>\$29,670 for wood removal and replacement with new wood # labor and material \$8,350 for protective rust prevention produce, if Metso so choses to go with. \$6,200 cranes for 8hr working period. 2 days required (\$12,400) Rates include materials, transport and labor as follows for 3x shells:</p> <ol style="list-style-type: none"> 1. Damaged packaging removal & disposal 2. New pieces manufacturing # phenolic plywood 3. New pieces placement with threaded rod 4. Wooden blocks manufacturing (eucalyptus wood) 5. Wooden blocks placement under the shells <p>Protective and rust prevention:</p> <ol style="list-style-type: none"> 1. Damaged packaging removal & disposal 2. Cleaning with rust preventive product, to check actual shell conditions (rust) 3. Anti corrosion coating 4. Anti-rust paper placement on coating 5. New pieces manufacturing # phenolic plywood 6. New pieces placement with threaded rod 7. Wooden blocks manufacturing (eucalyptus wood) 8. Wooden blocks placement under the shells 				
				SubTotal	50,420.00
				Canadian GST/HST	0.00
				Canadian HST	7,563.00
				Total Tax	7,563.00
				Total (USD)	57,983.00

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 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
 1000 St Jean Blvd Suite 110
 Pointe Claire, QC H9R 5P1, Canada
 Transit: 10071, Financial Institution: 016
 Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

1. "Metso" means Metso Minerals Canada Inc., or a Metso corporate affiliate identified in the Proposal. "Proposal" means the Metso proposal, quotation, estimate or other Metso supplied documents and all addenda thereto, including drawings and specifications, that describe the Metso scope of supply. The provisions of this Metso Sales Terms and Conditions document are a part of the Proposal, except to the limited extent specifically provided elsewhere in the Proposal. "Agreement" means the Proposal and any other term, condition, or provision if and to the extent agreed to in writing Metso. "Product(s)" means the Metso supplied equipment and related parts, software, services or documentation as described in the Proposal.

2. **PRICE & PAYMENT.** Prices do not include any sales, use or excise taxes, customs duties or similar charges or fees. Unless otherwise stated in the Agreement, all payments shall be in United States dollars and paid within thirty (30) days of the date of invoice. Partial and transshipments are permitted. Each partial shipment shall be considered delivery, and a pro rata payment shall become due as each partial shipment is made. If shipment is delayed by Buyer, the date the shipment is ready shall be deemed to be the date of shipment for payment purposes. If Buyer fails to pay by the due date, Metso shall be entitled to interest at a rate of 1% per month (12% per annum) not to exceed the maximum permitted by law. THE AGREEMENT IS SUBJECT TO CREDIT APPROVAL. All payments to be made by Buyer pursuant to this Agreement shall be made by Buyer from an account owned by Buyer held at an internationally recognized bank or equivalent financial institution. Should Buyer wish to use any other account or means of payment, such change must be approved by Metso prior to payment being issued.

3. **LETTER OF CREDIT.** This section shall apply in cases where Metso has agreed (as may be indicated in the Agreement) that payments of the purchase price for the Products be made against an Irrevocable Letter of Credit confirmed by a bank acceptable to Metso. In such case, the Letter of Credit shall be issued within forty-five (45) days from the date of issuance of the Agreement and shall remain valid for a period extending until ninety (90) days after the date of final delivery as set forth in the Agreement. It is further agreed that all costs pertaining to obtaining the Letter of Credit, as well as any necessary renewal or extensions shall be entirely assumed by the Buyer, to Metso's entire exoneration. Metso will not commence any work until it has received an original valid Letter of Credit fully in force and effect, the terms and conditions whereof have been mutually agreed upon between both parties and are entirely satisfactory to Metso.

4. **DELIVERY AND TITLE.** Delivery terms shall be defined by an applicable Incoterm. Partial deliveries and transshipments are permitted. All delivery dates are approximate. Title shall transfer upon shipment. If shipment delayed by Buyer, Metso may ship and/or store the Products at Buyer's risk and expense.

5. **LIMITED WARRANTY.** Except as noted below with respect to spare parts and items not of Metso's manufacture and subject to the EXCLUSIONS and limitations below, Metso warrants that the Product(s) will be free of defects in workmanship and material. Except for warranty of title, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF METSO WITH RESPECT TO THE PRODUCT(S). FURTHER METSO MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY METSO. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

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(2) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Sanctions and Export Control Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "Sanctions Targets"). (B) Metso shall have the right to suspend performance of its obligations and the right to terminate this Agreement immediately, without liability, if: (1) in its reasonable judgment, circumstances exist that could result in the non-fulfilment of the undertakings herein; (2) the Buyer becomes a Sanctions Target; (3) any bank refuses to receive or otherwise process any payment under the Agreement. (C) Buyer shall reimburse Metso for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by Metso resulting from: (i) Buyer's breach of any of its undertakings herein; or (ii) Metso's suspension or termination of this Agreement pursuant to this section. (D) In the event that the Metso terminates this Agreement pursuant to this section, and without prejudice to Metso's other rights and obligations under this Agreement, Metso shall be entitled to use any money received as a set-off against claims.

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905130630

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905130630 Invoice Date 12OCT2020 Sales Order No / Order Date 302210254 / 12/02/2014																
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 Fax +1 514 485 4210
 GST Registration: 869513960
 QST Registration: 1015699406
 FA: CA870

Check Remit To:
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 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
 1000 St Jean Blvd Suite 110
 Pointe Claire, QC H9R 5P1, Canada
 Transit: 10071, Financial Institution: 016
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2. **PRICE & PAYMENT.** Prices do not include any sales, use or excise taxes, customs duties or similar charges or fees. Unless otherwise stated in the Agreement, all payments shall be in United States dollars and paid within thirty (30) days of the date of invoice. Partial and transshipments are permitted. Each partial shipment shall be considered delivery, and a pro rata payment shall become due as each partial shipment is made. If shipment is delayed by Buyer, the date the shipment is ready shall be deemed to be the date of shipment for payment purposes. If Buyer fails to pay by the due date, Metso shall be entitled to interest at a rate of 1% per month (12% per annum) not to exceed the maximum permitted by law. THE AGREEMENT IS SUBJECT TO CREDIT APPROVAL. All payments to be made by Buyer pursuant to this Agreement shall be made by Buyer from an account owned by Buyer held at an internationally recognized bank or equivalent financial institution. Should Buyer wish to use any other account or means of payment, such change must be approved by Metso prior to payment being issued.

3. **LETTER OF CREDIT.** This section shall apply in cases where Metso has agreed (as may be indicated in the Agreement) that payments of the purchase price for the Products be made against an Irrevocable Letter of Credit confirmed by a bank acceptable to Metso. In such case, the Letter of Credit shall be issued within forty-five (45) days from the date of issuance of the Agreement and shall remain valid for a period extending until ninety (90) days after the date of final delivery as set forth in the Agreement. It is further agreed that all costs pertaining to obtaining the Letter of Credit, as well as any necessary renewal or extensions shall be entirely assumed by the Buyer, to Metso's entire exoneration. Metso will not commence any work until it has received an original valid Letter of Credit fully in force and effect, the terms and conditions whereof have been mutually agreed upon between both parties and are entirely satisfactory to Metso.

4. **DELIVERY AND TITLE.** Delivery terms shall be defined by an applicable Incoterm. Partial deliveries and transshipments are permitted. All delivery dates are approximate. Title shall transfer upon shipment. If shipment delayed by Buyer, Metso may ship and/or store the Products at Buyer's risk and expense.

5. **LIMITED WARRANTY.** Except as noted below with respect to spare parts and items not of Metso's manufacture and subject to the EXCLUSIONS and limitations below, Metso warrants that the Product(s) will be free of defects in workmanship and material. Except for warranty of title, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF METSO WITH RESPECT TO THE PRODUCT(S). FURTHER METSO MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY METSO. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

6. **EXCLUSIONS TO WARRANTY.** Metso and its suppliers shall have no obligation under the limited warranty as to any Product which has been improperly stored or handled, or which has not been installed, operated or maintained according to Metso or supplier furnished manuals or other written instructions or is operated during the warranty period with other than genuine Metso parts. This limited warranty excludes wear parts or consumables which wear out or are consumed in accordance with industry standards.

7. **REMEDY.** If within twelve (12) months from date of delivery, but not more than eighteen (18) months from date that Buyer is advised by Metso or its distributor that the Product(s) are ready for shipment, Buyer discovers that such item was not as warranted above and promptly notifies Metso in writing thereof, Metso directly or through its distributor shall repair or replace the defective item. Metso spare parts (not including replacement parts furnished under this warranty) are warranted to be free from defects in workmanship and material for six (6) months from date of delivery. This warranty covers the Buyer only and is not transferable. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. These obligations and conditions of the Buyer also extend to replacement parts furnished by Metso hereunder. Buyer's entitlement to warranty remedies is contingent upon Buyer's cooperation in permitting Metso to investigate the defect and in returning replaced parts to Metso, if requested, at Metso's expense. The warranty period shall not be extended by the repair or replacement of a Product or a component of a Product, nor shall there be a separate remedy period for any replacement Product or component.

If, after a reasonable number of repeated efforts, Metso determines that it is unable to repair or replace a defective or nonconforming Product, Buyer shall, at Metso's option, return the Product to Metso (or part thereof, if such does not substantially impair the value of the Product) at Buyer's expense and Metso shall return the purchase price as Buyer's entire and exclusive remedy.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S EXCLUSIVE REMEDY AGAINST METSO AND ITS SUPPLIERS UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.

If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by these terms and conditions.

8. **BUYER'S PERMITS, APPROVALS AND DATA:** Buyer shall provide and pay for all permits and licenses required for the installation and operation of the Products. Timely performance by Metso is contingent upon Buyer's supplying to Metso, when needed, all required technical information and data, including drawing approval, and all required commercial documentation.

9. **FOUNDATIONS.** Buyer shall be solely responsible for foundations and their construction. Any plans furnished by Metso shall be considered examples only, and Metso assumes no responsibility for foundation adequacy or for any direct or indirect damages whatsoever incurred as a result of inadequate foundations or reactions to foundations of Products.

10. **COMPLIANCE.** Compliance with all occupational, health and safety laws or other applicable federal, provincial or municipal laws during any installation, operation, or use of the Product(s) is the sole responsibility of Buyer. Buyer also acknowledges its responsibility for the disposal of any Products (including any computer or other electronic equipment or components) in accordance with applicable law, including any recycling, reporting or record keeping requirements.

11. **NUCLEAR AND HAZARDOUS WASTE USES:** Products shall not be used in or in connection with a nuclear or hazardous waste application, and Buyer agrees to indemnify, defend, and hold Metso harmless from all loss, cost, damage, expense and other liability whatsoever from such use.

12. **RELIEF.** If Metso is hindered or suffers delay in performance due to any cause beyond its reasonable control, including but not limited to war or other hostilities or civil unrest, act or failure to act of government, lack or loss of services or access (such as utilities or roads), act of God, including fire, flood, earthquake, landslide, or extreme weather event, strike or other labor trouble, or any sabotage, the time of performance shall be extended a period of time equal to the period of the resulting inability to perform and its consequences. In no event shall Metso have liability to Buyer arising out of any such delays. If the delay arising under this section is more than 180 days, either party has the right to terminate the Agreement and the parties' respective obligations shall be equitably adjusted. Metso shall be reimbursed and for any additional costs it reasonably incurs as a direct result of Buyer's delay or inability or failure to perform.

13. **INTELLECTUAL PROPERTY.** (a) Metso shall pay costs and damages finally awarded by a court in a suit against Buyer to the extent based upon a finding that the design or construction of the Product(s) as furnished infringes a Canadian patent or copyright (except infringement occurring as a result of incorporating a design or modification at Buyer's request or Buyer's use of the Products in a manner contrary to the Agreement or Metso's manuals or instructions) provided that Buyer promptly notifies Metso in writing of any charge of such infringement, and Metso is given the right at its expense to settle such charge and to defend and control the defense of any suit based upon such charge. THIS SECTION SETS FORTH METSO'S EXCLUSIVE LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY. (b) All drawings, specifications, data, software, firmware, manuals, instructions, documentation or other works of authorship furnished by Metso to Buyer are copyrighted property of Metso or its suppliers, and are to be used by Buyer only for the purpose of installing, operating, maintaining and repairing the Product(s). Such works and data may not be otherwise used or reproduced or disclosed. (c) Metso or its suppliers retain all right, title and interest in and to its and their inventions, discoveries, concepts, ideas or other intellectual property embodied in or related to its Product(s).

14. **LIMITATION OF LIABILITY.** NEITHER METSO NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT (INCLUDING BREACH OF REPRESENTATION OR WARRANTY) OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR FOR INFRINGEMENT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, FOR LOSS OF USE, PRODUCTION, REVENUE OR PROFIT, OR FOR COST OF CAPITAL, OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE, OR FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

IN ANY EVENT, METSO'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO 25% OF THE PURCHASE PRICE TO THE EXTENT PAID BY BUYER OR SUCH OTHER LIABILITY CAP AS MAY BE PROVIDED ELSEWHERE IN THE AGREEMENT, WHICHEVER IS LESS.

The limitation of liability contained in this section shall be effective without regard to (i) Metso's performance or failure or delay of performance under any other term or condition of this Agreement, including any warranty or remedy or (ii) the invalidity or unenforceability of any other limitation, disclaimer or exclusion of any warranty, remedy or other right.

15. **SECURITY INTEREST AND INSURANCE.** Metso retains and Buyer grants to Metso a security interest in the Product(s) and proceeds and any replacement regardless of mode of attachment to realty or other property to secure payment of all amounts due to Metso. Buyer agrees to do all acts necessary to register and maintain said security interest, and to protect Metso's interest by adequately insuring the Product(s) against loss or damage from any external cause with Metso named as insured or additionally insured.

16. **REJECTION OF GOODS.** All claims giving rise to the rejection of Products must be made by the Buyer in writing within a period of seven (7) business days after the Products are delivered. Failure to make such claim within the stated period shall constitute an irrevocable acceptance of the Products.

17. **DISPUTE RESOLUTION.** Any and all disputes relating to or the Agreement and this document shall be submitted for final settlement (which may not be appealed) by arbitration conducted in Toronto, Ontario pursuant to ADR Chambers Arbitration Rules. The arbitration shall be conducted in the English language by one arbitrator, who shall be chosen by agreement of the parties, provided that if the parties are not able to agree on the selection of an arbitrator, ADR Chambers shall appoint an arbitrator. Arbitrator fees and costs shall be equally shared, but otherwise the parties are responsible for their own legal fees, costs and expenses. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for preliminary injunctive or other interim relief to prevent disclosure of confidential information or misappropriation or other misuse of intellectual property pending final determination in arbitration. The arbitration procedure and enforcement of the arbitration award shall be governed by the Arbitration Act (Ontario) and judgment upon the award by the arbitrator may be entered by any court of competent jurisdiction.

18. GENERAL.

(a) Except as provided in Section 19 herein, the Agreement shall be governed by the laws of Ontario (without reference to its conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods) and the laws of Canada applicable therein.

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3. **LETTER OF CREDIT.** This section shall apply in cases where Metso has agreed (as may be indicated in the Agreement) that payments of the purchase price for the Products be made against an Irrevocable Letter of Credit confirmed by a bank acceptable to Metso. In such case, the Letter of Credit shall be issued within forty-five (45) days from the date of issuance of the Agreement and shall remain valid for a period extending until ninety (90) days after the date of final delivery as set forth in the Agreement. It is further agreed that all costs pertaining to obtaining the Letter of Credit, as well as any necessary renewal or extensions shall be entirely assumed by the Buyer, to Metso's entire exoneration. Metso will not commence any work until it has received an original valid Letter of Credit fully in force and effect, the terms and conditions whereof have been mutually agreed upon between both parties and are entirely satisfactory to Metso.

4. **DELIVERY AND TITLE.** Delivery terms shall be defined by an applicable Incoterm. Partial deliveries and transshipments are permitted. All delivery dates are approximate. Title shall transfer upon shipment. If shipment delayed by Buyer, Metso may ship and/or store the Products at Buyer's risk and expense.

5. **LIMITED WARRANTY.** Except as noted below with respect to spare parts and items not of Metso's manufacture and subject to the EXCLUSIONS and limitations below, Metso warrants that the Product(s) will be free of defects in workmanship and material. Except for warranty of title, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF METSO WITH RESPECT TO THE PRODUCT(S). FURTHER METSO MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY METSO. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

6. **EXCLUSIONS TO WARRANTY.** Metso and its suppliers shall have no obligation under the limited warranty as to any Product which has been improperly stored or handled, or which has not been installed, operated or maintained according to Metso or supplier furnished manuals or other written instructions or is operated during the warranty period with other than genuine Metso parts. This limited warranty excludes wear parts or consumables which wear out or are consumed in accordance with industry standards.

7. **REMEDY.** If within twelve (12) months from date of delivery, but not more than eighteen (18) months from date that Buyer is advised by Metso or its distributor that the Product(s) are ready for shipment, Buyer discovers that such item was not as warranted above and promptly notifies Metso in writing thereof, Metso directly or through its distributor shall repair or replace the defective item. Metso spare parts (not including replacement parts furnished under this warranty) are warranted to be free from defects in workmanship and material for six (6) months from date of delivery. This warranty covers the Buyer only and is not transferable. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. These obligations and conditions of the Buyer also extend to replacement parts furnished by Metso hereunder. Buyer's entitlement to warranty remedies is contingent upon Buyer's cooperation in permitting Metso to investigate the defect and in returning replaced parts to Metso, if requested, at Metso's expense. The warranty period shall not be extended by the repair or replacement of a Product or a component of a Product, nor shall there be a separate remedy period for any replacement Product or component.

If, after a reasonable number of repeated efforts, Metso determines that it is unable to repair or replace a defective or nonconforming Product, Buyer shall, at Metso's option, return the Product to Metso (or part thereof, if such does not substantially impair the value of the Product) at Buyer's expense and Metso shall return the purchase price as Buyer's entire and exclusive remedy.

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10. **COMPLIANCE.** Compliance with all occupational, health and safety laws or other applicable federal, provincial or municipal laws during any installation, operation, or use of the Product(s) is the sole responsibility of Buyer. Buyer also acknowledges its responsibility for the disposal of any Products (including any computer or other electronic equipment or components) in accordance with applicable law, including any recycling, reporting or record keeping requirements.

11. **NUCLEAR AND HAZARDOUS WASTE USES:** Products shall not be used in or in connection with a nuclear or hazardous waste application, and Buyer agrees to indemnify, defend, and hold Metso harmless from all loss, cost, damage, expense and other liability whatsoever from such use.

