Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, AND 12334992 CANADA INC.

Applicants

JOINT RESPONDING AND CROSS-MOTION RECORD
(DIP Financing)
(Returnable June 30, 2026)

June 19, 2026

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

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Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, AND 12334992 CANADA INC.

Applicants

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Tab 1

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
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IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, AS AMENDED

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Applicants

NOTICE OF JOINT CROSS-MOTION
(DIP Financing)

Oaktree Capital Management, L.P. and Hartree Partners, LP (together, the "**First Secured Lenders**") and the ad hoc committee of the 8.750% senior secured notes due 2026 (the "**Ad Hoc Committee**" and together with the First Secured Lenders, the "**Senior Secured Lenders**") will make a motion to the Ontario Superior Court of Justice (Commercial List) (the "**Court**") on June 30, 2026 at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The cross-motion is to be heard in person at 330 University Avenue, Toronto, Ontario in Courtroom 8-1 and by video conference via Zoom at a link to be provided by the Court.

THE CROSS-MOTION IS FOR:

1. An Order, among other things:

   (a) authorizing the Debtors (as defined below) to enter into the Senior Secured Lenders' DIP (as defined below);

   (b) granting a charge in favour of the Senior Secured Lenders, securing the Debtors' obligations under the Senior Secured Lenders' DIP; and

(c) authorizing the Debtors to repay all amounts outstanding under the Government DIP Facility (as defined below).

THE GROUNDS FOR THE CROSS-MOTION ARE:

Background

2. On May 15, 2026, the Applicants obtained an Order (the "**Initial Order**"), under the *Companies' Creditors Arrangement Act* (the "**CCAA**"), among other things: (i) extending the benefits of the protections and authorizations of the Initial Order to Baffinland Iron Mines LP (together with the Applicants, the "**Debtors**"); and (ii) appointing FTI Consulting Canada Inc. as Court-appointed Monitor (in such capacity, the "**Monitor**").

3. The Debtors' secured creditors are: (i) the First Secured Lenders with a claim in the asserted amount of $183 million under a Credit Agreement dated May 26, 2017; (ii) the holders (the "**Senior Secured Noteholders**") of the 8.750% senior secured notes due 2026 (the "**Senior Secured Notes**") in the approximate principal amount of $575 million; and (iii) Export Development Canada ("**EDC**") in the approximate principal amount of $75 million. The First Secured Lenders and the Senior Secured Noteholders cumulatively hold over $750 million of the Debtors' secured debt, representing in excess of 90% of the total secured debt; the remaining approximately 10% is held by EDC.

4. The First Secured Lenders hold first-ranking security. The Senior Secured Noteholders and EDC hold *pari passu* second-ranking security.

5. The Ad Hoc Committee represents over 70% of the Senior Secured Notes.

6. The Senior Secured Lenders have worked together to provide the Debtors with a binding and actionable signed joint commitment to provide DIP financing in connection with the DIP Solicitation Process (as defined below).

7. At the Debtors' application for the Initial Order, the Monitor advised the Court that the Monitor intended to immediately commence a process to solicit DIP financing proposals for the Debtors (the "**DIP Solicitation Process**"), with such DIP proposals due on May 20, 2026 (the "**DIP Solicitation Deadline**").

8. On May 19, 2026, the DIP Solicitation Deadline was extended to May 25, 2026.

9. On May 25, 2025, the Senior Secured Lenders jointly submitted a binding and actionable signed joint commitment to provide $300 million of DIP financing – the exact amount the Debtors requested.

10. On May 30, 2026, the Senior Secured Lenders submitted a revised DIP commitment to address comments received from the Debtors and the Monitor over the prior five days and accommodate the Debtors' requests in the DIP Solicitation Process.

11. On June 4, 2026 at 12:10 a.m., the Debtors served motion materials for a motion returnable on June 5, 2026 (the "**DIP Motion**"). The motion materials disclosed that the Debtors intended to seek an Order, among other things: (i) approving the Debtors' entry into a $475 million DIP facility funded by His Majesty in Right of Canada (the "**Government**"), as represented by EDC (the "**Government DIP Facility**"); and (ii) granting a charge in favour of the Government, securing the Debtors' obligations under the Government DIP Facility.

12. Also on June 4, 2026, the Senior Secured Lenders filed a cross-motion for, among other things, an adjournment of the DIP Motion, to provide sufficient time for the DIP Motion to be heard on a fair and complete record, and authorization for the Debtors to borrow under the Senior Secured Lenders' DIP for any interim financing required pending return of the DIP Motion (the "**Cross-Motion**").

13. On June 5, 2026, the Debtors and the Monitor reached an agreement with the Senior Secured Lenders to, among other things: (i) adjourn the relief sought on the DIP Motion and the Cross-Motion to June 10, 2026, at which time the Court would be asked to determine the appropriate facility to provide interim bridge financing; and (ii) agree upon a litigation schedule for a hearing on the DIP financing issues on a complete record on a *de novo* basis.

14. The Debtors, the Monitor and the Senior Secured Lenders agreed upon a litigation schedule that contemplated the hearing of the DIP Motion on a full record and on a *de novo* basis on June 30, 2026 (the "**June 30 Motion**").

15. On June 9, 2026, the Senior Secured Lenders provided the Debtors with an updated binding DIP financing commitment that addressed certain matters raised by the Debtors with respect to the version delivered on May 30, 2026.

16. On June 11, 2026, the Court issued an endorsement, among other things: (i) approving the Government DIP Facility for the Bridge Period (as defined in the endorsement), for the reasons set out in the endorsement, without prejudice to all related issues and the parties' positions on the appropriate DIP facility, which issue will be heard on a de novo basis on June 30, 2026; (ii) approving certain protections for the Senior Secured Lenders; and (iii) directing the Debtors and the Monitor to work with the Senior Secured Lenders to finalize their DIP financing commitment (such version once finalized, the "**Senior Secured Lenders' DIP**").

The June 30 Motion and the Requested Order

17. The Government DIP Facility and related charge do not satisfy the factors set out under Section 11.2 of the CCAA. The Debtors have not demonstrated compliance with the basic requirements of the Act. Among other things, the Debtors in their own evidence admit that the

Government DIP Facility is far in excess of the amount actually "required by the company, having regard to its cash-flow statement" as specified by section 11.2(1) of the CCAA.

18. The Government DIP Facility will materially prejudice the Senior Secured Lenders.

19. The factors in Section 11.2 of the CCAA weigh materially in favour of approving the Senior Secured Lenders' DIP.

20. The Senior Secured Lenders respectfully request that the Court grant an Order authorizing the Debtors to enter into the Senior Secured Lenders' DIP and granting a charge in favour of the Senior Secured Lenders, securing the Debtors' obligations under the Senior Secured Lenders' DIP.

OTHER GROUNDS FOR THE CROSS-MOTION ARE:

21. Sections 11 and 11.2 of the CCAA;

22. Rules 1.04, 1.05, 2.03, 3.02, 16, 37 and 39;

23. The inherent and equitable jurisdiction of this Court; and

24. Such further and other grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the Cross-Motion:

(a) Affidavit of Celeste van Tonder dated June 3, 2026 and the exhibits attached thereto;

(b) Second Report of the Monitor dated June 4, 2026;

(c) Supplement to the Second Report of the Monitor dated June 9, 2026

(d) Affidavit of Joshua Gordon dated June 4, 2026 and the exhibits attached thereto;

(e) Affidavit of Joshua Gordon dated June 9, 2026 and the exhibits attached thereto;

(f) Affidavit of Sandro Carissimo dated June 14, 2026 and the exhibit attached thereto;

(g) Affidavit of David Nicoll dated June 14, 2026 and the exhibits attached thereto;

(h) Affidavit of Marcelo Messer dated June 15, 2026 and the exhibits attached thereto; and

(i) Such further and other evidence as counsel may advise and this Honourable Court may permit.

June 19, 2026

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Lawyers for the First Secured Lenders

TO: **THE SERVICE LIST**

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, and 12334992 CANADA INC.

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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Tab 2

Court File No. CL-26-00000219-0000

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

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Applicants

AFFIDAVIT OF JOSHUA GORDON
(Sworn June 4, 2026)

I, Joshua Gordon, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am an associate in the restructuring and insolvency group at the law firm Cassels Brock & Blackwell LLP ("**Cassels**"). Cassels is counsel to the Ad Hoc Committee (the "**Ad Hoc Committee**"), being the holders of approximately 70% of the outstanding 8.750% senior secured notes of Baffinland Iron Mines Corporation and Baffinland Iron Mines LP ("**BIM LP**" and together with the Applicants, the "**Debtors**"). I am a member of the Cassels' team representing the Ad Hoc Committee in connection with the Applicants' proceedings under the *Companies' Creditors Arrangement Act*. As such, I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

2. Attached as **Exhibit "A"** is an email (without attachments) dated May 15, 2026, at 5:06 a.m. from Alexander Barnes of Davies Ward Phillips & Vineberg LLP ("**Davies**"), counsel to the Debtors, to the service list, providing a share file link to the Applicants' initial application record.

3. Attached as **Exhibit "B"** is a copy of the Aide Memoire of the Ad Hoc Committee in connection with the initial application. The Aide Memoire attached a letter from U.S. counsel to the Ad Hoc Committee, Akin Gump Strauss Hauer & Feld LLP ("**Akin**"), to the Board of Directors of Baffinland Iron Mines Corporation dated May 14, 2026 (the "**AHC Letter**").

4. Attached as **Exhibit "C"** is an email dated May 15, 2026, at 5:44 p.m. from the Monitor to Akin and Cassels, enclosing a DIP solicitation letter which, among other things requested submission of any DIP proposal no later than 5:00 p.m. on Friday, May 20, 2026.

5. Attached as **Exhibit "D"** is an email dated May 19, 2026, at 7:20 p.m. from Ben Muller of Osler Hoskin & Harcourt LLP ("**Osler**"), counsel to the Monitor, advising that the deadline to submit financing proposals had been extended to May 25, 2026, at 5:00 p.m.

6. Attached as **Exhibit "E"** is an email dated May 25, 2026, at 5:21 p.m. from Philip Yang of Stikeman Elliott LLP ("**Stikeman**"), counsel to the Oaktree Capital Management, L.P. and Hartree Partners, LP (the "**First Secured Lenders**"), attaching a letter to the Monitor enclosing the binding DIP submission on behalf of the First Secured Lenders and the Ad Hoc Committee (the "**Initial Senior Secured Lenders' DIP**").

7. Attached as **Exhibit "F"** is an email dated May 27, 2026, at 9:48 a.m. from the Monitor to representatives of Cassels and Stikeman, attaching an issues list in respect of the Initial Senior Secured Lenders' DIP and requesting written responses by no later than 3:00 p.m. that same day.

8. Attached as **Exhibit "G"** is an email exchange dated May 27, 2026, between representatives of Stikeman, Cassels and the Monitor regarding the timeline for responses to the issues and attaching the responses to the issues list.

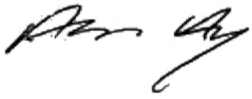
9. Attached as **Exhibit "H"** is an email dated May 28, 2026, at 8:23 p.m. from Natalie Renner of Davies (the "**May 28 Email**") to Cassels and Stikeman, enclosing a markup of the Initial Senior Secured Lenders' DIP.

10. Attached as **Exhibit "I"** is an email dated May 30, 2026, at 4:26 p.m. from Philip Yang of Stikeman to the Monitor, enclosing a final revised DIP term sheet on behalf of the Senior Secured Lenders.

11. Attached as **Exhibit "J"** is an email dated June 1, 2026, at 9:46 p.m. from Sierra Farr of Osler to the Service List, advising that the motion returnable on June 3, 2026, had been rescheduled to be heard on June 5, 2026, at 11:00 a.m.

12. Attached as **Exhibit "K"** is an email dated June 2, 2026, at 8:05 a.m. from Timothy Pinos of Cassels to the Monitor requesting additional information on the time for submission of motion materials for the June 5, 2026 hearing and the ongoing DIP solicitation process.

SWORN BEFORE ME by video conference on this 4th day of June, 2026. The affiant and I were both located at the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

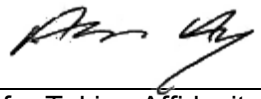


Commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

JOSHUA GORDON

This is Exhibit "**A**" referred to in the Affidavit of Joshua Gordon, affirmed June 4, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

From: "Barnes, Alexander" <ABarnes@dwpv.com>
Date: May 15, 2026 at 5:06:26 AM EDT
To: "Schwill, Robin" <rschwill@dwpv.com>, "Renner, Natalie" <nrenner@dwpv.com>, greg.watson@fticonsulting.com, Jeffrey.Rosenberg@fticonsulting.com, mwasserman@osler.com, MDeLellis@osler.com, mkonyukhova@stikeman.com, "Jacobs, Ryan" <rjacobs@cassels.com>, evan.cobb@nortonrosefulbright.com
Subject: Application Materials re Nunavut Iron Ore, Inc. et al – Initial Order CCAA

CAUTION: External Email

Counsel:

Please find accessible through the Sharefile link below the Application Materials of the Applicants Nunavut Iron Ore, Inc., Baffinland Iron Mines Corporation, and 12334992 Canada Inc. in relation to the Applicants' application returnable today at 10:00AM, which are hereby served upon you pursuant to the *Rules of Civil Procedure*. Please note that we have not yet received Zoom details from the Court but will circulate them when they become available.

The Application Materials constitute the following documents:

1. Factum of the Applicants dated May 14, 2026; and

2. Application Record of the Applicants dated May 14, 2026.

https://dwpv.sharefile.com/d-s6bec3410b3bf469e887b8cc94cca68dc

The Factum of the Applicants contained in the link above contains hyperlinks to the relevant portions of the Application Record for ease of reference. Note that, for the hyperlinks to function properly, you will need to **download** the zip folder, **right click** on the downloaded zip-folder and **select extract all** before accessing the Factum. Please let us know if you have issues accessing the Application materials.

Best regards,
Alex

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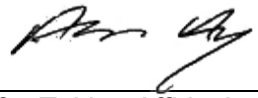
DAVIES WARD PHILLIPS & VINEBERG LLP

This email may contain confidential information which may be protected by legal privilege. If you are not the intended recipient, please immediately notify us by reply email or by telephone. Delete this email and destroy any copies.

This is Exhibit "**B**" referred to in the Affidavit of Joshua Gordon, affirmed June 4, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

Court File No.

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

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

NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION AND 12334992 CANADA INC.

Applicant

AIDE MEMOIRE OF THE AD HOC COMMITTEE OF SENIOR SECURED NOTEHOLDERS

MAY 15, 2026

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance Street
Toronto, ON M5H 0B4

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Lawyers for the Ad Hoc Committee

1. The Ad Hoc Committee represents approximately 70% of the $575 million of 8.750% senior secured notes due 2026 (the "**Notes**") issued by Baffinland Iron Mines Corporation. The Ad Hoc Committee constitutes the largest secured creditor group (and largest stakeholder) of the Company.

2. This Court should adjourn today's hearing to Tuesday, May 19 to provide a brief window to allow the Company to address a commitment delivered by the Ad Hoc Committee yesterday that will:

(a) pay out in full the two other secured debt facilities (the EDC $75 million term loan and the Oaktree/Hartree $126.5 million credit facility) which the Company maintains are in default; and,

(b) provide additional liquidity to ensure that the Company is adequately capitalized to address its ongoing obligations.

(the "**Commitment**")

3. The Commitment will allow the Company to avoid today's proposed insolvency filing and the attendant negative impact on all stakeholders. Fairness dictates that the Company engage with the Ad Hoc Committee over a very brief period to pursue the Commitment and maximize value without the consequences of an insolvency.

4. There is no evidence that supports the need for an Initial Order being granted today. The Company does not even allege:

(a) an urgent liquidity crisis that needs to be addressed with interim DIP financing today;

(b) that suppliers are in a position to materially disrupt or shut down the operations of the Company today; or

(c) that enforcement actions being taken by any material creditor of the Company today.

5. Today's proposed filing is largely being driven by defaults alleged under the Company's secured debt obligations. The Ad Hoc Committee's Commitment will eliminate those and provide additional liquidity necessary to support the business and remain solvent.

6. Remarkably, the Application and Pre-Filing Report of the proposed Monitor both fail to disclose the Ad Hoc Committee's engagement and Commitment. Attached is a letter of yesterday's date delivered by the Ad Hoc Committee's U.S. counsel to the Company's counsel which affirmed the Committee's "immediate willingness to (a) refinance certain of the Company's outstanding debt and (b) provide supplemental liquidity to enable the Company to meet its pressing obligations in order to alleviate any pressure the Company may be feeling to commence a near-term proceeding…"

7. The Ad Hoc Committee's letter was immediately followed by the delivery of three term sheets to the Company's counsel to promptly effect the payout of the other secured debt and to provide additional liquidity. Both the letter and term sheet were met with no response.

8. The letter also describes the prior continuing efforts of the Ad Hoc Committee to finalize a recapitalization transaction which would have addressed debt and long-term liquidity issues of the Company. Despite recent rumours of the Company's intention to file for CCAA protection, the Company assured the Ad Hoc Committee that it would not. In reality, it appears that the Company has been working for some time to commence today's Application, possibly in co-ordination with other stakeholders. The Company kept its largest secured creditors completely in the dark.

9. More surprisingly, the Company's affidavit confirms that the proposed Monitor already commenced a DIP solicitation process, and that the Company intends to seek approval of DIP financing at the comeback hearing, which could be as early as next week. In the circumstances,

it is clear that a DIP lender has already been selected, whether or not a commitment has been signed.

10. The Ad Hoc Committee was completely excluded from this process, all while being assured that a CCAA filing was not in the cards. Only after the Ad Hoc Committee raised its concerns about a possible filing yesterday did the proposed Monitor reach out to the Ad Hoc Committee about potential participation in a DIP solicitation process. It is clear that the selection of a DIP lender is a fait accompli, and that the Company has not satisfied its obligations to run a fair, robust and competitive process where all potential DIP lenders have an equal opportunity to make their proposals.

11. These circumstances support the Court adjourning this Application until Tuesday morning. This three-day window will allow the Company to pursue the opportunity afforded by the Ad Hoc Committee's commitment to the benefit of all the Company's stakeholders, including the employees, shareholders and communities served that will bear the brunt of an insolvency.

12. This not a request that the Application be dismissed. The adjournment will allow the parties to determine whether this filing is required at all. There is no evidence of any prejudice if this short adjournment is granted.

ALL OF WHICH IS RESPECTFULLY SUBMITTED this 15th day of May, 2026.

CASSELS BROCK & BLACKWELL LLP

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 NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION AND 12334992 CANADA INC.

Court File No.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AIDE MEMOIRE OF THE AD HOC COMMITTEE

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May 14, 2026

The Board of Directors of Baffinland Iron Mines Corporation
c/o John E. Estes, Esq.
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125 Broad Street
New York, New York 10004-2498
Email: estesj@sullcrom.com

c/o Robin B. Schwill, Esq.
Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto ON M5V 3J7
Canada
Email: rschwill@dwpv.com

Re: Baffinland Iron Mines Corporation, *et al.*

Dear Members of the Board of Directors:

We write on behalf of an ad hoc group (the "**Ad Hoc Noteholder Group**") comprised of one or more beneficial holders (or investment managers or advisors to beneficial holders) of those certain 8.750% senior secured notes due 2026 (the "**Notes**") issued by Baffinland Iron Mines Corporation ("**Baffinland**") and Baffinland Iron Mines LP ("**BIM LP**" and, together with Baffinland and their direct and indirect subsidiaries, the "**Company**"). As you know, Akin Gump Strauss Hauer & Feld LLP ("**Akin**") has been engaged as counsel to the Ad Hoc Noteholder Group in connection with the negotiation and documentation of one or more potential transactions involving the Notes, including, without limitation, a financing, refinancing, recapitalization, tender offer, exchange offer and/or restructuring of the Notes (each, a "**Transaction**"), and more specifically with respect to the proposed exchange transaction (the "**Exchange Transaction**") contemplated by that certain term sheet, offering memorandum and related documentation currently being negotiated by the Company and the Ad Hoc Noteholder Group. We write this letter to (i) reiterate the Ad Hoc Noteholder Group's desire to work constructively with the Company and its other stakeholders to finalize and implement the Exchange Transaction, or another out-of-court Transaction to be implemented on mutually acceptable terms, (ii) advise the Board of the Ad Hoc Noteholder Group's concerns regarding the Company's engagement (or lack thereof) in recent weeks and the increasing rumors that the Company intends to pivot away from its pending discussions with the Ad Hoc Noteholder Group and commence a formal insolvency proceeding and (iii) inform the Company of the Ad Hoc Noteholder Group's immediate willingness to (a) refinance certain of the Company's outstanding debt and (b) provide supplemental liquidity to enable the Company to meet its pressing obligations in order to alleviate any pressure the Company may be feeling to commence a near-term proceeding, in each case as set forth in more detail below.

For months, the Ad Hoc Noteholder Group and its advisors have engaged in good faith with the Company and its advisors in reliance on the Company's continued participation in the negotiation and documentation of the Exchange Transaction, and the Ad Hoc Noteholder Group has devoted substantial time, resources and capital-planning efforts towards the consummation of such Transaction (or any other Transaction to be agreed to by the parties). The Ad Hoc Noteholder Group remains fully committed to finalizing and implementing the Exchange Transaction on mutually agreeable terms. We understand, however, that the Company may be facing liquidity and other challenges as it works to finalize the Exchange Transaction documentation. Accordingly, if the Company is considering pivoting to an insolvency filing notwithstanding these months of good-faith negotiations, the Board should understand that the Ad Hoc Noteholder Group is ready, willing and able to provide capital solutions both out-of-court and, if necessary, in an insolvency proceeding.

To that end, in addition to our continued commitment to consummating the Exchange Transaction, the Ad Hoc Noteholder Group is willing and able to refinance immediately one or both of the debt facilities under the (i) credit agreement dated as of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025, the "**EDC Credit Agreement**"), among Baffinland and BIM LP, as borrowers and Export Development Canada, as lender and (ii) revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated May 27, 2025 and the sixth amendment dated November 24, 2025, as further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Credit Agreement**"), among Baffinland and BIM LP, as borrowers, the several lenders from time to time party thereto, Alter Domus (US) LLC, as administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, to the extent that the Company concludes that refinancing either or both of those facilities would be helpful to its overall restructuring efforts. We expect the Company and its advisors to engage with the Ad Hoc Noteholder Group on such potential refinancing (or refinancings) before the Company initiates any in-court restructuring proceedings, particularly given the months of good-faith negotiations and the Ad Hoc Noteholder Group's reliance on the negotiations surrounding the Exchange Transaction.

Relatedly, the Ad Hoc Noteholder Group believes that the Company may be facing liquidity constraints that are impeding its ability to operate in the ordinary course and perform its contractual obligations. The Ad Hoc Noteholder Group is therefore also willing and able to provide immediate access to additional liquidity to support the Company's operations and provide the Company with enhanced runway—outside of a formal insolvency proceeding or, if necessary, through an in-court financing or other capital solution—to implement the Exchange Transaction (or other Transaction acceptable to the parties), address its near-term maturities and position the businesses for success moving forward. The Ad Hoc Noteholder Group's members are actively coordinating so that they can move quickly and present any proposal in a unified and executable manner.

Finally, we understand that the Company may be considering commencing a proceeding under the Companies' Creditors Arrangement Act ("**CCAA**") in Canada. Before the Company initiates any in-court process, the Company and its advisors should engage directly with the Ad Hoc Noteholder Group regarding the financing, refinancing and recapitalization alternatives that the Ad Hoc Noteholder Group is ready to provide. If the Company is contemplating a CCAA proceeding, we ask that the Ad Hoc Noteholder Group through its counsel (on a confidential basis) be provided with no less than 24 hours' written notice of the scheduled hearing or case conference as well as drafts of the proposed initial order and application record to enable the Ad Hoc Noteholder Group and its advisors to review and comment on the proposed order prior to service and make arrangements to participate meaningfully at the initial hearing. We would anticipate that, under such circumstances, the Company would not be seeking approval of a debtor-in-

possession ("**DIP**") financing at any initial or comeback hearing given that, among other things, the Ad Hoc Noteholder Group has not been solicited or invited to participate in any competitive DIP process to date. In that regard, please advise us if the Company and/or any of its advisors (including FTI Consulting as proposed Monitor) has solicited interest in DIP financing proposals from any other stakeholders and/or third parties and, if so, when that solicitation (formal or informal) commenced, what the proposed terms solicited for DIP financing were and what proposals have been received, if any. If the Company does intend to commence a CCAA proceeding and seek approval of DIP financing, we expect that the Company will seek approval of a fair, transparent and competitive DIP financing solicitation process whereby all secured creditors will be provided equal access to information to support the Company's proposed financing needs and have an equal opportunity to submit proposals on a reasonable timeline. While the Ad Hoc Noteholder Group has not been approached by the Company to submit a DIP proposal, it is prepared to provide DIP financing should the Company determine to file a CCAA proceeding notwithstanding the contents of this letter.

The Ad Hoc Noteholder Group and each of its members reserve all rights and remedies they may have now or in the future, and neither failure to exercise nor delay in exercising any such right or remedy shall constitute or should be construed as a waiver, release, forbearance, amendment or modification unless expressly stated otherwise.

We look forward to engaging immediately on the initiatives outlined in this letter and working with the Company to address its imminent liquidity and maturity concerns in a manner mutually acceptable to the Company and the Ad Hoc Noteholder Group before the Company takes any action that would prejudice the Ad Hoc Noteholder Group's rights or foreclose the capital solutions the Ad Hoc Noteholder Group is ready to provide. The Ad Hoc Noteholder Group and its professionals are available to discuss the issues raised herein with the Company and its advisors immediately. Please ensure that a copy of this letter is provided to the Company's Board of Directors post-haste.

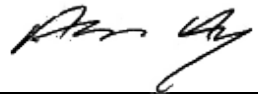
Very truly yours,

/s/ Ira S. Dizengoff

Ira S. Dizengoff

cc: Ad Hoc Noteholder Group
Meredith Lahaie, Esq.
Ryan Jacobs, Esq. & Tim Pinos, Esq., Cassels Brock & Blackwell LLP

This is Exhibit "**C**" referred to in the Affidavit of Joshua Gordon, affirmed June 4, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

From: "Rosenberg, Jeffrey" <jeffrey.rosenberg@fticonsulting.com>
Date: May 15, 2026 at 5:44:01 PM EDT
To: Ira Dizengoff <idizengoff@akingump.com>
Cc: "Jacobs, Ryan" <rjacobs@cassels.com>, "Watson, Greg" <greg.watson@fticonsulting.com>
Subject: Baffinland DIP

CAUTION: External Email

Please find attached our DIP Solicitation Letter. Please circulate as necessary in your organizations.

Thank you, Jeff

Jeffrey Rosenberg
Senior Managing Director

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May 15, 2026

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park Bank of America Tower
New York, NY 10036
Attention: Mr. Ira S. Dizengoff

Dear Mr. Dizengoff:

Re: Nunavut Iron Ore, Inc., Baffinland Iron Mines Corporation and 12334992 Canada Inc. (together, the "**Applicants**")

Pursuant to an order made by the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated May 15, 2026, the Applicants and Baffinland Iron Mines LP (together, the "**Debtors**") were granted protection under the *Companies' Creditors Arrangement Act* (the "**CCAA**") and FTI Consulting Canada Inc. was appointed monitor (in such capacity, the "**Monitor**"). A copy of the Initial Order and other Court materials filed publicly in these CCAA proceedings are available on the Monitor's website at: https://cfcanada.fticonsulting.com/baffinland.

The principal purpose of these CCAA proceedings is to provide the Debtors with the stability and breathing room necessary to continue operations on a going-concern basis while they pursue a refinancing, recapitalization, restructuring plan, investment, or sale solicitation process (or any combination of the foregoing) designed to maximize value for the benefit of all stakeholders.

The Debtors and the Monitor are undertaking a competitive interim financing solicitation process ("**DIP Financing Process**") to include the Debtors' working capital requirements, general corporate purposes, post-filing expenses and expansion plans during these CCAA proceedings.

Interested parties must execute a non-disclosure agreement, in form and substance satisfactory to the Debtors and the Monitor.

Participants in the DIP Financing Process will receive both an interim financing budget and a form of interim financing term sheet.

The Monitor and the Debtors will be available to engage with parties participating in the DIP Financing Process to discuss same.

Final, definitive, executed interim financing term sheets, along with a blackline to a form of the interim financing term sheet, must be submitted to the Debtors and the Monitor by no later than 5:00 pm (Toronto time) on May 20, 2026 (the "Deadline Date") via email to the email addresses set out below:

Jeffrey Rosenberg

Email: Jeffrey.Rosenberg@fticonsulting.com

Greg Watson

Email: Greg.Watson@fticonsulting.com

The Debtors, in consultation with the Monitor, will consider all executed interim financing term sheets received prior to the Deadline Date, which will include a consideration of various factors, including:

- The size of each interim financing facility;
- The cash costs associated with each interim financing proposal;
- The terms, conditions, covenants and events of defaults in each interim financing proposal;
- The relative degree of potential operational disruption resulting from each interim financing proposal; and
- The continued availability of margin and hedging arrangements under each interim financing proposal.

The Monitor and the Debtors may, following receipt of any interim financing proposal, seek clarification with respect to any of the terms or conditions of the interim financing proposal and/or request and negotiate one or more amendments to such interim financing proposal prior to selecting an interim financing proposal.

Following the Deadline Date, the Debtors, in consultation with the Monitor, will review the interim financing proposals received. The selected proposal in the DIP Financing Process will require Court approval. The Debtors are not obliged to accept any offer. The Monitor and the Debtors reserve the right to evaluate all offers, to negotiate their terms and to reject any and all offers and to amend the DIP Financing Process as it considers appropriate.

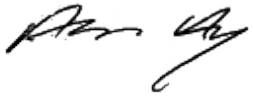
If you have any questions, please do not hesitate to contact Jeffrey Rosenberg or Greg Watson.

Yours very truly,

Jeffrey Rosenberg, Senior Managing Director

FTI CONSULTING CANADA INC., IN ITS CAPACITY AS MONITOR OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION AND 12334992 CANADA INC.

This is Exhibit "**D**" referred to in the Affidavit of Joshua Gordon, affirmed June 4, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

From: Muller, Ben
Sent: Tuesday, May 19, 2026 7:20 PM
Cc: Wasserman, Marc ; De Lellis, Michael ; Rosenberg, Jeffrey ; Watson, Greg
Subject: CCAA Proceedings of Baffinland Iron Mines Corporation et al. (Court File No. CL-26-00000219-0000) – Notice of Extension of Deadline Date under DIP Financing Process

CAUTION: External Email

We refer to the process letter that you received in connection with the interim financing solicitation process (the "**DIP Financing Process**") being conducted by Nunavut Iron Ore Inc., Baffinland Iron Mines Corporation, 12334992 Canada Inc. (together, the "**Applicants**") and Baffinland Iron Mines LP, and FTI Consulting Canada Inc. in its capacity as monitor of the Applicants.

We are writing to advise you that, pursuant to the DIP Financing Process, **the Deadline Date has been extended to 5:00 p.m. (Toronto time) on May 25, 2026**.

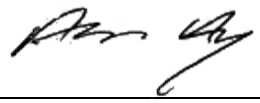
Further information regarding the CCAA proceedings can be found on the Monitor's website at: https://cfcanada.fticonsulting.com/baffinland.

Please contact the Monitor's representatives Jeffrey Rosenberg (Jeffrey.Rosenberg@fticonsulting.com) or Greg Watson (Greg.Watson@fticonsulting.com) for any questions.

OSLER

Ben Muller
Associate
416.862.5923 | bmuller@osler.com
Osler, Hoskin & Harcourt LLP | osler.com

This is Exhibit "**E**" referred to in the Affidavit of Joshua Gordon, affirmed June 4, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

From: Philip Yang <pyang@stikeman.com>
Sent: Monday, May 25, 2026 5:21 PM
To: Watson, Greg <greg.watson@fticonsulting.com>; Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>
Cc: idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com; nethridge@akingump.com; Jacobs, Ryan <rjacobs@cassels.com>; Wunder, Michael <mwunder@cassels.com>; Maria Konyukhova <mkonyukhova@stikeman.com>; Logan Copen <lcopen@stikeman.com>; Bolin, Brian <bbolin@paulweiss.com>; Graham, Joe <jgraham@paulweiss.com>
Subject: CCAA Proceedings of Nunavut Iron Ore, Inc. Baffinland Iron Mines Corporation, and 12334992 Canada Inc. - Submission of DIP Proposals

CAUTION: External Email

Good afternoon.

In accordance with the DIP solicitation process conducted by the Monitor in the above-captioned proceedings, please see attached letter from Maria Konyukhova of today's date, together with enclosures.

Best regards,

Philip Yang

Direct: +1 416 869 5593
Mobile: +1 416 476 6195
Email: PYang@stikeman.com

Stikeman Elliott

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May 25, 2026

By Email: greg.watson@fticonsulting.com; and jeffrey.rosenberg@fticonsulting.com

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Greg Watson and Jeffrey Rosenberg

Dear Sirs:

Re: In the Matter of a Plan of Compromise or Arrangement of Nunavut Iron Ore, Inc. Baffinland Iron Mines Corporation, and 12334992 Canada Inc. (collectively, the "Applicants", and together with Baffinland Iron Mines LP, "BIM" or the "Company", with the proceedings being the "CCAA Proceedings")

We are counsel to Oaktree Capital Management, L.P. and Hartree Partners, LP (together, the "**First Secured Lenders**"), the lenders under the Credit Agreement dated May 26, 2017 (as amended from time to time, the "**Credit Facility**").

Please find enclosed a binding commitment for a DIP facility in the amount of US$300,000,000 provided by the First Secured Lenders' and the ad hoc group of holders of 8.750% senior secured notes due 2026 (the "**Notes**") issued by Baffinland Iron Mines Corporation (the "**Ad Hoc Group**", and together with the First Secured Lenders, the "**Senior Secured Lenders**") (the "**CCAA DIP**"). The proposal is submitted jointly by the First Secured Lenders and the Ad Hoc Group as a unified financing package for the Company in the CCAA Proceedings.

The CCAA DIP should be accepted as the successful DIP under the DIP solicitation process. As a starting point, the Senior Secured Lenders represent the vast majority of the secured creditors of the Company. As you know, the First Secured Lenders hold first-ranking security over all of the Company's assets under the Credit Facility. The principal amount outstanding under the Credit Facility is approximately US$183,000,000, and the Credit Facility is currently in default. The AHG holds *pari passu* security over the Shared Collateral (as defined in the Intercreditor Agreement dated as of June 27, 2018 (the "**Intercreditor Agreement**")[1], between the Company, the First Secured Lenders, the AHG, holders of the Notes, and

[1] "Shared Collateral" is defined in the Intercreditor Agreement as "at any time, Collateral in which the holders of any Series of Priority Obligations and/or any Series of Pari Passu Obligations (or their respective Collateral Agents) hold a valid and perfected security interest at such time; provided that, for the avoidance of doubt, cash collateral securing Letters of Credit (as defined in the Priority Documents, as applicable) created under the Priority Documents, as applicable, and funds deposited for the discharge or defeasance of any Pari Passu Obligations shall not constitute Shared Collateral. If more than two Series of Pari Passu Obligations are outstanding at any time and the holders of less than all Series of Pari Passu Obligations hold a valid and perfected security interest in any Collateral at such time, then such Collateral shall constitute Shared Collateral for those Series of Pari Passu Obligations that hold a valid security interest in such Collateral at such time and shall not constitute Shared Collateral for any Series which does not have a valid and

Export Development Canada ("**EDC**")). The Senior Secured Lenders are the parties who bear the most direct economic risk and who will suffer the greatest loss if value is eroded in the CCAA Proceedings. No other stakeholder has a greater alignment of interest with the preservation of enterprise value.

The Senior Secured Lenders have also sized the CCAA DIP to accommodate BIM's requests. The CCAA DIP at US$300,000,000 is sufficient to: (a) stabilize the Company's operations; (b) fund an orderly and longer than typical sale and investment solicitation process; and (c) sustain the Company through the coming winter.

In the event that the Company and the Monitor select a bid to provide DIP financing that is not agreeable to some stakeholders of BIM, and the Company requires additional time to resolve any objections to the selected DIP facility, the Senior Secured Lenders are also submitting a binding proposal for an interim bridge debtor-in-possession ("**DIP**") facility in the amount of US$70,000,000 (the "**Interim Bridge DIP**"). Among other things, due to the short duration of the DIP solicitation process and certain delays in obtaining the financial information needed to assess the Company's cash needs, significant questions remain surrounding the backup behind the cash flow projections, the DIP budget and the projected Company spend over the course of the CCAA Proceedings. Without prejudice to the Senior Secured Lenders' ability to ask further questions, certain questions that are anticipated to be asked include:

- How does the current budget compare to previous iterations and what is the justification for the material changes?

- How were the various inherent conflicts of interest affecting decision-making at the Company in the selection of the DIP addressed?

Importantly, the Interim Bridge DIP provides stability and certainty of funding for the Company and its stakeholders, including employees, trade creditors, and operational counterparties, while the parties litigate or resolve the selection of the larger, longer-term DIP facility. No stakeholder need be concerned about whether funds will be available to meet the Company's obligations during this interim period. We note that the Interim Bridge DIP carries no fees in the event it is repaid out of the proceeds of a replacement DIP facility, rendering it entirely without prejudice to any party.

We also note that pursuant to Section 3.01(b) of the Intercreditor Agreement, EDC is precluded from objecting to DIP financing, the related DIP liens (including super-priority liens), and the use of cash collateral constituting "Shared Collateral", unless Wilmington Trust, National Association, in its capacity as collateral agent under the Credit Facility, objects. This restriction applies to DIP financing that does not incrementally exceed US$40,000,000. The First Secured Lenders' collateral agent does not intend to object. Accordingly, the contractual precondition to any objection by EDC has not been and will not be satisfied. Any purported objection by EDC to the first US$40,000,000 of DIP financing is contractually barred. Amounts in the Interim Bridge DIP above and beyond US$40,000,000 is available to the Company only in the event that the Company requires it to maintain operations in the ordinary course.

The Senior Secured Lenders look forward to engaging constructively with the Company and the Monitor on the CCAA DIP. Our clients believe that working together toward the prompt approval and implementation of this facility represents the clearest path to maximizing value for the Company and its stakeholders. The Senior Secured Lenders have provided the requested financial commitment, have the operational expertise, and are the most aligned with the Company to ensure that the Company emerges from these CCAA Proceedings as a viable, going-concern enterprise. The Senior Secured Lenders remain ready to

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perfected security interest in such Collateral at such time. If more than two Series of Priority Obligations are outstanding at any time and the holders of less than all Series of Priority Obligations hold a valid and perfected security interest in any Collateral at such time, then such Collateral shall constitute Shared Collateral for those Series of Priority Obligations that hold a valid security interest in such Collateral at such time and shall not constitute Shared Collateral for any Series which does not have a valid and perfected security interest in such Collateral at such time."

move immediately upon acceptance and welcome the opportunity to work with all parties toward a successful restructuring that preserves jobs, protects critical operations, and delivers the best possible outcome for all of BIM's stakeholders.

While the Senior Secured Lenders hope to arrive at a mutually agreeable solution for provision of DIP financing to BIM, they reserve all of their rights to challenge, oppose, and seek to set aside any alternative DIP facility selected by the Company and the Monitor if the terms of same are prejudicial to the interests of the Senior Secured Lenders, the likely fulcrum creditors of BIM.

Yours truly,

Stikeman Elliott LLP

Maria Konyukhova
Partner

MK/PY

cc: Paul, Weiss, Rifkind, Wharton & Garrison LLP, U.S. counsel to the First Secured Lenders
Cassels Brock & Blackwell LLP, Canadian counsel to the AHG
Akin Gump Strauss Hauer & Feld LLP, U.S. counsel to the AHG

Encl.

CONFIDENTIAL
FRE 408
SUBJECT TO COMMON INTEREST PRIVILEGE

DIP FACILITY LOAN AGREEMENT

DATED AS OF May ■, 2026

WHEREAS Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, the "**Borrowers**") have requested the DIP Lenders (defined below) to provide funding in order to assist with proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") to be commenced before the Ontario Superior Court of Justice – Commercial List (the "**Court**") in accordance with the terms and conditions set out herein (the "**CCAA Proceeding**");

AND WHEREAS the DIP Lenders have agreed to provide the DIP Facility (defined below) in accordance with the terms and conditions set out below.

NOW THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms:** A capitalized term not defined in the body of this Agreement has the meaning ascribed to it in the Definitions section below.

2. **Interpretation:** In this Agreement, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

   The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

   References in this Agreement to Sections or Schedules are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise.

3. **Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America.

4. **Borrowers:** Baffinland Iron Mines Corporation ("**BIM Corp**") and Baffinland Iron Mines LP ("**Baffin LP**" and, together with BIM Corp, the "**Borrowers**").

5. **Guarantors:** Means Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Guarantors**" and collectively with the Borrowers, the "**Obligors**").

6. **DIP Lenders:** The institutions described in Schedule A (on behalf of themselves and their affiliates and managed funds) hereby commit to provide the DIP Facility, on a several and not joint basis, in the respective amounts set forth adjacent to each such institution's name in Schedule A upon the

terms and conditions set forth in this Agreement (collectively, the **"DIP Lenders**").

An institution acceptable to the Required DIP Lenders shall act as administrative agent and as collateral agent for the DIP Facility (in such capacities, the "**DIP Agent**").

An institution acceptable to the Required DIP Lenders shall act as fronting lender (the "**Fronting Lender**") pursuant to which the Fronting Lender shall fund each Advance on behalf of the DIP Lenders and subsequently assign such funded DIP Loans to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and the each of the DIP Lenders. The Fronting Lender shall be a "DIP Lender" for all purposes herein so long as the Fronting Lender holds commitments in respect of the DIP Facility or any DIP Loans.

Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include the DIP Agent and the Fronting Lender as parties hereto and to, among other things, add customary agency provisions for the benefit of the DIP Agent and fronting lender provisions for the benefit of the Fronting Lender, in each case, that are acceptable to the Borrowers, the DIP Agent, the Required DIP Lenders and the Fronting Lender (solely with respect to the fronting lender provisions), in each case, acting reasonably.

7. **DIP Facility:** The DIP Lenders agree to establish in favour of the Borrowers a debtor-in-possession delayed draw term loan facility (the **"DIP Facility"** and, the loans thereunder, the "**DIP Loans**") in the principal amount equal to $300 million (the **"Loan Amount"**).

8. **DIP Advances:** An initial advance under the DIP Facility in the principal amount of $50 million (the "**Initial Advance**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) within one (1) Business Day after the date of the entry of the Second Amended and Restated Initial Order (defined below), provided the Initial Advance Conditions are satisfied as of such date.

Subsequent advances under the DIP Facility (each, a "**Subsequent Advance**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) every other week (or as otherwise agreed by the Borrowers and the Required DIP Lenders), with each Subsequent Advance being in an amount no less than $20 million against the Approved Cash Flow Forecast, in each case subject to the satisfaction of the Subsequent Advance Conditions (as defined below). The sum of the Initial Advance and the Subsequent Advances shall not exceed the Loan Amount. The timing and amount of each Subsequent Advance shall be determined based on the funding needs of the Borrowers as set forth in the Approved Cash Flow Forecast, and Subsequent Advances shall only be available and provided hereunder after the Borrowers have received the entirety of the Initial Advance.

Advances under the DIP Facility, other than the Initial Advance (each, an "**Advance**") require a written notice to be delivered to the DIP Agent and the DIP Lenders, at least three (3) Business Days prior to the requested date of the Advance, or such shorter period as may be agreed by the Required DIP Lenders in advance (each, an "**Advance Notice**"), which has been approved by the Monitor and executed by an officer of the Borrowers setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; and (c) certification that the representations and warranties contained herein are true and correct in all material respects as of such date.

Each Advance, on behalf of and at the request of each of the DIP Lenders, shall be provided by and funded to the DIP Agent by the Fronting Lender and subsequently assigned to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each DIP Lender. The Fronting Lender shall deposit into the Borrowers' Account the amount requested by the Borrowers pursuant to the Advance Notice on the requested date of the Advance, net of all fees, costs and expenses to be paid in connection with such Advance pursuant to a funds direction to be delivered priori to the date of such Advance; provided that (x) with respect to the Initial Advance, the Initial Advance Conditions are satisfied as of such date and (y) with respect to each Advance after the Initial Advance, the applicable conditions described in this section 8 and the applicable Subsequent Advance Conditions are satisfied as of such date.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used solely by the Borrowers in accordance with the Approved Cash Flow Forecast, which shall include provision for payment, in all respects subject to and to the extent included in the Approved Cash Flow Forecast, of (i) the fees of the Monitor and its counsel and counsel for the Borrowers, (ii) interest, fees (including the Commitment/Funding Fee) and other amounts owing to the DIP Lenders under this Agreement, (iii) pre and post-filing expenses payable to the DIP Lenders or their advisors under the Senior Credit Agreement, the Indenture, or the DIP Facility (including, without limitation, those set forth in section 13) and ordinary course payments for the Borrowers' working capital needs during the CCAA Proceeding, including, post-filing accounts payable in the ordinary course of the Business and Priority Payables, (iv) royalty payments under the Royalty Agreements, and (v) amounts payable under the Benefits Agreement, in each case, under clauses (i) through (v), as set forth in the Approved Cash Flow Forecast (subject to Permitted Variances). Without the prior written consent of the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), no proceeds may be used, and no expenditures shall be made, for any purpose that is not included in the Approved Cash Flow Forecast.

10. **Assignment by the Borrowers:** The Borrowers shall not be permitted to assign this Agreement without the prior written consent of each DIP Lender.

11.	**Evidence of Indebtedness:**	The DIP Agent shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP Agent register constitutes, in the absence of manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP Lenders pursuant to the DIP Facility.
12.	**Interest; Fees**	All amounts owing by the Borrowers hereunder to the DIP Lenders on account of the principal, overdue interest and expenses shall bear interest at a rate per annum equal to Adjusted Term SOFR (which, for purposes of this Agreement, shall have the meaning given to such term in the Senior Credit Agreement, treating the DIP Loans as SOFR Loans thereunder and utilizing a one-month Interest Period as set forth below) plus 7.00%, payable entirely in cash on each Interest Payment Date (the "**Interest Rate**"). To the extent permitted by Law, effective upon the occurrence of and during the continuance of an Event of Default, all amounts owing to the DIP Lenders hereunder by the Borrowers on account of principal, overdue interest and expenses shall bear interest at the Interest Rate plus an additional 2% per annum (the Interest Rate, as increased, the "**Default Rate**"). All interest hereunder shall be computed on the basis of a year of 360 days and shall accrue and be calculated daily and payable in cash, monthly in arrears on the last Business Day of each month (each, an "**Interest Payment Date**"); provided that unless otherwise agreed by the Required DIP Lenders, interest accruing at the Default Rate shall be payable in cash on demand, both before and after demand and judgment. In the case of an Advance, the first "**Interest Period**" shall commence on and include the date of such Advance and shall end on and exclude the next following Interest Payment Date. Thereafter, in the case of such Advance, the Interest Period shall commence on and include the Interest Payment Date and end on and exclude the next Interest Payment Date or the Maturity Date, whichever is earlier. Upon entry of the Second Amended and Restated Initial Order, the Borrowers shall pay a fee (the "**Commitment/Funding Fee**") of 3.00% of the Loan Amount to the DIP Lenders on a pro rata basis, which such Commitment/Funding Fee shall be payable in kind and capitalized on the principal amount of the DIP Loans on such date. The Commitment/Funding Fee shall constitute part of the DIP Obligations, shall be secured by the DIP Charge, and shall bear interest at the Interest Rate (or, after the occurrence and during the continuance of an Event of Default, the Default Rate).
13.	**Other Costs and Expenses:**	The Borrower shall pay all reasonable and documented third-party costs and expenses of the DIP Agent, the DIP Lenders and the Fronting Lender for all due diligence and all reasonable and documented fees, expenses and disbursements of advisors (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior

Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG) in connection with the preparation, negotiation and consummation of this Agreement or any other Restructuring Transaction, the administration of the DIP Facility and participation in the CCAA Proceeding, including any reasonable and documented third-party costs and expenses incurred by the DIP Agent, the DIP Lenders and the Fronting Lender in connection with the enforcement of any of the rights and remedies available hereunder or under the DIP Security (collectively, the "**DIP Lender Expenses**"). The DIP Lender Expenses shall form part of the DIP Obligations secured by the DIP Charge (as defined below). All accrued DIP Lender Expenses incurred prior to date of the Initial Advance (including prior to the filing of the CCAA Proceeding) shall be paid in full through deduction from the Initial Advance.

14. **Approved Cash Flow Forecast:** Attached hereto as Schedule B is a detailed cash flow projection (the "**Initial Cash Flow Forecast**"), which is in form and substance satisfactory to the Required DIP Lenders and which may include, *inter alia*, provision for payments on account of any interest and expenses which may be payable under the DIP Facility, rent and other occupancy costs, supplier payments, post-filing accounts payable in the ordinary course of the Business, Priority Payables, payments of amounts payable under the Royalty Agreements and the Benefits Agreement, and the costs and expenses associated with the CCAA Proceeding.

The Borrowers, with the assistance of the Monitor, shall, from time to time as required by this Agreement, present the DIP Lenders with a revised budget in a form acceptable to the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) (the "**Updated Cash Flow Forecast**"). Upon the written approval of the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), the Updated Cash Flow shall thereafter be deemed to be the effective budget (the "**Approved Cash Flow Forecast**") for the purposes hereof. Until such time as the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) approve an Updated Cash Flow Forecast, the prior Approved Cash Flow Forecast shall remain in effect for disbursement lines in the Operating Disbursements section set forth in the then applicable Initial Cash Flow Forecast or Approved Cash Flow Forecast, as applicable; *provided* that no other amounts may be "rolled-forward" past the 13-week period contemplated by such Approved Cash Flow Forecast, and no additional amounts may be expended thereon except as expressly approved in a subsequently approved Updated Cash Flow Forecast. The DIP Lenders shall be under no obligation to approve any Updated Cash Flow Forecast notwithstanding any prior approval of any prior or then-current Approved Cash Flow Forecast.

Notwithstanding any other provision of this Agreement, neither the DIP Agent nor the DIP Lenders shall be obligated to make any advance under

the DIP Facility which does not comply with or adhere to the Approved Cash Flow Forecast.

For the avoidance of doubt, the Approved Cash Flow Forecast will include payment of all reasonable and documented out of pocket fees and expenses of advisors to EDC, the Senior Agents, the Senior Lenders and the Holder AHG (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG).

The DIP Lenders agree to provide for approvals in allocations in the Approved Cash Flow Forecast to capital expenditures in connection with the Steensby Expansion or any additional exploration costs at such time as the Borrowers have (i) obtained one or more bona fide, binding, irrevocable bids in the SISP that provide for (A) the repayment in full in cash of the DIP Facility and the obligations under the Senior Credit Agreement and the Senior Secured Notes on or prior to the closing of such sale transaction, and (B) the consent of such bidder(s) to pursue the Steensby Expansion and further exploration, with a plan for execution which is reasonably acceptable to the Required DIP Lenders; (ii) submitted to the DIP Lenders supporting plans including engineering, design and operations acceptable to the Required DIP Lenders; and (iii) liquidity which is reasonably acceptable to the Required DIP Lenders; *provided*, *however*, that the approval of the Supermajority DIP Lenders shall be required with respect to allocations of more than $95 million to the Steensby Expansion or exploration in any Updated Cash Flow Forecast (the "**Supermajority DIP Lender Budget Consent Right**").

15. **Conditions Precedent to the Initial Advance:**

The DIP Lenders' obligation to make the Initial Advance hereunder from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Initial Advance Conditions**"):

(a) the Court shall have issued the Second Amended and Restated Initial Order in form and substance satisfactory to the DIP Agent, the Required DIP Lenders and the Fronting Lender, acting reasonably, among other things:

(i) authorizing and approving this Agreement;

(ii) granting the DIP Charge and the priority of the DIP Charge contemplated in this Agreement;

(iii) granting a stay of proceedings until no earlier than September 30, 2026;

(v) providing for provisional execution in respect of any and all Advances made and/or Liens and/or charges granted for the DIP Loans, including the DIP Charge;

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their sole discretion;

(b) all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder will be paid from the proceeds of the Initial Advance on the date of the Initial Advance; and

(c) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(d) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the Initial Advance;

(e) the DIP Agent and the Required DIP Lenders shall be satisfied that there are no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(f) the Obligors shall have delivered to the DIP Agent customary officer's certificates and authorizing directors' resolutions, in form and substance satisfactory to the Required DIP Lenders; and

(g) the Borrowers shall have provided to the DIP Agent and the Required DIP Lenders a list of all material licences and permits required for the continued operation of the Business into the foreseeable future, including their current status, renewal and such other material items related thereto (the "**Material Licences and Permits Schedule**").

16. **Conditions Precedent to Advances of the Loan Amount (other than the Initial Advance):**

The DIP Lenders' agreement to make any additional Advances available from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Subsequent Advance Conditions**"):

(a) the Second Amended and Restated Initial Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their sole discretion;

(b) the Second Amended and Restated Initial Order has not been amended, restated or modified in a manner that materially adversely affects the rights, remedies or interests of the DIP Lenders without the prior written consent of the Required DIP Lenders; *provided* that any such modification which would require

the consent of a given DIP Lender under section 33 hereof be subject to such DIP Lenders' consent;

(c) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(d) all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder have been paid or will be paid from the proceeds of the requested Advance on the date of the applicable Advance;

(e) there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(f) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance;

(g) the Obligors shall be in compliance in all material respects with all covenants and obligations contained in this Agreement;

(h) an updated Approved Cash Flow Forecast has been agreed to between the Borrowers and the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), and the Borrowers are in compliance with the current Approved Cash Flow Forecast (subject to Permitted Variances) as at the date of the proposed Advance;

(i) the Obligors shall be in compliance with the SISP Milestones;

(j) the Borrowers shall have delivered to the DIP Agent and the Required DIP Lenders, in the Advance Notice (or in a supplemental certificate executed by an officer of the Borrowers and delivered concurrently therewith), either (i) an updated Material Licences and Permits Schedule reflecting any additions, deletions, lapses, suspensions, revocations or changes in status to any of the items listed therein since the date of the most recent Material Licences and Permits Schedule delivered to the Required DIP Lenders, or (ii) a certification that the most recent Material Licences and Permits Schedule delivered to the Required DIP Lenders remains true and correct in all material respects as of the date of the requested Advance; and

(k) all conditions precedent in section 15 immediately above in this Agreement shall have been and continue to be satisfied on the date of such Advance.

17. **DIP Charge:** All of the obligations of the Obligors under or in connection with the DIP Facility, including without limitation, all principal, interest, fees and amounts owing in respect of reasonable and documented third-party expenses of the DIP Agent, the DIP Lenders and the Fronting Lender (collectively, the "**DIP Obligations**"), shall be secured by a Court-ordered charge on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders (the "**DIP Charge**").

The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral other than the administration charge not exceeding $5.0 million, to be granted by the Court and the directors and officers charge not exceeding $20.4 million, to be granted by the Court (collectively, the "**Priority Charges**"). All Collateral will be free and clear of all Encumbrances, except for Permitted Liens.

18. **DIP Security:** The Guarantors hereby guarantee in favour of the DIP Agent, for the benefit of the DIP Lenders, the payment and performance of the DIP Obligations of the Borrowers pursuant to the terms set forth in Schedule C hereto.

The DIP Lenders shall be permitted to request DIP Security (in form and substance reasonably satisfactory to the Required DIP Lender) from the Obligors at any time. The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders, subject to subordination only in respect of the Priority Charges and Priority Payables. For greater certainty, the delivery of DIP Security shall not be a condition precedent to the Initial Advance or any other advances of the Loan Amount as set out in sections 15 and 16.

19. **Hedging Obligations** Notwithstanding anything herein to the contrary, Hedging Obligations owing to any DIP Lender may be secured by liens which are equal in priority to the DIP Security.

20. **Borrowers' Account:** Advances shall be deposited into a bank account to be designated by the Borrowers (the "**Borrowers' Account**") and utilized by the Borrowers in accordance with the terms of this Agreement. At the request of the DIP Lenders, the Borrowers shall put in place a blocked account agreement in favour of the DIP Agent (for the benefit of the DIP Lenders) thereon on such terms as are acceptable to the Required DIP Lenders, in their discretion.

21. **Repayment and Maturity Date:** All DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following:

(a) conversion of the CCAA Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(b) the occurrence of an Event of Default and a demand for payment by the DIP Agent (at the request of the Required DIP Lenders);

(c) the closing of a Restructuring Transaction or combination of Restructuring Transactions; or

(d) the date that is twelve (12) months after the date of this Agreement, subject to the extensions set forth below (the "**Stated Maturity Date**")

(such earliest date, the "**Maturity Date**").

