

ONTARIO  
SUPERIOR COURT OF JUSTICE  
COMMERCIAL LIST

THE HONOURABLE

JUSTICE Wilton-Siegel

THURSDAY, THE 10TH DAY

OF NOVEMBER, 2016

Adm

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF  
LABRADOR IRON MINES HOLDINGS LIMITED, LABRADOR IRON MINES LIMITED  
and SCHEFFERVILLE MINES INC. (the "Applicants")

MEETING ORDER

**THIS MOTION** made by the Applicants for an Order *inter alia*:

- a) authorizing the Applicants to file with the Court a plan of compromise and arrangement of the Applicants under the *Companies' Creditors Arrangement Act* (the "**CCAA**"); and
- b) authorizing and directing the Applicants to call a meeting of creditors to consider and vote upon the plan of compromise and arrangement filed by the Applicants,

was heard this day at 330 University Avenue, Toronto, Ontario.

**ON READING** the Notice of Motion, the Affidavit of John F. Kearney sworn November 3, 2016 (the "**Plan Affidavit**"), the 8<sup>th</sup> Report of KSV Kofman Inc. in its capacity as Court-appointed monitor of the Applicants (the "**Monitor**") (the "**Plan**

**Report**") and on hearing from counsel for the Applicants, the Monitor, and such other counsel as were present, no one else appearing although duly served as appears from the affidavit of service, filed,

### SERVICE

1. **THIS COURT ORDERS** that the time for service of the Notice of Motion and Motion Record herein be and is hereby abridged, that the manner of service is hereby validated and service upon any interested party other than those parties served is hereby dispensed with, and that the motion is properly returnable today.

### DEFINITIONS

2. **THIS COURT ORDERS** that, unless otherwise defined in this Order, capitalized terms shall have the meaning given in the Plan of Compromise and Arrangement in respect of the Applicants, appended to the Plan Affidavit (subject to the minor revisions reflected in **Schedule "F"** to this order, and as it may be further amended in accordance with its terms, the "**Plan**").

### PLAN OF COMPROMISE AND ARRANGEMENT

3. **THIS COURT ORDERS** that the Plan be and is hereby accepted for filing with the Court, and that the Applicants are authorized to seek approval of the Plan by Affected Unsecured Creditors in the manner set forth herein.

4. **THIS COURT ORDERS** that the Applicants, with the consent of the Monitor, be and they are hereby authorized to make and to file a modification or restatement of, or amendment or supplement to, the Plan (each a "**Plan Modification**") prior to or at the Meetings, in which case any such Plan Modification shall, for all purposes, be and be deemed to form part of and be incorporated into the Plan. The Applicants shall give notice of any such Plan Modification at the Meetings prior to the vote being taken to approve the Plan. The Applicants may give notice of any such Plan Modification at or before the Meetings by notice which shall be sufficient if, in the case of notice at the Meetings, given to those Affected Creditors present at such meeting in person or by

Proxy and, in the case of notice before the Meetings, provided to those Persons listed on the service list posted on the Monitor's Website (as amended from time to time, the "**Service List**"). The Monitor shall forthwith post on the Monitor's Website any such Plan Modification, with notice of such posting forthwith provided to the Service List.

5. **THIS COURT ORDERS** that after the Meetings (and both prior to and subsequent to the obtaining of any Sanction Order), the Applicants may at any time and from time to time, with the consent of the Monitor, effect a Plan Modification (a) pursuant to an Order of the Court or (b) where such Plan Modification concerns a matter which, in the opinion of the Applicants and the Monitor, is of an administrative nature required to better give effect to the implementation of the Plan and the Sanction Order or to cure any errors, omissions or ambiguities, and in either circumstance is not materially adverse to the financial or economic interests of the Affected Creditors. The Monitor shall forthwith post on the Monitor's Website any such Plan Modification, with notice of such posting forthwith provided to the Service List.

#### **NOTICE OF MEETINGS**

6. **THIS COURT ORDERS** that each of the following in substantially the forms attached to this Order as **Schedules "A", "B", "C", and "D"**, respectively, are hereby approved:

- a. the form of notice of the Meetings and Sanction Hearing (the "**Notice of Meeting**");
- b. the form of proxy for Affected Unsecured Creditors (the "**Affected Unsecured Creditors Proxy**");
- c. the form of Convenience Claim Election (the "**Convenience Claim Election**"); and,
- d. the form of resolution to approve the Plan (the "**Resolution**")

(collectively, the "**Notice/Voting Materials**").

7. **THIS COURT ORDERS** that, notwithstanding paragraph 6 above, but subject to paragraphs 4 and 5, the Applicants may from time to time make such minor changes to the documents in the Notice/Voting Materials as the Applicants and the Monitor consider necessary or desirable or to conform the content thereof to the terms of the Plan, this Order or any further Orders of the Court.

8. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall cause a copy of the Notice/Voting Materials (and any amendments made thereto in accordance with paragraph 7 hereof), this Order, the Plan Affidavit and the Plan Report (collectively with the Notice/Voting Materials, the "**Meeting Materials**") to be posted on the Monitor's Website. The Monitor shall ensure that the Meeting Materials (and any amendments made thereto in accordance with paragraph 7 hereof) remain posted on the Monitor's Website until at least one (1) Business Day after the Plan Implementation Date.

9. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order, the Monitor shall send the Meeting Materials to all Affected Creditors known to the Monitor and the Applicants as of the date of this Order by regular mail (except in the event of a postal strike), facsimile, courier or e-mail at the last known address (including fax number or email address) for such Affected Creditors set out in the books and records of the Applicants.

10. **THIS COURT ORDERS** that, as soon as practicable following the receipt of a request therefor, the Monitor shall send a copy of the Meeting Materials by regular mail (except in the event of a postal strike), facsimile, courier or e-mail, to each Affected Creditor who, no later than three (3) Business Days prior to the applicable Meeting (or any adjournment thereof), makes a written request for it.