12. **RELIEF.** If Metso is hindered or suffers delay in performance due to any cause beyond its reasonable control, including but not limited to war or other hostilities or civil unrest, act of God, including fire, flood, earthquake, landslide, or extreme weather event, strike or other labor trouble, or any sabotage, the time of performance shall be extended a period of time equal to the period of the resulting inability to perform and its consequences. In no event shall Metso have liability to Buyer arising out of any such delays. If the delay arising under this section is more than 180 days, either party has the right to terminate the Agreement and the parties' respective obligations shall be equitably adjusted. Metso shall be reimbursed and for any additional costs it reasonably incurs as a direct result of Buyer's delay or inability or failure to perform.

13. **INTELLECTUAL PROPERTY.** (a) Metso shall pay costs and damages finally awarded by a court in a suit against Buyer to the extent based upon a finding that the design or construction of the Product(s) as furnished infringes a Canadian patent or copyright (except infringement occurring as a result of incorporating a design or modification at Buyer's request or Buyer's use of the Products in a manner contrary to the Agreement or Metso's manuals or instructions) provided that Buyer promptly notifies Metso in writing of any charge of such infringement, and Metso is given the right at its expense to settle such charge and to defend and control the defense of any suit based upon such charge. THIS SECTION SETS FORTH METSO'S EXCLUSIVE LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY. (b) All drawings, specifications, data, software, firmware, manuals, instructions, documentation or other works of authorship furnished by Metso to Buyer are copyrighted property of Metso or its suppliers, and are to be used by Buyer only for the purpose of installing, operating, maintaining and repairing the Product(s). Such works and data may not be otherwise used or reproduced or disclosed. (c) Metso or its suppliers retain all right, title and interest in and to its and their inventions, discoveries, concepts, ideas or other intellectual property embodied in or related to its Product(s).

14. **LIMITATION OF LIABILITY.** NEITHER METSO NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT (INCLUDING BREACH OF REPRESENTATION OR WARRANTY) OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR FOR INFRINGEMENT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, FOR LOSS OF USE, PRODUCTION, REVENUE OR PROFIT, OR FOR COST OF CAPITAL, OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE, OR FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

IN ANY EVENT, METSO'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO 25% OF THE PURCHASE PRICE TO THE EXTENT PAID BY BUYER OR SUCH OTHER LIABILITY CAP AS MAY BE PROVIDED ELSEWHERE IN THE AGREEMENT, WHICHEVER IS LESS.

The limitation of liability contained in this section shall be effective without regard to (i) Metso's performance or failure or delay of performance under any other term or condition of this Agreement, including any warranty or remedy or (ii) the invalidity or unenforceability of any other limitation, disclaimer or exclusion of any warranty, remedy or other right.

15. **SECURITY INTEREST AND INSURANCE.** Metso retains and Buyer grants to Metso a security interest in the Product(s) and proceeds and any replacement regardless of mode of attachment to realty or other property to secure payment of all amounts due to Metso. Buyer agrees to do all acts necessary to register and maintain said security interest, and to protect Metso's interest by adequately insuring the Product(s) against loss or damage from any external cause with Metso named as insured or additionally insured.

16. **REJECTION OF GOODS.** All claims giving rise to the rejection of Products must be made by the Buyer in writing within a period of seven (7) business days after the Products are delivered. Failure to make such claim within the stated period shall constitute an irrevocable acceptance of the Products.

17. **DISPUTE RESOLUTION.** Any and all disputes relating to or the Agreement and this document shall be submitted for final settlement (which may not be appealed) by arbitration conducted in Toronto, Ontario pursuant to ADR Chambers Arbitration Rules. The arbitration shall be conducted in the English language by one arbitrator, who shall be chosen by agreement of the parties, provided that if the parties are not able to agree on the selection of an arbitrator, ADR Chambers shall appoint an arbitrator. Arbitrator fees and costs shall be equally shared, but otherwise the parties are responsible for their own legal fees, costs and expenses. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for preliminary injunctive or other interim relief to prevent disclosure of confidential information or misappropriation or other misuse of intellectual property pending final determination in arbitration. The arbitration procedure and enforcement of the arbitration award shall be governed by the Arbitration Act (Ontario) and judgment upon the award by the arbitrator may be entered by any court of competent jurisdiction.

18. GENERAL.

(a) Except as provided in Section 19 herein, the Agreement shall be governed by the laws of Ontario (without reference to its conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods) and the laws of Canada applicable therein.

(b) No party hereto may assign its rights and obligations under the Agreement to a third party without written consent of the other party hereto.

(c) Buyer will promptly execute and deliver to Metso, at Buyer's expense, such further documentation and take such further actions as Metso may request in order to more effectively carry out the interest and purpose of the Agreement and hereof, including all measures required to register the Agreement and to maintain such registration, where required.

(d) The parties acknowledge that they have required that the Agreement, as well as this document, be drawn up in the English language. Les parties reconnaissent avoir exigé la rédaction en anglais de ladite convention ainsi que ce document. In the event of a conflict between the English and other language versions of the Agreement or this document, the English version shall prevail.

19. **SANCTIONS AND EXPORT CONTROL LAWS: (A)** Buyer and Metso undertake as follows: (1) To comply with any and all laws and regulations applicable to Buyer or Metso with respect to the Agreement and any action taken pursuant to either prohibiting or otherwise restricting trade with any individual, entity or jurisdiction, or

imposing licensing requirements on the same, including without limitation sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the European Commission or any member state of the European Union (together "Sanctions and Export Control Laws").

(2) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Sanctions and Export Control Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "Sanctions Targets"). (B) Metso shall have the right to suspend performance of its obligations and the right to terminate this Agreement immediately, without liability, if: (1) in its reasonable judgment, circumstances exist that could result in the non-fulfilment of the undertakings herein; (2) the Buyer becomes a Sanctions Target; (3) any bank refuses to receive or otherwise process any payment under the Agreement. (C) Buyer shall reimburse Metso for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by Metso resulting from: (i) Buyer's breach of any of its undertakings herein; or (ii) Metso's suspension or termination of this Agreement pursuant to this section. (D) In the event that the Metso terminates this Agreement pursuant to this section, and without prejudice to Metso's other rights and obligations under this Agreement, Metso shall be entitled to use any money received as a set-off against claims.

20. **COVID-19** The parties are aware that the Coronavirus COVID-19 (#Outbreak") was declared a pandemic by the World Health Organization on March 11th, 2020. This Outbreak may or may not impact the normal execution and performance of this contract. Should there be an impact to performance of this contract, the parties agree:

- (a) the affected party will notify the other in writing, outlining the effect of the Outbreak on its performance under this contract,
- (b) Metso shall have no liability for damages to the Buyer, including but not limited to liquidated damages, penalties, fines or fees, whether arising out of or in connection with the Outbreak;
- (c) Metso is entitled to a reasonable extension of time representing the impact of the Outbreak on its performance or delivery obligation; and
- (d) any additional cost directly attributable to the Outbreak in Metso's performance of the contract or otherwise will be borne by the Buyer;
- (e) Each party shall be entitled to terminate this contract by written notice to the other party if the non-performance of the contract due to this Outbreak continues for more than six (6) months.

905253509

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID	Information	Invoice No 905253509 Invoice Date 09FEB2021 Payment Due Date 10APR2021 Sales Order No / Order Date 302210254 / 12/02/2014		
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Tax ID	Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014			
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	SAP IN 708746				
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point		Project No C.002526 Kami AG & Ball Mills Marking			
Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
10	MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable	1.00	EA	22,624.00	22,624.00

Metso Outotec Canada Inc.
 795 George V
 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
 Fax +1 514 485 4210
 GST Registration: 869513960
 QST Registration: 1015699406
 FA: CA870

Check Remit To:
 Metso Outotec Canada Inc.
 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

Check Remit To: Metso Outotec Canada Inc.
 C/O TH1008 PO Box 4283, Postal Station A
 Toronto, Ontario, M5W 5W6, Canada
Wire / EFT : HSBC Bank Canada 1000 St Jean Blvd
 Suite 110
 Pointe Claire , Qc H9R 5P1, Transit 10071,
 Financial Institution:016, Swift: HKBCCATT
 128581-001 CAD (if sending Canadian \$ funds)
 128581-070 CAD (if sending US \$ funds)

Invoice Milestone

905253509

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for January 2021				
	GTI (\$21,066) and Kaleido (\$1,558)				
				SubTotal	22,624.00
				Canadian GST/HST	0.00
				Canadian HST	3,393.60
				Total Tax	3,393.60
				Total (USD)	26,017.60
<p>Terms and Conditions</p> <p>Unless the subject of a specific frame agreement with agreed terms and conditions or otherwise agreed in writing with Metso Outotec, the applicable Metso Outotec General Conditions available for download on www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ or available upon request shall apply and this instrument is subject to such Metso Outotec General Conditions.</p> <p>Conditions Générales</p> <p>Sauf en cas d'un contrat-cadre spécifique avec conditions générales convenues ou autrement convenu par écrit avec Metso Outotec, les conditions générales de Metso Outotec pertinentes disponibles en ligne sur www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ ou disponibles sur demande s'appliquent et le présent document est régi par ces conditions générales de Metso Outotec.</p>					

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 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
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 Toronto, ON, M5W 5W6, Canada

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 C/O TH1008 PO Box 4283, Postal Station A
 Toronto, Ontario, M5W 5W6, Canada
Wire / EFT : HSBC Bank Canada 1000 St Jean Blvd
 Suite 110
 Pointe Claire , Qc H9R 5P1, Transit 10071,
 Financial Institution:016, Swift: HKBCCATT
 128581-001 CAD (if sending Canadian \$ funds)
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905160170

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905160170 Invoice Date 10NOV2020 Sales Order No / Order Date 302210254 / 12/02/2014																
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 Transit: 10071, Financial Institution: 016
 Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

Invoice Milestone

905160170

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for October 2020				
	GTI (\$20,452) and Kaleido (\$1,512)				
				SubTotal	21,964.00
				Canadian GST/HST	0.00
				Canadian HST	3,294.60
				Total Tax	3,294.60
				Total (USD)	25,258.60

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10. **COMPLIANCE.** Compliance with all occupational, health and safety laws or other applicable federal, provincial or municipal laws during any installation, operation, or use of the Product(s) is the sole responsibility of Buyer. Buyer also acknowledges its responsibility for the disposal of any Products (including any computer or other electronic equipment or components) in accordance with applicable law, including any recycling, reporting or record keeping requirements.

11. **NUCLEAR AND HAZARDOUS WASTE USES:** Products shall not be used in or in connection with a nuclear or hazardous waste application, and Buyer agrees to indemnify, defend, and hold Metso harmless from all loss, cost, damage, expense and other liability whatsoever from such use.

12. **RELIEF.** If Metso is hindered or suffers delay in performance due to any cause beyond its reasonable control, including but not limited to war or other hostilities or civil unrest, act or failure to act of government, lack or loss of services or access (such as utilities or roads), act of God, including fire, flood, earthquake, landslide, or extreme weather event, strike or other labor trouble, or any sabotage, the time of performance shall be extended a period of time equal to the period of the resulting inability to perform and its consequences. In no event shall Metso have liability to Buyer arising out of any such delays. If the delay arising under this section is more than 180 days, either party has the right to terminate the Agreement and the parties' respective obligations shall be equitably adjusted. Metso shall be reimbursed and for any additional costs it reasonably incurs as a direct result of Buyer's delay or inability or failure to perform.

13. **INTELLECTUAL PROPERTY.** (a) Metso shall pay costs and damages finally awarded by a court in a suit against Buyer to the extent based upon a finding that the design or construction of the Product(s) as furnished infringes a Canadian patent or copyright (except infringement occurring as a result of incorporating a design or modification at Buyer's request or Buyer's use of the Products in a manner contrary to the Agreement or Metso's manuals or instructions) provided that Buyer promptly notifies Metso in writing of any charge of such infringement, and Metso is given the right at its expense to settle such charge and to defend and control the defense of any suit based upon such charge. THIS SECTION SETS FORTH METSO'S EXCLUSIVE LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY. (b) All drawings, specifications, data, software, firmware, manuals, instructions, documentation or other works of authorship furnished by Metso to Buyer are copyrighted property of Metso or its suppliers, and are to be used by Buyer only for the purpose of installing, operating, maintaining and repairing the Product(s). Such works and data may not be otherwise used or reproduced or disclosed. (c) Metso or its suppliers retain all right, title and interest in and to its and their inventions, discoveries, concepts, ideas or other intellectual property embodied in or related to its Product(s).

14. **LIMITATION OF LIABILITY.** NEITHER METSO NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT (INCLUDING BREACH OF REPRESENTATION OR WARRANTY) OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR FOR INFRINGEMENT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, FOR LOSS OF USE, PRODUCTION, REVENUE OR PROFIT, OR FOR COST OF CAPITAL, OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE, OR FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

IN ANY EVENT, METSO'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO 25% OF THE PURCHASE PRICE TO THE EXTENT PAID BY BUYER OR SUCH OTHER LIABILITY CAP AS MAY BE PROVIDED ELSEWHERE IN THE AGREEMENT, WHICHEVER IS LESS.

The limitation of liability contained in this section shall be effective without regard to (i) Metso's performance or failure or delay of performance under any other term or condition of this Agreement, including any warranty or remedy or (ii) the invalidity or unenforceability of any other limitation, disclaimer or exclusion of any warranty, remedy or other right.

15. **SECURITY INTEREST AND INSURANCE.** Metso retains and Buyer grants to Metso a security interest in the Product(s) and proceeds and any replacement regardless of mode of attachment to realty or other property to secure payment of all amounts due to Metso. Buyer agrees to do all acts necessary to register and maintain said security interest, and to protect Metso's interest by adequately insuring the Product(s) against loss or damage from any external cause with Metso named as insured or additionally insured.

16. **REJECTION OF GOODS.** All claims giving rise to the rejection of Products must be made by the Buyer in writing within a period of seven (7) business days after the Products are delivered. Failure to make such claim within the stated period shall constitute an irrevocable acceptance of the Products.

17. **DISPUTE RESOLUTION.** Any and all disputes relating to or the Agreement and this document shall be submitted for final settlement (which may not be appealed) by arbitration conducted in Toronto, Ontario pursuant to ADR Chambers Arbitration Rules. The arbitration shall be conducted in the English language by one arbitrator, who shall be chosen by agreement of the parties, provided that if the parties are not able to agree on the selection of an arbitrator, ADR Chambers shall appoint an arbitrator. Arbitrator fees and costs shall be equally shared, but otherwise the parties are responsible for their own legal fees, costs and expenses. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for preliminary injunctive or other interim relief to prevent disclosure of confidential information or misappropriation or other misuse of intellectual property pending final determination in arbitration. The arbitration procedure and enforcement of the arbitration award shall be governed by the Arbitration Act (Ontario) and judgment upon the award by the arbitrator may be entered by any court of competent jurisdiction.

18. GENERAL.

(a) Except as provided in Section 19 herein, the Agreement shall be governed by the laws of Ontario (without reference to its conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods) and the laws of Canada applicable therein.

(b) No party hereto may assign its rights and obligations under the Agreement to a third party without written consent of the other party hereto.

(c) Buyer will promptly execute and deliver to Metso, at Buyer's expense, such further documentation and take such further actions as Metso may request in order to more effectively carry out the interest and purpose of the Agreement and hereof, including all measures required to register the Agreement and to maintain such registration, where required.

(d) The parties acknowledge that they have required that the Agreement, as well as this document, be drawn up in the English language. Les parties reconnaissent avoir exigé la rédaction en anglais de ladite convention ainsi que ce document. In the event of a conflict between the English and other language versions of the Agreement or this document, the English version shall prevail.

19. **SANCTIONS AND EXPORT CONTROL LAWS: (A)** Buyer and Metso undertake as follows: (1) To comply with any and all laws and regulations applicable to Buyer or Metso with respect to the Agreement and any action taken pursuant to either prohibiting or otherwise restricting trade with any individual, entity or jurisdiction, or

imposing licensing requirements on the same, including without limitation sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the European Commission or any member state of the European Union (together "Sanctions and Export Control Laws").

(2) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Sanctions and Export Control Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "Sanctions Targets"). (B) Metso shall have the right to suspend performance of its obligations and the right to terminate this Agreement immediately, without liability, if: (1) in its reasonable judgment, circumstances exist that could result in the non-fulfilment of the undertakings herein; (2) the Buyer becomes a Sanctions Target; (3) any bank refuses to receive or otherwise process any payment under the Agreement. (C) Buyer shall reimburse Metso for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by Metso resulting from: (i) Buyer's breach of any of its undertakings herein; or (ii) Metso's suspension or termination of this Agreement pursuant to this section. (D) In the event that the Metso terminates this Agreement pursuant to this section, and without prejudice to Metso's other rights and obligations under this Agreement, Metso shall be entitled to use any money received as a set-off against claims.

20. **COVID-19** The parties are aware that the Coronavirus COVID-19 (#Outbreak") was declared a pandemic by the World Health Organization on March 11th, 2020. This Outbreak may or may not impact the normal execution and performance of this contract. Should there be an impact to performance of this contract, the parties agree:

- (a) the affected party will notify the other in writing, outlining the effect of the Outbreak on its performance under this contract,
- (b) Metso shall have no liability for damages to the Buyer, including but not limited to liquidated damages, penalties, fines or fees, whether arising out of or in connection with the Outbreak;
- (c) Metso is entitled to a reasonable extension of time representing the impact of the Outbreak on its performance or delivery obligation; and
- (d) any additional cost directly attributable to the Outbreak in Metso's performance of the contract or otherwise will be borne by the Buyer;
- (e) Each party shall be entitled to terminate this contract by written notice to the other party if the non-performance of the contract due to this Outbreak continues for more than six (6) months.

