

Annex I to the Bidding Procedure Order

Procedures for the Sale and Investment Solicitation Process

On December 23, 2021, BlackRock Metals Inc. (“**BRMI**”), BlackRock Mining Inc. (“**BRM Mining**”), BRM Metals GP Inc. (“**BRM GP**”) and BlackRock Metals LP (“**BRM LP**”) and together with BRMI, BRM Mining and BRM GP, the “**Applicants**”) commenced proceedings (the “**CCAA Proceedings**”) under the *Companies’ Creditors Arrangement Act* (Canada) (the “**CCAA**”) before the Superior Court of Québec (Commercial Division) in the District of Montréal (the “**Court**”) pursuant to an order granted by the Court on the same day. Said order was amended and restated by the Court on January 7, 2022 (collectively, as further amended or restated from time to time, the “**Initial Order**”).

Pursuant to the Initial Order, Deloitte Restructuring Inc. was appointed as monitor in the CCAA Proceedings (in such capacity, the “**Monitor**”).

On January 7, 2022, the Court granted an order (the “**Bidding Procedures Order**”), authorizing the Applicants to undertake a sale and investment solicitation process (“**SISP**”) for the sale of their business, property, assets and undertaking (collectively, the “**Business**”). The SISP shall be conducted by the Monitor for the Applicants and in the manner set forth herein.

Among other things, the Bidding Procedures Order is also (a) approving the SISP and ratifying the fully binding and conditional agreement of purchase and sale between the Applicants, as vendors, **OMF Fund II H Ltd.** (“**Orion**”) and **Investissement Québec** (“**IQ**”), as purchasers (the “**Stalking Horse Bidders**”) dated December 22, 2021 (the “**Stalking Horse Agreement**”), subject to the Stalking Horse Agreement and the transactions provided therein to be submitted to the Court for consideration in a subsequent application upon completion of the SISP or upon termination thereof, (b) approving certain protections granted to the Stalking Horse Bidders pursuant to the Stalking Horse Agreement; and (c) authorizing and directing the SISP to be conducted in accordance with the present bidding procedures set out herein (the “**Bidding Procedures**”) governing the solicitation of offers or proposals (each a “**Bid**”) for the acquisition of the Business or some portion thereof.

Defined Terms

1. Capitalized terms used in this SISP have the meanings given thereto in Appendix A.

Bidding Procedures

Opportunity

2. The SISP is intended to solicit interest in, and opportunities for: (i) one or more sales or partial sales of all, substantially all, or certain portions of the Business; and/or (ii) for an investment in, restructuring, recapitalization, refinancing or other form of reorganization of the Applicants or their Business. Bids considered pursuant to the SISP may include one or more of an investment, restructuring, recapitalization, refinancing or other form of reorganization of the business and affairs of the Applicants as a going concern or a sale (or

partial sales) of all, substantially all, or certain of the Business, or a combination thereof (the “**Opportunity**”).

3. The Stalking Horse Agreement constitutes a qualified Bid by the Stalking Horse Bidders for all purposes and at all times under this SISP and shall serve as the “stalking horse” Bid for purposes of this SISP and these Bidding Procedures. Notwithstanding the Stalking Horse Agreement and proposed transaction therein, all interested parties are encouraged to submit bids based on any form of Opportunity that they may elect to advance pursuant to the SISP, including as a Sale Proposal or an Investment Proposal. A copy of the Stalking Horse Agreement shall be available to all Phase 1 Qualified Bidders.
4. The Bidding Procedures describe the manner in which prospective bidders may gain access to due diligence materials concerning the Applicants and the Business, including a copy of the Stalking Horse Agreement, the manner in which bidders may participate in the SISP, the requirement of and the receipt and negotiation of bids received, the ultimate selection of a Successful Bidder and the requisite approvals to be sought from the Court in connection therewith. The Monitor shall conduct the SISP in the manner set forth herein.

The Monitor, in consultation with the Applicants may at any time and from time to time, modify, amend, vary or supplement the SISP or the Bidding Procedures, without the need for obtaining an order of the Court or providing notices to the Backup Bidder, Phase 1 Qualified Bidders, Phase 2 Qualified Bidders or the Successful Bidder, provided that the Monitor determines that such modification, amendment, variation or supplement is expressly limited to non-material changes that do not materially alter, amend or prejudice the rights of the bidders (including the rights of the Stalking Horse Bidders, except with the authorization of the Stalking Horse Bidders, acting reasonably) and that are necessary or useful in order to give effect to the substance of the SISP, the Bidding Procedures and the Bidding Procedures Order. Notwithstanding the foregoing, any modification to the dates and time limits indicated in items #1, 3, 4, 7, 8, 9 and 13 set out in paragraph 5 herein shall represent material changes which require the authorization of the Stalking Horse Bidders, acting reasonably.

The Monitor shall post on the Monitor’s website, as soon as practicable, any such modification, amendment, variation or supplement to the Bidding Procedures and inform the bidders impacted by such modifications.

In the event of a dispute as to the interpretation or application of the SISP or Bidding Procedures, the Court will have exclusive jurisdiction to hear and resolve such dispute.

5. Certain bid protections (*i.e.*, expense reimbursement) are provided for in the Stalking Horse Agreement, subject to the conditions set forth therein. No other bidder may request or receive any form of bid protection as part of any bid made pursuant to the SISP.