The Stated Maturity Date may be extended two times by the Borrowers for up to three (3) months each time, provided that (i) the Borrowers deliver a written extension request to the DIP Agent not less than ten (10) days prior to the then applicable Stated Maturity Date, (ii) no Default or Event of Default exists on the then applicable Stated Maturity Date, (iii) the Borrowers shall have paid an extension fee on the date of each such extension equal to two percent (2%) of the DIP Loans outstanding at such time, payable in-kind on the date of such extension to the DIP Agent on behalf of the DIP Lenders on a pro rata basis and capitalized on the principal amount of the DIP Loans as of such date and (iv) the Borrowers shall have provided to the DIP Agent and the DIP Lenders an Updated Cash Flow Forecast as approved by the Monitor and which shall be in form and substance satisfactory to the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) in their sole discretion, through and including the date to which the Stated Maturity Date is extended.

The DIP Lenders' commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be fully repaid no later than the Maturity Date, without the DIP Lenders being required to make demand upon the Borrowers or Guarantors or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable.

22. **Payments:** All payments of principal, interest and expenses hereunder, if applicable, shall be made for value in the full amount due at or before 12:00 noon on the day such amount is due by deposit or transfer thereof to the DIP Agent or as the DIP Lenders may direct. Payments received after such time shall be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment. Each payment to be made by the Borrowers under this Agreement shall be made in full without deduction, set-off or counterclaim of any kind or for any reason. If any expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP Agent may, but shall have no duty to do so, pay all such expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility. Unless otherwise consented to in writing by the Required DIP Lenders, the net cash proceeds of any sale, realization or disposition of, or with respect to, any of the Collateral (including obsolete, excess or worn-out Collateral) out of the ordinary course of business, any cash or other proceeds received out of the ordinary course of business, or any insurance proceeds paid to the Borrowers in respect of such Collateral, shall be paid to the DIP Agent (for the benefit of the DIP Lenders) and applied to reduce the DIP Obligations (for greater certainty, net of transaction fees and applicable Taxes in respect thereof). Any amounts repaid may not be reborrowed.

23. **Indemnity:** The Obligors agree to indemnify and hold harmless the DIP Agent, the DIP Lenders, the Fronting Lender and their respective Affiliates, partners and officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or reasonable and documented third-party expenses of any kind or nature whatsoever which may be incurred by any of the Indemnified Persons (collectively, the "**Claims**") as a result of, in connection with or in any way related to the DIP Facility, the priority of the DIP Charge, the proposed or actual use of the proceeds of the DIP Facility or this Agreement; provided, however, that the Obligors shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any Claim (a) to the extent it resulted from the gross negligence, wilful misconduct or bad faith of any Indemnified Person as finally determined by a court of competent jurisdiction, or (b) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Obligors. Notwithstanding anything to the contrary herein, the indemnities granted under this Agreement shall survive any termination of the DIP Facility.

24. **Representations and Warranties:** Each Obligor represents and warrants to the DIP Agent and DIP Lenders, upon which the DIP Agent and each of the DIP Lenders has relied in entering into this Agreement that:

(a) such Obligor is validly formed and existing under the laws of its jurisdiction of incorporation or formation;

(b) such Obligor has the power and capacity, and the legal right, to own or lease and operate its property, to carry on its business as now conducted and as proposed to be conducted, and subject to Court approval of this Agreement, to enter into, execute, deliver and perform its obligations under this Agreement;

(c) such Obligor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Subject to the issuance of the Initial Order, Amended and Restated Initial Order or Second Amended and Restated Initial Order, as applicable, and the terms thereof, no consent or authorization of, filing with, notice to or other act by, or in respect of, any governmental authority or any other person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement;

(d) this Agreement and the transactions contemplated by this Agreement:

(i) are within the powers of such Obligor and, subject to the granting of the Second Amended and Restated Initial Order, as applicable, constitute legal, valid and binding obligations of

such Obligor, enforceable against it in accordance with the terms hereof;

(ii) have been duly authorized, executed and delivered by or on behalf of such Obligor; and

(iii) subject to the granting of the Second Amended and Restated Initial Order, as applicable, do not and will not conflict with, contravene, violate or result in a breach of: (A) any of the terms or provisions of such Obligor's constating documents or by-laws, (B) any material contracts or instruments to which such Obligor is a party or pursuant to which any of its assets or property may be affected or (c) any applicable Law;

(e) the Business of such Obligor has been and will continue to be conducted in material compliance with all applicable Laws of each jurisdiction in which the Business has been or is being carried on subject to the provisions of the CCAA and any Court order made after the date of the Initial Order;

(f) such Obligor and its properties and businesses comply in all material respects, and the use of its properties comply in all material respects, with all applicable environmental laws; such Obligor has no knowledge of any facts which result in, or constitute, or are likely to give rise to, non-compliance with any environmental laws in any material respect;

(g) such Obligor owns, leases or has the lawful right to use all of the material properties and undertaking necessary for the conduct of the business of such Obligor;

(h) such Obligor has obtained any material Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect. No proceedings have been commenced to revoke or amend any such Authorizations;

(i) such Obligor does not have any defined benefit pension plans or similar plans and is in material compliance with all applicable Law respecting its employees' employment and all collective bargaining agreements to which it is a party or otherwise bound;

(j) except as otherwise disclosed to the DIP Lenders in writing prior to the date hereof, such Obligor is current on its payment obligations for rent and other occupancy costs and expenses in respect of any premises that it leases;

(k) all of such Obligor's obligations (including fiduciary, funding, investment and administrative obligations, if any) required to be performed in connection with such Obligor's employee benefit plans have been performed on a timely basis;

(l) such Obligor has filed all Tax returns which were required to be filed and paid all Taxes (including interest and penalties) which are due and payable;

(m) such Obligor and each of its subsidiaries has good and valid title to, or legally binding property right in, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, in each case free and clear of all Liens other than those liens permitted by section 4.10 of the Indenture (as same exists on the date of this Agreement) and except for minor defects in title as could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the operations, financial condition, and/or future prospects of the Obligors taken as a whole

(n) all information provided by or on behalf of such Obligor to the DIP Lenders for the purposes of or in connection with this Agreement or any transaction contemplated herein is, true and accurate in all material respects on the date as of which such information was provided, not incomplete and does not omit to state any fact necessary to make such information (taken as a whole) not materially misleading at such time, in light of the circumstances under which such information was provided; and

(o) none of the Obligors owns or controls, directly or indirectly, any subsidiaries which are not Obligors.

(p) each Obligor maintains adequate insurance coverage, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contain reasonable coverage and scope;

(q) except for those defaults which are stayed by the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order and as disclosed to the DIP Lenders in writing, all Material Contracts are in full force and effect and are valid, binding and enforceable in accordance with their terms, and the Obligors do not have any knowledge of any default that has occurred and is continuing thereunder (other than those defaults arising as a result of or relating to the insolvency of the Obligors or any of their affiliates or the commencement of the CCAA Proceeding);

(r) except as disclosed to the DIP Lenders in writing by the Obligors, there are no agreements of any kind (i) between the Obligors and any other third party or any holder of debt or Equity Securities of the Obligors with respect to any Restructuring Transaction, which remain in force and effect as of the date hereof, or (ii) between the Borrowers and any related party;

(s) other than as stayed pursuant to the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, there is not now pending or, to the knowledge of any of the senior officers of the Obligors, threatened against the Obligors, nor has any Obligor received notice in respect of, any material claim, potential claim, litigation, action, suit, arbitration or other

proceeding by or before any court, tribunal, governmental entity or regulatory body;

(t) each Obligor has maintained and paid current its obligations, as applicable, for payroll, source deductions, harmonized, goods and services and retail sales tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations;

(u) the Obligors have valid leasehold interests in all leases, subleases or assignments of leases, and each such lease is in full force and effect, and the Obligors do not have knowledge of any default that has occurred (other than in connection with the CCAA Proceeding);

(v) the Borrowers have not taken or omitted to take any action that could materially impact their continued operations, including (i) failing to procure any essential products needed before the shipping window closes, (ii) ceasing their mining operations, or (iii) reducing their workforce;

(w) any information provided by the Borrowers to the DIP Agent and the DIP Lenders on the status of the SISP, the Steensby Railway project and related financing process (the "**Steensby Expansion**") to date, including any reporting required pursuant hereto, is accurate and complete, and the Obligors have disclosed all material information in respect of such processes to the DIP Agent and the DIP Lenders; and

(x) no Default or Event of Default has occurred and is continuing.

25. **Affirmative Covenants:** In addition to all other covenants and obligations contained herein, each Obligor agrees and covenants to perform and do each of the following until the DIP Facility is fully repaid or assigned with the written consent of the Required DIP Lenders:

(a) submit to the Court the Second Amended and Restated Initial Order, and any other Court orders which are being sought by the Obligor in a form confirmed in advance to be satisfactory to the Required DIP Lenders subject to any amendments that are required by the Court or the Obligors that are acceptable to the Required DIP Lenders;

(b) comply with the provisions of all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(c) allow each of the DIP Agent, DIP Lenders and their respective employees, agents, advisors and representatives access to all collateral, information and documentation of the Obligors, to visit, inspect and conduct examinations of any of such collateral, information and documentation (including any books and records) and discuss its business operations, properties and financial and other conditions with its officers, employees and independent

public accountants, in each case, as may be reasonably requested by the DIP Agent or Required DIP Lenders, during normal business hours, in each case subject to applicable privacy laws and solicitor-client privilege;

(d) upon the reasonable request of the Required DIP Lenders, provide updates regarding the status of the CCAA Proceeding, including any information which may otherwise be confidential, subject to same being maintained as confidential by the DIP Lenders;

(e) preserve, renew, maintain and keep in full force its corporate existence and its Authorizations required in respect of the Business or any of the Collateral;

(f) keep the DIP Lenders apprised on a timely basis of all material developments with respect to the Business and affairs of the Obligors;

(g) conduct the Business and preserve, protect and maintain the Collateral in the ordinary course of Business;

(h) operate and maintain its respective properties and businesses in accordance with industry practice and in accordance with applicable law and all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(i) maintain in full force all policies and contracts of insurance that are now in effect (or renewals thereof) under which the Obligor, the Business or any of the Collateral is insured;

(j) except to the extent otherwise agreed by the Required DIP Lenders (acting reasonably), pay all applicable Priority Payables and all other amounts necessary to preserve the Collateral to avoid any Encumbrance thereon and to carry on the business of each Obligor;

(k) promptly notify the DIP Lenders of the occurrence of any Default or Event of Default or of any event or circumstance which could reasonably be expected to result in a material adverse change to the Approved Cash Flow Forecast;

(l) comply in all material respects with all applicable Laws, rules and regulations applicable to its business, including environmental laws;

(m) deliver to the DIP Agent the reporting and other information from time to time reasonably requested by the DIP Agent or the Required DIP Lenders, and any other information pertaining to the business and affairs of the Obligors as reasonably requested by the DIP Agent or any DIP Lender;

(n) use the proceeds of the DIP Facility in a manner consistent with the restrictions set out herein and in all cases in accordance with

the Approved Cash Flow Forecast (subject to Permitted Variances);

(o) duly and punctually pay or cause to be paid to the DIP Agent on behalf of the DIP Lenders all principal, interest, fees and other amounts payable by it under this Agreement on the dates, at the places and in the amounts set forth herein;

(p) authorize the Monitor to (i) meet and communicate with the DIP Agent and DIP Lenders and (ii) provide regular reports to the DIP Agent and DIP Lenders with respect to the DIP Facility and the CCAA Proceeding;

(q) comply at all times with the SISP Milestones;

(r) on or prior to 5:00 p.m. (Toronto time) on the Monday of every second calendar week beginning after the date of this Agreement (each, a "**Testing Period**"),the Obligors shall have delivered to the DIP Agent and DIP Lenders (x) an Updated Cash Flow Forecast that is satisfactory to the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) and (y) a Variance Report;

(s) the Obligors shall have delivered to the DIP Lenders a business plan that is in form and substance satisfactory to the Required DIP Lenders by no later than the date that is three (3) months after the issuance of the Initial Order; and

(t) On or prior to June 5, 2026 (or such later date as may be agreed to by the Borrowers and the Required DIP Lenders), the Obligors shall have entered into a key employee retention plan and/or a key employee incentive plan in form and substance acceptable to the Required DIP Lenders.

(u) at all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers in coverage and scope acceptable to the Required DIP Lenders, acting reasonably, and, if requested by the Required DIP Lenders, cause the DIP Agent to be listed as the loss payee or additional insured (as applicable) on such insurance policies and notify the DIP Lenders of any claims or losses exceeding $1,000,000. The Approved Cash Flow Forecast shall permit funding sufficient to pay the premiums in respect of such insurance;

(v) provide the DIP Agent, the DIP Lenders and their counsel with draft copies of, and the opportunity to comment on, all motions, applications, proposed Court orders and other materials or documents that the Obligors intend to file in the CCAA Proceeding at least five (5) Business Days prior to any such filing or, where it is not practically possible to do so within such time, as soon as possible prior to the date on which such motion, application,

proposed Court order or other material or document is served on the service list in respect of the CCAA Proceeding;

(w) promptly provide notice to the DIP Agent, the DIP Lenders and their counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory authority having jurisdiction over any Obligor, subject to any disclosure restrictions contained in any Court order or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process;

(x) promptly upon becoming aware thereof, provide details of any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Obligor by or before any court, tribunal, Governmental Authority or regulatory body, which would be reasonably likely to result, individually or in the aggregate, in a judgment in excess of $1,000,000;

(y) take all commercially reasonable actions necessary or available to defend the Court orders from any appeal, reversal, modification, amendment, stay or vacating not expressly consented to in writing in advance by the Required DIP Lenders relating to the DIP Facility or the DIP Charge;

(z) continue business operations in the ordinary course ensuring full utilization of the shipping window, including (i) ensuring fuel and other necessary products for operations are secured for continued operations and (ii) shipping out all ready-to-ship product for sale; and the Borrowers will not materially change employee head count or staffing requirements except as may be needed to optimize cost structure and operations subject to the Approved Cash Flow Forecast and the prior written consent of the Required DIP Lenders;

(aa) maintain and take all action to ensure all material licences and permits required for the foreseeable operation of its business that may be required will be acquired, procured, or otherwise obtained and remain in full force and effect; the Borrowers shall defend each against revocation or amendment thereof; and the Borrowers, upon request of the Required DIP Lenders, will take all action as may be needed to obtain and preserve the permit to allow for the transportation of up to 6 million tonnes per annum of ore;

(bb) maintain in good repair, working order and condition all material properties and assets used or useful in the business of the Borrowers and make all such appropriate repairs thereto;

(cc) take all commercially reasonable efforts to disclaim all contracts that are not within the Approved Cash Flow Forecast;

(dd) act diligently and in good faith in the pursuit of the CCAA Proceeding;

(ee) establish a risk management program for all business variables that can reasonably affect business operations in consultation with the Required DIP Lenders, and the DIP Lenders shall have a right of first refusal on any Hedging Obligations; and

(ff) execute and deliver such loan and security documentation as may be reasonably requested by the DIP Agent or the Required DIP Lenders from time to time;

(gg) provide the DIP Agent and DIP Lenders and their advisors from time to time, on a confidential basis, with such information regarding the progress of the Obligors' pursuit of a Restructuring Transaction and the Steensby Expansion as may be reasonably requested by the Required DIP Lenders, subject to any disclosure restrictions contained in any Court order, or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process; and

(hh) promptly pay all DIP Lender Expenses no less frequently than every two weeks, provided that the DIP Lenders shall use commercially reasonable efforts to provide reasonable estimates of such expenses for purposes of the Approved Cash Flow Forecast.

26. **Negative Covenants:** Each Obligor covenants and agrees not to do the following, other than with the prior written consent of the Required DIP Lenders from and after the date hereof:

(a) make any payment of principal or interest in respect of Indebtedness other than with respect to the DIP Obligations or otherwise provided herein or declare or pay any dividends or make any other distribution, in each case, except as expressly provided for in the Approved Cash Flow Forecast;

(b) except as set forth in any Court order that is acceptable to the Required DIP Lenders, incur or permit to exist any Indebtedness (including, without limitation, any capital lease obligation, equipment lease or financing lease obligation), or provide or seek or support a motion by another party to provide such Indebtedness;

(c) except as set forth in any Court order that is acceptable to the Required DIP Lenders, create, permit to exist any Encumbrance, or provide or seek or support a motion by another party to provide an Encumbrance, upon any Collateral;

(d) create or permit to exist any Liens on any of its properties or assets other than the Permitted Liens;

(e) make any payments or use any monies (including, without limitation, proceeds of the DIP Facility) outside of the ordinary course of Business, unless provided for in the Approved Cash Flow Forecast (subject to Permitted Variances);

(f) make any investments in, acquisitions of or loans to or guarantee the Indebtedness or obligations of any other Person, entity or assets, except as expressly provided for in the Approved Cash Flow Forecast;

(g) enter into or continue performance under any transaction with any affiliate or any of its or its affiliates' respective direct or indirect equity holders, senior officers, directors, managers or employees, except in the ordinary course of business for a bona fide business purpose and not for any other purpose, except as expressly provided for in Approved Cash Flow Forecast

(h) enter into or continue performance under any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type;

(i) notwithstanding anything in the Initial Cash Flow Forecast or any Approved Cash Flow Forecast, make any type of payment, or otherwise satisfy any claim, to any direct or indirect shareholder of the Borrowers arising under or related to any royalty agreement;

(j) make any type of payment, or otherwise satisfy any claim, purported claim, liability, or other obligation, including without limitation of any pre-CCAA filing claim, that is not expressly provided for by the Approved Cash Flow Forecast (subject to Permitted Variances);

(k) change its jurisdiction of incorporation or registered office;

(l) change its name, fiscal year end or accounting policies or amend its organizational documents;

(m) cease to carry on the Business as currently being conducted or materially change its operations or business practices;

(n) sell, assign, lease, convey or otherwise dispose of or transfer any of its property, assets or undertakings, except as may be approved by the Court with the prior written consent of the Required DIP Lenders;

(o) except as otherwise contemplated in any Court order and approved by the Required DIP Lenders or as expressly contemplated by the Approved Cash Flow Forecast, establish or make any retention or bonus payments, increase compensation or severance entitlements or other benefits payable to directors,

senior officers or senior management, or pay any bonuses whatsoever;

(p) enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against the Obligor;

(q) enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other similar transaction or series of transactions, allow any change of control to occur, or create or acquire any new subsidiary or become a general partner in any partnership;

(r) amend, supplement, revoke, terminate or discharge or seek to amend, supplement, revoke, terminate or discharge, the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, except to amend and restate the Initial Order as may be permitted by this Agreement;

(s) apply for or consent to, any Court order, or amendment or modification to an existing Court order which adversely affects or could reasonably be expected to adversely affect the DIP Agent or the DIP Lenders;

(t) file or support the confirmation of any plan of arrangement or liquidation, in each case, that treats the DIP Obligations as "affected" without the consent of the Required DIP Lenders;

(u) (i) enter into any material transaction or material agreements or (ii) amend or modify any existing agreements or transaction terms, in each case, including royalty agreements, Alternative Offtake and Service Agreements, or similar agreements, without the consent of the Required DIP Lenders;

(v) satisfy the delivery or other performance obligations and/or payment obligations under its contracts with Glencore plc or any of its affiliates, including, without limitation, any obligations to process or deliver iron ore;

(w) take (or omit to take) any action to the extent such action could reasonably be expected to materially impair or otherwise adversely affect the ability of the Obligors to utilize any net operating losses, tax credit carry-forwards, built-in losses, basis, deductions or other tax attributes or benefit, in each case, without the prior written consent of the Required DIP Lenders;

(x) issue any Equity Securities, create any new class of Equity Securities, amend any terms of its existing Equity Securities, or consent to or take any steps in furtherance of the exercise of any conversion right under any Equity Securities issued by it, other than in connection with a Restructuring Transaction approved pursuant to a Court order;

(y) seek, obtain, support, make or permit to be made any Court order or any change, amendment or modification to any Court order that would materially affect the rights or protections of the DIP Agent or the DIP Lenders under or in connection with the DIP Facility or the DIP Charge, except with the prior written consent of the Required DIP Lenders, in their sole discretion;

(z) seek or consent to the lifting of the stay of proceedings in the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, as applicable, in favour of the Borrowers, or seek or consent to the appointment of a receiver or trustee in bankruptcy or any similar official in any jurisdiction;

(aa) make any changes to the composition of the board of directors of the Borrowers (including the addition, removal or replacement of directors, other than a resignation by a director), other than pursuant to a Court order and with the Required DIP Lenders' approval (in their sole discretion);

(bb) negotiate or enter into any other interim financing facility; or

(cc) pay any professional or advisory fees (including any legal fees or expenses) of any other Person (other than the Borrowers, the DIP Agent, the DIP Lenders and the Monitor) that are not provided for in the Approved Cash Flow Forecast, except pursuant to the terms of a binding support agreement with such Person with respect to a Restructuring Transaction that is acceptable to the Required DIP Lenders, or as may otherwise be agreed to by the Required DIP Lenders and the Borrowers (in consultation with the Monitor).

27. **Sales and Investment Solicitation Process; Expansion:** Unless otherwise agreed by the Supermajority DIP Lenders, the Borrowers and the DIP Lenders agree that the Borrowers (in consultation with the Monitor and the DIP Lenders) shall pursue a sales and investment solicitation process in form and substance acceptable to the Borrowers and the Supermajority DIP Lenders (the "**SISP**") approved pursuant to a Court order in respect of potential Restructuring Transactions and any such SISP shall include the following milestones (collectively, the "**SISP Milestones**"):

(a) the deadline for the commencement of the SISP will be no later than 3 months after the issuance of the Second Amended and Restated Initial Order;

(b) the deadline for the receipt of first round bids in connection with the SISP will be no later than 6 months after the issuance of the Second Amended and Restated Initial Order;

(c) the Borrowers shall complete all site visits for bidders prior to October 31, 2026; and

(d) the final deadline for the closing of a transaction resulting from the SISP will be no later than 12 months after the commencement of the SISP,

provided that the Borrowers may extend each of the foregoing dates in accordance with the Court order approving the SISP, which Court order shall be in form and substance acceptable to the Supermajority DIP Lenders; provided further however that nothing herein shall prohibit the pursuit of a Restructuring Transaction pursuant to a Court approved plan at any time. For the avoidance of doubt, any DIP Lender or the DIP Agent may participate as a bidder in connection with any SISP in respect of potential Restructuring Transactions or Alternative Offtake and Service Agreements.

28. **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) any Court order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacating, amendment or restatement which (i) stays, reverses, vacates or otherwise modifies this Agreement or (ii) adversely affects or would reasonably be expected to adversely affect the interest of the DIP Agent or DIP Lenders in a material manner, unless the DIP Agent or Required DIP Lenders, as applicable, have given their prior written consent thereto, including the issuance of a Court order:

(i) appointing a receiver and manager, receiver, interim receiver or similar official in respect of an Obligor;

(ii) terminating, lifting or amending the stay imposed within the CCAA Proceeding in a manner which, in the opinion of the Required DIP Lenders, acting reasonably, is materially prejudicial to the DIP Lenders;

(iii) granting any other claim or Encumbrance of equal or priority status to that of the DIP Charge, other than the Priority Charges or the Priority Payables; or

(iv) prejudicially affecting the DIP Agent, DIP Lenders or the Collateral;

(b) failure of an Obligor to diligently oppose any party that brings an application or motion for any of the relief set out in subsection 27(a) above and/or the failure to secure the dismissal of such motion or application within 30 days from the date that such application or motion is brought (provided no affirmative Court order is issued on such motion or application during such period);

(c) the CCAA Proceeding is terminated or converted to bankruptcy proceedings;

(d) failure of the Borrowers to pay (i) principal, interest or other amounts when due pursuant to this Agreement or any other document entered into in connection herewith, or (ii) any reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders or the Fronting Lender within two (2) Business Days of being invoiced therefor, and such failure, in the

case of each of items (i) and (ii), remains unremedied for more than two (2) Business Days;

(e) any Obligor ceases to carry on or maintain the Business or its assets in the ordinary course of the Business in compliance with the covenants contained in this Agreement, except where such cessation is otherwise consented to in advance in writing by the Required DIP Lenders;

(f) any representation or warranty made or given hereunder by any Obligor shall be incorrect or misleading in any material respect when made;

(g) any material violation or breach of any court order by an Obligor;

(h) failure of an Obligor to (x) perform or comply with any term or covenant of this Agreement and such failure shall continue uncured for more than five (5) Business Days after the earlier to occur of (i) any one or more of the Obligors having knowledge of such Event of Default or (ii) written notice of such Event of Default from the DIP Agent to the Borrowers, in either case, at the direction of the Required DIP Lenders to the Borrowers or (y) achieve the SISP milestones in accordance with section 26;

(i) any proceeding, motion or application is commenced or filed by the Obligors, or if commenced by another party, supported or otherwise consented to by the Obligors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facility, the DIP Lenders' Charge, or this Agreement;

(j) an Obligor makes any payments of any kind not permitted by this Agreement, the Approved Cash Flow Forecast (subject to Permitted Variances) or any order of the Court or any failure to remain in compliance with the Approved Cash Flow Forecast, subject to Permitted Variances;

(k) any plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the Required DIP Lenders if such plan does not either provide for the repayment of the obligations under the DIP Facility in full by the Maturity Date, or designate the DIP Lenders as unaffected by such plan;

(l) any Obligor shall file a motion seeking, or take any action supporting a motion seeking, or the Court shall issue, an order, authorizing the sale or liquidation its assets unless, in each case, either (i) the Required DIP Lenders consent to the filing of such motion, , or (ii) the Court order approving such sale or liquidation contemplates payment in full in cash of all the DIP Obligations;

(m) any event or occurrence that materially adversely affects the Obligors, their business or their assets, in each case taken as a whole, as determined by the Required DIP Lenders in their sole discretion;

(n) a default (other than a default resulting from the insolvency of the Borrowers or the commencement of the CCAA Proceeding by the Borrowers, including, for greater certainty, as a result of failure to pay pre-filing amounts as a result of the commencement of the CCAA Proceeding) under any Material Contract, or any material amendment of any Material Contract unless agreed to by the Required DIP Lenders in writing;

(o) any change of control of any one or more of the Obligors without the consent of the Required DIP Lenders;

(p) any Authorization issued to any Obligor is terminated, revoked, or suspended and such termination, revocation, or suspension has or could reasonably be expected to have a material adverse on the operations, financial condition, and/or future prospects of the Obligors taken as a whole;

(q) any Obligor does not comply with any term or condition of the SISP, including without limitation not satisfying any milestone action required to be completed in the SISP by the date on which such milestone action item is required to be completed under the SISP and remaining in compliance with such action item thereafter, as applicable;

(r) the priority of the Liens as contemplated hereby created pursuant to or under the DIP Security in favor of the DIP Agent for the benefit of the DIP Lenders is varied without the consent of the DIP Agent at the direction of the DIP Lenders or any of such Liens does not have the priority required hereunder for any reason in any jurisdiction;

(s) any Obligor commences an action or any other proceeding in any proceeding or in any other court (i) to obtain any form of relief against the DIP Agent or DIP Lenders (or any one or more of them) including without limitation a proceeding to recover damages from the DIP Agent or the DIP Lenders or to obtain payment of any amounts purported to be owing by the DIP Agent or the DIP Lenders (or any one or more of them) to any Obligor if the DIP Agent or the DIP Lenders (or any one or more of them) disputes any of the same or (ii) to challenge in any way the enforceability of this Agreement or any document entered in connection herewith or the Liens granted under or pursuant to the DIP Security;

(t) any Obligor seeks, or consents to, any amendment of the SISP without the prior written consent of the DIP Agent at the direction of the Supermajority DIP Lenders;

(u) the expiry without further extension of the stay of proceedings in the CCAA Proceeding;

(v) the denial or purported repudiation by any Obligor of the legality, validity, binding nature, or enforceability of this Agreement or any document entered into in connection herewith, or any Obligor

commencing any action or proceeding in any proceeding for a declaration or order to such effect;

(w) this Agreement or any other document entered into in connection herewith (and for certainty including without limitation the DIP Security) ceases to be enforceable;

(x) except as stayed by order of the Court, the entry of one or more final judgements, writs of execution, garnishments or attachments representing a claim or claims in excess of $100,000 or the equivalent amount thereof in any other currency, in the aggregate, against any Obligor or the property and assets of any Obligor which are subject to the Liens in favor of the DIP Agent for the benefit of the DIP Lenders that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after its or their entry, commencement or levy;

(y) any Obligor shall enter into or become liable under any other debtor-in-possession financing facility;

(z) any Obligor shall incorporate, create, or organize any new subsidiaries after the date of this Agreement; or

(aa) (i) any changes by any Obligor to the composition of its board of directors or (ii) any Obligor retains or appoints a chief restructuring officer or Person in a similar role , in each case without the prior consent of the Required DIP Lenders or a Court order.

(bb) (i) a Variance Report or Updated Cash Flow Forecast is not delivered within two (2) Business Days of the day on which such Variance Report or Updated Cash Flow Forecast is required to be delivered pursuant to this Agreement, or (ii) there shall exist a cumulative negative variance in excess of the Permitted Variance for the period from the date of the Initial Order to the last day of the applicable testing period, measured relative to the Approved Cash Flow Forecast then in effect; or

(cc) any Court order is issued pointing a chief restructuring advisor or similar role, or expending the role of the Monitor, in each case, without the consent of the Required DIP Lenders.

29. **Remedies:** Upon the occurrence and continuance of an Event of Default, the DIP Agent (acting at the direction of the Required DIP Lenders) or the Required DIP Lenders may elect on prior written notice to the Borrowers and the Monitor to:

(a) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility (including the Commitment/Funding Fee) and declare such amounts to be immediately due and payable;

(b) terminate the DIP Facility;

(c) apply for a Court order, on terms satisfactory to the Monitor and the Required DIP Lenders, providing the Monitor with the power,

in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral, including applying to the Court for the appointment of a receiver, interim receiver or receiver and manager over the Borrowers or all or certain of their Collateral, or for the appointment of a trustee in bankruptcy in respect of the Borrowers;

(d) exercise the powers and rights of a secured party; and

(e) exercise all such other rights and remedies available to the DIP Lenders hereunder, or pursuant to the Initial Order or otherwise in accordance with applicable Law.

The DIP Agent (acting at the direction of the Required DIP Lenders) may use (for certainty, on the instructions of the Required DIP Lenders in accordance with the definition thereof and section 33) any or all of the DIP Obligations as a credit bid and/or to pay for some or all of the purchase price (including any deposit payable in connection with such transaction) in connection with (a) any purchase of some or all of the properties and assets of the Borrowers and the Guarantors (or any one or more of them), (b) any Restructuring Transaction agreed to by the Borrowers (in consultation with the Monitor) and the Required DIP Lenders, in each case subject to any Court order and such reasonable terms and conditions as may be required in the opinion of the Borrowers (in consultation with the Monitor), each acting reasonably, to protect the Borrowers' restructuring process.

30. **Taxes:** All payments by an Obligor under this Agreement, including any payments required to be made from and after the exercise of any remedies available to the DIP Agent and/or the DIP Lenders upon the occurrence and continuance of an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future Taxes; provided, however, that if any Taxes are required by applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP Lenders under this Agreement, the amounts so payable to the DIP Lenders shall be increased to the extent necessary to yield to the DIP Lenders on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Obligors shall provide evidence satisfactory to the Required DIP Lenders that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to the DIP Lenders to account for any Withholding Taxes, the DIP Lenders shall reasonably cooperate with the Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such Withholding Tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by the DIP Lenders to the Borrowers promptly. If reasonably requested by the Borrowers, the DIP Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the DIP Lenders shall cooperate with the Borrowers and

assist the Borrowers to minimize the amount of Withholding Tax required, in each case at the Borrowers' sole expense.

31. **Termination by Borrowers** The Borrowers shall be entitled to terminate this Agreement upon notice to the DIP Lenders at any time following the indefeasible payment in full in immediately available funds of all of the outstanding DIP Obligations. Effective immediately upon such termination, all obligations of the Borrowers and the DIP Lenders under this Agreement shall cease, except for those obligations that explicitly survive termination. For greater certainty, all outstanding DIP Obligations in respect of all Advances funded prior to such termination shall become immediately due and payable concurrently with such termination and the DIP Lenders shall not be required to make any further extensions of credit under this Agreement.

32. **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the Required DIP Lenders may reasonably request for the purpose of giving effect to this Agreement.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Agreement and any other documents entered into in connection herewith, this Agreement shall prevail.

34. **Amendments and Waivers:** No waiver or delay on the part of the DIP Lenders in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

All consents, waivers or amendments to or in connection with this Agreement and the DIP Facility and the transactions contemplated hereby or thereby must be in writing and if approved in writing by the DIP Agent at the direction of the Required DIP Lenders shall be binding on all of the DIP Lenders including those Lenders which did not execute any such consent, waiver or amendment; and any matters, documents or other things required to be acceptable or satisfactory to the DIP Lenders are and shall be deemed to be acceptable and satisfactory to all the DIP Lenders if acceptable or satisfactory to the DIP Agent at the direction of the Required DIP Lenders; provided that and for certainty, no consent, waiver or amendment shall be binding on the DIP Lenders unless each of the DIP Lenders executes a consent, waiver or amendment for any of the following matters: (a) increase the amount of any Lender's DIP Facility commitment amount; (b) change to the Maturity Date; (c) postpone or delay the date for payment of any principal, interest or other DIP Obligations; (d) reduce the principal amount owing by the Borrowers or the rate of interest or any other fees applicable to amounts owing or to

become owing hereunder or under the other documents in connection herewith; (e) change the pro rata commitments of any of the DIP Lenders in connection with the DIP Facility; (f) amend this section 33, the definition of "Required DIP Lenders", the definition of "Supermajority DIP Lenders" or any provision providing for consent or other action by all or any specific percentage or portion of the DIP Lenders; (g) discharge any Obligor from its payment obligations under hereunder or under any other document in connection herewith or release any DIP Security except as may be expressly provided for in this Agreement; or (h) amend the terms and conditions of the application of proceeds of any repayments or the sharing of payments; provided further that any consent, amendment, waiver or other modification with respect to this Agreement that would adversely and disproportionately modify the rights of any DIP Lender (in its capacity as such) under the DIP Facility compared to other DIP Lenders shall require the prior written consent of each such affected DIP Lender. Notwithstanding anything to the contrary contained herein, any consent, amendment, waiver or other modification that subordinates, or has the direct or indirect effect of subordinating, (x) any DIP Obligations in right of payment to any other Indebtedness for borrowed money or (y) any Liens securing the DIP Obligations to any Liens securing any other Indebtedness for borrowed money, in each case, shall require the prior written consent of the Supermajority DIP Lenders.

In addition, the Required DIP Lenders shall consult all other DIP Lenders in connection with any consent, waiver, amendment or other modification requiring the consent of the Required DIP Lenders.

35. **Severability:** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

36. **No Third Party Beneficiary:** No Person, other than the Obligors and the DIP Lenders are entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

37. **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

38. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include provisions pursuant to which DIP Lenders may assign DIP Loans and/or sell participations in DIP Loans. Any DIP Lender may assign its rights and obligations under the DIP

Facility, in whole or in part, to any Person acceptable to such DIP Lender, in its sole and absolute discretion.

39. **Notices:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person as set forth below:

in the case of a notice to the Obligors at:

c/o Baffinland Iron Mines Corporation
360 Oakville Place Dr., Suite 300
Oakville, Ontario L6H 6K8

Attention: Mark O'Brien
Email: mark.obrien@baffinland.com

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.
Toronto, ON M5V 3J7
Attention: Natalie Renner and Rob Nicholls
Email: nrenner@dwpv.com and rnicholls@dwpv.com

in the case of a notice to the DIP Agent at:

■

Attention: ■
Email: ■

in the case of a notice to the DIP Lenders at the notice information set forth in Schedule A, with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

Attention: Brian S. Hermann; Brian Bolin; Joseph Graham
Email: bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com

and

Stikeman Elliott LLP
199 Bay St. #5300
Toronto, ON M5L 1B9

Attention: Maria Konyukhova; Logan Copen

Email: mkonyukhova@stikeman.com; lcopen@stikeman.com

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10022

Attention: Ira Dizengoff; Meredith Lahaie; Lucas Charleston
Email: idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com

and

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
Toronto, Ontario
M5H 0B4

Attention: Ryan Jacobs and Michael Wunder
Email: rjacobs@cassels.com and mwunder@cassels.com

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenberg@fticonsulting.com

With a copy to, which shall not constitute notice:

Osler, Hoskin & Harcourt LLP
First Canadian Place, 100 King St. W. #6200
Toronto, ON M5H 1H1

Attention: Marc Wasserman and Michael De Lellis
Email: mwasserman@osler.com and mdelellis@osler.com

Any notice delivered or transmitted to a Person as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

In the event that any amount required to be paid hereunder is due on a day which is not a Business Day, such amount shall be paid on the next following Business Day with applicable interest adjustments.

40. **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

41. **Definitions:** For the purposes of this Agreement, unless context otherwise requires, the following terms have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

"**Advance**" has the meaning given to that term in section 8;

"**Advance Notice**" has the meaning given to that term in section 8;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

"**Amended and Restated Initial Order**" means the order of the Court entered on May 25, 2026;

"**Alternative Offtake and Service Agreements**" means offtake, service or other agreements in respect of the business of the Borrowers;

"**Approved Cash Flow Forecast**" has the meaning given to that term in section 14;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Collateral or the Business;

"**Benefits Agreement**" means the impact benefits agreement between BIM Corp. and the Qikiqtani Inuit Association dated September 6, 2013, as amended on October 22, 2018, and as may be further amended, supplemented or amended and restated from time to time;

"**Borrowers**" has the meaning given to that term in the recitals;

"**Borrowers' Account**" has the meaning given to that term in section 19;

"**Business**" means the business of iron ore mining at the Mary River Mine on Baffin Island in Nunavut, Canada;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all now-owned and hereafter-acquired assets and property of the Obligors, real and personal, tangible or intangible and all

proceeds therefrom, including the Borrowers' Account and all assets used in the Business;

"**Commodity Agreement**" means, with respect to any Person, any commodity future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Commitment/Funding Fee**" has the meaning given to that term in section 12;

"**Court**" has the meaning given to that term in the recitals;

"**Currency Agreement**" means, with respect to any Person, any foreign exchange future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Default**" means the occurrence or existence of any event, fact or circumstances, that with the giving of notice, passage of time, or both, would constitute an Event of Default;

"**Default Rate**" has the meaning given to that term in section 12;

"**DIP Agent**" has the meaning given to that term in section 6;

"**DIP Charge**" has the meaning given to that term in section 17;

"**DIP Facility**" has the meaning given to that term in section 7;

"**DIP Lenders**" has the meaning given to that term in section 6;

"**DIP Lender Expenses**" has the meaning given to that term in section 13;

"**DIP Obligations**" has the meaning given to that term in section 17;

"**DIP Security**" means the DIP Charge and any and all security documents granted by the Obligors providing for a security interest in the Collateral and related personal property security registrations made in favour of the DIP Agent, for the benefit of the DIP Lenders, in connection with such security interest together with such confirmations, financing statements, renewals, amendments, discharges, insurance endorsements, opinions or other documents as may be reasonably requested by the Required DIP Lenders as security for the DIP Obligations;

"**EDC**" means Export Development Canada;

"**EDC Credit Agreement**" means that certain credit agreement dated as of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto and EDC, as lender;

"**Encumbrances**" means any hypothec, encumbrance, lien, charge, pledge, deposit arrangement, mortgage, title retention agreement, trust, deemed trust, security interest of any nature, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of

registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege, or any other arrangement or condition that in substance or effect secures payment or performance of an obligation, or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in section 27;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement;

"**Holder AHG**" means an ad hoc group of Holders providing DIP Loans hereunder.

"**Holders**" means holders of the notes under the Indenture.

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all letters of credit, letters of guarantee and similar instruments, notes or other similar instruments, (c) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, (d) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, (e) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, and (f) all obligations of such Person to otherwise assure a creditor against loss (for certainty, Hedging Obligations incurred by an Obligor in the ordinary course shall not be considered Indebtedness for purposes of this Agreement);

"**Indemnified Persons**" has the meaning given to that term in section 22;

"**Indenture**" means that certain Senior Secured Notes Indenture, dated as of June 27, 2018 (as amended, amended and restated or otherwise modified from time to time prior to the date of this Agreement), by and among the Borrowers, as issuers and the Indenture Agent;

"**Indenture Agent**" means Wilmington Trust, National Association, as trustee and collateral;

"**Initial Advance**" has the meaning given to that term in section 8;

"**Initial Advance Conditions**" has the meaning given to that term in section 15;

"**Initial Order**" means the order of the Court entered on May 15, 2026;

"**Interest Payment Date**" has the meaning given to that term in section 14;

"**Interest Period**" has the meaning given to that term in section 12;

"**Interest Rate Agreement**" means, with respect to any Person, any interest rate future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Interest Rate**" has the meaning given to that term in section 12;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local or foreign, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in section 7;

"**Maturity Date**" has the meaning given to that term in section 20;

"**Stated Maturity Date**" has the meaning given to that term in section 20;

"**Monitor**" means FTI Consulting Canada Inc., as the court-appointed monitor of the Borrowers and Nunavut Iron Ore Mines, Inc.;

"**Obligors**" has the meaning given to that term in section 5;

"**Permitted Liens**" means (i) the Permitted Priority Liens; (ii) the DIP Charge; (iii) any charges created under the Initial Order or other Court order subsequent and subordinated in priority to the DIP Charge; (iv) Liens existing prior to the Filing Date; and (v) inchoate statutory Liens arising after the Filing Date in respect of any accounts payable arising after the Filing Date in the ordinary course of business;

"**Permitted Priority Liens**" means (i) the Priority Charges; (ii) any Lien in respect of amounts payable by the Borrowers for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by applicable Law and only to the extent that the priority of such amounts has not been subordinated to the DIP Charge granted by the Court; and (iii) such other Liens existing as of the Filing Date that have not been subordinated to the DIP Charge granted by the Court.

"**Permitted Variance**" means, for each Testing Period, (A) a negative variance of (i) more than 10.0% of projected receipts for such Testing Period; (ii) more than 10.0% of projected receipts for the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period; (iii) more than 10.0% of projected disbursements for such Testing Period; and (iv) more

than 10.0% of projected disbursements for the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period or (B) to the extent any Approved Cash Flow Forecast sets forth a permitted variance with respect to a specific line item, such variance as specified therein.

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee;

"**Priority Charges**" has the meaning given to that term in section 17;

"**Priority Payables**" means HST, all sales Tax and any amount payable or accrued by a Borrower which is secured by an Encumbrance which ranks or is capable of ranking prior to or *pari passu* with the Encumbrances created in connection with the DIP Charge (other than the Priority Charges) including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, construction trusts or construction liens, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the Encumbrances created in connection with the DIP Charge;

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;

"**Required DIP Lenders**" means, as of any time of determination, DIP Lenders holding more than 50% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time;

"**Royalty Agreements**" means, collectively, (i) the royalty agreement entered into among the Borrowers, 15877580 Canada Inc., ArcelorMittal Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc. dated March 25, 2024 and (ii) the royalty agreement entered into among the Borrowers, 16572367 Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc.;

"**Second Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the Required DIP Lenders and obtained on application made on notice to the service list in the CCAA Proceeding and to such Persons as the Required DIP Lenders and Obligors determine, acting reasonably, among other things, amending and restating the Amended and Restated Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;

"**Senior Agents**" means, collectively, Alter Domus (US) LLC, as administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, under the Senior Credit Agreement;

"**Senior Credit Agreement**" means that certain revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated May 27, 2025 and the sixth amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto, the Senior Lenders and the Senior Agents;

"**Senior Lenders**" means the lenders under the Senior Credit Agreement;

"**Senior Secured Notes**" means the senior secured notes issued under the Indenture;

"**SISP**" has the meaning given to that term in section 26;

"**SISP Milestones**" has the meaning given to that term in section 26;

"**Steensby Expansion**" has the meaning given to that term in section 23;

"**Subsequent Advance**" has the meaning given to that term in section 8;

"**Supermajority DIP Lender Budget Consent Right**" has the meaning given to that term in section 14;

"**Supermajority DIP Lenders**" means, as of any time of determination, DIP Lenders holding not less than 66.67% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time; provided that, at all times, "Supermajority DIP Lenders" must include at least three (3) DIP Lenders, which DIP Lenders are not affiliates of each other.

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums and assessments imposed by any Governmental Authority, including all interest, penalties, fines or additions to tax imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"**Updated Cash Flow**" has the meaning given to that term in section 14;

"**Variance Report**" means a report with calculations in form and substance satisfactory to the Required DIP Lenders and the Monitor acting reasonably setting forth for all Obligors (i) actual receipts and disbursements for the preceding two-week period (each such period, a Testing Period) for each line item in the Approved Cash Flow Forecast for such previous two-week period, and (ii) actual receipts and disbursements on a cumulative basis since the beginning of the period covered by the

then operative Approved Cash Flow Forecast, in each case as against the then operative Approved Cash Flow Forecast, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof in the then operative Approved Cash Flow Forecast. Each Variance Report shall include reasonably detailed explanations for any variances for either receipts or disbursements, in each case exceeding five percent (5%) of the Approved Cash Flow Forecast for each line item in the Approved Cash Flow Forecast and all items on a cumulative basis during the relevant period; and

"**Withholding Taxes**" has the meaning given to that term in section 29.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

BRIGADE CAPITAL MANAGEMENT, LP, AS INVESTMENT ADVISOR TO ITS VARIOUS FUNDS AND ACCOUNTS

by _____

Patrick Criscillo

Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

POLEN CAPITAL CREDIT, LLC, on behalf of certain funds and accounts it manages and/or advises

by

Name: Elizabeth Duggan

Title: Authorized Signatory

Docusign Envelope ID: 98929221-54FF-8C00-8003-57715E7A67AD

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

CITADEL ADVISORS LLC ON BEHALF OF ONE OF MORE FUNDS FOR WHICH IT IS MANAGER OR PORTFOLIO MANAGER

Signed by:

By: Jonny Cheatle
49389E34A3604AB...

Jonny Cheatle

Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

HARTREE PARTNERS, LP
BY ITS GENERAL PARTNER,
HARTREE PARTNERS GP, LLC

By _____

OPPS XII BLIM Holdings, L.P.

By: Oaktree Fund GP IIA, LLC

Its: General Partner

By: Oaktree Fund GP II, L.P.

Its: Managing Member

By: David Nicoll _____

Name: David Nicoll
Title: Authorized Signatory

By: Ross Rosenfelt _____

Name: Ross Rosenfelt
Title: Authorized Signatory

Docusign Envelope ID: 27BE7D65-BF5F-89C3-83A1-5124BACCEBC0

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

HARTREE PARTNERS, LP
BY ITS GENERAL PARTNER,
HARTREE PARTNERS GP, LLC

By

OPPS XII BLIM Holdings, L.P.

By: Oaktree Fund GP IIA, LLC

Its: General Partner

By: Oaktree Fund GP II, L.P.

Its: Managing Member

By:_____

By:_____

SCHEDULE A

DIP FACILITY COMMITMENTS

DIP Lender	**DIP Commitment**	**Notice Information**
Brigade Capital Management, LP	$22,000,000	
Citadel Advisors LLC	$8,000,000	
Polen Capital Credit, LLC	$45,000,000	
Opps XII BLIM Holdings, L.P.	$180,000,000	Oaktree Capital Management 555 South Flor Street, 36th Floor Los Angeles, CA 90071 Attention: David Nicoll Email: dnicoll@oaktreecapital.com
Hartree Partners, LP	$45,000,000	Hartree Partners, LP 1185 Avenue of the Americas, New York, NY 10036 Attention: Scott Potolsky Email: HMFI-notices@hartreepartners.com CC: legalNY@hartreepartners.com
Total……	$300,000,000	

SCHEDULE B

APPROVED CASH FLOW FORECAST

NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION and 12334992 CANADA INC.

Illustrative Consolidated Cash Flow Projections

($USD in millions)		*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*
Forecast Week Ending	**Note**	**Jun 5**	**Jun 12**	**Jun 19**	**Jun 26**	**Jul 3**	**Jul 10**	**Jul 17**	**Jul 24**	**Jul 31**	**Aug 7**	**Aug 14**	**Aug 21**	**Aug 28**	**Total**
Forecast Week	**[1]**	1	2	3	4	5	6	7	8	9	10	11	12	13	
Receipts															
Total Receipts		10.5	13.7	-	6.9	-	12.8	-	5.4	-	16.0	2.1	15.6	2.1	85.0
Total Commercial Payments		-	-	-	-	-	-	-	(1.9)	-	(3.2)	(3.2)	(3.2)	(3.2)	(14.5)
Total Receipts	**[2]**	**10.5**	**13.7**	**-**	**6.9**	**-**	**12.8**	**-**	**3.6**	**-**	**12.9**	**(1.1)**	**12.4**	**(1.1)**	**70.5**
Operating Disbursements															
Labour	**[3]**	(0.0)	(5.4)	(0.0)	(5.5)	(0.0)	(3.2)	(2.3)	(3.6)	(2.9)	(3.8)	(2.3)	(3.8)	(2.3)	(35.1)
Vendor Payments	**[4]**	(4.9)	(26.8)	(2.3)	(1.6)	(2.5)	(2.5)	(2.5)	(2.5)	(1.9)	(2.8)	(2.8)	(2.8)	(2.1)	(58.1)
Sealift Purchases	**[5]**	(0.5)	(5.1)	(5.1)	(11.9)	(4.6)	-	(21.8)	-	-	-	-	-	(21.8)	(70.9)
Equipment Leases		(0.0)	(0.2)	-	-	-	(0.6)	-	-	-	(0.2)	-	-	-	(1.0)
Sustaining Capital Costs	**[6]**	-	(4.7)	(4.7)	(4.7)	-	(0.9)	(0.9)	(0.9)	(0.9)	(0.6)	(0.6)	(0.6)	(0.6)	(20.0)
Total Operating & Sustaining Capital Costs		**(5.5)**	**(42.1)**	**(12.1)**	**(23.8)**	**(7.2)**	**(7.3)**	**(27.6)**	**(7.1)**	**(5.7)**	**(7.3)**	**(5.6)**	**(7.1)**	**(26.7)**	**(185.1)**
Overhead Costs	**[7]**	(1.3)	(0.7)	(0.8)	(0.7)	(0.5)	(0.6)	(0.5)	(0.3)	(1.4)	(0.8)	(0.4)	(0.5)	(0.4)	(8.9)
Exploration Costs	**[8]**	(0.8)	(0.8)	(0.8)	(0.8)	-	(1.1)	(1.1)	(1.1)	(1.1)	(0.9)	(0.9)	(0.9)	(0.9)	(11.4)
Steensby Project Costs	**[9]**	-	(2.8)	(2.8)	(3.5)	(1.8)	(1.8)	(1.8)	(1.8)	(2.5)	(2.3)	(2.3)	(2.3)	(11.6)	(37.4)
Other Costs	**[10]**	-	(4.0)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(2.4)	(0.5)	(0.5)	(0.5)	(11.4)
Net Cash Flow		**2.9**	**(36.8)**	**(17.1)**	**(22.3)**	**(10.0)**	**1.5**	**(31.5)**	**(7.3)**	**(11.3)**	**(0.9)**	**(10.8)**	**1.1**	**(41.3)**	**(183.7)**
Cash															
Beginning Balance (excl. Restricted Cash)		2.8	5.7	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	2.8
Net Cash Flow		2.9	(36.8)	(17.1)	(22.3)	(10.0)	1.5	(31.5)	(7.3)	(11.3)	(0.9)	(10.8)	1.1	(41.3)	(183.7)
Debt Advances (Repayments)	**[11]**	-	51.0	17.1	22.3	10.0	(1.5)	31.5	7.3	11.3	0.9	10.8	(1.1)	41.3	200.9
Ending Cash Balance		**5.7**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**

Nunavut Iron Ore, Inc., Baffinland Iron Mines Corporation and 12334992 Canada Inc. (collectively, the "Company")
Assumptions to the Cash Flow Forecast

The Company's cash flow forecast (the "Forecast") is presented in millions of United States dollars. Any estimates in Canadian dollars have been translated at a foreign exchange rate of 1.38:1.

In preparing this cash flow forecast, the Company has relied upon unaudited financial information and has not attempted to further verify the accuracy or completeness of such information. The Forecast includes assumptions described below with respect to the requirements and impact of a filing under the Companies' Creditors Arrangement Act. Since the Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Forecast period will vary from the Forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.

[1] **Purpose:** The purpose of the Forecast is to estimate the Company's liquidity requirements during the period May 30, 2026 to August 28, 2026 (the "**Forecast Period**").

[2] **Receipts**: Receipts from the Company's off-take financing partner are based on forecast invoice amounts under the 2026 off-take agreement. Off-take receipts are received throughout the year, while inventory buyback and shipping sales occur during July to October each year. The Company has hedged approximately half of its 2026 production. Commercial Payments relate to shipping and freight costs associated with delivering sales.

[3] **Labour**: Forecast based on planned production levels at Mary River Mine and management and overhead labour required to support same. The Company is current with all labour costs and related CRA payments.

[4] **Vendor Payments**: Disbursements to commercial vendors, freight suppliers, government entity payments and various other operating costs required to facilitate continued mine operations. Includes an estimated amount that may be required to be paid to critical vendors for pre-filing amounts. Also includes amounts owed to the Qikiqtani Inuit Association and related parties in accordance with the Benefits Agreement as of May 15, 2026.

[5] **Sealift Purchases**: Disbursements for consumables, freight, fuel and vendor pre-payment amounts required for shipment of goods to the Mary River Mine during the Sealift window.

[6] **Sustaining Capital Costs**: Capital costs necessary to support and maintain operations at the Mary River Mine.

[7] **Overhead Costs**: Payments for office general and administrative expenses, land lease payment to the QIA and insurance instalment payments.

[8] **Exploration**: Exploration costs are associated with location identification, discovery, and quantity and quality assessments of deposits in the Mary River Mine area.

[9] **Steensby Project Costs**: Costs to advance the Steensby project, as well as stripping costs for movement of surface material usable towards the Steensby Railway.

[10] **Other Costs**: Professional Fees, Interest costs, and costs to support LC issuance.

[11] **Liquidity:** The Company estimates it will require approximately $201 million of liquidity for the period May 30, 2026 to August 28, 2026 under the set of assumptions outlined above and included in the Forecast. The Forecast assumes, among other things, that (i) the company continues on a growth oriented mining plan and continues to incur associated stripping costs in order to achieve 22 Mtpa of iron ore production capacity by 2030, (ii) all major sealift items (fuel, parts, tires) continue to be cash purchased (and not brought to site on consignment), and (iii) major site services and related overheads remain unchanged. Note that the Forecast does not include amounts for interest, fees or other cost of capital considerations.

SCHEDULE C

LOAN GUARANTY

(a) Each Guarantor hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the DIP Agent for the ratable benefit of the DIP Lenders and the other secured parties (the "**Guaranty**") the full and prompt payment, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the DIP Obligations (collectively the "**Guaranteed Obligations**"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Guarantor, unconditionally and irrevocably, promises to pay such indebtedness to the DIP Agent and/or the DIP Lenders or the other secured parties, on demand, together with any and all expenses which may be incurred by the DIP Agent and the DIP Lenders in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with this Agreement.

(b) Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the DIP Agent or any DIP Lender to sue any Borrower, any other Guarantor or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any collateral securing all or any part of the Guaranteed Obligations. The DIP Agent may enforce this Loan Guaranty upon the occurrence and during the continuance of an Event of Default.

(c) No Discharge or Diminishment of Guaranty.

(i) Except as otherwise provided for herein, the obligations of each Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason, including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Obligated Party; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against any Obligated Party, the DIP Agent, any DIP Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a Guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the Borrowers or (ix) any payment made to the DIP Agent or any DIP Lender on the Guaranteed Obligations which any such DIP Agent or DIP Lender repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(ii) Except for termination of a Guarantor's obligations hereunder, the obligations of each Guarantor hereunder are not subject to any defense (other than defense of payment resulting in a payment in full in cash of the Guaranteed Obligations)

or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(iii) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the DIP Agent or any DIP Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other Guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the DIP Agent or any DIP Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(d) Defenses Waived. To the fullest extent permitted by applicable law and except for termination of a Guarantor's obligations hereunder, each Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Guarantor or arising out of the disability of the Borrowers or any other Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Guarantor. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurrence of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right to require the DIP Agent or any DIP Lender to (i) proceed against any Borrower, any other Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other Guarantor or any other party or (iii) pursue any other remedy in any DIP Agent's or DIP Lenders' power whatsoever. The DIP Agent may, at its election, foreclose on any collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, and the DIP Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Guarantor under this Guaranty. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Obligated Party or any security.

(e) Authorization. The Guarantors authorize the DIP Agent and the DIP Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time, to:

(i) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(ii) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(iii) exercise or refrain from exercising any rights against any Obligor or others or otherwise act or refrain from acting;

(iv) release or substitute any one or more endorsers, Guarantors, or the Borrowers, or other obligors;

(v) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the DIP Agent or DIP Lenders;

(vi) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the DIP Agent or DIP Lenders regardless of what liability or liabilities of the Borrowers remain unpaid;

(vii) consent to or waive any breach of, or any act, omission or default under, this Agreement or any of the instruments or agreements referred to herein, or otherwise amend, modify or supplement this Agreement or any related documents or other such instruments or agreements; and/or

(viii) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Guarantors from their respective liabilities under this Loan Guaranty.