905224914

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905224914 Invoice Date 14JAN2021 Payment Due Date 15MAR2021 Sales Order No / Order Date 302210254 / 12/02/2014																
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Tax ID Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID SAP IN 708746																
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point Project No C.002526 Kami AG & Ball Mills Marking																	
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Metso Outotec Canada Inc.
 795 George V
 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
 Fax +1 514 485 4210
 GST Registration: 869513960
 QST Registration: 1015699406
 FA: CA870

Check Remit To:
 Metso Outotec Canada Inc.
 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

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Wire / EFT : HSBC Bank Canada 1000 St Jean Blvd
 Suite 110
 Pointe Claire , Qc H9R 5P1, Transit 10071,
 Financial Institution:016, Swift: HKBCCATT
 128581-001 CAD (if sending Canadian \$ funds)
 128581-070 CAD (if sending US \$ funds)

Invoice Milestone

905224914

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for December 2020				
	GTI (\$19,856) and Kaleido (\$1,468)				
	Please note, starting January 1, 2021 rates will be increased GTI \$20,500 and Kaleido \$1,500				
				SubTotal	21,964.00
				Canadian GST/HST	0.00
				Canadian HST	3,294.60
				Total Tax	3,294.60
				Total (USD)	25,258.60
<p>Terms and Conditions</p> <p>Unless the subject of a specific frame agreement with agreed terms and conditions or otherwise agreed in writing with Metso Outotec, the applicable Metso Outotec General Conditions available for download on www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ or available upon request shall apply and this instrument is subject to such Metso Outotec General Conditions.</p> <p>Conditions Générales</p> <p>Sauf en cas d'un contrat-cadre spécifique avec conditions générales convenues ou autrement convenu par écrit avec Metso Outotec, les conditions générales de Metso Outotec pertinentes disponibles en ligne sur www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ ou disponibles sur demande s'appliquent et le présent document est régi par ces conditions générales de Metso Outotec.</p>					

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905283973

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905283973 Invoice Date 09MAR2021 Payment Due Date 08MAY2021 Sales Order No / Order Date 302210254 / 12/02/2014																
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Tax ID Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID SAP IN 708746																
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point Project No C.002526 Kami AG & Ball Mills Marking																	
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 Financial Institution:016, Swift: HKBCCATT
 128581-001 CAD (if sending Canadian \$ funds)
 128581-070 CAD (if sending US \$ funds)

Invoice Milestone

905283973

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for February 2021				
	GTI (\$21,066) and Kaleido (\$1,558)				
				SubTotal	22,624.00
				Canadian GST/HST	0.00
				Canadian HST	3,393.60
				Total Tax	3,393.60
				Total (USD)	26,017.60
<p>Terms and Conditions</p> <p>Unless the subject of a specific frame agreement with agreed terms and conditions or otherwise agreed in writing with Metso Outotec, the applicable Metso Outotec General Conditions available for download on www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ or available upon request shall apply and this instrument is subject to such Metso Outotec General Conditions.</p> <p>Conditions Générales</p> <p>Sauf en cas d'un contrat-cadre spécifique avec conditions générales convenues ou autrement convenu par écrit avec Metso Outotec, les conditions générales de Metso Outotec pertinentes disponibles en ligne sur www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ ou disponibles sur demande s'appliquent et le présent document est régi par ces conditions générales de Metso Outotec.</p>					

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905065510

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905065510 Invoice Date 11AUG2020 Sales Order No / Order Date 302210254 / 12/02/2014																
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID ID 708746																
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 Pointe Claire, QC H9R 5P1, Canada
 Transit: 10071, Financial Institution: 016
 Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

Invoice Milestone

905065510

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for July 2020				
	GTI (\$20,452) and Kaleido (\$ 1,512)				
				SubTotal	21,964.00
				Canadian GST/HST	0.00
				Canadian HST	3,294.60
				Total Tax	3,294.60
				Total (USD)	25,258.60

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Remittance Details: ar.minerals.can@metso.com

1. "Metso" means Metso Minerals Canada Inc., or a Metso corporate affiliate identified in the Proposal. "Proposal" means the Metso proposal, quotation, estimate or other Metso supplied documents and all addenda thereto, including drawings and specifications, that describe the Metso scope of supply. The provisions of this Metso Sales Terms and Conditions document are a part of the Proposal, except to the limited extent specifically provided elsewhere in the Proposal. "Agreement" means the Proposal and any other term, condition, or provision if and to the extent agreed to in writing Metso. "Product(s)" means the Metso supplied equipment and related parts, software, services or documentation as described in the Proposal.

2. **PRICE & PAYMENT.** Prices do not include any sales, use or excise taxes, customs duties or similar charges or fees. Unless otherwise stated in the Agreement, all payments shall be in United States dollars and paid within thirty (30) days of the date of invoice. Partial and transshipments are permitted. Each partial shipment shall be considered delivery, and a pro rata payment shall become due as each partial shipment is made. If shipment is delayed by Buyer, the date the shipment is ready shall be deemed to be the date of shipment for payment purposes. If Buyer fails to pay by the due date, Metso shall be entitled to interest at a rate of 1% per month (12% per annum) not to exceed the maximum permitted by law. THE AGREEMENT IS SUBJECT TO CREDIT APPROVAL. All payments to be made by Buyer pursuant to this Agreement shall be made by Buyer from an account owned by Buyer held at an internationally recognized bank or equivalent financial institution. Should Buyer wish to use any other account or means of payment, such change must be approved by Metso prior to payment being issued.

3. **LETTER OF CREDIT.** This section shall apply in cases where Metso has agreed (as may be indicated in the Agreement) that payments of the purchase price for the Products be made against an Irrevocable Letter of Credit confirmed by a bank acceptable to Metso. In such case, the Letter of Credit shall be issued within forty-five (45) days from the date of issuance of the Agreement and shall remain valid for a period extending until ninety (90) days after the date of final delivery as set forth in the Agreement. It is further agreed that all costs pertaining to obtaining the Letter of Credit, as well as any necessary renewal or extensions shall be entirely assumed by the Buyer, to Metso's entire exoneration. Metso will not commence any work until it has received an original valid Letter of Credit fully in force and effect, the terms and conditions whereof have been mutually agreed upon between both parties and are entirely satisfactory to Metso.

4. **DELIVERY AND TITLE.** Delivery terms shall be defined by an applicable Incoterm. Partial deliveries and transshipments are permitted. All delivery dates are approximate. Title shall transfer upon shipment. If shipment delayed by Buyer, Metso may ship and/or store the Products at Buyer's risk and expense.

5. **LIMITED WARRANTY.** Except as noted below with respect to spare parts and items not of Metso's manufacture and subject to the EXCLUSIONS and limitations below, Metso warrants that the Product(s) will be free of defects in workmanship and material. Except for warranty of title, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF METSO WITH RESPECT TO THE PRODUCT(S). FURTHER METSO MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY METSO. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

6. **EXCLUSIONS TO WARRANTY.** Metso and its suppliers shall have no obligation under the limited warranty as to any Product which has been improperly stored or handled, or which has not been installed, operated or maintained according to Metso or supplier furnished manuals or other written instructions or is operated during the warranty period with other than genuine Metso parts. This limited warranty excludes wear parts or consumables which wear out or are consumed in accordance with industry standards.

7. **REMEDY.** If within twelve (12) months from date of delivery, but not more than eighteen (18) months from date that Buyer is advised by Metso or its distributor that the Product(s) are ready for shipment, Buyer discovers that such item was not as warranted above and promptly notifies Metso in writing thereof, Metso directly or through its distributor shall repair or replace the defective item. Metso spare parts (not including replacement parts furnished under this warranty) are warranted to be free from defects in workmanship and material for six (6) months from date of delivery. This warranty covers the Buyer only and is not transferable. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. These obligations and conditions of the Buyer also extend to replacement parts furnished by Metso hereunder. Buyer's entitlement to warranty remedies is contingent upon Buyer's cooperation in permitting Metso to investigate the defect and in returning replaced parts to Metso, if requested, at Metso's expense. The warranty period shall not be extended by the repair or replacement of a Product or a component of a Product, nor shall there be a separate remedy period for any replacement Product or component.

If, after a reasonable number of repeated efforts, Metso determines that it is unable to repair or replace a defective or nonconforming Product, Buyer shall, at Metso's option, return the Product to Metso (or part thereof, if such does not substantially impair the value of the Product) at Buyer's expense and Metso shall return the purchase price as Buyer's entire and exclusive remedy.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S EXCLUSIVE REMEDY AGAINST METSO AND ITS SUPPLIERS UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.

If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by these terms and conditions.

8. **BUYER'S PERMITS, APPROVALS AND DATA:** Buyer shall provide and pay for all permits and licenses required for the installation and operation of the Products. Timely performance by Metso is contingent upon Buyer's supplying to Metso, when needed, all required technical information and data, including drawing approval, and all required commercial documentation.

9. **FOUNDATIONS.** Buyer shall be solely responsible for foundations and their construction. Any plans furnished by Metso shall be considered examples only, and Metso assumes no responsibility for foundation adequacy or for any direct or indirect damages whatsoever incurred as a result of inadequate foundations or reactions to foundations of Products.

10. **COMPLIANCE.** Compliance with all occupational, health and safety laws or other applicable federal, provincial or municipal laws during any installation, operation, or use of the Product(s) is the sole responsibility of Buyer. Buyer also acknowledges its responsibility for the disposal of any Products (including any computer or other electronic equipment or components) in accordance with applicable law, including any recycling, reporting or record keeping requirements.

11. **NUCLEAR AND HAZARDOUS WASTE USES:** Products shall not be used in or in connection with a nuclear or hazardous waste application, and Buyer agrees to indemnify, defend, and hold Metso harmless from all loss, cost, damage, expense and other liability whatsoever from such use.

12. **RELIEF.** If Metso is hindered or suffers delay in performance due to any cause beyond its reasonable control, including but not limited to war or other hostilities or civil unrest, act of God, including fire, flood, earthquake, landslide, or extreme weather event, strike or other labor trouble, or any sabotage, the time of performance shall be extended a period of time equal to the period of the resulting inability to perform and its consequences. In no event shall Metso have liability to Buyer arising out of any such delays. If the delay arising under this section is more than 180 days, either party has the right to terminate the Agreement and the parties' respective obligations shall be equitably adjusted. Metso shall be reimbursed and for any additional costs it reasonably incurs as a direct result of Buyer's delay or inability or failure to perform.

13. **INTELLECTUAL PROPERTY.** (a) Metso shall pay costs and damages finally awarded by a court in a suit against Buyer to the extent based upon a finding that the design or construction of the Product(s) as furnished infringes a Canadian patent or copyright (except infringement occurring as a result of incorporating a design or modification at Buyer's request or Buyer's use of the Products in a manner contrary to the Agreement or Metso's manuals or instructions) provided that Buyer promptly notifies Metso in writing of any charge of such infringement, and Metso is given the right at its expense to settle such charge and to defend and control the defense of any suit based upon such charge. THIS SECTION SETS FORTH METSO'S EXCLUSIVE LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY. (b) All drawings, specifications, data, software, firmware, manuals, instructions, documentation or other works of authorship furnished by Metso to Buyer are copyrighted property of Metso or its suppliers, and are to be used by Buyer only for the purpose of installing, operating, maintaining and repairing the Product(s). Such works and data may not be otherwise used or reproduced or disclosed. (c) Metso or its suppliers retain all right, title and interest in and to its and their inventions, discoveries, concepts, ideas or other intellectual property embodied in or related to its Product(s).

14. **LIMITATION OF LIABILITY.** NEITHER METSO NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT (INCLUDING BREACH OF REPRESENTATION OR WARRANTY) OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR FOR INFRINGEMENT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, FOR LOSS OF USE, PRODUCTION, REVENUE OR PROFIT, OR FOR COST OF CAPITAL, OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE, OR FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

IN ANY EVENT, METSO'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO 25% OF THE PURCHASE PRICE TO THE EXTENT PAID BY BUYER OR SUCH OTHER LIABILITY CAP AS MAY BE PROVIDED ELSEWHERE IN THE AGREEMENT, WHICHEVER IS LESS.

The limitation of liability contained in this section shall be effective without regard to (i) Metso's performance or failure or delay of performance under any other term or condition of this Agreement, including any warranty or remedy or (ii) the invalidity or unenforceability of any other limitation, disclaimer or exclusion of any warranty, remedy or other right.

15. **SECURITY INTEREST AND INSURANCE.** Metso retains and Buyer grants to Metso a security interest in the Product(s) and proceeds and any replacement regardless of mode of attachment to realty or other property to secure payment of all amounts due to Metso. Buyer agrees to do all acts necessary to register and maintain said security interest, and to protect Metso's interest by adequately insuring the Product(s) against loss or damage from any external cause with Metso named as insured or additionally insured.

16. **REJECTION OF GOODS.** All claims giving rise to the rejection of Products must be made by the Buyer in writing within a period of seven (7) business days after the Products are delivered. Failure to make such claim within the stated period shall constitute an irrevocable acceptance of the Products.

17. **DISPUTE RESOLUTION.** Any and all disputes relating to or the Agreement and this document shall be submitted for final settlement (which may not be appealed) by arbitration conducted in Toronto, Ontario pursuant to ADR Chambers Arbitration Rules. The arbitration shall be conducted in the English language by one arbitrator, who shall be chosen by agreement of the parties, provided that if the parties are not able to agree on the selection of an arbitrator, ADR Chambers shall appoint an arbitrator. Arbitrator fees and costs shall be equally shared, but otherwise the parties are responsible for their own legal fees, costs and expenses. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for preliminary injunctive or other interim relief to prevent disclosure of confidential information or misappropriation or other misuse of intellectual property pending final determination in arbitration. The arbitration procedure and enforcement of the arbitration award shall be governed by the Arbitration Act (Ontario) and judgment upon the award by the arbitrator may be entered by any court of competent jurisdiction.

18. GENERAL.

(a) Except as provided in Section 19 herein, the Agreement shall be governed by the laws of Ontario (without reference to its conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods) and the laws of Canada applicable therein.

(b) No party hereto may assign its rights and obligations under the Agreement to a third party without written consent of the other party hereto.

(c) Buyer will promptly execute and deliver to Metso, at Buyer's expense, such further documentation and take such further actions as Metso may request in order to more effectively carry out the interest and purpose of the Agreement and hereof, including all measures required to register the Agreement and to maintain such registration, where required.

(d) The parties acknowledge that they have required that the Agreement, as well as this document, be drawn up in the English language. Les parties reconnaissent avoir exigé la rédaction en anglais de ladite convention ainsi que ce document. In the event of a conflict between the English and other language versions of the Agreement or this document, the English version shall prevail.

19. **SANCTIONS AND EXPORT CONTROL LAWS: (A)** Buyer and Metso undertake as follows: (1) To comply with any and all laws and regulations applicable to Buyer or Metso with respect to the Agreement and any action taken pursuant to either prohibiting or otherwise restricting trade with any individual, entity or jurisdiction, or

imposing licensing requirements on the same, including without limitation sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the European Commission or any member state of the European Union (together "Sanctions and Export Control Laws").

(2) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Sanctions and Export Control Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "Sanctions Targets"). (B) Metso shall have the right to suspend performance of its obligations and the right to terminate this Agreement immediately, without liability, if: (1) in its reasonable judgment, circumstances exist that could result in the non-fulfilment of the undertakings herein; (2) the Buyer becomes a Sanctions Target; (3) any bank refuses to receive or otherwise process any payment under the Agreement. (C) Buyer shall reimburse Metso for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by Metso resulting from: (i) Buyer's breach of any of its undertakings herein; or (ii) Metso's suspension or termination of this Agreement pursuant to this section. (D) In the event that the Metso terminates this Agreement pursuant to this section, and without prejudice to Metso's other rights and obligations under this Agreement, Metso shall be entitled to use any money received as a set-off against claims.

20. **COVID-19** The parties are aware that the Coronavirus COVID-19 (#Outbreak") was declared a pandemic by the World Health Organization on March 11th, 2020. This Outbreak may or may not impact the normal execution and performance of this contract. Should there be an impact to performance of this contract, the parties agree:

- (a) the affected party will notify the other in writing, outlining the effect of the Outbreak on its performance under this contract;
- (b) Metso shall have no liability for damages to the Buyer, including but not limited to liquidated damages, penalties, fines or fees, whether arising out of or in connection with the Outbreak;
- (c) Metso is entitled to a reasonable extension of time representing the impact of the Outbreak on its performance or delivery obligation; and
- (d) any additional cost directly attributable to the Outbreak in Metso's performance of the contract or otherwise will be borne by the Buyer;
- (e) Each party shall be entitled to terminate this contract by written notice to the other party if the non-performance of the contract due to this Outbreak continues for more than six (6) months.

905320016

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905320016 Invoice Date 12APR2021 Payment Due Date 11JUN2021 Sales Order No / Order Date 302210254 / 12/02/2014																
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Tax ID Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID SAP IN 708746																
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point Project No C.002526 Kami AG & Ball Mills Marking																	
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Metso Outotec Canada Inc.
 795 George V
 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
 Fax +1 514 485 4210
 GST Registration: 869513960
 QST Registration: 1015699406
 FA: CA870

Check Remit To:
 Metso Outotec Canada Inc.
 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

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 Toronto, Ontario, M5W 5W6, Canada
Wire / EFT : HSBC Bank Canada 1000 St Jean Blvd
 Suite 110
 Pointe Claire , Qc H9R 5P1, Transit 10071,
 Financial Institution:016, Swift: HKBCCATT
 128581-001 CAD (if sending Canadian \$ funds)
 128581-070 CAD (if sending US \$ funds)

Invoice Milestone

905320016

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for March 2021				
	GTI (\$21,066) and Kaleido (\$1,558)				
				SubTotal	22,624.00
				Canadian GST/HST	0.00
				Canadian HST	3,393.60
				Total Tax	3,393.60
				Total (USD)	26,017.60
<p>Terms and Conditions</p> <p>Unless the subject of a specific frame agreement with agreed terms and conditions or otherwise agreed in writing with Metso Outotec, the applicable Metso Outotec General Conditions available for download on www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ or available upon request shall apply and this instrument is subject to such Metso Outotec General Conditions.</p> <p>Conditions Générales</p> <p>Sauf en cas d'un contrat-cadre spécifique avec conditions générales convenues ou autrement convenu par écrit avec Metso Outotec, les conditions générales de Metso Outotec pertinentes disponibles en ligne sur www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ ou disponibles sur demande s'appliquent et le présent document est régi par ces conditions générales de Metso Outotec.</p>					

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905352745

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID	Information	Invoice No 905352745 Invoice Date 10MAY2021 Payment Due Date 09JUL2021 Sales Order No / Order Date 302210254 / 12/02/2014													
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Tax ID	Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014														
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	SAP IN 708746															
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point		Project No C.002526 Kami AG & Ball Mills Marking														
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Invoice Milestone

905352745

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for April 2021				
	GTI (\$21,066) and Kaleido (\$1,558)				
				SubTotal	22,624.00
				Canadian GST/HST	0.00
				Canadian HST	3,393.60
				Total Tax	3,393.60
				Total (USD)	26,017.60
<p>Terms and Conditions</p> <p>Unless the subject of a specific frame agreement with agreed terms and conditions or otherwise agreed in writing with Metso Outotec, the applicable Metso Outotec General Conditions available for download on www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ or available upon request shall apply and this instrument is subject to such Metso Outotec General Conditions.</p> <p>Conditions Générales</p> <p>Sauf en cas d'un contrat-cadre spécifique avec conditions générales convenues ou autrement convenu par écrit avec Metso Outotec, les conditions générales de Metso Outotec pertinentes disponibles en ligne sur www.mogroup.com/legal-and-privacy/terms-and-conditions-of-sale/ ou disponibles sur demande s'appliquent et le présent document est régi par ces conditions générales de Metso Outotec.</p>					

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905034481

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905034481 Invoice Date 09JUL2020 Sales Order No / Order Date 302210254 / 12/02/2014																
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID ID 708746																
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 1000 St Jean Blvd Suite 110
 Pointe Claire, QC H9R 5P1, Canada
 Transit: 10071, Financial Institution: 016
 Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

Invoice Milestone

905034481

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for June 2020				
	GTI (\$20,452) and Kaleido (\$ 1,512)				
				SubTotal	21,964.00
				Canadian GST/HST	0.00
				Canadian HST	3,294.60
				Total Tax	3,294.60
				Total (USD)	25,258.60

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CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

1. "Metso" means Metso Minerals Canada Inc., or a Metso corporate affiliate identified in the Proposal. "Proposal" means the Metso proposal, quotation, estimate or other Metso supplied documents and all addenda thereto, including drawings and specifications, that describe the Metso scope of supply. The provisions of this Metso Sales Terms and Conditions document are a part of the Proposal, except to the limited extent specifically provided elsewhere in the Proposal. "Agreement" means the Proposal and any other term, condition, or provision if and to the extent agreed to in writing Metso. "Product(s)" means the Metso supplied equipment and related parts, software, services or documentation as described in the Proposal.