11. **THIS COURT ORDERS** that, as soon as practicable after the granting of this Order and in any event within four (4) Business Days following the date of this Order, the Monitor shall use reasonable efforts to cause an announcement substantially in the form attached hereto as **Schedule "E"** (the "**Public Announcement**"), to be published for a period of one (1) Business Day in the following newspapers: The Globe & Mail

(National Edition; English), The Telegram (St. John's, NL; English) and Le Journal Nord-Côtier (Sept-Îles, Québec: French).

12. **THIS COURT ORDERS** that the publication of the Public Announcement in accordance with paragraph 11 above, the sending of a copy of the Meeting Materials to Affected Creditors in accordance with paragraph 9 above, the posting of the Meeting Materials on the Monitor's Website, and the provision of notice to others in the manner set out in paragraph 10 above, shall constitute good and sufficient service of this Order, the Plan and the Notice of Meeting on all Persons who may be entitled to receive notice thereof, or who may wish to be present in person or by proxy at the Meetings or in these proceedings, and no other form of notice or service need be made on such Persons.

#### **THE MEETING**

13. **THIS COURT ORDERS** that the Applicants are hereby authorized and directed to call, hold and conduct a separate meeting for each of the two classes of Affected Unsecured Creditors contemplated by the Plan (each a "**Voting Class**") at the offices of Paliare Roland Rosenberg Rothstein LLP, Barristers, 155 Wellington Street West, 35<sup>th</sup> floor, Toronto Ontario M5V 3H1, on December 6, 2016,

- a. at 10:00 a.m. EDT, for the Affected Unsecured Creditors of LIMH (the "**LIMH Unsecured Creditors Meeting**"); and,
- b. at 11:00 a.m. EDT or, in the event that the LIMH Unsecured Creditors Meeting is still ongoing at that time, at such later time as the Chair (defined below) may designate, for the Affected Unsecured Creditors of LIM and SMI (the "**LIM/SMI Unsecured Creditors Meeting**" and, together with the LIMH Unsecured Creditors Meeting, the "**Meetings**" and each a "**Meeting**"),

and as adjourned to such places and times as the Chair may determine in accordance with paragraph 18 hereof, for the purposes of considering and voting on the Resolution and transacting such other business as may be properly brought before the applicable Meeting.

## PROCEDURE AT THE MEETINGS

14. **THIS COURT ORDERS** that a representative of the Monitor designated by it shall preside as the chair of the Meetings (the "**Chair**") and, subject to this Meeting Order or any further Order of the Court, shall decide all matters relating to the conduct of the Meetings.

15. **THIS COURT ORDERS** that the Chair is authorized to accept and rely on Proxies or such other forms as may be acceptable to the Chair.

16. **THIS COURT ORDERS** that a person designated by the Monitor shall act as secretary at each Meeting (the "**Secretary**") and the Monitor may appoint scrutineers for the supervision and tabulation of the attendance, quorum and votes cast at each Meeting (the "**Scrutineers**"). The Scrutineers shall tabulate the votes in respect of all Voting Claims and Disputed Voting Claims, if any, at each Meeting.

17. **THIS COURT ORDERS** that the quorum required at each Meeting shall be one Affected Unsecured Creditor with a Voting Claim present at such Meeting in person or by proxy. If the requisite quorum is not present at a Meeting, then such Meeting shall be adjourned by the Chair to such time and place as the Chair deems necessary or desirable.

18. **THIS COURT ORDERS** a Meeting shall be adjourned (and may be adjourned on one or more occasions) to such date, time and place as may be designated by the Chair or the Monitor, if:

- a. the requisite quorum is not present at such Meeting;
- b. such Meeting is postponed by a vote of the majority in value of the Affected Unsecured Creditors with Voting Claims present in person or by proxy at such Meeting; or
- c. prior to or during the Meeting, the Chair or the Monitor, following consultation with the Applicants, otherwise decides to adjourn such Meeting,

and the announcement of the adjournment by the Chair at such Meeting (if the adjournment is during a Meeting), the posting of notice of such adjournment on the Monitor's Website, and written notice to the Service List with respect to such adjournment shall constitute sufficient notice of the adjournment and neither the Applicants nor the Monitor shall have any obligation to give any other or further notice to any Person of the adjourned Meeting.

19. **THIS COURT ORDERS** that the only Persons entitled to attend or to speak at the Meetings are the Affected Unsecured Creditors (or their respective duly appointed proxyholders), representatives of the Monitor and the Applicants, all such parties' legal counsel and advisors, the Chair, the Secretary and the Scrutineers (defined below), provided that an Affected Unsecured Creditor (or its respective duly appointed proxyholder) and its legal counsel and advisors shall only be entitled to attend or to speak at a Meeting if such Affected Unsecured Creditor is entitled to vote at the applicable Meeting in accordance with this Order. Any other person may be admitted to a Meeting only by invitation of the Chair.

20. **THIS COURT ORDERS** that, for greater certainty, and without limiting the generality of anything in this Order, Persons holding Unaffected Claims are not entitled to vote on the Plan at a Meeting in respect of such Unaffected Claim and, except as otherwise permitted herein, shall not be entitled to attend a Meeting.

21. **THIS COURT ORDERS** that, for greater certainty, Affected Unsecured Creditors shall have no right to, and shall not, vote at the Meeting (or receive any distribution under the Plan) in respect of any Equity Claims.

#### **VOTING AT THE MEETINGS**

22. **THIS COURT ORDERS** that the Chair be and is hereby authorized to direct a vote at each Meeting, by confidential written ballot or by such other means as the Chair may consider appropriate, with respect to: (i) the Resolution and any amendments thereto; and (ii) any other resolutions as the Chair may consider appropriate following consultation with the Applicants.

23. **THIS COURT ORDERS** that all proxies ("**Proxies**", each a "**Proxy**") submitted in respect of the Meetings (or any adjournment thereof) must be in substantially the form attached to this Order as Schedule "B" or in such other form acceptable to the Monitor or the Chair. All Proxies must be: (a) submitted to the Monitor by 5:00 pm at least one (1) Business Day prior to the Meetings or any adjourned Meeting; or (b) deposited with the Chair at a Meeting (or any adjournment, postponement or rescheduling thereof) immediately prior to the vote at the time specified by the Chair (the "**Election/Proxy Deadline**"). The Monitor is hereby authorized to use reasonable discretion as to the adequacy of compliance with respect to the manner in which any Proxy is completed and executed, and may waive strict compliance with the requirements in connection with the deadlines imposed in connection therewith.