(f) Rights of Subrogation. Any indebtedness of the Borrowers now or hereafter owing to any Guarantor is hereby subordinated to the Obligations owing to the DIP Agent and the DIP Lenders; and if the DIP Agent so requests at a time when an Event of Default exists, all such indebtedness of the Borrowers to such Guarantor shall be collected, enforced and received by such Guarantor for the benefit of the DIP Agent and the DIP Lenders and be paid over to the DIP Agent on behalf of the DIP Lenders on account of the Guaranteed Obligations, but without affecting or impairing in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(g) Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the

Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Guarantors forthwith on demand by the DIP Agent.

(h) Liability Cumulative. The liability of each Guarantor under this Loan Guaranty is in addition to and shall be cumulative with all liabilities of such Guarantor to the DIP Agent and the DIP Lenders under this Agreement and any related documents to which such Guarantor is a party or in respect of any obligations or liabilities of the other Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

DIP FACILITY LOAN AGREEMENT

DATED AS OF May ■, 2026

WHEREAS Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, the "**Borrowers**") have requested the DIP ~~Lender~~Lenders (defined below) to provide funding in order to assist with proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") to be commenced before the Ontario Superior Court of Justice – Commercial List (the "**Court**") in accordance with the terms and conditions set out herein (the "**CCAA Proceeding**");

AND WHEREAS the DIP ~~Lender has~~Lenders have agreed to provide the DIP Facility (defined below) in accordance with the terms and conditions set out below.

NOW THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms:** A capitalized term not defined in the body of this Agreement has the meaning ascribed to it in the Definitions section below.

2. **Interpretation:** In this Agreement, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

   The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

   References in this Agreement to Sections or Schedules are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise.

3. **Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America.

4. **Borrowers:** Baffinland Iron Mines Corporation ("**BIM Corp**") and Baffinland Iron Mines LP ("**Baffin LP**" and, together with BIM Corp, the "**Borrowers**").

5. **Guarantors:** Means Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Guarantors**" and collectively with the Borrowers, the "**Obligors**").

6. **DIP ~~Lender~~Lenders:** The institutions described in Schedule A (on behalf of themselves and their affiliates and managed funds) hereby commit to provide the DIP Facility, on a several and not joint basis, in the respective amounts set forth adjacent to each such institution's name in Schedule A upon the terms and conditions set forth in this Agreement (collectively, the **"DIP Lenders**").

An institution acceptable to the Required DIP Lenders shall act as administrative agent and as collateral agent for the DIP Facility (in such capacities, the "**DIP Agent**").

An institution acceptable to the Required DIP Lenders shall act as fronting lender (the "**Fronting Lender**") pursuant to which the Fronting Lender shall fund each Advance on behalf of the DIP Lenders and subsequently assign such funded DIP Loans to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and the each of the DIP Lenders. The Fronting Lender shall be a "DIP Lender" for all purposes herein so long as the Fronting Lender holds commitments in respect of the DIP Facility or any DIP Loans.

~~■ (the "**DIP Lender**").~~ Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include the DIP Agent and the Fronting Lender as parties hereto and to, among other things, add customary agency provisions for the benefit of the DIP Agent and fronting lender provisions for the benefit of the Fronting Lender, in each case, that are acceptable to the Borrowers, the DIP Agent, the Required DIP Lenders and the Fronting Lender (solely with respect to the fronting lender provisions), in each case, acting reasonably.

7. **DIP Facility:** The DIP ~~Lender agrees~~Lenders agree to establish in favour of the Borrowers a debtor-in-possession ~~revolving credit~~delayed draw term loan facility (the "**DIP Facility**" and, the loans thereunder, the "**DIP Loans**") in the principal amount equal to ~~[~~$~~**300,000,000]**~~300 million (the "**Loan Amount**").

~~The DIP Facility is a revolving credit facility and, accordingly, amounts Advanced pursuant to Section 8 may be repaid and reborrowed by the Borrowers until the Maturity Date.~~

8. **DIP Advances:** An initial advance under the DIP Facility in the principal amount of $~~**[25,000,000]**~~50 million (the "**Initial Advance**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) ~~on~~within one (1) Business Day after the date of the entry of the Second Amended and Restated Initial Order (defined below), provided the Initial Advance Conditions are satisfied as of such date.

Subsequent advances under the DIP Facility (each, a "**Subsequent Advance**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) every other week (or as otherwise agreed by the Borrowers and the Required DIP Lenders), with each Subsequent Advance being in an amount no less than $20 million against the Approved Cash Flow Forecast, in each case subject to the satisfaction of the Subsequent Advance Conditions (as defined below). The sum of the Initial Advance and the Subsequent Advances shall not exceed the Loan Amount. The timing and amount of each Subsequent Advance shall be determined based on the funding needs of the Borrowers as set forth in the Approved Cash Flow

Forecast, and Subsequent Advances shall only be available and provided hereunder after the Borrowers have received the entirety of the Initial Advance.

Advances under the DIP Facility, other than the Initial Advance (each, an "**Advance**") require a written notice to be delivered to the DIP ~~Lender~~Agent and the DIP Lenders, at least ~~two~~three (3) Business Days prior to the requested date of the Advance, or such shorter period as may be agreed by the Required DIP ~~Lender~~Lenders in advance (each, an "**Advance Notice**"), which has been approved by the Monitor and executed by an officer of the Borrowers setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; and (c) certification that the representations and warranties contained herein are true and correct in all material respects as of such date.

~~The DIP Lender~~Each Advance, on behalf of and at the request of each of the DIP Lenders, shall be provided by and funded to the DIP Agent by the Fronting Lender and subsequently assigned to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each DIP Lender. The Fronting Lender shall deposit into the Borrowers' Account the amount requested by the Borrowers pursuant to the Advance Notice on the requested date of the Advance~~; provided that the conditions in section 16 are satisfied as of such date; other in in~~, net of all fees, costs and expenses to be paid in connection with such Advance pursuant to a funds direction to be delivered priori to the date of such Advance; provided that (x) with respect ~~of~~to the Initial Advance ~~which shall be deposited into the Borrowers' Account on the date of~~, the Initial ~~Order; provided the Initial~~ Advance Conditions are satisfied as of such date and (y) with respect to each Advance after the Initial Advance, the applicable conditions described in this section 8 and the applicable Subsequent Advance Conditions are satisfied as of such date.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used solely by the Borrowers in accordance with the Approved Cash Flow Forecast, which shall include provision for payment, in all respects subject to and to the extent included in the Approved Cash Flow Forecast, of (i) the fees of the Monitor and its counsel and counsel for the Borrowers, (ii) interest, fees (including the Commitment/Funding Fee) and other amounts owing to the DIP ~~Lender~~Lenders under this Agreement, (iii) pre and post-filing expenses payable ~~under~~to the DIP Lenders or their advisors under the Senior Credit Agreement, the Indenture, or the DIP Facility (including, without limitation, those set forth in section 13) and ordinary course payments for the Borrowers' working capital needs during the CCAA Proceeding, including, post-filing accounts payable in the ordinary course of the Business and Priority Payables, (iv) royalty payments under the Royalty Agreements, and (v) amounts payable under the Benefits Agreement~~. No~~, in each case, under clauses (i) through (v), as set forth in the Approved Cash Flow Forecast (subject to Permitted Variances). Without the prior written consent of the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), no proceeds may be used ~~for any other purpose except with the~~

prior written approval of the DIP Lender, acting reasonably, and no expenditures shall be made, for any purpose that is not included in the Approved Cash Flow Forecast.

10. **Assignment by the Borrowers:** The Borrowers shall not be permitted to assign this Agreement without the prior written consent of theeach DIP Lender.

11. **Evidence of Indebtedness:** The DIP LenderAgent shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP LenderAgent register constitutes, in the absence of manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP LenderLenders pursuant to the DIP Facility.

12. **Interest; Fees** All amounts owing by the Borrowers hereunder to the DIP LenderLenders on account of the principal, overdue interest and expenses shall bear interest at ■%a rate per annum (the "equal to Adjusted Term SOFR (which, for purposes of this Agreement, shall have the meaning given to such term in the Senior Credit Agreement, treating the DIP Loans as SOFR Loans thereunder and utilizing a one-month Interest Period as set forth below) plus 7.00%, payable entirely in cash on each Interest Payment Date (the "**Interest Rate**"). To the extent permitted by Law, effective upon the occurrence of and during the continuance of an Event of Default, all amounts owing to the DIP LenderLenders hereunder by the Borrowers on account of principal, overdue interest and expenses shall bear interest at the Interest Rate plus an additional 2% per annum (the Interest Rate, as increased, the "**Default Rate**").

All interest hereunder shall be computed on the basis of a year of 365 or 366360 days (as applicable) and shall accrue and be calculated daily and payable in cash, monthly in arrears on the last Business Day of each month (each, an "**Interest Payment Date**"); provided that unless otherwise agreed by the Required DIP LenderLenders, interest accruing at the Default Rate shall be payable in cash on demand, both before and after demand and judgment.

In the case of an Advance, the first "**Interest Period**" shall commence on and include the date of such Advance and shall end on and exclude the next following Interest Payment Date. Thereafter, in the case of such Advance, the Interest Period shall commence on and include the Interest Payment Date and end on and exclude the next Interest Payment Date or the Maturity Date, whichever is earlier.

Upon entry of the Second Amended and Restated Initial Order, the Borrowers shall pay a fee (the "**Commitment/Funding Fee**") of 3.00% of the Loan Amount to the DIP Lenders on a pro rata basis, which such Commitment/Funding Fee shall be payable in kind and capitalized on the principal amount of the DIP Loans on such date.

The Commitment/Funding Fee shall constitute part of the DIP Obligations, shall be secured by the DIP Charge, and shall bear interest

at the Interest Rate (or, after the occurrence and during the continuance of an Event of Default, the Default Rate).

13. **Other Costs and Expenses:** The Borrower shall pay all reasonable and documented third-party costs and expenses of the DIP Agent, the DIP Lenders and the Fronting Lender for all due diligence and all reasonable and documented fees, expenses and disbursements of ~~outside counsel~~advisors (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG) in connection with the preparation, negotiation and consummation of this Agreement ~~and~~or any other Restructuring Transaction, the administration of the DIP Facility and participation in the CCAA Proceeding, including any reasonable and documented third-party costs and expenses incurred by the DIP Agent, the DIP Lenders and the Fronting Lender in connection with the enforcement of any of the rights and remedies available hereunder or under the DIP Security (collectively, the "**DIP Lender Expenses**"). The DIP Lender Expenses shall form part of the DIP Obligations secured by the DIP Charge (as defined below). All accrued DIP Lender Expenses incurred prior to date of the Initial Advance (including prior to the filing of the CCAA Proceeding) shall be paid in full through deduction from the Initial Advance.

14. **Approved Cash Flow Forecast:** Attached hereto as Schedule ~~A~~B is a detailed cash flow projection (the "~~Approved~~**Initial Cash Flow Forecast**"), which is in form and substance satisfactory to the Required DIP ~~Lender~~Lenders and which ~~includes~~may include, *inter alia*, provision for payments on account of any interest and expenses which may be payable under the DIP Facility, rent and other occupancy costs, supplier payments, post-filing accounts payable in the ordinary course of the Business, Priority Payables, payments of amounts payable under the Royalty Agreements and the Benefits Agreement, and the costs and expenses associated with the CCAA Proceeding.

The Borrowers, with the assistance of the Monitor, ~~may~~shall, from time to time as required by this Agreement, present the DIP ~~Lender~~Lenders with a revised budget ~~substantially~~ in ~~the~~a form ~~of the current Approved Cash Flow~~acceptable to the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) (the "**Updated Cash Flow Forecast**"). ~~Subject to~~Upon the written approval of the Required DIP Lenders (subject to the Supermajority DIP Lender ~~(acting reasonably~~Budget Consent Right), the Updated Cash Flow shall thereafter be deemed to be the effective budget (the "**Approved Cash Flow Forecast**") for the purposes hereof. Until such time as the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) approve an Updated Cash Flow Forecast, the prior Approved Cash Flow Forecast shall remain in effect for disbursement

lines in the Operating Disbursements section set forth in the then applicable Initial Cash Flow Forecast or Approved Cash Flow Forecast, as applicable; *provided* that no other amounts may be "rolled-forward" past the 13-week period contemplated by such Approved Cash Flow Forecast, and no additional amounts may be expended thereon except as expressly approved in a subsequently approved Updated Cash Flow Forecast. The DIP Lenders shall be under no obligation to approve any Updated Cash Flow Forecast notwithstanding any prior approval of any prior or then-current Approved Cash Flow Forecast.

Notwithstanding any other provision of this Agreement, neither the DIP Agent nor the DIP Lenders shall be obligated to make any advance under the DIP Facility which does not comply with or adhere to the Approved Cash Flow Forecast.

For the avoidance of doubt, the Approved Cash Flow Forecast will include payment of all reasonable and documented out of pocket fees and expenses of advisors to EDC, the Senior Agents, the Senior Lenders and the Holder AHG (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG).

The DIP Lenders agree to provide for approvals in allocations in the Approved Cash Flow Forecast to capital expenditures in connection with the Steensby Expansion or any additional exploration costs at such time as the Borrowers have (i) obtained one or more bona fide, binding, irrevocable bids in the SISP that provide for (A) the repayment in full in cash of the DIP Facility and the obligations under the Senior Credit Agreement and the Senior Secured Notes on or prior to the closing of such sale transaction, and (B) the consent of such bidder(s) to pursue the Steensby Expansion and further exploration, with a plan for execution which is reasonably acceptable to the Required DIP Lenders; (ii) submitted to the DIP Lenders supporting plans including engineering, design and operations acceptable to the Required DIP Lenders; and (iii) liquidity which is reasonably acceptable to the Required DIP Lenders; *provided*, *however*, that the approval of the Supermajority DIP Lenders shall be required with respect to allocations of more than $95 million to the Steensby Expansion or exploration in any Updated Cash Flow Forecast (the "**Supermajority DIP Lender Budget Consent Right**").

15. **Conditions Precedent to the Initial Advance:**

The DIP ~~Lender's~~Lenders' obligation to make the Initial Advance hereunder from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Initial Advance Conditions**"):

(a) ~~The~~the Court shall have issued the Second Amended and Restated Initial Order in form and substance satisfactory to the

DIP Agent, the Required DIP Lenders and the Fronting Lender, acting reasonably, among other things:

~~(i) granting the Obligors protection under the CCAA;~~

~~(ii) appointing the Monitor;~~

(i) ~~(iii)~~ authorizing and approving ~~the Initial Advance and approving~~ this Agreement ~~for the purpose of making the Initial Advance; and~~;

(ii) ~~(iv)~~ granting the DIP Charge and the priority of the DIP Charge contemplated in this Agreement~~,~~ ;

(iii) granting a stay of proceedings until no earlier than September 30, 2026;

(v) providing for provisional execution in respect of any and all Advances made and/or Liens and/or charges granted for the DIP Loans, including the DIP Charge;

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP ~~Lender~~Lenders, in ~~its~~their sole discretion;

(b) ~~All~~all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder will be paid from the proceeds of the Initial Advance on the date of the Initial Advance; and

(c) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(d) ~~(c) No~~no Default or Event of Default shall have occurred and be continuing or will occur as a result of the Initial Advance~~.~~;

(e) the DIP Agent and the Required DIP Lenders shall be satisfied that there are no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(f) the Obligors shall have delivered to the DIP Agent customary officer's certificates and authorizing directors' resolutions, in form and substance satisfactory to the Required DIP Lenders; and

(g) the Borrowers shall have provided to the DIP Agent and the Required DIP Lenders a list of all material licences and permits required for the continued operation of the Business into the foreseeable future, including their current status, renewal and such other material items related thereto (the "**Material Licences and Permits Schedule**").

16. **Conditions Precedent to** The DIP ~~Lender's~~Lenders' agreement to make any additional Advances available from the Loan Amount is subject to, and conditional upon, the

Advances of the Loan Amount (other than the Initial Advance):

satisfaction of all of the following conditions precedent (the "**Subsequent Advance Conditions**"):

~~(a) The Court shall have issued an Amended and Restated Initial Order (if necessary) in form and substance satisfactory to the DIP Lender, acting reasonably, among other things:~~

~~(i) authorizing and approving this Agreement;~~

~~(ii) granting the DIP Charge (defined below) and the priority of the DIP Charge contemplated in this Agreement;~~

~~(iii) granting a stay of proceedings until a date that is at least **[■ weeks]** after the date of the Initial Order;~~

(a) ~~and~~ the ~~operation and effect of such order~~Second Amended and Restated Initial Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP ~~Lender~~Lenders, in ~~its~~their sole discretion;

(b) ~~The~~the Second Amended and Restated Initial Order ~~(if necessary)~~ has not been amended, restated or modified in a manner that materially adversely affects the rights, remedies or interests of the DIP ~~Lender, in its sole discretion,~~Lenders without the prior written consent of the Required DIP Lenders; *provided* that any such modification which would require the consent of a given DIP Lender under section 33 hereof be subject to such DIP Lenders' consent;

(c) ~~The~~the DIP ~~Lender~~Lenders shall have received an Advance Notice in accordance with the terms hereof;

(d) ~~All~~all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder have been paid or will be paid from the proceeds of the requested Advance on the date of the applicable Advance;

(e) ~~There~~there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(f) ~~No~~no Default or Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance; ~~and~~

(g) ~~The~~the Obligors shall be in compliance in all material respects with all covenants and obligations contained in this Agreement~~.~~;

(h) an updated Approved Cash Flow Forecast has been agreed to between the Borrowers and the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), and the Borrowers are in compliance with the current Approved Cash Flow Forecast (subject to Permitted Variances) as at the date of

the proposed Advance;

(i) the Obligors shall be in compliance with the SISP Milestones;

(j) the Borrowers shall have delivered to the DIP Agent and the Required DIP Lenders, in the Advance Notice (or in a supplemental certificate executed by an officer of the Borrowers and delivered concurrently therewith), either (i) an updated Material Licences and Permits Schedule reflecting any additions, deletions, lapses, suspensions, revocations or changes in status to any of the items listed therein since the date of the most recent Material Licences and Permits Schedule delivered to the Required DIP Lenders, or (ii) a certification that the most recent Material Licences and Permits Schedule delivered to the Required DIP Lenders remains true and correct in all material respects as of the date of the requested Advance; and

(k) all conditions precedent in section 15 immediately above in this Agreement shall have been and continue to be satisfied on the date of such Advance.

17. **DIP Charge:** All of the obligations of the Obligors under or in connection with the DIP Facility, including without limitation, all principal, interest, fees and amounts owing in respect of reasonable and documented third-party expenses of the DIP Agent, the DIP Lenders and the Fronting Lender (collectively, the "**DIP Obligations**"), shall be secured by a Court-ordered charge on the Collateral in favour of the DIP ~~Lender~~Agent, for the benefit of the DIP Lenders (the "**DIP Charge**").

The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral other than the administration charge not exceeding $■5.0 million, to be granted by the Court and the directors and officers charge not exceeding $■20.4 million, to be granted by the Court (collectively, the "**Priority Charges**"). All Collateral will be free and clear of all Encumbrances, except for Permitted Liens.

18. **DIP Security:** The Guarantors hereby guarantee in favour of the DIP ~~Lender~~Agent, for the benefit of the DIP Lenders, the payment and performance of the DIP Obligations of the Borrowers pursuant to the terms set forth in Schedule C hereto.

The DIP ~~Lender~~Lenders shall be permitted to request DIP Security (in form and substance reasonably satisfactory to the Required DIP Lender) from the Obligors at any time. The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP ~~Lender~~Agent, for the benefit of the DIP Lenders, subject to subordination only in respect of the Priority Charges and Priority Payables. For greater certainty, the delivery of DIP Security shall not be a condition precedent to the Initial Advance or any other advances of the Loan Amount as set out in ~~Sections~~sections 15 and 16.

19. **Hedging** Notwithstanding anything herein to the contrary, Hedging Obligations owing to any DIP Lender may be secured by liens which are equal in

	Obligations	priority to the DIP Security.
20. ~~19.~~	**Borrowers' Account:**	Advances shall be deposited into a bank account to be designated by the Borrowers (the "**Borrowers' Account**") and utilized by the Borrowers in accordance with the terms of this Agreement. At the request of the DIP Lenders, the Borrowers shall put in place a blocked account agreement in favour of the DIP Agent (for the benefit of the DIP Lenders) thereon on such terms as are acceptable to the Required DIP Lenders, in their discretion.~~-~~
21. ~~20.~~	**Repayment and Maturity Date:**	All DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following: (a) conversion of the CCAA Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada); (b) the occurrence of an Event of Default ~~which is continuing and has not been cured within **[30]** days of the Borrowers receiving written notice of such Event of Default from the DIP Lender and the DIP Lender has notified the Obligors pursuant to Section 28 that it has elected to accelerate all amounts owing; or~~ and a demand for payment by the DIP Agent (at the request of the Required DIP Lenders); (c) the ~~date which is ■ months after the~~ closing of a Restructuring Transaction~~,~~ or combination of Restructuring Transactions ~~that generated sufficient proceeds to repay the DIP Obligations,~~; or (d) the date that is twelve (12) months after the date of this Agreement, subject to the extensions set forth below (the "**Stated Maturity Date**") (such earliest date, the "**Maturity Date**"). The Stated Maturity Date may be extended two times by the Borrowers for up to three (3) months each time, provided that (i) the Borrowers deliver a written extension request to the DIP Agent not less than ten (10) days prior to the then applicable Stated Maturity Date, (ii) no Default or Event of Default exists on the then applicable Stated Maturity Date, (iii) the Borrowers shall have paid an extension fee on the date of each such extension equal to two percent (2%) of the DIP Loans outstanding at such time, payable in-kind on the date of such extension to the DIP Agent on behalf of the DIP Lenders on a pro rata basis and capitalized on the principal amount of the DIP Loans as of such date and (iv) the Borrowers shall have provided to the DIP Agent and the DIP Lenders an Updated Cash Flow Forecast as approved by the Monitor and which shall be in form and substance satisfactory to the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) in their sole discretion, through and including the date to which the Stated Maturity Date is extended. The DIP ~~Lender's~~Lenders' commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all amounts

outstanding under the DIP Facility shall be fully repaid no later than the Maturity Date, without the DIP ~~Lender~~Lenders being required to make demand upon the Borrowers or Guarantors or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable.

22. ~~21.~~ **Payments:** All payments of principal, interest and expenses hereunder, if applicable, shall be made for value in the full amount due at or before 12:00 noon on the day such amount is due by deposit or transfer thereof to the DIP ~~Lender~~Agent or as the DIP ~~Lender~~Lenders may direct. Payments received after such time shall be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment. Each payment to be made by the Borrowers under this Agreement shall be made in full without deduction, set-off or counterclaim of any kind or for any reason. If any expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP ~~Lender~~Agent may, but shall have no duty to do so, pay all such expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility. Unless otherwise consented to in writing by the Required DIP Lenders, the net cash proceeds of any sale, realization or disposition of, or with respect to, any of the Collateral (including obsolete, excess or worn-out Collateral) out of the ordinary course of business, any cash or other proceeds received out of the ordinary course of business, or any insurance proceeds paid to the Borrowers in respect of such Collateral, shall be paid to the DIP Agent (for the benefit of the DIP Lenders) and applied to reduce the DIP Obligations (for greater certainty, net of transaction fees and applicable Taxes in respect thereof). Any amounts repaid may not be reborrowed.

23. ~~22.~~ **Indemnity:** The Obligors agree to indemnify and hold harmless the DIP ~~Lender, solely in its capacity as lender under the DIP Facility and not in any other capacity, and its~~Agent, the DIP Lenders, the Fronting Lender and their respective Affiliates, partners and officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or reasonable and documented third-party expenses of any kind or nature whatsoever which may be incurred by any of the Indemnified Persons (collectively, the "**Claims**") as a result of, in connection with or in any way related to the DIP Facility, the priority of the DIP Charge, the proposed or actual use of the proceeds of the DIP Facility or this Agreement; provided, however, that the Obligors shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any Claim (a) to the extent it resulted from the gross negligence, wilful misconduct or bad faith of any Indemnified Person as finally determined by a court of competent jurisdiction, or (b) to the extent arising from any dispute solely among Indemnified Persons other

than any Claims arising out of any act or omission on the part of the Obligors. ~~The Obligors shall not be responsible or liable to any Indemnified Person or any other person for consequential or punitive damages~~Notwithstanding anything to the contrary herein, the indemnities granted under this Agreement shall survive any termination of the DIP Facility.

24. ~~23.~~ **Representations and Warranties:** Each Obligor represents and warrants to the DIP ~~Lender~~Agent and DIP Lenders, upon which the DIP ~~Lender~~Agent and each of the DIP Lenders has relied in entering into this Agreement that:

(a) such Obligor is validly formed and existing under the laws of its jurisdiction of incorporation or formation;

(b) such Obligor has the power and capacity, and the legal right, to own or lease and operate its property, to carry on its business as now conducted and as proposed to be conducted, and subject to Court approval of this Agreement, to enter into, execute, deliver and perform its obligations under this Agreement;

(c) such Obligor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Subject to the issuance of the Initial Order, Amended and Restated Initial Order or Second Amended and Restated Initial Order, as applicable, and the terms thereof, no consent or authorization of, filing with, notice to or other act by, or in respect of, any governmental authority or any other person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement;

(d) ~~(a) The~~this Agreement and the transactions contemplated by this Agreement~~ and upon the granting of the Initial Order or Amended and Restated Initial Order~~:

(i) are within the powers of ~~the~~such Obligor and, subject to the granting of the Second Amended and Restated Initial Order, as applicable, constitute legal, valid and binding obligations of ~~the~~such Obligor, enforceable against it in accordance with the terms hereof;

(ii) have been duly authorized, executed and delivered by or on behalf of ~~the~~such Obligor; and

(iii) ~~do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) require any consent or approval under,~~ subject to the granting of the Second Amended and Restated Initial Order, as applicable, do not and will not conflict with, contravene, violate or result in a breach ~~or a violation of, or conflict with,~~of: (A) any of the terms or provisions of ~~its~~such Obligor's constating documents or by-laws~~ or~~, (B) any material contracts or instruments to which ~~it~~such Obligor is a party or pursuant to which any of its assets or property may be affected or (c) any

applicable Law;

(e) ~~(b) The~~the Business of such Obligor has been and will continue to be conducted in material compliance with all applicable Laws of each jurisdiction in which the Business has been or is being carried on subject to the provisions of the CCAA and any Court order made after the date of the Initial Order;

(f) such Obligor and its properties and businesses comply in all material respects, and the use of its properties comply in all material respects, with all applicable environmental laws; such Obligor has no knowledge of any facts which result in, or constitute, or are likely to give rise to, non-compliance with any environmental laws in any material respect;

(g) such Obligor owns, leases or has the lawful right to use all of the material properties and undertaking necessary for the conduct of the business of such Obligor;

(h) ~~(c) Each~~such Obligor has obtained any material Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect. No proceedings have been commenced to revoke or amend any such Authorizations;

(i) ~~(d) Each~~such Obligor does not have any defined benefit pension plans or similar plans and is in material compliance with all applicable Law respecting its employees' employment and all collective bargaining agreements to which it is a party or otherwise bound;

(j) ~~(e) Except~~except as otherwise disclosed to the DIP ~~Lender~~Lenders in writing prior to the date hereof, ~~each~~such Obligor is current on its payment obligations for rent and other occupancy costs and expenses in respect of any premises that it leases;

(k) ~~(f) All~~all of such Obligor's obligations ~~of each Obligor~~ (including fiduciary, funding, investment and administrative obligations, if any) required to be performed in connection with such Obligor's employee benefit plans ~~of the Obligor~~ have been performed on a timely basis;

(l) ~~(g) Each~~such Obligor has filed all Tax returns which were required to be filed and paid all Taxes (including interest and penalties) which are due and payable; ~~and~~

(m) such Obligor and each of its subsidiaries has good and valid title to, or legally binding property right in, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, in each case free and clear of all Liens other than those liens permitted by section 4.10 of the Indenture (as same exists on the date of this Agreement) and except for minor defects in title as could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the

operations, financial condition, and/or future prospects of the Obligors taken as a whole

(n) ~~(h) All~~all information provided by or on behalf of ~~each~~such Obligor to the DIP ~~Lender~~Lenders for the purposes of or in connection with this Agreement or any transaction contemplated herein is, true and accurate in all material respects on the date as of which such information was provided, not incomplete and does not omit to state any fact necessary to make such information (taken as a whole) not materially misleading at such time, in light of the circumstances under which such information was provided~~.~~; and

(o) none of the Obligors owns or controls, directly or indirectly, any subsidiaries which are not Obligors.

(p) each Obligor maintains adequate insurance coverage, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contain reasonable coverage and scope;

(q) except for those defaults which are stayed by the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order and as disclosed to the DIP Lenders in writing, all Material Contracts are in full force and effect and are valid, binding and enforceable in accordance with their terms, and the Obligors do not have any knowledge of any default that has occurred and is continuing thereunder (other than those defaults arising as a result of or relating to the insolvency of the Obligors or any of their affiliates or the commencement of the CCAA Proceeding);

(r) except as disclosed to the DIP Lenders in writing by the Obligors, there are no agreements of any kind (i) between the Obligors and any other third party or any holder of debt or Equity Securities of the Obligors with respect to any Restructuring Transaction, which remain in force and effect as of the date hereof, or (ii) between the Borrowers and any related party;

(s) other than as stayed pursuant to the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, there is not now pending or, to the knowledge of any of the senior officers of the Obligors, threatened against the Obligors, nor has any Obligor received notice in respect of, any material claim, potential claim, litigation, action, suit, arbitration or other proceeding by or before any court, tribunal, governmental entity or regulatory body;

(t) each Obligor has maintained and paid current its obligations, as applicable, for payroll, source deductions, harmonized, goods and services and retail sales tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations;

(u) the Obligors have valid leasehold interests in all leases, subleases or assignments of leases, and each such lease is in full force and effect, and the Obligors do not have knowledge of any default that has occurred (other than in connection with the CCAA Proceeding);

(v) the Borrowers have not taken or omitted to take any action that could materially impact their continued operations, including (i) failing to procure any essential products needed before the shipping window closes, (ii) ceasing their mining operations, or (iii) reducing their workforce;

(w) any information provided by the Borrowers to the DIP Agent and the DIP Lenders on the status of the SISP, the Steensby Railway project and related financing process (the "**Steensby Expansion**") to date, including any reporting required pursuant hereto, is accurate and complete, and the Obligors have disclosed all material information in respect of such processes to the DIP Agent and the DIP Lenders; and

(x) no Default or Event of Default has occurred and is continuing.

25. ~~24.~~ **Affirmative Covenants:** In addition to all other covenants and obligations contained herein, each Obligor agrees and covenants to perform and do each of the following until the DIP Facility is fully repaid or assigned with the written consent of the Required DIP ~~Lender~~Lenders:

(a) ~~Submit~~submit to the Court the ~~Initial Order, the~~Second Amended and Restated Initial Order, and any other Court orders which are being sought by the Obligor in a form confirmed in advance to be satisfactory to the Required DIP ~~Lender (acting reasonably),~~Lenders subject to any amendments that are required by the Court or the Obligors that are acceptable to the Required DIP ~~Lender (acting reasonably)~~Lenders;

(b) ~~Comply~~comply with the provisions of all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(c) ~~Allow the DIP Lender, its~~allow each of the DIP Agent, DIP Lenders and their respective employees, agents, advisors and representatives access to all collateral, information and documentation of the Obligors, to visit, inspect and conduct examinations of any of such collateral, information and documentation (including any books and records) and discuss its business operations, properties and financial and other conditions with its officers, employees and independent public accountants, in each case, as may be reasonably requested by the DIP ~~Lender~~Agent or Required DIP Lenders, during normal business hours, in each case subject to applicable privacy laws and solicitor-client privilege;

(d) ~~Upon~~upon the reasonable request of the Required DIP

~~Lender~~Lenders, provide updates regarding the status of the CCAA Proceeding, including any information which may otherwise be confidential, subject to same being maintained as confidential by the DIP ~~Lender~~Lenders;

(e) ~~Preserve~~preserve, renew, maintain and keep in full force its corporate existence and its Authorizations required in respect of the Business or any of the Collateral;

(f) ~~Use all reasonable efforts to~~ keep the DIP ~~Lender~~Lenders apprised on a timely basis of all material developments with respect to the Business and affairs of the Obligors;

(g) ~~Conduct~~conduct the Business and preserve, protect and maintain the Collateral in the ordinary course of Business;

(h) operate and maintain its respective properties and businesses in accordance with industry practice and in accordance with applicable law and all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(i) ~~(h) Maintain~~maintain in full force all policies and contracts of insurance that are now in effect (or renewals thereof) under which the Obligor, the Business or any of the Collateral is insured;

(j) ~~(i) Except~~except to the extent otherwise agreed by the Required DIP ~~Lender~~Lenders (acting reasonably), pay all applicable Priority Payables and all other amounts necessary to preserve the Collateral to avoid any Encumbrance thereon and to carry on the business of each Obligor;

(k) ~~(j) Promptly~~promptly notify the DIP ~~Lender~~Lenders of the occurrence of any Default or Event of Default or of any event or circumstance which could reasonably be expected to result in a material adverse change to the Approved Cash Flow Forecast;

(l) ~~(k) Comply~~comply in all material respects with all applicable Laws~~; and~~, rules and regulations applicable to its business, including environmental laws;

(m) deliver to the DIP Agent the reporting and other information from time to time reasonably requested by the DIP Agent or the Required DIP Lenders, and any other information pertaining to the business and affairs of the Obligors as reasonably requested by the DIP Agent or any DIP Lender;

(n) use the proceeds of the DIP Facility in a manner consistent with the restrictions set out herein and in all cases in accordance with the Approved Cash Flow Forecast (subject to Permitted Variances);

(o) duly and punctually pay or cause to be paid to the DIP Agent on behalf of the DIP Lenders all principal, interest, fees and other

amounts payable by it under this Agreement on the dates, at the places and in the amounts set forth herein;

(p) authorize the Monitor to (i) meet and communicate with the DIP Agent and DIP Lenders and (ii) provide regular reports to the DIP Agent and DIP Lenders with respect to the DIP Facility and the CCAA Proceeding;

(q) comply at all times with the SISP Milestones;

(r) on or prior to 5:00 p.m. (Toronto time) on the Monday of every second calendar week beginning after the date of this Agreement (each, a "**Testing Period**"),the Obligors shall have delivered to the DIP Agent and DIP Lenders (x) an Updated Cash Flow Forecast that is satisfactory to the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) and (y) a Variance Report;

(s) the Obligors shall have delivered to the DIP Lenders a business plan that is in form and substance satisfactory to the Required DIP Lenders by no later than the date that is three (3) months after the issuance of the Initial Order; and

(t) On or prior to June 5, 2026 (or such later date as may be agreed to by the Borrowers and the Required DIP Lenders), the Obligors shall have entered into a key employee retention plan and/or a key employee incentive plan in form and substance acceptable to the Required DIP Lenders.

(u) at all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers in coverage and scope acceptable to the Required DIP Lenders, acting reasonably, and, if requested by the Required DIP Lenders, cause the DIP Agent to be listed as the loss payee or additional insured (as applicable) on such insurance policies and notify the DIP Lenders of any claims or losses exceeding $1,000,000. The Approved Cash Flow Forecast shall permit funding sufficient to pay the premiums in respect of such insurance;

(v) provide the DIP Agent, the DIP Lenders and their counsel with draft copies of, and the opportunity to comment on, all motions, applications, proposed Court orders and other materials or documents that the Obligors intend to file in the CCAA Proceeding at least five (5) Business Days prior to any such filing or, where it is not practically possible to do so within such time, as soon as possible prior to the date on which such motion, application, proposed Court order or other material or document is served on the service list in respect of the CCAA Proceeding;

(w) promptly provide notice to the DIP Agent, the DIP Lenders and their counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents,

materials, information or correspondence received from any regulatory authority having jurisdiction over any Obligor, subject to any disclosure restrictions contained in any Court order or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process;

(x) promptly upon becoming aware thereof, provide details of any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Obligor by or before any court, tribunal, Governmental Authority or regulatory body, which would be reasonably likely to result, individually or in the aggregate, in a judgment in excess of $1,000,000;

(y) take all commercially reasonable actions necessary or available to defend the Court orders from any appeal, reversal, modification, amendment, stay or vacating not expressly consented to in writing in advance by the Required DIP Lenders relating to the DIP Facility or the DIP Charge;

(z) continue business operations in the ordinary course ensuring full utilization of the shipping window, including (i) ensuring fuel and other necessary products for operations are secured for continued operations and (ii) shipping out all ready-to-ship product for sale; and the Borrowers will not materially change employee head count or staffing requirements except as may be needed to optimize cost structure and operations subject to the Approved Cash Flow Forecast and the prior written consent of the Required DIP Lenders;

(aa) maintain and take all action to ensure all material licences and permits required for the foreseeable operation of its business that may be required will be acquired, procured, or otherwise obtained and remain in full force and effect; the Borrowers shall defend each against revocation or amendment thereof; and the Borrowers, upon request of the Required DIP Lenders, will take all action as may be needed to obtain and preserve the permit to allow for the transportation of up to 6 million tonnes per annum of ore;

(bb) maintain in good repair, working order and condition all material properties and assets used or useful in the business of the Borrowers and make all such appropriate repairs thereto;

(cc) take all commercially reasonable efforts to disclaim all contracts that are not within the Approved Cash Flow Forecast;

(dd) act diligently and in good faith in the pursuit of the CCAA Proceeding;

(ee) establish a risk management program for all business variables that can reasonably affect business operations in consultation with the Required DIP Lenders, and the DIP Lenders shall have a right of first refusal on any Hedging Obligations; and

(ff) execute and deliver such loan and security documentation as may be reasonably requested by the DIP Agent or the Required DIP Lenders from time to time;

(gg) provide the DIP Agent and DIP Lenders and their advisors from time to time, on a confidential basis, with such information regarding the progress of the Obligors' pursuit of a Restructuring Transaction and the Steensby Expansion as may be reasonably requested by the Required DIP Lenders, subject to any disclosure restrictions contained in any Court order, or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process; and

(hh) ~~(l) Pay when due all principal, interest, fees and other amounts payable by the Obligor under this Agreement.~~promptly pay all DIP Lender Expenses no less frequently than every two weeks, provided that the DIP Lenders shall use commercially reasonable efforts to provide reasonable estimates of such expenses for purposes of the Approved Cash Flow Forecast.

26. ~~25.~~ **Negative Covenants:** Each Obligor covenants and agrees not to do the following, other than with the prior written consent of the Required DIP ~~Lender~~Lenders from and after the date hereof:

(a) ~~Make~~make any payment of principal or interest in respect of Indebtedness ~~existing as of the date of the Initial Order~~other than with respect to the DIP Obligations or otherwise provided herein or declare or pay any dividends or make any other distribution, in each case, except as ~~contemplated by~~expressly provided for in the Approved Cash Flow Forecast;

(b) ~~Except for the DIP Obligations, any Indebtedness secured by the Priority Charges, the Priority Payables, or any other Indebtedness incurred in the ordinary course of business~~except as set forth in any Court order that is acceptable to the Required DIP Lenders, incur or permit to exist any Indebtedness~~,~~ (including, without limitation, any capital lease obligation, equipment lease or financing lease obligation), or provide or seek or support a motion by another party to provide such Indebtedness;

(c) ~~Except for the Priority Charges and the~~except as set forth in any Court order that is acceptable to the Required DIP ~~Charge~~Lenders, create, permit to exist any Encumbrance, or provide or seek or support a motion by another party to provide an Encumbrance, upon any ~~of the~~ Collateral;

(d) create or permit to exist any Liens on any of its properties or assets other than the Permitted Liens;

(e) ~~(d) Make~~make any payments or use any monies (including, without limitation, proceeds of the DIP Facility) outside of the ordinary course of ~~the~~ Business, unless provided for in the

Approved Cash Flow Forecast (subject to Permitted Variances);

(f) ~~(e) Make~~make any investments in, acquisitions of or loans to or guarantee the Indebtedness or obligations of any other Person~~ or~~, entity or assets, except as expressly provided for in the Approved Cash Flow Forecast;

(g) enter into or continue performance under any transaction with any affiliate or any of its or its affiliates' respective direct or indirect equity holders, senior officers, directors, managers or employees, except in the ordinary course of business for a bona fide business purpose and not for any other purpose, except as expressly provided for in Approved Cash Flow Forecast

(h) enter into or continue performance under any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type;

(i) notwithstanding anything in the Initial Cash Flow Forecast or any Approved Cash Flow Forecast, make any type of payment, or otherwise satisfy any claim, to any direct or indirect shareholder of the Borrowers arising under or related to any royalty agreement;

(j) make any type of payment, or otherwise satisfy any claim, purported claim, liability, or other obligation, including without limitation of any pre-CCAA filing claim, that is not expressly provided for by the Approved Cash Flow Forecast (subject to Permitted Variances);

(k) ~~(f) Change~~change its jurisdiction of incorporation or registered office;

(l) ~~(g) Change~~change its name, fiscal year end or accounting policies or ~~amalgamate, consolidate with, merge into, dissolve or enter into any similar transaction with any other entity~~amend its organizational documents;

(m) ~~(h) Cease~~cease to carry on the Business as currently being conducted or materially change its operations or business practices;

(n) ~~(i) Sell~~sell, assign, lease, convey or otherwise dispose of ~~any of the Collateral except for sales or disposals in the ordinary course of the Business, or~~or transfer any of its property, assets or undertakings, except as may be approved by the Court with the prior written consent of the Required DIP Lenders;

(o) ~~(j) Except~~except as otherwise contemplated in any Court order and approved by the Required DIP Lenders or as expressly contemplated by the Approved Cash Flow Forecast, establish or make any retention or bonus payments, increase compensation or severance entitlements or other benefits payable to directors, senior officers or senior management, or pay any bonuses whatsoever;

(p) ~~(k) Enter~~enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against the Obligor;

(q) ~~(l) Enter~~enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other similar transaction or series of transactions ~~whereby, directly or indirectly, all or any significant portion of the undertaking, property or assets of any Obligor would become the property of any other Person or Persons; and~~, allow any change of control to occur, or create or acquire any new subsidiary or become a general partner in any partnership;

(r) ~~(m) Amend~~amend, supplement, revoke, terminate or discharge or seek to amend, supplement, revoke, terminate or discharge, the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, except to amend and restate the Initial Order as may be permitted by this Agreement~~.~~;

(s) apply for or consent to, any Court order, or amendment or modification to an existing Court order which adversely affects or could reasonably be expected to adversely affect the DIP Agent or the DIP Lenders;

(t) file or support the confirmation of any plan of arrangement or liquidation, in each case, that treats the DIP Obligations as "affected" without the consent of the Required DIP Lenders;

(u) (i) enter into any material transaction or material agreements or (ii) amend or modify any existing agreements or transaction terms, in each case, including royalty agreements, Alternative Offtake and Service Agreements, or similar agreements, without the consent of the Required DIP Lenders;

(v) satisfy the delivery or other performance obligations and/or payment obligations under its contracts with Glencore plc or any of its affiliates, including, without limitation, any obligations to process or deliver iron ore;

(w) take (or omit to take) any action to the extent such action could reasonably be expected to materially impair or otherwise adversely affect the ability of the Obligors to utilize any net operating losses, tax credit carry-forwards, built-in losses, basis, deductions or other tax attributes or benefit, in each case, without the prior written consent of the Required DIP Lenders;

(x) issue any Equity Securities, create any new class of Equity Securities, amend any terms of its existing Equity Securities, or consent to or take any steps in furtherance of the exercise of any conversion right under any Equity Securities issued by it, other

than in connection with a Restructuring Transaction approved pursuant to a Court order;

(y) seek, obtain, support, make or permit to be made any Court order or any change, amendment or modification to any Court order that would materially affect the rights or protections of the DIP Agent or the DIP Lenders under or in connection with the DIP Facility or the DIP Charge, except with the prior written consent of the Required DIP Lenders, in their sole discretion;

(z) seek or consent to the lifting of the stay of proceedings in the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, as applicable, in favour of the Borrowers, or seek or consent to the appointment of a receiver or trustee in bankruptcy or any similar official in any jurisdiction;

(aa) make any changes to the composition of the board of directors of the Borrowers (including the addition, removal or replacement of directors, other than a resignation by a director), other than pursuant to a Court order and with the Required DIP Lenders' approval (in their sole discretion);

(bb) negotiate or enter into any other interim financing facility; or

(cc) pay any professional or advisory fees (including any legal fees or expenses) of any other Person (other than the Borrowers, the DIP Agent, the DIP Lenders and the Monitor) that are not provided for in the Approved Cash Flow Forecast, except pursuant to the terms of a binding support agreement with such Person with respect to a Restructuring Transaction that is acceptable to the Required DIP Lenders, or as may otherwise be agreed to by the Required DIP Lenders and the Borrowers (in consultation with the Monitor).

27. ~~26.~~ **Sales and Investment Solicitation Process; Expansion:** ~~The~~Unless otherwise agreed by the Supermajority DIP Lenders, the Borrowers and the DIP ~~Lender~~Lenders agree that the Borrowers (in consultation with the Monitor and the DIP Lenders) shall pursue a sales and investment solicitation process in form and substance acceptable to the Borrowers and the Supermajority DIP Lenders (the "**SISP**") approved pursuant to a Court order in respect of potential Restructuring Transactions and ~~the~~any such SISP shall include the following milestones (collectively, the "**SISP Milestones**"):

(a) the deadline for the commencement of the SISP will be no later than ~~six~~3 months after the issuance of the Second Amended and Restated Initial Order; ~~and~~

(b) the deadline for the receipt of first round bids in connection with the SISP will be no later than 6 months after the issuance of the Second Amended and Restated Initial Order;

(c) the Borrowers shall complete all site visits for bidders prior to October 31, 2026; and

(d) ~~(b)~~ the final deadline for the closing of a transaction resulting

from the SISP will be no later than ~~24~~12 months after the commencement of the SISP,

provided that the Borrowers may extend each of the foregoing dates in accordance with the Court order approving the SISP, which Court order shall be in form and substance acceptable to the Supermajority DIP Lenders; provided further however that nothing herein shall prohibit the pursuit of a Restructuring Transaction pursuant to a Court approved plan at any time. For the avoidance of doubt, any DIP Lender or the DIP Agent may participate as a bidder in connection with any SISP in respect of potential Restructuring Transactions or Alternative Offtake and Service Agreements.

28. ~~27.~~ **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) ~~Any~~any Court order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacating, amendment or restatement which (i) stays, reverses, vacates or otherwise modifies this Agreement or (ii) adversely affects or would reasonably be expected to adversely affect the interest of the DIP ~~Lender~~Agent or DIP Lenders in a material manner, unless the DIP ~~Lender has~~Agent or Required DIP Lenders, as applicable, have given ~~its~~their prior written consent thereto, including the issuance of a Court order:

(i) appointing a receiver and manager, receiver, interim receiver or similar official in respect of an Obligor;

(ii) terminating, lifting or amending the stay imposed within the CCAA Proceeding in a manner which, in the opinion of the Required DIP ~~Lender~~Lenders, acting reasonably, is materially prejudicial to the DIP ~~Lender~~Lenders;

(iii) granting any other claim or Encumbrance of equal or priority status to that of the DIP Charge, other than the Priority Charges or the Priority Payables; or

(iv) ~~staying, reversing, vacating or otherwise modifying this Agreement or~~ prejudicially affecting the DIP ~~Lender~~Agent, DIP Lenders or the Collateral;

(b) ~~Failure~~failure of an Obligor to diligently oppose any party that brings an application or motion for any of the relief set out in subsection 27(a) above and/or the failure to secure the dismissal of such motion or application within 30 days from the date that such application or motion is brought (provided no affirmative Court order is issued on such motion or application during such period);

(c) ~~The~~the CCAA Proceeding is terminated or converted to bankruptcy proceedings;

(d) ~~Failure of an Obligor to pay any amounts when due and owing~~

~~hereunder;~~failure of the Borrowers to pay (i) principal, interest or other amounts when due pursuant to this Agreement or any other document entered into in connection herewith, or (ii) any reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders or the Fronting Lender within two (2) Business Days of being invoiced therefor, and such failure, in the case of each of items (i) and (ii), remains unremedied for more than two (2) Business Days;

(e) ~~The~~any Obligor ceases to carry on or maintain the Business or its assets in the ordinary course of the Business in compliance with the covenants contained in this Agreement, except where such cessation is otherwise consented to in advance in writing by the Required DIP ~~Lender~~Lenders;

(f) ~~Any~~any representation or warranty made or given hereunder by any Obligor shall be incorrect or misleading in any material respect when made;

(g) ~~Any~~any material violation or breach of any court order by an Obligor;

(h) ~~Failure~~failure of an Obligor to (x) perform or comply with any term or covenant of this Agreement~~, including the failure to~~ and such failure shall continue uncured for more than five (5) Business Days after the earlier to occur of (i) any one or more of the Obligors having knowledge of such Event of Default or (ii) written notice of such Event of Default from the DIP Agent to the Borrowers, in either case, at the direction of the Required DIP Lenders to the Borrowers or (y) achieve the SISP milestones in accordance with section 26;

(i) ~~Any~~any proceeding, motion or application is commenced or filed by the Obligors, or if commenced by another party, supported or otherwise consented to by the Obligors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facility, the DIP ~~Lender's~~Lenders' Charge, or this Agreement;

(j) ~~If~~ an Obligor makes any ~~material~~ payments of any kind not permitted by this Agreement, the Approved Cash Flow Forecast (subject to Permitted Variances) or any order of the Court~~;~~ or any failure to remain in compliance with the Approved Cash Flow Forecast, subject to Permitted Variances;

(k) ~~Any~~any plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the Required DIP ~~Lender~~Lenders if such plan does not either provide for the repayment of the obligations under the DIP Facility in full by the Maturity Date, or designate the DIP ~~Lender~~Lenders as unaffected by such plan~~.~~;

(l) any Obligor shall file a motion seeking, or take any action supporting a motion seeking, or the Court shall issue, an order, authorizing the sale or liquidation its assets unless, in each case, either (i) the Required DIP Lenders consent to the filing of such

motion, , or (ii) the Court order approving such sale or liquidation contemplates payment in full in cash of all the DIP Obligations;

(m) any event or occurrence that materially adversely affects the Obligors, their business or their assets, in each case taken as a whole, as determined by the Required DIP Lenders in their sole discretion;

(n) a default (other than a default resulting from the insolvency of the Borrowers or the commencement of the CCAA Proceeding by the Borrowers, including, for greater certainty, as a result of failure to pay pre-filing amounts as a result of the commencement of the CCAA Proceeding) under any Material Contract, or any material amendment of any Material Contract unless agreed to by the Required DIP Lenders in writing;

(o) any change of control of any one or more of the Obligors without the consent of the Required DIP Lenders;

(p) any Authorization issued to any Obligor is terminated, revoked, or suspended and such termination, revocation, or suspension has or could reasonably be expected to have a material adverse on the operations, financial condition, and/or future prospects of the Obligors taken as a whole;

(q) any Obligor does not comply with any term or condition of the SISP, including without limitation not satisfying any milestone action required to be completed in the SISP by the date on which such milestone action item is required to be completed under the SISP and remaining in compliance with such action item thereafter, as applicable;

(r) the priority of the Liens as contemplated hereby created pursuant to or under the DIP Security in favor of the DIP Agent for the benefit of the DIP Lenders is varied without the consent of the DIP Agent at the direction of the DIP Lenders or any of such Liens does not have the priority required hereunder for any reason in any jurisdiction;

(s) any Obligor commences an action or any other proceeding in any proceeding or in any other court (i) to obtain any form of relief against the DIP Agent or DIP Lenders (or any one or more of them) including without limitation a proceeding to recover damages from the DIP Agent or the DIP Lenders or to obtain payment of any amounts purported to be owing by the DIP Agent or the DIP Lenders (or any one or more of them) to any Obligor if the DIP Agent or the DIP Lenders (or any one or more of them) disputes any of the same or (ii) to challenge in any way the enforceability of this Agreement or any document entered in connection herewith or the Liens granted under or pursuant to the DIP Security;

(t) any Obligor seeks, or consents to, any amendment of the SISP without the prior written consent of the DIP Agent at the direction of the Supermajority DIP Lenders;

(u) the expiry without further extension of the stay of proceedings in the CCAA Proceeding;

(v) the denial or purported repudiation by any Obligor of the legality, validity, binding nature, or enforceability of this Agreement or any document entered into in connection herewith, or any Obligor commencing any action or proceeding in any proceeding for a declaration or order to such effect;

(w) this Agreement or any other document entered into in connection herewith (and for certainty including without limitation the DIP Security) ceases to be enforceable;

(x) except as stayed by order of the Court, the entry of one or more final judgements, writs of execution, garnishments or attachments representing a claim or claims in excess of $100,000 or the equivalent amount thereof in any other currency, in the aggregate, against any Obligor or the property and assets of any Obligor which are subject to the Liens in favor of the DIP Agent for the benefit of the DIP Lenders that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after its or their entry, commencement or levy;

(y) any Obligor shall enter into or become liable under any other debtor-in-possession financing facility;

(z) any Obligor shall incorporate, create, or organize any new subsidiaries after the date of this Agreement; or

(aa) (i) any changes by any Obligor to the composition of its board of directors or (ii) any Obligor retains or appoints a chief restructuring officer or Person in a similar role , in each case without the prior consent of the Required DIP Lenders or a Court order.

(bb) (i) a Variance Report or Updated Cash Flow Forecast is not delivered within two (2) Business Days of the day on which such Variance Report or Updated Cash Flow Forecast is required to be delivered pursuant to this Agreement, or (ii) there shall exist a cumulative negative variance in excess of the Permitted Variance for the period from the date of the Initial Order to the last day of the applicable testing period, measured relative to the Approved Cash Flow Forecast then in effect; or

(cc) any Court order is issued pointing a chief restructuring advisor or similar role, or expending the role of the Monitor, in each case, without the consent of the Required DIP Lenders.

29. ~~28.~~ **Remedies:** Upon the occurrence and continuance of an Event of Default ~~which has not been cured by the Borrowers within 30 days of receiving written notice of such Event of Default by the DIP Lender, the DIP Lender may in its discretion,~~, the DIP Agent (acting at the direction of the Required DIP Lenders) or the Required DIP Lenders may elect on prior written

notice to the Borrowers and the Monitor to:

(a) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility (including the Commitment/Funding Fee) and declare such amounts to be immediately due and payable;

(b) terminate the DIP Facility;

(c) apply for a Court order, on terms satisfactory to the Monitor and the Required DIP ~~Lender~~Lenders, providing the Monitor with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral~~;~~, including applying to the Court for the appointment of a receiver, interim receiver or receiver and manager over the Borrowers or all or certain of their Collateral, or for the appointment of a trustee in bankruptcy in respect of the Borrowers;

(d) exercise the powers and rights of a secured party; and~~-~~

(e) exercise all such other rights and remedies available to the DIP ~~Lender~~Lenders hereunder, or pursuant to the Initial Order ~~and~~or otherwise in accordance with applicable Law.

~~(e)~~ The DIP Agent (acting at the direction of the Required DIP Lenders) may use (for certainty, on the instructions of the Required DIP Lenders in accordance with the definition thereof and section 33) any or all of the DIP Obligations as a credit bid and/or to pay for some or all of the purchase price (including any deposit payable in connection with such transaction) in connection with (a) any purchase of some or all of the properties and assets of the Borrowers and the Guarantors (or any one or more of them), (b) any Restructuring Transaction agreed to by the Borrowers (in consultation with the Monitor) and the Required DIP Lenders, in each case subject to any Court order and such reasonable terms and conditions as may be required in the opinion of the Borrowers (in consultation with the Monitor), each acting reasonably, to protect the Borrowers' restructuring process.

30. ~~29.~~ **Taxes:** All payments by an Obligor under this Agreement, including any payments required to be made from and after the exercise of any remedies available to the DIP ~~Lender~~Agent and/or the DIP Lenders upon the occurrence and continuance of an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future Taxes; provided, however, that if any Taxes are required by applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP ~~Lender~~Lenders under this Agreement, the amounts so payable to the DIP ~~Lender~~Lenders shall be increased to the extent necessary to yield to the DIP ~~Lender~~Lenders on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Obligors shall provide evidence satisfactory to the Required DIP ~~Lender~~Lenders that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to the DIP Lenders to account

for any Withholding Taxes, the DIP Lenders shall reasonably cooperate with the Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such Withholding Tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by the DIP Lenders to the Borrowers promptly. If reasonably requested by the Borrowers, the DIP Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the DIP Lenders shall cooperate with the Borrowers and assist the Borrowers to minimize the amount of Withholding Tax required, in each case at the Borrowers' sole expense.