2. **PRICE & PAYMENT.** Prices do not include any sales, use or excise taxes, customs duties or similar charges or fees. Unless otherwise stated in the Agreement, all payments shall be in United States dollars and paid within thirty (30) days of the date of invoice. Partial and transshipments are permitted. Each partial shipment shall be considered delivery, and a pro rata payment shall become due as each partial shipment is made. If shipment is delayed by Buyer, the date the shipment is ready shall be deemed to be the date of shipment for payment purposes. If Buyer fails to pay by the due date, Metso shall be entitled to interest at a rate of 1% per month (12% per annum) not to exceed the maximum permitted by law. THE AGREEMENT IS SUBJECT TO CREDIT APPROVAL. All payments to be made by Buyer pursuant to this Agreement shall be made by Buyer from an account owned by Buyer held at an internationally recognized bank or equivalent financial institution. Should Buyer wish to use any other account or means of payment, such change must be approved by Metso prior to payment being issued.

3. **LETTER OF CREDIT.** This section shall apply in cases where Metso has agreed (as may be indicated in the Agreement) that payments of the purchase price for the Products be made against an Irrevocable Letter of Credit confirmed by a bank acceptable to Metso. In such case, the Letter of Credit shall be issued within forty-five (45) days from the date of issuance of the Agreement and shall remain valid for a period extending until ninety (90) days after the date of final delivery as set forth in the Agreement. It is further agreed that all costs pertaining to obtaining the Letter of Credit, as well as any necessary renewal or extensions shall be entirely assumed by the Buyer, to Metso's entire exoneration. Metso will not commence any work until it has received an original valid Letter of Credit fully in force and effect, the terms and conditions whereof have been mutually agreed upon between both parties and are entirely satisfactory to Metso.

4. **DELIVERY AND TITLE.** Delivery terms shall be defined by an applicable Incoterm. Partial deliveries and transshipments are permitted. All delivery dates are approximate. Title shall transfer upon shipment. If shipment delayed by Buyer, Metso may ship and/or store the Products at Buyer's risk and expense.

5. **LIMITED WARRANTY.** Except as noted below with respect to spare parts and items not of Metso's manufacture and subject to the EXCLUSIONS and limitations below, Metso warrants that the Product(s) will be free of defects in workmanship and material. Except for warranty of title, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF METSO WITH RESPECT TO THE PRODUCT(S). FURTHER METSO MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY METSO. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

6. **EXCLUSIONS TO WARRANTY.** Metso and its suppliers shall have no obligation under the limited warranty as to any Product which has been improperly stored or handled, or which has not been installed, operated or maintained according to Metso or supplier furnished manuals or other written instructions or is operated during the warranty period with other than genuine Metso parts. This limited warranty excludes wear parts or consumables which wear out or are consumed in accordance with industry standards.

7. **REMEDY.** If within twelve (12) months from date of delivery, but not more than eighteen (18) months from date that Buyer is advised by Metso or its distributor that the Product(s) are ready for shipment, Buyer discovers that such item was not as warranted above and promptly notifies Metso in writing thereof, Metso directly or through its distributor shall repair or replace the defective item. Metso spare parts (not including replacement parts furnished under this warranty) are warranted to be free from defects in workmanship and material for six (6) months from date of delivery. This warranty covers the Buyer only and is not transferable. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. These obligations and conditions of the Buyer also extend to replacement parts furnished by Metso hereunder. Buyer's entitlement to warranty remedies is contingent upon Buyer's cooperation in permitting Metso to investigate the defect and in returning replaced parts to Metso, if requested, at Metso's expense. The warranty period shall not be extended by the repair or replacement of a Product or a component of a Product, nor shall there be a separate remedy period for any replacement Product or component.

If, after a reasonable number of repeated efforts, Metso determines that it is unable to repair or replace a defective or nonconforming Product, Buyer shall, at Metso's option, return the Product to Metso (or part thereof, if such does not substantially impair the value of the Product) at Buyer's expense and Metso shall return the purchase price as Buyer's entire and exclusive remedy.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S EXCLUSIVE REMEDY AGAINST METSO AND ITS SUPPLIERS UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.

If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by these terms and conditions.

8. **BUYER'S PERMITS, APPROVALS AND DATA:** Buyer shall provide and pay for all permits and licenses required for the installation and operation of the Products. Timely performance by Metso is contingent upon Buyer's supplying to Metso, when needed, all required technical information and data, including drawing approval, and all required commercial documentation.

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10. **COMPLIANCE.** Compliance with all occupational, health and safety laws or other applicable federal, provincial or municipal laws during any installation, operation, or use of the Product(s) is the sole responsibility of Buyer. Buyer also acknowledges its responsibility for the disposal of any Products (including any computer or other electronic equipment or components) in accordance with applicable law, including any recycling, reporting or record keeping requirements.

11. **NUCLEAR AND HAZARDOUS WASTE USES:** Products shall not be used in or in connection with a nuclear or hazardous waste application, and Buyer agrees to indemnify, defend, and hold Metso harmless from all loss, cost, damage, expense and other liability whatsoever from such use.

12. **RELIEF.** If Metso is hindered or suffers delay in performance due to any cause beyond its reasonable control, including but not limited to war or other hostilities or civil unrest, act of failure to act of government, lack or loss of services or access (such as utilities or roads), act of God, including fire, flood, earthquake, landslide, or extreme weather event, strike or other labor trouble, or any sabotage, the time of performance shall be extended a period of time equal to the period of the resulting inability to perform and its consequences. In no event shall Metso have liability to Buyer arising out of any such delays. If the delay arising under this section is more than 180 days, either party has the right to terminate the Agreement and the parties' respective obligations shall be equitably adjusted. Metso shall be reimbursed and for any additional costs it reasonably incurs as a direct result of Buyer's delay or inability or failure to perform.

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14. **LIMITATION OF LIABILITY.** NEITHER METSO NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT (INCLUDING BREACH OF REPRESENTATION OR WARRANTY) OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR FOR INFRINGEMENT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, FOR LOSS OF USE, PRODUCTION, REVENUE OR PROFIT, OR FOR COST OF CAPITAL, OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE, OR FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

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15. **SECURITY INTEREST AND INSURANCE.** Metso retains and Buyer grants to Metso a security interest in the Product(s) and proceeds and any replacement regardless of mode of attachment to realty or other property to secure payment of all amounts due to Metso. Buyer agrees to do all acts necessary to register and maintain said security interest, and to protect Metso's interest by adequately insuring the Product(s) against loss or damage from any external cause with Metso named as insured or additionally insured.

16. **REJECTION OF GOODS.** All claims giving rise to the rejection of Products must be made by the Buyer in writing within a period of seven (7) business days after the Products are delivered. Failure to make such claim within the stated period shall constitute an irrevocable acceptance of the Products.

17. **DISPUTE RESOLUTION.** Any and all disputes relating to or the Agreement and this document shall be submitted for final settlement (which may not be appealed) by arbitration conducted in Toronto, Ontario pursuant to ADR Chambers Arbitration Rules. The arbitration shall be conducted in the English language by one arbitrator, who shall be chosen by agreement of the parties, provided that if the parties are not able to agree on the selection of an arbitrator, ADR Chambers shall appoint an arbitrator. Arbitrator fees and costs shall be equally shared, but otherwise the parties are responsible for their own legal fees, costs and expenses. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for preliminary injunctive or other interim relief to prevent disclosure of confidential information or misappropriation or other misuse of intellectual property pending final determination in arbitration. The arbitration procedure and enforcement of the arbitration award shall be governed by the Arbitration Act (Ontario) and judgment upon the award by the arbitrator may be entered by any court of competent jurisdiction.

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(a) Except as provided in Section 19 herein, the Agreement shall be governed by the laws of Ontario (without reference to its conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods) and the laws of Canada applicable therein.

(b) No party hereto may assign its rights and obligations under the Agreement to a third party without written consent of the other party hereto.

(c) Buyer will promptly execute and deliver to Metso, at Buyer's expense, such further documentation and take such further actions as Metso may request in order to more effectively carry out the interest and purpose of the Agreement and hereof, including all measures required to register the Agreement and to maintain such registration, where required.

(d) The parties acknowledge that they have required that the Agreement, as well as this document, be drawn up in the English language. Les parties reconnaissent avoir exigé la rédaction en anglais de ladite convention ainsi que ce document. In the event of a conflict between the English and other language versions of the Agreement or this document, the English version shall prevail.

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imposing licensing requirements on the same, including without limitation sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the European Commission or any member state of the European Union (together "Sanctions and Export Control Laws").

(2) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Sanctions and Export Control Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "Sanctions Targets"). (B) Metso shall have the right to suspend performance of its obligations and the right to terminate this Agreement immediately, without liability, if: (1) in its reasonable judgment, circumstances exist that could result in the non-fulfilment of the undertakings herein; (2) the Buyer becomes a Sanctions Target; (3) any bank refuses to receive or otherwise process any payment under the Agreement. (C) Buyer shall reimburse Metso for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by Metso resulting from: (i) Buyer's breach of any of its undertakings herein; or (ii) Metso's suspension or termination of this Agreement pursuant to this section. (D) In the event that the Metso terminates this Agreement pursuant to this section, and without prejudice to Metso's other rights and obligations under this Agreement, Metso shall be entitled to use any money received as a set-off against claims.

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- (a) the affected party will notify the other in writing, outlining the effect of the Outbreak on its performance under this contract;
- (b) Metso shall have no liability for damages to the Buyer, including but not limited to liquidated damages, penalties, fines or fees, whether arising out of or in connection with the Outbreak;
- (c) Metso is entitled to a reasonable extension of time representing the impact of the Outbreak on its performance or delivery obligation; and
- (d) any additional cost directly attributable to the Outbreak in Metso's performance of the contract or otherwise will be borne by the Buyer;
- (e) Each party shall be entitled to terminate this contract by written notice to the other party if the non-performance of the contract due to this Outbreak continues for more than six (6) months.

904784623

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 904784623 Invoice Date 09APR2020 Sales Order No / Order Date 302210254 / 12/02/2014																
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Tax ID Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID ID 708746																
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point Project No C.002526 Kami AG & Ball Mills Marking																	
<table border="1"> <thead> <tr> <th>Item</th> <th>Material / Description</th> <th>Quantity</th> <th>UM</th> <th>Unit Net Price</th> <th>Extended Price</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable</td> <td>1.00</td> <td>EA</td> <td>21,964.00</td> <td>21,964.00</td> </tr> </tbody> </table>						Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price	10	MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable	1.00	EA	21,964.00	21,964.00
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Metso Minerals Canada Inc.
 795 George V
 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
 Fax +1 514 485 4210
 GST Registration: 869513960
 QST Registration: 1015699406
 FA: CA870

Check Remit To:
 Metso Minerals Canada Inc.
 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
 1000 St Jean Blvd Suite 110
 Pointe Claire, QC H9R 5P1, Canada
 Transit: 10071, Financial Institution: 016
 Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

Invoice Milestone

904784623

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for March 2020				
	GTI (\$20,452) and Kaleido (\$ 1,512)				
				SubTotal	21,964.00
				Canadian GST/HST	0.00
				Canadian HST	3,294.60
				Total Tax	3,294.60
				Total (USD)	25,258.60

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Toronto, ON, M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
1000 St Jean Blvd Suite 110
Pointe Claire, QC H9R 5P1, Canada
Transit: 10071, Financial Institution: 016
Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

1. "Metso" means Metso Minerals Canada Inc., or a Metso corporate affiliate identified in the Proposal. "Proposal" means the Metso proposal, quotation, estimate or other Metso supplied documents and all addenda thereto, including drawings and specifications, that describe the Metso scope of supply. The provisions of this Metso Sales Terms and Conditions document are a part of the Proposal, except to the limited extent specifically provided elsewhere in the Proposal. "Agreement" means the Proposal and any other term, condition, or provision if and to the extent agreed to in writing Metso. "Product(s)" means the Metso supplied equipment and related parts, software, services or documentation as described in the Proposal.

2. **PRICE & PAYMENT.** Prices do not include any sales, use or excise taxes, customs duties or similar charges or fees. Unless otherwise stated in the Agreement, all payments shall be in United States dollars and paid within thirty (30) days of the date of invoice. Partial and transshipments are permitted. Each partial shipment shall be considered delivery, and a pro rata payment shall become due as each partial shipment is made. If shipment is delayed by Buyer, the date the shipment is ready shall be deemed to be the date of shipment for payment purposes. If Buyer fails to pay by the due date, Metso shall be entitled to interest at a rate of 1% per month (12% per annum) not to exceed the maximum permitted by law. THE AGREEMENT IS SUBJECT TO CREDIT APPROVAL. All payments to be made by Buyer pursuant to this Agreement shall be made by Buyer from an account owned by Buyer held at an internationally recognized bank or equivalent financial institution. Should Buyer wish to use any other account or means of payment, such change must be approved by Metso prior to payment being issued.

3. **LETTER OF CREDIT.** This section shall apply in cases where Metso has agreed (as may be indicated in the Agreement) that payments of the purchase price for the Products be made against an Irrevocable Letter of Credit confirmed by a bank acceptable to Metso. In such case, the Letter of Credit shall be issued within forty-five (45) days from the date of issuance of the Agreement and shall remain valid for a period extending until ninety (90) days after the date of final delivery as set forth in the Agreement. It is further agreed that all costs pertaining to obtaining the Letter of Credit, as well as any necessary renewal or extensions shall be entirely assumed by the Buyer, to Metso's entire exoneration. Metso will not commence any work until it has received an original valid Letter of Credit fully in force and effect, the terms and conditions whereof have been mutually agreed upon between both parties and are entirely satisfactory to Metso.

4. **DELIVERY AND TITLE.** Delivery terms shall be defined by an applicable Incoterm. Partial deliveries and transshipments are permitted. All delivery dates are approximate. Title shall transfer upon shipment. If shipment delayed by Buyer, Metso may ship and/or store the Products at Buyer's risk and expense.

5. **LIMITED WARRANTY.** Except as noted below with respect to spare parts and items not of Metso's manufacture and subject to the EXCLUSIONS and limitations below, Metso warrants that the Product(s) will be free of defects in workmanship and material. Except for warranty of title, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF METSO WITH RESPECT TO THE PRODUCT(S). FURTHER METSO MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY METSO. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

6. **EXCLUSIONS TO WARRANTY.** Metso and its suppliers shall have no obligation under the limited warranty as to any Product which has been improperly stored or handled, or which has not been installed, operated or maintained according to Metso or supplier furnished manuals or other written instructions or is operated during the warranty period with other than genuine Metso parts. This limited warranty excludes wear parts or consumables which wear out or are consumed in accordance with industry standards.

7. **REMEDY.** If within twelve (12) months from date of delivery, but not more than eighteen (18) months from date that Buyer is advised by Metso or its distributor that the Product(s) are ready for shipment, Buyer discovers that such item was not as warranted above and promptly notifies Metso in writing thereof, Metso directly or through its distributor shall repair or replace the defective item. Metso spare parts (not including replacement parts furnished under this warranty) are warranted to be free from defects in workmanship and material for six (6) months from date of delivery. This warranty covers the Buyer only and is not transferable. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. These obligations and conditions of the Buyer also extend to replacement parts furnished by Metso hereunder. Buyer's entitlement to warranty remedies is contingent upon Buyer's cooperation in permitting Metso to investigate the defect and in returning replaced parts to Metso, if requested, at Metso's expense. The warranty period shall not be extended by the repair or replacement of a Product or a component of a Product, nor shall there be a separate remedy period for any replacement Product or component.

If, after a reasonable number of repeated efforts, Metso determines that it is unable to repair or replace a defective or nonconforming Product, Buyer shall, at Metso's option, return the Product to Metso (or part thereof, if such does not substantially impair the value of the Product) at Buyer's expense and Metso shall return the purchase price as Buyer's entire and exclusive remedy.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S EXCLUSIVE REMEDY AGAINST METSO AND ITS SUPPLIERS UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.

If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by these terms and conditions.

8. **BUYER'S PERMITS, APPROVALS AND DATA:** Buyer shall provide and pay for all permits and licenses required for the installation and operation of the Products. Timely performance by Metso is contingent upon Buyer's supplying to Metso, when needed, all required technical information and data, including drawing approval, and all required commercial documentation.

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Invoice Milestone

1 / 4
14MAY2020

904813284

Bill To Tax ID The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec		Information Invoice No 904813284 Invoice Date 14MAY2020 Sales Order No / Order Date 302210254 / 12/02/2014			
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Sold to ID 708746 The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec					
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point		Project No C.002526 Kami AG & Ball Mills Marking			
Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
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CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

Invoice Milestone

904813284

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for April 2020				
	GTI (\$20,452) and Kaleido (\$ 1,512)				
				SubTotal	21,964.00
				Canadian GST/HST	0.00
				Canadian HST	3,294.60
				Total Tax	3,294.60
				Total (USD)	25,258.60

Metso Minerals Canada Inc.
795 George V
Lachine, QC, H8S 2R9, Canada
Tel +1 514 485 4000
Fax +1 514 485 4210
GST Registration: 869513960
QST Registration: 1015699406
FA: CA870

Check Remit To:
Metso Minerals Canada Inc.
c/o TH1008C (CAD Only)
c/o TH1008U (USD Only)
PO Box 4283, Postal Station A
Toronto, ON, M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
1000 St Jean Blvd Suite 110
Pointe Claire, QC H9R 5P1, Canada
Transit: 10071, Financial Institution: 016
Swift: HKBCCATT
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1. "Metso" means Metso Minerals Canada Inc., or a Metso corporate affiliate identified in the Proposal. "Proposal" means the Metso proposal, quotation, estimate or other Metso supplied documents and all addenda thereto, including drawings and specifications, that describe the Metso scope of supply. The provisions of this Metso Sales Terms and Conditions document are a part of the Proposal, except to the limited extent specifically provided elsewhere in the Proposal. "Agreement" means the Proposal and any other term, condition, or provision if and to the extent agreed to in writing Metso. "Product(s)" means the Metso supplied equipment and related parts, software, services or documentation as described in the Proposal.