As more particularly set out herein, a summary of the key dates pursuant to the SISP are as follows:¹

<u>Event</u>	<u>Date</u>
<p><u>1. Solicitation Letter</u> Monitor to distribute Solicitation Letter, to potentially interested parties</p>	By no later than January 10, 2022, at 5:00 p.m. (prevailing Eastern Time)
<p><u>2. CIM and VDR</u> Applicants to prepare and have available for parties having executed the NDA (Potential Bidders) the CIM and VDR</p>	By no later than January 10, 2022, at 5:00 p.m. (prevailing Eastern Time), or at such later time as the Monitor, in consultation with the Applicants, deems appropriate
<p><u>3. Phase 1 Qualified Bidders & Bid Deadline</u> Phase 1 Bid Deadline (for delivery of non-binding LOIs by Phase 1 Qualified Bidders in accordance with the requirement of paragraph 14 of the Bidding Procedures)</p>	By no later than March 9, 2022, at 5:00 p.m. (prevailing Eastern Time)
<p><u>4. Phase 1 Successful Bid</u> Monitor to notify each Phase 1 Qualified Bidder in writing as to whether its bid constituted a Phase 1 Successful Bid</p>	By no later than March 14, 2022, at 5:00 p.m. (prevailing Eastern Time)
<p><u>5. Approval Motion if No Other Bids</u> Filing of Approval Motion in respect of the Stalking Horse Agreement in the event that no other Phase 1 Successful Bids are received</p>	By no later than March 25, 2022
<p><u>6. Closing – No Other Bids</u> Anticipated deadline for closing of the Stalking Horse Agreement in the event that no other Phase 1 Successful Bids are received</p>	April 4, 2022 or such earlier date as is achievable
<p><u>7. Phase 2 Bid Deadline & Qualified Bidders</u> Phase 2 Bid Deadline (for delivery of definitive offers by Phase 2 Qualified Bidders in accordance with the requirement of paragraph 22 of the Bidding Procedures)</p>	By no later than May 11, 2022, at 5:00 p.m. (prevailing Eastern Time)

¹ All capitalized terms not already defined are defined further below. Titles in the chart are for presentation purposes only.

<u>Event</u>	<u>Date</u>
<u>8. Auction</u> Auction Commencement Date (if needed)	By no later than May 15, 2022
<u>9. Selection of final Successful Bid</u> Deadline for selection of final Successful Bid	By no later than May 16, 2022, at 5:00 p.m. (prevailing Eastern Time)
<u>10. Definitive Documentation</u> Deadline for completion of definitive documentation in respect of Successful Bid	By no later than May 23, 2022
<u>11. Approval Motion – Successful Bid</u> Deadline for filing of Approval Motion in respect of Successful Bid	By no later than May 30, 2022
<u>12. Closing – Successful Bid</u> Anticipated deadline for closing of Successful Bid being the Target Closing Date	June 6, 2022 or such earlier date as is achievable
<u>13. Outside Date – Closing</u> Outside Date by which the Successful Bid must close	June 6, 2022

Solicitation of Interest: Notice of the SISP

6. As soon as reasonably practicable after the granting of the Bidding Procedures Order:
 - (a) a notice of the SISP and such other relevant information which the Applicants, in consultation with the Monitor, considers appropriate shall be published in *La Presse* + and the *The Globe & Mail* and such other publications as may be considered appropriate; and
 - (b) a press release setting out the notice and such other relevant information regarding the Opportunity as may be considered appropriate, shall be issued with *Canada Newswire* designating dissemination in Canada.
7. The Monitor shall send a letter describing the Opportunity (a “**Solicitation Letter**”), outlining the SISP and inviting recipients of the Solicitation Letter to express their interest pursuant to the SISP, for distribution to potential bidders as soon as practical.

Virtual Data Room

8. A confidential virtual data room (the “**VDR**”) in relation to the Opportunity will be made available by the Applicants or by the Monitor to Potential Bidders that have executed the NDA (as defined below) in accordance with paragraph 9 herein. The VDR will be made available as soon as practicable. Following the completion of “**Phase 1**”, but prior to the completion of “**Phase 2**”, additional information may be added to the VDR to enable

Phase 2 Qualified Bidders to complete any confirmatory due diligence in respect of the Applicants and the Opportunity. The Monitor, in consultation with the Applicants, may establish or cause the Applicants to establish separate VDRs (including “**clean rooms**”), if the Applicants reasonably determine that doing so would further the Applicants’ and any Potential Bidders’ compliance with applicable antitrust and competition laws, or would prevent the distribution of commercially sensitive competitive information. The Monitor may also, in consultation with the Applicants, limit the access of any Potential Bidder to any confidential information in the VDR where the Applicants reasonably determine that such access could negatively impact the SISF, the ability to maintain the confidentiality of the information, the Business or its value.

PHASE 1: NON-BINDING LOIS

Phase 1 Qualified Bidders and Delivery of Confidential Information Memorandum

9. In order to participate in the SISF, and prior to the distribution of any confidential information to an interested party (including access to the VDR), such interested party must deliver to the Monitor at the address specified in Appendix B hereto (including by email) an executed non-disclosure agreement in form and substance satisfactory to the Monitor, in consultation with Applicants (an “**NDA**”), which shall inure to the benefit of any Successful Bidder that closes a transaction contemplated by the Successful Bid. Pursuant to the terms of the NDA to be signed by a potential bidder (each potential bidder who has executed an NDA with the Applicants, a “**Potential Bidder**”), each Potential Bidder will be prohibited from communicating with any other Potential Bidder regarding the Opportunity during the term of the SISF, without the consent of the Monitor, in consultation with the Applicants. Prior to the Applicants executing an NDA with any potential bidder, any potential bidder may be required to provide evidence, reasonably satisfactory to the Monitor, in consultation with the Applicants, of its financial wherewithal to complete a transaction in respect of the Opportunity (either with existing capital or with capital reasonably anticipated to be raised prior to closing) and/or to disclose details of their ownership and/or investors. For the avoidance of doubt, a party who has executed an NDA or a joinder with a Potential Bidder for the purpose of providing financing to a Potential Bidder in connection with the Opportunity (such party a “**Financing Party**”) shall not be deemed a Potential Bidder for purposes of the SISF, provided that such Financing Party undertakes to inform the Applicants in the event that it elects to act as a Potential Bidder.
10. A Potential Bidder that has executed an NDA and provided any additional information required pursuant to paragraph 9, will be deemed a “**Phase 1 Qualified Bidder**” and will be promptly notified of such classification by the Monitor. For the avoidance of doubt, the Stalking Horse Bidders are, and shall be deemed to be, Phase 1 Qualified Bidders.
11. The Monitor will prepare and send to each Phase 1 Qualified Bidder (including the Stalking Horse Bidders) a confidential information memorandum providing additional information considered relevant to the Opportunity (a “**CIM**”) and provide a copy of the Stalking Horse Agreement as soon as practicable. The Applicants, the Monitor and their respective