24. **THIS COURT ORDERS** that, in the absence of any instruction to vote for or against the approval of the Resolution in a duly signed and returned Proxy, the Proxy shall be deemed to constitute a vote for the approval of the Resolution provided that the proxyholder does not otherwise exercise its right to vote at the Meeting.

25. **THIS COURT ORDERS** that, for the purposes of voting at the Meetings, each Affected Unsecured Creditor of each Voting Class shall be entitled to one vote as a member of the Voting Class to which such Affected Unsecured Creditor belongs.

26. **THIS COURT ORDERS** that, for the purposes of voting at the Meetings, the Voting Claim of any Affected Unsecured Creditor shall be deemed equal to the dollar amount of his, her or its Voting Claim.

27. **THIS COURT ORDERS** that each Convenience Creditor shall be deemed to have voted in favour of the Plan in respect of its Convenience Claim.

28. **THIS COURT ORDERS** that a holder of Intercompany Claims shall not be entitled to vote on the Plan.



### **TRANSFERS OR ASSIGNMENTS OF CLAIMS**

29. **THIS COURT ORDERS** that an Affected Unsecured Creditor may transfer or assign the whole of its Affected Unsecured Claim prior to the Meetings. If an Affected Unsecured Creditor transfers or assigns the whole of an Affected Unsecured Claim to another Person, such transferee or assignee shall not be entitled to attend and vote the transferred or assigned Affected Unsecured Claim at the applicable Meeting unless (i) the assigned Affected Unsecured Claim is a Voting Claim or Disputed Claim, or a combination thereof, and (ii) satisfactory notice of and proof of transfer or assignment has been delivered to the Monitor in accordance with the Claims Procedure Order no later than seven (7) days prior to the date of the applicable Meeting. Where an Affected Unsecured Claim has been transferred or assigned in part, the transferor or assignor shall retain the right to vote at the applicable Meeting in respect of the full amount of the Voting Claim, and the transferee or assignee shall have no voting rights at the applicable Meeting in respect of such Voting Claim.

### **DISPUTED VOTING CLAIMS**

30. **THIS COURT ORDERS** that notwithstanding anything to the contrary herein, an Affected Unsecured Creditor holding a Disputed Voting Claim (or its duly appointed proxyholder) may attend the Meeting and vote its Disputed Voting Claim at such Meeting in the amount set out in its Proof of Claim or Notice of Dispute of Claim, as applicable, without prejudice to the rights of the Applicants, the Monitor or the holder of the Disputed Voting Claim with respect to the final determination of the Disputed Voting Claim for distribution purposes, provided that votes cast in respect of any Disputed Voting Claim shall not be counted for any purpose, pending further order of this Court.

31. **THIS COURT ORDERS** that the Monitor shall keep a separate record of votes cast by Affected Unsecured Creditors holding Disputed Voting Claims and shall report to the Court with respect thereto at the motion for the Sanction Order.

### APPROVAL OF THE PLAN

32. **THIS COURT ORDERS** that in order to be approved, the Plan must receive an affirmative vote of each Voting Class by the majorities required by the CCAA (the "Required Majorities").

33. **THIS COURT ORDERS** that following the votes at the Meetings, the Scrutineers shall tabulate the votes in each Voting Class and the Monitor shall determine whether the Plan has been accepted by the Required Majorities.

34. **THIS COURT ORDERS** that the result of any vote conducted at a Meeting of a Voting Class shall be binding upon all Affected Unsecured Creditors of that Voting Class, whether or not any such Affected Unsecured Creditor was present or voted at the Meeting.

35. **THIS COURT ORDERS** that the Monitor shall file a report with this Court as soon as practicable after the Meetings or any adjournment thereof, as applicable, in respect of the results of the votes, including whether:

- a. the Plan has been accepted by the Required Majorities in each Voting Class; and,
- b. whether the votes cast in respect of Disputed Voting Claims, if applicable, would affect the result of the vote.

36. **THIS COURT ORDERS** that a copy of the Monitor's Report in respect of the Meetings shall be posted on the Monitor's Website prior to the Sanction Hearing.

### CONVENIENCE CLAIM ELECTION

37. **THIS COURT ORDERS** that any Affected Unsecured Creditor with one or more Voting Claims in an aggregate amount in excess of \$5,000 shall be entitled to elect to receive only the Cash Elected Amount and be deemed to vote in favour of the Plan in accordance with paragraph 27 hereof by returning an executed Convenience Claim Election to the Monitor prior to the Election/Proxy Deadline.

**SANCTION HEARING AND ORDER**

38. **THIS COURT ORDERS** that if the Plan has been accepted by the Required Majorities, the Applicants shall bring a motion seeking the Sanction Order on December 14, 2016, or as soon thereafter as the matter can be heard (the "Sanction Hearing").

*Handwritten signature*

39. **THIS COURT ORDERS** that service of the Notice of Meeting and the posting of this Order to the Monitor's Website pursuant to paragraphs 8 to 11 hereof shall constitute good and sufficient service of notice of the Sanction Hearing upon all Persons who may be entitled to receive such service and no other form of service or notice need be made on such Persons and no other materials need be served on such Persons in respect of the Sanction Hearing.

40. **THIS COURT ORDERS** that any Person (other than the Applicants and the Monitor) wishing to receive materials and appear at the Sanction Hearing and who has not already served upon the lawyers for each of the Applicants and the Monitor and all other parties on the Service List and filed with this Court a Notice of Appearance conforming with the Ontario *Rules of Civil Procedure* shall do so by no later than 5:00 p.m. (Toronto time) on the date that is 7 days prior to the Sanction Hearing.