31. ~~30.~~ **Termination by Borrowers** The Borrowers shall be entitled to terminate this Agreement upon notice to the DIP ~~Lender: (a) in the event that the DIP Lender has failed to fund any Advance when required to do so under this Term Sheet, or (b)~~Lenders at any time following the indefeasible payment in full in immediately available funds of all of the outstanding DIP Obligations. Effective immediately upon such termination, all obligations of the ~~Obligors~~Borrowers and the DIP ~~Lender~~Lenders under this Agreement shall cease, except for those obligations that explicitly survive termination. For greater certainty, all outstanding DIP Obligations in respect of all Advances funded prior to such termination shall become immediately due and payable concurrently with such termination and the DIP ~~Lender~~Lenders shall not be required to make any further extensions of credit under this Agreement.

32. ~~31.~~ **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the Required DIP ~~Lender~~Lenders may reasonably request for the purpose of giving effect to this Agreement.

33. ~~32.~~ **Entire Agreement:** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Agreement and any other documents entered into in connection herewith, this Agreement shall prevail.

34. ~~33.~~ **Amendments and Waivers:** No waiver or delay on the part of the DIP ~~Lender~~Lenders in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

All consents, waivers or amendments to or in connection with this Agreement and the DIP Facility and the transactions contemplated hereby or thereby must be in writing and if approved in writing by the DIP Agent at the direction of the Required DIP Lenders shall be binding on all of the DIP Lenders including those Lenders which did not execute any such consent, waiver or amendment; and any matters, documents or other things required to be acceptable or satisfactory to the DIP

Lenders are and shall be deemed to be acceptable and satisfactory to all the DIP Lenders if acceptable or satisfactory to the DIP Agent at the direction of the Required DIP Lenders; provided that and for certainty, no consent, waiver or amendment shall be binding on the DIP Lenders unless each of the DIP Lenders executes a consent, waiver or amendment for any of the following matters: (a) increase the amount of any Lender's DIP Facility commitment amount; (b) change to the Maturity Date; (c) postpone or delay the date for payment of any principal, interest or other DIP Obligations; (d) reduce the principal amount owing by the Borrowers or the rate of interest or any other fees applicable to amounts owing or to become owing hereunder or under the other documents in connection herewith; (e) change the pro rata commitments of any of the DIP Lenders in connection with the DIP Facility; (f) amend this section 33, the definition of "Required DIP Lenders", the definition of "Supermajority DIP Lenders" or any provision providing for consent or other action by all or any specific percentage or portion of the DIP Lenders; (g) discharge any Obligor from its payment obligations under hereunder or under any other document in connection herewith or release any DIP Security except as may be expressly provided for in this Agreement; or (h) amend the terms and conditions of the application of proceeds of any repayments or the sharing of payments; provided further that any consent, amendment, waiver or other modification with respect to this Agreement that would adversely and disproportionately modify the rights of any DIP Lender (in its capacity as such) under the DIP Facility compared to other DIP Lenders shall require the prior written consent of each such affected DIP Lender. Notwithstanding anything to the contrary contained herein, any consent, amendment, waiver or other modification that subordinates, or has the direct or indirect effect of subordinating, (x) any DIP Obligations in right of payment to any other Indebtedness for borrowed money or (y) any Liens securing the DIP Obligations to any Liens securing any other Indebtedness for borrowed money, in each case, shall require the prior written consent of the Supermajority DIP Lenders.

~~This Agreement may not be amended or waived except by an instrument in writing signed by each of the Obligors and the DIP Lender.~~ In addition, the Required DIP Lenders shall consult all other DIP Lenders in connection with any consent, waiver, amendment or other modification requiring the consent of the Required DIP Lenders.

35. ~~34.~~ **Severability:** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or ~~effecting~~affecting the validity ~~of~~or enforceability of such provision in any other jurisdiction.

36. ~~35.~~ **No Third Party Beneficiary:** No Person, other than the Obligors and the DIP ~~Lender~~Lenders are entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

37. ~~36.~~ **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

38. ~~37.~~ **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include provisions pursuant to which DIP Lenders may assign DIP Loans and/or sell participations in DIP Loans. Any DIP Lender may assign its rights and obligations under the DIP Facility, in whole or in part, to any Person acceptable to such DIP Lender, in its sole and absolute discretion.

39. ~~38.~~ **Notices:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person as set forth below:

in the case of a notice to the Obligors at:

c/o Baffinland Iron Mines Corporation
360 Oakville Place Dr., Suite 300
Oakville, Ontario L6H 6K8

Attention: ~~[~~Mark O'Brien~~]~~
Email: ~~[~~mark.obrien@baffinland.com~~]~~

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.
Toronto, ON M5V 3J7
Attention: Natalie Renner and Rob Nicholls
Email: nrenner@dwpv.com and rnicholls@dwpv.com

in the case of a notice to the DIP ~~Lender~~Agent at:

■

Attention: ■
Email: ■

in the case of a notice to the DIP Lenders at the notice information set forth in Schedule A, with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas

New York, NY 10019

Attention: Brian S. Hermann; Brian Bolin; Joseph Graham
Email: bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com

and

Stikeman Elliott LLP
199 Bay St. #5300
Toronto, ON M5L 1B9

Attention: Maria Konyukhova; Logan Copen
Email: mkonyukhova@stikeman.com; lcopen@stikeman.com

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10022

Attention: Ira Dizengoff; Meredith Lahaie; Lucas Charleston
Email: idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com

and

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
Toronto, Ontario
M5H 0B4

Attention: Ryan Jacobs and Michael Wunder
Email: rjacobs@cassels.com and mwunder@cassels.com

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenberg@fticonsulting.com

With a copy to, which shall not constitute notice:

Osler, Hoskin & Harcourt LLP
First Canadian Place, 100 King St. W. #6200
Toronto, ON M5H 1H1

Attention: Marc Wasserman and Michael De Lellis

Email: mwasserman@osler.com and mdelellis@osler.com

Any notice delivered or transmitted to a Person as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

In the event that any amount required to be paid hereunder is due on a day which is not a Business Day, such amount shall be paid on the next following Business Day with applicable interest adjustments.

40. ~~39.~~ **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

41. ~~40.~~ **Definitions:** For the purposes of this Agreement, unless context otherwise requires, the following terms have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

"**Advance**" has the meaning given to that term in ~~Section~~section 8;

"**Advance Notice**" has the meaning given to that term in ~~Section~~section 8;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

~~"**Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the DIP Lender (acting reasonably) and obtained on application made on notice to, such Persons as the DIP Lender and Obligors determine, acting reasonably, among other things, amending and restating the Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;~~

"**Amended and Restated Initial Order**" means the order of the Court entered on May 25, 2026;

"**Alternative Offtake and Service Agreements**" means offtake, service or other agreements in respect of the business of the Borrowers;

"**Approved Cash Flow Forecast**" has the meaning given to that term in ~~Section~~section 14;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Collateral or the Business;

"**Benefits Agreement**" means the impact benefits agreement between BIM Corp. and the Qikiqtani Inuit Association dated September 6, 2013, as amended on October 22, 2018, and as may be further amended, supplemented or amended and restated from time to time;

"**Borrowers**" has the meaning given to that term in the recitals;

"**Borrowers' Account**" has the meaning given to that term in ~~Section~~section 19;

"**Business**" means the business of iron ore mining at the Mary River Mine on Baffin Island in Nunavut, Canada~~.~~;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all now-owned and hereafter-acquired assets and property of the Obligors, real and personal, tangible or intangible and all proceeds therefrom, including the Borrowers' Account and all assets used in the Business;

"**Commodity Agreement**" means, with respect to any Person, any commodity future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Commitment/Funding Fee**" has the meaning given to that term in section 12;

"**Court**" has the meaning given to that term in the recitals;

"**Currency Agreement**" means, with respect to any Person, any foreign exchange future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Default**" means the occurrence or existence of any event, fact or circumstances, that with the giving of notice, passage of time, or both, would constitute an Event of Default;

"**Default Rate**" has the meaning given to that term in ~~Section~~section 12;

"**DIP Agent**" has the meaning given to that term in section 6;

"**DIP Charge**" has the meaning given to that term in ~~Section~~section 17;

"**DIP Facility**" has the meaning given to that term in ~~Section~~section 7;

"**DIP Lenders**" has the meaning given to that term in section 6;

"**DIP Lender Expenses**" has the meaning given to that term in section 13;

"**DIP Obligations**" has the meaning given to that term in ~~Section~~section 17;

"**DIP Security**" means the DIP Charge and any and all security documents granted by the Obligors providing for a security interest in the Collateral and related personal property security registrations made in favour of the DIP ~~Lender~~Agent, for the benefit of the DIP Lenders, in connection with such security interest together with such confirmations, financing statements, renewals, amendments, discharges, insurance endorsements, opinions or other documents as may be reasonably requested by the Required DIP ~~Lender~~Lenders as security for the DIP Obligations;

"**EDC**" means Export Development Canada;

"**EDC Credit Agreement**" means that certain credit agreement dated as of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto and EDC, as lender;

"**Encumbrances**" means any hypothec, encumbrance, lien, charge, pledge, deposit arrangement, mortgage, title retention agreement, trust, deemed trust, security interest of any nature, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege, or any other arrangement or condition that in substance or effect secures payment or performance of an obligation, or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in ~~Section~~section 27;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hedging Obligations**" ~~means, with respect to~~of any Person~~,~~ means the ~~net payment~~ obligations of such Person ~~outstanding under (a) interest rate or currency swap agreements, interest rate or currency cap, collar or floor agreements and (b) any other agreements or arrangements entered into in order to protect such Person against fluctuations in commodity prices, interest rates or currency exchange rates;~~pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement;

"**Holder AHG**" means an ad hoc group of Holders providing DIP Loans hereunder.

"**Holders**" means holders of the notes under the Indenture.

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all letters of credit, letters of guarantee and similar instruments, notes or other similar instruments, (c) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, (d) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, (e) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, and (f) all obligations of such Person to otherwise assure a creditor against loss (for certainty, Hedging Obligations incurred by an Obligor in the ordinary course shall not be considered Indebtedness for purposes of this Agreement);

"**Indemnified Persons**" has the meaning given to that term in ~~Section~~section 22;

"**Indenture**" means that certain Senior Secured Notes Indenture, dated as of June 27, 2018 (as amended, amended and restated or otherwise modified from time to time prior to the date of this Agreement), by and among the Borrowers, as issuers and the Indenture Agent;

"**Indenture Agent**" means Wilmington Trust, National Association, as trustee and collateral;

"**Initial Advance**" has the meaning given to that term in ~~Section~~section 8;

"**Initial Advance Conditions**" has the meaning given to that term in ~~Section~~section 15;

"**Initial Order**" means ~~an~~the order~~, or orders,~~ of the Court~~, in form and substance satisfactory to the DIP Lender and obtained on application made on notice to, such Persons as the DIP Lender and Obligors determine, acting reasonably, among other things, granting the Obligors protection under the CCAA, appointing the Monitor, approving the DIP Facility, granting the DIP Charge and approving the Initial Advance;~~ entered on May 15, 2026;

"**Interest Payment Date**" has the meaning given to that term in ~~Section~~section 14;

"**Interest Period**" has the meaning given to that term in ~~Section 7~~section 12;

"**Interest Rate Agreement**" means, with respect to any Person, any

interest rate future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Interest Rate**" has the meaning given to that term in ~~Section~~section 12;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local or foreign, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in ~~Section~~section 7;

"**Maturity Date**" has the meaning given to that term in ~~Section~~section 20;

"**Stated Maturity Date**" has the meaning given to that term in section 20;

"**Monitor**" means FTI Consulting Canada Inc., as the court-appointed monitor of the Borrowers and Nunavut Iron Ore Mines, Inc.;

"**Obligors**" has the meaning given to that term in ~~Section~~section 5;

"**Permitted Liens**" means (i) the Permitted Priority Liens; (ii) the DIP Charge; (iii) any charges created under the Initial Order or other Court order subsequent and subordinated in priority to the DIP Charge; (iv) Liens existing prior to the Filing Date; and (v) inchoate statutory Liens arising after the Filing Date in respect of any accounts payable arising after the Filing Date in the ordinary course of business;

"**Permitted Priority Liens**" means (i) the Priority Charges; (ii) any Lien in respect of amounts payable by the Borrowers for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by applicable Law and only to the extent that the priority of such amounts has not been subordinated to the DIP Charge granted by the Court; and (iii) such other Liens existing as of the Filing Date that have not been subordinated to the DIP Charge granted by the Court.

"**Permitted Variance**" means, for each Testing Period, (A) a negative variance of (i) more than 10.0% of projected receipts for such Testing Period; (ii) more than 10.0% of projected receipts for the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period; (iii) more than 10.0% of projected disbursements for such Testing Period; and (iv) more than 10.0% of projected disbursements for the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period or (B) to the extent any Approved Cash Flow Forecast sets forth a permitted variance with respect to a specific line item, such variance as specified therein.

"**Person**" means any individual, sole proprietorship, partnership, firm,

entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee;

"**Priority Charges**" has the meaning given to that term in ~~Section~~section 17;

"**Priority Payables**" means HST, all sales Tax and any amount payable or accrued by a Borrower which is secured by an Encumbrance which ranks or is capable of ranking prior to or *pari passu* with the Encumbrances created in connection with the DIP Charge (other than the Priority Charges) including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, construction trusts or construction liens, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the Encumbrances created in connection with the DIP Charge;

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;

"**Required DIP Lenders**" means, as of any time of determination, DIP Lenders holding more than 50% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time;

"**Royalty Agreements**" means, collectively, (i) the royalty agreement entered into among ~~**[Baffin LP]**~~the Borrowers, 15877580 Canada Inc., ArcelorMittal Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc. dated March 25, 2024 and (ii) the royalty agreement entered into among ~~**[Baffin LP]**~~the Borrowers, 16572367 Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc.;

"**Second Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the Required DIP Lenders and obtained on application made on notice to the service list in the CCAA Proceeding and to such Persons as the Required DIP Lenders and Obligors determine, acting reasonably, among other things, amending and restating the Amended and Restated Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;

"**Senior Agents**" means, collectively, Alter Domus (US) LLC, as administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, under the Senior Credit Agreement;

"**Senior Credit Agreement**" means that certain revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated

May 27, 2025 and the sixth amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto, the Senior Lenders and the Senior Agents;

"**Senior Lenders**" means the lenders under the Senior Credit Agreement;

"**Senior Secured Notes**" means the senior secured notes issued under the Indenture;

"**SISP**" has the meaning given to that term in section 26;

"**SISP Milestones**" has the meaning given to that term in section 26;

"**Steensby Expansion**" has the meaning given to that term in section 23;

"**Subsequent Advance**" has the meaning given to that term in section 8;

"**Supermajority DIP Lender Budget Consent Right**" has the meaning given to that term in section 14;

"**Supermajority DIP Lenders**" means, as of any time of determination, DIP Lenders holding not less than 66.67% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time; provided that, at all times, "Supermajority DIP Lenders" must include at least three (3) DIP Lenders, which DIP Lenders are not affiliates of each other.

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums and assessments imposed by any Governmental Authority, including all interest, penalties, fines or additions to tax imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"**Updated Cash Flow**" has the meaning given to that term in ~~Section~~section 14; ~~and~~

"**Variance Report**" means a report with calculations in form and substance satisfactory to the Required DIP Lenders and the Monitor acting reasonably setting forth for all Obligors (i) actual receipts and disbursements for the preceding two-week period (each such period, a Testing Period) for each line item in the Approved Cash Flow Forecast for such previous two-week period, and (ii) actual receipts and disbursements on a cumulative basis since the beginning of the period covered by the then operative Approved Cash Flow Forecast, in each

case as against the then operative Approved Cash Flow Forecast, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof in the then operative Approved Cash Flow Forecast. Each Variance Report shall include reasonably detailed explanations for any variances for either receipts or disbursements, in each case exceeding five percent (5%) of the Approved Cash Flow Forecast for each line item in the Approved Cash Flow Forecast and all items on a cumulative basis during the relevant period; and

"**Withholding Taxes**" has the meaning given to that term in ~~Section~~section 29.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have ~~causes~~caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

~~**DIP LENDER:**~~

~~■~~

~~by~~ _____

BORROWERS:

BAFFINLAND IRON MINES CORPORATION

by _____

BAFFINLAND IRON MINES LP, **by its general partner, BAFFINLAND IRON MINES CORPORATION**

by _____

GUARANTORS:

NUNAVUT IRON ORE, INC.

by _____

12334992 CANADA INC.

by _____

SCHEDULE A

~~APPROVED CASH FLOW~~DIP FACILITY COMMITMENTS

DIP Lender	DIP Commitment	Notice Information
Brigade Capital Management, LP	$22,000,000	
Citadel Advisors LLC	$8,000,000	
Polen Capital Credit, LLC	$45,000,000	
Opps XII BLIM Holdings, L.P.	$180,000,000	Oaktree Capital Management 555 South Flor Street, 36th Floor Los Angeles, CA 90071 Attention: David Nicoll Email: dnicoll@oaktreecapital.com
Hartree Partners, LP	$45,000,000	Hartree Partners, LP 1185 Avenue of the Americas, New York, NY 10036 Attention: Scott Potolsky Email: HMFI-notices@hartreepartners.com CC: legalNY@hartreepartners.com
Total……	$300,000,000	

SCHEDULE B

APPROVED CASH FLOW FORECAST

SCHEDULE C

LOAN GUARANTY

(a) Each Guarantor hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the DIP Agent for the ratable benefit of the DIP Lenders and the other secured parties (the "**Guaranty**") the full and prompt payment, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the DIP Obligations (collectively the "**Guaranteed Obligations**"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Guarantor, unconditionally and irrevocably, promises to pay such indebtedness to the DIP Agent and/or the DIP Lenders or the other secured parties, on demand, together with any and all expenses which may be incurred by the DIP Agent and the DIP Lenders in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with this Agreement.

(b) Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the DIP Agent or any DIP Lender to sue any Borrower, any other Guarantor or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any collateral securing all or any part of the Guaranteed Obligations. The DIP Agent may enforce this Loan Guaranty upon the occurrence and during the continuance of an Event of Default.

(c) No Discharge or Diminishment of Guaranty.

(i) Except as otherwise provided for herein, the obligations of each Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason, including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Obligated Party; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against any Obligated Party, the DIP Agent, any DIP Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a Guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the Borrowers or (ix) any payment made to the DIP Agent or any DIP Lender on the Guaranteed Obligations which any such DIP Agent or DIP Lender repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(ii) Except for termination of a Guarantor's obligations hereunder, the obligations of each Guarantor hereunder are not subject to any defense (other than defense of payment resulting in a payment in full in cash of the Guaranteed Obligations) or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(iii) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the DIP Agent or any DIP Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other Guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the DIP Agent or any DIP Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(d) Defenses Waived. To the fullest extent permitted by applicable law and except for termination of a Guarantor's obligations hereunder, each Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Guarantor or arising out of the disability of the Borrowers or any other Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Guarantor. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurrence of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right to require the DIP Agent or any DIP Lender to (i) proceed against any Borrower, any other Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other Guarantor or any other party or (iii) pursue any other remedy in any DIP Agent's or DIP Lenders' power whatsoever. The DIP Agent may, at its election, foreclose on any collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, and the DIP Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Guarantor under this Guaranty. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Obligated Party or any security.

(e) Authorization. The Guarantors authorize the DIP Agent and the DIP Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time, to:

(i) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(ii) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(iii) exercise or refrain from exercising any rights against any Obligor or others or otherwise act or refrain from acting;

(iv) release or substitute any one or more endorsers, Guarantors, or the Borrowers, or other obligors;

(v) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the DIP Agent or DIP Lenders;

(vi) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the DIP Agent or DIP Lenders regardless of what liability or liabilities of the Borrowers remain unpaid;

(vii) consent to or waive any breach of, or any act, omission or default under, this Agreement or any of the instruments or agreements referred to herein, or otherwise amend, modify or supplement this Agreement or any related documents or other such instruments or agreements; and/or

(viii) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Guarantors from their respective liabilities under this Loan Guaranty.

(f) Rights of Subrogation. Any indebtedness of the Borrowers now or hereafter owing to any Guarantor is hereby subordinated to the Obligations owing to the DIP Agent and the DIP Lenders; and if the DIP Agent so requests at a time when an Event of Default exists, all such indebtedness of the Borrowers to such Guarantor shall be collected, enforced and received by such Guarantor for the benefit of the DIP Agent and the DIP Lenders and be paid over to the DIP Agent on behalf of the DIP Lenders on account of the Guaranteed Obligations, but without affecting or impairing in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(g) Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the

insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Guarantors forthwith on demand by the DIP Agent.

(h) Liability Cumulative. The liability of each Guarantor under this Loan Guaranty is in addition to and shall be cumulative with all liabilities of such Guarantor to the DIP Agent and the DIP Lenders under this Agreement and any related documents to which such Guarantor is a party or in respect of any obligations or liabilities of the other Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

DIP FACILITY LOAN AGREEMENT

DATED AS OF May 25, 2026

WHEREAS Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, the "**Borrowers**") have requested the DIP Lenders (defined below) to provide funding in order to assist with proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") to be commenced before the Ontario Superior Court of Justice – Commercial List (the "**Court**") in accordance with the terms and conditions set out herein (the "**CCAA Proceeding**");

AND WHEREAS the DIP Lenders have agreed to provide the DIP Facility (defined below) in accordance with the terms and conditions set out below to provide financing in order to fund certain obligations of the Borrowers to allow them time to implement the most efficient restructuring and financing to maximize value to all stakeholders.

NOW THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms:** A capitalized term not defined in the body of this Agreement has the meaning ascribed to it in the Definitions section below.

2. **Interpretation:** In this Agreement, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

   The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

   References in this Agreement to Sections or Schedules are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise.

3. **Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America.

4. **Borrowers:** Baffinland Iron Mines Corporation ("**BIM Corp**") and Baffinland Iron Mines LP ("**Baffin LP**" and, together with BIM Corp, the "**Borrowers**").

5. **Guarantors:** Means Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Guarantors**" and collectively with the Borrowers, the "**Obligors**").

6. **DIP Lenders:** The institutions described in Schedule A (on behalf of themselves and their affiliates and managed funds) hereby commit to provide the DIP Facility, on a several and not joint basis, in the respective amounts set forth adjacent to each such institution's name in Schedule A upon the

terms and conditions set forth in this Agreement (collectively, the **"DIP Lenders**").

An institution acceptable to the Required DIP Lenders shall act as administrative agent and as collateral agent for the DIP Facility (in such capacities, the "**DIP Agent**").

An institution acceptable to the Required DIP Lenders shall act as fronting lender (the "**Fronting Lender**") pursuant to which the Fronting Lender shall fund each Advance on behalf of the DIP Lenders and subsequently assign such funded DIP Loans to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and the each of the DIP Lenders. The Fronting Lender shall be a "DIP Lender" for all purposes herein so long as the Fronting Lender holds commitments in respect of the DIP Facility or any DIP Loans.

Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include the DIP Agent and the Fronting Lender as parties hereto and to, among other things, add customary agency provisions for the benefit of the DIP Agent and fronting lender provisions for the benefit of the Fronting Lender, in each case, that are acceptable to the Borrowers, the DIP Agent, the Required DIP Lenders and the Fronting Lender (solely with respect to the fronting lender provisions), in each case, acting reasonably.

7. **DIP Facility:** The DIP Lenders agree to establish in favour of the Borrowers a debtor-in-possession delayed draw term loan facility (the **"DIP Facility"** and, the loans thereunder, the "**DIP Loans**") in the principal amount equal to $70 million (collectively, the **"Loan Amount"**).

8. **DIP Advances:** An initial advance under the DIP Facility in the principal amount of $50 million (the "**Initial Advance**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) within one (1) Business Day after the date of the entry of the Second Amended and Restated Initial Order (defined below), provided the Initial Advance Conditions are satisfied as of such date.

Subsequent advances under the DIP Facility (each, a "**Subsequent Advance**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) as agreed by the Borrowers and the Required DIP Lenders, with each Subsequent Advance being in an amount no less than $20 million against the Approved Cash Flow Forecast, in each case subject to the satisfaction of the Subsequent Advance Conditions (as defined below). The sum of the Initial Advance and the Subsequent Advances shall not exceed the Loan Amount. The timing and amount of each Subsequent Advance shall be determined based on the funding needs of the Borrowers as set forth in the Approved Cash Flow Forecast, and Subsequent Advances shall only be available and provided hereunder after the Borrowers have received the entirety of the Initial Advance.

Advances under the DIP Facility, other than the Initial Advance (each, an "**Advance**") require a written notice to be delivered to the DIP Agent and the DIP Lenders, at least three (3) Business Days prior to the requested date of the Advance, or such shorter period as may be agreed by the Required DIP Lenders in advance (each, an "**Advance Notice**"), which has been approved by the Monitor and executed by an officer of the Borrowers setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; and (c) certification that the representations and warranties contained herein are true and correct in all material respects as of such date.

Each Advance, on behalf of and at the request of each of the DIP Lenders, shall be provided by and funded to the DIP Agent by the Fronting Lender and subsequently assigned to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each DIP Lender. The Fronting Lender shall deposit into the Borrowers' Account the amount requested by the Borrowers pursuant to the Advance Notice on the requested date of the Advance, net of all fees, costs and expenses to be paid in connection with such Advance pursuant to a funds direction to be delivered priori to the date of such Advance; provided that (x) with respect to the Initial Advance, the Initial Advance Conditions are satisfied as of such date and (y) with respect to each Advance after the Initial Advance, the applicable conditions described in this section 8 and the applicable Subsequent Advance Conditions are satisfied as of such date.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used solely by the Borrowers in accordance with the Approved Cash Flow Forecast, which shall include provision for payment, in all respects subject to and to the extent included in the Approved Cash Flow Forecast, of (i) the fees of the Monitor and its counsel and counsel for the Borrowers, (ii) interest, fees (including the Funding Fee) and other amounts owing to the DIP Lenders under this Agreement, and (iii) pre and post-filing expenses payable to the DIP Lenders or their advisors under the Senior Credit Agreement, the Indenture, or the DIP Facility (including, without limitation, those set forth in section 13) and ordinary course payments for the Borrowers' working capital needs during the CCAA Proceeding, including, post-filing accounts payable in the ordinary course of the Business and Priority Payables, as set forth in the Approved Cash Flow Forecast. Without the prior written consent of the Required DIP Lenders no proceeds may be used for any other purpose, and no expenditures shall be made, for any purpose that is not included in the Approved Cash Flow Forecast.

10. **Assignment by the Borrowers:** The Borrowers shall not be permitted to assign this Agreement without the prior written consent of each DIP Lender.

11. **Evidence of Indebtedness:** The DIP Agent shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP Agent register constitutes, in the absence of

manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP Lenders pursuant to the DIP Facility.

12. **Interest; Fees**

All amounts owing by the Borrowers hereunder to the DIP Lenders on account of the principal, overdue interest and expenses shall bear interest at a rate per annum equal to Adjusted Term SOFR (which, for purposes of this Agreement, shall have the meaning given to such term in the Senior Credit Agreement, treating the DIP Loans as SOFR Loans thereunder and utilizing a one-month Interest Period as set forth below) plus 7.00%, payable entirely in cash on each Interest Payment Date (the "**Interest Rate**"). To the extent permitted by Law, effective upon the occurrence of and during the continuance of an Event of Default, all amounts owing to the DIP Lenders hereunder by the Borrowers on account of principal, overdue interest and expenses shall bear interest at the Interest Rate plus an additional 2% per annum (the Interest Rate, as increased, the "**Default Rate**").

All interest hereunder shall be computed on the basis of a year of 360 days and shall accrue and be calculated daily and payable in cash, monthly in arrears on the last Business Day of each month (each, an "**Interest Payment Date**"); provided that unless otherwise agreed by the Required DIP Lenders, interest accruing at the Default Rate shall be payable in cash on demand, both before and after demand and judgment.

In the case of an Advance, the first "**Interest Period**" shall commence on and include the date of such Advance and shall end on and exclude the next following Interest Payment Date. Thereafter, in the case of such Advance, the Interest Period shall commence on and include the Interest Payment Date and end on and exclude the next Interest Payment Date or the Maturity Date, whichever is earlier.

Upon the indefeasible repayment in full of the DIP Facility and all other DIP Obligations and cancellation of all remaining commitments in respect thereof, the Borrowers shall pay an exit fee, in cash, in an amount equal to 3% of the aggregate committed amount of the DIP Facility, being equal to $1,200,000 (the "**Funding Fee**"), which Funding Fee is fully earned on execution hereof, provided that the Funding Fee shall not be payable if the DIP Facility and all DIP Obligations are repaid in full from an Alternative Financing Arrangement before the Stated Maturity Date.

The Funding Fee shall constitute part of the DIP Obligations, shall be secured by the DIP Charge, and shall bear interest at the Interest Rate (or, after the occurrence and during the continuance of an Event of Default, the Default Rate).

13. **Other Costs and Expenses:**

The Borrower shall pay all reasonable and documented third-party costs and expenses of the DIP Agent, the DIP Lenders and the Fronting Lender for all due diligence and all reasonable and documented fees, expenses and disbursements of advisors (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior

Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG) in connection with the preparation, negotiation and consummation of this Agreement or any other Restructuring Transaction, the administration of the DIP Facility and participation in the CCAA Proceeding, including any reasonable and documented third-party costs and expenses incurred by the DIP Agent, the DIP Lenders and the Fronting Lender in connection with the enforcement of any of the rights and remedies available hereunder or under the DIP Security (collectively, the "**DIP Lender Expenses**"). The DIP Lender Expenses shall form part of the DIP Obligations secured by the DIP Charge (as defined below). All accrued DIP Lender Expenses incurred prior to date of the Initial Advance (including prior to the filing of the CCAA Proceeding) shall be paid in full through deduction from the Initial Advance.

14. **Approved Cash Flow Forecast:** Attached hereto as Schedule B is a detailed cash flow projection (the "**Approved Cash Flow Forecast**"), which is in form and substance satisfactory to the Required DIP Lenders and which may include, *inter alia*, provision for payments on account of any interest and expenses which may be payable under the DIP Facility, rent and other occupancy costs, supplier payments, post-filing accounts payable in the ordinary course of the Business, Priority Payables, payments of amounts payable under the Benefits Agreement, and the costs and expenses associated with the CCAA Proceeding.

Notwithstanding any other provision of this Agreement, neither the DIP Agent nor the DIP Lenders shall be obligated to make any advance under the DIP Facility which does not comply with or adhere to the Approved Cash Flow Forecast. The Approved Cash Flow Forecast may only be updated with the consent of the Required DIP Lenders, in their sole discretion.

For the avoidance of doubt, the Approved Cash Flow Forecast will include payment of all reasonable and documented out of pocket fees and expenses of advisors to EDC, the Senior Agents, the Senior Lenders and the Holder AHG (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG).

15. **Conditions Precedent to the Initial Advance:** The DIP Lenders' obligation to make the Initial Advance hereunder from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Initial Advance Conditions**"):

(a) the Court shall have issued the Second Amended and Restated Initial Order in form and substance satisfactory to the DIP Agent,

the Required DIP Lenders and the Fronting Lender, acting reasonably, among other things:

(i) authorizing and approving this Agreement;

(ii) granting the DIP Charge and the priority of the DIP Charge contemplated in this Agreement;

(iii) granting a stay of proceedings until no earlier than September 30, 2026;

(v) providing for provisional execution in respect of any and all Advances made and/or Liens and/or charges granted for the DIP Loans, including the DIP Charge;

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their sole discretion;

(b) all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder will be paid from the proceeds of the Initial Advance on the date of the Initial Advance; and

(c) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(d) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the Initial Advance;

(e) the DIP Agent and the Required DIP Lenders shall be satisfied that there are no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof; and

(f) the Obligors shall have delivered to the DIP Agent customary officer's certificates and authorizing directors' resolutions, in form and substance satisfactory to the Required DIP Lenders.

16. **Conditions Precedent to Advances of the Loan Amount (other than the Initial Advance):** The DIP Lenders' agreement to make any additional Advances available from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Subsequent Advance Conditions**"):

(a) the Second Amended and Restated Initial Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their sole discretion;

(b) the Second Amended and Restated Initial Order has not been amended, restated or modified in a manner that materially adversely affects the rights, remedies or interests of the DIP Lenders without the prior written consent of the Required DIP Lenders; *provided* that any such modification which would require the consent of a given DIP Lender under section 33 hereof be subject to such DIP Lenders' consent;

(c) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(d) the DIP Lenders shall have received an updated Approved Cash Flow Forecast, if requested by the DIP Lenders;

(e) all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder have been paid or will be paid from the proceeds of the requested Advance on the date of the applicable Advance;

(f) there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(g) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance;

(h) the Obligors shall be in compliance in all material respects with all covenants and obligations contained in this Agreement;

(i) the Borrowers are in compliance with the current Approved Cash Flow Forecast (subject to Permitted Variances) as at the date of the proposed Advance; and

(j) all conditions precedent in section 15 immediately above in this Agreement shall have been and continue to be satisfied on the date of such Advance.

17. **DIP Charge:** All of the obligations of the Obligors under or in connection with the DIP Facility, including without limitation, all principal, interest, fees and amounts owing in respect of reasonable and documented third-party expenses of the DIP Agent, the DIP Lenders and the Fronting Lender (collectively, the "**DIP Obligations**"), shall be secured by a Court-ordered charge on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders (the "**DIP Charge**").

The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral other than the administration charge not exceeding $5.0 million, to be granted by the Court and the directors and officers charge not exceeding $20.4 million, to be granted by the Court (collectively, the "**Priority Charges**"). All Collateral will be free and clear of all Encumbrances, except for Permitted Liens.

18. **DIP Security:** The Guarantors hereby guarantee in favour of the DIP Agent, for the benefit of the DIP Lenders, the payment and performance of the DIP

Obligations of the Borrowers pursuant to the terms set forth in Schedule C hereto.

The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders, subject to subordination only in respect of the Priority Charges and Priority Payables.

19. **Hedging Obligations** Notwithstanding anything herein to the contrary, Hedging Obligations owing to any DIP Lender may be secured by liens which are equal in priority to the DIP Security.

20. **Borrowers' Account:** Advances shall be deposited into a bank account to be designated by the Borrowers (the "**Borrowers' Account**") and utilized by the Borrowers in accordance with the terms of this Agreement.

21. **Repayment and Maturity Date:** All DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following:

(a) conversion of the CCAA Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(b) the occurrence of an Event of Default and a demand for payment by the DIP Agent (at the request of the Required DIP Lenders);

(c) the completion of an Alternative Financing Arrangement;

(d) the closing of a Restructuring Transaction or combination of Restructuring Transactions; or

(e) the date that is sixty (60) days after the date of this Agreement (the "**Stated Maturity Date**")

(such earliest date, the "**Maturity Date**").

The DIP Lenders' commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be fully repaid no later than the Maturity Date, without the DIP Lenders being required to make demand upon the Borrowers or Guarantors or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable.

22. **Payments:** All payments of principal, interest and expenses hereunder, if applicable, shall be made for value in the full amount due at or before 12:00 noon on the day such amount is due by deposit or transfer thereof to the DIP Agent or as the DIP Lenders may direct. Payments received after such time shall be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment. Each payment to be made by the Borrowers under this Agreement shall be made in full without deduction, set-off or counterclaim of any kind or for any reason. If any

expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP Agent may, but shall have no duty to do so, pay all such expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility. Unless otherwise consented to in writing by the Required DIP Lenders, the net cash proceeds of any sale, realization or disposition of, or with respect to, any of the Collateral (including obsolete, excess or worn-out Collateral) out of the ordinary course of business, any cash or other proceeds received out of the ordinary course of business, or any insurance proceeds paid to the Borrowers in respect of such Collateral, shall be paid to the DIP Agent (for the benefit of the DIP Lenders) and applied to reduce the DIP Obligations (for greater certainty, net of transaction fees and applicable Taxes in respect thereof). Any amounts repaid may not be reborrowed.

23. **Indemnity:** The Obligors agree to indemnify and hold harmless the DIP Agent, the DIP Lenders, the Fronting Lender and their respective Affiliates, partners and officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or reasonable and documented third-party expenses of any kind or nature whatsoever which may be incurred by any of the Indemnified Persons (collectively, the "**Claims**") as a result of, in connection with or in any way related to the DIP Facility, the priority of the DIP Charge, the proposed or actual use of the proceeds of the DIP Facility or this Agreement; provided, however, that the Obligors shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any Claim (a) to the extent it resulted from the gross negligence, wilful misconduct or bad faith of any Indemnified Person as finally determined by a court of competent jurisdiction, or (b) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Obligors. Notwithstanding anything to the contrary herein, the indemnities granted under this Agreement shall survive any termination of the DIP Facility.

24. **Representations and Warranties:** Each Obligor represents and warrants to the DIP Agent and DIP Lenders, upon which the DIP Agent and each of the DIP Lenders has relied in entering into this Agreement that:

(a) such Obligor is validly formed and existing under the laws of its jurisdiction of incorporation or formation;

(b) such Obligor has the power and capacity, and the legal right, to own or lease and operate its property, to carry on its business as now conducted and as proposed to be conducted, and subject to Court approval of this Agreement, to enter into, execute, deliver and perform its obligations under this Agreement;

(c) such Obligor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Subject to

the issuance of the Initial Order, Amended and Restated Initial Order or Second Amended and Restated Initial Order, as applicable, and the terms thereof, no consent or authorization of, filing with, notice to or other act by, or in respect of, any governmental authority or any other person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement;

(d) this Agreement and the transactions contemplated by this Agreement:

(i) are within the powers of such Obligor and, subject to the granting of the Second Amended and Restated Initial Order, as applicable, constitute legal, valid and binding obligations of such Obligor, enforceable against it in accordance with the terms hereof;

(ii) have been duly authorized, executed and delivered by or on behalf of such Obligor; and

(iii) subject to the granting of the Second Amended and Restated Initial Order, as applicable, do not and will not conflict with, contravene, violate or result in a breach of: (A) any of the terms or provisions of such Obligor's constating documents or by-laws, (B) any material contracts or instruments to which such Obligor is a party or pursuant to which any of its assets or property may be affected or (c) any applicable Law;

(e) the Business of such Obligor has been and will continue to be conducted in material compliance with all applicable Laws of each jurisdiction in which the Business has been or is being carried on subject to the provisions of the CCAA and any Court order made after the date of the Initial Order;

(f) such Obligor and its properties and businesses comply in all material respects, and the use of its properties comply in all material respects, with all applicable environmental laws; such Obligor has no knowledge of any facts which result in, or constitute, or are likely to give rise to, non-compliance with any environmental laws in any material respect;

(g) such Obligor owns, leases or has the lawful right to use all of the material properties and undertaking necessary for the conduct of the business of such Obligor;

(h) such Obligor has obtained any material Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect. No proceedings have been commenced to revoke or amend any such Authorizations;

(i) such Obligor does not have any defined benefit pension plans or similar plans and is in material compliance with all applicable Law

respecting its employees' employment and all collective bargaining agreements to which it is a party or otherwise bound;

(j) such Obligor and each of its subsidiaries has good and valid title to, or legally binding property right in, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, in each case free and clear of all Liens other than those liens permitted by section 4.10 of the Indenture (as same exists on the date of this Agreement) and except for minor defects in title as could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the operations, financial condition, and/or future prospects of the Obligors taken as a whole

(k) all information provided by or on behalf of such Obligor to the DIP Lenders for the purposes of or in connection with this Agreement or any transaction contemplated herein is, true and accurate in all material respects on the date as of which such information was provided, not incomplete and does not omit to state any fact necessary to make such information (taken as a whole) not materially misleading at such time, in light of the circumstances under which such information was provided; and

(l) none of the Obligors owns or controls, directly or indirectly, any subsidiaries which are not Obligors.

(m) each Obligor maintains adequate insurance coverage, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contain reasonable coverage and scope**;**

(n) except as disclosed to the DIP Lenders in writing by the Obligors, there are no agreements of any kind (i) between the Obligors and any other third party or any holder of debt or Equity Securities of the Obligors with respect to any Restructuring Transaction, which remain in force and effect as of the date hereof, or (ii) between the Borrowers and any related party;

(o) other than as stayed pursuant to the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, there is not now pending or, to the knowledge of any of the senior officers of the Obligors, threatened against the Obligors, nor has any Obligor received notice in respect of, any material claim, potential claim, litigation, action, suit, arbitration or other proceeding by or before any court, tribunal, governmental entity or regulatory body;

(p) each Obligor has maintained and paid current its obligations, as applicable, for payroll, source deductions, harmonized, goods and services and retail sales tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations;

(q) the Obligors have valid leasehold interests in all leases, subleases or assignments of leases, and each such lease is in full force and effect, and the Obligors do not have knowledge of any default that has occurred (other than in connection with the CCAA Proceeding);

(r) the Borrowers have not taken or omitted to take any action that could materially impact their continued operations, including (i) failing to procure any essential products needed before the shipping window closes, (ii) ceasing their mining operations, or (iii) reducing their workforce;

(s) any information provided by the Borrowers to the DIP Agent and the DIP Lenders on the status of the SISP, the Steensby Railway project and related financing process (the "**Steensby Expansion**") to date, including any reporting required pursuant hereto, is accurate and complete, and the Obligors have disclosed all material information in respect of such processes to the DIP Agent and the DIP Lenders; and

(t) no Default or Event of Default has occurred and is continuing.

25. **Affirmative Covenants:** In addition to all other covenants and obligations contained herein, each Obligor agrees and covenants to perform and do each of the following until the DIP Facility is fully repaid or assigned with the written consent of the Required DIP Lenders:

(a) submit to the Court the Second Amended and Restated Initial Order, and any other Court orders which are being sought by the Obligor in a form confirmed in advance to be satisfactory to the Required DIP Lenders subject to any amendments that are required by the Court or the Obligors that are acceptable to the Required DIP Lenders;

(b) comply with the provisions of all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(c) allow each of the DIP Agent, DIP Lenders and their respective employees, agents, advisors and representatives access to all collateral, information and documentation of the Obligors, to visit, inspect and conduct examinations of any of such collateral, information and documentation (including any books and records) and discuss its business operations, properties and financial and other conditions with its officers, employees and independent public accountants, in each case, as may be reasonably requested by the DIP Agent or Required DIP Lenders, during normal business hours, in each case subject to applicable privacy laws and solicitor-client privilege;

(d) upon the reasonable request of the Required DIP Lenders, provide updates regarding the status of the CCAA Proceeding, including

any information which may otherwise be confidential, subject to same being maintained as confidential by the DIP Lenders;

(e) preserve, renew, maintain and keep in full force its corporate existence and its Authorizations required in respect of the Business or any of the Collateral;

(f) keep the DIP Lenders apprised on a timely basis of all material developments with respect to the Business and affairs of the Obligors;

(g) conduct the Business and preserve, protect and maintain the Collateral in the ordinary course of Business;

(h) operate and maintain its respective properties and businesses in accordance with industry practice and in accordance with applicable law and all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(i) maintain in full force all policies and contracts of insurance that are now in effect (or renewals thereof) under which the Obligor, the Business or any of the Collateral is insured;

(j) except to the extent otherwise agreed by the Required DIP Lenders (acting reasonably), pay all applicable Priority Payables and all other amounts necessary to preserve the Collateral to avoid any Encumbrance thereon and to carry on the business of each Obligor;

(k) promptly notify the DIP Lenders of the occurrence of any Default or Event of Default or of any event or circumstance which could reasonably be expected to result in a material adverse change to the Approved Cash Flow Forecast;

(l) comply in all material respects with all applicable Laws, rules and regulations applicable to its business, including environmental laws;

(m) deliver to the DIP Agent the reporting and other information from time to time reasonably requested by the DIP Agent or the Required DIP Lenders, and any other information pertaining to the business and affairs of the Obligors as reasonably requested by the DIP Agent or any DIP Lender;

(n) use the proceeds of the DIP Facility in a manner consistent with the restrictions set out herein and in all cases in accordance with the Approved Cash Flow Forecast (subject to Permitted Variances);

(o) duly and punctually pay or cause to be paid to the DIP Agent on behalf of the DIP Lenders all principal, interest, fees and other amounts payable by it under this Agreement on the dates, at the places and in the amounts set forth herein;

(p) authorize the Monitor to (i) meet and communicate with the DIP Agent and DIP Lenders and (ii) provide regular reports to the DIP Agent and DIP Lenders with respect to the DIP Facility and the CCAA Proceeding;

(q) at all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers;

(r) promptly provide notice to the DIP Agent, the DIP Lenders and their counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory authority having jurisdiction over any Obligor, subject to any disclosure restrictions contained in any Court order or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process;

(s) promptly upon becoming aware thereof, provide details of any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Obligor by or before any court, tribunal, Governmental Authority or regulatory body, which would be reasonably likely to result, individually or in the aggregate, in a judgment in excess of $1,000,000;

(t) take all commercially reasonable actions necessary or available to defend the Court orders from any appeal, reversal, modification, amendment, stay or vacating not expressly consented to in writing in advance by the Required DIP Lenders relating to the DIP Facility or the DIP Charge;

(u) continue business operations in the ordinary course ensuring full utilization of the shipping window, including (i) ensuring fuel and other necessary products for operations are secured for continued operations and (ii) shipping out all ready-to-ship product for sale; and the Borrowers will not materially change employee head count or staffing requirements except as may be needed to optimize cost structure and operations subject to the Approved Cash Flow Forecast and the prior written consent of the Required DIP Lenders;

(v) maintain and take all action to ensure all material licences and permits required for the foreseeable operation of its business that may be required will be acquired, procured, or otherwise obtained and remain in full force and effect; the Borrowers shall defend each against revocation or amendment thereof; and the Borrowers, upon request of the Required DIP Lenders, will take all action as may be needed to obtain and preserve the permit to

allow for the transportation of up to 6 million tonnes per annum of ore;

(w) maintain in good repair, working order and condition all material properties and assets used or useful in the business of the Borrowers and make all such appropriate repairs thereto;

(x) take all commercially reasonable efforts to disclaim all contracts that are not within the Approved Cash Flow Forecast;

(y) act diligently and in good faith in the pursuit of the CCAA Proceeding;

(z) establish a risk management program for all business variables that can reasonably affect business operations in consultation with the Required DIP Lenders, and the DIP Lenders shall have a right of first refusal on any Hedging Obligations; and

(aa) provide the DIP Agent and DIP Lenders and their advisors from time to time, on a confidential basis, with such information regarding the progress of the Obligors' pursuit of a Restructuring Transaction and the Steensby Expansion as may be reasonably requested by the Required DIP Lenders, subject to any disclosure restrictions contained in any Court order, or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process; and

(bb) promptly pay all DIP Lender Expenses no less frequently than every two weeks, provided that the DIP Lenders shall use commercially reasonable efforts to provide reasonable estimates of such expenses for purposes of the Approved Cash Flow Forecast.

26. **Negative Covenants:** Each Obligor covenants and agrees not to do the following, other than with the prior written consent of the Required DIP Lenders from and after the date hereof:

(a) make any payment of principal or interest in respect of Indebtedness other than with respect to the DIP Obligations or otherwise provided herein or declare or pay any dividends or make any other distribution, in each case, except as expressly provided for in the Approved Cash Flow Forecast;

(b) except as set forth in any Court order that is acceptable to the Required DIP Lenders, incur or permit to exist any Indebtedness (including, without limitation, any capital lease obligation, equipment lease or financing lease obligation), or provide or seek or support a motion by another party to provide such Indebtedness;

(c) except as set forth in any Court order that is acceptable to the Required DIP Lenders, create, permit to exist any Encumbrance,

or provide or seek or support a motion by another party to provide an Encumbrance, upon any Collateral;

(d) create or permit to exist any Liens on any of its properties or assets other than the Permitted Liens;

(e) make any payments or use any monies (including, without limitation, proceeds of the DIP Facility) outside of the ordinary course of Business, unless provided for in the Approved Cash Flow Forecast (subject to Permitted Variances);

(f) make any investments in, acquisitions of or loans to or guarantee the Indebtedness or obligations of any other Person, entity or assets, except as expressly provided for in the Approved Cash Flow Forecast;

(g) enter into or continue performance under any transaction with any affiliate or any of its or its affiliates' respective direct or indirect equity holders, senior officers, directors, managers or employees, except in the ordinary course of business for a bona fide business purpose and not for any other purpose, except as expressly provided for in Approved Cash Flow Forecast

(h) enter into or continue performance under any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type;

(i) make any type of payment, or otherwise satisfy any claim, purported claim, liability, or other obligation, including without limitation of any pre-CCAA filing claim, that is not expressly provided for by the Approved Cash Flow Forecast (subject to Permitted Variances);

(j) change its jurisdiction of incorporation or registered office;

(k) change its name, fiscal year end or accounting policies or amend its organizational documents;

(l) cease to carry on the Business as currently being conducted or materially change its operations or business practices;

(m) sell, assign, lease, convey or otherwise dispose of or transfer any of its property, assets or undertakings, except as may be approved by the Court with the prior written consent of the Required DIP Lenders;

(n) except as otherwise contemplated in any Court order and approved by the Required DIP Lenders or as expressly contemplated by the Approved Cash Flow Forecast, establish or make any retention or bonus payments, increase compensation or severance entitlements or other benefits payable to directors, senior officers or senior management, or pay any bonuses whatsoever;

(o) enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against the Obligor;

(p) enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other similar transaction or series of transactions, allow any change of control to occur, or create or acquire any new subsidiary or become a general partner in any partnership;

(q) amend, supplement, revoke, terminate or discharge or seek to amend, supplement, revoke, terminate or discharge, the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, except to amend and restate the Initial Order as may be permitted by this Agreement;

(r) apply for or consent to, any Court order, or amendment or modification to an existing Court order which adversely affects or could reasonably be expected to adversely affect the DIP Agent or the DIP Lenders;

(s) file or support the confirmation of any plan of arrangement or liquidation, in each case, that treats the DIP Obligations as "affected" without the consent of the Required DIP Lenders;

(t) (i) enter into any material transaction or material agreements or (ii) amend or modify any existing agreements or transaction terms, in each case, including royalty agreements, Alternative Offtake and Service Agreements, or similar agreements, without the consent of the Required DIP Lenders;

(u) satisfy the delivery or other performance obligations and/or payment obligations under its contracts with Glencore plc or any of its affiliates, including, without limitation, any obligations to process or deliver iron ore;

(v) take (or omit to take) any action to the extent such action could reasonably be expected to materially impair or otherwise adversely affect the ability of the Obligors to utilize any net operating losses, tax credit carry-forwards, built-in losses, basis, deductions or other tax attributes or benefit, in each case, without the prior written consent of the Required DIP Lenders;

(w) issue any Equity Securities, create any new class of Equity Securities, amend any terms of its existing Equity Securities, or consent to or take any steps in furtherance of the exercise of any conversion right under any Equity Securities issued by it, other than in connection with a Restructuring Transaction approved pursuant to a Court order;

(x) seek, obtain, support, make or permit to be made any Court order or any change, amendment or modification to any Court order that would materially affect the rights or protections of the DIP Agent

or the DIP Lenders under or in connection with the DIP Facility or the DIP Charge, except with the prior written consent of the Required DIP Lenders, in their sole discretion;

(y) seek or consent to the lifting of the stay of proceedings in the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, as applicable, in favour of the Borrowers, or seek or consent to the appointment of a receiver or trustee in bankruptcy or any similar official in any jurisdiction;

(z) make any changes to the composition of the board of directors of the Borrowers (including the addition, removal or replacement of directors, other than a resignation by a director), other than pursuant to a Court order and with the Required DIP Lenders' approval (in their sole discretion); or

(aa) pay any professional or advisory fees (including any legal fees or expenses) of any other Person (other than the Borrowers, the DIP Agent, the DIP Lenders and the Monitor) that are not provided for in the Approved Cash Flow Forecast, except pursuant to the terms of a binding support agreement with such Person with respect to a Restructuring Transaction that is acceptable to the Required DIP Lenders, or as may otherwise be agreed to by the Required DIP Lenders and the Borrowers (in consultation with the Monitor).

27. **Alternative Financing Arrangement and Sales and Investment Solicitation Process; Expansion:** Use commercially reasonable efforts to: (i) schedule a hearing as soon as feasible and secure an Alternative Financing Arrangement; and (ii) (in consultation with the Monitor and the DIP Lenders) prepare for and pursue a sales and investment solicitation process in form and substance acceptable to the Borrowers and the Supermajority DIP Lenders (the "**SISP**") approved pursuant to a Court order in respect of potential Restructuring Transactions; provided further however that nothing herein shall prohibit the pursuit of a Restructuring Transaction pursuant to a Court approved plan at any time. For the avoidance of doubt, any DIP Lender or the DIP Agent may participate as a bidder in connection with any SISP in respect of potential Restructuring Transactions or Alternative Offtake and Service Agreements.

28. **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) any Court order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacating, amendment or restatement which (i) stays, reverses, vacates or otherwise modifies this Agreement or (ii) adversely affects or would reasonably be expected to adversely affect the interest of the DIP Agent or DIP Lenders in a material manner, unless the DIP Agent or Required DIP Lenders, as applicable, have given their prior written consent thereto, including the issuance of a Court order:

(i) appointing a receiver and manager, receiver, interim receiver or similar official in respect of an Obligor;

(ii) terminating, lifting or amending the stay imposed within the CCAA Proceeding in a manner which, in the opinion of the Required DIP Lenders, acting reasonably, is materially prejudicial to the DIP Lenders;

(iii) granting any other claim or Encumbrance of equal or priority status to that of the DIP Charge, other than the Priority Charges or the Priority Payables; or

(iv) prejudicially affecting the DIP Agent, DIP Lenders or the Collateral;

(b) failure of an Obligor to diligently oppose any party that brings an application or motion for any of the relief set out in subsection 27(a) above and/or the failure to secure the dismissal of such motion or application within 30 days from the date that such application or motion is brought (provided no affirmative Court order is issued on such motion or application during such period);

(c) the CCAA Proceeding is terminated or converted to bankruptcy proceedings;

(d) failure of the Borrowers to pay (i) principal, interest or other amounts when due pursuant to this Agreement or any other document entered into in connection herewith, or (ii) any reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders or the Fronting Lender within two (2) Business Days of being invoiced therefor, and such failure, in the case of each of items (i) and (ii), remains unremedied for more than two (2) Business Days;

(e) any Obligor ceases to carry on or maintain the Business or its assets in the ordinary course of the Business in compliance with the covenants contained in this Agreement, except where such cessation is otherwise consented to in advance in writing by the Required DIP Lenders;

(f) any representation or warranty made or given hereunder by any Obligor shall be incorrect or misleading in any material respect when made;

(g) any material violation or breach of any court order by an Obligor;

(h) failure of an Obligor perform or comply with any term or covenant of this Agreement and such failure shall continue uncured for more than five (5) Business Days after the earlier to occur of (i) any one or more of the Obligors having knowledge of such Event of Default or (ii) written notice of such Event of Default from the DIP Agent to the Borrowers, in either case, at the direction of the Required DIP Lenders to the Borrowers;

(i) any proceeding, motion or application is commenced or filed by the Obligors, or if commenced by another party, supported or

otherwise consented to by the Obligors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facility, the DIP Lenders' Charge, or this Agreement;

(j) an Obligor makes any payments of any kind not permitted by this Agreement, the Approved Cash Flow Forecast (subject to Permitted Variances) or any order of the Court or any failure to remain in compliance with the Approved Cash Flow Forecast, subject to Permitted Variances;

(k) any plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the Required DIP Lenders if such plan does not either provide for the repayment of the obligations under the DIP Facility in full by the Maturity Date, or designate the DIP Lenders as unaffected by such plan;

(l) any Obligor shall file a motion seeking, or take any action supporting a motion seeking, or the Court shall issue, an order, authorizing the sale or liquidation its assets unless, in each case, either (i) the Required DIP Lenders consent to the filing of such motion, , or (ii) the Court order approving such sale or liquidation contemplates payment in full in cash of all the DIP Obligations;

(m) any event or occurrence that materially adversely affects the Obligors, their business or their assets, in each case taken as a whole, as determined by the Required DIP Lenders in their sole discretion;

(n) a default (other than a default resulting from the insolvency of the Borrowers or the commencement of the CCAA Proceeding by the Borrowers, including, for greater certainty, as a result of failure to pay pre-filing amounts as a result of the commencement of the CCAA Proceeding) under any Material Contract, or any material amendment of any Material Contract unless agreed to by the Required DIP Lenders in writing;

(o) any change of control of any one or more of the Obligors without the consent of the Required DIP Lenders;

(p) any Authorization issued to any Obligor is terminated, revoked, or suspended and such termination, revocation, or suspension has or could reasonably be expected to have a material adverse on the operations, financial condition, and/or future prospects of the Obligors taken as a whole;

(q) any Obligor does not comply with any term or condition of the SISP, including without limitation not satisfying any milestone action required to be completed in the SISP by the date on which such milestone action item is required to be completed under the SISP and remaining in compliance with such action item thereafter, as applicable;

(r) the priority of the Liens as contemplated hereby created pursuant to or under the DIP Security in favor of the DIP Agent for the benefit of the DIP Lenders is varied without the consent of the DIP

Agent at the direction of the DIP Lenders or any of such Liens does not have the priority required hereunder for any reason in any jurisdiction;

(s) any Obligor commences an action or any other proceeding in any proceeding or in any other court (i) to obtain any form of relief against the DIP Agent or DIP Lenders (or any one or more of them) including without limitation a proceeding to recover damages from the DIP Agent or the DIP Lenders or to obtain payment of any amounts purported to be owing by the DIP Agent or the DIP Lenders (or any one or more of them) to any Obligor if the DIP Agent or the DIP Lenders (or any one or more of them) disputes any of the same or (ii) to challenge in any way the enforceability of this Agreement or any document entered in connection herewith or the Liens granted under or pursuant to the DIP Security;

(t) any Obligor seeks, or consents to, any amendment of the SISP without the prior written consent of the DIP Agent at the direction of the Supermajority DIP Lenders;

(u) the expiry without further extension of the stay of proceedings in the CCAA Proceeding;

(v) the denial or purported repudiation by any Obligor of the legality, validity, binding nature, or enforceability of this Agreement or any document entered into in connection herewith, or any Obligor commencing any action or proceeding in any proceeding for a declaration or order to such effect;

(w) this Agreement or any other document entered into in connection herewith (and for certainty including without limitation the DIP Security) ceases to be enforceable;

(x) except as stayed by order of the Court, the entry of one or more final judgements, writs of execution, garnishments or attachments representing a claim or claims in excess of $100,000 or the equivalent amount thereof in any other currency, in the aggregate, against any Obligor or the property and assets of any Obligor which are subject to the Liens in favor of the DIP Agent for the benefit of the DIP Lenders that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after its or their entry, commencement or levy;

(y) any Obligor seeks the approval of any Alternative Financing Arrangement by the Court that does not provide for the full repayment in cash of the DIP Facility and the DIP Obligations;

(z) any Obligor shall incorporate, create, or organize any new subsidiaries after the date of this Agreement;

(aa) (i) any changes by any Obligor to the composition of its board of directors or (ii) any Obligor retains or appoints a chief restructuring

officer or Person in a similar role , in each case without the prior consent of the Required DIP Lenders or a Court order.