advisors make no representation or warranty as to the information contained in the CIM or otherwise made available pursuant to the SISP.

12. The Monitor shall provide any person deemed to be a Phase 1 Qualified Bidder (including the Stalking Horse Bidders) with access to the VDR. The Applicants and the Monitor and their respective advisors make no representation or warranty as to the information contained in the VDR. The VDR shall contain a template letter of intent (the “**Template LOI**”) and a proposed Purchase and Sale Agreement (“**Template PSA**”).
13. If a Phase 1 Qualified Bidder (other than the Stalking Horse Bidders) wishes to submit a bid, it must deliver a non-binding letter of intent (an “**LOI**”) (each such LOI, provided in accordance with paragraph 14 below, a “**Phase 1 Qualified Bid**”), to the Monitor at the address specified in Appendix B hereto (including by email) so as to be received by the Monitor not later than 5:00 p.m. (Eastern Standard Time) on March 9, 2022, or such other date or time as may be agreed by the Monitor, with the authorization of the Stalking Horse Bidders, acting reasonably, and in consultation with the Applicants (the “**Phase 1 Bid Deadline**”). To the extent possible, the Phase 1 Qualified Bid should follow the format as set out in the Template LOI.
14. An LOI submitted by a Phase 1 Qualified Bidder will only be considered a “**Phase 1 Qualified Bid**” if the LOI complies at a minimum with the following:
 - (a) it has been duly executed by all required parties;
 - (b) it is received by the Phase 1 Bid Deadline;
 - (c) it provides written evidence, satisfactory to the Monitor, in consultation with the Applicants, of the ability to consummate the transaction within the timeframe contemplated by the SISP and to satisfy any obligations or liabilities to be assumed on closing of the transaction, including, without limitation, a specific indication of the sources of capital;
 - (d) it identifies all proposed material conditions to closing including, without limitation, any internal, regulatory or other approvals and any form of agreement or other document required from a government body, stakeholder or other third party, and an estimate of the anticipated timeframe and any anticipated impediments for obtaining such approvals;
 - (e) it: (i) identifies the Qualified Phase 1 Bidder and representatives thereof who are authorized to appear and act on behalf of the Qualified Phase 1 Bidder for all purposes regarding the contemplated transaction; and (ii) fully discloses the identity of each entity or person that will be sponsoring, participating in or benefiting from the transaction contemplated by the LOI;
 - (f) an outline of any additional due diligence required to be conducted in order to submit a binding offer;

- (g) it clearly indicates:
 - (i) that the Phase 1 Qualified Bidder is seeking to acquire all or substantially all of the Business whether through an asset purchase, a share purchase or a combination thereof (either one being, a “**Sale Proposal**”) or some other portion of the Business (a “**Partial Sale Proposal**”); and/or
 - (ii) whether the Phase 1 Qualified Bidder is offering to make an investment in, restructure, recapitalize, reorganize or refinance the Applicants or their business (an “**Investment Proposal**”); and
 - (iii) that the Sale Proposal or Investment Proposal, as the case may be, will at a minimum and on closing, provide net cash proceeds that are not less than the aggregate total of: (A) the amount of cash payable under the Stalking Horse Agreement together with the amount of obligations being credit bid thereunder, plus (B) the amount of the expense reimbursement payable to the Stalking Horse Bidders, plus (C) a minimum overbid amount of \$[1,000,000] (the amounts set forth in this paragraph 14(g)(iii), the “**Minimum Purchase Price**”); provided, however, the Applicants may deem this criterion satisfied if the Sale Proposals, Partial Sale Proposals or the Investment Proposals, together with one or more other non-overlapping Sale Proposal, Partial Sale Proposal or Investment Proposal, in the aggregate, meet or exceed the Minimum Purchase Price (such bids, “**Aggregated Bids**”) (the amount of the Minimum Purchase Price shall be confirmed by the Monitor with Potential Bidders);
- (h) it contains such other information as may be reasonably requested by the Monitor, in consultation with the Applicants;
- (i) it does not provide for any break fee or expense reimbursement, it being understood and agreed that no bidder other than the Stalking Horse Bidders shall be entitled to any bid protections;
- (j) in the case of a Sale Proposal, it identifies or contains the following:
 - (i) the purchase price or price range and key assumptions supporting the valuation and the anticipated amount of cash payable on closing of the proposed transaction;
 - (ii) any contemplated purchase price adjustment;
 - (iii) a description of the specific assets that are expected to be subject to the transaction and any assets or obligations expected to be excluded;
 - (iv) a description of those liabilities and obligations (including operating liabilities, obligations to employees, and reclamation obligations) which the Phase 1 Qualified Bidder intends to assume and which such liabilities and obligations it does not intend to assume;