41. **THIS COURT ORDERS** that any Person who wishes to oppose the motion for the Sanction Order shall serve upon the lawyers for each of the Applicants and the Monitor and upon all other parties on the Service List, and file with this Court, a copy of the materials to be used to oppose the motion for the Sanction Order by no later than 5:00 p.m. (Toronto time) on the date that is 7 days prior to the Sanction Hearing.

42. **THIS COURT ORDERS** that if the Sanction Hearing is adjourned, only those Persons who are listed on the Service List (including those Persons who have complied with paragraph 40 of this Order) shall be served with notice of the adjourned date of the Sanction Hearing.

43. **THIS COURT ORDERS** that subject to any further Order of this Court, in the event of any conflict, inconsistency, ambiguity or difference between the provisions of the Plan and this Order, the terms, conditions and provisions of the Plan shall govern and be paramount, and any such provision of this Order shall be deemed to be amended to the extent necessary to eliminate any such conflict, inconsistency, ambiguity or difference.

**GENERAL**

44. **THIS COURT ORDERS** that the Applicants and the Monitor may, in writing, in their discretion, generally or in individual circumstances, waive the time limits imposed on any Creditor under this Order if each of the Applicants and the Monitor deem it advisable to do so, without prejudice to the requirement that all other Creditors must comply with the terms of this Order.

45. **THIS COURT ORDERS** that any notice or other communication to be given pursuant to this Order by or on behalf of any Person to the Monitor shall be in writing and will be sufficiently given only if by mail, courier, e-mail, fax or hand-delivery addressed to:

KSV Kofman Inc., Court-appointed Monitor of Labrador Iron Mines Holdings Limited, Labrador Iron Mines Limited and Schefferville Mines Inc.  
Suite 2308, 150 King Street West  
Toronto, Ontario  
M5H 1J9

Attention: Adam Zeldin  
Facsimile: 416-932-6266

Email: [azeldin@ksvadvisory.com](mailto:azeldin@ksvadvisory.com)

46. **THIS COURT ORDERS** that if any deadline set out in this Order falls on a day other than a Business Day, the deadline shall be extended to the next Business Day.

47. **THIS COURT ORDERS** that, notwithstanding the terms of this Order, the Applicants or the Monitor may apply to this Court from time to time for such further

Order or Orders as they consider necessary or desirable to amend, modify, supplement or replace this Order.

48. **THIS COURT ORDERS** that the Applicants and the Monitor may, from time to time, apply to this Court for advice and directions concerning the discharge of their respective powers and duties under this Order or the interpretation or application of this Order.

**EFFECT, RECOGNITION AND ASSISTANCE**

49. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada, outside Canada and against all Persons against whom it may be enforceable.

50. **THIS COURT REQUESTS** the aid and recognition of other Canadian and foreign courts, tribunals, regulatory and administrative bodies, including any court, tribunal, regulatory or administrative body in the United States of America, to act in aid of and to be complementary to this Court in carrying out the terms of this Order where required. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.



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## SCHEDULE "A"

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### IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,

R.S.C. 1985, c. C-36, AS AMENDED

### AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LABRADOR IRON MINES HOLDINGS LIMITED, LABRADOR IRON MINES LIMITED and SCHEFFERVILLE MINES INC. (the "Applicants")

### NOTICE OF MEETING OF AFFECTED UNSECURED CREDITORS

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**NOTICE IS HEREBY GIVEN** that meetings (the "**Meetings**") of Affected Unsecured Creditors of Labrador Iron Mines Holdings Limited ("**LIMH**"), Labrador Iron Mines Limited ("**LIM**") and Schefferville Mines Inc. ("**SMI**" and collectively with LIMH and LIM, the "**Applicants**") entitled to vote on a plan of compromise and arrangement (the "**Plan**") proposed by the Applicants under the *Companies Creditors' Arrangement Act* (the "**CCAA**") will be held to:

- (1) consider and, if deemed advisable, to pass, with or without variation, a resolution to approve the Plan; and
- (2) transact such other business as may properly come before the Meetings or any adjournment thereof.

The Meetings are being held pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 10, 2016 (the "**Meeting Order**").

The Meeting Order established the procedures for the Applicants to call, hold and conduct Meetings of the Affected Unsecured Creditors. For the purpose of voting on and receiving distributions pursuant to the Plan, the holders of Affected Unsecured Claims against the Applicants will be grouped into two classes, being the Affected Unsecured Creditors of LIMH, and the Affected Unsecured Creditors of LIM and SMI.

The Meetings will be held at the following dates, times and location:

Date: December 6, 2016

Time: 10:00 a.m. (Eastern Time) - Affected Unsecured Creditors of LIMH

11:00 a.m. (Eastern Time) or as directed by the Chair of the Meeting—  
Affected Unsecured Creditors of LIM and SMI

Location: The offices of Paliare Roland Rosenberg Rothstein LLP, Barristers, 155  
Wellington Street West, 35<sup>th</sup> floor, Toronto ON M5V 3H1

Affected Unsecured Creditors can attend the applicable Meetings and vote on a resolution to approve the Plan with respect to their Voting Claims. The votes of Affected Unsecured Creditors holding Disputed Voting Claims will be separately tabulated and Disputed Voting Claims will not be counted unless there is a further Order of the Court.

An Affected Unsecured Creditor may vote by proxy, subject to the terms of the Meeting Order.

In order for the Plan to become effective:

1. the Plan must be approved by the required majorities of Affected Unsecured Creditors voting on the Plan as required under the CCAA and in accordance with the terms of the Meeting Order;
2. the Plan must be sanctioned by the Court; and
3. the conditions to implementation and effectiveness of the Plan as set out in the Plan must be satisfied or waived.

### **Deemed Voting in Favour of the Plan**

Convenience Creditors will be deemed to vote in favour of the Plan.