2. **PRICE & PAYMENT.** Prices do not include any sales, use or excise taxes, customs duties or similar charges or fees. Unless otherwise stated in the Agreement, all payments shall be in United States dollars and paid within thirty (30) days of the date of invoice. Partial and transshipments are permitted. Each partial shipment shall be considered delivery, and a pro rata payment shall become due as each partial shipment is made. If shipment is delayed by Buyer, the date the shipment is ready shall be deemed to be the date of shipment for payment purposes. If Buyer fails to pay by the due date, Metso shall be entitled to interest at a rate of 1% per month (12% per annum) not to exceed the maximum permitted by law. THE AGREEMENT IS SUBJECT TO CREDIT APPROVAL. All payments to be made by Buyer pursuant to this Agreement shall be made by Buyer from an account owned by Buyer held at an internationally recognized bank or equivalent financial institution. Should Buyer wish to use any other account or means of payment, such change must be approved by Metso prior to payment being issued.

3. **LETTER OF CREDIT.** This section shall apply in cases where Metso has agreed (as may be indicated in the Agreement) that payments of the purchase price for the Products be made against an Irrevocable Letter of Credit confirmed by a bank acceptable to Metso. In such case, the Letter of Credit shall be issued within forty-five (45) days from the date of issuance of the Agreement and shall remain valid for a period extending until ninety (90) days after the date of final delivery as set forth in the Agreement. It is further agreed that all costs pertaining to obtaining the Letter of Credit, as well as any necessary renewal or extensions shall be entirely assumed by the Buyer, to Metso's entire exoneration. Metso will not commence any work until it has received an original valid Letter of Credit fully in force and effect, the terms and conditions whereof have been mutually agreed upon between both parties and are entirely satisfactory to Metso.

4. **DELIVERY AND TITLE.** Delivery terms shall be defined by an applicable Incoterm. Partial deliveries and transshipments are permitted. All delivery dates are approximate. Title shall transfer upon shipment. If shipment delayed by Buyer, Metso may ship and/or store the Products at Buyer's risk and expense.

5. **LIMITED WARRANTY.** Except as noted below with respect to spare parts and items not of Metso's manufacture and subject to the EXCLUSIONS and limitations below, Metso warrants that the Product(s) will be free of defects in workmanship and material. Except for warranty of title, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF METSO WITH RESPECT TO THE PRODUCT(S). FURTHER METSO MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY METSO. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

6. **EXCLUSIONS TO WARRANTY.** Metso and its suppliers shall have no obligation under the limited warranty as to any Product which has been improperly stored or handled, or which has not been installed, operated or maintained according to Metso or supplier furnished manuals or other written instructions or is operated during the warranty period with other than genuine Metso parts. This limited warranty excludes wear parts or consumables which wear out or are consumed in accordance with industry standards.

7. **REMEDY.** If within twelve (12) months from date of delivery, but not more than eighteen (18) months from date that Buyer is advised by Metso or its distributor that the Product(s) are ready for shipment, Buyer discovers that such item was not as warranted above and promptly notifies Metso in writing thereof, Metso directly or through its distributor shall repair or replace the defective item. Metso spare parts (not including replacement parts furnished under this warranty) are warranted to be free from defects in workmanship and material for six (6) months from date of delivery. This warranty covers the Buyer only and is not transferable. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. These obligations and conditions of the Buyer also extend to replacement parts furnished by Metso hereunder. Buyer's entitlement to warranty remedies is contingent upon Buyer's cooperation in permitting Metso to investigate the defect and in returning replaced parts to Metso, if requested, at Metso's expense. The warranty period shall not be extended by the repair or replacement of a Product or a component of a Product, nor shall there be a separate remedy period for any replacement Product or component.

If, after a reasonable number of repeated efforts, Metso determines that it is unable to repair or replace a defective or nonconforming Product, Buyer shall, at Metso's option, return the Product to Metso (or part thereof, if such does not substantially impair the value of the Product) at Buyer's expense and Metso shall return the purchase price as Buyer's entire and exclusive remedy.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S EXCLUSIVE REMEDY AGAINST METSO AND ITS SUPPLIERS UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.

If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by these terms and conditions.

8. **BUYER'S PERMITS, APPROVALS AND DATA:** Buyer shall provide and pay for all permits and licenses required for the installation and operation of the Products. Timely performance by Metso is contingent upon Buyer's supplying to Metso, when needed, all required technical information and data, including drawing approval, and all required commercial documentation.

9. **FOUNDATIONS.** Buyer shall be solely responsible for foundations and their construction. Any plans furnished by Metso shall be considered examples only, and Metso assumes no responsibility for foundation adequacy or for any direct or indirect damages whatsoever incurred as a result of inadequate foundations or reactions to foundations of Products.

10. **COMPLIANCE.** Compliance with all occupational, health and safety laws or other applicable federal, provincial or municipal laws during any installation, operation, or use of the Product(s) is the sole responsibility of Buyer. Buyer also acknowledges its responsibility for the disposal of any Products (including any computer or other electronic equipment or components) in accordance with applicable law, including any recycling, reporting or record keeping requirements.

11. **NUCLEAR AND HAZARDOUS WASTE USES:** Products shall not be used in or in connection with a nuclear or hazardous waste application, and Buyer agrees to indemnify, defend, and hold Metso harmless from all loss, cost, damage, expense and other liability whatsoever from such use.

12. **RELIEF.** If Metso is hindered or suffers delay in performance due to any cause beyond its reasonable control, including but not limited to war or other hostilities or civil unrest, act of failure to act of government, lack or loss of services or access (such as utilities or roads), act of God, including fire, flood, earthquake, landslide, or extreme weather event, strike or other labor trouble, or any sabotage, the time of performance shall be extended a period of time equal to the period of the resulting inability to perform and its consequences. In no event shall Metso have liability to Buyer arising out of any such delays. If the delay arising under this section is more than 180 days, either party has the right to terminate the Agreement and the parties' respective obligations shall be equitably adjusted. Metso shall be reimbursed and for any additional costs it reasonably incurs as a direct result of Buyer's delay or inability or failure to perform.

13. **INTELLECTUAL PROPERTY.** (a) Metso shall pay costs and damages finally awarded by a court in a suit against Buyer to the extent based upon a finding that the design or construction of the Product(s) as furnished infringes a Canadian patent or copyright (except infringement occurring as a result of incorporating a design or modification at Buyer's request or Buyer's use of the Products in a manner contrary to the Agreement or Metso's manuals or instructions) provided that Buyer promptly notifies Metso in writing of any charge of such infringement, and Metso is given the right at its expense to settle such charge and to defend and control the defense of any suit based upon such charge. THIS SECTION SETS FORTH METSO'S EXCLUSIVE LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY. (b) All drawings, specifications, data, software, firmware, manuals, instructions, documentation or other works of authorship furnished by Metso to Buyer are copyrighted property of Metso or its suppliers, and are to be used by Buyer only for the purpose of installing, operating, maintaining and repairing the Product(s). Such works and data may not be otherwise used or reproduced or disclosed. (c) Metso or its suppliers retain all right, title and interest in and to its and their inventions, discoveries, concepts, ideas or other intellectual property embodied in or related to its Product(s).

14. **LIMITATION OF LIABILITY.** NEITHER METSO NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT (INCLUDING BREACH OF REPRESENTATION OR WARRANTY) OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR FOR INFRINGEMENT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, FOR LOSS OF USE, PRODUCTION, REVENUE OR PROFIT, OR FOR COST OF CAPITAL, OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE, OR FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

IN ANY EVENT, METSO'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO 25% OF THE PURCHASE PRICE TO THE EXTENT PAID BY BUYER OR SUCH OTHER LIABILITY CAP AS MAY BE PROVIDED ELSEWHERE IN THE AGREEMENT, WHICHEVER IS LESS.

The limitation of liability contained in this section shall be effective without regard to (i) Metso's performance or failure or delay of performance under any other term or condition of this Agreement, including any warranty or remedy or (ii) the invalidity or unenforceability of any other limitation, disclaimer or exclusion of any warranty, remedy or other right.

15. **SECURITY INTEREST AND INSURANCE.** Metso retains and Buyer grants to Metso a security interest in the Product(s) and proceeds and any replacement regardless of mode of attachment to realty or other property to secure payment of all amounts due to Metso. Buyer agrees to do all acts necessary to register and maintain said security interest, and to protect Metso's interest by adequately insuring the Product(s) against loss or damage from any external cause with Metso named as insured or additionally insured.

16. **REJECTION OF GOODS.** All claims giving rise to the rejection of Products must be made by the Buyer in writing within a period of seven (7) business days after the Products are delivered. Failure to make such claim within the stated period shall constitute an irrevocable acceptance of the Products.

17. **DISPUTE RESOLUTION.** Any and all disputes relating to or the Agreement and this document shall be submitted for final settlement (which may not be appealed) by arbitration conducted in Toronto, Ontario pursuant to ADR Chambers Arbitration Rules. The arbitration shall be conducted in the English language by one arbitrator, who shall be chosen by agreement of the parties, provided that if the parties are not able to agree on the selection of an arbitrator, ADR Chambers shall appoint an arbitrator. Arbitrator fees and costs shall be equally shared, but otherwise the parties are responsible for their own legal fees, costs and expenses. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for preliminary injunctive or other interim relief to prevent disclosure of confidential information or misappropriation or other misuse of intellectual property pending final determination in arbitration. The arbitration procedure and enforcement of the arbitration award shall be governed by the Arbitration Act (Ontario) and judgment upon the award by the arbitrator may be entered by any court of competent jurisdiction.

18. GENERAL.

(a) Except as provided in Section 19 herein, the Agreement shall be governed by the laws of Ontario (without reference to its conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods) and the laws of Canada applicable therein.

(b) No party hereto may assign its rights and obligations under the Agreement to a third party without written consent of the other party hereto.

(c) Buyer will promptly execute and deliver to Metso, at Buyer's expense, such further documentation and take such further actions as Metso may request in order to more effectively carry out the interest and purpose of the Agreement and hereof, including all measures required to register the Agreement and to maintain such registration, where required.

(d) The parties acknowledge that they have required that the Agreement, as well as this document, be drawn up in the English language. Les parties reconnaissent avoir exigé la rédaction en anglais de ladite convention ainsi que ce document. In the event of a conflict between the English and other language versions of the Agreement or this document, the English version shall prevail.

19. **SANCTIONS AND EXPORT CONTROL LAWS: (A)** Buyer and Metso undertake as follows: (1) To comply with any and all laws and regulations applicable to Buyer or Metso with respect to the Agreement and any action taken pursuant to either prohibiting or otherwise restricting trade with any individual, entity or jurisdiction, or

imposing licensing requirements on the same, including without limitation sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the European Commission or any member state of the European Union (together "Sanctions and Export Control Laws").

(2) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Sanctions and Export Control Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "Sanctions Targets"). (B) Metso shall have the right to suspend performance of its obligations and the right to terminate this Agreement immediately, without liability, if: (1) in its reasonable judgment, circumstances exist that could result in the non-fulfilment of the undertakings herein; (2) the Buyer becomes a Sanctions Target; (3) any bank refuses to receive or otherwise process any payment under the Agreement. (C) Buyer shall reimburse Metso for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by Metso resulting from: (i) Buyer's breach of any of its undertakings herein; or (ii) Metso's suspension or termination of this Agreement pursuant to this section. (D) In the event that the Metso terminates this Agreement pursuant to this section, and without prejudice to Metso's other rights and obligations under this Agreement, Metso shall be entitled to use any money received as a set-off against claims.

20. **COVID-19** The parties are aware that the Coronavirus COVID-19 (#Outbreak") was declared a pandemic by the World Health Organization on March 11th, 2020. This Outbreak may or may not impact the normal execution and performance of this contract. Should there be an impact to performance of this contract, the parties agree:

- (a) the affected party will notify the other in writing, outlining the effect of the Outbreak on its performance under this contract;
- (b) Metso shall have no liability for damages to the Buyer, including but not limited to liquidated damages, penalties, fines or fees, whether arising out of or in connection with the Outbreak;
- (c) Metso is entitled to a reasonable extension of time representing the impact of the Outbreak on its performance or delivery obligation; and
- (d) any additional cost directly attributable to the Outbreak in Metso's performance of the contract or otherwise will be borne by the Buyer;
- (e) Each party shall be entitled to terminate this contract by written notice to the other party if the non-performance of the contract due to this Outbreak continues for more than six (6) months.

905003450

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 905003450 Invoice Date 10JUN2020 Sales Order No / Order Date 302210254 / 12/02/2014																
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID ID 708746																
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point Project No C.002526 Kami AG & Ball Mills Marking																	
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15. **SECURITY INTEREST AND INSURANCE.** Metso retains and Buyer grants to Metso a security interest in the Product(s) and proceeds and any replacement regardless of mode of attachment to realty or other property to secure payment of all amounts due to Metso. Buyer agrees to do all acts necessary to register and maintain said security interest, and to protect Metso's interest by adequately insuring the Product(s) against loss or damage from any external cause with Metso named as insured or additionally insured.

16. **REJECTION OF GOODS.** All claims giving rise to the rejection of Products must be made by the Buyer in writing within a period of seven (7) business days after the Products are delivered. Failure to make such claim within the stated period shall constitute an irrevocable acceptance of the Products.

17. **DISPUTE RESOLUTION.** Any and all disputes relating to or the Agreement and this document shall be submitted for final settlement (which may not be appealed) by arbitration conducted in Toronto, Ontario pursuant to ADR Chambers Arbitration Rules. The arbitration shall be conducted in the English language by one arbitrator, who shall be chosen by agreement of the parties, provided that if the parties are not able to agree on the selection of an arbitrator, ADR Chambers shall appoint an arbitrator. Arbitrator fees and costs shall be equally shared, but otherwise the parties are responsible for their own legal fees, costs and expenses. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for preliminary injunctive or other interim relief to prevent disclosure of confidential information or misappropriation or other misuse of intellectual property pending final determination in arbitration. The arbitration procedure and enforcement of the arbitration award shall be governed by the Arbitration Act (Ontario) and judgment upon the award by the arbitrator may be entered by any court of competent jurisdiction.

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(a) Except as provided in Section 19 herein, the Agreement shall be governed by the laws of Ontario (without reference to its conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods) and the laws of Canada applicable therein.

(b) No party hereto may assign its rights and obligations under the Agreement to a third party without written consent of the other party hereto.

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imposing licensing requirements on the same, including without limitation sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the European Commission or any member state of the European Union (together "Sanctions and Export Control Laws").

(2) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Sanctions and Export Control Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "Sanctions Targets"). (B) Metso shall have the right to suspend performance of its obligations and the right to terminate this Agreement immediately, without liability, if: (1) in its reasonable judgment, circumstances exist that could result in the non-fulfilment of the undertakings herein; (2) the Buyer becomes a Sanctions Target; (3) any bank refuses to receive or otherwise process any payment under the Agreement. (C) Buyer shall reimburse Metso for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by Metso resulting from: (i) Buyer's breach of any of its undertakings herein; or (ii) Metso's suspension or termination of this Agreement pursuant to this section. (D) In the event that the Metso terminates this Agreement pursuant to this section, and without prejudice to Metso's other rights and obligations under this Agreement, Metso shall be entitled to use any money received as a set-off against claims.

20. **COVID-19** The parties are aware that the Coronavirus COVID-19 (#Outbreak") was declared a pandemic by the World Health Organization on March 11th, 2020. This Outbreak may or may not impact the normal execution and performance of this contract. Should there be an impact to performance of this contract, the parties agree:

- (a) the affected party will notify the other in writing, outlining the effect of the Outbreak on its performance under this contract;
- (b) Metso shall have no liability for damages to the Buyer, including but not limited to liquidated damages, penalties, fines or fees, whether arising out of or in connection with the Outbreak;
- (c) Metso is entitled to a reasonable extension of time representing the impact of the Outbreak on its performance or delivery obligation; and
- (d) any additional cost directly attributable to the Outbreak in Metso's performance of the contract or otherwise will be borne by the Buyer;
- (e) Each party shall be entitled to terminate this contract by written notice to the other party if the non-performance of the contract due to this Outbreak continues for more than six (6) months.



Invoice Milestone

1 / 4
09MAR2020

904755657

Bill To Tax ID The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 904755657 Invoice Date 09MAR2020 Sales Order No / Order Date 302210254 / 12/02/2014												
Ship To Tax ID Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014												
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 Fax +1 514 485 4210
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 QST Registration: 1015699406
 FA: CA870

Check Remit To:
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 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
 1000 St Jean Blvd Suite 110
 Pointe Claire, QC H9R 5P1, Canada
 Transit: 10071, Financial Institution: 016
 Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

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				Canadian HST	3,294.60
				Total Tax	3,294.60
				Total (USD)	25,258.60

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1. "Metso" means Metso Minerals Canada Inc., or a Metso corporate affiliate identified in the Proposal. "Proposal" means the Metso proposal, quotation, estimate or other Metso supplied documents and all addenda thereto, including drawings and specifications, that describe the Metso scope of supply. The provisions of this Metso Sales Terms and Conditions document are a part of the Proposal, except to the limited extent specifically provided elsewhere in the Proposal. "Agreement" means the Proposal and any other term, condition, or provision if and to the extent agreed to in writing Metso. "Product(s)" means the Metso supplied equipment and related parts, software, services or documentation as described in the Proposal.

2. **PRICE & PAYMENT.** Prices do not include any sales, use or excise taxes, customs duties or similar charges or fees. Unless otherwise stated in the Agreement, all payments shall be in United States dollars and paid within thirty (30) days of the date of invoice. Partial and transshipments are permitted. Each partial shipment shall be considered delivery, and a pro rata payment shall become due as each partial shipment is made. If shipment is delayed by Buyer, the date the shipment is ready shall be deemed to be the date of shipment for payment purposes. If Buyer fails to pay by the due date, Metso shall be entitled to interest at a rate of 1% per month (12% per annum) not to exceed the maximum permitted by law. THE AGREEMENT IS SUBJECT TO CREDIT APPROVAL. All payments to be made by Buyer pursuant to this Agreement shall be made by Buyer from an account owned by Buyer held at an internationally recognized bank or equivalent financial institution. Should Buyer wish to use any other account or means of payment, such change must be approved by Metso prior to payment being issued.