- (v) information sufficient for the Monitor, in consultation with the Applicants, to determine that the Phase 1 Qualified Bidder has sufficient ability to satisfy and perform any liabilities or obligations assumed pursuant to subparagraph (iv) above; and
 - (vi) any other terms or conditions of the Sale Proposal that the Phase 1 Qualified Bidder believes are material to the transaction; and
- (k) in the case of an Investment Proposal, it identifies the following:
- (i) a description of how the Phase 1 Qualified Bidder proposes to structure the proposed investment, restructuring, recapitalization, refinancing or reorganization;
 - (ii) the aggregate amount of the equity and/or debt investment to be made in the Applicants or their business;
 - (iii) the underlying assumptions regarding the *pro forma* capital structure;
 - (iv) a description of those liabilities and obligations (including operating liabilities, obligations to employees, and reclamation obligations) which the Phase 1 Qualified Bidder intends to assume and which such liabilities and obligations it does not intend to assume;
 - (v) information sufficient for the Monitor, in consultation with the Applicants, to determine that the Phase 1 Qualified Bidder has sufficient ability to satisfy and perform any liabilities or obligations assumed pursuant to subparagraph (iv) above; and
 - (vi) any other terms or conditions of the Investment Proposal that the Phase 1 Qualified Bidder believes are material to the transaction.
15. The Monitor, in consultation with the Applicants, may waive compliance with any one or more of the requirements specified in subparagraphs 14(j) and/or (k) and deem any such non-compliant LOI to be a Phase 1 Qualified Bid;

Assessment of Phase 1 Qualified Bids and Subsequent Process

16. The Monitor, in consultation with the Applicants, may, following the receipt of any LOI, seek clarification with respect to any of the terms or conditions of such LOI and/or request and negotiate one or more amendments to such LOI prior to determining if the LOI should be considered a Phase 1 Qualified Bid or a Phase 1 Successful Bid (as defined below).
17. Following the Phase 1 Bid Deadline, the Applicant shall determine, in accordance with the requirements of paragraph 14 and in consultation and with the consent of the Monitor, the LOI(s) that are selected as the most favourable Phase 1 Qualified Bid(s), which Phase 1 Qualified Bid(s) shall be deemed a “**Phase 1 Successful Bid(s)**” and which Phase 1 Qualified Bidder(s) accordingly shall be deemed a “**Phase 2 Qualified Bidder(s)**”. For

greater certainty, there can be more than one Phase 1 Qualified Bid that may be determined as being a Phase 1 Successful Bid, and more than one Phase 1 Qualified Bidder that may be determined as being a Phase 2 Qualified Bidder.

18. Only Phase 2 Qualified Bidders – being those that have submitted a Phase 1 Successful Bid – shall be permitted to proceed to Phase 2 of the SISF. The Stalking Horse Agreement constitutes a Phase 1 Successful Bid and the Stalking Horse Bidders are Phase 2 Qualified Bidders for all purposes under the SISF, including the Auction.
19. The Monitor shall notify each Phase 1 Qualified Bidder in writing as to whether its Phase 1 Qualified Bid constituted a Phase 1 Successful Bid – such that it is a Phase 2 Qualified Bidder – within five (5) Business Days of the Phase 1 Bid Deadline, or at such later time as the Monitor deems appropriate, in consultation with the Applicants and the authorization of the Stalking Horse Bidders, acting reasonably.
20. In the event that no Phase 1 Successful Bids are received (other than the Stalking Horse Agreement), the Applicants shall promptly proceed to seek Court approval of the Stalking Horse Agreement; *provided, however*, that the Phase 1 Bid Deadline may be extended by the Monitor in consultation but only with the authorization of the Stalking Horse Bidders, acting reasonably.

PHASE 2: FORMAL OFFERS AND REMOVAL OF CONDITIONS

Formal Binding Offers

21. Any Phase 2 Qualified Bidder (other than the Stalking Horse Bidders) that wishes to make a formal offer with respect to his/her/its Sale Proposal or Investment Proposal shall submit a binding offer (a “**Binding Offer**”): (a) in the case of a Sale Proposal, in the form of the Template PSA provided in the VDR, along with a marked version showing edits to the original form of Template PSA provided in the VDR; or (b) in the case of an Investment Proposal, a plan or restructuring support agreement in form and substance satisfactory to the Monitor, in consultation with the Applicants (each, such Binding Offer submitted in accordance with paragraph 22 below, a “**Phase 2 Qualified Bid**”) in each case to the Monitor, at the address specified in Appendix B hereto (including by email) so as to be received by the Monitor not later than 5:00 p.m. (Eastern Standard Time) on May 11, 2022, or such other date or time as may be agreed by the Monitor in consultation with the Applicants and with the authorization of the Stalking Horse Bidders, acting reasonably (as may be extended, the “**Phase 2 Bid Deadline**”).
22. A Binding Offer will only be considered as a Phase 2 Qualified Bid if the Binding Offer:
 - (a) has been received by the Phase 2 Bid Deadline;
 - (b) is a Binding Offer: (i) to purchase all, substantially all, or a portion of the Business; and/or (ii) to make an investment in, restructure, recapitalize, reorganize or refinance the Applicants or their business, on terms and conditions reasonably acceptable to the Applicants;