### **Forms and Proxies**

#### **Convenience Claim Election**

Affected Unsecured Creditors with one or more Voting Claims in an amount in aggregate in excess of \$5,000 may elect to be treated as a Convenience Creditor and receive \$5,000 by completing a Convenience Claim Election and filing it by 5:00 p.m. at least one Business Day before any Meeting or adjourned Meeting, or depositing such Convenience Claim Election with the Chair at the Meeting (or any adjournment thereof) before the vote at the time specified by the Chair (the “**Election/Proxy Deadline**”).

## Proxy Form

An Affected Unsecured Creditor may attend at a Meeting in person or may appoint another person as its proxyholder by inserting the name of such person in the space provided in the form of Proxy or by completing another valid form of Proxy.

In order to be effective, proxies must be received by the Monitor, prior to the Election/Proxy Deadline, at:

KSV Kofman Inc., Court-appointed Monitor of Labrador Iron Mines Holdings Limited, Labrador Iron Mines Limited and Schefferville Mines Inc.  
Suite 2308, 150 King Street West  
Toronto, Ontario  
M5H 1J9

Attention: Adam Zeldin  
Facsimile: 416-932-6266

Email: [azeldin@ksvadvisory.com](mailto:azeldin@ksvadvisory.com).

If an Affected Unsecured Creditor (other than those who are deemed to vote in favour of the Plan) specifies a choice with respect to voting on the resolution on a Proxy, the Proxy will be voted in accordance with the specification so made. **In the absence of such specification, a Proxy will be voted FOR the resolution provided that the proxyholder does not otherwise exercise its right to vote at the Meeting.**

**NOTICE IS ALSO HEREBY GIVEN** that if the Plan is approved at the Meetings by the required majorities of Creditors and other necessary conditions are met, the Applicants intend to make an application to the Court on ●, 2016 (the "**Sanction Hearing**") seeking an order sanctioning the Plan pursuant to the CCAA (the "**Sanction Order**"). Any person wishing to oppose the application for the Sanction Order must have filed a Notice of Appearance in these proceedings in conformity with the Ontario *Rules of Civil Procedure*, and must serve a copy of its materials setting out the basis for its opposition upon the lawyers for the Applicants and the Monitor and those parties listed on the Service List posted on the Monitor's website. Such materials must be served by 5:00pm (Toronto time) on the date that is 7 days before the Sanction Hearing.

Additional copies of the Meeting Materials may be obtained from the Monitor's Website at [www.ksvadvisory.com/insolvency-cases-2/labrador-iron-mines-holdings-limited/](http://www.ksvadvisory.com/insolvency-cases-2/labrador-iron-mines-holdings-limited/) or by contacting the Monitor by telephone at (416) 932-6262 or by email at [azeldin@ksvadvisory.com](mailto:azeldin@ksvadvisory.com).

All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Meeting Order.

DATED at Toronto, Ontario, this \_\_\_ day of November, 2016.



SCHEDULE "B"

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR  
ARRANGEMENT OF LABRADOR IRON MINES HOLDINGS LIMITED,  
LABRADOR IRON MINES LIMITED and SCHEFFERVILLE MINES INC.  
(the "Applicants")

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PROXY FOR  
(mark all that apply)

- AFFECTED UNSECURED CREDITOR OF LIMH
- AFFECTED UNSECURED CREDITOR OF LIM
- AFFECTED UNSECURED CREDITOR OF SMI

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Capitalized terms used and not otherwise defined herein have the meanings ascribed to them in the Plan of Compromise and Arrangement of the Applicants (as may be amended, restated or supplemented from time to time, the "Plan") filed pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA") with the Ontario Superior Court of Justice (Commercial List) (the "Court").

This proxy may only be filed by Affected Unsecured Creditors having a Voting Claim or a Disputed Voting Claim.

THE UNDERSIGNED AFFECTED UNSECURED CREDITOR hereby revokes all proxies previously given and nominates, constitutes, and appoints (*mark only one*):

- Robert Kofman of KSV Kofman Inc., in its capacity as Monitor, or such other Person as he, in his sole discretion, may designate;

-OR-

- \_\_\_\_\_ or such other Person as he/she, in his/her sole discretion, may designate

to attend on behalf of and act for the undersigned at the Meetings to be held in connection with the Plan and at any and all adjournments, postponements or other rescheduling of such Meetings, and to vote the amount of the claim(s) of the undersigned as determined by and accepted for voting purposes in accordance with the Meeting Order, Claims Procedure Order and as set out in the Plan, as follows:

- FOR approval of the Plan;
- AGAINST approval of the Plan; or,
- at the nominee's discretion,

and the nominee may otherwise act for and on behalf of the undersigned with respect to any amendments, modifications, variations or supplements to the Plan and any other matters that may come before the Meetings.

**Please note that if no specification is made above, the Affected Unsecured Creditor will be deemed to have voted FOR approval of the Plan at the applicable Meetings provided the Affected Unsecured Creditor does not otherwise exercise its right to vote at the Meetings.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

<p>_____ Print Name of Affected Unsecured Creditor</p> <p>_____ Signature of Affected Unsecured Creditor or authorized signing officer</p> <p>_____ Mailing Address of Affected Unsecured Creditor</p> <p>_____ Print Name of Witness, if Affected Unsecured Creditor is an individual</p>	<p>Per: _____ Name and Title of the authorized signing officer of the corporation, partnership or trust, if applicable,</p> <p>_____ Telephone number of Affected Unsecured Creditor or authorized signing officer</p> <p>_____ E-mail address of Affected Unsecured Creditor or authorized signing officer</p> <p>_____ Signature of Witness, if Affected Unsecured Creditor is an individual</p>
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SCHEDULE "C"

FORM OF CONVENIENCE CLAIM ELECTION

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF LABRADOR IRON MINES HOLDINGS LIMITED, LABRADOR IRON MINES LIMITED  
and SCHEFFERVILLE MINES INC. (the "Applicants")

CONVENIENCE CLAIM ELECTION FORM<sup>1</sup>

This form is only to be completed by an Affected Unsecured Creditor who holds Affected Unsecured Claims in an aggregate amount in excess of \$5,000, and who wishes to reduce the aggregate amount of such Affected Unsecured Claims to \$5,000 in order to receive cash consideration under the Plan. Any Affected Unsecured Creditor that does not execute and return this form by the Election/Proxy Deadline, as defined in the order of the Court made in these proceedings on November 10, 2016, will be deemed to NOT have made such an election.