3. **LETTER OF CREDIT.** This section shall apply in cases where Metso has agreed (as may be indicated in the Agreement) that payments of the purchase price for the Products be made against an Irrevocable Letter of Credit confirmed by a bank acceptable to Metso. In such case, the Letter of Credit shall be issued within forty-five (45) days from the date of issuance of the Agreement and shall remain valid for a period extending until ninety (90) days after the date of final delivery as set forth in the Agreement. It is further agreed that all costs pertaining to obtaining the Letter of Credit, as well as any necessary renewal or extensions shall be entirely assumed by the Buyer, to Metso's entire exoneration. Metso will not commence any work until it has received an original valid Letter of Credit fully in force and effect, the terms and conditions whereof have been mutually agreed upon between both parties and are entirely satisfactory to Metso.

4. **DELIVERY AND TITLE.** Delivery terms shall be defined by an applicable Incoterm. Partial deliveries and transshipments are permitted. All delivery dates are approximate. Title shall transfer upon shipment. If shipment delayed by Buyer, Metso may ship and/or store the Products at Buyer's risk and expense.

5. **LIMITED WARRANTY.** Except as noted below with respect to spare parts and items not of Metso's manufacture and subject to the EXCLUSIONS and limitations below, Metso warrants that the Product(s) will be free of defects in workmanship and material. Except for warranty of title, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF METSO WITH RESPECT TO THE PRODUCT(S). FURTHER METSO MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY METSO. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

6. **EXCLUSIONS TO WARRANTY.** Metso and its suppliers shall have no obligation under the limited warranty as to any Product which has been improperly stored or handled, or which has not been installed, operated or maintained according to Metso or supplier furnished manuals or other written instructions or is operated during the warranty period with other than genuine Metso parts. This limited warranty excludes wear parts or consumables which wear out or are consumed in accordance with industry standards.

7. **REMEDY.** If within twelve (12) months from date of delivery, but not more than eighteen (18) months from date that Buyer is advised by Metso or its distributor that the Product(s) are ready for shipment, Buyer discovers that such item was not as warranted above and promptly notifies Metso in writing thereof, Metso directly or through its distributor shall repair or replace the defective item. Metso spare parts (not including replacement parts furnished under this warranty) are warranted to be free from defects in workmanship and material for six (6) months from date of delivery. This warranty covers the Buyer only and is not transferable. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. These obligations and conditions of the Buyer also extend to replacement parts furnished by Metso hereunder. Buyer's entitlement to warranty remedies is contingent upon Buyer's cooperation in permitting Metso to investigate the defect and in returning replaced parts to Metso, if requested, at Metso's expense. The warranty period shall not be extended by the repair or replacement of a Product or a component of a Product, nor shall there be a separate remedy period for any replacement Product or component.

If, after a reasonable number of repeated efforts, Metso determines that it is unable to repair or replace a defective or nonconforming Product, Buyer shall, at Metso's option, return the Product to Metso (or part thereof, if such does not substantially impair the value of the Product) at Buyer's expense and Metso shall return the purchase price as Buyer's entire and exclusive remedy.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S EXCLUSIVE REMEDY AGAINST METSO AND ITS SUPPLIERS UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.

If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by these terms and conditions.

8. **BUYER'S PERMITS, APPROVALS AND DATA:** Buyer shall provide and pay for all permits and licenses required for the installation and operation of the Products. Timely performance by Metso is contingent upon Buyer's supplying to Metso, when needed, all required technical information and data, including drawing approval, and all required commercial documentation.

9. **FOUNDATIONS.** Buyer shall be solely responsible for foundations and their construction. Any plans furnished by Metso shall be considered examples only, and Metso assumes no responsibility for foundation adequacy or for any direct or indirect damages whatsoever incurred as a result of inadequate foundations or reactions to foundations of Products.

10. **COMPLIANCE.** Compliance with all occupational, health and safety laws or other applicable federal, provincial or municipal laws during any installation, operation, or use of the Product(s) is the sole responsibility of Buyer. Buyer also acknowledges its responsibility for the disposal of any Products (including any computer or other electronic equipment or components) in accordance with applicable law, including any recycling, reporting or record keeping requirements.

11. **NUCLEAR AND HAZARDOUS WASTE USES:** Products shall not be used in or in connection with a nuclear or hazardous waste application, and Buyer agrees to indemnify, defend, and hold Metso harmless from all loss, cost, damage, expense and other liability whatsoever from such use.

12. **RELIEF.** If Metso is hindered or suffers delay in performance due to any cause beyond its reasonable control, including but not limited to war or other hostilities or civil unrest, act or failure to act of government, lack or loss of services or access (such as utilities or roads), act of God, including fire, flood, earthquake, landslide, or extreme weather event, strike or other labor trouble, or any sabotage, the time of performance shall be extended a period of time equal to the period of the resulting inability to perform and its consequences. In no event shall Metso have liability to Buyer arising out of any such delays. If the delay arising under this section is more than 180 days, either party has the right to terminate the Agreement and the parties' respective obligations shall be equitably adjusted. Metso shall be reimbursed and for any additional costs it reasonably incurs as a direct result of Buyer's delay or inability or failure to perform.

13. **INTELLECTUAL PROPERTY.** (a) Metso shall pay costs and damages finally awarded by a court in a suit against Buyer to the extent based upon a finding that the design or construction of the Product(s) as furnished infringes a Canadian patent or copyright (except infringement occurring as a result of incorporating a design or modification at Buyer's request or Buyer's use of the Products in a manner contrary to the Agreement or Metso's manuals or instructions) provided that Buyer promptly notifies Metso in writing of any charge of such infringement, and Metso is given the right at its expense to settle such charge and to defend and control the defense of any suit based upon such charge. THIS SECTION SETS FORTH METSO'S EXCLUSIVE LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY. (b) All drawings, specifications, data, software, firmware, manuals, instructions, documentation or other works of authorship furnished by Metso to Buyer are copyrighted property of Metso or its suppliers, and are to be used by Buyer only for the purpose of installing, operating, maintaining and repairing the Product(s). Such works and data may not be otherwise used or reproduced or disclosed. (c) Metso or its suppliers retain all right, title and interest in and to its and their inventions, discoveries, concepts, ideas or other intellectual property embodied in or related to its Product(s).

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USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

1. "Metso" means Metso Minerals Canada Inc., or a Metso corporate affiliate identified in the Proposal. "Proposal" means the Metso proposal, quotation, estimate or other Metso supplied documents and all addenda thereto, including drawings and specifications, that describe the Metso scope of supply. The provisions of this Metso Sales Terms and Conditions document are a part of the Proposal, except to the limited extent specifically provided elsewhere in the Proposal. "Agreement" means the Proposal and any other term, condition, or provision if and to the extent agreed to in writing Metso. "Product(s)" means the Metso supplied equipment and related parts, software, services or documentation as described in the Proposal.

2. **PRICE & PAYMENT.** Prices do not include any sales, use or excise taxes, customs duties or similar charges or fees. Unless otherwise stated in the Agreement, all payments shall be in United States dollars and paid within thirty (30) days of the date of invoice. Partial and transshipments are permitted. Each partial shipment shall be considered delivery, and a pro rata payment shall become due as each partial shipment is made. If shipment is delayed by Buyer, the date the shipment is ready shall be deemed to be the date of shipment for payment purposes. If Buyer fails to pay by the due date, Metso shall be entitled to interest at a rate of 1% per month (12% per annum) not to exceed the maximum permitted by law. THE AGREEMENT IS SUBJECT TO CREDIT APPROVAL. All payments to be made by Buyer pursuant to this Agreement shall be made by Buyer from an account owned by Buyer held at an internationally recognized bank or equivalent financial institution. Should Buyer wish to use any other account or means of payment, such change must be approved by Metso prior to payment being issued.

3. **LETTER OF CREDIT.** This section shall apply in cases where Metso has agreed (as may be indicated in the Agreement) that payments of the purchase price for the Products be made against an Irrevocable Letter of Credit confirmed by a bank acceptable to Metso. In such case, the Letter of Credit shall be issued within forty-five (45) days from the date of issuance of the Agreement and shall remain valid for a period extending until ninety (90) days after the date of final delivery as set forth in the Agreement. It is further agreed that all costs pertaining to obtaining the Letter of Credit, as well as any necessary renewal or extensions shall be entirely assumed by the Buyer, to Metso's entire exoneration. Metso will not commence any work until it has received an original valid Letter of Credit fully in force and effect, the terms and conditions whereof have been mutually agreed upon between both parties and are entirely satisfactory to Metso.

4. **DELIVERY AND TITLE.** Delivery terms shall be defined by an applicable Incoterm. Partial deliveries and transshipments are permitted. All delivery dates are approximate. Title shall transfer upon shipment. If shipment delayed by Buyer, Metso may ship and/or store the Products at Buyer's risk and expense.

5. **LIMITED WARRANTY.** Except as noted below with respect to spare parts and items not of Metso's manufacture and subject to the EXCLUSIONS and limitations below, Metso warrants that the Product(s) will be free of defects in workmanship and material. Except for warranty of title, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF METSO WITH RESPECT TO THE PRODUCT(S). FURTHER METSO MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY METSO. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

6. **EXCLUSIONS TO WARRANTY.** Metso and its suppliers shall have no obligation under the limited warranty as to any Product which has been improperly stored or handled, or which has not been installed, operated or maintained according to Metso or supplier furnished manuals or other written instructions or is operated during the warranty period with other than genuine Metso parts. This limited warranty excludes wear parts or consumables which wear out or are consumed in accordance with industry standards.

7. **REMEDY.** If within twelve (12) months from date of delivery, but not more than eighteen (18) months from date that Buyer is advised by Metso or its distributor that the Product(s) are ready for shipment, Buyer discovers that such item was not as warranted above and promptly notifies Metso in writing thereof, Metso directly or through its distributor shall repair or replace the defective item. Metso spare parts (not including replacement parts furnished under this warranty) are warranted to be free from defects in workmanship and material for six (6) months from date of delivery. This warranty covers the Buyer only and is not transferable. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. These obligations and conditions of the Buyer also extend to replacement parts furnished by Metso hereunder. Buyer's entitlement to warranty remedies is contingent upon Buyer's cooperation in permitting Metso to investigate the defect and in returning replaced parts to Metso, if requested, at Metso's expense. The warranty period shall not be extended by the repair or replacement of a Product or a component of a Product, nor shall there be a separate remedy period for any replacement Product or component.

If, after a reasonable number of repeated efforts, Metso determines that it is unable to repair or replace a defective or nonconforming Product, Buyer shall, at Metso's option, return the Product to Metso (or part thereof, if such does not substantially impair the value of the Product) at Buyer's expense and Metso shall return the purchase price as Buyer's entire and exclusive remedy.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S EXCLUSIVE REMEDY AGAINST METSO AND ITS SUPPLIERS UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.

If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by these terms and conditions.

8. **BUYER'S PERMITS, APPROVALS AND DATA:** Buyer shall provide and pay for all permits and licenses required for the installation and operation of the Products. Timely performance by Metso is contingent upon Buyer's supplying to Metso, when needed, all required technical information and data, including drawing approval, and all required commercial documentation.

9. **FOUNDATIONS.** Buyer shall be solely responsible for foundations and their construction. Any plans furnished by Metso shall be considered examples only, and Metso assumes no responsibility for foundation adequacy or for any direct or indirect damages whatsoever incurred as a result of inadequate foundations or reactions to foundations of Products.

10. **COMPLIANCE.** Compliance with all occupational, health and safety laws or other applicable federal, provincial or municipal laws during any installation, operation, or use of the Product(s) is the sole responsibility of Buyer. Buyer also acknowledges its responsibility for the disposal of any Products (including any computer or other electronic equipment or components) in accordance with applicable law, including any recycling, reporting or record keeping requirements.

11. **NUCLEAR AND HAZARDOUS WASTE USES:** Products shall not be used in or in connection with a nuclear or hazardous waste application, and Buyer agrees to indemnify, defend, and hold Metso harmless from all loss, cost, damage, expense and other liability whatsoever from such use.

12. **RELIEF.** If Metso is hindered or suffers delay in performance due to any cause beyond its reasonable control, including but not limited to war or other hostilities or civil unrest, act of failure to act of government, lack or loss of services or access (such as utilities or roads), act of God, including fire, flood, earthquake, landslide, or extreme weather event, strike or other labor trouble, or any sabotage, the time of performance shall be extended a period of time equal to the period of the resulting inability to perform and its consequences. In no event shall Metso have liability to Buyer arising out of any such delays. If the delay arising under this section is more than 180 days, either party has the right to terminate the Agreement and the parties' respective obligations shall be equitably adjusted. Metso shall be reimbursed and for any additional costs it reasonably incurs as a direct result of Buyer's delay or inability or failure to perform.

13. **INTELLECTUAL PROPERTY.** (a) Metso shall pay costs and damages finally awarded by a court in a suit against Buyer to the extent based upon a finding that the design or construction of the Product(s) as furnished infringes a Canadian patent or copyright (except infringement occurring as a result of incorporating a design or modification at Buyer's request or Buyer's use of the Products in a manner contrary to the Agreement or Metso's manuals or instructions) provided that Buyer promptly notifies Metso in writing of any charge of such infringement, and Metso is given the right at its expense to settle such charge and to defend and control the defense of any suit based upon such charge. THIS SECTION SETS FORTH METSO'S EXCLUSIVE LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY. (b) All drawings, specifications, data, software, firmware, manuals, instructions, documentation or other works of authorship furnished by Metso to Buyer are copyrighted property of Metso or its suppliers, and are to be used by Buyer only for the purpose of installing, operating, maintaining and repairing the Product(s). Such works and data may not be otherwise used or reproduced or disclosed. (c) Metso or its suppliers retain all right, title and interest in and to its and their inventions, discoveries, concepts, ideas or other intellectual property embodied in or related to its Product(s).

14. **LIMITATION OF LIABILITY.** NEITHER METSO NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT (INCLUDING BREACH OF REPRESENTATION OR WARRANTY) OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR FOR INFRINGEMENT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, FOR LOSS OF USE, PRODUCTION, REVENUE OR PROFIT, OR FOR COST OF CAPITAL, OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE, OR FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

IN ANY EVENT, METSO'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO 25% OF THE PURCHASE PRICE TO THE EXTENT PAID BY BUYER OR SUCH OTHER LIABILITY CAP AS MAY BE PROVIDED ELSEWHERE IN THE AGREEMENT, WHICHEVER IS LESS.

The limitation of liability contained in this section shall be effective without regard to (i) Metso's performance or failure or delay of performance under any other term or condition of this Agreement, including any warranty or remedy or (ii) the invalidity or unenforceability of any other limitation, disclaimer or exclusion of any warranty, remedy or other right.

15. **SECURITY INTEREST AND INSURANCE.** Metso retains and Buyer grants to Metso a security interest in the Product(s) and proceeds and any replacement regardless of mode of attachment to realty or other property to secure payment of all amounts due to Metso. Buyer agrees to do all acts necessary to register and maintain said security interest, and to protect Metso's interest by adequately insuring the Product(s) against loss or damage from any external cause with Metso named as insured or additionally insured.

16. **REJECTION OF GOODS.** All claims giving rise to the rejection of Products must be made by the Buyer in writing within a period of seven (7) business days after the Products are delivered. Failure to make such claim within the stated period shall constitute an irrevocable acceptance of the Products.

17. **DISPUTE RESOLUTION.** Any and all disputes relating to or the Agreement and this document shall be submitted for final settlement (which may not be appealed) by arbitration conducted in Toronto, Ontario pursuant to ADR Chambers Arbitration Rules. The arbitration shall be conducted in the English language by one arbitrator, who shall be chosen by agreement of the parties, provided that if the parties are not able to agree on the selection of an arbitrator, ADR Chambers shall appoint an arbitrator. Arbitrator fees and costs shall be equally shared, but otherwise the parties are responsible for their own legal fees, costs and expenses. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for preliminary injunctive or other interim relief to prevent disclosure of confidential information or misappropriation or other misuse of intellectual property pending final determination in arbitration. The arbitration procedure and enforcement of the arbitration award shall be governed by the Arbitration Act (Ontario) and judgment upon the award by the arbitrator may be entered by any court of competent jurisdiction.

18. GENERAL.

(a) Except as provided in Section 19 herein, the Agreement shall be governed by the laws of Ontario (without reference to its conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods) and the laws of Canada applicable therein.

(b) No party hereto may assign its rights and obligations under the Agreement to a third party without written consent of the other party hereto.

(c) Buyer will promptly execute and deliver to Metso, at Buyer's expense, such further documentation and take such further actions as Metso may request in order to more effectively carry out the interest and purpose of the Agreement and hereof, including all measures required to register the Agreement and to maintain such registration, where required.

(d) The parties acknowledge that they have required that the Agreement, as well as this document, be drawn up in the English language. Les parties reconnaissent avoir exigé la rédaction en anglais de ladite convention ainsi que ce document. In the event of a conflict between the English and other language versions of the Agreement or this document, the English version shall prevail.

19. **SANCTIONS AND EXPORT CONTROL LAWS: (A)** Buyer and Metso undertake as follows: (1) To comply with any and all laws and regulations applicable to Buyer or Metso with respect to the Agreement and any action taken pursuant to either prohibiting or otherwise restricting trade with any individual, entity or jurisdiction, or

imposing licensing requirements on the same, including without limitation sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the European Commission or any member state of the European Union (together "Sanctions and Export Control Laws").

(2) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Sanctions and Export Control Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "Sanctions Targets"). (B) Metso shall have the right to suspend performance of its obligations and the right to terminate this Agreement immediately, without liability, if: (1) in its reasonable judgment, circumstances exist that could result in the non-fulfilment of the undertakings herein; (2) the Buyer becomes a Sanctions Target; (3) any bank refuses to receive or otherwise process any payment under the Agreement. (C) Buyer shall reimburse Metso for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by Metso resulting from: (i) Buyer's breach of any of its undertakings herein; or (ii) Metso's suspension or termination of this Agreement pursuant to this section. (D) In the event that the Metso terminates this Agreement pursuant to this section, and without prejudice to Metso's other rights and obligations under this Agreement, Metso shall be entitled to use any money received as a set-off against claims.