- (c) identifies all executory contracts of the Applicants that the Phase 2 Qualified Bidder will assume and clearly describes, for each contract or on an aggregate basis, how all monetary defaults and non-monetary defaults will be remedied, as applicable;
- (d) is not subject to any financing conditionality;
- (e) is unconditional, other than upon the receipt of the Approval Order(s) (as defined below) and satisfaction of any other conditions expressly set forth in the binding offer;
- (f) includes acknowledgments and representations of the Phase 2 Qualified Bidder that it: (i) has had an opportunity to conduct any and all due diligence regarding the Opportunity prior to making its Binding Offer; (ii) has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Business in making its Binding Offer; (iii) did not rely upon any written or oral statements, representations, warranties, or guarantees whatsoever, whether express, implied, statutory or otherwise, regarding the Opportunity or the completeness of any information provided in connection therewith, other than as expressly set forth in the Binding Offer or other transaction document submitted with the Binding Offer; and (iv) promptly will commence any governmental or regulatory review of the proposed transaction by the applicable competition, antitrust or other applicable governmental authorities;
- (g) provides for net cash proceeds that are not less than the Minimum Purchase Price, unless it is a part of a bid that qualifies as an Aggregated Bid;
- (h) the Binding Offer must be accompanied by a letter that confirms that the Binding Offer: (i) may be accepted by the Applicants by countersigning the Binding Offer, and (ii) is irrevocable and capable of acceptance until the earlier of (A) two business days after the date of closing of the Successful Bid; and (B) the Outside Date;
- (i) does not provide for any break fee or expense reimbursement, it being understood and agreed that no bidder other than the Stalking Horse Bidders shall be entitled to any bid protections;
- (j) is accompanied by a deposit in the amount of not less than **5%** of the cash purchase price payable on closing or total new investment contemplated, as the case may be (the “**Deposit**”), along with acknowledgement that if the Phase 2 Qualified Bidder is selected as the Successful Bidder (as defined below), that the Deposit will be non-refundable subject to approval of the Successful Bid (as defined below) by the Court and the terms described in paragraph 35 below;
- (k) contemplates and reasonably demonstrates a capacity to consummate a closing of the transaction set out therein on or before June 6, 2022, or such earlier date as is practical for the parties to close the contemplated transaction, following the

satisfaction or waiver of the conditions to closing (the “**Target Closing Date**”) and in any event no later than June 6, 2022 (the “**Outside Date**”); and

- (l) contains an agreement that the Phase 2 Qualified Bidder submitting such bid, if not chosen as the Successful Bidder, shall serve, without modification to such bid, as a Backup Bidder (as defined below), in the event the Successful Bidder fails to close; *provided, however*, that, the Stalking Horse Bidders or their affiliates shall not be required to serve as Backup Bidder, but shall have the option, at their discretion, to serve as Backup Bidder if they elect to submit an overbid in the Auction.
23. The Applicants shall not purport to waive strict compliance with any one or more of the requirements specified above (for greater certainty, other than paragraph 22(c) above) and deem any such non-compliant Binding Offer to be a Phase 2 Qualified Bid.

Selection of Successful Bid

24. The Monitor, in consultation with the Applicants, may, following the receipt of any Binding Offer, seek clarification with respect to any of the terms or conditions of such Binding Offer and/or request and negotiate one or more amendments to such Binding Offer prior to determining if the Binding Offer should be considered a Phase 2 Qualified Bid.
25. The Applicants and the Monitor will: (a) review and evaluate each Phase 2 Qualified Bid; and (b) identify the highest or otherwise best bid (the “**Successful Bid**”, and the Phase 2 Qualified Bidder making such Successful Bid, the “**Successful Bidder**”) pursuant to the paragraphs below. Any Successful Bid shall be subject to approval by the Court.
26. In the event there is at least one Phase 2 Qualified Bid in addition to the Stalking Horse Agreement, the Successful Bid shall be identified through an Auction.
27. Auction: In the event that an auction (the “**Auction**”) is required in accordance with the terms of this SISP, it shall be conducted in accordance with the procedures set forth in this paragraph:
- (a) The Auction shall commence at a time to be designated by the Monitor, on May 15, 2022, and may, in the discretion of the Monitor, be held virtually due to the COVID-19 pandemic via videoconference, teleconference or such other reasonable means as the Monitor deems appropriate. The Monitor and the Applicants shall work in good faith with the parties entitled to attend the Auction to arrange for the Auction to be so held. The Monitor, with the consent of the Applicants, reserves the right to cancel or postpone the Auction.
 - (b) The identity of each Phase 2 Qualified Bidder participating in the Auction will be disclosed, on a confidential basis, to each other Phase 2 Qualified Bidder participating in the Auction.
 - (c) Except as otherwise permitted in the Monitor’s discretion, only the Applicants, the Monitor and the Phase 2 Qualified Bidders, and, in each case, their respective professionals shall be entitled to attend the Auction. Only a Phase 2 Qualified

Bidder (including, for greater certainty, the Stalking Horse Bidders) is eligible to participate in the Auction.

- (d) Phase 2 Qualified Bidders shall appear at the Auction, or through a duly authorized representative.
- (e) Except as otherwise set forth herein, the Monitor, in consultation with the Applicants, may waive and/or employ and announce at the Auction additional rules, including rules to facilitate the participation of parties participating in an Aggregated Bid, that are reasonable under the circumstances for conducting the Auction, provided that such rules are: (i) not inconsistent with the Initial Order, the SISP, the Bidding Procedures, the DIP Amendment, the CCAA, or any order of the Court entered in connection with the CCAA Proceedings; (ii) disclosed to each Phase 2 Qualified Bidder; and (iii) designed, in the Monitor's business judgment, to result in the highest and otherwise best offer.
- (f) The Monitor will arrange for the actual bidding at the Auction to be transcribed or recorded. Each Phase 2 Qualified Bidder participating in the Auction shall designate a single individual to be its spokesperson during the Auction.
- (g) Each Phase 2 Qualified Bidder participating in the Auction must confirm on the record, at the commencement of the Auction and again at the conclusion of the Auction, that it has not engaged in any collusion with the Applicants or any other person, without the consent of the Applicants and the Monitor, regarding the SISP, that has not been disclosed to all other Phase 2 Qualified Bidders. For greater certainty, communications between the Stalking Horse Bidders and either the Applicants or the Monitor with respect to and in preparation of the Stalking Horse Agreement, the SISP, the Bidding Procedures and other ancillary matters prior to the issuance of the Bidding Procedures Order and the commencement of the SISP shall not represent collusion nor communications prohibited by the present paragraph.
- (h) Prior to the Auction, the Monitor shall identify, in consultation with the Applicants, the highest and best of the Phase 2 Qualified Bids received and such Phase 2 Qualified Bid shall constitute the opening bid for the purposes of the Auction (the "**Opening Bid**"). Subsequent bidding will continue in minimum increments valued at not less than \$[1,000,000] cash in excess of the Opening Bid. For the purposes of facilitating bidding, the Monitor, with the consent of the Applicants, may ascribe a monetary value to non-cash considerations, including by way of example, to different levels of conditionality to closing. Each Phase 2 Qualified Bidder (other than the Stalking Horse Bidders) shall provide evidence of its financial wherewithal and ability to consummate the transaction at the increased purchase price, if so requested by the Monitor, in consultation with the Applicants. Further, in the event that an Aggregated Bid qualifies to participate in the Auction, modifications to the bidding requirements may be made by the Monitor, in consultation with the Applicants, to facilitate bidding by the participants in the Aggregated Bid.