TO: KSV Kofman Inc.

RE: The plan of compromise and arrangement of Labrador Iron Mines Holdings Limited, Labrador Iron Mines Limited and Schefferville Mines Inc. (collectively the "Applicants") pursuant to the *Companies' Creditors Arrangement Act* (the "Plan")

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

The undersigned (i) confirms that it holds Affected Unsecured Claims in an aggregate amount in excess of \$5,000 and irrevocably elects to reduce the aggregate amount of such Affected Unsecured Claims to \$5,000 for both voting and distribution under the Plan.

To be valid, this form must be delivered personally, by registered mail, by email or by facsimile to the following addresses on or before the Election/Proxy Deadline:

\_\_\_\_\_

<sup>1</sup> Terms not otherwise defined herein shall have the meaning accorded to them in the Applicants' Plan of Compromise and Arrangement dated November 3, 2016, as amended

<p>KSV Kofman Inc. Suite 2308, 150 King Street West Toronto, Ontario M5H 1J9</p> <p><b>Attention: Mitch Vininsky</b> Facsimile: 416-932-6266 Email: <a href="mailto:mvininsky@ksvadvisory.com">mvininsky@ksvadvisory.com</a></p>	<p>-and-</p>	<p>Labrador Iron Mines Holdings Limited Labrador Iron Mines Limited Schefferville Mines Inc. Suite 1805, 55 University Avenue Toronto, Ontario M5J 2H7</p> <p><b>Attention: John F. Kearney</b> Facsimile: 416-368-5344 Email: <a href="mailto:kearney.j@labradorironmines.ca">kearney.j@labradorironmines.ca</a></p>
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With a copy to each of:

<p>GOODMANS LLP Bay Adelaide Centre 333 Bay Street, Suite 3400 Toronto, Ontario M5H 2S7 Tel: 416.979.2211 Fax: 416.979.1234</p> <p><b>Melaney Wagner</b> Email: <a href="mailto:mwagner@goodmans.ca">mwagner@goodmans.ca</a></p>	<p>-and-</p>	<p>PALIARE ROLAND ROSENBERG ROTHSTEIN LLP 155 Wellington St. W., 35<sup>th</sup> floor Toronto Ontario M5V 3H1 Tel: 416.646.4300 Fax: 416.646.4301</p> <p><b>Massimo Starnino</b> Email: <a href="mailto:max.starnino@paliareroland.com">max.starnino@paliareroland.com</a></p>
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Name of Affected Unsecured Creditor:

\_\_\_\_\_

Per:

\_\_\_\_\_

Name:

Title:

Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tel:

Fax:

Email:

Aggregate Amount of Affected Unsecured Claims:

\$ \_\_\_\_\_

STRICTLY CONFIDENTIAL

## SCHEDULE "D"

### FORM OF RESOLUTION

#### BE IT RESOLVED THAT:

1. the Plan of Compromise and Arrangement of Labrador Iron Mines Holdings Limited, Labrador Iron Mines Limited and Schefferville Mines Inc. (collectively, the "**Applicants**") pursuant to the *Companies' Creditors Arrangement Act* (Canada) dated November 3, 2016 (the "**Plan**"), which Plan has been presented to this meeting and which is substantially in the form attached as an Exhibit to the Affidavit of John F. Kearney sworn November 3, 2016 (as such Plan may be amended, restated, supplemented and/or modified as provided for in the Plan) be and it is hereby accepted, approved, agreed to and authorized; and
2. any director or officer of each of the Applicants be and is hereby authorized and directed, for and on behalf of each of the Applicants, respectively (whether under its respective corporate seal or otherwise), to execute and deliver, or cause to be executed and delivered, any and all documents and instruments and to take or cause to be taken such other actions as he or she may deem necessary or desirable to implement this resolution and the matters authorized hereby, including the transactions required by the Plan, such determination to be conclusively evidenced by the execution and delivery of such documents or other instruments or the taking of any such actions.

**SCHEDULE "E"**  
**NOTICE OF MEETINGS OF CREDITORS OF**  
**LABRADOR IRON MINES HOLDINGS LIMITED**  
**LABRADOR IRON MINES LIMITED**  
**SCHEFFERVILLE MINES INC**

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**NOTICE IS HEREBY GIVEN** that meetings (the "**Meetings**") of Affected Unsecured Creditors of Labrador Iron Mines Holdings Limited ("**LIMH**"), Labrador Iron Mines Limited ("**LIM**") and Schefferville Mines Inc. ("**SMI**" and collectively with LIMH and LIM, the "**Applicants**") entitled to vote on a plan of compromise and arrangement (the "**Plan**") proposed by the Applicants under the *Companies Creditors' Arrangement Act* (the "**CCAA**") will be held to:

- (1) consider and, if deemed advisable, to pass, with or without variation, a resolution to approve the Plan; and
- (2) transact such other business as may properly come before the Meetings or any adjournment thereof.

The Meetings are being held pursuant to an order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated November 10, 2016 (the "**Meeting Order**").

The Meetings will be held at the following dates, times and location:

Date: December 6, 2016

Time: 10:00 a.m. (Eastern Time) - Affected Unsecured Creditors of LIMH  
11:00 a.m. (Eastern Time) or as directed by the Chair of the Meeting—  
Affected Unsecured Creditors of LIM and SMI

Location: The offices of Paliare Roland Rosenberg Rothstein LLP, Barristers, 155 Wellington Street West, 35<sup>th</sup> floor, Toronto ON M5V 3H1

**NOTICE IS ALSO HEREBY GIVEN** that if the Plan is approved at the Meetings by the required majorities of Affected Unsecured Creditors and other necessary conditions are met, the Applicants intend to make an application to the Court on [INSERT DATE] (the "**Sanction Hearing**") seeking an order sanctioning the Plan pursuant to the CCAA (the "**Sanction Order**"). Any person wishing to oppose the application for the Sanction Order must have filed a Notice of Appearance in these proceedings in conformity with the Ontario *Rules of Civil Procedure*, and must serve a copy of its materials setting out

the basis for its opposition upon the lawyers for the Applicants and the Monitor and those parties listed on the Service List posted on the Monitor's website. Such materials must be served by 5:00pm (Toronto time) on the date that is 7 days before the Sanction Hearing.