904683615

Bill To Tax ID The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec		Information Invoice No 904683615 Invoice Date 16DEC2019 Sales Order No / Order Date 302210254 / 12/02/2014			
Ship To Tax ID Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.		Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014			
Sold to ID 708746 The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec					
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point		Project No C.002526 Kami AG & Ball Mills Marking			
Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
10	MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable	1.00	EA	21,324.00	21,324.00

Metso Minerals Canada Inc.
 795 George V
 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
 Fax +1 514 485 4210
 GST Registration: 869513960
 QST Registration: 1015699406
 FA: CA870

Check Remit To:
 Metso Minerals Canada Inc.
 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
 1000 St Jean Blvd Suite 110
 Pointe Claire, QC H9R 5P1, Canada
 Transit: 10071, Financial Institution: 016
 Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

Invoice Milestone

904683615

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for November 2019				
	GTI (\$19,856) and Kaleido (\$1,468)				
	Please note: Starting January 2020, a 3% price increase will be applied.				
				SubTotal	21,324.00
				Canadian GST/HST	0.00
				Canadian HST	3,198.60
				Total Tax	3,198.60
				Total (USD)	24,522.60

Metso Minerals Canada Inc.
795 George V
Lachine, QC, H8S 2R9, Canada
Tel +1 514 485 4000
Fax +1 514 485 4210
GST Registration: 869513960
QST Registration: 1015699406
FA: CA870

Check Remit To:
Metso Minerals Canada Inc.
c/o TH1008C (CAD Only)
c/o TH1008U (USD Only)
PO Box 4283, Postal Station A
Toronto, ON, M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
1000 St Jean Blvd Suite 110
Pointe Claire, QC H9R 5P1, Canada
Transit: 10071, Financial Institution: 016
Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

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14. **LIMITATION OF LIABILITY.** NEITHER METSO NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT (INCLUDING BREACH OF REPRESENTATION OR WARRANTY) OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR FOR INFRINGEMENT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, FOR LOSS OF USE, PRODUCTION, REVENUE OR PROFIT, OR FOR COST OF CAPITAL, OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE, OR FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

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The limitation of liability contained in this section shall be effective without regard to (i) Metso's performance or failure or delay of performance under any other term or condition of this Agreement, including any warranty or remedy or (ii) the invalidity or unenforceability of any other limitation, disclaimer or exclusion of any warranty, remedy or other right.

15. **SECURITY INTEREST AND INSURANCE.** Metso retains and Buyer grants to Metso a security interest in the Product(s) and proceeds and any replacement regardless of mode of attachment to realty or other property to secure payment of all amounts due to Metso. Buyer agrees to do all acts necessary to register and maintain said security interest, and to protect Metso's interest by adequately insuring the Product(s) against loss or damage from any external cause with Metso named as insured or additionally insured.

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19. **SANCTIONS AND EXPORT CONTROL LAWS: (A)** Buyer and Metso undertake as follows: (1) To comply with any and all laws and regulations applicable to Buyer or Metso with respect to the Agreement and any action taken pursuant to either prohibiting or otherwise restricting trade with any individual, entity or jurisdiction, or

imposing licensing requirements on the same, including without limitation sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the European Commission or any member state of the European Union (together "Sanctions and Export Control Laws").

(2) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Sanctions and Export Control Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "Sanctions Targets"). (B) Metso shall have the right to suspend performance of its obligations and the right to terminate this Agreement immediately, without liability, if: (1) in its reasonable judgment, circumstances exist that could result in the non-fulfilment of the undertakings herein; (2) the Buyer becomes a Sanctions Target; (3) any bank refuses to receive or otherwise process any payment under the Agreement. (C) Buyer shall reimburse Metso for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by Metso resulting from: (i) Buyer's breach of any of its undertakings herein; or (ii) Metso's suspension or termination of this Agreement pursuant to this section. (D) In the event that the Metso terminates this Agreement pursuant to this section, and without prejudice to Metso's other rights and obligations under this Agreement, Metso shall be entitled to use any money received as a set-off against claims.

904656394

Bill To The KAMI Mine LP c/o Alderon Iron Ore Corp. 2000 McGill College Avenue, Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Information Invoice No 904656394 Invoice Date 14NOV2019 Sales Order No / Order Date 302210254 / 12/02/2014																
Ship To Kami Iron Ore project WABUSH WABUSH NL A0R 1B0 CANADA Newfoundland & Labr.	Number 708746 Contact Sylvain Lemay 709-579-5757 Customers reference No 020 006 Purchase Order Date 12/25/2014																
Sold to The KAMI Mine Limited Partnership 2000 McGill College Avenue Suite 250 MONTREAL QC H3A 3H3 CANADA Quebec	Tax ID ID 708746																
Additional Information Payment Terms 60 days net Currency USD Incoterms FCA / Shipping Point Project No C.002526 Kami AG & Ball Mills Marking																	
<table border="1"> <thead> <tr> <th>Item</th> <th>Material / Description</th> <th>Quantity</th> <th>UM</th> <th>Unit Net Price</th> <th>Extended Price</th> </tr> </thead> <tbody> <tr> <td>10</td> <td>MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable</td> <td>1.00</td> <td>EA</td> <td>21,324.00</td> <td>21,324.00</td> </tr> </tbody> </table>						Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price	10	MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable	1.00	EA	21,324.00	21,324.00
Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price												
10	MILL-PACKAGE MILL PACKAGE Make-To-Order item, Non-Cancellable, Non-Returnable and Non-Refundable	1.00	EA	21,324.00	21,324.00												

Metso Minerals Canada Inc.
 795 George V
 Lachine, QC, H8S 2R9, Canada
 Tel +1 514 485 4000
 Fax +1 514 485 4210
 GST Registration: 869513960
 QST Registration: 1015699406
 FA: CA870

Check Remit To:
 Metso Minerals Canada Inc.
 c/o TH1008C (CAD Only)
 c/o TH1008U (USD Only)
 PO Box 4283, Postal Station A
 Toronto, ON, M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
 1000 St Jean Blvd Suite 110
 Pointe Claire, QC H9R 5P1, Canada
 Transit: 10071, Financial Institution: 016
 Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

Invoice Milestone

904656394

Item	Material / Description	Quantity	UM	Unit Net Price	Extended Price
	Storage for October 2019				
	GTI (\$19,856) and Kaleido (\$1,468)				
				SubTotal	21,324.00
				Canadian GST/HST	0.00
				Canadian HST	3,198.60
				Total Tax	3,198.60
				Total (USD)	24,522.60

Metso Minerals Canada Inc.
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Lachine, QC, H8S 2R9, Canada
Tel +1 514 485 4000
Fax +1 514 485 4210
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c/o TH1008C (CAD Only)
c/o TH1008U (USD Only)
PO Box 4283, Postal Station A
Toronto, ON, M5W 5W6, Canada

Wire/EFT Remit to: HSBC Bank of Canada
1000 St Jean Blvd Suite 110
Pointe Claire, QC H9R 5P1, Canada
Transit: 10071, Financial Institution: 016
Swift: HKBCCATT
CAD: 128581-001
USD: 128581-070
Remittance Details: ar.minerals.can@metso.com

1. **Metso** means Metso Minerals Canada Inc., or a Metso corporate affiliate identified in the Proposal. "Proposal" means the Metso proposal, quotation, estimate or other Metso supplied documents and all addenda thereto, including drawings and specifications, that describe the Metso scope of supply. The provisions of this Metso Sales Terms and Conditions document are a part of the Proposal, except to the limited extent specifically provided elsewhere in the Proposal. "Agreement" means the Proposal and any other term, condition, or provision if and to the extent agreed to in writing Metso. "Product(s)" means the Metso supplied equipment and related parts, software, services or documentation as described in the Proposal.

2. **PRICE & PAYMENT.** Prices do not include any sales, use or excise taxes, customs duties or similar charges or fees. Unless otherwise stated in the Agreement, all payments shall be in United States dollars and paid within thirty (30) days of the date of invoice. Partial and transshipments are permitted. Each partial shipment shall be considered delivery, and a pro rata payment shall become due as each partial shipment is made. If shipment is delayed by Buyer, the date the shipment is ready shall be deemed to be the date of shipment for payment purposes. If Buyer fails to pay by the due date, Metso shall be entitled to interest at a rate of 1% per month (12% per annum) not to exceed the maximum permitted by law. THE AGREEMENT IS SUBJECT TO CREDIT APPROVAL. All payments to be made by Buyer pursuant to this Agreement shall be made by Buyer from an account owned by Buyer held at an internationally recognized bank or equivalent financial institution. Should Buyer wish to use any other account or means of payment, such change must be approved by Metso prior to payment being issued.

3. **LETTER OF CREDIT.** This section shall apply in cases where Metso has agreed (as may be indicated in the Agreement) that payments of the purchase price for the Products be made against an Irrevocable Letter of Credit confirmed by a bank acceptable to Metso. In such case, the Letter of Credit shall be issued within forty-five (45) days from the date of issuance of the Agreement and shall remain valid for a period extending until ninety (90) days after the date of final delivery as set forth in the Agreement. It is further agreed that all costs pertaining to obtaining the Letter of Credit, as well as any necessary renewal or extensions shall be entirely assumed by the Buyer, to Metso's entire exoneration. Metso will not commence any work until it has received an original valid Letter of Credit fully in force and effect, the terms and conditions whereof have been mutually agreed upon between both parties and are entirely satisfactory to Metso.

4. **DELIVERY AND TITLE.** Delivery terms shall be defined by an applicable Incoterm. Partial deliveries and transshipments are permitted. All delivery dates are approximate. Title shall transfer upon shipment. If shipment delayed by Buyer, Metso may ship and/or store the Products at Buyer's risk and expense.

5. **LIMITED WARRANTY.** Except as noted below with respect to spare parts and items not of Metso's manufacture and subject to the EXCLUSIONS and limitations below, Metso warrants that the Product(s) will be free of defects in workmanship and material. Except for warranty of title, THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES AND THE LIKE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AND CONSTITUTES THE ONLY WARRANTY OF METSO WITH RESPECT TO THE PRODUCT(S). FURTHER METSO MAKES NO WARRANTIES AS TO PERFORMANCE OR PRODUCTION, NOR AS TO WEAR PARTS OR CONSUMABLES, NOR AS TO ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY METSO. The latter shall be covered only by the express warranty, if any, of the manufacturer thereof.

6. **EXCLUSIONS TO WARRANTY.** Metso and its suppliers shall have no obligation under the limited warranty as to any Product which has been improperly stored or handled, or which has not been installed, operated or maintained according to Metso or supplier furnished manuals or other written instructions or is operated during the warranty period with other than genuine Metso parts. This limited warranty excludes wear parts or consumables which wear out or are consumed in accordance with industry standards.

7. **REMEDY.** If within twelve (12) months from date of delivery, but not more than eighteen (18) months from date that Buyer is advised by Metso or its distributor that the Product(s) are ready for shipment, Buyer discovers that such item was not as warranted above and promptly notifies Metso in writing thereof, Metso directly or through its distributor shall repair or replace the defective item. Metso spare parts (not including replacement parts furnished under this warranty) are warranted to be free from defects in workmanship and material for six (6) months from date of delivery. This warranty covers the Buyer only and is not transferable. Buyer shall assume all responsibility and expense for removal, reinstallation, and freight in connection with the foregoing remedies. These obligations and conditions of the Buyer also extend to replacement parts furnished by Metso hereunder. Buyer's entitlement to warranty remedies is contingent upon Buyer's cooperation in permitting Metso to investigate the defect and in returning replaced parts to Metso, if requested, at Metso's expense. The warranty period shall not be extended by the repair or replacement of a Product or a component of a Product, nor shall there be a separate remedy period for any replacement Product or component.

If, after a reasonable number of repeated efforts, Metso determines that it is unable to repair or replace a defective or nonconforming Product, Buyer shall, at Metso's option, return the Product to Metso (or part thereof, if such does not substantially impair the value of the Product) at Buyer's expense and Metso shall return the purchase price as Buyer's entire and exclusive remedy.

THE REMEDIES PROVIDED HEREIN ARE BUYER'S EXCLUSIVE REMEDY AGAINST METSO AND ITS SUPPLIERS UNDER THE AGREEMENT, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, AND WHETHER ARISING OUT OF WARRANTIES, REPRESENTATIONS, INSTRUCTIONS, INSTALLATIONS OR DEFECTS FROM ANY CAUSE.

If the foregoing disclaimer of additional warranties is not given full force and effect, any resulting additional warranty shall be limited in duration to the express warranties and be otherwise subject to and limited by these terms and conditions.

8. **BUYER'S PERMITS, APPROVALS AND DATA:** Buyer shall provide and pay for all permits and licenses required for the installation and operation of the Products. Timely performance by Metso is contingent upon Buyer's supplying to Metso, when needed, all required technical information and data, including drawing approval, and all required commercial documentation.

9. **FOUNDATIONS.** Buyer shall be solely responsible for foundations and their construction. Any plans furnished by Metso shall be considered examples only, and Metso assumes no responsibility for foundation adequacy or for any direct or indirect damages whatsoever incurred as a result of inadequate foundations or reactions to foundations of Products.

10. **COMPLIANCE.** Compliance with all occupational, health and safety laws or other applicable federal, provincial or municipal laws during any installation, operation, or use of the Product(s) is the sole responsibility of Buyer. Buyer also acknowledges its responsibility for the disposal of any Products (including any computer or other electronic equipment or components) in accordance with applicable law, including any recycling, reporting or record keeping requirements.

11. **NUCLEAR AND HAZARDOUS WASTE USES:** Products shall not be used in or in connection with a nuclear or hazardous waste application, and Buyer agrees to indemnify, defend, and hold Metso harmless from all loss, cost, damage, expense and other liability whatsoever from such use.

12. **RELIEF.** If Metso is hindered or suffers delay in performance due to any cause beyond its reasonable control, including but not limited to war or other hostilities or civil unrest, act or failure to act of government, lack or loss of services or access (such as utilities or roads), act of God, including fire, flood, earthquake, landslide, or extreme weather event, strike or other labor trouble, or any sabotage, the time of performance shall be extended a period of time equal to the period of the resulting inability to perform and its consequences. In no event shall Metso have liability to Buyer arising out of any such delays. If the delay arising under this section is more than 180 days, either party has the right to terminate the Agreement and the parties' respective obligations shall be equitably adjusted. Metso shall be reimbursed and for any additional costs it reasonably incurs as a direct result of Buyer's delay or inability or failure to perform.

13. **INTELLECTUAL PROPERTY.** (a) Metso shall pay costs and damages finally awarded by a court in a suit against Buyer to the extent based upon a finding that the design or construction of the Product(s) as furnished infringes a Canadian patent or copyright (except infringement occurring as a result of incorporating a design or modification at Buyer's request or Buyer's use of the Products in a manner contrary to the Agreement or Metso's manuals or instructions) provided that Buyer promptly notifies Metso in writing of any charge of such infringement, and Metso is given the right at its expense to settle such charge and to defend and control the defense of any suit based upon such charge. THIS SECTION SETS FORTH METSO'S EXCLUSIVE LIABILITY WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY. (b) All drawings, specifications, data, software, firmware, manuals, instructions, documentation or other works of authorship furnished by Metso to Buyer are copyrighted property of Metso or its suppliers, and are to be used by Buyer only for the purpose of installing, operating, maintaining and repairing the Product(s). Such works and data may not be otherwise used or reproduced or disclosed. (c) Metso or its suppliers retain all right, title and interest in and to its and their inventions, discoveries, concepts, ideas or other intellectual property embodied in or related to its Product(s).

14. **LIMITATION OF LIABILITY.** NEITHER METSO NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT (INCLUDING BREACH OF REPRESENTATION OR WARRANTY) OR IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR FOR INFRINGEMENT OR UNDER ANY OTHER LEGAL OR CONTRACTUAL OR EXTRA-CONTRACTUAL BASIS OR THEORY, FOR LOSS OF USE, PRODUCTION, REVENUE OR PROFIT, OR FOR COST OF CAPITAL, OR OF SUBSTITUTE USE OR PERFORMANCE, OR INCREASED COSTS OF OPERATION OR MAINTENANCE, OR FOR INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER LOSS OR COST OF SIMILAR TYPE.

IN ANY EVENT, METSO'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO 25% OF THE PURCHASE PRICE TO THE EXTENT PAID BY BUYER OR SUCH OTHER LIABILITY CAP AS MAY BE PROVIDED ELSEWHERE IN THE AGREEMENT, WHICHEVER IS LESS.

The limitation of liability contained in this section shall be effective without regard to (i) Metso's performance or failure or delay of performance under any other term or condition of this Agreement, including any warranty or remedy or (ii) the invalidity or unenforceability of any other limitation, disclaimer or exclusion of any warranty, remedy or other right.

15. **SECURITY INTEREST AND INSURANCE.** Metso retains and Buyer grants to Metso a security interest in the Product(s) and proceeds and any replacement regardless of mode of attachment to realty or other property to secure payment of all amounts due to Metso. Buyer agrees to do all acts necessary to register and maintain said security interest, and to protect Metso's interest by adequately insuring the Product(s) against loss or damage from any external cause with Metso named as insured or additionally insured.

16. **REJECTION OF GOODS.** All claims giving rise to the rejection of Products must be made by the Buyer in writing within a period of seven (7) business days after the Products are delivered. Failure to make such claim within the stated period shall constitute an irrevocable acceptance of the Products.

17. **DISPUTE RESOLUTION.** Any and all disputes relating to or the Agreement and this document shall be submitted for final settlement (which may not be appealed) by arbitration conducted in Toronto, Ontario pursuant to ADR Chambers Arbitration Rules. The arbitration shall be conducted in the English language by one arbitrator, who shall be chosen by agreement of the parties, provided that if the parties are not able to agree on the selection of an arbitrator, ADR Chambers shall appoint an arbitrator. Arbitrator fees and costs shall be equally shared, but otherwise the parties are responsible for their own legal fees, costs and expenses. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for preliminary injunctive or other interim relief to prevent disclosure of confidential information or misappropriation or other misuse of intellectual property pending final determination in arbitration. The arbitration procedure and enforcement of the arbitration award shall be governed by the Arbitration Act (Ontario) and judgment upon the award by the arbitrator may be entered by any court of competent jurisdiction.

18. GENERAL.

(a) Except as provided in Section 19 herein, the Agreement shall be governed by the laws of Ontario (without reference to its conflict of laws principles or the United Nations Convention on Contracts for the International Sale of Goods) and the laws of Canada applicable therein.

(b) No party hereto may assign its rights and obligations under the Agreement to a third party without written consent of the other party hereto.

(c) Buyer will promptly execute and deliver to Metso, at Buyer's expense, such further documentation and take such further actions as Metso may request in order to more effectively carry out the interest and purpose of the Agreement and hereof, including all measures required to register the Agreement and to maintain such registration, where required.