(bb) any Court order is issued pointing a chief restructuring advisor or similar role, or expending the role of the Monitor, in each case, without the consent of the Required DIP Lenders.

29. **Remedies:** Upon the occurrence and continuance of an Event of Default, the DIP Agent (acting at the direction of the Required DIP Lenders) or the Required DIP Lenders may elect on prior written notice to the Borrowers and the Monitor to:

(a) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility (including the Funding Fee) and declare such amounts to be immediately due and payable;

(b) terminate the DIP Facility;

(c) apply for a Court order, on terms satisfactory to the Monitor and the Required DIP Lenders, providing the Monitor with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral, including applying to the Court for the appointment of a receiver, interim receiver or receiver and manager over the Borrowers or all or certain of their Collateral, or for the appointment of a trustee in bankruptcy in respect of the Borrowers;

(d) exercise the powers and rights of a secured party; and

(e) exercise all such other rights and remedies available to the DIP Lenders hereunder, or pursuant to the Initial Order or otherwise in accordance with applicable Law.

The DIP Agent (acting at the direction of the Required DIP Lenders) may use (for certainty, on the instructions of the Required DIP Lenders in accordance with the definition thereof and section 33) any or all of the DIP Obligations as a credit bid and/or to pay for some or all of the purchase price (including any deposit payable in connection with such transaction) in connection with (a) any purchase of some or all of the properties and assets of the Borrowers and the Guarantors (or any one or more of them), (b) any Restructuring Transaction agreed to by the Borrowers (in consultation with the Monitor) and the Required DIP Lenders, in each case subject to any Court order and such reasonable terms and conditions as may be required in the opinion of the Borrowers (in consultation with the Monitor), each acting reasonably, to protect the Borrowers' restructuring process.

30. **Taxes:** All payments by an Obligor under this Agreement, including any payments required to be made from and after the exercise of any remedies available to the DIP Agent and/or the DIP Lenders upon the occurrence and continuance of an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future Taxes; provided, however, that if any Taxes are required by applicable Law to be

withheld ("**Withholding Taxes**") from any amount payable to the DIP Lenders under this Agreement, the amounts so payable to the DIP Lenders shall be increased to the extent necessary to yield to the DIP Lenders on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Obligors shall provide evidence satisfactory to the Required DIP Lenders that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to the DIP Lenders to account for any Withholding Taxes, the DIP Lenders shall reasonably cooperate with the Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such Withholding Tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by the DIP Lenders to the Borrowers promptly. If reasonably requested by the Borrowers, the DIP Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the DIP Lenders shall cooperate with the Borrowers and assist the Borrowers to minimize the amount of Withholding Tax required, in each case at the Borrowers' sole expense.

31. **Termination by Borrowers** The Borrowers shall be entitled to terminate this Agreement upon notice to the DIP Lenders at any time following the indefeasible payment in full in immediately available funds of all of the outstanding DIP Obligations. Effective immediately upon such termination, all obligations of the Borrowers and the DIP Lenders under this Agreement shall cease, except for those obligations that explicitly survive termination. For greater certainty, all outstanding DIP Obligations in respect of all Advances funded prior to such termination shall become immediately due and payable concurrently with such termination and the DIP Lenders shall not be required to make any further extensions of credit under this Agreement.

32. **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the Required DIP Lenders may reasonably request for the purpose of giving effect to this Agreement.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Agreement and any other documents entered into in connection herewith, this Agreement shall prevail.

34. **Amendments and Waivers:** No waiver or delay on the part of the DIP Lenders in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless

made in writing and delivered in accordance with the terms of this Agreement.

All consents, waivers or amendments to or in connection with this Agreement and the DIP Facility and the transactions contemplated hereby or thereby must be in writing and if approved in writing by the DIP Agent at the direction of the Required DIP Lenders shall be binding on all of the DIP Lenders including those Lenders which did not execute any such consent, waiver or amendment; and any matters, documents or other things required to be acceptable or satisfactory to the DIP Lenders are and shall be deemed to be acceptable and satisfactory to all the DIP Lenders if acceptable or satisfactory to the DIP Agent at the direction of the Required DIP Lenders; provided that and for certainty, no consent, waiver or amendment shall be binding on the DIP Lenders unless each of the DIP Lenders executes a consent, waiver or amendment for any of the following matters: (a) increase the amount of any Lender's DIP Facility commitment amount; (b) change to the Maturity Date; (c) postpone or delay the date for payment of any principal, interest or other DIP Obligations; (d) reduce the principal amount owing by the Borrowers or the rate of interest or any other fees applicable to amounts owing or to become owing hereunder or under the other documents in connection herewith; (e) change the pro rata commitments of any of the DIP Lenders in connection with the DIP Facility; (f) amend this section 33, the definition of "Required DIP Lenders", the definition of "Supermajority DIP Lenders" or any provision providing for consent or other action by all or any specific percentage or portion of the DIP Lenders; (g) discharge any Obligor from its payment obligations under hereunder or under any other document in connection herewith or release any DIP Security except as may be expressly provided for in this Agreement; or (h) amend the terms and conditions of the application of proceeds of any repayments or the sharing of payments; provided further that any consent, amendment, waiver or other modification with respect to this Agreement that would adversely and disproportionately modify the rights of any DIP Lender (in its capacity as such) under the DIP Facility compared to other DIP Lenders shall require the prior written consent of each such affected DIP Lender. Notwithstanding anything to the contrary contained herein, any consent, amendment, waiver or other modification that subordinates, or has the direct or indirect effect of subordinating, (x) any DIP Obligations in right of payment to any other Indebtedness for borrowed money or (y) any Liens securing the DIP Obligations to any Liens securing any other Indebtedness for borrowed money, in each case, shall require the prior written consent of the Supermajority DIP Lenders.

In addition, the Required DIP Lenders shall consult all other DIP Lenders in connection with any consent, waiver, amendment or other modification requiring the consent of the Required DIP Lenders..

35. **Severability:** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining

provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

36. **No Third Party Beneficiary:** No Person, other than the Obligors and the DIP Lenders are entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

37. **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

38. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include provisions pursuant to which DIP Lenders may assign DIP Loans and/or sell participations in DIP Loans. Any DIP Lender may assign its rights and obligations under the DIP Facility, in whole or in part, to any Person acceptable to such DIP Lender, in its sole and absolute discretion.

39. **Notices:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person as set forth below:

in the case of a notice to the Obligors at:

c/o Baffinland Iron Mines Corporation
360 Oakville Place Dr., Suite 300
Oakville, Ontario L6H 6K8

Attention: Mark O'Brien
Email: mark.obrien@baffinland.com

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.
Toronto, ON M5V 3J7
Attention: Natalie Renner and Rob Nicholls
Email: nrenner@dwpv.com and rnicholls@dwpv.com

in the case of a notice to the DIP Agent at:

Shall be sent to all DIP Lenders, until DIP Agent is appointed.

in the case of a notice to the DIP Lenders at:

See Schedule "A".

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenberg@fticonsulting.com

With a copy to, which shall not constitute notice:

Osler, Hoskin & Harcourt LLP
First Canadian Place, 100 King St. W. #6200
Toronto, ON M5H 1H1

Attention: Marc Wasserman and Michael De Lellis
Email: mwasserman@osler.com and mdelellis@osler.com

Any notice delivered or transmitted to a Person as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

In the event that any amount required to be paid hereunder is due on a day which is not a Business Day, such amount shall be paid on the next following Business Day with applicable interest adjustments.

40. **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

41. **Definitions:** For the purposes of this Agreement, unless context otherwise requires, the following terms have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

"**Advance**" has the meaning given to that term in section 8;

"**Advance Notice**" has the meaning given to that term in section 8;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

"**Alternative Financing Arrangements**" means any other agreement or arrangement entered into by the Obligors with any other Person for the provision of debtor-in-possession financing, in accordance with the terms hereof and subject to approval of the Court;

"**Amended and Restated Initial Order**" means the order of the Court entered on May 25, 2026;

"**Alternative Offtake and Service Agreements**" means offtake, service or other agreements in respect of the business of the Borrowers;

"**Approved Cash Flow Forecast**" has the meaning given to that term in section 14;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Collateral or the Business;

"**Benefits Agreement**" means the impact benefits agreement between BIM Corp. and the Qikiqtani Inuit Association dated September 6, 2013, as amended on October 22, 2018, and as may be further amended, supplemented or amended and restated from time to time;

"**Borrowers**" has the meaning given to that term in the recitals;

"**Borrowers' Account**" has the meaning given to that term in section 19;

"**Business**" means the business of iron ore mining at the Mary River Mine on Baffin Island in Nunavut, Canada;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all now-owned and hereafter-acquired assets and property of the Obligors, real and personal, tangible or intangible and all proceeds therefrom, including the Borrowers' Account and all assets used in the Business;

"**Commodity Agreement**" means, with respect to any Person, any commodity future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Court**" has the meaning given to that term in the recitals;

"**Currency Agreement**" means, with respect to any Person, any foreign exchange future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Default**" means the occurrence or existence of any event, fact or circumstances, that with the giving of notice, passage of time, or both, would constitute an Event of Default;

"**Default Rate**" has the meaning given to that term in section 12;

"**DIP Agent**" has the meaning given to that term in section 6;

"**DIP Charge**" has the meaning given to that term in section 17;

"**DIP Facility**" has the meaning given to that term in section 7;

"**DIP Lenders**" has the meaning given to that term in section 6;

"**DIP Lender Expenses**" has the meaning given to that term in section 13;

"**DIP Obligations**" has the meaning given to that term in section 17;

"**DIP Security**" means the DIP Charge and any and all security documents granted by the Obligors providing for a security interest in the Collateral and related personal property security registrations made in favour of the DIP Agent, for the benefit of the DIP Lenders, in connection with such security interest together with such confirmations, financing statements, renewals, amendments, discharges, insurance endorsements, opinions or other documents as may be reasonably requested by the Required DIP Lenders as security for the DIP Obligations;

"**EDC**" means Export Development Canada;

"**EDC Credit Agreement**" means that certain credit agreement dated as of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto and EDC, as lender;

"**Encumbrances**" means any hypothec, encumbrance, lien, charge, pledge, deposit arrangement, mortgage, title retention agreement, trust, deemed trust, security interest of any nature, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege, or any other arrangement or condition that in substance or effect secures payment or performance of an obligation, or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in section 27;

"**Funding Fee**" has the meaning given to that term in section 12;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or

purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement;

"**Holder AHG**" means an ad hoc group of Holders providing DIP Loans hereunder.

"**Holders**" means holders of the notes under the Indenture.

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all letters of credit, letters of guarantee and similar instruments, notes or other similar instruments, (c) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, (d) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, (e) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, and (f) all obligations of such Person to otherwise assure a creditor against loss (for certainty, Hedging Obligations incurred by an Obligor in the ordinary course shall not be considered Indebtedness for purposes of this Agreement);

"**Indemnified Persons**" has the meaning given to that term in section 22;

"**Indenture**" means that certain Senior Secured Notes Indenture, dated as of June 27, 2018 (as amended, amended and restated or otherwise modified from time to time prior to the date of this Agreement), by and among the Borrowers, as issuers and the Indenture Agent;

"**Indenture Agent**" means Wilmington Trust, National Association, as trustee and collateral;

"**Initial Advance**" has the meaning given to that term in section 8;

"**Initial Advance Conditions**" has the meaning given to that term in section 15;

"**Initial Order**" means the order of the Court entered on May 15, 2026;

"**Interest Payment Date**" has the meaning given to that term in section 14;

"**Interest Period**" has the meaning given to that term in section 12;

"**Interest Rate Agreement**" means, with respect to any Person, any interest rate future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Interest Rate**" has the meaning given to that term in section 12;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local or foreign, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in section 7;

"**Maturity Date**" has the meaning given to that term in section 20;

"**Stated Maturity Date**" has the meaning given to that term in section 20;

"**Monitor**" means FTI Consulting Canada Inc., as the court-appointed monitor of the Borrowers and Nunavut Iron Ore Mines, Inc.;

"**Obligors**" has the meaning given to that term in section 5;

"**Permitted Liens**" means (i) the Permitted Priority Liens; (ii) the DIP Charge; (iii) any charges created under the Initial Order or other Court order subsequent and subordinated in priority to the DIP Charge; (iv) Liens existing prior to the Filing Date; and (v) inchoate statutory Liens arising after the Filing Date in respect of any accounts payable arising after the Filing Date in the ordinary course of business;

"**Permitted Priority Liens**" means (i) the Priority Charges; (ii) any Lien in respect of amounts payable by the Borrowers for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by applicable Law and only to the extent that the priority of such amounts has not been subordinated to the DIP Charge granted by the Court; and (iii) such other Liens existing as of the Filing Date that have not been subordinated to the DIP Charge granted by the Court.

"**Permitted Variance**" means, for each Testing Period, (A) a negative variance of (i) more than 10.0% of projected receipts for such Testing Period; (ii) more than 10.0% of projected receipts for the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period; (iii) more than 10.0% of projected disbursements for such Testing Period; and (iv) more than 10.0% of projected disbursements for the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period or (B) to the extent any Approved Cash Flow Forecast sets forth a permitted variance with respect to a specific line item, such variance as specified therein.

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee;

"**Priority Charges**" has the meaning given to that term in section 17;

"**Priority Payables**" means HST, all sales Tax and any amount payable or accrued by a Borrower which is secured by an Encumbrance which ranks or is capable of ranking prior to or *pari passu* with the Encumbrances created in connection with the DIP Charge (other than the Priority Charges) including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, construction trusts or construction liens, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the Encumbrances created in connection with the DIP Charge;

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;

"**Required DIP Lenders**" means, as of any time of determination, DIP Lenders holding more than 50% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time;

"**Second Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the Required DIP Lenders and obtained on application made on notice to the service list in the CCAA Proceeding and to such Persons as the Required DIP Lenders and Obligors determine, acting reasonably, among other things, amending and restating the Amended and Restated Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;

"**Senior Agents**" means, collectively, Alter Domus (US) LLC, as administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, under the Senior Credit Agreement;

"**Senior Credit Agreement**" means that certain revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated May 27, 2025 and the sixth amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto, the Senior Lenders and the Senior Agents;

"**Senior Lenders**" means the lenders under the Senior Credit Agreement;

"**Senior Secured Notes**" means the senior secured notes issued under the Indenture;

"**SISP**" has the meaning given to that term in section 26;

"**Steensby Expansion**" has the meaning given to that term in section 23;

"**Subsequent Advance**" has the meaning given to that term in section 8;

"**Supermajority DIP Lenders**" means, as of any time of determination, DIP Lenders holding not less than 66.67% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time; provided that, at all times, "Supermajority DIP Lenders" must include at least three (3) DIP Lenders, which DIP Lenders are not affiliates of each other.

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums and assessments imposed by any Governmental Authority, including all interest, penalties, fines or additions to tax imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"**Updated Cash Flow**" has the meaning given to that term in section 14;

"**Variance Report**" means a report with calculations in form and substance satisfactory to the Required DIP Lenders and the Monitor acting reasonably setting forth for all Obligors (i) actual receipts and disbursements for the preceding two-week period (each such period, a Testing Period) for each line item in the Approved Cash Flow Forecast for such previous two-week period, and (ii) actual receipts and disbursements on a cumulative basis since the beginning of the period covered by the then operative Approved Cash Flow Forecast, in each case as against the then operative Approved Cash Flow Forecast, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof in the then operative Approved Cash Flow Forecast. Each Variance Report shall include reasonably detailed explanations for any variances for either receipts or disbursements, in each case exceeding five percent (5%) of the Approved Cash Flow Forecast for each line item in the Approved Cash Flow Forecast and all items on a cumulative basis during the relevant period; and

"**Withholding Taxes**" has the meaning given to that term in section 29.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

BRIGADE CAPITAL MANAGEMENT, LP, AS INVESTMENT ADVISOR TO ITS VARIOUS FUNDS AND ACCOUNTS

by _____

Patrick Criscillo

Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

POLEN CAPITAL CREDIT, LLC, on behalf of certain funds and accounts it manages and/or advises

by

Name: Elizabeth Duggan

Title: Authorized Signatory

Docusign Envelope ID: 98929221-54FF-8C00-8003-57715E7A67AD

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

CITADEL ADVISORS LLC ON BEHALF OF ONE OF MORE FUNDS FOR WHICH IT IS MANAGER OR PORTFOLIO MANAGER

Signed by:

By: Jonny Cheatle
49389E34A3604AB...

Jonny Cheatle

Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

HARTREE PARTNERS, LP
BY ITS GENERAL PARTNER,
HARTREE PARTNERS GP, LLC

By _____

OPPS XII BLIM Holdings, L.P.

By: Oaktree Fund GP IIA, LLC

Its: General Partner

By: Oaktree Fund GP II, L.P.

Its: Managing Member

By: David Nicoll _____

Name: David Nicoll
Title: Authorized Signatory

By: Ross Rosenfelt _____

Name: Ross Rosenfelt
Title: Authorized Signatory

Docusign Envelope ID: 27BE7D65-BF5F-89C3-83A1-5124BACCEBC0

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

HARTREE PARTNERS, LP
BY ITS GENERAL PARTNER,
HARTREE PARTNERS GP, LLC

By

OPPS XII BLIM Holdings, L.P.

By: Oaktree Fund GP IIA, LLC

Its: General Partner

By: Oaktree Fund GP II, L.P.

Its: Managing Member

By:_____

By:_____

SCHEDULE A

DIP FACILITY COMMITMENTS

<table>
<tr><th>DIP Lender</th><th>DIP Commitment</th><th>Notice Address</th><th>Copies of Notice To:</th></tr>
<tr><td>Brigade Capital Management, LP</td><td>$5,000,000</td><td colspan="2" rowspan="3">Ad Hoc Committee of Senior Secured Noteholders
c/o Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York
10022
Attention: Ira Dizengoff, Meredith Lahaie and Lucas Charleston
Email: idizengoff@akingump.com, mlahaie@akingump.com and lcharleston@akingump.com
AND
Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
Toronto, Ontario
M5H 0B4
Attention: Ryan Jacobs and Michael Wunder
Email: rjacobs@cassels.com and mwunder@cassels.com</td></tr>
<tr><td>Citadel Advisors LLC</td><td>$1,500,000</td></tr>
<tr><td>Polen Capital Credit, LLC</td><td>$11,000,000</td></tr>
<tr><td>OPPS XII BLIM Holdings, L.P.</td><td>$42,000,000</td><td>Oaktree Capital Management
555 South Flower Street, 36th Floor
Los Angeles, CA 90071
Attention: David Nicoll
Email: dnicoll@oaktreecapital.com</td><td rowspan="2">Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Brian S. Hermann; Brian Bolin; Joseph Graham
Email: bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com
AND
Stikeman Elliott LLP
5300 Commerce Court West, 199 Bay Street
Toronto, ON M5L 1B9
Attention: Maria Konyukhova
Email: mkonyukhova@stikeman.com</td></tr>
<tr><td>Hartree Partners, LP</td><td>$10,500,000</td><td>Hartree Partners, LP
1185 Avenue of the Americas, New York, NY 10036
Attention: Scott Potolsky
Email: HMFI-notices@hartreepartners.com
CC: legalNY@hartreepartners.com</td></tr>
<tr><td>Total…….</td><td>$70,000,000</td><td></td><td></td></tr>
</table>

SCHEDULE B

APPROVED CASH FLOW FORECAST

NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION and 12334992 CANADA INC.

Illustrative Consolidated Cash Flow Projections

($USD in millions)		*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*
Forecast Week Ending	**Note**	**Jun 5**	**Jun 12**	**Jun 19**	**Jun 26**	**Jul 3**	**Jul 10**	**Jul 17**	**Jul 24**	**Jul 31**	**Aug 7**	**Aug 14**	**Aug 21**	**Aug 28**	**Total**
Forecast Week	**[1]**	1	2	3	4	5	6	7	8	9	10	11	12	13	
Receipts															
Total Receipts		10.5	13.7	-	6.9	-	12.8	-	5.4	-	16.0	2.1	15.6	2.1	85.0
Total Commercial Payments		-	-	-	-	-	-	-	(1.9)	-	(3.2)	(3.2)	(3.2)	(3.2)	(14.5)
Total Receipts	**[2]**	**10.5**	**13.7**	**-**	**6.9**	**-**	**12.8**	**-**	**3.6**	**-**	**12.9**	**(1.1)**	**12.4**	**(1.1)**	**70.5**
Operating Disbursements															
Labour	**[3]**	(0.0)	(5.4)	(0.0)	(5.5)	(0.0)	(3.2)	(2.3)	(3.6)	(2.9)	(3.8)	(2.3)	(3.8)	(2.3)	(35.1)
Vendor Payments	**[4]**	(4.9)	(26.8)	(2.3)	(1.6)	(2.5)	(2.5)	(2.5)	(2.5)	(1.9)	(2.8)	(2.8)	(2.8)	(2.1)	(58.1)
Sealift Purchases	**[5]**	(0.5)	(5.1)	(5.1)	(11.9)	(4.6)	-	(21.8)	-	-	-	-	-	(21.8)	(70.9)
Equipment Leases		(0.0)	(0.2)	-	-	-	(0.6)	-	-	-	(0.2)	-	-	-	(1.0)
Sustaining Capital Costs	**[6]**	-	(4.7)	(4.7)	(4.7)	-	(0.9)	(0.9)	(0.9)	(0.9)	(0.6)	(0.6)	(0.6)	(0.6)	(20.0)
Total Operating & Sustaining Capital Costs		**(5.5)**	**(42.1)**	**(12.1)**	**(23.8)**	**(7.2)**	**(7.3)**	**(27.6)**	**(7.1)**	**(5.7)**	**(7.3)**	**(5.6)**	**(7.1)**	**(26.7)**	**(185.1)**
Overhead Costs	**[7]**	(1.3)	(0.7)	(0.8)	(0.7)	(0.5)	(0.6)	(0.5)	(0.3)	(1.4)	(0.8)	(0.4)	(0.5)	(0.4)	(8.9)
Exploration Costs	**[8]**	(0.8)	(0.8)	(0.8)	(0.8)	-	(1.1)	(1.1)	(1.1)	(1.1)	(0.9)	(0.9)	(0.9)	(0.9)	(11.4)
Steensby Project Costs	**[9]**	-	(2.8)	(2.8)	(3.5)	(1.8)	(1.8)	(1.8)	(1.8)	(2.5)	(2.3)	(2.3)	(2.3)	(11.6)	(37.4)
Other Costs	**[10]**	-	(4.0)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(2.4)	(0.5)	(0.5)	(0.5)	(11.4)
Net Cash Flow		**2.9**	**(36.8)**	**(17.1)**	**(22.3)**	**(10.0)**	**1.5**	**(31.5)**	**(7.3)**	**(11.3)**	**(0.9)**	**(10.8)**	**1.1**	**(41.3)**	**(183.7)**
Cash															
Beginning Balance (excl. Restricted Cash)		2.8	5.7	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	2.8
Net Cash Flow		2.9	(36.8)	(17.1)	(22.3)	(10.0)	1.5	(31.5)	(7.3)	(11.3)	(0.9)	(10.8)	1.1	(41.3)	(183.7)
Debt Advances (Repayments)	**[11]**	-	51.0	17.1	22.3	10.0	(1.5)	31.5	7.3	11.3	0.9	10.8	(1.1)	41.3	200.9
Ending Cash Balance		**5.7**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**

Nunavut Iron Ore, Inc., Baffinland Iron Mines Corporation and 12334992 Canada Inc. (collectively, the "Company")
Assumptions to the Cash Flow Forecast

The Company's cash flow forecast (the "Forecast") is presented in millions of United States dollars. Any estimates in Canadian dollars have been translated at a foreign exchange rate of 1.38:1.

In preparing this cash flow forecast, the Company has relied upon unaudited financial information and has not attempted to further verify the accuracy or completeness of such information. The Forecast includes assumptions described below with respect to the requirements and impact of a filing under the Companies' Creditors Arrangement Act. Since the Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Forecast period will vary from the Forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.

[1] **Purpose:** The purpose of the Forecast is to estimate the Company's liquidity requirements during the period May 30, 2026 to August 28, 2026 (the "**Forecast Period**").

[2] **Receipts**: Receipts from the Company's off-take financing partner are based on forecast invoice amounts under the 2026 off-take agreement. Off-take receipts are received throughout the year, while inventory buyback and shipping sales occur during July to October each year. The Company has hedged approximately half of its 2026 production. Commercial Payments relate to shipping and freight costs associated with delivering sales.

[3] **Labour**: Forecast based on planned production levels at Mary River Mine and management and overhead labour required to support same. The Company is current with all labour costs and related CRA payments.

[4] **Vendor Payments**: Disbursements to commercial vendors, freight suppliers, government entity payments and various other operating costs required to facilitate continued mine operations. Includes an estimated amount that may be required to be paid to critical vendors for pre-filing amounts. Also includes amounts owed to the Qikiqtani Inuit Association and related parties in accordance with the Benefits Agreement as of May 15, 2026.

[5] **Sealift Purchases**: Disbursements for consumables, freight, fuel and vendor pre-payment amounts required for shipment of goods to the Mary River Mine during the Sealift window.

[6] **Sustaining Capital Costs**: Capital costs necessary to support and maintain operations at the Mary River Mine.

[7] **Overhead Costs**: Payments for office general and administrative expenses, land lease payment to the QIA and insurance instalment payments.

[8] **Exploration**: Exploration costs are associated with location identification, discovery, and quantity and quality assessments of deposits in the Mary River Mine area.

[9] **Steensby Project Costs**: Costs to advance the Steensby project, as well as stripping costs for movement of surface material usable towards the Steensby Railway.

[10] **Other Costs**: Professional Fees, Interest costs, and costs to support LC issuance.

[11] **Liquidity:** The Company estimates it will require approximately $201 million of liquidity for the period May 30, 2026 to August 28, 2026 under the set of assumptions outlined above and included in the Forecast. The Forecast assumes, among other things, that (i) the company continues on a growth oriented mining plan and continues to incur associated stripping costs in order to achieve 22 Mtpa of iron ore production capacity by 2030, (ii) all major sealift items (fuel, parts, tires) continue to be cash purchased (and not brought to site on consignment), and (iii) major site services and related overheads remain unchanged. Note that the Forecast does not include amounts for interest, fees or other cost of capital considerations.

SCHEDULE C

LOAN GUARANTY

(a) Each Guarantor hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the DIP Agent for the ratable benefit of the DIP Lenders and the other secured parties (the "**Guaranty**") the full and prompt payment, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the DIP Obligations (collectively the "**Guaranteed Obligations**"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Guarantor, unconditionally and irrevocably, promises to pay such indebtedness to the DIP Agent and/or the DIP Lenders or the other secured parties, on demand, together with any and all expenses which may be incurred by the DIP Agent and the DIP Lenders in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with this Agreement.

(b) Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the DIP Agent or any DIP Lender to sue any Borrower, any other Guarantor or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any collateral securing all or any part of the Guaranteed Obligations. The DIP Agent may enforce this Loan Guaranty upon the occurrence and during the continuance of an Event of Default.

(c) No Discharge or Diminishment of Guaranty.

(i) Except as otherwise provided for herein, the obligations of each Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason, including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Obligated Party; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against any Obligated Party, the DIP Agent, any DIP Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a Guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the Borrowers or (ix) any payment made to the DIP Agent or any DIP Lender on the Guaranteed Obligations which any such DIP Agent or DIP Lender repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(ii) Except for termination of a Guarantor's obligations hereunder, the obligations of each Guarantor hereunder are not subject to any defense (other than defense of payment resulting in a payment in full in cash of the Guaranteed Obligations)

or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(iii) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the DIP Agent or any DIP Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other Guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the DIP Agent or any DIP Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(d) Defenses Waived. To the fullest extent permitted by applicable law and except for termination of a Guarantor's obligations hereunder, each Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Guarantor or arising out of the disability of the Borrowers or any other Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Guarantor. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurrence of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right to require the DIP Agent or any DIP Lender to (i) proceed against any Borrower, any other Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other Guarantor or any other party or (iii) pursue any other remedy in any DIP Agent's or DIP Lenders' power whatsoever. The DIP Agent may, at its election, foreclose on any collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, and the DIP Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Guarantor under this Guaranty. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Obligated Party or any security.

(e) Authorization. The Guarantors authorize the DIP Agent and the DIP Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time, to:

(i) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(ii) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(iii) exercise or refrain from exercising any rights against any Obligor or others or otherwise act or refrain from acting;

(iv) release or substitute any one or more endorsers, Guarantors, or the Borrowers, or other obligors;

(v) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the DIP Agent or DIP Lenders;

(vi) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the DIP Agent or DIP Lenders regardless of what liability or liabilities of the Borrowers remain unpaid;

(vii) consent to or waive any breach of, or any act, omission or default under, this Agreement or any of the instruments or agreements referred to herein, or otherwise amend, modify or supplement this Agreement or any related documents or other such instruments or agreements; and/or

(viii) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Guarantors from their respective liabilities under this Loan Guaranty.

(f) Rights of Subrogation. Any indebtedness of the Borrowers now or hereafter owing to any Guarantor is hereby subordinated to the Obligations owing to the DIP Agent and the DIP Lenders; and if the DIP Agent so requests at a time when an Event of Default exists, all such indebtedness of the Borrowers to such Guarantor shall be collected, enforced and received by such Guarantor for the benefit of the DIP Agent and the DIP Lenders and be paid over to the DIP Agent on behalf of the DIP Lenders on account of the Guaranteed Obligations, but without affecting or impairing in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(g) Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the

Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Guarantors forthwith on demand by the DIP Agent.

(h) Liability Cumulative. The liability of each Guarantor under this Loan Guaranty is in addition to and shall be cumulative with all liabilities of such Guarantor to the DIP Agent and the DIP Lenders under this Agreement and any related documents to which such Guarantor is a party or in respect of any obligations or liabilities of the other Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

DIP FACILITY LOAN AGREEMENT

DATED AS OF ~~■~~May 25, 2026

WHEREAS Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, the "**Borrowers**") have requested the DIP ~~Lender~~Lenders (defined below) to provide funding in order to assist with proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") to be commenced before the Ontario Superior Court of Justice – Commercial List (the "**Court**") in accordance with the terms and conditions set out herein (the "**CCAA Proceeding**");

AND WHEREAS the DIP ~~Lender has~~Lenders have agreed to provide the DIP Facility (defined below) in accordance with the terms and conditions set out below to provide financing in order to fund certain obligations of the Borrowers to allow them time to implement the most efficient restructuring and financing to maximize value to all stakeholders.

NOW THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1.	**Defined Terms:**	A capitalized term not defined in the body of this Agreement has the meaning ascribed to it in the Definitions section below.
2.	**Interpretation:**	In this Agreement, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation". The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. References in this Agreement to Sections or Schedules are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise.
3.	**Currency:**	Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America.
4.	**Borrowers:**	Baffinland Iron Mines Corporation ("**BIM Corp**") and Baffinland Iron Mines LP ("**Baffin LP**" and, together with BIM Corp, the "**Borrowers**").
5.	**Guarantors:**	Means Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Guarantors**" and collectively with the Borrowers, the "**Obligors**").
6.	**DIP ~~Lender~~Lenders:**	The institutions described in Schedule A (on behalf of themselves and their affiliates and managed funds) hereby commit to provide the DIP Facility, on a several and not joint basis, in the respective amounts set forth adjacent to each such institution's name in Schedule A upon the terms and conditions set forth in this Agreement (collectively, the **"DIP**

Lenders").

An institution acceptable to the Required DIP Lenders shall act as administrative agent and as collateral agent for the DIP Facility (in such capacities, the "**DIP Agent**").

An institution acceptable to the Required DIP Lenders shall act as fronting lender (the "**Fronting Lender**") pursuant to which the Fronting Lender shall fund each Advance on behalf of the DIP Lenders and subsequently assign such funded DIP Loans to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and the each of the DIP Lenders. The Fronting Lender shall be a "DIP Lender" for all purposes herein so long as the Fronting Lender holds commitments in respect of the DIP Facility or any DIP Loans.

■ (the "**DIP Lender**").Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include the DIP Agent and the Fronting Lender as parties hereto and to, among other things, add customary agency provisions for the benefit of the DIP Agent and fronting lender provisions for the benefit of the Fronting Lender, in each case, that are acceptable to the Borrowers, the DIP Agent, the Required DIP Lenders and the Fronting Lender (solely with respect to the fronting lender provisions), in each case, acting reasonably.

7. **DIP Facility:** The DIP Lender agreesLenders agree to establish in favour of the Borrowers a debtor-in-possession revolving creditdelayed draw term loan facility (the "**DIP Facility**" and, the loans thereunder, the "**DIP Loans**") in the principal amount equal to [$**300,000,000]** (70 million (collectively, the "**Loan Amount**").

The DIP Facility is a revolving credit facility and, accordingly, amounts Advanced pursuant to Section 8 may be repaid and reborrowed by the Borrowers until the Maturity Date.

8. **DIP Advances:** An initial advance under the DIP Facility in the principal amount of $**[25,000,000]**50 million (the "**Initial Advance**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) onwithin one (1) Business Day after the date of the entry of the Second Amended and Restated Initial Order (defined below), provided the Initial Advance Conditions are satisfied as of such date.

Subsequent advances under the DIP Facility (each, a "**Subsequent Advance**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) as agreed by the Borrowers and the Required DIP Lenders, with each Subsequent Advance being in an amount no less than $20 million against the Approved Cash Flow Forecast, in each case subject to the satisfaction of the Subsequent Advance Conditions (as defined below). The sum of the Initial Advance and the Subsequent Advances shall not exceed the Loan Amount. The timing and amount of each Subsequent Advance shall be determined based on the funding needs of the Borrowers as set

forth in the Approved Cash Flow Forecast, and Subsequent Advances shall only be available and provided hereunder after the Borrowers have received the entirety of the Initial Advance.

Advances under the DIP Facility, other than the Initial Advance (each, an "**Advance**") require a written notice to be delivered to the DIP ~~Lender~~Agent and the DIP Lenders, at least ~~two~~three (3) Business Days prior to the requested date of the Advance, or such shorter period as may be agreed by the Required DIP ~~Lender~~Lenders in advance (each, an "**Advance Notice**"), which has been approved by the Monitor and executed by an officer of the Borrowers setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; and (c) certification that the representations and warranties contained herein are true and correct in all material respects as of such date.

~~The DIP Lender~~Each Advance, on behalf of and at the request of each of the DIP Lenders, shall be provided by and funded to the DIP Agent by the Fronting Lender and subsequently assigned to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each DIP Lender. The Fronting Lender shall deposit into the Borrowers' Account the amount requested by the Borrowers pursuant to the Advance Notice on the requested date of the Advance~~; provided that the conditions in section 16 are satisfied as of such date; other in in~~, net of all fees, costs and expenses to be paid in connection with such Advance pursuant to a funds direction to be delivered priori to the date of such Advance; provided that (x) with respect ~~of~~to the Initial Advance ~~which shall be deposited into the Borrowers' Account on the date of~~, the Initial ~~Order; provided the Initial~~ Advance Conditions are satisfied as of such date and (y) with respect to each Advance after the Initial Advance, the applicable conditions described in this section 8 and the applicable Subsequent Advance Conditions are satisfied as of such date.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used solely by the Borrowers in accordance with the Approved Cash Flow Forecast, which shall include provision for payment, in all respects subject to and to the extent included in the Approved Cash Flow Forecast, of (i) the fees of the Monitor and its counsel and counsel for the Borrowers, (ii) interest, fees (including the Funding Fee) and other amounts owing to the DIP ~~Lender~~Lenders under this Agreement, and (iii) pre and post-filing expenses payable ~~under~~to the DIP Lenders or their advisors under the Senior Credit Agreement, the Indenture, or the DIP Facility (including, without limitation, those set forth in section 13) and ordinary course payments for the Borrowers' working capital needs during the CCAA Proceeding, including, post-filing accounts payable in the ordinary course of the Business and Priority Payables, ~~(iv) royalty payments under the Royalty Agreements, and (v) amounts payable under the Benefits Agreement. No~~as set forth in the Approved Cash Flow Forecast. Without the prior written consent of the Required DIP Lenders no proceeds may be used for any other purpose ~~except with the prior written approval of the DIP Lender, acting reasonably~~, and no expenditures shall be made, for any purpose that is not included in the

Approved Cash Flow Forecast.

10. **Assignment by the Borrowers:** The Borrowers shall not be permitted to assign this Agreement without the prior written consent of theeach DIP Lender.

11. **Evidence of Indebtedness:** The DIP LenderAgent shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP LenderAgent register constitutes, in the absence of manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP LenderLenders pursuant to the DIP Facility.

12. **Interest; Fees** All amounts owing by the Borrowers hereunder to the DIP LenderLenders on account of the principal, overdue interest and expenses shall bear interest at ■%a rate per annum (the "equal to Adjusted Term SOFR (which, for purposes of this Agreement, shall have the meaning given to such term in the Senior Credit Agreement, treating the DIP Loans as SOFR Loans thereunder and utilizing a one-month Interest Period as set forth below) plus 7.00%, payable entirely in cash on each Interest Payment Date (the "**Interest Rate**"). To the extent permitted by Law, effective upon the occurrence of and during the continuance of an Event of Default, all amounts owing to the DIP LenderLenders hereunder by the Borrowers on account of principal, overdue interest and expenses shall bear interest at the Interest Rate plus an additional 2% per annum (the Interest Rate, as increased, the "**Default Rate**").

All interest hereunder shall be computed on the basis of a year of 365 or 366360 days (as applicable) and shall accrue and be calculated daily and payable in cash, monthly in arrears on the last Business Day of each month (each, an "**Interest Payment Date**"); provided that unless otherwise agreed by the Required DIP LenderLenders, interest accruing at the Default Rate shall be payable in cash on demand, both before and after demand and judgment.

In the case of an Advance, the first "**Interest Period**" shall commence on and include the date of such Advance and shall end on and exclude the next following Interest Payment Date. Thereafter, in the case of such Advance, the Interest Period shall commence on and include the Interest Payment Date and end on and exclude the next Interest Payment Date or the Maturity Date, whichever is earlier.

Upon the indefeasible repayment in full of the DIP Facility and all other DIP Obligations and cancellation of all remaining commitments in respect thereof, the Borrowers shall pay an exit fee, in cash, in an amount equal to 3% of the aggregate committed amount of the DIP Facility, being equal to $1,200,000 (the "**Funding Fee**"), which Funding Fee is fully earned on execution hereof, provided that the Funding Fee shall not be payable if the DIP Facility and all DIP Obligations are repaid in full from an Alternative Financing Arrangement before the Stated Maturity Date.

The Funding Fee shall constitute part of the DIP Obligations, shall be secured by the DIP Charge, and shall bear interest at the Interest Rate (or, after the occurrence and during the continuance of an Event of Default, the Default Rate).

13. **Other Costs and Expenses:** The Borrower shall pay all reasonable and documented third-party costs and expenses of the DIP Agent, the DIP Lenders and the Fronting Lender for all due diligence and all reasonable and documented fees, expenses and disbursements of ~~outside counsel~~advisors (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG) in connection with the preparation, negotiation and consummation of this Agreement ~~and~~or any other Restructuring Transaction, the administration of the DIP Facility and participation in the CCAA Proceeding, including any reasonable and documented third-party costs and expenses incurred by the DIP Agent, the DIP Lenders and the Fronting Lender in connection with the enforcement of any of the rights and remedies available hereunder or under the DIP Security (collectively, the "**DIP Lender Expenses**"). The DIP Lender Expenses shall form part of the DIP Obligations secured by the DIP Charge (as defined below). All accrued DIP Lender Expenses incurred prior to date of the Initial Advance (including prior to the filing of the CCAA Proceeding) shall be paid in full through deduction from the Initial Advance.

14. **Approved Cash Flow Forecast:** Attached hereto as Schedule ~~A~~B is a detailed cash flow projection (the "**Approved Cash Flow Forecast**"), which is in form and substance satisfactory to the Required DIP ~~Lender~~Lenders and which ~~includes~~may include, *inter alia*, provision for payments on account of any interest and expenses which may be payable under the DIP Facility, rent and other occupancy costs, supplier payments, post-filing accounts payable in the ordinary course of the Business, Priority Payables, payments of amounts payable under the ~~Royalty Agreements and the~~ Benefits Agreement, and the costs and expenses associated with the CCAA Proceeding.

Notwithstanding any other provision of this Agreement, neither the DIP Agent nor the DIP Lenders shall be obligated to make any advance under the DIP Facility which does not comply with or adhere to the Approved Cash Flow Forecast. The Approved Cash Flow Forecast may only be updated with the consent of the Required DIP Lenders, in their sole discretion.

~~The Borrowers, with the assistance of the Monitor, may from time to time present the DIP Lender with a revised budget substantially in the form of the current Approved Cash Flow (the "**Updated Cash Flow**"). Subject to the written approval of the DIP Lender (acting reasonably),~~

~~the Updated Cash Flow shall thereafter be deemed to be the effective Approved Cash Flow for the purposes hereof.~~For the avoidance of doubt, the Approved Cash Flow Forecast will include payment of all reasonable and documented out of pocket fees and expenses of advisors to EDC, the Senior Agents, the Senior Lenders and the Holder AHG (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG).

15. **Conditions Precedent to the Initial Advance:** The DIP ~~Lender's~~Lenders' obligation to make the Initial Advance hereunder from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Initial Advance Conditions**"):

(a) ~~The~~the Court shall have issued the Second Amended and Restated Initial Order in form and substance satisfactory to the DIP Agent, the Required DIP Lenders and the Fronting Lender, acting reasonably, among other things:

~~(i) granting the Obligors protection under the CCAA;~~

~~(ii) appointing the Monitor;~~

(i) ~~(iii)~~ authorizing and approving ~~the Initial Advance and approving~~ this Agreement ~~for the purpose of making the Initial Advance; and~~;

(ii) ~~(iv)~~ granting the DIP Charge and the priority of the DIP Charge contemplated in this Agreement~~,~~ ;

(iii) granting a stay of proceedings until no earlier than September 30, 2026;

(v) providing for provisional execution in respect of any and all Advances made and/or Liens and/or charges granted for the DIP Loans, including the DIP Charge;

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP ~~Lender~~Lenders, in ~~its~~their sole discretion;

(b) ~~All~~all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder will be paid from the proceeds of the Initial Advance on the date of the Initial Advance; and

(c) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(d) ~~(c) No~~no Default or Event of Default shall have occurred and be continuing or will occur as a result of the Initial Advance~~.~~;

(e) the DIP Agent and the Required DIP Lenders shall be satisfied that there are no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof; and

(f) the Obligors shall have delivered to the DIP Agent customary officer's certificates and authorizing directors' resolutions, in form and substance satisfactory to the Required DIP Lenders.

16. **Conditions Precedent to Advances of the Loan Amount (other than the Initial Advance):**

The DIP ~~Lender's~~Lenders' agreement to make any additional Advances available from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Subsequent Advance Conditions**"):

~~(a) The Court shall have issued an Amended and Restated Initial Order (if necessary) in form and substance satisfactory to the DIP Lender, acting reasonably, among other things:~~

~~(i) authorizing and approving this Agreement;~~

~~(ii) granting the DIP Charge (defined below) and the priority of the DIP Charge contemplated in this Agreement;~~

~~(iii) granting a stay of proceedings until a date that is at least **[■ weeks]** after the date of the Initial Order;~~

(a) ~~and~~ the ~~operation and effect of such order~~Second Amended and Restated Initial Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP ~~Lender~~Lenders, in ~~its~~their sole discretion;

(b) ~~The~~the Second Amended and Restated Initial Order ~~(if necessary)~~ has not been amended, restated or modified in a manner that materially adversely affects the rights, remedies or interests of the DIP ~~Lender, in its sole discretion,~~Lenders without the prior written consent of the Required DIP Lenders; *provided* that any such modification which would require the consent of a given DIP Lender under section 33 hereof be subject to such DIP Lenders' consent;

(c) ~~The~~the DIP ~~Lender~~Lenders shall have received an Advance Notice in accordance with the terms hereof;

(d) the DIP Lenders shall have received an updated Approved Cash Flow Forecast, if requested by the DIP Lenders;

(e) ~~(d) All~~all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder have been paid or will be paid from the

proceeds of the requested Advance on the date of the applicable Advance;

(f) ~~(e) There~~there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(g) ~~(f) No~~no Default or Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance;~~ and~~

(h) ~~(g) The~~the Obligors shall be in compliance in all material respects with all covenants and obligations contained in this Agreement~~.~~;

(i) the Borrowers are in compliance with the current Approved Cash Flow Forecast (subject to Permitted Variances) as at the date of the proposed Advance; and

(j) all conditions precedent in section 15 immediately above in this Agreement shall have been and continue to be satisfied on the date of such Advance.

17. **DIP Charge:** All of the obligations of the Obligors under or in connection with the DIP Facility, including without limitation, all principal, interest, fees and amounts owing in respect of reasonable and documented third-party expenses of the DIP Agent, the DIP Lenders and the Fronting Lender (collectively, the "**DIP Obligations**"), shall be secured by a Court-ordered charge on the Collateral in favour of the DIP ~~Lender~~Agent, for the benefit of the DIP Lenders (the "**DIP Charge**").

The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral other than the administration charge not exceeding $~~■~~5.0 million, to be granted by the Court and the directors and officers charge not exceeding $~~■~~20.4 million, to be granted by the Court (collectively, the "**Priority Charges**"). All Collateral will be free and clear of all Encumbrances, except for Permitted Liens.

18. **DIP Security:** The Guarantors hereby guarantee in favour of the DIP ~~Lender~~Agent, for the benefit of the DIP Lenders, the payment and performance of the DIP Obligations of the Borrowers pursuant to the terms set forth in Schedule C hereto.

~~The DIP Lender shall be permitted to request DIP Security (in form and substance reasonably satisfactory to the DIP Lender) from the Obligors at any time. The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP Lender subject to subordination only in respect of the Priority Charges and Priority Payables. For greater certainty, the delivery of DIP Security shall not be a condition precedent to the Initial Advance or any other advances of the Loan Amount as set out in Sections 15 and 16.~~The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders, subject to subordination only in respect of the Priority Charges and Priority

Payables.

19. **Hedging Obligations** Notwithstanding anything herein to the contrary, Hedging Obligations owing to any DIP Lender may be secured by liens which are equal in priority to the DIP Security.

20. ~~19.~~ **Borrowers' Account:** Advances shall be deposited into a bank account to be designated by the Borrowers (the "**Borrowers' Account**") and utilized by the Borrowers in accordance with the terms of this Agreement.

21. ~~20.~~ **Repayment and Maturity Date:** All DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following:

(a) conversion of the CCAA Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(b) the occurrence of an Event of Default ~~which is continuing and has not been cured within **[30]** days of the Borrowers receiving written notice of such Event of Default from the DIP Lender and the DIP Lender has notified the Obligors pursuant to Section 28 that it has elected to accelerate all amounts owing; or~~ and a demand for payment by the DIP Agent (at the request of the Required DIP Lenders);

(c) the completion of an Alternative Financing Arrangement;

(d) ~~(c)~~ the ~~date which is ■ months after the~~ closing of a Restructuring Transaction~~,~~ or combination of Restructuring Transactions ~~that generated sufficient proceeds to repay the DIP Obligations,~~; or

(e) the date that is sixty (60) days after the date of this Agreement (the "**Stated Maturity Date**")

(such earliest date, the "**Maturity Date**").

The DIP ~~Lender's~~Lenders' commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be fully repaid no later than the Maturity Date, without the DIP ~~Lender~~Lenders being required to make demand upon the Borrowers or Guarantors or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable.

22. ~~21.~~ **Payments:** All payments of principal, interest and expenses hereunder, if applicable, shall be made for value in the full amount due at or before 12:00 noon on the day such amount is due by deposit or transfer thereof to the DIP ~~Lender~~Agent or as the DIP ~~Lender~~Lenders may direct. Payments received after such time shall be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment. Each payment to be made by the Borrowers under this Agreement shall be made in full without deduction, set-off or

counterclaim of any kind or for any reason. If any expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP ~~Lender~~Agent may, but shall have no duty to do so, pay all such expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility. Unless otherwise consented to in writing by the Required DIP Lenders, the net cash proceeds of any sale, realization or disposition of, or with respect to, any of the Collateral (including obsolete, excess or worn-out Collateral) out of the ordinary course of business, any cash or other proceeds received out of the ordinary course of business, or any insurance proceeds paid to the Borrowers in respect of such Collateral, shall be paid to the DIP Agent (for the benefit of the DIP Lenders) and applied to reduce the DIP Obligations (for greater certainty, net of transaction fees and applicable Taxes in respect thereof). Any amounts repaid may not be reborrowed.

23. ~~22.~~ **Indemnity:** The Obligors agree to indemnify and hold harmless the DIP ~~Lender, solely in its capacity as lender under the DIP Facility and not in any other capacity, and its~~Agent, the DIP Lenders, the Fronting Lender and their respective Affiliates, partners and officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or reasonable and documented third-party expenses of any kind or nature whatsoever which may be incurred by any of the Indemnified Persons (collectively, the "**Claims**") as a result of, in connection with or in any way related to the DIP Facility, the priority of the DIP Charge, the proposed or actual use of the proceeds of the DIP Facility or this Agreement; provided, however, that the Obligors shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any Claim (a) to the extent it resulted from the gross negligence, wilful misconduct or bad faith of any Indemnified Person as finally determined by a court of competent jurisdiction, or (b) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Obligors. ~~The Obligors shall not be responsible or liable to any Indemnified Person or any other person for consequential or punitive damages~~Notwithstanding anything to the contrary herein, the indemnities granted under this Agreement shall survive any termination of the DIP Facility.

24. ~~23.~~ **Representations and Warranties:** Each Obligor represents and warrants to the DIP ~~Lender~~Agent and DIP Lenders, upon which the DIP ~~Lender~~Agent and each of the DIP Lenders has relied in entering into this Agreement that:

(a) such Obligor is validly formed and existing under the laws of its jurisdiction of incorporation or formation;

(b) such Obligor has the power and capacity, and the legal right, to own or lease and operate its property, to carry on its business as now conducted and as proposed to be conducted, and subject to

Court approval of this Agreement, to enter into, execute, deliver and perform its obligations under this Agreement;

(c) such Obligor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Subject to the issuance of the Initial Order, Amended and Restated Initial Order or Second Amended and Restated Initial Order, as applicable, and the terms thereof, no consent or authorization of, filing with, notice to or other act by, or in respect of, any governmental authority or any other person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement;

(d) ~~(a) The~~this Agreement and the transactions contemplated by this Agreement~~ and upon the granting of the Initial Order or Amended and Restated Initial Order~~:

(i) are within the powers of ~~the~~such Obligor and, subject to the granting of the Second Amended and Restated Initial Order, as applicable, constitute legal, valid and binding obligations of ~~the~~such Obligor, enforceable against it in accordance with the terms hereof;

(ii) have been duly authorized, executed and delivered by or on behalf of ~~the~~such Obligor; and

(iii) ~~do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) require any consent or approval under,~~ subject to the granting of the Second Amended and Restated Initial Order, as applicable, do not and will not conflict with, contravene, violate or result in a breach ~~or a violation of, or conflict with,~~of: (A) any of the terms or provisions of ~~its~~such Obligor's constating documents or by-laws~~ or~~, (B) any material contracts or instruments to which ~~it~~such Obligor is a party or pursuant to which any of its assets or property may be affected or (c) any applicable Law;

(e) ~~(b) The~~the Business of such Obligor has been and will continue to be conducted in material compliance with all applicable Laws of each jurisdiction in which the Business has been or is being carried on subject to the provisions of the CCAA and any Court order made after the date of the Initial Order;

(f) such Obligor and its properties and businesses comply in all material respects, and the use of its properties comply in all material respects, with all applicable environmental laws; such Obligor has no knowledge of any facts which result in, or constitute, or are likely to give rise to, non-compliance with any environmental laws in any material respect;

(g) such Obligor owns, leases or has the lawful right to use all of the material properties and undertaking necessary for the conduct of the business of such Obligor;

(h) ~~(c) Each~~such Obligor has obtained any material Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect. No proceedings have been commenced to revoke or amend any such Authorizations;

(i) ~~(d) Each~~such Obligor does not have any defined benefit pension plans or similar plans and is in material compliance with all applicable Law respecting its employees' employment and all collective bargaining agreements to which it is a party or otherwise bound;

(j) such Obligor and each of its subsidiaries has good and valid title to, or legally binding property right in, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, in each case free and clear of all Liens other than those liens permitted by section 4.10 of the Indenture (as same exists on the date of this Agreement) and except for minor defects in title as could not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the operations, financial condition, and/or future prospects of the Obligors taken as a whole

~~(e) Except as otherwise disclosed to the DIP Lender in writing prior to the date hereof, each Obligor is current on its payment obligations for rent and other occupancy costs and expenses in respect of any premises that it leases;~~

~~(f) All obligations of each Obligor (including fiduciary, funding, investment and administrative obligations, if any) required to be performed in connection with employee benefit plans of the Obligor have been performed on a timely basis;~~

~~(g) Each Obligor has filed all Tax returns which were required to be filed and paid all Taxes (including interest and penalties) which are due and payable; and~~

(k) ~~(h) All~~all information provided by or on behalf of ~~each~~such Obligor to the DIP ~~Lender~~Lenders for the purposes of or in connection with this Agreement or any transaction contemplated herein is, true and accurate in all material respects on the date as of which such information was provided, not incomplete and does not omit to state any fact necessary to make such information (taken as a whole) not materially misleading at such time, in light of the circumstances under which such information was provided~~.~~; and

(l) none of the Obligors owns or controls, directly or indirectly, any subsidiaries which are not Obligors.

(m) each Obligor maintains adequate insurance coverage, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable

insurers and that contain reasonable coverage and scope;

(n) except as disclosed to the DIP Lenders in writing by the Obligors, there are no agreements of any kind (i) between the Obligors and any other third party or any holder of debt or Equity Securities of the Obligors with respect to any Restructuring Transaction, which remain in force and effect as of the date hereof, or (ii) between the Borrowers and any related party;

(o) other than as stayed pursuant to the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, there is not now pending or, to the knowledge of any of the senior officers of the Obligors, threatened against the Obligors, nor has any Obligor received notice in respect of, any material claim, potential claim, litigation, action, suit, arbitration or other proceeding by or before any court, tribunal, governmental entity or regulatory body;

(p) each Obligor has maintained and paid current its obligations, as applicable, for payroll, source deductions, harmonized, goods and services and retail sales tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations;

(q) the Obligors have valid leasehold interests in all leases, subleases or assignments of leases, and each such lease is in full force and effect, and the Obligors do not have knowledge of any default that has occurred (other than in connection with the CCAA Proceeding);

(r) the Borrowers have not taken or omitted to take any action that could materially impact their continued operations, including (i) failing to procure any essential products needed before the shipping window closes, (ii) ceasing their mining operations, or (iii) reducing their workforce;

(s) any information provided by the Borrowers to the DIP Agent and the DIP Lenders on the status of the SISP, the Steensby Railway project and related financing process (the "**Steensby Expansion**") to date, including any reporting required pursuant hereto, is accurate and complete, and the Obligors have disclosed all material information in respect of such processes to the DIP Agent and the DIP Lenders; and

(t) no Default or Event of Default has occurred and is continuing.