- (i) All Phase 2 Qualified Bidders shall have the right to, at any time, request that the Monitor announce, subject to any potential new bids, the then-current highest and best bid and, to the extent requested by any Phase 2 Qualified Bidder, use reasonable efforts to clarify any and all questions such Phase 2 Qualified Bidder may have regarding the Monitor's announcement of the then-current highest and best bid.
 - (j) Each participating Phase 2 Qualified Bidder shall be given reasonable opportunity to submit an overbid at the Auction to any then-existing overbids. The Auction shall continue until the bidding has concluded and there is one remaining Phase 2 Qualified Bidder that the Monitor, in consultation with the Applicants, determine has submitted the highest and otherwise best Phase 2 Qualified Bid of the Auction. At such time and upon the conclusion of the bidding, the Auction shall be closed and the final remaining Phase 2 Qualified Bidder shall be the Successful Bidder.
 - (k) Upon selection of a Successful Bidder, the Monitor shall require the Successful Bidder to deliver as soon as practicable an amended and executed transaction document that reflects its final bid and any other modifications submitted and agreed to during the Auction, prior to the filing of the application material for the hearing to consider the Approval Motion (as defined below).
 - (l) The Monitor and the Applicants shall not consider any bids submitted after the conclusion of the Auction.
28. The final Successful Bid and the Backup Bid shall be selected by no later than May 15, 2022 and the definitive documentation in respect of the Successful Bid must be finalized and executed no later than May 23, 2022, which definitive documentation shall be conditional only upon the receipt of the Approval Order(s) and the express conditions set out therein and shall provide that the Successful Bidder shall use all reasonable efforts to close the proposed transaction by no later than the Target Closing Date, or such longer period as shall be agreed to by the Monitor in consultation with the Applicants and the Successful Bidder. In any event, the Successful Bid must be closed by no later than the Outside Date, unless with the authorization of the DIP Lenders, acting reasonably.
29. Notwithstanding anything in the SISP to the contrary, if an Auction is conducted, the Phase 2 Qualified Bidder with the next highest or otherwise best Phase 2 Qualified Bid at the Auction, as determined by the Monitor, in consultation with the Applicants, will be designated as the backup bidder (the "**Backup Bidder**"); *provided* that the Stalking Horse Bidders shall not be a Backup Bidder, unless they elect to provide an overbid in the Auction. The Backup Bidder shall be required to keep its initial Phase 2 Qualified Bid (or if the Backup Bidder submitted one or more overbids at the Auction, the Backup Bidder's final overbid) (the "**Backup Bid**") open until the earlier of: (A) two business days after the date of closing of the Successful Bid; and (B) the Outside Date.

Approval of Successful Bid

30. The Applicants shall apply to the Court (the “**Approval Motion**”) for one or more orders: (i) approving the Successful Bid and the Backup Bid (as applicable) and authorizing the taking of such steps and actions and completing such transactions as are set out therein or required thereby; and (ii) granting a vesting order and/or reverse vesting order to the extent that such relief is contemplated by the Successful Bid or the Backup Bid, as applicable, so as to vest title to any purchased assets in the name of the Successful Bidder or the Backup Bidder (as applicable) and/or vesting unwanted liabilities out of one or more of the Applicants (collectively, the “**Approval Order(s)**”). The Approval Motion will be held on a date to be scheduled by the Applicants and confirmed by the Court upon application by the Applicants, who shall use their best efforts to schedule the Approval Motion on or before May 30, 2022, subject to Court availability. With the consent of the Monitor and the Successful Bidder, the Approval Motion may be adjourned or rescheduled by the Applicants without further notice, by an announcement of the adjourned date at the Approval Motion or in a notice to the service list of the CCAA Proceedings prior to the Approval Motion. The Applicants shall consult with the Monitor, the Successful Bidder and the Backup Bidder regarding the application material to be filed by the Applicants for the Approval Motion.
31. All Phase 2 Qualified Bids (other than the Successful Bid) shall be deemed rejected on and as of the date of the closing of the Successful Bid, with no further or continuing obligation of the Applicants to any unsuccessful Phase 2 Qualified Bidders; save and except that the Applicants’ obligation to pay any expense reimbursement to the Stalking Horse Bidders – if they are not the Successful Bidder – shall continue in full force and effect until paid in full.