(d) The parties acknowledge that they have required that the Agreement, as well as this document, be drawn up in the English language. Les parties reconnaissent avoir exigé la rédaction en anglais de ladite convention ainsi que ce document. In the event of a conflict between the English and other language versions of the Agreement or this document, the English version shall prevail.

19. **SANCTIONS AND EXPORT CONTROL LAWS: (A)** Buyer and Metso undertake as follows: (1) To comply with any and all laws and regulations applicable to Buyer or Metso with respect to the Agreement and any action taken pursuant to either prohibiting or otherwise restricting trade with any individual, entity or jurisdiction, or

imposing licensing requirements on the same, including without limitation sanctions, embargoes and export controls such as those imposed by the US Treasury Department Office of Foreign Assets Control (OFAC), the US Department of State, the US Commerce Department, the European Commission or any member state of the European Union (together "Sanctions and Export Control Laws").

(2) To not take any action, or make any omission, that could cause any party to be in breach of, or otherwise be exposed to any restriction or penalty pursuant to, or suffer any adverse consequences of any kind arising directly or indirectly from, any Sanctions and Export Control Laws, including without limitation making any Product or any item incorporating the Product available for the direct or indirect benefit of a person subject to financial sanctions, such as those named on the OFAC list of Specially Designated Nationals and Blocked Persons, the EU Consolidated List of Financial Sanctions Targets or any similar list maintained by any EU member state, or any party owned or controlled by such a person (together "Sanctions Targets"). (B) Metso shall have the right to suspend performance of its obligations and the right to terminate this Agreement immediately, without liability, if: (1) in its reasonable judgment, circumstances exist that could result in the non-fulfilment of the undertakings herein; (2) the Buyer becomes a Sanctions Target; (3) any bank refuses to receive or otherwise process any payment under the Agreement. (C) Buyer shall reimburse Metso for any claims, damages, losses, costs and expenses (including attorney's fees) suffered or incurred by Metso resulting from: (i) Buyer's breach of any of its undertakings herein; or (ii) Metso's suspension or termination of this Agreement pursuant to this section. (D) In the event that the Metso terminates this Agreement pursuant to this section, and without prejudice to Metso's other rights and obligations under this Agreement, Metso shall be entitled to use any money received as a set-off against claims.

Appendix "G"

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 this 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: Georgia Young
Suite 700, 850 – 2nd Street SW
Calgary, AB T2P OR8
Phone: 403-956-0365
Email: geyoung@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) THE 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 THE CREDITOR NOTICE OF REVISION OR DISALLOWANCE.

DATED at Québec City, this 30th day of March 2022.



Witness

Marie-Sylvie Gionet

Metso Minerais Canada

(Name of Creditor)

Per:


Name: Me Charles Lapointe (Langlois Lawyers)

Title: Metso Mineralis Canada's attorney

Must be signed and witnessed

APPENDIX A

Creditor notice of dispute (Metso 002)

Reasons for dispute

1. Pursuant to the Claims Process Order (section 20), the deadline for disallowing a Creditor Claim was December 14, 2021. The Receiver sent the Notice of Disallowance in respect of Metso Minerals Canada (hereinafter « Metso »)'s Creditor Claim to Metso on March 17th, 2022, after the expiration of said deadline. Accordingly, the Creditor Claim had already been allowed and the Receiver's Notice of Disallowance is invalid.
2. Further, in respect to the Metso is a secured creditor of The Kami General Partner Limited Partnership ("**Kami GP**") on One Dual Pinion Autogenous Grinding Mill and One Dual Pinion Re grind Ball Mill (together, the "Property") ordered by Kami Mine limited partnership ("**Kami**") following the 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").
3. Pursuant to the Purchase Order, a reservation of ownership was registered by Metso, as vendor, against each of the debtors (Kami GP, Kami and Alderon Iron Ore Corp. (collectively "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").
4. Kami, and Kami GP as its general partner, are in default towards Metso, in that Kami has failed to pay the outstanding balance owed to Metso pursuant to the Purchase Order, as well as the outstanding storage invoices issued by Metso since November 2019 pursuant to the Purchase Order (hereinafter the "Storage Invoices").
5. On June 3, 2020, A prior notice of the intention to take back the Property and of the exercise of hypothecary rights of taking in payment (hereinafter the "**Prior Notice**") was served to the Debtors by the Metso. Following the expiration of the delay in the Prior Notice, Metso is in right to obtain a judgment to take in payment the Property.
6. A beneficiary of a reserve of ownership in the province of Quebec is considered as a secured creditor for the application of the Bankruptcy and Insolvency Act. Accordingly, the Creditor Claim is valid and should be allowed.
7. Kami GP, as a general partner of Kami, is jointly liable for the debts and obligations incurred by the limited partnership of Kami GP in the ordinary course of business.

**IN THE MATTER OF THE RECEIVERSHIP OF
KAMI GENERAL PARTNER LIMITED
of Vancouver
in the Province of British Columbia**

CREDITOR NOTICE OF REVISION OR DISALLOWANCE

Creditor Claim Reference No.: Metso 002

To: Metso Minerals Canada Inc.
(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 (\$)	5,101,103.01	NIL

REASON(S) OF DISALLOWANCE:

Metso Minerals Canada Inc. ("**Metso**") claim is with respect to Purchase Order No, KAMI-WPO-POD-MS0002 dated August 8, 2013 entered into between Kami Mine Limited Partnership ("**Kami LP**") and Metso, 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 Amendment dated November 13, 2014.

Any claim that Metso has is in respect of Kami LP and not against Kami General Partner Limited ("**Kami GP**"). Accordingly, the Metso claim against Kami GP is disallowed in full and Metso's claim has been addressed in the Kami LP receivership estate.

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: Georgia Young
Suite 700, 850 – 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@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, this 10th day of March 2022.

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 this 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.

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DATED at Québec City, this 30th day of March 2022.



Witness

Marie-Sylvie Gionet

Metso Minerais Canada

(Name of Creditor)

Per:



Name: Me Charles Lapointe (Langlois Lawyers)

Title: Metso Mineralis Canada's attorney

Must be signed and witnessed

APPENDIX A

Creditor notice of dispute (Metso 003)

Reasons for dispute

1. Pursuant to the Claims Process Order (section 20), the deadline for disallowing a Creditor Claim was December 14, 2021. The Receiver sent the Notice of Disallowance in respect of Metso Minerals Canada (hereinafter « Metso »)'s Creditor Claim to Metso on March 17th, 2022, after the expiration of said deadline. Accordingly, the Creditor Claim had already been allowed and the Receiver's Notice of Disallowance is invalid.
2. Further, in respect to the Metso is a secured creditor of Alderon Iron Ore Corp. ("Alderon") on One Dual Pinion Autogenous Grinding Mill and One Dual Pinion Re grind Ball Mill (together, the "Property") ordered by Kami Mine limited partnership ("**Kami**") following the 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").
3. Pursuant to the Purchase Order, a reservation of ownership was registered by Metso, as vendor, against each of the (, Kami, Alderon and Kami General Partner limited (collectively "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").
4. Kami, and Alderon as its general partner, are in default towards Metso, in that Kami has failed to pay the outstanding balance owed to Metso pursuant to the Purchase Order, as well as the outstanding storage invoices issued by Metso since November 2019 pursuant to the Purchase Order (hereinafter the "Storage Invoices").
5. On June 3, 2020, A prior notice of the intention to take back the Property and of the exercise of hypothecary rights of taking in payment (hereinafter the "**Prior Notice**") was served to the Debtors by the Metso. Following the expiration of the delay in the Prior Notice, Metso is in right to obtain a judgment to take in payment the Property.
6. A beneficiary of a reserve of ownership in the province of Quebec is considered as a secured creditor for the application of the Bankruptcy and Insolvency Act. Accordingly, the Creditor Claim is valid and should be allowed.
7. Alderon, as a general partner of Kami, is jointly liable for the debts and obligations incurred by the limited partnership of Kami GP in the ordinary course of business.

**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.: Metso 003

To: Metso Minerals Canada Inc.
(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 (\$)	5,101,103.01	NIL

REASON(S) OF DISALLOWANCE:

Metso Minerals Canada Inc. ("**Metso**") claim is with respect to Purchase Order No, KAMI-WPO-POD-MS0002 dated August 8, 2013 entered into between Kami Mine Limited Partnership ("**Kami LP**") and Metso, 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 Amendment dated November 13, 2014.

Any claim that Metso has is in respect of Kami LP and not against Alderon Iron Ore Corp. ("**Alderon**"). Accordingly, the Metso claim against Alderon is disallowed in full and Metso's claim has been addressed in the Kami LP receivership estate.

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: Georgia Young
Suite 700, 850 – 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@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, this 10th day of March 2022.

Appendix “H”

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 this 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: Georgia Young
Suite 700, 850 – 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@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) THE 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 THE CREDITOR NOTICE OF REVISION OR DISALLOWANCE.

DATED at Québec, this 23 day of March, 2022.



Witness

Marie-Sylvie Gionet

Metso Minerals Canada

(Name of Creditor)

Per: 

Name: Me Charles Lapointe (Langlois Lawyers)

Title: Metso Minerals Canada's attorney

Must be signed and witnessed

APPENDIX A

Creditor notice of dispute (Metso 001)

Reasons for dispute

1. Pursuant to the Claims Process Order (section 20), the deadline for disallowing a Creditor Claim was December 14, 2021. The Receiver sent the Notice of Disallowance in respect of Metso Minerals Canada (hereinafter « Metso »)'s Creditor Claim to Metso on March 17th, 2022, after the expiration of said deadline. Accordingly, the Creditor Claim had already been allowed and the Receiver's Notice of Disallowance is invalid.
2. Further, in respect to the Metso is a secured creditor of The Kami Mine Limited Partnership ("Kami") on One Dual Pinion Autogenous Grinding Mill and One Dual Pinion Re grind Ball Mill (together, the "Property") ordered by Kami following the 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").
3. Pursuant to the Purchase Order, a reservation of ownership was registered by Metso, 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").
4. Kami is in default towards Metso, in that it has failed to pay the outstanding balance owed to Metso pursuant to the Purchase Order, as well as the outstanding storage invoices issued by Metso since November 2019 pursuant to the Purchase Order (hereinafter the "Storage Invoices").
5. On June 3, 2020, A prior notice of the intention to take back the Property and of the exercise of hypothecary rights of taking in payment (hereinafter the "**Prior Notice**") was served to the Debtors by the Metso. Following the expiration of the delay in the Prior Notice, Metso is well founded to obtain a judgment to take in payment the Property.
6. A beneficiary of a reserve of ownership in the province of Quebec is considered as a secured creditor for the application of the Bankruptcy and Insolvency Act. Accordingly, the Creditor Claim is valid and should be allowed.

**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.: Metso 001

To: Metso Minerals Canada Inc.
(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 (\$)	5,101,103.01	NIL

REASON(S) OF DISALLOWANCE:

Metso Minerals Canada Inc. ("**Metso**") asserts ownership of the autogenous grinding and regrinding ball mills (the "**Assets**") pursuant to Purchase Order No, KAMI-WPO-POD-MS0002 dated August 8, 2013 entered into between Kami LP and Metso, 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 Amendment dated November 13, 2014.

Metso's proof of claim indicated that in connection with its assertion of ownership that it held assets equal to or greater than the amount of its claim. Consequently, Metso has no claims against Kami LP.

Moreover, on June 2, 2021, the Receiver advised Metso, through its legal counsel McInnes Cooper, it did not oppose Metso's efforts to resell the Assets provided that (i) Metso shall make commercially reasonable efforts to maximize the value of the Assets; (ii) Metso shall seek the Receiver's consent to any proposed sale of the Assets; (iii) Metso shall provide the Receiver with a full accounting of any sale of the Assets; and (iv) Metso shall forward to the Receiver any surplus funds from the sale proceeds following payment of the Metso Payable.

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: Georgia Young
Suite 700, 850 – 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@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, this 10th day of March 2022.

Appendix "I"

**IN THE MATTER OF THE RECEIVERSHIP OF
KAMI MINE LIMITED PARTNERSHIP, KAMI GENERAL PARTNER LIMITED, AND
ALDERON IRON ORE CORP.
of Vancouver
in the Province of British Columbia**

LIQUIDATION NOTICE

On June 17, 2020, Deloitte Restructuring Inc. ("**Deloitte**") was appointed by Order of the Supreme Court of Newfoundland and Labrador (the "**Receivership Order**") as the receiver (the "**Receiver**"), without security, of all the personal property of Kami Mine Limited Partnership ("Kami LP"), Kami Mine General Partner Limited ("**Kami GP**"), and Alderon Iron Ore Corp. ("**Alderon**") (collectively the "**Kami Group of Companies**"). On August 13, 2021, the Court granted an Order (the "**Claims Process Order**") directing the Receiver to solicit claims from all shareholders in respect of the Kami Group of Companies (a "**Shareholder**") for the purposes of identifying those shareholders with valid claims in respect of the Kami Group of Companies (a "**Share Claim**"), and determination of such Share Claims.

The Receiver has reviewed the share register provided by TSX Trust and Holders of Record provided by CDS in respect of the Shareholders. As at June 17, 2020, the date at which the share register shall be closed, the Receiver accepts that you _____, have a Share Claim as set out in

(Name of Shareholder)

the Shareholder Proof of Claim in the prescribed for (which has been provided to you with this Liquidation Notice).

In the event that you agree with the Receiver's assessment of your Share Claim, you need take no further action with the Receiver, other than surrendering your share certificates for cancellation with the Receiver. Any shares not surrendered for cancellation by the Shareholder Claims Bar Date (as defined below) shall be deemed cancelled without prejudice to the rights of the Shareholder.

All Shareholders that dispute the Share Claim set forth in this Liquidation Notice shall be required to file a Shareholder Proof of Claim with the Receiver on or before 5:00 p.m. (Mountain Time) on November 30, 2021 (**the "Shareholder Claims Bar Date"**).

Any Shareholder who chooses to file a Shareholder Proof of Claim is required to provide share certificate documentation to support their Shareholder Claim in respect of the Kami Group of Companies.

All Shareholder Proof of Claim forms, together with the required supporting documentation, must be sent by mail, personally delivered, or sent by courier, facsimile or electronic mail to the following contact information.

Deloitte Restructuring Inc.
Attn: Georgia Young
Suite 700, 850 – 2nd Street SW
Calgary, AB T2P 0R8
Phone: 403-956-0365
Email: geyoung@deloitte.ca

All Shareholder Claims received by the Receiver after the Shareholder Claims Bar Date will, unless otherwise ordered by the Court, be forever extinguished and barred.

Where a Shareholder Proof of Claim is filed with the Receiver, the Receiver will review the Shareholder Claim and provide to the Shareholder a notice in writing by registered mail, courier, facsimile or electronic mail as to whether their Shareholder Claim is accepted, or disputed in whole or in part, and indicating the reason for the dispute pursuant to a Shareholder Notice of Revision or Disallowance.

Where a Shareholder objects to a Shareholder Notice of Revision or Disallowance, the Shareholder shall notify the Receiver of its objection in writing (the "**Shareholder Dispute Notice**") within 14 days from the date the Shareholder Notice of Revision or Disallowance was received.

The Receiver will attempt to consensually resolve disputes with respect to any Shareholder Claim. If the dispute cannot be resolved, the Shareholder will be required to bring an application before the Court for the determination of the Shareholder Claim.

A Shareholder that does not provide to the Receiver a Shareholder Dispute Notice to a Shareholder Notice of Revision or Disallowance issued by the Receiver shall, unless otherwise ordered by the Court, be conclusively deemed to have accepted the assessment of its Shareholder Claim as set out in such Shareholder Notice of Revision or Disallowance.

DATED at Calgary, Alberta, this 25th day of August 2021.

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:



Robert J. Taylor, FCPA, FCA, CIRP, LIT

Per:



Ryan Adlington, CPA, CA, CIRP, LIT

Appendix "J"

**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 APRIL 25, 2022

\$CAD

Invoice	Period	Fees	Disbursements	Subtotal	GST	Total
8001420092	June 15, 2020 to July 24, 2020	36,460	203	36,663	1,833	38,496
8001420095	July 25, 2020 to October 16, 2020	80,683	390	81,072	4,054	85,126
8001845416	October 17, 2020 to May 21, 2021	108,158	-	108,158	5,408	113,565
8002304095	May 22, 2021 to December 10, 2021	67,960	-	67,960	3,398	71,358
8002532939	November 30, 2021 to January 31, 2022	34,795	-	34,795	1,740	36,535
DRAFT	February 2, 2022 to March 25, 2022	46,303	1,161	47,463	2,373	49,836
		374,358	1,753	376,111	18,806	394,916
Work-in-progress	March 26, 2022 to April 25, 2022	30,000		30,000	1,500	31,500
		404,358	1,753	406,111	20,306	426,416

Appendix "K"

**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 APRIL 25, 2022
\$CAD**

Invoice	Period	Fees	Disbursements	Subtotal	GST	Total
2020016861	June 8, 2020 to July 28, 2020	8,309	10	8,319	415	8,735
2020020608	July 29, 2020 to August 30, 2020	11,540	170	11,710	577	12,287
2020022915	August 31, 2020 to September 30, 2020	13,452		13,452	673	14,124
2020026352	October 1, 2020 to October 30, 2020	39,125	73	39,198	1,956	41,154
1262621	October 5, 2020 to October 29, 2020	1,549		1,549	77	1,626
2020029375	November 1, 2020 to November 30, 2020	39,656	30	39,686	1,983	41,669
2020031366	December 1, 2020 to December 23, 2020	3,459		3,459	173	3,632
2021002227	December 23, 2020 to January 31, 2021	12,067		12,067	603	12,670
2021004450	February 8, 2021 to February 28, 2021	6,224		6,224	311	6,535
2021006657	March 2, 2021 to March 31, 2021	4,978		4,978	249	5,227
2021010429	March 31, 2020 to April 30, 2021	5,681		5,681	284	5,965
2021013156	May 1, 2021 to May 31, 2021	3,789		3,789	189	3,979
2021016015	June 1, 2021 to June 30, 2021	6,500		6,500	325	6,825
2021018443	July 2, 2021 to July 30, 2021	12,383	73	12,456	619	13,075
2021022030	August 9, 2021 to August 31, 2021	4,911	83	4,994	250	5,243
2021036504	September 1, 2021 to December 31, 2021	1,589		1,589	79	1,668
2022005230	January 6, 2022 to February 28, 2022	5,155		5,155	258	5,413
2022008737	March 1, 2022 to March 31, 2022	5,809		5,809	290	6,099
		186,176	439	186,614	9,313	195,927
Work in Progress		4,000		4,000	200	4,200
		190,176	439	190,614	9,513	200,127