**A copy of the Meeting Order and the Meeting Materials referenced therein, including details of the voting requirements and procedures, can be obtained from the Monitor's Website at**

[www.ksvadvisory.com/insolvency-cases-2/labrador-iron-mines-holdings-limited/](http://www.ksvadvisory.com/insolvency-cases-2/labrador-iron-mines-holdings-limited/)

or by contacting the Monitor by telephone at (416) 416-932-6262 or by email at [azeldin@ksvadvisory.com](mailto:azeldin@ksvadvisory.com).

All capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Meeting Order.

SCHEDULE "F"

REVISIONS TO PLAN OF COMPROMISE AND ARRANGEMENT

ATTACHED



**“Intercompany Charge”** has the meaning given to it in paragraph 6 of the Initial Order;

**“Intercompany Claims”** means the Claims of LIMH against LIM and SMI, whether arising before or after the Filing Date;

**“KSV”** means KSV Kofman Inc.;

**“Labrador Iron Mines Management Services Agreement”** means the agreement, substantially in the form attached as Schedule F, between whereby LIMH shall agree to provide, to both Amalgamated LIM and Amalgamated SMI, management services and personnel, operating personnel, office facilities and such other services and infrastructure as the parties deem necessary or advisable

**“LIM”** means the Applicant, Labrador Iron Mines Limited;

**“LIMH”** means the Applicant, Labrador Iron Mines Holdings Limited;

**““LIM Royalty Agreement”** means the agreement between Amalgamated LIM and RoyaltyCo to be dated as of the Plan Implementation Date in the form attached as Schedule C;

**“LIM Subco No. 1”** means a wholly owned subsidiary of LIM, to be incorporated pursuant to the laws of Ontario;

**“Meetings”** and each a **“Meeting”**, means a meeting of the Creditors of the Applicants called for the purpose of considering and voting in respect of this Plan;

**“Meeting Order”** means an Order of this Court pursuant to the CCAA that, among other things, sets the date for the Meetings, as same may be amended, restated or varied from time to time;

**“Monitor”** means KSV Kofman Inc., in its capacity as Court-appointed Monitor of the Applicants;

**“Monitor’s Plan Implementation Date Certificate”** means the certificate substantially in the form to be attached to the Sanction Order to be filed by the Monitor with the Court, declaring that all of the conditions to implementation of the Plan as set forth in Section 7.6 have been satisfied or waived as provided in Section 7.7;

**“Notice of Claim”** means the notice substantially in the form attached as Schedule C to the Claims Procedure Order, advising each Scheduled Creditor of its Claim against the Applicants as determined by the Applicants based on the books and records of the Applicants;

**“Officers”** means all current and former officers (or their estates) of the Applicants in such capacity and **“Officer”** means any one of them;

claim against any of the Applicants for indemnification by any Director or Officer in respect of a Director/Officer Claim (but excluding any such claim for indemnification that is covered by the Directors' Charge (as such term is defined in the Initial Order);

**"Proof of Claim"** means the Proof of Claim referred to in the Claims Procedure Order to be filed by Unsecured Creditors, substantially in the form attached as Schedule "H" to the Claims Procedure Order;

**"Pro Rata Share"** means: (a) in respect of Distribution Claims against LIM, SMI and their respective Directors or Officers, the fraction that is equal to (i) the amount of such Distribution Claims held by an Affected Unsecured Creditor who is not a Convenience Creditor or LIMH, divided by (ii) the aggregate amount of all such Distribution Claims held by all Affected Unsecured Creditors who are not Convenience Creditors or LIMH; and, (b) in respect of Distribution Claims against LIMH and its respective Directors or Officers, the fraction that is equal to (i) the amount of such Distribution Claims held by an Affected Unsecured Creditor who is not a Convenience Creditor, divided by (ii) the aggregate amount of all such Distribution Claims held by all Affected Unsecured Creditors who are not Convenience Creditors.

**"Released Party"** means the Applicants, the Monitor, KSV and each of their respective present and former shareholders, officers, directors, employees, auditors, financial advisors, legal counsel and agents;

**"Restructuring Period Claim"** means any right or claim of any Person against any of the Applicants in connection with any indebtedness, liability or obligation of any kind whatsoever owed by any such Applicant to such Person arising out of the restructuring, disclaimer, rescission, termination or breach by such Applicant on or after the Filing Date of any contract, lease or other agreement whether written or oral;

**"Restructuring Period Claims Bar Date"** has the meaning given to it in the Claims Procedure Order;

**"Required Majority"** means, in respect of each class of Creditors contemplated by the Plan, a majority in number of Creditors representing two-thirds in value of the Creditors' Claims (as determined for voting purposes) present and voting in person or by proxy at the Meeting;

**"Royalty Agreements"** means, collectively, the LIM Royalty Agreement and the SMI Royalty Agreement;

**"RoyaltyCo"** means Houston Iron Royalties Limited, a corporation constituted and organized under the laws of the Province of Ontario which, on the Plan Implementation Date, will hold the right to receive a royalty equal to two percent (2.0%) of the "Gross Revenue" (as defined in the Royalty Agreements received from the sale of iron ore from the Houston-Malcolm Property as provided in the Royalty Agreement);

- vi. the constitution of the board of directors of RoyaltyCo, to be fixed at six directors, including three directors who are directors or officers of LIMH, and three directors (initially nominated by LIMH) who are independent of LIMH; and,
- (d) all amounts owing to the Monitor, the Monitor's counsel, the Claims Officer, the Disbursing Agent and counsel to the Applicants shall have been paid.