25. ~~24.~~ **Affirmative Covenants:** In addition to all other covenants and obligations contained herein, each Obligor agrees and covenants to perform and do each of the following until the DIP Facility is fully repaid or assigned with the written consent of the Required DIP ~~Lender~~Lenders:

(a) ~~Submit~~submit to the Court the ~~Initial Order, the~~Second Amended and Restated Initial Order, and any other Court orders which are being sought by the Obligor in a form confirmed in advance to be satisfactory to the Required DIP ~~Lender (acting~~

~~reasonably),~~Lenders subject to any amendments that are required by the Court or the Obligors that are acceptable to the Required DIP ~~Lender (acting reasonably)~~Lenders;

(b) ~~Comply~~comply with the provisions of all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(c) ~~Allow the DIP Lender, its~~allow each of the DIP Agent, DIP Lenders and their respective employees, agents, advisors and representatives access to all collateral, information and documentation of the Obligors, to visit, inspect and conduct examinations of any of such collateral, information and documentation (including any books and records) and discuss its business operations, properties and financial and other conditions with its officers, employees and independent public accountants, in each case, as may be reasonably requested by the DIP ~~Lender~~Agent or Required DIP Lenders, during normal business hours, in each case subject to applicable privacy laws and solicitor-client privilege;

(d) ~~Upon~~upon the reasonable request of the Required DIP ~~Lender~~Lenders, provide updates regarding the status of the CCAA Proceeding, including any information which may otherwise be confidential, subject to same being maintained as confidential by the DIP ~~Lender~~Lenders;

(e) ~~Preserve~~preserve, renew, maintain and keep in full force its corporate existence and its Authorizations required in respect of the Business or any of the Collateral;

(f) ~~Use all reasonable efforts to~~ keep the DIP ~~Lender~~Lenders apprised on a timely basis of all material developments with respect to the Business and affairs of the Obligors;

(g) ~~Conduct~~conduct the Business and preserve, protect and maintain the Collateral in the ordinary course of Business;

(h) operate and maintain its respective properties and businesses in accordance with industry practice and in accordance with applicable law and all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(i) ~~(h) Maintain~~maintain in full force all policies and contracts of insurance that are now in effect (or renewals thereof) under which the Obligor, the Business or any of the Collateral is insured;

(j) ~~(i) Except~~except to the extent otherwise agreed by the Required DIP ~~Lender~~Lenders (acting reasonably), pay all applicable Priority Payables and all other amounts necessary to preserve the Collateral to avoid any Encumbrance thereon and to carry on

the business of each Obligor;

(k) ~~(j) Promptly~~promptly notify the DIP ~~Lender~~Lenders of the occurrence of any Default or Event of Default or of any event or circumstance which could reasonably be expected to result in a material adverse change to the Approved Cash Flow Forecast;

(l) ~~(k) Comply~~comply in all material respects with all applicable Laws~~; and~~, rules and regulations applicable to its business, including environmental laws;

(m) deliver to the DIP Agent the reporting and other information from time to time reasonably requested by the DIP Agent or the Required DIP Lenders, and any other information pertaining to the business and affairs of the Obligors as reasonably requested by the DIP Agent or any DIP Lender;

(n) use the proceeds of the DIP Facility in a manner consistent with the restrictions set out herein and in all cases in accordance with the Approved Cash Flow Forecast (subject to Permitted Variances);

(o) duly and punctually pay or cause to be paid to the DIP Agent on behalf of the DIP Lenders all principal, interest, fees and other amounts payable by it under this Agreement on the dates, at the places and in the amounts set forth herein;

(p) authorize the Monitor to (i) meet and communicate with the DIP Agent and DIP Lenders and (ii) provide regular reports to the DIP Agent and DIP Lenders with respect to the DIP Facility and the CCAA Proceeding;

(q) at all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers;

(r) promptly provide notice to the DIP Agent, the DIP Lenders and their counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory authority having jurisdiction over any Obligor, subject to any disclosure restrictions contained in any Court order or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process;

(s) promptly upon becoming aware thereof, provide details of any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Obligor by or before any court, tribunal, Governmental Authority or regulatory body, which would be reasonably likely to result, individually or in the aggregate, in a judgment in excess of $1,000,000;

(t) take all commercially reasonable actions necessary or available to defend the Court orders from any appeal, reversal, modification, amendment, stay or vacating not expressly consented to in writing in advance by the Required DIP Lenders relating to the DIP Facility or the DIP Charge;

(u) continue business operations in the ordinary course ensuring full utilization of the shipping window, including (i) ensuring fuel and other necessary products for operations are secured for continued operations and (ii) shipping out all ready-to-ship product for sale; and the Borrowers will not materially change employee head count or staffing requirements except as may be needed to optimize cost structure and operations subject to the Approved Cash Flow Forecast and the prior written consent of the Required DIP Lenders;

(v) maintain and take all action to ensure all material licences and permits required for the foreseeable operation of its business that may be required will be acquired, procured, or otherwise obtained and remain in full force and effect; the Borrowers shall defend each against revocation or amendment thereof; and the Borrowers, upon request of the Required DIP Lenders, will take all action as may be needed to obtain and preserve the permit to allow for the transportation of up to 6 million tonnes per annum of ore;

(w) maintain in good repair, working order and condition all material properties and assets used or useful in the business of the Borrowers and make all such appropriate repairs thereto;

(x) take all commercially reasonable efforts to disclaim all contracts that are not within the Approved Cash Flow Forecast;

(y) act diligently and in good faith in the pursuit of the CCAA Proceeding;

(z) establish a risk management program for all business variables that can reasonably affect business operations in consultation with the Required DIP Lenders, and the DIP Lenders shall have a right of first refusal on any Hedging Obligations; and

(aa) provide the DIP Agent and DIP Lenders and their advisors from time to time, on a confidential basis, with such information regarding the progress of the Obligors' pursuit of a Restructuring Transaction and the Steensby Expansion as may be reasonably requested by the Required DIP Lenders, subject to any disclosure restrictions contained in any Court order, or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process; and

(bb) ~~(l) Pay when due all principal, interest, fees and other amounts payable by the Obligor under this Agreement.~~promptly pay all DIP Lender Expenses no less frequently than every two weeks,

provided that the DIP Lenders shall use commercially reasonable efforts to provide reasonable estimates of such expenses for purposes of the Approved Cash Flow Forecast.

26. ~~25.~~ **Negative Covenants:** Each Obligor covenants and agrees not to do the following, other than with the prior written consent of the Required DIP ~~Lender~~Lenders from and after the date hereof:

(a) ~~Make~~make any payment of principal or interest in respect of Indebtedness ~~existing as of the date of the Initial Order~~other than with respect to the DIP Obligations or otherwise provided herein or declare or pay any dividends or make any other distribution, in each case, except as ~~contemplated by~~expressly provided for in the Approved Cash Flow Forecast;

(b) ~~Except for the DIP Obligations, any Indebtedness secured by the Priority Charges, the Priority Payables, or any other Indebtedness incurred in the ordinary course of business~~except as set forth in any Court order that is acceptable to the Required DIP Lenders, incur or permit to exist any Indebtedness~~,~~ (including, without limitation, any capital lease obligation, equipment lease or financing lease obligation), or provide or seek or support a motion by another party to provide such Indebtedness;

(c) ~~Except for the Priority Charges and the~~except as set forth in any Court order that is acceptable to the Required DIP ~~Charge~~Lenders, create, permit to exist any Encumbrance, or provide or seek or support a motion by another party to provide an Encumbrance, upon any ~~of the~~ Collateral;

(d) create or permit to exist any Liens on any of its properties or assets other than the Permitted Liens;

(e) ~~(d) Make~~make any payments or use any monies (including, without limitation, proceeds of the DIP Facility) outside of the ordinary course of ~~the~~ Business, unless provided for in the Approved Cash Flow Forecast (subject to Permitted Variances);

(f) ~~(e) Make~~make any investments in, acquisitions of or loans to or guarantee the Indebtedness or obligations of any other Person ~~or~~, entity or assets, except as expressly provided for in the Approved Cash Flow Forecast;

(g) enter into or continue performance under any transaction with any affiliate or any of its or its affiliates' respective direct or indirect equity holders, senior officers, directors, managers or employees, except in the ordinary course of business for a bona fide business purpose and not for any other purpose, except as expressly provided for in Approved Cash Flow Forecast

(h) enter into or continue performance under any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type;

(i) make any type of payment, or otherwise satisfy any claim, purported claim, liability, or other obligation, including without limitation of any pre-CCAA filing claim, that is not expressly provided for by the Approved Cash Flow Forecast (subject to Permitted Variances);

(j) ~~(f) Change~~change its jurisdiction of incorporation or registered office;

(k) ~~(g) Change~~change its name, fiscal year end or accounting policies or ~~amalgamate, consolidate with, merge into, dissolve or enter into any similar transaction with any other entity~~amend its organizational documents;

(l) ~~(h) Cease~~cease to carry on the Business as currently being conducted or materially change its operations or business practices;

(m) ~~(i) Sell~~sell, assign, lease, convey or otherwise dispose of ~~any of the Collateral except for sales or disposals in the ordinary course of the Business, or~~or transfer any of its property, assets or undertakings, except as may be approved by the Court with the prior written consent of the Required DIP Lenders;

(n) ~~(j) Except~~except as otherwise contemplated in any Court order and approved by the Required DIP Lenders or as expressly contemplated by the Approved Cash Flow Forecast, establish or make any retention or bonus payments, increase compensation or severance entitlements or other benefits payable to directors, senior officers or senior management, or pay any bonuses whatsoever;

(o) ~~(k) Enter~~enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against the Obligor;

(p) ~~(l) Enter~~enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other similar transaction or series of transactions ~~whereby, directly or indirectly, all or any significant portion of the undertaking, property or assets of any Obligor would become the property of any other Person or Persons; and~~, allow any change of control to occur, or create or acquire any new subsidiary or become a general partner in any partnership;

(q) ~~(m) Amend~~amend, supplement, revoke, terminate or discharge or seek to amend, supplement, revoke, terminate or discharge, the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, except to amend and restate the Initial Order as may be permitted by this Agreement~~.~~;

(r) apply for or consent to, any Court order, or amendment or modification to an existing Court order which adversely affects or could reasonably be expected to adversely affect the DIP Agent or the DIP Lenders;

(s) file or support the confirmation of any plan of arrangement or liquidation, in each case, that treats the DIP Obligations as "affected" without the consent of the Required DIP Lenders;

(t) (i) enter into any material transaction or material agreements or (ii) amend or modify any existing agreements or transaction terms, in each case, including royalty agreements, Alternative Offtake and Service Agreements, or similar agreements, without the consent of the Required DIP Lenders;

(u) satisfy the delivery or other performance obligations and/or payment obligations under its contracts with Glencore plc or any of its affiliates, including, without limitation, any obligations to process or deliver iron ore;

(v) take (or omit to take) any action to the extent such action could reasonably be expected to materially impair or otherwise adversely affect the ability of the Obligors to utilize any net operating losses, tax credit carry-forwards, built-in losses, basis, deductions or other tax attributes or benefit, in each case, without the prior written consent of the Required DIP Lenders;

(w) issue any Equity Securities, create any new class of Equity Securities, amend any terms of its existing Equity Securities, or consent to or take any steps in furtherance of the exercise of any conversion right under any Equity Securities issued by it, other than in connection with a Restructuring Transaction approved pursuant to a Court order;

(x) seek, obtain, support, make or permit to be made any Court order or any change, amendment or modification to any Court order that would materially affect the rights or protections of the DIP Agent or the DIP Lenders under or in connection with the DIP Facility or the DIP Charge, except with the prior written consent of the Required DIP Lenders, in their sole discretion;

(y) seek or consent to the lifting of the stay of proceedings in the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, as applicable, in favour of the Borrowers, or seek or consent to the appointment of a receiver or trustee in bankruptcy or any similar official in any jurisdiction;

(z) make any changes to the composition of the board of directors of the Borrowers (including the addition, removal or replacement of directors, other than a resignation by a director), other than pursuant to a Court order and with the Required DIP Lenders' approval (in their sole discretion); or

(aa) pay any professional or advisory fees (including any legal fees or

expenses) of any other Person (other than the Borrowers, the DIP Agent, the DIP Lenders and the Monitor) that are not provided for in the Approved Cash Flow Forecast, except pursuant to the terms of a binding support agreement with such Person with respect to a Restructuring Transaction that is acceptable to the Required DIP Lenders, or as may otherwise be agreed to by the Required DIP Lenders and the Borrowers (in consultation with the Monitor).

27. ~~26.~~ **Alternative Financing Arrangement and Sales and Investment Solicitation Process; Expansion:** ~~The Borrowers and the DIP Lender agree that the Borrowers (in consultation with the Monitor) shall pursue a sales and investment solicitation process (the "**SISP**") approved pursuant to a Court order in respect of potential Restructuring Transactions and the SISP shall include the following milestones:~~

~~(a) the deadline for the commencement of the SISP will be no later than six months after the issuance of the Initial Order; and~~

~~(b) the final deadline for the closing of a transaction resulting from the SISP will be no later than 24 months after the commencement of the SISP,~~

~~provided that the Borrowers may extend each of the foregoing dates in accordance with the Court order approving the SISP.~~ Use commercially reasonable efforts to: (i) schedule a hearing as soon as feasible and secure an Alternative Financing Arrangement; and (ii) (in consultation with the Monitor and the DIP Lenders) prepare for and pursue a sales and investment solicitation process in form and substance acceptable to the Borrowers and the Supermajority DIP Lenders (the "**SISP**") approved pursuant to a Court order in respect of potential Restructuring Transactions; provided further however that nothing herein shall prohibit the pursuit of a Restructuring Transaction pursuant to a Court approved plan at any time. For the avoidance of doubt, any DIP Lender or the DIP Agent may participate as a bidder in connection with any SISP in respect of potential Restructuring Transactions or Alternative Offtake and Service Agreements.

28. ~~27.~~ **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) ~~Any~~any Court order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacating, amendment or restatement which (i) stays, reverses, vacates or otherwise modifies this Agreement or (ii) adversely affects or would reasonably be expected to adversely affect the interest of the DIP ~~Lender~~Agent or DIP Lenders in a material manner, unless the DIP ~~Lender has~~Agent or Required DIP Lenders, as applicable, have given ~~its~~their prior written consent thereto, including the issuance of a Court order:

(i) appointing a receiver and manager, receiver, interim receiver or similar official in respect of an Obligor;

(ii) terminating, lifting or amending the stay imposed within the CCAA Proceeding in a manner which, in the opinion of the Required DIP ~~Lender~~Lenders, acting reasonably, is materially prejudicial to the DIP ~~Lender~~Lenders;

(iii) granting any other claim or Encumbrance of equal or priority status to that of the DIP Charge, other than the Priority Charges or the Priority Payables; or

(iv) ~~staying, reversing, vacating or otherwise modifying this Agreement or~~ prejudicially affecting the DIP ~~Lender~~Agent, DIP Lenders or the Collateral;

(b) ~~Failure~~failure of an Obligor to diligently oppose any party that brings an application or motion for any of the relief set out in subsection 27(a) above and/or the failure to secure the dismissal of such motion or application within 30 days from the date that such application or motion is brought (provided no affirmative Court order is issued on such motion or application during such period);

(c) ~~The~~the CCAA Proceeding is terminated or converted to bankruptcy proceedings;

(d) ~~Failure of an Obligor to pay any amounts when due and owing hereunder;~~failure of the Borrowers to pay (i) principal, interest or other amounts when due pursuant to this Agreement or any other document entered into in connection herewith, or (ii) any reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders or the Fronting Lender within two (2) Business Days of being invoiced therefor, and such failure, in the case of each of items (i) and (ii), remains unremedied for more than two (2) Business Days;

(e) ~~The~~any Obligor ceases to carry on or maintain the Business or its assets in the ordinary course of the Business in compliance with the covenants contained in this Agreement, except where such cessation is otherwise consented to in advance in writing by the Required DIP ~~Lender~~Lenders;

(f) ~~Any~~any representation or warranty made or given hereunder by any Obligor shall be incorrect or misleading in any material respect when made;

(g) ~~Any~~any material violation or breach of any court order by an Obligor;

(h) ~~Failure~~failure of an Obligor ~~to~~ perform or comply with any term or covenant of this Agreement~~, including the failure to achieve the SISP milestones in accordance with section 26;~~ and such failure shall continue uncured for more than five (5) Business Days after the earlier to occur of (i) any one or more of the Obligors having knowledge of such Event of Default or (ii) written notice of such Event of Default from the DIP Agent to the Borrowers, in either case, at the direction of the Required DIP Lenders to the

Borrowers;

(i) ~~Any~~any proceeding, motion or application is commenced or filed by the Obligors, or if commenced by another party, supported or otherwise consented to by the Obligors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facility, the DIP ~~Lender's~~Lenders' Charge, or this Agreement;

(j) ~~If~~ an Obligor makes any ~~material~~ payments of any kind not permitted by this Agreement, the Approved Cash Flow Forecast (subject to Permitted Variances) or any order of the Court~~;~~ or any failure to remain in compliance with the Approved Cash Flow Forecast, subject to Permitted Variances;

(k) ~~Any~~any plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the Required DIP ~~Lender~~Lenders if such plan does not either provide for the repayment of the obligations under the DIP Facility in full by the Maturity Date, or designate the DIP ~~Lender~~Lenders as unaffected by such plan~~.~~;

(l) any Obligor shall file a motion seeking, or take any action supporting a motion seeking, or the Court shall issue, an order, authorizing the sale or liquidation its assets unless, in each case, either (i) the Required DIP Lenders consent to the filing of such motion, , or (ii) the Court order approving such sale or liquidation contemplates payment in full in cash of all the DIP Obligations;

(m) any event or occurrence that materially adversely affects the Obligors, their business or their assets, in each case taken as a whole, as determined by the Required DIP Lenders in their sole discretion;

(n) a default (other than a default resulting from the insolvency of the Borrowers or the commencement of the CCAA Proceeding by the Borrowers, including, for greater certainty, as a result of failure to pay pre-filing amounts as a result of the commencement of the CCAA Proceeding) under any Material Contract, or any material amendment of any Material Contract unless agreed to by the Required DIP Lenders in writing;

(o) any change of control of any one or more of the Obligors without the consent of the Required DIP Lenders;

(p) any Authorization issued to any Obligor is terminated, revoked, or suspended and such termination, revocation, or suspension has or could reasonably be expected to have a material adverse on the operations, financial condition, and/or future prospects of the Obligors taken as a whole;

(q) any Obligor does not comply with any term or condition of the SISP, including without limitation not satisfying any milestone action required to be completed in the SISP by the date on which such milestone action item is required to be completed under the SISP and remaining in compliance with such action item

thereafter, as applicable;

(r) the priority of the Liens as contemplated hereby created pursuant to or under the DIP Security in favor of the DIP Agent for the benefit of the DIP Lenders is varied without the consent of the DIP Agent at the direction of the DIP Lenders or any of such Liens does not have the priority required hereunder for any reason in any jurisdiction;

(s) any Obligor commences an action or any other proceeding in any proceeding or in any other court (i) to obtain any form of relief against the DIP Agent or DIP Lenders (or any one or more of them) including without limitation a proceeding to recover damages from the DIP Agent or the DIP Lenders or to obtain payment of any amounts purported to be owing by the DIP Agent or the DIP Lenders (or any one or more of them) to any Obligor if the DIP Agent or the DIP Lenders (or any one or more of them) disputes any of the same or (ii) to challenge in any way the enforceability of this Agreement or any document entered in connection herewith or the Liens granted under or pursuant to the DIP Security;

(t) any Obligor seeks, or consents to, any amendment of the SISP without the prior written consent of the DIP Agent at the direction of the Supermajority DIP Lenders;

(u) the expiry without further extension of the stay of proceedings in the CCAA Proceeding;

(v) the denial or purported repudiation by any Obligor of the legality, validity, binding nature, or enforceability of this Agreement or any document entered into in connection herewith, or any Obligor commencing any action or proceeding in any proceeding for a declaration or order to such effect;

(w) this Agreement or any other document entered into in connection herewith (and for certainty including without limitation the DIP Security) ceases to be enforceable;

(x) except as stayed by order of the Court, the entry of one or more final judgements, writs of execution, garnishments or attachments representing a claim or claims in excess of $100,000 or the equivalent amount thereof in any other currency, in the aggregate, against any Obligor or the property and assets of any Obligor which are subject to the Liens in favor of the DIP Agent for the benefit of the DIP Lenders that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after its or their entry, commencement or levy;

(y) any Obligor seeks the approval of any Alternative Financing Arrangement by the Court that does not provide for the full repayment in cash of the DIP Facility and the DIP Obligations;

(z) any Obligor shall incorporate, create, or organize any new

subsidiaries after the date of this Agreement;

(aa) (i) any changes by any Obligor to the composition of its board of directors or (ii) any Obligor retains or appoints a chief restructuring officer or Person in a similar role , in each case without the prior consent of the Required DIP Lenders or a Court order.

(bb) any Court order is issued pointing a chief restructuring advisor or similar role, or expending the role of the Monitor, in each case, without the consent of the Required DIP Lenders.

29. ~~28.~~ **Remedies:** Upon the occurrence and continuance of an Event of Default ~~which has not been cured by the Borrowers within 30 days of receiving written notice of such Event of Default by the DIP Lender, the DIP Lender may in its discretion,~~, the DIP Agent (acting at the direction of the Required DIP Lenders) or the Required DIP Lenders may elect on prior written notice to the Borrowers and the Monitor to:

(a) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility (including the Funding Fee) and declare such amounts to be immediately due and payable;

(b) terminate the DIP Facility;

(c) apply for a Court order, on terms satisfactory to the Monitor and the Required DIP ~~Lender~~Lenders, providing the Monitor with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral~~;~~, including applying to the Court for the appointment of a receiver, interim receiver or receiver and manager over the Borrowers or all or certain of their Collateral, or for the appointment of a trustee in bankruptcy in respect of the Borrowers;

(d) exercise the powers and rights of a secured party; and~~-~~

(e) exercise all such other rights and remedies available to the DIP ~~Lender~~Lenders hereunder, or pursuant to the Initial Order ~~and~~or otherwise in accordance with applicable Law.

~~(e)~~ The DIP Agent (acting at the direction of the Required DIP Lenders) may use (for certainty, on the instructions of the Required DIP Lenders in accordance with the definition thereof and section 33) any or all of the DIP Obligations as a credit bid and/or to pay for some or all of the purchase price (including any deposit payable in connection with such transaction) in connection with (a) any purchase of some or all of the properties and assets of the Borrowers and the Guarantors (or any one or more of them), (b) any Restructuring Transaction agreed to by the Borrowers (in consultation with the Monitor) and the Required DIP Lenders, in each case subject to any Court order and such reasonable terms and conditions as may be required in the opinion of the Borrowers (in consultation with the Monitor), each acting reasonably, to protect the Borrowers' restructuring process.

30. ~~29.~~ **Taxes:** All payments by an Obligor under this Agreement, including any payments required to be made from and after the exercise of any remedies available to the DIP ~~Lender~~Agent and/or the DIP Lenders upon the occurrence and continuance of an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future Taxes; provided, however, that if any Taxes are required by applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP ~~Lender~~Lenders under this Agreement, the amounts so payable to the DIP ~~Lender~~Lenders shall be increased to the extent necessary to yield to the DIP ~~Lender~~Lenders on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Obligors shall provide evidence satisfactory to the Required DIP ~~Lender~~Lenders that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to the DIP Lenders to account for any Withholding Taxes, the DIP Lenders shall reasonably cooperate with the Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such Withholding Tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by the DIP Lenders to the Borrowers promptly. If reasonably requested by the Borrowers, the DIP Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the DIP Lenders shall cooperate with the Borrowers and assist the Borrowers to minimize the amount of Withholding Tax required, in each case at the Borrowers' sole expense.

31. ~~30.~~ **Termination by Borrowers** The Borrowers shall be entitled to terminate this Agreement upon notice to the DIP ~~Lender: (a) in the event that the DIP Lender has failed to fund any Advance when required to do so under this Term Sheet, or (b)~~Lenders at any time following the indefeasible payment in full in immediately available funds of all of the outstanding DIP Obligations. Effective immediately upon such termination, all obligations of the ~~Obligors~~Borrowers and the DIP ~~Lender~~Lenders under this Agreement shall cease, except for those obligations that explicitly survive termination. For greater certainty, all outstanding DIP Obligations in respect of all Advances funded prior to such termination shall become immediately due and payable concurrently with such termination and the DIP ~~Lender~~Lenders shall not be required to make any further extensions of credit under this Agreement.

32. ~~31.~~ **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the Required DIP ~~Lender~~Lenders may reasonably request for the purpose of giving effect to this Agreement.

33. ~~32.~~ **Entire Agreement:** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Agreement and any other documents entered into in connection herewith, this Agreement shall prevail.

34. ~~33.~~ **Amendments and Waivers:** No waiver or delay on the part of the DIP ~~Lender~~Lenders in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

All consents, waivers or amendments to or in connection with this Agreement and the DIP Facility and the transactions contemplated hereby or thereby must be in writing and if approved in writing by the DIP Agent at the direction of the Required DIP Lenders shall be binding on all of the DIP Lenders including those Lenders which did not execute any such consent, waiver or amendment; and any matters, documents or other things required to be acceptable or satisfactory to the DIP Lenders are and shall be deemed to be acceptable and satisfactory to all the DIP Lenders if acceptable or satisfactory to the DIP Agent at the direction of the Required DIP Lenders; provided that and for certainty, no consent, waiver or amendment shall be binding on the DIP Lenders unless each of the DIP Lenders executes a consent, waiver or amendment for any of the following matters: (a) increase the amount of any Lender's DIP Facility commitment amount; (b) change to the Maturity Date; (c) postpone or delay the date for payment of any principal, interest or other DIP Obligations; (d) reduce the principal amount owing by the Borrowers or the rate of interest or any other fees applicable to amounts owing or to become owing hereunder or under the other documents in connection herewith; (e) change the pro rata commitments of any of the DIP Lenders in connection with the DIP Facility; (f) amend this section 33, the definition of "Required DIP Lenders", the definition of "Supermajority DIP Lenders" or any provision providing for consent or other action by all or any specific percentage or portion of the DIP Lenders; (g) discharge any Obligor from its payment obligations under hereunder or under any other document in connection herewith or release any DIP Security except as may be expressly provided for in this Agreement; or (h) amend the terms and conditions of the application of proceeds of any repayments or the sharing of payments; provided further that any consent, amendment, waiver or other modification with respect to this Agreement that would adversely and disproportionately modify the rights of any DIP Lender (in its capacity as such) under the DIP Facility compared to other DIP Lenders shall require the prior written consent of each such affected DIP Lender. Notwithstanding anything to the contrary contained herein, any consent, amendment, waiver or other modification that subordinates, or has the direct or indirect effect of subordinating, (x) any DIP Obligations in right of payment to any other Indebtedness for borrowed money or (y) any Liens securing the DIP Obligations to any Liens securing any other Indebtedness for borrowed money, in each case, shall require the prior written consent of the Supermajority DIP Lenders.

~~This Agreement may not be amended or waived except by an instrument in writing signed by each of the Obligors and the DIP Lender.~~ In addition, the Required DIP Lenders shall consult all other DIP Lenders in connection with any consent, waiver, amendment or other modification requiring the consent of the Required DIP Lenders..

35. ~~34.~~ **Severability:** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or ~~effecting~~affecting the validity ~~of~~or enforceability of such provision in any other jurisdiction.

36. ~~35.~~ **No Third Party Beneficiary:** No Person, other than the Obligors and the DIP ~~Lender~~Lenders are entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

37. ~~36.~~ **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

38. ~~37.~~ **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include provisions pursuant to which DIP Lenders may assign DIP Loans and/or sell participations in DIP Loans. Any DIP Lender may assign its rights and obligations under the DIP Facility, in whole or in part, to any Person acceptable to such DIP Lender, in its sole and absolute discretion.

39. ~~38.~~ **Notices:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person as set forth below:

in the case of a notice to the Obligors at:

c/o Baffinland Iron Mines Corporation
360 Oakville Place Dr., Suite 300
Oakville, Ontario L6H 6K8

Attention: ~~[~~Mark O'Brien~~]~~
Email: ~~[~~mark.obrien@baffinland.com~~]~~

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.

Toronto, ON M5V 3J7
Attention: Natalie Renner and Rob Nicholls
Email: nrenner@dwpv.com and rnicholls@dwpv.com

in the case of a notice to the DIP ~~Lender~~Agent at:

Shall be sent to all DIP Lenders, until DIP Agent is appointed.

■

in the case of a notice to the DIP Lenders at:

See Schedule "A".

~~Attention:~~ ■
~~Email:~~ ■

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenberg@fticonsulting.com

With a copy to, which shall not constitute notice:

Osler, Hoskin & Harcourt LLP
First Canadian Place, 100 King St. W. #6200
Toronto, ON M5H 1H1

Attention: Marc Wasserman and Michael De Lellis
Email: mwasserman@osler.com and mdelellis@osler.com

Any notice delivered or transmitted to a Person as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

In the event that any amount required to be paid hereunder is due on a day which is not a Business Day, such amount shall be paid on the next following Business Day with applicable interest adjustments.

40. ~~39.~~ **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

41. ~~40.~~ **Definitions:** For the purposes of this Agreement, unless context otherwise requires, the following terms have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

"**Advance**" has the meaning given to that term in ~~Section~~section 8;

"**Advance Notice**" has the meaning given to that term in ~~Section~~section 8;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

~~"**Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the DIP Lender (acting reasonably) and obtained on application made on notice to, such Persons as the DIP Lender and Obligors determine, acting reasonably, among other things, amending and restating the Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;~~

"**Alternative Financing Arrangements**" means any other agreement or arrangement entered into by the Obligors with any other Person for the provision of debtor-in-possession financing, in accordance with the terms hereof and subject to approval of the Court;

"**Amended and Restated Initial Order**" means the order of the Court entered on May 25, 2026;

"**Alternative Offtake and Service Agreements**" means offtake, service or other agreements in respect of the business of the Borrowers;

"**Approved Cash Flow Forecast**" has the meaning given to that term in ~~Section~~section 14;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Collateral or the Business;

"**Benefits Agreement**" means the impact benefits agreement between BIM Corp. and the Qikiqtani Inuit Association dated September 6, 2013, as amended on October 22, 2018, and as may be further amended, supplemented or amended and restated from time to time;

"**Borrowers**" has the meaning given to that term in the recitals;

"**Borrowers' Account**" has the meaning given to that term in ~~Section~~section 19;

"**Business**" means the business of iron ore mining at the Mary River Mine on Baffin Island in Nunavut, Canada~~.~~;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all now-owned and hereafter-acquired assets and property of the Obligors, real and personal, tangible or intangible and all proceeds therefrom, including the Borrowers' Account and all assets used in the Business;

"**Commodity Agreement**" means, with respect to any Person, any commodity future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Court**" has the meaning given to that term in the recitals;

"**Currency Agreement**" means, with respect to any Person, any foreign exchange future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Default**" means the occurrence or existence of any event, fact or circumstances, that with the giving of notice, passage of time, or both, would constitute an Event of Default;

"**Default Rate**" has the meaning given to that term in ~~Section~~section 12;

"**DIP Agent**" has the meaning given to that term in section 6;

"**DIP Charge**" has the meaning given to that term in ~~Section~~section 17;

"**DIP Facility**" has the meaning given to that term in ~~Section~~section 7;

"**DIP Lenders**" has the meaning given to that term in section 6;

"**DIP Lender Expenses**" has the meaning given to that term in section 13;

"**DIP Obligations**" has the meaning given to that term in ~~Section~~section 17;

"**DIP Security**" means the DIP Charge and any and all security documents granted by the Obligors providing for a security interest in the Collateral and related personal property security registrations made in favour of the DIP ~~Lender~~Agent, for the benefit of the DIP Lenders, in connection with such security interest together with such confirmations, financing statements, renewals, amendments, discharges, insurance endorsements, opinions or other documents as may be reasonably requested by the Required DIP ~~Lender~~Lenders as security for the DIP Obligations;

"**EDC**" means Export Development Canada;

"**EDC Credit Agreement**" means that certain credit agreement dated as of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto and EDC, as lender;

"**Encumbrances**" means any hypothec, encumbrance, lien, charge, pledge, deposit arrangement, mortgage, title retention agreement, trust, deemed trust, security interest of any nature, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege, or any other arrangement or condition that in substance or effect secures payment or performance of an obligation, or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in ~~Section~~section 27;

"**Funding Fee**" has the meaning given to that term in section 12;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hedging Obligations**" ~~means, with respect to~~of any Person~~,~~ means the ~~net payment~~ obligations of such Person ~~outstanding under (a) interest rate or currency swap agreements, interest rate or currency cap, collar or floor agreements and (b) any other agreements or arrangements entered into in order to protect such Person against fluctuations in commodity prices, interest rates or currency exchange rates;~~pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement;

"**Holder AHG**" means an ad hoc group of Holders providing DIP Loans hereunder.

"**Holders**" means holders of the notes under the Indenture.

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all letters of credit, letters of guarantee and similar instruments, notes or other similar instruments, (c) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, (d) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, (e) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, and (f) all obligations of such Person to otherwise assure

a creditor against loss (for certainty, Hedging Obligations incurred by an Obligor in the ordinary course shall not be considered Indebtedness for purposes of this Agreement);

"**Indemnified Persons**" has the meaning given to that term in ~~Section~~section 22;

"**Indenture**" means that certain Senior Secured Notes Indenture, dated as of June 27, 2018 (as amended, amended and restated or otherwise modified from time to time prior to the date of this Agreement), by and among the Borrowers, as issuers and the Indenture Agent;

"**Indenture Agent**" means Wilmington Trust, National Association, as trustee and collateral;

"**Initial Advance**" has the meaning given to that term in ~~Section~~section 8;

"**Initial Advance Conditions**" has the meaning given to that term in ~~Section~~section 15;

"**Initial Order**" means ~~an~~the order~~, or orders,~~ of the Court~~, in form and substance satisfactory to the DIP Lender and obtained on application made on notice to, such Persons as the DIP Lender and Obligors determine, acting reasonably, among other things, granting the Obligors protection under the CCAA, appointing the Monitor, approving the DIP Facility, granting the DIP Charge and approving the Initial Advance;~~ entered on May 15, 2026;

"**Interest Payment Date**" has the meaning given to that term in ~~Section~~section 14;

"**Interest Period**" has the meaning given to that term in ~~Section 7~~section 12;

"**Interest Rate Agreement**" means, with respect to any Person, any interest rate future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Interest Rate**" has the meaning given to that term in ~~Section~~section 12;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local or foreign, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in ~~Section~~section 7;

"**Maturity Date**" has the meaning given to that term in ~~Section~~section 20;

"**Stated Maturity Date**" has the meaning given to that term in section 20;

"**Monitor**" means FTI Consulting Canada Inc., as the court-appointed monitor of the Borrowers and Nunavut Iron Ore Mines, Inc.;

"**Obligors**" has the meaning given to that term in ~~Section~~section 5;

"**Permitted Liens**" means (i) the Permitted Priority Liens; (ii) the DIP Charge; (iii) any charges created under the Initial Order or other Court order subsequent and subordinated in priority to the DIP Charge; (iv) Liens existing prior to the Filing Date; and (v) inchoate statutory Liens arising after the Filing Date in respect of any accounts payable arising after the Filing Date in the ordinary course of business;

"**Permitted Priority Liens**" means (i) the Priority Charges; (ii) any Lien in respect of amounts payable by the Borrowers for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by applicable Law and only to the extent that the priority of such amounts has not been subordinated to the DIP Charge granted by the Court; and (iii) such other Liens existing as of the Filing Date that have not been subordinated to the DIP Charge granted by the Court.

"**Permitted Variance**" means, for each Testing Period, (A) a negative variance of (i) more than 10.0% of projected receipts for such Testing Period; (ii) more than 10.0% of projected receipts for the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period; (iii) more than 10.0% of projected disbursements for such Testing Period; and (iv) more than 10.0% of projected disbursements for the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period or (B) to the extent any Approved Cash Flow Forecast sets forth a permitted variance with respect to a specific line item, such variance as specified therein.

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee;

"**Priority Charges**" has the meaning given to that term in ~~Section~~section 17;

"**Priority Payables**" means HST, all sales Tax and any amount payable or accrued by a Borrower which is secured by an Encumbrance which ranks or is capable of ranking prior to or *pari passu* with the Encumbrances created in connection with the DIP Charge (other than the Priority Charges) including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, construction trusts or construction liens, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the Encumbrances created in connection with the DIP Charge;

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other

material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;

~~"**Royalty Agreements**" means, collectively, (i) the royalty agreement entered into among **[Baffin LP]**, 15877580 Canada Inc., ArcelorMittal Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc. dated March 25, 2024 and (ii) the royalty agreement entered into among **[Baffin LP]**, 16572367 Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc.;~~

"**Required DIP Lenders**" means, as of any time of determination, DIP Lenders holding more than 50% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time;

"**Second Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the Required DIP Lenders and obtained on application made on notice to the service list in the CCAA Proceeding and to such Persons as the Required DIP Lenders and Obligors determine, acting reasonably, among other things, amending and restating the Amended and Restated Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;

"**Senior Agents**" means, collectively, Alter Domus (US) LLC, as administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, under the Senior Credit Agreement;

"**Senior Credit Agreement**" means that certain revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated May 27, 2025 and the sixth amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto, the Senior Lenders and the Senior Agents;

"**Senior Lenders**" means the lenders under the Senior Credit Agreement;

"**Senior Secured Notes**" means the senior secured notes issued under the Indenture;

"**SISP**" has the meaning given to that term in section 26;

"**Steensby Expansion**" has the meaning given to that term in section 23;

"**Subsequent Advance**" has the meaning given to that term in section 8;

"**Supermajority DIP Lenders**" means, as of any time of determination, DIP Lenders holding not less than 66.67% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the

Fronting Lender for the account of the ultimate Lenders) at such time; provided that, at all times, "Supermajority DIP Lenders" must include at least three (3) DIP Lenders, which DIP Lenders are not affiliates of each other.

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums and assessments imposed by any Governmental Authority, including all interest, penalties, fines or additions to tax imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"**Updated Cash Flow**" has the meaning given to that term in ~~Section~~section 14; ~~and~~

"**Variance Report**" means a report with calculations in form and substance satisfactory to the Required DIP Lenders and the Monitor acting reasonably setting forth for all Obligors (i) actual receipts and disbursements for the preceding two-week period (each such period, a Testing Period) for each line item in the Approved Cash Flow Forecast for such previous two-week period, and (ii) actual receipts and disbursements on a cumulative basis since the beginning of the period covered by the then operative Approved Cash Flow Forecast, in each case as against the then operative Approved Cash Flow Forecast, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof in the then operative Approved Cash Flow Forecast. Each Variance Report shall include reasonably detailed explanations for any variances for either receipts or disbursements, in each case exceeding five percent (5%) of the Approved Cash Flow Forecast for each line item in the Approved Cash Flow Forecast and all items on a cumulative basis during the relevant period; and

"**Withholding Taxes**" has the meaning given to that term in ~~Section~~section 29.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have ~~causes~~caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP ~~LENDER~~LENDERS:

~~■~~**HARTREE PARTNERS, LP**
BY ITS GENERAL PARTNER,
HARTREE PARTNERS GP, LLC

~~by~~
By _____

OPPS XII BLIM Holdings, L.P.
By: Oaktree Fund GP IIA, LLC
Its: General Partner
By: Oaktree Fund GP II, L.P.
Its: Managing Member

By: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

BORROWERS:

BAFFINLAND IRON MINES CORPORATION

by _____

BAFFINLAND IRON MINES LP, **by its general partner, BAFFINLAND IRON MINES CORPORATION**

by _____

GUARANTORS:

NUNAVUT IRON ORE, INC.

by _____

12334992 CANADA INC.

by _____

SCHEDULE A

~~APPROVED CASH FLOW~~DIP FACILITY COMMITMENTS

<table>
<tr><th>DIP Lender</th><th>DIP Commitment</th><th>Notice Address</th><th>Copies of Notice To:</th></tr>
<tr><td>Brigade Capital Management, LP</td><td>$5,000,000</td><td colspan="2" rowspan="3">Ad Hoc Committee of Senior Secured Noteholders
c/o Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, New York
10022
Attention: Ira Dizengoff, Meredith Lahaie and Lucas Charleston
Email: idizengoff@akingump.com, mlahaie@akingump.com and lcharleston@akingump.com
AND
Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
Toronto, Ontario
M5H 0B4
Attention: Ryan Jacobs and Michael Wunder
Email: rjacobs@cassels.com and mwunder@cassels.com</td></tr>
<tr><td>Citadel Advisors LLC</td><td>$1,500,000</td></tr>
<tr><td>Polen Capital Credit, LLC</td><td>$11,000,000</td></tr>
<tr><td>OPPS XII BLIM Holdings, L.P.</td><td>$42,000,000</td><td>Oaktree Capital Management
555 South Flower Street, 36th Floor
Los Angeles, CA 90071
Attention: David Nicoll
Email: dnicoll@oaktreecapital.com</td><td rowspan="2">Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Brian S. Hermann; Brian Bolin; Joseph Graham
Email: bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com
AND
Stikeman Elliott LLP
5300 Commerce Court West, 199 Bay Street
Toronto, ON M5L 1B9
Attention: Maria Konyukhova
Email: mkonyukhova@stikeman.com</td></tr>
<tr><td>Hartree Partners, LP</td><td>$10,500,000</td><td>Hartree Partners, LP
1185 Avenue of the Americas, New York, NY 10036
Attention: Scott Potolsky
Email: HMFI-notices@hartreepartners.com
CC: legalNY@hartreepartners.com</td></tr>
<tr><td>Total……..</td><td>$70,000,000</td><td></td><td></td></tr>
</table>

SCHEDULE B

APPROVED CASH FLOW FORECAST

SCHEDULE C

LOAN GUARANTY

(a) Each Guarantor hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the DIP Agent for the ratable benefit of the DIP Lenders and the other secured parties (the "**Guaranty**") the full and prompt payment, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the DIP Obligations (collectively the "**Guaranteed Obligations**"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Guarantor, unconditionally and irrevocably, promises to pay such indebtedness to the DIP Agent and/or the DIP Lenders or the other secured parties, on demand, together with any and all expenses which may be incurred by the DIP Agent and the DIP Lenders in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with this Agreement.

(b) Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the DIP Agent or any DIP Lender to sue any Borrower, any other Guarantor or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any collateral securing all or any part of the Guaranteed Obligations. The DIP Agent may enforce this Loan Guaranty upon the occurrence and during the continuance of an Event of Default.

(c) No Discharge or Diminishment of Guaranty.

(i) Except as otherwise provided for herein, the obligations of each Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason, including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Obligated Party; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against any Obligated Party, the DIP Agent, any DIP Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a Guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the Borrowers or (ix) any payment made to the DIP Agent or any DIP Lender on the Guaranteed Obligations which any such DIP Agent or DIP Lender repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(ii) Except for termination of a Guarantor's obligations hereunder, the obligations of each Guarantor hereunder are not subject to any defense (other than defense of payment resulting in a payment in full in cash of the Guaranteed Obligations) or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(iii) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the DIP Agent or any DIP Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other Guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the DIP Agent or any DIP Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(d) Defenses Waived. To the fullest extent permitted by applicable law and except for termination of a Guarantor's obligations hereunder, each Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Guarantor or arising out of the disability of the Borrowers or any other Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Guarantor. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurrence of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right to require the DIP Agent or any DIP Lender to (i) proceed against any Borrower, any other Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other Guarantor or any other party or (iii) pursue any other remedy in any DIP Agent's or DIP Lenders' power whatsoever. The DIP Agent may, at its election, foreclose on any collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, and the DIP Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Guarantor under this Guaranty. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Obligated Party or any security.

(e) Authorization. The Guarantors authorize the DIP Agent and the DIP Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time, to:

(i) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(ii) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(iii) exercise or refrain from exercising any rights against any Obligor or others or otherwise act or refrain from acting;

(iv) release or substitute any one or more endorsers, Guarantors, or the Borrowers, or other obligors;

(v) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the DIP Agent or DIP Lenders;

(vi) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the DIP Agent or DIP Lenders regardless of what liability or liabilities of the Borrowers remain unpaid;

(vii) consent to or waive any breach of, or any act, omission or default under, this Agreement or any of the instruments or agreements referred to herein, or otherwise amend, modify or supplement this Agreement or any related documents or other such instruments or agreements; and/or

(viii) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Guarantors from their respective liabilities under this Loan Guaranty.

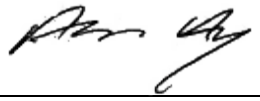
(f) Rights of Subrogation. Any indebtedness of the Borrowers now or hereafter owing to any Guarantor is hereby subordinated to the Obligations owing to the DIP Agent and the DIP Lenders; and if the DIP Agent so requests at a time when an Event of Default exists, all such indebtedness of the Borrowers to such Guarantor shall be collected, enforced and received by such Guarantor for the benefit of the DIP Agent and the DIP Lenders and be paid over to the DIP Agent on behalf of the DIP Lenders on account of the Guaranteed Obligations, but without affecting or impairing in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(g) Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the

insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Guarantors forthwith on demand by the DIP Agent.

(h) Liability Cumulative. The liability of each Guarantor under this Loan Guaranty is in addition to and shall be cumulative with all liabilities of such Guarantor to the DIP Agent and the DIP Lenders under this Agreement and any related documents to which such Guarantor is a party or in respect of any obligations or liabilities of the other Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

This is Exhibit "**F**" referred to in the Affidavit of Joshua Gordon, affirmed June 4, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

From: Rosenberg, Jeffrey <Jeffrey.Rosenberg@fticonsulting.com>
Sent: Wednesday, May 27, 2026 9:48 AM
To: mkonyukhova@stikeman.com; Jacobs, Ryan <rjacobs@cassels.com>
Cc: Watson, Greg <greg.watson@fticonsulting.com>; mwasserman@osler.com
Subject: CCAA Proceedings of Baffinland Iron Mines Corporation et al. (the "Applicants") (Court File No. CL-26-00000219-0000) – Applicants' Issues List in respect of Interim Financing Proposal

CAUTION: External Email

Please find attached the Applicants' issues list in respect of the interim financing proposal that you submitted in connection with the interim financing solicitation process being conducted by the Applicants.

Please provide responses to the issues identified by **no later than 3:00 p.m. (Toronto time) today, May 27, 2026**.

Thank you, Jeff

Jeffrey Rosenberg
Senior Managing Director

FTI Consulting
Corporate Finance & Restructuring
+1.416.649.8073 T | +1.416.312.9293 M
jeffrey.rosenberg@fticonsulting.com

TD Waterhouse Tower
79 Wellington Street West
Suite 2010, P.O. Box 104
Toronto, Ontario
M5K 1G8

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Project O – DIP Proposal – Secured Lenders

The following is a list of the key business and legal issues arising from our review of Oaktree Capital Management, L.P. and Hartree Partners, LP (collectively, "**Oaktree**") and the ad hoc group of holders of 8.750% senior secured notes due 2026 issued by Baffinland Iron Mines Corporation (collectively, the "**Noteholders**" and together with Oaktree, the "**Secured Lenders**") comments to the bid draft DIP Facility Term Sheet (the "**Term Sheet**") of Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, "**BIM**"). This list does not constitute a comprehensive list of issues or comments on the Term Sheet. Capitalized terms used but undefined herein have the meanings ascribed to them in the Term Sheet.

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments
1.	DIP Facility	$300M revolving DIP Facility.	$300M delayed draw term facility. Lenders are severally and not jointly liable. The DIP Lenders also proposed an interim financing facility in the amount of $70M with an initial advance of $50M. The terms of this facility include an Exit Fee of $1.2M payable upon repayment, unless refinanced before maturity.	Unclear what happens if a DIP Lender fails to fund. Especially given there is no termination right for the Borrower if this occurs. DIP Facility expected to be a revolver. Anticipating potential litigation in connection with the DIP - the DIP should contemplate a potential interim financing in the amount of $110M at BIM's option, not subject to fees for an initial four week period and be freely assignable in a refinancing.
2.	DIP Advances	No cap on subsequent advances, need only satisfy the Subsequent	Initial Advance Conditions require (i) a stay of proceedings until at least September 30, 2026, (ii)	This level of conditionality on the Initial Advance is not aligned with committed financing.

		Advance Conditions (essentially no EoD and Amended and Restated Initial Order has been issued).	advance notice of at least 3 Business Days, (iii) DIP lenders must have received officer's certs and resolutions in a form satisfactory to them and be satisfied that no encumbrances rank ahead of the DIP Charge and (iv) the Borrowers must provide a list of all material licenses and permits required for the continued operation of the Business.	
3.	Use of Proceeds	DIP Facility to be used in accordance with Approved Cash Flow, which includes royalty payments under Royalty Agreements and amounts payable under the Benefits Agreement.	DIP Facility to be used in accordance with the Approved Cash Flow Forecast, including **pre** and post-filing expenses payable to the DIP Lenders or their advisors under the Senior Credit Agreement and the Indenture, royalty payments and amounts payable under the Benefits Agreement. BIM and Monitor professional fees are only to be paid if in the Approved Cash Flow Forecast.	The use of proceeds are inconsistent with the covenants which preclude Royalty Payments to shareholders of Borrowers. Pre-filing amounts cannot be paid under DIP. BIM professional fees cannot be subject to approval by the DIP Lender. Monitor cannot have any limitation on its role in this case or otherwise fetter its rights by restricting its ability to pay its fees and the fees of its counsel.

4.	Interest and Fees	Interest on DIP Facility to be proposed by DIP lenders.	Interest rate to be Adjusted Term SOFR (as defined in the Senior Credit Agreement)[1] plus 7.00%. Upfront fee of 3.00% payable on the total Loan Amount which PIKs. Unclear whether this fee reduces total availability. Borrowers are to pay all reasonable fees of advisors which include: (i) Stikeman, (ii) Paul Weiss, (iii) a financial advisor, (iv) Akin, (v) Cassels and (vi) Houlihan Lokey, in connection with the DIP and a potential Restructuring Transaction. All accrued expenses will be paid in full through a deduction from the initial advance. Third party fees are to be paid within 2 Business Days of being invoiced.	Best and final pricing terms should be delivered in next round. Secured Lenders to provide an estimate of all professional fees and expenses until maturity and how much is currently outstanding. This is an excessive number of advisors. Secured Lenders to confirm if payment of fees are guaranteed by Secured Lenders.
5.	Financial Reporting	Approved Cash Flows to be attached to the Term Sheet and approved by the DIP Lender.	Approved Cash Flows may be revised in a form acceptable to the Required DIP Lenders. No further amounts past the 13-week Approved Cash Flow Forecast	BIM requires committed funding for the anticipated 24 month SISP process, based on its cash projections previously shared.

[1] Adjusted Term SOFR is defined in the Senior Credit Agreement as Term SOFR for the relevant interest period (e.g. approximately 3.6% today) plus 0.10%-0.25% depending on the applicable SOFR term, subject to a 2% floor.

		No variance reporting.	may be rolled-forward unless the DIP Lenders approve. Revised cash flows provided from time to time. Variance reports deliverable every second week. A negative variance of more than 10% in any two-week period is an Event of Default.	The Approved Cash Flow is to be in a form originally acceptable to the Secured Lenders, acting reasonably. An agreed form of variance report is to be delivered every 4 weeks. If such variance report does not show a negative variance of more than 15% (excluding the impact of the Secured Lender's professional fees and expenses and commodity price fluctuations) the applicable cash flows will not be subject to rejection by the Secured Lenders.
6.	Repayment and Maturity	Revolving facility must be repaid upon the earlier to occur of (i) an Event of Default which is not cured for 30 days, (ii) conversion to a BIA proceeding, or (iii) some period after the completion of a Restructuring Transaction.	DIP Facility must be repaid upon the earlier to occur of (i) an Event of Default (some limited cure periods on some Events of Default), (ii) 1 year after the date of the DIP Term Sheet, subject to two extension of 3 months each if the DIP Lenders approve of the new budget and a 2% extension fee which PIKs, or (iii) conversion of the CCAA Proceedings into proceedings under the BIA.	A number of EoDs have a hair trigger on default; reasonable cure periods are required. Outside date for SISP process and potential extension periods are too short given proposed SISP process length. BIM requires at least 2 months to design SISP process and 24 months from its initiation.
7.	Prepayments	No mandatory prepayment provision.	BIM required to prepay DIP Facility in the event it disposes of collateral outside of the ordinary course of business or receives any insurance proceeds or any	Standard carve-outs for insurance proceeds and cash from disposal of obsolete goods being used to replace damaged or obsolete assets to be included.

			cash received outside of the ordinary course of business.	Cash received outside of ordinary course of business should not be required to be paid to the DIP Lenders.
8.	Representations	Limited set of reps provided.	Scope of reps greatly expanded, including, among others: (i) title rep, (ii) licence rep, (iii) insurance rep, (iv) no default under Material Contracts rep, (v) no litigation rep, (vi) no omissions rep, and (vii) a SISP and Steensby expansion reporting rep.	To discuss if added reps are capable of being made; however, some are duplicative and unworkable. Scope of reps to be pared back substantially and standard materiality, reasonability and knowledge qualifiers to be added.
9.	Covenants	Limited set of positive and negative covenants.	Scope of positive covenants greatly expanded, including, among others, covenants to: (i) deliver information requested by the DIP Lenders, (ii) provide the DIP Lenders with drafts of all motion materials, (iii) pay all DIP Lender expenses at least every two weeks, (iv) continue operations in the ordinary course, ensure fuel is obtained, ship all products for sale and not change employee head count, (v) disclaim all contracts not within the Approved Cash Flow Forecast, (vi) establish a risk management program and provide the DIP Lenders with a right of first refusal on any hedges, (vii) take all actions to maintain all licenses and to	Scope of covenants extremely restrictive and duplicative in a number of places. Covenants to be pared back substantially and standard materiality, reasonability and knowledge qualifiers added to avoid unnecessary Events of Default and allow BIM to operate its business. 6Mt permit is not held by the business. DIP Lenders should not have a right of first refusal on hedges. This would prevent BIM from obtaining hedges on market terms.

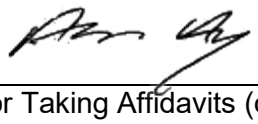
			obtain and preserve the permit to allow for transportation of 6Mt, and (viii) enter into a KERP/KEIP by June 5, 2026 in form satisfactory to DIP Lenders. Scope of negative covenants likewise greatly expanded, including prohibitions on (i) royalty payments to shareholders, (ii) payments to Glencore, and (iii) taking any action which may impair the ability of the Obligors to utilize operating losses.	
10.	SISP	Deadline for commencement of SISP to be six months after the issuance of the Initial Order. SISP to close no later than 24 months after the commencement of the SISP.	SISP process to be in form acceptable to the DIP Lenders, must be commenced within 3 months of the Second Amended and Restated Initial Order. Final deadline for SISP is 1 year after its commencement.	BIM requires at least 2 months to design SISP process and 24 months from its initiation.
11.	Events of Default	Standard set of Events of Default	Scope of Events of Default greatly expanded, including, among others, (i) cross default with any Material Contract, or an amendment thereto, (ii) default upon failure to pay DIP Lender expenses within 2 Business Days of invoices therefor, (iii) a 10%	As with the added covenants, the added Events of Default are extremely onerous, duplicative and serve as another tool for the DIP Lenders to control the operations of the business.

			cumulative negative variance from the DIP Budget, (iv) any order granted against BIM in excess of $100,000, and (v) any event that materially affects the Obligors as determined by the DIP Lenders in their sole discretion. Upon an Event of Default occurring the DIP Lenders can accelerate the repayment of the DIP Facility, including the Commitment Fee. There are no general cure periods on defaults and very limited cure periods on certain specified defaults.	
12.	Termination	BIM is entitled to terminate in the event the DIP Lender fails to fund or upon the full payment of the DIP Obligations.	BIM is only entitled to terminate the Term Sheet upon the **indefeasible** payment of the DIP Obligations.	The effect of this change is to allow the DIP Lenders to not fund and preclude BIM from terminating the DIP Facility. Additionally, even after BIM repays all of the DIP Obligations, the DIP Facility (and the security granted in connection therewith) will not be terminated/released until it has been determined to have been indefeasibly repaid. Lenders have used the addition of “indefeasible” repayment to not release security for up to six months.