Deposits

32. The Deposit(s):
- (a) shall, upon receipt from the Phase 2 Qualified Bidder(s), be retained by the Monitor and deposited in a non-interest-bearing trust account.
 - (b) received from the Successful Bidder, shall:
 - (i) be applied to the purchase price to be paid by the applicable Successful Bidder whose Successful Bid is the subject of the Approval Order(s), upon closing of the approved transaction; and
 - (ii) shall otherwise be held and refundable in accordance with the terms of the definitive documentation in respect of any Successful Bid, provided that all such documentation shall provide that the Deposit shall be retained by the Applicants and forfeited by the Successful Bidder, if the Successful Bid fails to close by the Outside Date, and such failure is attributable directly to any failure or omission of the Successful Bidder to fulfil its obligations under the terms of the Successful Bid;

- (c) received from the Backup Bidder, unless it is subsequently selected as the Successful Bidder, shall be fully refunded, to the Backup Bidder on or before the earlier of: (i) two (2) Business Days after the date of the closing to the Successful Bid; or (ii) June 6, 2022; and
 - (d) received from the Phase 2 Qualified Bidder(s) that are not the Successful Bidder or the Backup Bidder shall be fully refunded, to the Phase 2 Qualified Bidder(s) that paid the Deposit(s) as soon as practical following the selection of the Successful Bidder and in any event no later than June 6, 2022.
33. Notwithstanding anything to the contrary herein, the Stalking Horse Bidders shall not be required to provide a Deposit.

“As is, Where is”

34. Any sale (or sales) of the Business will be on an “**as is, where is**” basis except for representations and warranties that are customarily provided in purchase agreements for a company subject to CCAA proceedings and any such representations and warranties provided for in the definitive documents shall not survive closing.

Free of Any and All Claims And Interests

35. In the event of a sale, to the extent permitted by law, all of the rights, title and interests of the Applicants in and to the Business to be acquired will be sold free and clear of all pledges, liens, security interests, encumbrances, claims, charges, options, and interests thereon and there against (collectively, the “**Claims and Interests**”) pursuant to section 36(6) of the CCAA, such Claims and Interests to attach to the net proceeds of the sale of such Business (without prejudice to any claims or causes of action regarding the priority, validity or enforceability thereof), except to the extent otherwise set forth in the relevant transaction documents with a Successful Bidder.

Credit Bidding

36. The Stalking Horse Bidders shall be entitled pursuant to the Stalking Horse Agreement to credit bid any existing secured obligations owing to them and/or to the DIP Lenders together with outstanding DIP Amendment advances made by them and/or the DIP Lenders, including all interest, costs and fees to which the Stalking Horse Bidders and the DIP Lenders are entitled pursuant to their loan and security agreements with the Applicants.
37. Any other party or parties holding a valid, enforceable, and properly perfected security interest in the Business may, subject in all respects to such party’s compliance with the Bidding Procedures, credit bid the amount of debt secured by such lien as part of any transaction contemplated by the Bidding Procedures; provided, however, that such transaction shall also provide for the indefeasible and irrevocable repayment in full in cash on the date of closing of any such transaction of any and all obligations: (i) owing to the DIP Lenders in respect of the DIP Amendment; and (ii) secured by a security interest in the Business that is to be acquired under such transaction that is senior to the security

interest held in such Business by the party submitting such credit bid unless the holder or indenture trustee or agent of any such senior security interest otherwise agrees. Nothing contained in this paragraph 37 is intended to, or shall, alter or amend the rights, terms or obligations under any intercreditor agreement or indenture.

Confidentiality

38. For greater certainty other than as shall be required in connection with any Auction or Approval Motion, neither the Applicants nor the Monitor will share: (i) the identity of any Potential Bidder, or Phase 1 Qualified Bidder (other than the Stalking Horse Bidders); or (ii) the terms of any bid, LOI, Phase 1 Qualified Bid, Sale Proposal, Investment Proposal or Phase 2 Qualified Bid (other than the Stalking Horse Agreement), with any other bidder (including, without limitation, the Stalking Horse Bidders) without the consent of such party (including by way of email).

Further Orders

39. At any time during the SISP, the Applicants or the Monitor may apply to the Court for advice and directions with respect to any aspect of this SISP and the Bidding Procedures including, but not limited to, the continuation of the SISP or with respect to the discharge of its powers and duties hereunder.

Additional Terms

40. In addition to any other requirement of these Bidding Procedures:
- (a) The Applicants and the Monitor, as applicable, shall at all times prior to the selection of a Successful Bid use commercially reasonable efforts to facilitate a competitive bidding process in the SISP including, without limitation, by actively soliciting participation by all persons who would be customarily identified as high potential bidders in a process of this kind or who may be reasonably proposed by any the Applicants' stakeholders as a high potential bidder.
 - (b) Any consent, approval or confirmation to be provided by the Stalking Horse Bidders, the Applicants and/or the Monitor is ineffective unless provided in writing and any approval required pursuant to the terms hereof is in addition to, and not in substitution for, any other approvals required by the CCAA or as otherwise required at law in order to implement a Successful Bid. For the avoidance of doubt, a consent, approval or confirmation provided by email shall be deemed to have been provided in writing for the purposes of this paragraph.
 - (c) All Phase 1 Qualified Bidders and Phase 2 Qualified Bidders shall at all times be granted information, access and facilitation that is no less complete and timely than is granted by the Applicants, or their representatives, to the Stalking Horse Bidders or their representatives, pursuant to the SISP. This shall include, without limitation, reasonable access to the Applicants' books, records, financial information, management, advisors and business partners. The Applicants and the Monitor shall review all information and materials provided by the Applicants or their

representatives to the DIP Lenders or their representatives pursuant to the DIP Amendment and, to the extent that the Monitor, in consultation with the Applicants, is of the view that any such information or materials are materially relevant to a Potential Bidder or Phase 1 Qualified Bidder or Phase 2 Qualified Bidder, then such information or materials shall be promptly posted to the VDR or otherwise made available to all Potential Bidders, Phase 1 Qualified Bidders and Phase 2 Qualified Bidders. Nothing in this paragraph creates binding obligations of third parties.