**Section 7.7            Waiver of Conditions**

Each of the conditions set forth in Section 7.6(c) and (d), above, may be waived in whole or in part by the Applicants, with the consent of the Monitor, and, in the case of 7(6)(d), with the consent of the beneficiaries thereof, without any other notice to parties in interest or the Court and without a hearing. The failure of an Applicant to exercise any of the foregoing rights shall not be deemed a waiver of any other rights, and each such right shall be deemed an ongoing right that may be asserted at any time.

**Section 7.8            Monitor's Certificate**

Upon delivery of written notice from the Applicants of the fulfillment or waiver of the conditions precedent to implementation of the Plan as set out in Section 7.6 of the Plan, the Monitor shall deliver the Monitor's Plan Implementation Date Certificate to the Applicants. Following the Plan Implementation Date, the Monitor shall file such certificate with the Court and shall post a copy of same on the Monitor's website.

**Section 7.9            Binding Effect**

On the Plan Implementation Date, or as otherwise provided in the Plan:

- (a) the Plan will become effective at 12:01 a.m. and the transactions set out in Article 4 will be implemented;
- (b) the treatment of Affected Claims under the Plan shall be final and binding for all purposes and enure to the benefit of the Applicants, all Affected Creditors, the Released Parties and all other Persons and parties named or referred to in, or subject to, the Plan and their respective heirs, executors, administrators and other legal representatives, successors and assigns;
- (c) all Affected Claims shall be and shall be deemed to be forever discharged and released, excepting only the obligations to make distributions in respect of such Affected Claims in the manner and to the extent provided for in the Plan;
- (d) each Person named or referred to in, or subject to, the Plan shall be deemed to have consented and agreed to all of the provisions of the Plan, in its entirety;

- (e) each Person named or referred to in, or subject to, the Plan shall be deemed to have executed and delivered to the Applicants all consents, releases, directions, assignments and waivers, statutory or otherwise, required to implement and carry out the Plan in its entirety; and
- (f) each Person named or referred to in, or subject to, the Plan shall be deemed to have received from the Applicants all statements, notices, declarations and notifications, statutory or otherwise, required to implement and carry out the Plan in its entirety.

**Section 7.10      Claims Bar Date**

Nothing in this Plan extends or shall be interpreted as extending or amending the Claims Bar Date or the Restructuring Period Claims Bar Date, or gives or shall be interpreted as giving any rights to any Person in respect of Claims that have been barred or extinguished pursuant to the Claims Procedure Order.

**Section 7.11      Deeming Provisions**

In the Plan, the deeming provisions are not rebuttable and are conclusive and irrevocable.

**Section 7.12      Responsibilities of the Monitor**

The Monitor is acting and will continue to act in all respects in its capacity as Monitor in the CCAA Proceedings with respect to the Applicants and not in its personal or corporate capacity. The Monitor will not be responsible or liable whatsoever for any obligations of the Applicants. The Monitor will have the powers and protections granted to it by the Plan, the CCAA, the Initial Order, the Meeting Order, the Sanction Order and any other Order made in the CCAA Proceedings.

The Sanction Order shall declare that, in carrying out the terms of the Sanction Order and the Plan, (i) the Monitor shall benefit from all the protections given to it by the CCAA, the Initial Order and any other Order in the CCAA Proceedings, and as an officer of the Court, including the ~~Stay~~ stay of Proceedings ~~proceedings~~ in its favour; (ii) the Monitor shall incur no liability or obligation as a result of carrying out the provisions of the Sanction Order and/or the Plan; and (iii) the Monitor shall be entitled to rely on the books and records of the Applicants and any information provided by any of the Applicants without independent investigation and shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information.

SCHEDULE A  
FORM OF CONVENIENCE CLAIM ELECTION

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT  
OF LABRADOR IRON MINES HOLDINGS LIMITED, LABRADOR IRON MINES LIMITED  
and SCHEFFERVILLE MINES INC. (the "Applicants")

CONVENIENCE CLAIM ELECTION FORM<sup>1</sup>

This form is only to be completed by an Affected Unsecured Creditor who holds Affected Unsecured Claims in an aggregate amount in excess of \$5,000, and who wishes to reduce the aggregate amount of such Affected Unsecured Claims to \$5,000 in order to receive cash consideration under the Plan. Any Affected Unsecured Creditor that does not execute and return this form by the Election/Proxy Deadline will be deemed to NOT have made such an election.

TO: KSV Kofman Inc.

RE: The plan of compromise and arrangement of Labrador Iron Mines Holdings Limited, Labrador Iron Mines Limited and Schefferville Mines Inc. (collectively the —"Applicants") pursuant to the *Companies' Creditors Arrangement Act* (the "Plan")

All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Plan.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2016.

The undersigned (i) confirms that it holds Affected Unsecured Claims in an aggregate amount in excess of \$5,000 and irrevocably elects to reduce the aggregate amount of such Affected Unsecured Claims to \$5,000 for both voting and distribution under the Plan.

To be valid, this form must be delivered personally, by registered mail, by email or by facsimile to the following addresses on or before the Election/Proxy Deadline:

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<sup>1</sup> Terms not otherwise defined herein shall have the meaning accorded to them in the Applicants' Plan of Compromise and Arrangement dated November 3, 2016, as amended.

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

Court File No.: CV-15-10926-00CL

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF LABRADOR  
IRON MINES HOLDINGS LIMITED, LABRADOR IRON MINES LIMITED and  
SCHEFFERVILLE MINES INC.

**ONTARIO  
SUPERIOR COURT OF JUSTICE  
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**MEETING ORDER**

**PALIARE ROLAND ROSENBERG ROTHSTEIN LLP**

Barristers

155 Wellington St. W., 35<sup>th</sup> floor

Toronto ON M5V 3H1

Tel: 416.646.4300

Fax: 416.646.4301

**Kenneth T. Rosenberg (LSUC #21102H)**

Email: ken.rosenberg@paliareroland.com

**Massimo Starnino (LSUC #41048G)**

Email: max.starnino@paliareroland.com

Lawyers for the Applicants