13.	Assignment	Silent on DIP Lender assignment.	DIP Lenders entitled to assign prior to Initial Advance and are only severally liable for obligations.	This creates ability for DIP Lenders to avoid funding by assigning to parties without adequate liquidity to fund draws. It also creates the potential for a large number of DIP Lenders – creating potential material administrative impediment to approvals. A similar issue arises in respect of the various Supermajority DIP Lender approval requirements. To ensure potential interim financing can be provided during potential litigation in connection with the DIP, DIP should be capable of refinance without fees for a limited duration.
14.	Steensby	Silent on Steensby.	The DIP Lenders will only approve allocations to Steensby if a binding bid in the SISP has been provided which repays in full the DIP and the obligations to the senior secured creditors in full and the bidder consents to the Steensby Expansion, in addition to other conditions.	This will preclude any payments on Steensby, including those necessary to maintain authorizations. Please confirm if this is still the Secured Lenders' position.
15.	Operating Plan	Silent on operating plan.	BIM required to provide a business plan for approval by the Secured Lenders.	This overly restricts BIM's ability to manage its operations during the CCAA proceedings; adequate oversight is provided by the Approved Cash Flow.

16.	Syndication	Silent on syndication.	No backstop provisions included.	If loan is to be syndicated customary lender backstop provisions are required to ensure certainty of funding, including restrictions on eligible lenders, and defaulting lender provisions.

This is Exhibit "**G**" referred to in the Affidavit of Joshua Gordon, affirmed June 4, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

From: Maria Konyukhova <mkonyukhova@stikeman.com>
Sent: Wednesday, May 27, 2026 4:17 PM
To: Rosenberg, Jeffrey <Jeffrey.Rosenberg@fticonsulting.com>; Jacobs, Ryan <rjacobs@cassels.com>
Cc: Watson, Greg <greg.watson@fticonsulting.com>; mwasserman@osler.com
Subject: RE: CCAA Proceedings of Baffinland Iron Mines Corporation et al. (the "Applicants") (Court File No. CL-26-00000219-0000) – Applicants' Issues List in respect of Interim Financing Proposal

CAUTION: External Email

Hi Jeff. Further to my note below, I am attaching our responses to the Applicants' issues. While our clients wanted to be responsive to the issues the Applicants raised in the short time we were provided, some of the issues raised by the Applicants are in need of clarification in order to provide fully informed responses. We have noted those in the attached document. In particular, in order to consider some of the Applicants' feedback including related to the duration of the SISP, our clients would like to understand the Monitor's views on the Applicants' request for a 26 month SISP (from creation to completion) and the Company's ability to fund its operations through that period. We would appreciate a call with you to discuss those issues at your earliest convenience.

Maria Konyukhova

Direct: +1 416 869 5230
Mobile: +1 416 319 1632
Email: mkonyukhova@stikeman.com

From: Rosenberg, Jeffrey <Jeffrey.Rosenberg@fticonsulting.com>
Sent: Wednesday, May 27, 2026 2:52 PM
To: Maria Konyukhova <mkonyukhova@stikeman.com>; Jacobs, Ryan <rjacobs@cassels.com>
Cc: Watson, Greg <greg.watson@fticonsulting.com>; mwasserman@osler.com
Subject: RE: CCAA Proceedings of Baffinland Iron Mines Corporation et al. (the "Applicants") (Court File No. CL-26-00000219-0000) – Applicants' Issues List in respect of Interim Financing Proposal

Understood.

Thank you, Jeff

From: Maria Konyukhova <mkonyukhova@stikeman.com>
Sent: Wednesday, May 27, 2026 2:34 PM
To: Rosenberg, Jeffrey <Jeffrey.Rosenberg@fticonsulting.com>; Jacobs, Ryan <rjacobs@cassels.com>
Cc: Watson, Greg <greg.watson@fticonsulting.com>; mwasserman@osler.com
Subject: [EXTERNAL] RE: CCAA Proceedings of Baffinland Iron Mines Corporation et al. (the "Applicants") (Court File No. CL-26-00000219-0000) – Applicants' Issues List in respect of Interim Financing Proposal

Thanks, Jeff. We are working with our clients on preparing responses to these issues and will deliver same as soon as possible; however, that may be past 3:00 p.m.

Maria Konyukhova

Direct: +1 416 869 5230
Mobile: +1 416 319 1632
Email: mkonyukhova@stikeman.com

From: Rosenberg, Jeffrey <Jeffrey.Rosenberg@fticonsulting.com>
Sent: Wednesday, May 27, 2026 9:48 AM
To: Maria Konyukhova <mkonyukhova@stikeman.com>; Jacobs, Ryan <rjacobs@cassels.com>
Cc: Watson, Greg <greg.watson@fticonsulting.com>; mwasserman@osler.com
Subject: CCAA Proceedings of Baffinland Iron Mines Corporation et al. (the "Applicants") (Court File No. CL-26-00000219-0000) – Applicants' Issues List in respect of Interim Financing Proposal

Please find attached the Applicants' issues list in respect of the interim financing proposal that you submitted in connection with the interim financing solicitation process being conducted by the Applicants.

Please provide responses to the issues identified by **no later than 3:00 p.m. (Toronto time) today, May 27, 2026**.

Thank you, Jeff

Jeffrey Rosenberg
Senior Managing Director

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Project O – DIP Proposal – Secured Lenders

The following is a list of the key business and legal issues arising from our review of Oaktree Capital Management, L.P. and Hartree Partners, LP (collectively, "**Oaktree**") and the ad hoc group of holders of 8.750% senior secured notes due 2026 issued by Baffinland Iron Mines Corporation (collectively, the "**Noteholders**" and together with Oaktree, the "**Secured Lenders**") comments to the bid draft DIP Facility Term Sheet (the "**Term Sheet**") of Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, "**BIM**"). This list does not constitute a comprehensive list of issues or comments on the Term Sheet. Capitalized terms used but undefined herein have the meanings ascribed to them in the Term Sheet.

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
1.	DIP Facility	$300M revolving DIP Facility.	$300M delayed draw term facility. Lenders are severally and not jointly liable. The DIP Lenders also proposed an interim financing facility in the amount of $70M with an initial advance of $50M. The terms of this facility include an Exit Fee of $1.2M payable upon repayment, unless	Unclear what happens if a DIP Lender fails to fund. Especially given there is no termination right for the Borrower if this occurs. DIP Facility expected to be a revolver. Anticipating potential litigation in connection with the DIP - the DIP should contemplate a potential interim financing in the amount of $110M at BIM's option, not subject to fees for an initial four week period and be freely assignable in a refinancing.	Delayed Draw Term Loan is administratively easier for lenders, including through use of fronting bank. Further, our understanding is that the Company does not intend to meaningfully repay and reborrow amounts during the CCAA proceeding, so it is unclear why the revolver/DDTL structure is material. The Borrower has standard contractual remedies available to it in the event any DIP Lender does not fund in

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
			refinanced before maturity.		contravention of its obligations. The DIP Lenders are willing to raise the amount of interim funding to $110M, consistent with an Approved Cash Flow Forecast. The DIP obligations cannot be "freely assignable" by the Borrowers. If there is a refinancing of the DIP, existing lenders should be paid in full and assignability of the Borrower's obligations is not relevant.
2.	DIP Advances	No cap on subsequent advances, need only satisfy the Subsequent Advance Conditions (essentially no EoD and Amended and Restated Initial	Initial Advance Conditions require (i) a stay of proceedings until at least September 30, 2026, (ii) advance notice of at least 3 Business Days, (iii) DIP lenders must have received officer's certs and resolutions in a form satisfactory to them and	This level of conditionality on the Initial Advance is not aligned with committed financing.	Please specify which conditions to Initial and Subsequent Advances are unacceptable. Provision of advanced notice and required officer's certs and the list of licenses/permits are wholly within the Borrowers' control; if you

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
		Order has been issued).	be satisfied that no encumbrances rank ahead of the DIP Charge and (iv) the Borrowers must provide a list of all material licenses and permits required for the continued operation of the Business.		anticipate not being able to provide a list of material licenses/permits please let us know why.
3.	Use of Proceeds	DIP Facility to be used in accordance with Approved Cash Flow, which includes royalty payments under Royalty Agreements and amounts payable under the Benefits Agreement.	DIP Facility to be used in accordance with the Approved Cash Flow Forecast, including **pre** and post-filing expenses payable to the DIP Lenders or their advisors under the Senior Credit Agreement and the Indenture, royalty payments and amounts payable under the Benefits Agreement. BIM and Monitor professional fees are only to be paid if in the Approved Cash Flow Forecast.	The use of proceeds are inconsistent with the covenants which preclude Royalty Payments to shareholders of Borrowers. Pre-filing amounts cannot be paid under DIP. BIM professional fees cannot be subject to approval by the DIP Lender. Monitor cannot have any limitation on its role in this case or otherwise fetter its rights by restricting its ability to pay its fees and the fees of its counsel.	The covenant is specific to royalty payments to shareholders, whereas the Use of Proceeds language (by reference to the defined term) is specific to those Royalty Agreements. We can clarify this. The current budget does not contemplate making payments under shareholder royalty agreements during the case, so there should be no issue agreeing to the covenant proposed.

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
					BIM/Monitor fees can be carved out from permitted variance caps.
4.	Interest and Fees	Interest on DIP Facility to be proposed by DIP lenders.	Interest rate to be Adjusted Term SOFR (as defined in the Senior Credit Agreement)[1] plus 7.00%. Upfront fee of 3.00% payable on the total Loan Amount which PIKs. Unclear whether this fee reduces total availability. Borrowers are to pay all reasonable fees of advisors which include: (i) Stikeman, (ii) Paul Weiss, (iii) a financial advisor, (iv) Akin, (v) Cassels and (vi) Houlihan Lokey, in connection with the DIP and a potential Restructuring	Best and final pricing terms should be delivered in next round. Secured Lenders to provide an estimate of all professional fees and expenses until maturity and how much is currently outstanding. This is an excessive number of advisors. Secured Lenders to confirm if payment of fees are guaranteed by Secured Lenders.	We will provide estimated run rates for Secured Lender professional fees. Secured Lenders' advisors' fees are already payable by the Company under their respective credit agreements. Selecting the Secured Lenders as the DIP lenders will have the added advantage of removing one additional layer of advisor fees.

[1] Adjusted Term SOFR is defined in the Senior Credit Agreement as Term SOFR for the relevant interest period (e.g. approximately 3.6% today) plus 0.10%-0.25% depending on the applicable SOFR term, subject to a 2% floor.

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
			Transaction. All accrued expenses will be paid in full through a deduction from the initial advance. Third party fees are to be paid within 2 Business Days of being invoiced.		
5.	Financial Reporting	Approved Cash Flows to be attached to the Term Sheet and approved by the DIP Lender. No variance reporting.	Approved Cash Flows may be revised in a form acceptable to the Required DIP Lenders. No further amounts past the 13-week Approved Cash Flow Forecast may be rolled-forward unless the DIP Lenders approve. Revised cash flows provided from time to time. Variance reports deliverable every second week. A negative variance of more than 10% in any two-week period is an Event of Default.	BIM requires committed funding for the anticipated 24 month SISP process, based on its cash projections previously shared. The Approved Cash Flow is to be in a form originally acceptable to the Secured Lenders, acting reasonably. An agreed form of variance report is to be delivered every 4 weeks. If such variance report does not show a negative variance of more than 15% (excluding the impact of the Secured Lender's professional fees and expenses and commodity price fluctuations) the applicable cash flows will not be subject to rejection by the Secured Lenders.	12 months is already a long time period for a SISP process and the SISP process must be sufficiently capitalized. Extensions of that SISP process may be considered based on the facts at the end of that 12-month process, but pre-authorization of a 26-month process is not acceptable. We would like to discuss the Monitor's views on the appropriate timeline for a SISP and the ability of the Company to fund operations in that time period. OK to move from 2-week to 4-week variance reporting, but variance to

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
				.	remain at 10%, subject to discussion with the Monitor on managing commodity line items. DIP Lender approval of budgets must be retained. Current language already provides for automatic roll-forward of OpEx if no approval is agreed. OK to carve lender fees out from the variance reporting, but the parties should discuss hedging arrangements and strategy.
6.	Repayment and Maturity	Revolving facility must be repaid upon the earlier to occur of (i) an Event of Default which is not cured for 30 days, (ii) conversion to a BIA proceeding, or (iii) some period after the completion of a	DIP Facility must be repaid upon the earlier to occur of (i) an Event of Default (some limited cure periods on some Events of Default), (ii) 1 year after the date of the DIP Term Sheet, subject to two extension of 3 months each if the DIP Lenders approve of the new budget and a 2% extension fee which	A number of EoDs have a hair trigger on default; reasonable cure periods are required. Outside date for SISP process and potential extension periods are too short given proposed SISP process length. BIM requires at least 2 months to design SISP process and 24 months from its initiation.	Secured Lenders are prepared to discuss. Please propose cure periods which would be acceptable to the Company with respect to the Events of Default you are concerned about. As noted above, the Secured Lenders are not willing to pre-authorize a SISP process for longer

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
		Restructuring Transaction.	PIKs, or (iii) conversion of the CCAA Proceedings into proceedings under the BIA.		than 12 months. Further extensions may be granted pending the facts and circumstances at such time.
7.	Prepayments	No mandatory prepayment provision.	BIM required to prepay DIP Facility in the event it disposes of collateral outside of the ordinary course of business or receives any insurance proceeds or any cash received outside of the ordinary course of business.	Standard carve-outs for insurance proceeds and cash from disposal of obsolete goods being used to replace damaged or obsolete assets to be included. Cash received outside of ordinary course of business should not be required to be paid to the DIP Lenders.	Secured Lenders are prepared to discuss. Please advise on an acceptable individual and aggregate thresholds for non-ordinary course proceeds (including from insurance and disposal of obsolete goods) to be retained by the Debtors instead of used for repayment over the course of the case.
8.	Representations	Limited set of reps provided.	Scope of reps greatly expanded, including, among others: (i) title rep, (ii) licence rep, (iii) insurance rep, (iv) no default under Material Contracts rep, (v) no litigation rep, (vi) no omissions rep, and (vii) a SISP and Steensby expansion reporting rep.	To discuss if added reps are capable of being made; however, some are duplicative and unworkable. Scope of reps to be pared back substantially and standard materiality, reasonability and knowledge qualifiers to be added.	Secured Lenders are prepared to discuss. Please provide specific requests with respect to the paring back or qualification of particular reps and warranties.
9.	Covenants	Limited set of positive and	Scope of positive covenants greatly	Scope of covenants extremely restrictive and	Secured Lenders are prepared to discuss.

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
		negative covenants.	expanded, including, among others, covenants to: (i) deliver information requested by the DIP Lenders, (ii) provide the DIP Lenders with drafts of all motion materials, (iii) pay all DIP Lender expenses at least every two weeks, (iv) continue operations in the ordinary course, ensure fuel is obtained, ship all products for sale and not change employee head count, (v) disclaim all contracts not within the Approved Cash Flow Forecast, (vi) establish a risk management program and provide the DIP Lenders with a right of first refusal on any hedges, (vii) take all actions to maintain all licenses and to obtain and preserve the permit to allow for transportation of 6Mt, and (viii) enter into a KERP/KEIP by June 5, 2026 in form	duplicative in a number of places. Covenants to be pared back substantially and standard materiality, reasonability and knowledge qualifiers added to avoid unnecessary Events of Default and allow BIM to operate its business. 6Mt permit is not held by the business. DIP Lenders should not have a right of first refusal on hedges. This would prevent BIM from obtaining hedges on market terms.	Please provide specific requests with respect to particular covenants. The Company should obtain hedging given volatility of certain inputs and cash flows of the business. The Secured Lenders believe that it would be prudent to have hedging policies and programs in place, and would like to discuss both capital management and permitting strategy with the Monitor. Subject to having those discussions, the Secured Lenders are willing to drop the ROFR with respect to hedging arrangements and discuss required modifications with respect to the 6 mpta permit and overall permitting strategies.

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
			satisfactory to DIP Lenders. Scope of negative covenants likewise greatly expanded, including prohibitions on (i) royalty payments to shareholders, (ii) payments to Glencore, and (iii) taking any action which may impair the ability of the Obligors to utilize operating losses.		
10.	SISP	Deadline for commencement of SISP to be six months after the issuance of the Initial Order. SISP to close no later than 24 months after the commencement of the SISP.	SISP process to be in form acceptable to the DIP Lenders, must be commenced within 3 months of the Second Amended and Restated Initial Order. Final deadline for SISP is 1 year after its commencement.	BIM requires at least 2 months to design SISP process and 24 months from its initiation.	As noted above, the Secured Lenders are not willing to agree to a SISP duration longer than 12 months at this point. Any SISP must be designed to comport with the Company's anticipated liquidity and budget.
11.	Events of Default	Standard set of Events of Default	Scope of Events of Default greatly expanded, including, among others, (i) cross default with any Material	As with the added covenants, the added Events of Default are extremely onerous, duplicative and serve as another tool for the DIP	Secured Lenders are prepared to discuss. Please provide specific comments with respect to

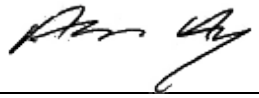
#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
			Contract, or an amendment thereto, (ii) default upon failure to pay DIP Lender expenses within 2 Business Days of invoices therefor, (iii) a 10% cumulative negative variance from the DIP Budget, (iv) any order granted against BIM in excess of $100,000, and (v) any event that materially affects the Obligors as determined by the DIP Lenders in their sole discretion. Upon an Event of Default occurring the DIP Lenders can accelerate the repayment of the DIP Facility, including the Commitment Fee. There are no general cure periods on defaults and very limited cure periods on certain specified defaults.	Lenders to control the operations of the business.	particular Events of Default.
12.	Termination	BIM is entitled to terminate in the	BIM is only entitled to terminate the Term	The effect of this change is to allow the DIP Lenders to not	There is no intention to give DIP Lenders the right

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
		event the DIP Lender fails to fund or upon the full payment of the DIP Obligations.	Sheet upon the **indefeasible** payment of the DIP Obligations.	fund and preclude BIM from terminating the DIP Facility. Additionally, even after BIM repays all of the DIP Obligations, the DIP Facility (and the security granted in connection therewith) will not be terminated/released until it has been determined to have been indefeasibly repaid. Lenders have used the addition of "indefeasible" repayment to not release security for up to six months.	not to fund in accordance with the terms set forth in the Term Sheet, which we can clarify. BIM retains contractual remedies in the event that a DIP Lender breaches an obligation to fund upon applicable CPs having been met. The use of "indefeasible" is standard with respect to termination upon repayment, but to discuss.
13.	Assignment	Silent on DIP Lender assignment.	DIP Lenders entitled to assign prior to Initial Advance and are only severally liable for obligations.	This creates ability for DIP Lenders to avoid funding by assigning to parties without adequate liquidity to fund draws. It also creates the potential for a large number of DIP Lenders – creating potential material administrative impediment to approvals. A similar issue arises in respect of the various Supermajority DIP Lender approval requirements. To ensure	To revise to provide that the Borrower may assign with Required DIP Lender consent, not to be unreasonably withheld, so long as no Event of Default has occurred and is continuing. Borrower consent is subject to standard carveouts permitting assignment by DIP Lenders to affiliates, and typical back-leveraging permissions.

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
				potential interim financing can be provided during potential litigation in connection with the DIP, DIP should be capable of refinance without fees for a limited duration.	Supermajority consent will not be logistically difficult to obtain; both groups are organized and sophisticated, and is also required only with respect to certain limited budget approvals related to Steensby/exploration and approval of the SISP.
14.	Steensby	Silent on Steensby.	The DIP Lenders will only approve allocations to Steensby if a binding bid in the SISP has been provided which repays in full the DIP and the obligations to the senior secured creditors in full and the bidder consents to the Steensby Expansion, in addition to other conditions.	This will preclude any payments on Steensby, including those necessary to maintain authorizations. Please confirm if this is still the Secured Lenders' position.	Please advise what spending is required with respect to maintaining authorizations between the end of the initial 13wk budget (which Secured Lenders have already agreed to) and the delivery of bids under the SISP.
15.	Operating Plan	Silent on operating plan.	BIM required to provide a business plan for approval by the Secured Lenders.	This overly restricts BIM's ability to manage its operations during the CCAA proceedings; adequate oversight is provided by the Approved Cash Flow.	The SISP must be based on an operating plan that aligns with the requested DIP sizing and anticipated liquidity for the business, and so approval of the operating plan is

#	Issue	Bid Draft Term Sheet	Oaktree and Noteholder Draft	BIM Comments	Secured Lender Response
					necessary for the DIP financing. Any SISP also will require that potential bidders are presented with a business plan, and requiring that the Company provide this to the DIP Lenders (and, as with the rest of the SISP terms, that it is acceptable to them) is not overly burdensome.
16.	Syndication	Silent on syndication.	No backstop provisions included.	If loan is to be syndicated customary lender backstop provisions are required to ensure certainty of funding, including restrictions on eligible lenders, and defaulting lender provisions.	See above regarding lender assignment; subject to standard carveouts permitting assignment to affiliates and back leveraging, there is no intent to syndicate to third parties.

This is Exhibit "**H**" referred to in the Affidavit of Joshua Gordon, affirmed June 4, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

From: Renner, Natalie <nrenner@dwpv.com>
Sent: Thursday, May 28, 2026 8:22 PM
To: pyang@stikeman.com; idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com; nethridge@akingump.com; Jacobs, Ryan <rjacobs@cassels.com>; Wunder, Michael <mwunder@cassels.com>; mkonyukhova@stikeman.com; lcopen@stikeman.com; Brian Bolin (bbolin@paulweiss.com) <bbolin@paulweiss.com>; jgraham@paulweiss.com
Cc: Project Canary <projectcanary@osler.com>; Greg Watson <greg.watson@fticonsulting.com>; Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>; Renner, Natalie <nrenner@dwpv.com>; Cutler, Steven <SCutler@dwpv.com>; Hyman, Scott <SHyman@dwpv.com>; Nicholls, Robert <rnicholls@dwpv.com>
Subject: Project Canary - Confidential - DIP Term Sheet - OTHT AGH

CAUTION: External Email

All,

Please find attached a turn of the DIP Term Sheet, with a blackline against the version you circulated. Please return your best and final terms by no later than **Saturday, May 30, 2026 at 2:00 PM (Toronto time)**. This will be the final set of terms that will be considered by the Debtors before they identify a successful party to move forward to finalize a definitive agreement.

The Debtors remain available to address any questions you have in advance of Saturday. However, please note that the term sheet will not be subject to negotiation during any such discussions. If you would like assistance in arranging a meeting, please let us know.

Best regards,
Natalie

Natalie Renner **She, Her**
T 416.367.7489
nrenner@dwpv.com
Bio | vCard

DAVIES
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Toronto, ON M5V 3J7
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DAVIES WARD PHILLIPS & VINEBERG LLP
This email may contain confidential information which may be protected by legal privilege. If you are not the intended recipient, please immediately notify us by reply email or by telephone. Delete this email and destroy any copies.

CONFIDENTIAL
Draft: 05.28.2026

DIP FACILITY LOAN AGREEMENT

DATED AS OF May ■, 2026

WHEREAS Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, the "**Borrowers**") have requested the DIP Lenders (defined below) to provide funding in order to assist with proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") that were commenced before the Ontario Superior Court of Justice – Commercial List (the "**Court**") in accordance with the terms and conditions set out herein (the "**CCAA Proceeding**");

AND WHEREAS the DIP Lenders have agreed to provide the DIP Facility (defined below) in accordance with the terms and conditions set out below.

NOW THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms:** A capitalized term not defined in the body of this Agreement has the meaning ascribed to it in the Definitions section below.

2. **Interpretation:** In this Agreement, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

   The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

   References in this Agreement to Sections or Schedules are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise.

3. **Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America.

4. **Borrowers:** Baffinland Iron Mines Corporation ("**BIM Corp**") and Baffinland Iron Mines LP ("**Baffin LP**" and, together with BIM Corp, the "**Borrowers**").

5. **Guarantors:** Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Guarantors**" and collectively with the Borrowers, the "**Obligors**").

6. **DIP Lenders:** The institutions described in Schedule A (on behalf of themselves and their affiliates and managed funds) hereby commit to provide the DIP Facility, on a joint and several basis (collectively, the **"DIP Lenders**")

upon the terms and conditions set forth in this Agreement.[1] As between themselves, DIP Lenders' respective commitments are set forth adjacent to each DIP Lender's name in Schedule A.

An institution acceptable to the Required DIP Lenders shall act as administrative agent and as collateral agent for the DIP Facility (in such capacities, the "**DIP Agent**").

An institution acceptable to the Required DIP Lenders shall act as fronting lender (the "**Fronting Lender**") pursuant to which the Fronting Lender shall fund each Advance on behalf of the DIP Lenders and subsequently assign such funded DIP Loans to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and the each of the DIP Lenders. The Fronting Lender shall be a "DIP Lender" for all purposes herein.

Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include the DIP Agent and the Fronting Lender as parties hereto and to, among other things, add customary agency provisions for the benefit of the DIP Agent and fronting lender provisions for the benefit of the Fronting Lender, in each case, that are acceptable to the Borrowers, the DIP Agent, the Required DIP Lenders and the Fronting Lender (solely with respect to the fronting lender provisions), in each case, acting reasonably.

7. **DIP Facility:** The DIP Lenders agree to establish in favour of the Borrowers a debtor-in-possession delayed draw term loan facility (the "**DIP Facility**" and, the loans thereunder, the "**DIP Loans**") in the principal amount equal to $**[300 million]** (the "**Loan Amount**").[2] No amount capitalized as principal hereunder shall reduce the availability of the full Loan Amount to the Borrowers.

8. **DIP Advances:** Advances under the DIP Facility in the aggregate principal amount of up to $110 million (the "**Bridge Advances**") shall be made available to the Borrowers during the four week period beginning on the date of the Second Amended and Restated Initial Order (the "**Bridge Period**"), subject to satisfaction of the Subsequent Advance Conditions (other than the first advance under the DIP Facility (the "**Initial Advance**"), which shall be advanced to the Borrower on the date of the Second Amended and Restated Initial Order and is subject to the Initial Advance Conditions).

Notwithstanding anything else to the contrary herein, fees accruing on or levied in relation to or in respect of the Bridge Advances, and professional

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1 **Note to Draft**: It is uncompetitive for the Borrowers to seek redress against individual DIP Lenders. The DIP Lenders' obligations should be joint and several vis-à-vis the Borrowers. The DIP Lenders are free to make their own arrangements among each other.

2 **Note to Draft**: Consider size of the DIP Facility Amount in connection with expected DIP Advisor Fees to be incurred during the CCAA Proceeding and to account for a KERP in the range of **[X]**, each of which are not yet accounted for in the financial model.

fees or expenses payable in connection with the Bridge Advances shall not be payable by the Obligors, and none of the Obligors shall be liable for the payment of such amounts, whether as Indebtedness or as an obligation or liability of any kind, nor shall such amounts form a part of the DIP Obligations during the Bridge Period. For greater certainty, interest shall accrue and be payable on the Bridge Advances pursuant to the terms hereof. In the event the DIP Facility is not refinanced or otherwise assigned by the DIP Lenders, the DIP Agent or the Fronting Lender during the Bridge Period, the fees that have accrued or would have otherwise been payable to the DIP Lenders, the DIP Agent or the Fronting Lender pursuant to the terms hereof and any professional fees or expenses that would have otherwise been payable hereunder by the Borrowers, in each case but for the limitations provided herein, shall be deemed to have accrued and shall be payable from the date of the Initial Advance to but excluding the last day of the Bridge Period and shall form a part of the DIP Obligations. If the Bridge Facility is so refinanced or otherwise assigned, no such fees or professional fees and expenses shall be owing or payable by any Obligor.

Subsequent advances under the DIP Facility (each, a "**Subsequent Advance**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) every other week (or as otherwise agreed by the Borrowers and the Required DIP Lenders), with each Subsequent Advance being in an amount no less than $20 million,[3] in each case subject to the satisfaction of the Subsequent Advance Conditions (as defined below). The sum of the Initial Advance and the Subsequent Advances shall not exceed the Loan Amount. The timing and amount of each Subsequent Advance shall be determined based on the funding needs of the Borrowers as set forth in the Approved Cash Flow Forecast, and Subsequent Advances shall only be available and provided hereunder after the Borrowers have received the entirety of the Initial Advance.

Advances under the DIP Facility, other than the Initial Advance (each, an "**Advance**") require a written notice to be delivered to the DIP Agent and the DIP Lenders, at least three (3) Business Days prior to the requested date of the Advance, or such shorter period as may be agreed by the Required DIP Lenders in advance (each, an "**Advance Notice**"), which has been executed by an officer of the Borrowers setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; and (c) certification that the representations and warranties contained herein are true and correct in all material respects as of such date.

Each Advance, on behalf of and at the request of each of the DIP Lenders, shall be provided by and funded to the DIP Agent by the Fronting Lender and subsequently assigned to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each DIP Lender. The Fronting Lender

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[3] **Note to Draft**: Advances are required to be made in accordance with the Approved Cash Flow Forecast elsewhere.

shall deposit into the Borrowers' Account the amount requested by the Borrowers pursuant to the Advance Notice on the requested date of the Advance, net of all fees, costs and expenses to be paid in connection with such Advance pursuant to a funds direction to be delivered prior to the date of such Advance; provided that (x) with respect to the Initial Advance, the Initial Advance Conditions are satisfied as of such date and (y) with respect to each Advance after the Initial Advance, the applicable conditions described in this section 8 and the applicable Subsequent Advance Conditions are satisfied as of such date.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used solely by the Borrowers in accordance with the Approved Cash Flow Forecast (subject to Permitted Variances), which shall include provision for payment, in all respects subject to and to the extent included in the Approved Cash Flow Forecast (subject to Permitted Variances), of (i) the fees of the Monitor and its counsel and counsel for the Obligors, (ii) interest, fees (including the Commitment/Funding Fee) and other amounts owing to the DIP Lenders under this Agreement, (iii) post-filing expenses payable to the DIP Lenders or to the extent constituting Permitted Advisor Payments, their advisors under the DIP Facility, and ordinary course payments for the Borrowers' working capital needs during the CCAA Proceeding, including, post-filing accounts payable in the ordinary course of the Business, Priority Payables and in respect of the pursuit of the SISP, (iv) royalty payments under each of the Royalty Agreements when due and payable under such Royalty Agreement,, (v) cash collateral required to support letters of credit issued by financial institutions, (vi) Pre-Approved Steensby Capex, and (vii) amounts payable under the Benefits Agreement.[4] Without the prior written consent of the Required DIP Lenders, no proceeds may be used, and no expenditures shall be made, for any purpose that is not included in the Approved Cash Flow Forecast (subject to Permitted Variances).

10. **Assignment by the Borrowers:** The Borrowers shall not be permitted to assign their interests in this Agreement without the prior written consent of the Required DIP Lenders, not be unreasonably withheld.

11. **Evidence of Indebtedness:** The DIP Agent shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP Agent register constitutes, in the absence of manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP Lenders pursuant to the DIP Facility.

12. **Interest; Fees** All amounts owing by the Borrowers hereunder to the DIP Lenders on account of the principal, overdue interest and expenses shall bear interest at a rate per annum equal to 1 month Term SOFR from time to time plus

[4] **Note to Draft**: Deleted language is duplicative of lead-in language.

4.75%, payable entirely in cash on each Interest Payment Date (the "**Interest Rate**"). To the extent permitted by Law, effective upon the occurrence of and during the continuance of an Event of Default, all overdue amounts owing to the DIP Lenders hereunder by the Borrowers on account of principal, overdue interest and expenses shall bear interest at the Interest Rate plus an additional 2% per annum (the Interest Rate, as increased, the "**Default Rate**").

All interest hereunder shall be computed on the basis of a year of 360 days and shall accrue and be calculated daily and payable in cash, monthly in arrears on the last Business Day of each month (each, an "**Interest Payment Date**"); provided that unless otherwise agreed by the Required DIP Lenders, interest accruing at the Default Rate shall be payable in cash on demand, both before and after demand and judgment.

In the case of an Advance, the first "**Interest Period**" shall commence on and include the date of such Advance and shall end on and exclude the next following Interest Payment Date. Thereafter, in the case of such Advance, the Interest Period shall commence on and include the Interest Payment Date and end on and exclude the next Interest Payment Date or the Maturity Date, whichever is earlier.

If the DIP Facility is not refinanced or otherwise assigned by the DIP Lenders during the Bridge Period, on the day following the Bridge Period, the Borrowers shall pay a fee (the "**Commitment/Funding Fee**") of 1.75% of the Loan Amount to the DIP Lenders on a pro rata basis, which such Commitment/Funding Fee shall be payable in kind and capitalized on the principal amount of the DIP Loans on such date.

The Commitment/Funding Fee shall constitute part of the DIP Obligations, shall be secured by the DIP Charge, and shall bear interest at the Interest Rate.

Notwithstanding anything to the contrary in this section 12, this section 12 is subject to the restrictions on interest, fees and expenses imposed under section 8 with respect to Bridge Advances.

13. **Other Costs and Expenses:** Subject to the limitations in Section 8, the Borrowers shall pay all reasonable and documented third-party out-of-pocket costs and expenses of the DIP Agent, the DIP Lenders and the Fronting Lender for all due diligence and all reasonable and documented fees, out-of-pocket expenses and disbursements of advisors (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG, and notwithstanding anything to the contrary herein which reasonable and documented fees, out-of-pocket expenses and disbursements of advisors shall not exceed $■ per month (such amounts, "**Permitted Advisor**

Payments")),[5] in each case, incurred post-CCAA filing in connection with the preparation, negotiation and consummation of this Agreement, the administration of the DIP Facility and participation in the CCAA Proceeding, including any reasonable and documented third-party costs and out-of-pocket expenses incurred by the DIP Agent, the DIP Lenders and the Fronting Lender in connection with the enforcement of any of the rights and remedies available hereunder or under the DIP Security (such post CCAA-filing expenses, collectively, the "**DIP Lender Expenses**"). The DIP Lender Expenses shall form part of the DIP Obligations secured by the DIP Charge (as defined below). All accrued DIP Lender Expenses incurred post CCAA-filing and prior to date of the Initial Advance shall be paid in full through deduction from the Initial Advance.

14. **Approved Cash Flow Forecast:** Attached hereto as Schedule B is a detailed cash flow projection (the "**Initial Cash Flow Forecast**"), which is in form and substance satisfactory to the Required DIP Lenders and which may include, *inter alia*, provision for payments on account of any interest and expenses which may be payable under the DIP Facility, rent and other occupancy costs, supplier payments, cash collateral required to support letters of credit issued by financial institutions, post-filing accounts payable in the ordinary course of the Business, Priority Payables, payments of amounts payable under the Royalty Agreements and the Benefits Agreement, and the costs and expenses associated with the CCAA Proceeding.

The Borrowers, with the assistance of the Monitor, shall, from time to time as required by this Agreement, present the DIP Lenders with a revised cash flow in a substantially similar form (the "**Updated Cash Flow Forecast**"). Upon the written approval of the Required DIP Lenders, the Updated Cash Flow shall thereafter be deemed to be the effective cash flow forecast (the "**Approved Cash Flow Forecast**") for the purposes hereof. Until such time as the Required DIP Lenders approve an Updated Cash Flow Forecast, the prior Approved Cash Flow Forecast shall remain in effect.[6] The DIP Lenders shall be under no obligation to approve any Updated Cash Flow Forecast notwithstanding any prior approval of any prior or then-current Approved Cash Flow Forecast, recognizing that if no such approval is given the then prior Approved Cash Flow Forecast shall remain in effect.[7]

The DIP Lenders agree to provide for approvals in allocations in the Approved Cash Flow Forecast to capital expenditures in connection with Pre-Approved Steensby CapEx.

In addition to Pre-Approved Steensby CapEx, the DIP Lenders agree to provide for approvals in allocations in the Approved Cash Flow Forecast

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5 **Note to Draft**: Please provide a figure for the DIP Lender's professional advisor fees. This will affect the net proceeds available to the Borrower.

6 **Note to Draft**: Limiting the roll-forward to opex will starve the business intended to be operated in the ordinary course. It is not competitive.

7 **Note to Draft**: Deleted items are duplicative of the above.

to capital expenditures in connection with the Steensby Expansion or any additional exploration costs at such time as the Borrowers have (i) obtained one or more bona fide, binding, irrevocable bids in the SISP that provide for (A) the repayment in full in cash of the DIP Facility and the obligations under the Senior Credit Agreement and the Senior Secured Notes on or prior to the closing of such sale transaction, and (B) the consent of such bidder(s) to pursue the Steensby Railway project and related financing process (the "**Steensby Expansion**") and further exploration, with a plan for execution which is reasonably acceptable to the Required DIP Lenders; (ii) submitted to the DIP Lenders supporting plans including engineering, design and operations acceptable to the Required DIP Lenders; and (iii) liquidity which is reasonably acceptable to the Required DIP Lenders.

15. **Conditions Precedent to the Initial Advance:**

The DIP Lenders' obligation to make the Initial Advance hereunder from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Initial Advance Conditions**"):

(a) the Court shall have issued the Second Amended and Restated Initial Order in form and substance satisfactory to the DIP Agent, the Required DIP Lenders and the Fronting Lender, acting reasonably, among other things:

(i) authorizing and approving this Agreement;

(ii) granting the DIP Charge and the priority of the DIP Charge contemplated in this Agreement;

(iii) granting a stay of proceedings until no earlier than September 30, 2026; and

(iv) providing for provisional execution, or other satisfactory protection, in respect of any and all Advances made and/or Liens and/or charges granted for the DIP Loans, including the DIP Charge;

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired), unless otherwise agreed by the Required DIP Lenders, in their reasonable discretion;

(b) [reserved];[8]

(c) [reserved];

(d) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the Initial Advance; and

[8] **Note to Draft**: The Initial Advance will occur during the Bridge Period and so no fees, etc. should be payable.

(e) there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof.[9]

16. **Conditions Precedent to Advances of the Loan Amount (other than the Initial Advance):**

The DIP Lenders' agreement to make any additional Advances available from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Subsequent Advance Conditions**"):

(a) the Second Amended and Restated Initial Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired), unless otherwise agreed by the Required DIP Lenders, in their reasonable discretion;

(b) [reserved]

(c) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(d) subject to section 8, all reasonable and documented third-party out-of-pocket DIP Lender Expenses have been paid or will be paid from the proceeds of the requested Advance on the date of the applicable Advance;

(e) there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(f) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance;

(g) [reserved];[10]

(h) the Borrowers are in compliance with the current Approved Cash Flow Forecast (subject to Permitted Variances) as at the date of the proposed Advance;[11]

(i) [reserved].[12]

17. **DIP Charge:**

All of the obligations of the Obligors under or in connection with the DIP Facility, including without limitation, all principal, interest, fees and DIP

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9 **Note to Draft**: Deleted deliveries are overly burdensome. The key permit for the mine is the Project Certificate. There are otherwise a very large number of permits. It is not workable in context and will consume too much management time for little benefit. DIP Lenders have also not provided a compelling reason as to why the list is necessary.

10 **Note to Draft**: Breach of covenant is an EoD, so it subsumed by (f).

11 **Note to Draft**: The requirement to agree an updated cash flow (vs. rolling) effectively makes this a single draw facility at the discretion of the DIP Lenters which is not acceptable.

12 **Note to Draft**: Non-compliance with SISP Milestones is an Event of Default which is already a draw condition.

Lender Expenses (collectively, the "**DIP Obligations**"), shall be secured by a Court-ordered charge on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders (the "**DIP Charge**").

The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral other than (i) the administration charge not exceeding $5.0 million, (ii) the directors and officers charge not exceeding $20.4 million, and (iii) in respect of the Cash Collateral (as defined in the Amended and Restated Initial Order) (collectively, the "**Priority Charges**"), in each case unless otherwise consented by the Required DIP Lenders (acting reasonably).[13]

18. **DIP Security:** The Guarantors hereby guarantee in favour of the DIP Agent, for the benefit of the DIP Lenders, the payment and performance of the DIP Obligations of the Borrowers.[14]

The DIP Lenders shall be permitted to request DIP Security (in form and substance reasonably satisfactory to the Required DIP Lender) from the Obligors at any time. The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders, subject to subordination only in respect of the Priority Charges and Priority Payables. For greater certainty, the delivery of DIP Security shall not be a condition precedent to the Initial Advance or any other advances of the Loan Amount as set out in sections 15 and 16.

19. **[Reserved]:**[15]

20. **Borrowers' Account:** Advances shall be deposited into a bank account to be designated by the Borrowers (the "**Borrowers' Account**") and utilized by the Borrowers in accordance with the terms of this Agreement. At the request of the DIP Lenders, the Borrowers shall put in place a blocked account agreement in favour of the DIP Agent (for the benefit of the DIP Lenders) thereon on such terms as are acceptable to the Required DIP Lenders, in their discretion. Any such blocked account agreement shall not impose a payment block absent the occurrence of an Event of Default that is continuing.

21. **Repayment and Maturity Date:** All DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following:

(a) conversion of the CCAA Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(b) the date which is fifteen (15) days after a demand for payment is made by the DIP Agent (at the request of the Required DIP

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13 **Note to Draft**: Deletion covered by negative covenants.

14 **Note to Draft**: Detailed guarantee provisions are unnecessary in the context of a court approved DIP.

15 **Note to Draft**: Hedging and ranking of related security to be discussed post-DIP.

Lenders) following the occurrence of any Event of Default that is continuing as of such date;

(c) the closing of a Restructuring Transaction or combination of Restructuring Transactions; or

(d) the date that is eighteen (18) months after the granting of the Second Amended and Restated Initial Order, subject to the extensions set forth below (the "**Stated Maturity Date**")

(such earliest date, the "**Maturity Date**").

The Stated Maturity Date may be extended one time by the Borrowers for up to six (6) months, provided that (i) the Borrowers deliver a written extension request to the DIP Agent not less than ten (10) days prior to the then applicable Stated Maturity Date, (ii) no Default or Event of Default exists on the then applicable Stated Maturity Date, (iii) the Borrowers shall have paid an extension fee on the date of each such extension equal to one percent (1%) of the DIP Loans outstanding at such time, payable in-kind on the date of such extension to the DIP Agent on behalf of the DIP Lenders on a pro rata basis and capitalized on the principal amount of the DIP Loans as of such date and (iv) the Borrowers shall have provided to the DIP Agent and the DIP Lenders an Updated Cash Flow Forecast which shall be in form and substance satisfactory to the Required DIP Lenders acting reasonably, through and including the date to which the Stated Maturity Date is extended.

The DIP Lenders' commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be fully repaid no later than the Maturity Date, without the DIP Lenders being required to make demand upon the Borrowers or Guarantors or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable.

22. **Payments:** All payments of principal, interest and expenses hereunder, if applicable, shall be made for value in the full amount due at or before 12:00 noon on the day such amount is due by deposit or transfer thereof to the DIP Agent or as the DIP Lenders may direct. Payments received after such time shall be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment. Each payment to be made by the Borrowers under this Agreement shall be made in full without deduction, set-off or counterclaim of any kind or for any reason. If any expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP Agent may, but shall have no duty to do so, pay all such expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility. Unless otherwise consented to in writing by the Required DIP Lenders, the net cash proceeds of any sale, realization or disposition of, or with respect to, any of the Collateral (including obsolete, excess or worn-out Collateral) out of the ordinary course of business (for greater

certainty, net of transaction fees and applicable taxes in respect thereof), or any insurance proceeds (net of expenses incurred by the applicable Obligor in connection therewith, including transaction fees and applicable taxes in respect thereof) (each "**Net Proceeds**") paid to the Borrowers or Guarantors in respect of Collateral, shall be paid to the DIP Agent (for the benefit of the DIP Lenders) and applied to reduce the DIP Obligations and permanently reduce and cancel an equivalent portion of the Facility Amount in an amount equal to the Net Proceeds of such sale, realization, disposition or insurance; provided that, in lieu of such prepayment, the applicable Obligor shall be permitted to apply such Net Proceeds within 180 days after the receipt thereof by such Obligor to, or to contract to, repair or replace the affected Collateral, subject to such Obligor's written notice thereof to the DIP Lender promptly following the sale, realization, disposition or casualty event in respect of insurance proceeds. Any such amount repaid may not be reborrowed.

23. **Indemnity:** Subject to section 8, the Obligors agree to indemnify and hold harmless the DIP Agent, the DIP Lenders, the Fronting Lender and their respective Affiliates, partners and officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or reasonable and documented third-party expenses of any kind or nature whatsoever which may be incurred by any of the Indemnified Persons (collectively, the "**Claims**") as a result of, in connection with or in any way related to the DIP Facility, the priority of the DIP Charge, the proposed or actual use of the proceeds of the DIP Facility or this Agreement; provided, however, that the Obligors shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any Claim (a) to the extent it resulted from the gross negligence, wilful misconduct, bad faith or breach of agreement of any Indemnified Person as finally determined by a court of competent jurisdiction, (b) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Obligors, or (c) arising from any appeal, motion to stay, vary, amend, or other proceeding brought by any party challenging the Second Amended and Restated Initial Order, to the extent such challenge relates to the DIP Facility, and only if the Bridge Facility is refinanced or otherwise assigned during the Bridge Period. The Obligors shall not be responsible or liable to any Indemnified Person or any other person for consequential or punitive damages. Notwithstanding anything to the contrary herein, the indemnities granted under this Agreement shall survive any termination of the DIP Facility.

24. **Representations and Warranties:** Each Obligor represents and warrants to the DIP Agent and DIP Lenders, upon which the DIP Agent and each of the DIP Lenders has relied in entering into this Agreement that:

(a) such Obligor is validly formed and existing under the laws of its jurisdiction of incorporation or formation;

(b) such Obligor has the power and capacity, to own or lease and operate its property, to carry on its business as now conducted and as proposed to be conducted;[16]

(c) [reserved];[17]

(d) this Agreement and the transactions contemplated by this Agreement:

(i) are within the powers of such Obligor and, subject to the granting of the Second Amended and Restated Initial Order constitute legal, valid and binding obligations of such Obligor, enforceable against it in accordance with the terms hereof;

(ii) have been duly authorized, executed and delivered by or on behalf of such Obligor; and

(iii) subject to the granting of the Second Amended and Restated Initial Order, as applicable, do not and will not conflict with, contravene, violate or result in a breach of: (A) any of the terms or provisions of such Obligor's constating documents or by-laws, (B) any Material Contracts to which such Obligor is a party or pursuant to which any of its assets or property may be affected or (c) any applicable Law;

(e) the Business of such Obligor has been and will continue to be conducted in material compliance with all applicable Laws (including environmental laws) of each jurisdiction in which the Business has been or is being carried on subject to the provisions of the CCAA and any Court order made after the date of the Initial Order;

(f) [reserved];[18]

(g) such Obligor owns, leases or has the lawful right to use all of the material properties and undertaking necessary for the conduct of the business of such Obligor;

(h) such Obligor has obtained any material Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect. No proceedings have been commenced to revoke or amend any such Authorizations;

(i) such Obligor does not have any defined benefit pension plans or similar plans and is in material compliance with all applicable Law respecting its employees' employment and all collective bargaining agreements to which it is a party or otherwise bound;

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16 **Note to Draft**: Deleted text covered by (d).

17 **Note to Draft**: Deleted text covered by (d).

18 **Note to Draft**: Otherwise covered.

(j) such Obligor is current on its post-filing payment obligations for rent and other occupancy costs and expenses in respect of any premises that it leases;

(k) all of such Obligor's obligations (including fiduciary, funding, investment and administrative obligations, if any) required to be performed in connection with such Obligor's employee benefit plans have been performed on a timely basis;

(l) such Obligor has filed all Tax returns which were required to be filed and paid all Taxes (including interest and penalties) which are due and payable, except as disclosed to the DIP Lenders prior to the date hereof[19] or for charges, fees or dues which are not material in amount or which are not delinquent or if delinquent are being contested in good faith by appropriate proceedings;

(m) such Obligor and each of its subsidiaries has good and valid title to, or legally binding property right in, or valid leasehold interests in, all material real property necessary or used in the ordinary conduct of its business, in each case free and clear of all Encumbrances other than those Encumbrances permitted by section 4.10 of the Indenture and "Permitted Liens" under the Indenture (as same exists on the date of this Agreement) and except for minor defects in title as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the operations, financial condition of the Obligors taken as a whole;

(n) all information provided by or on behalf of such Obligor to the DIP Lenders for the purposes of or in connection with this Agreement or any transaction contemplated herein is, true and accurate in all material respects on the date as of which such information was provided, not incomplete and does not omit to state any fact necessary to make such information (taken as a whole) not materially misleading at such time, in light of the circumstances under which such information was provided;

(o) [reserved];

(p) each Obligor maintains adequate insurance coverage, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contain reasonable coverage and scope;

(q) except for those defaults which are stayed by the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order or as disclosed to the DIP Lenders in writing, all Material Contracts are in full force and effect in accordance with their terms, subject to the stay of proceedings granted by the Court in the CCAA Proceedings;

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[19] **Note to Draft**: Covers amounts potentially owed pursuant to Greenhouse Gas Pollution Pricing Act.

(r) except as disclosed to the DIP Lenders in writing, there are no agreements of any kind (i) between the Obligors and any other third party or any holder of debt or Equity Securities of the Obligors with respect to any Restructuring Transaction, which remain in force and effect as of the date hereof, or (ii) between the Borrowers and any related party;

(s) other than potential proceedings in connection with the Second Amended and Restated Initial Order to be sought by the Borrower, or this DIP Facility, or as stayed pursuant to the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, there is not now pending or, to the knowledge of any of the senior officers of the Obligors, threatened against the Obligors, nor has any Obligor received notice in respect of, any claim, potential claim, litigation, action, suit, arbitration or other proceeding by or before any court, tribunal, governmental entity or regulatory body, in each case that would reasonably be expected to be material and adverse to the Obligors, taken as a whole;

(t) each Obligor has maintained and paid current its obligations, as applicable, for payroll, source deductions, harmonized, goods and services and retail sales tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations;

(u) [reserved];[20]

(v) [reserved];[21]

(w) [reserved][22]; and

(x) [reserved].

25. **Affirmative Covenants:** In addition to all other covenants and obligations contained herein, each Obligor agrees and covenants to perform and do each of the following until the DIP Facility is fully repaid or assigned with the written consent of the Required DIP Lenders:

(a) submit to the Court the Second Amended and Restated Initial Order, and any other Court orders which are being sought by the Obligors in a form confirmed in advance to be satisfactory to the Required DIP Lenders (acting reasonably) subject to any amendments that are required by the Court or the Obligors that are acceptable to the Required DIP Lenders (acting reasonably);

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20 **Note to Draft**: Covered by reps above.

21 **Note to Draft**: Too broad.

22 **Note to Draft**: Subsumed by (n).

(b) comply with the provisions of all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(c) use commercially reasonable efforts[23] to allow each of the DIP Agent, DIP Lenders and their respective employees, agents, advisors and representatives access to all Collateral, information and documentation of the Obligors, to visit, inspect and conduct examinations of any of such Collateral, information and documentation (including any books and records) and discuss its business operations, properties and financial and other conditions with its officers, employees and independent public accountants, in each case, as may be reasonably requested by the DIP Agent or Required DIP Lenders, during normal business hours, in each case subject to applicable privacy laws and solicitor-client privilege; provided that visits to Nunavut shall be subject to such limitations as the Borrowers may from time to time determine, including due to cost, interference with operations, sealift, shipping season and the SISP;

(d) [reserved];[24]

(e) preserve, renew, maintain and keep in full force its corporate existence and its material Authorizations required in respect of the Business or any of the Collateral;

(f) keep the DIP Lenders apprised on a timely basis of all material developments with respect to the Business and affairs of the Obligors;

(g) conduct the Business and preserve, protect and maintain the Collateral in the ordinary course of Business;

(h) operate and maintain its respective properties and businesses in all material respects in accordance with industry practice and in all material respects in accordance with applicable Law and all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(i) [reserved];[25]

(j) except to the extent otherwise agreed by the Required DIP Lenders (acting reasonably), pay all applicable Priority Payables and all other amounts necessary to preserve the Collateral to avoid any Encumbrance thereon and to carry on the business of each Obligor in the ordinary course;

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23 **Note to Draft**: Given the location of the mine in Nunavut, some qualifier is required.

24 **Note to Draft**: subsumed by (f).

25 **Note to Draft**: Covered by insurance covenant below.

(k) promptly notify the DIP Lenders of the occurrence of any Default or Event of Default;

(l) comply in all material respects with all applicable Laws, rules and regulations applicable to its business, including environmental laws;

(m) [reserved][26]

(n) use the proceeds of the DIP Facility in a manner consistent with the restrictions set out herein and in all cases in accordance with the Approved Cash Flow Forecast (subject to Permitted Variances);

(o) [reserved];[27]

(p) [reserved][28]

(q) [reserved];[29]

(r) on or prior to 5:00 p.m. (Toronto time) on the Monday of every fourth calendar week beginning after the date of this Agreement (each, a "**Testing Period**"),the Obligors shall have delivered to the DIP Agent and DIP Lenders (x) an Updated Cash Flow Forecast and (y) a Variance Report;[30]

(s) [reserved];

(t) [reserved];

(u) at all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers in coverage and scope acceptable to the Required DIP Lenders, acting reasonably, and, if requested by the Required DIP Lenders, cause the DIP Agent to be listed as a loss payee or additional insured (as applicable) on such insurance policies and notify the DIP Lenders of any claims or losses exceeding $2,000,000. The Approved Cash Flow Forecast shall permit funding sufficient to pay the premiums in respect of such insurance;

(v) provide the DIP Agent and the DIP Lenders (by email to their counsel being sufficient) with draft copies of, and the opportunity to review all motions, applications, proposed Court orders and other materials or documents that the Obligors intend to file in the CCAA Proceeding prior to such filing or, as soon as possible on or prior to the date on which such motion, application, proposed

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26 **Note to Draft**: Subsumed by (c).

27 **Note to Draft**: Covered by EODs.

28 **Note to Draft**: The Borrower cannot authorize the Monitor – it is an independent court officer.

29 **Note to Draft**: Covered by EODs.

30 **Note to Draft**: Deleted language does not permit the approve cash flow to roll.

Court Order or other material or document is served on the service list in respect of the CCAA Proceeding;

(w) promptly provide notice to the DIP Agent, the DIP Lenders and their counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory authority having jurisdiction over any Obligor, in each case which would have a material adverse effect on the Obligors' ability to perform under this Agreement and subject to any disclosure restrictions at Law or contained in any Court order or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process;

(x) [reserved];[31]

(y) take all commercially reasonable actions necessary or available to defend any Court orders in the CCAA Proceedings from any appeal, reversal, modifications, amendment, stay or vacating not expressly consented to in writing in advance by the Required DIP Lenders, to the extent relating to the DIP Facility or the DIP Charge;

(z) continue business operations in all material respects in the ordinary course ensuring full utilization of the shipping window, including (i) ensuring fuel and other necessary products for operations are secured for continued operations and (ii) shipping out all ready-to-ship product for sale; and the Borrowers will not materially change employee head count or staffing requirements except as may be needed to optimize cost structure and operations subject to the Approved Cash Flow Forecast and the prior written consent of the Required DIP Lenders;

(aa) maintain all material licences and permits required for the operation of the Business in the ordinary course during the term of the DIP Facility in full force and effect; use commercially reasonable efforts to defend each against revocation or amendment thereof that would reasonably be expected to be material and adverse to the rights and remedies of the DIP Lenders pursuant to the terms hereof;[32]

(bb) [reserved];[33]

(cc) [reserved];[34]

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31 **Note to Draft**: Subsumed in (c).

32 **Note to Draft**: Borrower does not have a 6 mtpa permit.

33 **Note to Draft**: Subsumed in (g).

34 **Note to Draft**: Management, in consultation with the Monitor, will decide as to which contracts are disclaimed.

(dd) [reserved];[35]

(ee) [reserved];

(ff) [reserved];

(gg) [reserved][36]; and

(hh) subject to Section 8, promptly pay all DIP Lender Expenses to the DIP Lender no less frequently than every two weeks, provided that the DIP Lenders shall use commercially reasonable efforts to provide reasonable estimates of such expenses for purposes of the Approved Cash Flow Forecast.

26. **Negative Covenants:** Each Obligor covenants and agrees not to do the following, other than with the prior written consent of the Required DIP Lenders from and after the date hereof:

(a) make any payment of principal or interest in respect of Indebtedness or declare or pay any dividends or make any other distribution, in each case, except as provided for in the Approved Cash Flow Forecast (subject to Permitted Variances);

(b) except as set forth in any Court order that is acceptable to the Required DIP Lenders (acting reasonably) or any equipment lease or financing lease obligations covered by an Approved Cash Flow Forecast, incur any Indebtedness (including, without limitation, any capital lease obligation, equipment lease or financing lease obligation), subject to Permitted Variances;

(c) [reserved];[37]

(d) except for the Priority Charges, the DIP Charge, and any Encumbrance existing prior to the date hereof and ranking subordinate to the DIP Charge, or as set forth in any Court order that is acceptable to the Required DIP Lenders (acting reasonably), create or permit to exist any Encumbrances on any of its properties or assets other than the Permitted Liens;[38]

(e) make any payments or use any monies (including, without limitation, proceeds of the DIP Facility) outside of the ordinary course of Business, unless provided for in the Approved Cash Flow Forecast (subject to Permitted Variances);

(f) make any investments in or loans to or guarantee the Indebtedness or obligations of any other Person, entity or assets, except as expressly provided for in the Approved Cash Flow Forecast (subject to Permitted Variances);

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35 **Note to Draft**: What does “in pursuit of the CCAA Proceeding” mean?