- (d) Nothing in this SISP shall require that a Successful Bid, Backup Bid or any other bid must be approved by the Court. The Court at all times retains the discretion to direct the clarification, termination, extension or modification of the SISP and Bidding Procedures on application of any interested party.
- (e) Prior to the seeking of Court approval for any transaction or bid contemplated by this SISP, the Monitor will provide a report to the Court on the SISP process, parts of which may be filed under seal, including in respect of any and all bids received.

APPENDIX A
DEFINED TERMS

“**Aggregated Bids**” shall have the meaning set forth in paragraph 14(g)(iii).

“**Applicants**” shall have the meaning set forth in the preamble.

“**Approval Motion**” shall have the meaning set forth in paragraph 30.

“**Approval Order(s)**” shall have the meaning set forth in paragraph 30.

“**Auction**” shall have the meaning set forth in paragraph 27.

“**Backup Bid**” shall have the meaning set forth in paragraph 29.

“**Backup Bidder**” shall have the meaning set forth in paragraph 29.

“**Bid**” shall have the meaning set forth in the preamble.

“**Bidding Procedures**” shall have the meaning set forth in the preamble.

“**Bidding Procedures Order**” shall have the meaning set forth in the preamble.

“**Binding Offer**” shall have the meaning set forth in paragraph 21.

“**Business**” shall have the meaning set forth in the preamble.

“**Business Day**” means a day on which banks are open for business in Toronto, Montréal and New York but does not include a Saturday, Sunday or statutory holiday in the Province of Ontario, or the Province of Québec or the State of New York.

“**CCAA**” shall have the meaning set forth in the preamble.

“**CCAA Proceedings**” shall have the meaning set forth in the preamble.

“**CIM**” shall have the meaning set forth in paragraph 11.

“**Claims and Interests**” shall have the meaning set forth in paragraph 35.

“**Court**” shall have the meaning set forth in the preamble.

“**Deposit**” shall have the meaning set forth in paragraph 22(j).

“**DIP Amendment**” means the Sixth amending agreement dated December 22, 2021, to the Existing Credit Agreement among the [Applicants]², Orion, IQ, and the other lenders party thereto from time to time providing for DIP financing.

“**DIP Lenders**” means, collectively, Orion and IQ, each in its capacity as lender under the DIP Amendment.

“**Existing Credit Agreement**” means the bridge credit agreement dated January 18, 2019 among the [Applicants], Orion, IQ, and the other lenders party thereto from time to time, as amended by the first amending agreement made as of January 18, 2020 among the [Applicants], Orion, IQ, and the other lenders party thereto from time to time, as amended by the second amending agreement made as of April 18, 2020 among the [Applicants], Orion, IQ, and the other lenders party thereto from time to time, and as amended by the DIP Amendment.

“**Financing Party**” shall have the meaning set forth in paragraph 9.

“**Initial Order**” shall have the meaning set forth in the preamble.

“**Investment Proposal**” shall have the meaning set forth in paragraph 14(g)(ii).

“**IQ**” shall have the meaning set forth in the preamble.

“**LOI**” shall have the meaning set forth in paragraph 31.

“**Monitor**” shall have the meaning set forth in the preamble.

“**Minimum Purchase Price**” shall have the meaning set forth in paragraph 14(g)(iii).

“**NDA**” shall have the meaning set forth in paragraph 9.

“**Opening Bid**” shall have the meaning set forth in paragraph 27(h).

“**Opportunity**” shall have the meaning set forth in paragraph 2.

“**Orion**” shall have the meaning set forth in the preamble.

“**Outside Date**” shall have the meaning set forth in paragraph 22(k).

“**Partial Sale Proposal**” shall have the meaning set forth in paragraph 14(g)(i).

“**Phase 1**” shall have the meaning set forth in paragraph 8.

“**Phase 1 Bid Deadline**” shall have the meaning set forth in paragraph 13.

“**Phase 1 Qualified Bid**” shall have the meaning set forth in paragraph 13.

² [NTD: To insert new definition if “Applicants” is revised to not include all four BlackRock entities.]

“**Phase 1 Qualified Bidder**” shall have the meaning set forth in paragraph 10.

“**Phase 1 Successful Bid**” shall have the meaning set forth in paragraph 17.

“**Phase 2**” shall have the meaning set forth in paragraph 8.

“**Phase 2 Bid Deadline**” shall have the meaning set forth in paragraph 21.

“**Phase 2 Qualified Bid**” shall have the meaning set forth in paragraph 21.

“**Phase 2 Qualified Bidder**” shall have the meaning set forth in paragraph 17.

“**Potential Bidder**” shall have the meaning set forth in paragraph 9.

“**Sale Proposal**” shall have the meaning set forth in paragraph 14(g)(i).

“**SISP**” shall have the meaning set forth in the preamble.

“**Stalking Horse Agreement**” shall have the meaning set forth in the preamble.

“**Stalking Horse Bidders**” shall have the meaning set forth in the preamble.

“**Successful Bid**” shall have the meaning set forth in paragraph 25.

“**Successful Bidder**” shall have the meaning set forth in paragraph 25.

“**Target Closing Date**” shall have the meaning set forth in paragraph 22(k).

“**Solicitation Letter**” shall have the meaning set forth in paragraph 7.

“**Template LOI**” shall have the meaning set forth in paragraph 12.

“**Template PSA**” shall have the meaning set forth in paragraph 12.

“**VDR**” shall have the meaning set forth in paragraph 8.

APPENDIX B

TO THE APPLICANTS:

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Attention: **Sean Cleary**
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