36 **Note to Draft**: Information requests covered elsewhere.

37 **Note to Draft**: Covered by below.

38 **Note to Draft**: The Company will be seeking KERP charges, but the amounts are still being determined.

(g) except between Obligors, enter into any transaction with any affiliate or any of its or its affiliates' respective direct or indirect equity holders, senior officers, directors, managers or employees, except in the ordinary course of business for a bona fide business purpose and not for any other purpose, except as expressly provided for herein or in the Approved Cash Flow Forecast;[39]

(h) [reserved];[40]

(i) [reserved];[41]

(j) make any type of payment, or otherwise satisfy any claim, purported claim, liability, or other obligation, including without limitation of any pre-CCAA filing claim, that is not expressly provided for by the Approved Cash Flow Forecast (subject to Permitted Variances);

(k) change its jurisdiction of incorporation or registered office;

(l) change its name, fiscal year end or accounting policies or amend its organizational documents;

(m) cease to carry on the Business as currently being conducted or materially change its operations or business practices;

(n) sell, assign, lease, convey or otherwise dispose of or transfer any material property, assets or undertakings, except for iron ore product or disposition of obsolete, redundant or ancillary assets obsolete, redundant, worn out or ancillary assets or as may be approved by the Court;

(o) except as otherwise contemplated in any Court order, as contemplated by the Approved Cash Flow Forecast or as contemplated hereby, establish or make any retention or bonus payments, increase compensation or severance entitlements or other benefits payable to directors, senior officers or senior management, or pay any bonuses whatsoever;

(p) enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against the Obligor;

(q) enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other similar transaction or series of transactions, allow any change of control to occur, or create or acquire any new subsidiary or become a general partner in any partnership that does not provide for the full repayment of the obligations under the DIP Facility;

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39 **Note to Draft**: As previously drafted, it conflicted with KERP, KEIP, etc.

40 **Note to Draft**: Covered above.

41 **Note to Draft**: Royalties included in cash flow.

(r) amend, supplement, revoke, terminate or discharge or seek to amend, supplement, revoke, terminate or discharge, the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, except to amend and restate the Amended and Restated Initial Order as may be permitted by this Agreement;

(s) apply for or consent to, any Court order, or amendment or modification to an existing Court order which adversely affects or would reasonably be expected to adversely affect the DIP Agent or the DIP Lenders hereunder;

(t) file or support the confirmation of any plan of arrangement or liquidation, in each case, that treats the DIP Obligations as "affected" without the consent of the Required DIP Lenders;

(u) [reserved];[42]

(v) [reserved];

(w) [reserved];

(x) [reserved];

(y) seek, obtain, support, make or permit to be made any Court order or any change, amendment or modification to any Court order that would reasonably be expected to materially affect the rights or protections of the DIP Agent or the DIP Lenders under or in connection with the DIP Facility or the DIP Charge, except with the prior written consent of the Required DIP Lenders, in their sole discretion;

(z) seek or consent to the lifting of the stay of proceedings in the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, as applicable, in favour of the Borrowers, or seek or consent to the appointment of a receiver or trustee in bankruptcy or any similar official in any jurisdiction;

(aa) [reserved];

(bb) [reserved];[43] or

(cc) [reserved].[44]

27. **Sales and Investment Solicitation Process; Expansion:** Unless otherwise agreed by the Required DIP Lenders, the Borrowers and the DIP Lenders agree that the Borrowers (in consultation with the Monitor and the DIP Lenders) shall pursue a sales and investment solicitation process (the "**SISP**") approved pursuant to a Court order in respect of

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42 **Note to Draft**: Covenant too broad.

43 **Note to Draft**: Limits on Indebtedness are already imposed elsewhere.

44 **Note to Draft**: There are already covenants that require payments to be made only in accordance with the approved cash flow

potential Restructuring Transactions and any such SISP shall include the following milestones (collectively, the "**SISP Milestones**"):

(a) the deadline for the commencement of the SISP will be no later than 3 months after the issuance of the Second Amended and Restated Initial Order;

(b) the deadline for the receipt of first round bids in connection with the SISP will be no later than 6 months after the issuance of the Second Amended and Restated Initial Order;

(c) the Borrowers shall complete all site visits for bidders prior to October 31, 2026; and

(d) the final deadline for the closing of a transaction resulting from the SISP will be no later than 18 months after the commencement of the SISP,

provided that the Borrowers may extend each of the foregoing dates in accordance with the Court order approving the SISP.

28. **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) any Court order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacating, amendment or restatement which (i) stays, reverses, vacates or otherwise modifies this Agreement or (ii) adversely affects or would reasonably be expected to adversely affect the enforceability of any material term of this Agreement or the DIP Charge, unless the DIP Agent or Required DIP Lenders, as applicable, have given their prior written consent thereto, including the issuance of a Court order:

(i) appointing a receiver and manager, receiver, interim receiver or similar official in respect of an Obligor;

(ii) terminating, lifting or amending the stay imposed within the CCAA Proceeding in a manner which, in the opinion of the Required DIP Lenders, acting reasonably, is materially prejudicial to the DIP Lenders;

(iii) granting any other claim or Encumbrance of equal or priority status to that of the DIP Charge, other than the Priority Charges or the Priority Payables; or

(iv) prejudicially affecting the DIP Agent, DIP Lenders or the Collateral;

(b) failure of an Obligor to diligently oppose any party that brings an application or motion for any of the relief set out in subsection 28(a) above and/or the failure to secure the dismissal of such motion or application within 30 days from the date that such application or motion is brought (provided no affirmative Court order is issued on such motion or application during such period);

(c) the CCAA Proceeding is terminated or converted to bankruptcy proceedings;

(d) failure of the Borrowers to pay (i) principal, interest or other amounts arising hereunder when due pursuant to this Agreement, or (ii) any reasonable and documented DIP Lender Expenses payable to the DIP Agent, the DIP Lenders or the Fronting Lender within five (5) Business Days of being invoiced therefor, provided that such invoices are delivered no more frequently than every two weeks, and such failure, in the case of each of items (i) and (ii), remains unremedied for more than two (2) Business Days;

(e) [reserved];

(f) any representation or warranty made or given hereunder by any Obligor shall be incorrect or misleading in any material respect when made;

(g) any material violation or breach of any court order by an Obligor;

(h) material failure of an Obligor to (x) perform or comply with any term or covenant of this Agreement and such failure shall continue for more than five (5) Business Days after the earlier to occur of (i) any one or more of the Obligors having knowledge of such Event of Default or (ii) written notice of such Event of Default from the DIP Agent to the Borrowers, in either case, at the direction of the Required DIP Lenders to the Borrowers or (y) achieve the SISP milestones in accordance with section 27;

(i) any proceeding, motion or application is commenced or filed by the Obligors, or if commenced by another party, is supported or otherwise consented to by the Obligors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facility, the DIP Charge, or this Agreement;

(j) [reserved];[45]

(k) any plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the Required DIP Lenders if such plan does not either provide for the repayment of the obligations under the DIP Facility in full by the Maturity Date, or designate the DIP Lenders as unaffected by such plan;

(l) any Obligor shall file a motion seeking, or take any action supporting a motion seeking, or the Court shall issue, an order, authorizing the sale or liquidation of its assets unless, in each case, either (i) the Required DIP Lenders consent to the filing of such motion, (ii) it relates to the SISP, or (ii) the Court order approving such sale or liquidation contemplates payment in full in cash of all the DIP Obligations;

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[45] **Note to Draft**: Subsumed by (h).

(m) [reserved];[46]

(n) [reserved];

(o) any change of control of any one or more of the Obligors that does not provide for the full repayment of the obligations under the DIP Facility, without the consent of the Required DIP Lenders;

(p) any Authorization issued to any Obligor is terminated, revoked, or suspended and such termination, revocation, or suspension has or would reasonably be expected to have a material adverse effect on the operations and/or financial condition of the Obligors taken as a whole;

(q) [reserved];[47]

(r) [reserved];

(s) [reserved];[48]

(t) any Obligor seeks, or consents to, any amendment of the SISP without the prior written consent of the DIP Agent at the direction of the Required DIP Lenders;

(u) the expiry without further extension of the stay of proceedings in the CCAA Proceeding;

(v) [reserved];

(w) [reserved];

(x) [reserved];[49]

(y) [reserved];

(z) [reserved];

(aa) [reserved];

(bb) (i) a Variance Report or Updated Cash Flow Forecast is not delivered within five (5) Business Days of the day on which such Variance Report or Updated Cash Flow Forecast is required to be delivered pursuant to this Agreement, or (ii) there shall exist a cumulative negative variance in excess of the Permitted Variance for the period from the date of the Initial Order to the last day of the applicable testing period, measured relative to the Approved Cash Flow Forecast then in effect.

(cc) [reserved],

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46 **Note to Draft**: The following are subjective and hair triggered.

47 **Note to Draft**: Deleted language covered by (h).

48 **Note to Draft**: This would prevent borrowers from affording themselves protection against a defaulting or breaching lender.

49 **Note to Draft**: These are too broad and hair trigger, and some are already covered (e.g., a through a covenant not to incur Indebtedness). They will not permit the Borrowers to operate the business in the ordinary course in a debtor-in-possession context.

provided that, except for (a), where no cure period is provided in the foregoing, it shall not be an Event of Default until fifteen (15) days have elapsed since the Borrowers have received written notice from the DIP Agent of the occurrence of the putative Event of Default.

29. **Remedies:** Upon the occurrence and continuance of an Event of Default, the DIP Agent (acting at the direction of the Required DIP Lenders) or the Required DIP Lenders may elect on prior written notice to the Borrowers and the Monitor to:

(a) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility (including the Commitment/Funding Fee) and declare such amounts to be immediately due and payable;

(b) terminate the DIP Facility;

(c) apply for a Court order, on terms satisfactory to the Monitor and the Required DIP Lenders, providing the Monitor with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral, including applying to the Court for the appointment of a receiver, interim receiver or receiver and manager over the Borrowers or all or certain of their Collateral, or for the appointment of a trustee in bankruptcy in respect of the Borrowers;

(d) exercise the powers and rights of a secured party; and

(e) exercise all such other rights and remedies available to the DIP Lenders hereunder, or pursuant to the Initial Order or otherwise in accordance with applicable Law.

The DIP Agent (acting at the direction of the Required DIP Lenders) may use (for certainty, on the instructions of the Required DIP Lenders in accordance with the definition thereof and section 34) any or all of the DIP Obligations as a credit bid and/or to pay for some or all of the purchase price (including any deposit payable in connection with such transaction) in connection with (a) any purchase of some or all of the properties and assets of the Borrowers and the Guarantors (or any one or more of them), (b) any Restructuring Transaction agreed to by the Borrowers (in consultation with the Monitor) and the Required DIP Lenders, in each case subject to any Court order and such reasonable terms and conditions as may be required in the opinion of the Borrowers (in consultation with the Monitor), each acting reasonably, to protect the Borrowers' restructuring process.

30. **Taxes:** All payments by an Obligor under this Agreement, including any payments required to be made from and after the exercise of any remedies available to the DIP Agent and/or the DIP Lenders upon the occurrence and continuance of an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future Taxes; provided, however, that if any Taxes are required by applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP

Lenders under this Agreement, the amounts so payable to the DIP Lenders shall be increased to the extent necessary to yield to the DIP Lenders on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Obligors shall provide evidence satisfactory to the Required DIP Lenders that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to the DIP Lenders to account for any Withholding Taxes, the DIP Lenders shall reasonably cooperate with the Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such Withholding Tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by the DIP Lenders to the Borrowers promptly. If reasonably requested by the Borrowers, the DIP Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the DIP Lenders shall cooperate with the Borrowers and assist the Borrowers to minimize the amount of Withholding Tax required, in each case at the Borrowers' sole expense.

31. **Termination by Borrowers** The Borrowers shall be entitled to terminate this Agreement upon notice to the DIP Lenders: (a) in the event that the DIP Lenders have failed to fund any Advance in full when required to do so under this Agreement or (b) any time following the payment in full[50] in immediately available funds of all of the outstanding DIP Obligations. Effective immediately upon such termination, all obligations of the Borrowers and the DIP Lenders under this Agreement shall cease, except for those obligations that explicitly survive termination. For greater certainty, all outstanding DIP Obligations in respect of all Advances funded prior to such termination shall become immediately due and payable concurrently with such termination and the DIP Lenders shall not be required to make any further extensions of credit under this Agreement.

32. **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the Required DIP Lenders may reasonably request for the purpose of giving effect to this Agreement.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Agreement and any other documents entered into in connection herewith, this Agreement shall prevail.

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[50] **Note to Draft:** The Borrowers must be released upon “full payment” of the obligations – not indefeasible payment.

34. **Amendments and Waivers:** No waiver or delay on the part of the DIP Lenders in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

All consents, waivers or amendments to or in connection with this Agreement and the DIP Facility and the transactions contemplated hereby or thereby must be in writing and if approved in writing by the DIP Agent at the direction of the Required DIP Lenders shall be binding on all of the DIP Lenders including those Lenders which did not execute any such consent, waiver or amendment; and any matters, documents or other things required to be acceptable or satisfactory to the DIP Lenders are and shall be deemed to be acceptable and satisfactory to all the DIP Lenders if acceptable or satisfactory to the DIP Agent at the direction of the Required DIP Lenders; provided that and for certainty, no consent, waiver or amendment shall be binding on the DIP Lenders unless each of the DIP Lenders executes a consent, waiver or amendment for any of the following matters: (a) increase the amount of any Lender's DIP Facility commitment amount; (b) reduce the principal amount owing by the Borrowers or the rate of interest or any other fees applicable to amounts owing or to become owing hereunder or under the other documents in connection herewith; (c) change the pro rata commitments of any of the DIP Lenders in connection with the DIP Facility; (d) amend this section 34, the definition of "Required DIP Lenders", the definition of "Supermajority DIP Lenders" or any provision providing for consent or other action by all or any specific percentage or portion of the DIP Lenders; (e) discharge any Obligor from its payment obligations under hereunder or under any other document in connection herewith or release any DIP Security except as may be expressly provided for in this Agreement; or (f) amend the terms and conditions of the application of proceeds of any repayments or the sharing of payments; provided further that any consent, amendment, waiver or other modification with respect to this Agreement that would adversely and disproportionately modify the rights of any DIP Lender (in its capacity as such) under the DIP Facility compared to other DIP Lenders shall require the prior written consent of each such affected DIP Lender. Notwithstanding anything to the contrary contained herein, any consent, amendment, waiver or other modification that subordinates, or has the direct or indirect effect of subordinating, (x) any DIP Obligations in right of payment to any other Indebtedness for borrowed money or (y) any Encumbrances securing the DIP Obligations to any Encumbrances securing any other Indebtedness for borrowed money, in each case, shall require the prior written consent of the Supermajority DIP Lenders.

In addition, the Required DIP Lenders shall consult all other DIP Lenders in connection with any consent, waiver, amendment or other modification requiring the consent of the Required DIP Lenders.

35. **Severability:** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of

such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

36. **No Third Party Beneficiary:** No Person, other than the Obligors and the DIP Lenders are entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

37. **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

38. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include provisions pursuant to which DIP Lenders may assign DIP Loans and/or sell participations in DIP Loans, in each case subject to Borrower' consent, not to be unreasonably withheld provided that no Event of Default has occurred and is then continuing.

39. **Notices:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person as set forth below:

in the case of a notice to the Obligors at:

c/o Baffinland Iron Mines Corporation
360 Oakville Place Dr., Suite 300
Oakville, Ontario L6H 6K8

Attention: Mark O'Brien
Email: mark.obrien@baffinland.com

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.
Toronto, ON M5V 3J7
Attention: Natalie Renner and Rob Nicholls
Email: nrenner@dwpv.com and rnicholls@dwpv.com

in the case of a notice to the DIP Agent at:

■

Attention: ■
Email: ■

in the case of a notice to the DIP Lenders at the notice information set forth in Schedule A, with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

Attention: Brian S. Hermann; Brian Bolin; Joseph Graham
Email: bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com

and

Stikeman Elliott LLP
199 Bay St. #5300
Toronto, ON M5L 1B9

Attention: Maria Konyukhova; Logan Copen
Email: mkonyukhova@stikeman.com; lcopen@stikeman.com

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10022

Attention: Ira Dizengoff; Meredith Lahaie; Lucas Charleston
Email: idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com

and

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
Toronto, Ontario
M5H 0B4

Attention: Ryan Jacobs and Michael Wunder
Email: rjacobs@cassels.com and mwunder@cassels.com

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenberg@fticonsulting.com

With a copy to, which shall not constitute notice:

Osler, Hoskin & Harcourt LLP
First Canadian Place, 100 King St. W. #6200
Toronto, ON M5H 1H1

Attention: Marc Wasserman and Michael De Lellis
Email: mwasserman@osler.com and mdelellis@osler.com

Any notice delivered or transmitted to a Person as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

In the event that any amount required to be paid hereunder is due on a day which is not a Business Day, such amount shall be paid on the next following Business Day with applicable interest adjustments.

40. **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

41. **Definitions:** For the purposes of this Agreement, unless context otherwise requires, the following terms have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

"**Advance**" has the meaning given to that term in section 8;

"**Advance Notice**" has the meaning given to that term in section 8;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

"**Amended and Restated Initial Order**" means the order of the Court entered on May 25, 2026;

"**Approved Cash Flow Forecast**" has the meaning given to that term in section 14;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Collateral or the Business;

"**Benefits Agreement**" means the impact benefits agreement between BIM Corp. and the Qikiqtani Inuit Association dated September 6, 2013, as amended on October 22, 2018, and as may be further amended, supplemented or amended and restated from time to time;

"**Borrowers**" has the meaning given to that term in the recitals;

"**Borrowers' Account**" has the meaning given to that term in section 20;

"**Business**" means the business of iron ore mining at the Mary River Mine on Baffin Island in Nunavut, Canada;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or in New York, New York;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all now-owned and hereafter-acquired assets and property of the Obligors, real and personal, tangible or intangible and all proceeds therefrom, including the Borrowers' Account and all assets used in the Business;

"**Commodity Agreement**" means, with respect to any Person, any commodity future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Commitment/Funding Fee**" has the meaning given to that term in section 12;

"**Court**" has the meaning given to that term in the recitals;

"**Currency Agreement**" means, with respect to any Person, any foreign exchange future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Default**" means the occurrence or existence of any event, fact or circumstances, that with the giving of notice, passage of time, or both, would constitute an Event of Default;

"**Default Rate**" has the meaning given to that term in section 12;

"**DIP Agent**" has the meaning given to that term in section 6;

"**DIP Charge**" has the meaning given to that term in section 17;

"**DIP Facility**" has the meaning given to that term in section **Error! Reference source not found.**;

"**DIP Lenders**" has the meaning given to that term in section 6;

"**DIP Lender Expenses**" has the meaning given to that term in section 13;

"**DIP Obligations**" has the meaning given to that term in section 17;

"**DIP Security**" means the DIP Charge and any and all security documents granted by the Obligors providing for a security interest in the

Collateral and related personal property security registrations made in favour of the DIP Agent, for the benefit of the DIP Lenders, in connection with such security interest together with such confirmations, financing statements, renewals, amendments, discharges, insurance endorsements, opinions or other documents as may be reasonably requested by the Required DIP Lenders as security for the DIP Obligations;

"**EDC**" means Export Development Canada;

"**EDC Credit Agreement**" means that certain credit agreement dated as of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto and EDC, as lender;

"**Encumbrances**" means any hypothec, encumbrance, lien, charge, pledge, deposit arrangement, mortgage, title retention agreement, trust, deemed trust, security interest of any nature, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege, or any other arrangement or condition that in substance or effect secures payment or performance of an obligation, or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in section 28;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement;

"**Holder AHG**" means an ad hoc group of Holders providing DIP Loans hereunder.

"**Holders**" means holders of the notes under the Indenture.

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all letters of credit, letters of guarantee and similar instruments, notes or other similar instruments, (c) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness,

liabilities or obligations of such Person, (d) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, (e) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, and (f) all obligations of such Person to otherwise assure a creditor against loss (for certainty, Hedging Obligations incurred by an Obligor in the ordinary course shall not be considered Indebtedness for purposes of this Agreement);

"**Indemnified Persons**" has the meaning given to that term in section 23;

"**Indenture**" means that certain Senior Secured Notes Indenture, dated as of June 27, 2018 (as amended, amended and restated or otherwise modified from time to time prior to the date of this Agreement), by and among the Borrowers, as issuers and the Indenture Agent;

"**Indenture Agent**" means Wilmington Trust, National Association, as trustee and collateral;

"**Initial Advance**" has the meaning given to that term in section 8;

"**Initial Advance Conditions**" has the meaning given to that term in section 15;

"**Initial Order**" means the order of the Court entered on May 15, 2026;

"**Interest Payment Date**" has the meaning given to that term in section 12;

"**Interest Period**" has the meaning given to that term in section 12;

"**Interest Rate Agreement**" means, with respect to any Person, any interest rate future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Interest Rate**" has the meaning given to that term in section 12;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local or foreign, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in section **Error! Reference source not found.**;

"**Material Contract**" means any contract, license or agreement: (i) to which a Borrower or Guarantor is a party or is bound; (ii) which is material to, or necessary in, the operation of the business of a Borrower or Guarantor; and (iii) which such Borrower or Guarantor cannot promptly replace by an alternative and comparable contract with comparable commercial terms;

"**Maturity Date**" has the meaning given to that term in section 21;

"**Monitor**" means FTI Consulting Canada Inc., as the court-appointed monitor of the Borrowers and Nunavut Iron Ore Mines, Inc.;

"**Obligors**" has the meaning given to that term in section 5;

"**Permitted Liens**" means (i) the Permitted Priority Liens; (ii) the DIP Charge; (iii) any charges created under the Initial Order or other Court order subsequent and subordinated in priority to the DIP Charge; (iv) Encumbrances existing prior to the filing date; (v) inchoate statutory Encumbrances arising after the filing date in respect of any accounts payable arising after the filing date in the ordinary course of business; (vi) miner's liens incurred in the ordinary course of business; and (vii) Liens in the ordinary course of the business in relation to obligations that do not secured Indebtedness;

"**Permitted Priority Liens**" means (i) the Priority Charges; (ii) any Encumbrance in respect of amounts payable by the Borrowers for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by applicable Law and only to the extent that the priority of such amounts has not been subordinated to the DIP Charge granted by the Court; and (iii) such other Encumbrances existing as of the Filing Date that have not been subordinated to the DIP Charge granted by the Court.

"**Permitted Variance**" means, for each Testing Period, a variance of not more than 10% relative to the aggregate net cash flow on a cumulative basis commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period; provided that for the purposes of determining any net cash flow, the fees, costs and expenses payable to the Monitor, the Obligors, the DIP Lenders, the DIP Agent, the Fronting Lender or their respective advisors shall be excluded from such net cash flow;

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee;

"**Pre-Approved Steensby CapEx**" means ■;

"**Priority Charges**" has the meaning given to that term in section 17;

"**Priority Payables**" means HST, all sales Tax and any amount payable or accrued by a Borrower which is secured by an Encumbrance which ranks or is capable of ranking prior to or *pari passu* with the Encumbrances created in connection with the DIP Charge (other than the Priority Charges) including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, construction trusts or construction liens, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the Encumbrances created in connection with the DIP Charge;

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;

"**Required DIP Lenders**" means, as of any time of determination, DIP Lenders holding more than 50% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time;

"**Royalty Agreements**" means, collectively, (i) the royalty agreement entered into among the Borrowers, 15877580 Canada Inc., ArcelorMittal Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc. dated March 25, 2024 and (ii) the royalty agreement entered into among the Borrowers, 16572367 Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc.;

"**Second Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the Required DIP Lenders and obtained on application made on notice to the service list in the CCAA Proceeding and to such Persons as the Required DIP Lenders and Obligors determine, acting reasonably, among other things, amending and restating the Amended and Restated Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;

"**Senior Agents**" means, collectively, Alter Domus (US) LLC, as administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, under the Senior Credit Agreement;

"**Senior Credit Agreement**" means that certain revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated May 27, 2025 and the sixth amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto, the Senior Lenders and the Senior Agents;

"**Senior Lenders**" means the lenders under the Senior Credit Agreement;

"**Senior Secured Notes**" means the senior secured notes issued under the Indenture;

"**SISP**" has the meaning given to that term in section 26;

"**SISP Milestones**" has the meaning given to that term in section 26;

"**Stated Maturity Date**" has the meaning given to that term in section 21;

"**Steensby Expansion**" has the meaning given to that term in section 14;

"**Subsequent Advance**" has the meaning given to that term in section 8;

"**Supermajority DIP Lenders**" means, as of any time of determination, DIP Lenders holding not less than 66.67% of the sum of all DIP Loans

outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time;

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums and assessments imposed by any Governmental Authority, including all interest, penalties, fines or additions to tax imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"**Updated Cash Flow**" has the meaning given to that term in section 14;

"**Variance Report**" means a report setting forth for all Obligors (i) actual receipts and disbursements for the preceding four-week period (each such period, a Testing Period) for each line item in the Approved Cash Flow Forecast for such previous four-week period, and (ii) actual receipts and disbursements on a cumulative basis since the beginning of the period covered by the then operative Approved Cash Flow Forecast, in each case as against the then operative Approved Cash Flow Forecast, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof in the then operative Approved Cash Flow Forecast. Each Variance Report shall include reasonably detailed explanations for any variances for either receipts or disbursements, in each case exceeding five percent (5%) of the Approved Cash Flow Forecast for each line item in the Approved Cash Flow Forecast and all items on a cumulative basis during the relevant period; and

"**Withholding Taxes**" has the meaning given to that term in section 30.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

BORROWERS:

BAFFINLAND IRON MINES CORPORATION

by _____

BAFFINLAND IRON MINES LP, **by its general partner, BAFFINLAND IRON MINES CORPORATION**

by _____

GUARANTORS:

NUNAVUT IRON ORE, INC.

by _____

12334992 CANADA INC.

by _____

SCHEDULE A

DIP FACILITY COMMITMENTS

DIP Lender	DIP Commitment	Notice Information
Brigade Capital Management, LP	$22,000,000	
Citadel Advisors LLC	$8,000,000	
Polen Capital Credit, LLC	$45,000,000	
Opps XII BLIM Holdings, L.P.	$180,000,000	Oaktree Capital Management 555 South Flor Street, 36th Floor Los Angeles, CA 90071 Attention: David Nicoll Email: dnicoll@oaktreecapital.com
Hartree Partners, LP	$45,000,000	Hartree Partners, LP 1185 Avenue of the Americas, New York, NY 10036 Attention: Scott Potolsky Email: HMFI-notices@hartreepartners.com CC: legalNY@hartreepartners.com
Total……	$300,000,000	

SCHEDULE B

APPROVED CASH FLOW FORECAST

DIP FACILITY LOAN AGREEMENT

DATED AS OF May ■, 2026

WHEREAS Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, the "**Borrowers**") have requested the DIP Lenders (defined below) to provide funding in order to assist with proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") ~~to be~~that were commenced before the Ontario Superior Court of Justice – Commercial List (the "**Court**") in accordance with the terms and conditions set out herein (the "**CCAA Proceeding**");

AND WHEREAS the DIP Lenders have agreed to provide the DIP Facility (defined below) in accordance with the terms and conditions set out below.

NOW THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms:** A capitalized term not defined in the body of this Agreement has the meaning ascribed to it in the Definitions section below.

2. **Interpretation:** In this Agreement, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

   The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

   References in this Agreement to Sections or Schedules are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise.

3. **Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America.

4. **Borrowers:** Baffinland Iron Mines Corporation ("**BIM Corp**") and Baffinland Iron Mines LP ("**Baffin LP**" and, together with BIM Corp, the "**Borrowers**").

5. **Guarantors:** ~~Means~~ Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Guarantors**" and collectively with the Borrowers, the "**Obligors**").

6. **DIP Lenders:** The institutions described in Schedule A (on behalf of themselves and their affiliates and managed funds) hereby commit to provide the DIP Facility, on a joint and several ~~and not joint~~ basis (collectively, ~~in~~ the ~~respective amounts set forth adjacent to each such institution's name in Schedule A~~**"DIP Lenders"**) upon the terms and conditions set forth in this Agreement ~~(collectively, the "~~.[1] As between themselves, DIP

[1] **Note to Draft**: It is uncompetitive for the Borrowers to seek redress against individual DIP Lenders. The DIP Lenders' obligations should be joint and several vis-à-vis the Borrowers. The DIP Lenders are free to

Lenders")' respective commitments are set forth adjacent to each DIP Lender's name in Schedule A.

An institution acceptable to the Required DIP Lenders shall act as administrative agent and as collateral agent for the DIP Facility (in such capacities, the "**DIP Agent**").

An institution acceptable to the Required DIP Lenders shall act as fronting lender (the "**Fronting Lender**") pursuant to which the Fronting Lender shall fund each Advance on behalf of the DIP Lenders and subsequently assign such funded DIP Loans to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and the each of the DIP Lenders. The Fronting Lender shall be a "DIP Lender" for all purposes herein so long as the Fronting Lender holds commitments in respect of the DIP Facility or any DIP Loans.

Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include the DIP Agent and the Fronting Lender as parties hereto and to, among other things, add customary agency provisions for the benefit of the DIP Agent and fronting lender provisions for the benefit of the Fronting Lender, in each case, that are acceptable to the Borrowers, the DIP Agent, the Required DIP Lenders and the Fronting Lender (solely with respect to the fronting lender provisions), in each case, acting reasonably.

7. **DIP Facility:** The DIP Lenders agree to establish in favour of the Borrowers a debtor-in-possession delayed draw term loan facility (the "**DIP Facility**" and, the loans thereunder, the "**DIP Loans**") in the principal amount equal to $**[300 million]** (the "**Loan Amount**").[2] No amount capitalized as principal hereunder shall reduce the availability of the full Loan Amount to the Borrowers.

8. **DIP Advances:** An initial advanceAdvances under the DIP Facility in the aggregate principal amount of up to $50110 million (the "**Initial AdvanceBridge Advances**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) within one (1) Business Day afterduring the four week period beginning on the date of the entry of the Second Amended and Restated Initial Order (defined below), provided the "**Bridge Period**"), subject to satisfaction of the Subsequent Advance Conditions (other than the first advance under the DIP Facility (the "**Initial Advance**"), which shall be advanced to the Borrower on the date of the Second Amended and Restated Initial Order and is subject to the Initial Advance Conditions are satisfied as of such date).

DIP Lenders' obligations should be joint and several vis-à-vis the Borrowers. The DIP Lenders are free to make their own arrangements among each other.

[2] **Note to Draft**: Consider size of the DIP Facility Amount in connection with expected DIP Advisor Fees to be incurred during the CCAA Proceeding and to account for a KERP in the range of **[X]**, each of which are not yet accounted for in the financial model.

Notwithstanding anything else to the contrary herein, fees accruing on or levied in relation to or in respect of the Bridge Advances, and professional fees or expenses payable in connection with the Bridge Advances shall not be payable by the Obligors, and none of the Obligors shall be liable for the payment of such amounts, whether as Indebtedness or as an obligation or liability of any kind, nor shall such amounts form a part of the DIP Obligations during the Bridge Period. For greater certainty, interest shall accrue and be payable on the Bridge Advances pursuant to the terms hereof. In the event the DIP Facility is not refinanced or otherwise assigned by the DIP Lenders, the DIP Agent or the Fronting Lender during the Bridge Period, the fees that have accrued or would have otherwise been payable to the DIP Lenders, the DIP Agent or the Fronting Lender pursuant to the terms hereof and any professional fees or expenses that would have otherwise been payable hereunder by the Borrowers, in each case but for the limitations provided herein, shall be deemed to have accrued and shall be payable from the date of the Initial Advance to but excluding the last day of the Bridge Period and shall form a part of the DIP Obligations. If the Bridge Facility is so refinanced or otherwise assigned, no such fees or professional fees and expenses shall be owing or payable by any Obligor.

Subsequent advances under the DIP Facility (each, a "**Subsequent Advance**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) every other week (or as otherwise agreed by the Borrowers and the Required DIP Lenders), with each Subsequent Advance being in an amount no less than $20 million ~~against the Approved Cash Flow Forecast,~~ ,[3] in each case subject to the satisfaction of the Subsequent Advance Conditions (as defined below). The sum of the Initial Advance and the Subsequent Advances shall not exceed the Loan Amount. The timing and amount of each Subsequent Advance shall be determined based on the funding needs of the Borrowers as set forth in the Approved Cash Flow Forecast, and Subsequent Advances shall only be available and provided hereunder after the Borrowers have received the entirety of the Initial Advance.

Advances under the DIP Facility, other than the Initial Advance (each, an "**Advance**") require a written notice to be delivered to the DIP Agent and the DIP Lenders, at least three (3) Business Days prior to the requested date of the Advance, or such shorter period as may be agreed by the Required DIP Lenders in advance (each, an "**Advance Notice**"), which has been ~~approved~~ by the ~~Monitor and~~ executed by an officer of the Borrowers setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; and (c) certification that the representations and warranties contained herein are true and correct in all material respects as of such date.

[3] **Note to Draft**: Advances are required to be made in accordance with the Approved Cash Flow Forecast elsewhere.

Each Advance, on behalf of and at the request of each of the DIP Lenders, shall be provided by and funded to the DIP Agent by the Fronting Lender and subsequently assigned to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each DIP Lender. The Fronting Lender shall deposit into the Borrowers' Account the amount requested by the Borrowers pursuant to the Advance Notice on the requested date of the Advance, net of all fees, costs and expenses to be paid in connection with such Advance pursuant to a funds direction to be delivered ~~prior~~prior to the date of such Advance; provided that (x) with respect to the Initial Advance, the Initial Advance Conditions are satisfied as of such date and (y) with respect to each Advance after the Initial Advance, the applicable conditions described in this section 8 and the applicable Subsequent Advance Conditions are satisfied as of such date.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used solely by the Borrowers in accordance with the Approved Cash Flow Forecast (subject to Permitted Variances), which shall include provision for payment, in all respects subject to and to the extent included in the Approved Cash Flow Forecast (subject to Permitted Variances), of (i) the fees of the Monitor and its counsel and counsel for the ~~Borrowers~~Obligors, (ii) interest, fees (including the Commitment/Funding Fee) and other amounts owing to the DIP Lenders under this Agreement, (iii) ~~pre-and~~ post-filing expenses payable to the DIP Lenders or to the extent constituting Permitted Advisor Payments, their advisors under the ~~Senior Credit Agreement, the Indenture, or the~~ DIP Facility ~~(including, without limitation, those set forth in section 13),~~ and ordinary course payments for the Borrowers' working capital needs during the CCAA Proceeding, including, post-filing accounts payable in the ordinary course of the Business ~~and~~, Priority Payables and in respect of the pursuit of the SISP, (iv) royalty payments under each of the Royalty Agreements when due and payable under such Royalty Agreement,, (v) cash collateral required to support letters of credit issued by financial institutions, (vi) Pre-Approved Steensby Capex, and (~~v~~vii) amounts payable under the Benefits Agreement~~, in each case, under clauses (i) through (v), as set forth in the Approved Cash Flow Forecast (subject to Permitted Variances)~~. ~~—~~.[4] Without the prior written consent of the Required DIP Lenders ~~(subject to the Supermajority DIP Lender Budget Consent Right)~~, no proceeds may be used, and no expenditures shall be made, for any purpose that is not included in the Approved Cash Flow Forecast (subject to Permitted Variances).

10. **Assignment by** The Borrowers shall not be permitted to assign their interests in this Agreement without the prior written consent of ~~each~~the Required DIP

[4] **Note to Draft**: Deleted language is duplicative of lead-in language.

	the Borrowers:	~~Lender~~Lenders, not be unreasonably withheld.
11.	**Evidence of Indebtedness:**	The DIP Agent shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP Agent register constitutes, in the absence of manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP Lenders pursuant to the DIP Facility.
12.	**Interest; Fees**	All amounts owing by the Borrowers hereunder to the DIP Lenders on account of the principal, overdue interest and expenses shall bear interest at a rate per annum equal to ~~Adjusted Term SOFR (which, for purposes of this Agreement, shall have the meaning given to such term in the Senior Credit Agreement, treating the DIP Loans as SOFR Loans thereunder and utilizing a one-month Interest Period as set forth below)~~ 1 month Term SOFR from time to time plus ~~7.00~~4.75%, payable entirely in cash on each Interest Payment Date (the "**Interest Rate**"). To the extent permitted by Law, effective upon the occurrence of and during the continuance of an Event of Default, all overdue amounts owing to the DIP Lenders hereunder by the Borrowers on account of principal, overdue interest and expenses shall bear interest at the Interest Rate plus an additional 2% per annum (the Interest Rate, as increased, the "**Default Rate**"). All interest hereunder shall be computed on the basis of a year of 360 days and shall accrue and be calculated daily and payable in cash, monthly in arrears on the last Business Day of each month (each, an "**Interest Payment Date**"); provided that unless otherwise agreed by the Required DIP Lenders, interest accruing at the Default Rate shall be payable in cash on demand, both before and after demand and judgment. In the case of an Advance, the first "**Interest Period**" shall commence on and include the date of such Advance and shall end on and exclude the next following Interest Payment Date. Thereafter, in the case of such Advance, the Interest Period shall commence on and include the Interest Payment Date and end on and exclude the next Interest Payment Date or the Maturity Date, whichever is earlier. ~~Upon entry of the Second Amended and Restated Initial Order~~If the DIP Facility is not refinanced or otherwise assigned by the DIP Lenders during the Bridge Period, on the day following the Bridge Period, the Borrowers shall pay a fee (the "**Commitment/Funding Fee**") of ~~3.00~~1.75% of the Loan Amount to the DIP Lenders on a pro rata basis, which such Commitment/Funding Fee shall be payable in kind and capitalized on the principal amount of the DIP Loans on such date. The Commitment/Funding Fee shall constitute part of the DIP Obligations, shall be secured by the DIP Charge, and shall bear interest at the Interest Rate ~~(or, after the occurrence and during the continuance of an Event of Default, the Default Rate).~~. Notwithstanding anything to the contrary in this section 12, this section

12 is subject to the restrictions on interest, fees and expenses imposed under section 8 with respect to Bridge Advances.

13. **Other Costs and Expenses:** ~~The Borrower~~Subject to the limitations in Section 8, the Borrowers shall pay all reasonable and documented third-party out-of-pocket costs and expenses of the DIP Agent, the DIP Lenders and the Fronting Lender for all due diligence and all reasonable and documented fees, out-of-pocket expenses and disbursements of advisors (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG~~)~~, and notwithstanding anything to the contrary herein which reasonable and documented fees, out-of-pocket expenses and disbursements of advisors shall not exceed $■ per month (such amounts, "**Permitted Advisor Payments**")),[5] in each case, incurred post-CCAA filing in connection with the preparation, negotiation and consummation of this Agreement~~ or any other Restructuring Transaction~~, the administration of the DIP Facility and participation in the CCAA Proceeding, including any reasonable and documented third-party costs and out-of-pocket expenses incurred by the DIP Agent, the DIP Lenders and the Fronting Lender in connection with the enforcement of any of the rights and remedies available hereunder or under the DIP Security (such post CCAA-filing expenses, collectively, the "**DIP Lender Expenses**"). The DIP Lender Expenses shall form part of the DIP Obligations secured by the DIP Charge (as defined below). All accrued DIP Lender Expenses incurred post CCAA-filing and prior to date of the Initial Advance ~~(including prior to the filing of the CCAA Proceeding)~~ shall be paid in full through deduction from the Initial Advance.

14. **Approved Cash Flow Forecast:** Attached hereto as Schedule B is a detailed cash flow projection (the "**Initial Cash Flow Forecast**"), which is in form and substance satisfactory to the Required DIP Lenders and which may include, *inter alia*, provision for payments on account of any interest and expenses which may be payable under the DIP Facility, rent and other occupancy costs, supplier payments, cash collateral required to support letters of credit issued by financial institutions, post-filing accounts payable in the ordinary course of the Business, Priority Payables, payments of amounts payable under the Royalty Agreements and the Benefits Agreement, and the costs and expenses associated with the CCAA Proceeding.

The Borrowers, with the assistance of the Monitor, shall, from time to time as required by this Agreement, present the DIP Lenders with a

[5] **Note to Draft**: Please provide a figure for the DIP Lender's professional advisor fees. This will affect the net proceeds available to the Borrower.

revised ~~budget in a form acceptable to the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right)~~cash flow in a substantially similar form (the "**Updated Cash Flow Forecast**"). Upon the written approval of the Required DIP Lenders~~ (subject to the Supermajority DIP Lender Budget Consent Right)~~, the Updated Cash Flow shall thereafter be deemed to be the effective ~~budget~~cash flow forecast (the "**Approved Cash Flow Forecast**") for the purposes hereof. Until such time as the Required DIP Lenders ~~(subject to the Supermajority DIP Lender Budget Consent Right)~~ approve an Updated Cash Flow Forecast, the prior Approved Cash Flow Forecast shall remain in effect~~ for disbursement lines in the Operating Disbursements section set forth in the then applicable Initial Cash Flow Forecast or Approved Cash Flow Forecast, as applicable; *provided* that no other amounts may be "rolled forward" past the 13-week period contemplated by such Approved Cash Flow Forecast, and no additional amounts may be expended thereon except as expressly approved in a subsequently approved Updated Cash Flow Forecast.~~ .[6] The DIP Lenders shall be under no obligation to approve any Updated Cash Flow Forecast notwithstanding any prior approval of any prior or then-current Approved Cash Flow Forecast~~.~~, recognizing that if no such approval is given the then prior Approved Cash Flow Forecast shall remain in effect.[7]

The DIP Lenders agree to provide for approvals in allocations in the Approved Cash Flow Forecast to capital expenditures in connection with Pre-Approved Steensby CapEx.

~~Notwithstanding any other provision of this Agreement, neither the DIP Agent nor the DIP Lenders shall be obligated to make any advance under the DIP Facility which does not comply with or adhere to the Approved Cash Flow Forecast.~~

~~For the avoidance of doubt, the Approved Cash Flow Forecast will include payment of all reasonable and documented out of pocket fees and expenses of advisors to EDC, the Senior Agents, the Senior Lenders and the Holder AHG (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG).~~

~~The~~In addition to Pre-Approved Steensby CapEx, the DIP Lenders agree to provide for approvals in allocations in the Approved Cash Flow Forecast to capital expenditures in connection with the Steensby Expansion or any additional exploration costs at such time as the

[6] **Note to Draft**: Limiting the roll-forward to opex will starve the business intended to be operated in the ordinary course. It is not competitive.

[7] **Note to Draft**: Deleted items are duplicative of the above.

Borrowers have (i) obtained one or more bona fide, binding, irrevocable bids in the SISP that provide for (A) the repayment in full in cash of the DIP Facility and the obligations under the Senior Credit Agreement and the Senior Secured Notes on or prior to the closing of such sale transaction, and (B) the consent of such bidder(s) to pursue the Steensby Railway project and related financing process (the "**Steensby Expansion**") and further exploration, with a plan for execution which is reasonably acceptable to the Required DIP Lenders; (ii) submitted to the DIP Lenders supporting plans including engineering, design and operations acceptable to the Required DIP Lenders; and (iii) liquidity which is reasonably acceptable to the Required DIP Lenders~~; *provided*, *however*, that the approval of the Supermajority DIP Lenders shall be required with respect to allocations of more than $95 million to the Steensby Expansion or exploration in any Updated Cash Flow Forecast (the "**Supermajority DIP Lender Budget Consent Right**")~~.

15. **Conditions Precedent to the Initial Advance:**

The DIP Lenders' obligation to make the Initial Advance hereunder from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Initial Advance Conditions**"):

(a) the Court shall have issued the Second Amended and Restated Initial Order in form and substance satisfactory to the DIP Agent, the Required DIP Lenders and the Fronting Lender, acting reasonably, among other things:

(i) authorizing and approving this Agreement;

(ii) granting the DIP Charge and the priority of the DIP Charge contemplated in this Agreement;

(iii) granting a stay of proceedings until no earlier than September 30, 2026; and

(~~v~~iv) providing for provisional execution, or other satisfactory protection, in respect of any and all Advances made and/or Liens and/or charges granted for the DIP Loans, including the DIP Charge;

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired)~~ and no notices of the foregoing shall have been filed~~, unless otherwise agreed by the Required DIP Lenders, in their ~~sole~~reasonable discretion;

(b) ~~all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder will be paid from the proceeds of the Initial Advance~~

on the date of the Initial Advance; and[reserved];[8]

(c) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof[reserved];

(d) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the Initial Advance; and

(e) the DIP Agent and the Required DIP Lenders there shall be satisfied that there are no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

.[9](f) the Obligors shall have delivered to the DIP Agent customary officer's certificates and authorizing directors' resolutions, in form and substance satisfactory to the Required DIP Lenders; and

(g) the Borrowers shall have provided to the DIP Agent and the Required DIP Lenders a list of all material licences and permits required for the continued operation of the Business into the foreseeable future, including their current status, renewal and such other material items related thereto (the "**Material Licences and Permits Schedule**").

16. **Conditions Precedent to Advances of the Loan Amount (other than the Initial Advance):**

The DIP Lenders' agreement to make any additional Advances available from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Subsequent Advance Conditions**"):

(a) the Second Amended and Restated Initial Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their solereasonable discretion;

(b) the Second Amended and Restated Initial Order has not been amended, restated or modified in a manner that materially adversely affects the rights, remedies or interests of the DIP Lenders without the prior written consent of the Required DIP Lenders; *provided* that any such modification which would require the consent of a given DIP Lender under section 33 hereof be subject to such DIP Lenders' consent;[reserved]

(c) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

[8] **Note to Draft**: The Initial Advance will occur during the Bridge Period and so no fees, etc. should be payable.

[9] **Note to Draft**: Deleted deliveries are overly burdensome. The key permit for the mine is the Project Certificate. There are otherwise a very large number of permits. It is not workable in context and will consume too much management time for little benefit. DIP Lenders have also not provided a compelling reason as to why the list is necessary.

(d) subject to section 8, all reasonable and documented third-party ~~expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder~~out-of-pocket DIP Lender Expenses have been paid or will be paid from the proceeds of the requested Advance on the date of the applicable Advance;

(e) there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(f) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance;

(g) ~~the Obligors shall be in compliance in all material respects with all covenants and obligations contained in this Agreement~~[reserved];[10]

(h) ~~an updated Approved Cash Flow Forecast has been agreed to between the Borrowers and the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), and~~ the Borrowers are in compliance with the current Approved Cash Flow Forecast (subject to Permitted Variances) as at the date of the proposed Advance;[11]

~~(i) the Obligors shall be in compliance with the SISP Milestones;~~

~~(j) the Borrowers shall have delivered to the DIP Agent and the Required DIP Lenders, in the Advance Notice (or in a supplemental certificate executed by an officer of the Borrowers and delivered concurrently therewith), either (i) an updated Material Licences and Permits Schedule reflecting any additions, deletions, lapses, suspensions, revocations or changes in status to any of the items listed therein since the date of the most recent Material Licences and Permits Schedule delivered to the Required DIP Lenders, or (ii) a certification that the most recent Material Licences and Permits Schedule delivered to the Required DIP Lenders remains true and correct in all material respects as of the date of the requested Advance; and~~

~~(k) all conditions precedent in section 15 immediately above in this Agreement shall have been and continue to be satisfied on the date of such Advance.~~ (i) [reserved].[12]

17. **DIP Charge:** All of the obligations of the Obligors under or in connection with the DIP Facility, including without limitation, all principal, interest, fees and ~~amounts owing in respect of reasonable and documented third-party expenses of the DIP Agent, the DIP Lenders and the Fronting~~DIP

[10] **Note to Draft**: Breach of covenant is an EoD, so it subsumed by (f).

[11] **Note to Draft**: The requirement to agree an updated cash flow (vs. rolling) effectively makes this a single draw facility at the discretion of the DIP Lenters which is not acceptable.

[12] **Note to Draft**: Non-compliance with SISP Milestones is an Event of Default which is already a draw condition.

Lender Expenses (collectively, the "**DIP Obligations**"), shall be secured by a Court-ordered charge on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders (the "**DIP Charge**").

The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral other than (i) the administration charge not exceeding $5.0 million, ~~to be granted by the Court and~~(ii) the directors and officers charge not exceeding $20.4 million, ~~to be granted by the Court~~ and (iii) in respect of the Cash Collateral (as defined in the Amended and Restated Initial Order) (collectively, the "**Priority Charges**"). ~~All Collateral will be free and clear of all Encumbrances, except for Permitted Liens.~~, in each case unless otherwise consented by the Required DIP Lenders (acting reasonably).[13]

18. **DIP Security:** The Guarantors hereby guarantee in favour of the DIP Agent, for the benefit of the DIP Lenders, the payment and performance of the DIP Obligations of the Borrowers ~~pursuant to the terms set forth in Schedule C hereto.~~ .[14]

The DIP Lenders shall be permitted to request DIP Security (in form and substance reasonably satisfactory to the Required DIP Lender) from the Obligors at any time. The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders, subject to subordination only in respect of the Priority Charges and Priority Payables. For greater certainty, the delivery of DIP Security shall not be a condition precedent to the Initial Advance or any other advances of the Loan Amount as set out in sections 15 and 16.

19. ~~**Hedging Obligations**~~**[Reserved]:**[15] ~~Notwithstanding anything herein to the contrary, Hedging Obligations owing to any DIP Lender may be secured by liens which are equal in priority to the DIP Security.~~

20. **Borrowers' Account:** Advances shall be deposited into a bank account to be designated by the Borrowers (the "**Borrowers' Account**") and utilized by the Borrowers in accordance with the terms of this Agreement. At the request of the DIP Lenders, the Borrowers shall put in place a blocked account agreement in favour of the DIP Agent (for the benefit of the DIP Lenders) thereon on such terms as are acceptable to the Required DIP Lenders, in their discretion. Any such blocked account agreement shall not impose a payment block absent the occurrence of an Event of Default that is continuing.

21. **Repayment and Maturity Date:** All DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following:

[13] **Note to Draft**: Deletion covered by negative covenants.

[14] **Note to Draft**: Detailed guarantee provisions are unnecessary in the context of a court approved DIP.

[15] **Note to Draft**: Hedging and ranking of related security to be discussed post-DIP.

(a) conversion of the CCAA Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(b) the ~~occurrence of an Event of Default and~~date which is fifteen (15) days after a demand for payment is made by the DIP Agent (at the request of the Required DIP Lenders) following the occurrence of any Event of Default that is continuing as of such date;

(c) the closing of a Restructuring Transaction or combination of Restructuring Transactions; or

(d) the date that is ~~twelve~~eighteen (~~12~~18) months after the ~~date of this Agreement~~granting of the Second Amended and Restated Initial Order, subject to the extensions set forth below (the "**Stated Maturity Date**")

(such earliest date, the "**Maturity Date**").

The Stated Maturity Date may be extended ~~two times~~one time by the Borrowers for up to ~~three~~six (~~3~~6) months ~~each time~~, provided that (i) the Borrowers deliver a written extension request to the DIP Agent not less than ten (10) days prior to the then applicable Stated Maturity Date, (ii) no Default or Event of Default exists on the then applicable Stated Maturity Date, (iii) the Borrowers shall have paid an extension fee on the date of each such extension equal to ~~two~~one percent (~~2~~1%) of the DIP Loans outstanding at such time, payable in-kind on the date of such extension to the DIP Agent on behalf of the DIP Lenders on a pro rata basis and capitalized on the principal amount of the DIP Loans as of such date and (iv) the Borrowers shall have provided to the DIP Agent and the DIP Lenders an Updated Cash Flow Forecast ~~as approved by the Monitor and~~ which shall be in form and substance satisfactory to the Required DIP Lenders ~~(subject to the Supermajority DIP Lender Budget Consent Right) in their sole discretion~~acting reasonably, through and including the date to which the Stated Maturity Date is extended.

The DIP Lenders' commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be fully repaid no later than the Maturity Date, without the DIP Lenders being required to make demand upon the Borrowers or Guarantors or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable.

22. **Payments:** All payments of principal, interest and expenses hereunder, if applicable, shall be made for value in the full amount due at or before 12:00 noon on the day such amount is due by deposit or transfer thereof to the DIP Agent or as the DIP Lenders may direct. Payments received after such time shall be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment. Each payment to be made by the Borrowers under this Agreement shall be made in full without deduction, set-off or

counterclaim of any kind or for any reason. If any expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP Agent may, but shall have no duty to do so, pay all such expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility. Unless otherwise consented to in writing by the Required DIP Lenders, the net cash proceeds of any sale, realization or disposition of, or with respect to, any of the Collateral (including obsolete, excess or worn-out Collateral) out of the ordinary course of business~~, any cash or other proceeds received out of the ordinary course of business~~ (for greater certainty, net of transaction fees and applicable taxes in respect thereof), or any insurance proceeds (net of expenses incurred by the applicable Obligor in connection therewith, including transaction fees and applicable taxes in respect thereof) (each "**Net Proceeds**") paid to the Borrowers or Guarantors in respect of ~~such~~ Collateral, shall be paid to the DIP Agent (for the benefit of the DIP Lenders) and applied to reduce the DIP Obligations ~~(for greater certainty, net of transaction fees and applicable Taxes in respect thereof)~~. ~~Any amounts~~ and permanently reduce and cancel an equivalent portion of the Facility Amount in an amount equal to the Net Proceeds of such sale, realization, disposition or insurance; provided that, in lieu of such prepayment, the applicable Obligor shall be permitted to apply such Net Proceeds within 180 days after the receipt thereof by such Obligor to, or to contract to, repair or replace the affected Collateral, subject to such Obligor's written notice thereof to the DIP Lender promptly following the sale, realization, disposition or casualty event in respect of insurance proceeds. Any such amount repaid may not be reborrowed.

23. **Indemnity:** ~~The~~Subject to section 8, the Obligors agree to indemnify and hold harmless the DIP Agent, the DIP Lenders, the Fronting Lender and their respective Affiliates, partners and officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or reasonable and documented third-party expenses of any kind or nature whatsoever which may be incurred by any of the Indemnified Persons (collectively, the "**Claims**") as a result of, in connection with or in any way related to the DIP Facility, the priority of the DIP Charge, the proposed or actual use of the proceeds of the DIP Facility or this Agreement; provided, however, that the Obligors shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any Claim (a) to the extent it resulted from the gross negligence, wilful misconduct ~~or~~, bad faith or breach of agreement of any Indemnified Person as finally determined by a court of competent jurisdiction, ~~or~~ (b) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Obligors, or (c) arising from any appeal, motion to stay, vary, amend, or other proceeding brought by any party challenging the Second Amended and Restated Initial Order, to the

extent such challenge relates to the DIP Facility, and only if the Bridge Facility is refinanced or otherwise assigned during the Bridge Period. The Obligors shall not be responsible or liable to any Indemnified Person or any other person for consequential or punitive damages. Notwithstanding anything to the contrary herein, the indemnities granted under this Agreement shall survive any termination of the DIP Facility.

24. **Representations and Warranties:** Each Obligor represents and warrants to the DIP Agent and DIP Lenders, upon which the DIP Agent and each of the DIP Lenders has relied in entering into this Agreement that:

(a) such Obligor is validly formed and existing under the laws of its jurisdiction of incorporation or formation;

(b) such Obligor has the power and capacity, ~~and the legal right,~~ to own or lease and operate its property, to carry on its business as now conducted and as proposed to be conducted~~, and subject to Court approval of this Agreement, to enter into, execute, deliver and perform its obligations~~ under this Agreement;[16]

(c) ~~such Obligor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Subject to the issuance of the Initial Order,~~ Amended and Restated Initial Order ~~or~~ Second Amended and Restated Initial Order, ~~as applicable, and the terms thereof, no consent or authorization of, filing with, notice to or other act by, or in respect of, any governmental authority or any other person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity or enforceability of this Agreement;~~ [reserved];[17]

(d) this Agreement and the transactions contemplated by this Agreement:

(i) are within the powers of such Obligor and, subject to the granting of the Second Amended and Restated Initial Order~~, as applicable,~~ constitute legal, valid and binding obligations of such Obligor, enforceable against it in accordance with the terms hereof;

(ii) have been duly authorized, executed and delivered by or on behalf of such Obligor; and

(iii) subject to the granting of the Second Amended and Restated Initial Order, as applicable, do not and will not conflict with, contravene, violate or result in a breach of: (A) any of the terms or provisions of such Obligor's constating documents or by-laws, (B) any ~~material contracts or instruments~~Material Contracts to which such Obligor is a party or pursuant to which any of its assets or property may be affected or (c) any

[16] **Note to Draft**: Deleted text covered by (d).

[17] **Note to Draft**: Deleted text covered by (d).

applicable Law;

(e) the Business of such Obligor has been and will continue to be conducted in material compliance with all applicable Laws (including environmental laws) of each jurisdiction in which the Business has been or is being carried on subject to the provisions of the CCAA and any Court order made after the date of the Initial Order;

(f) ~~such Obligor and its properties and businesses comply in all material respects, and the use of its properties comply in all material respects, with all applicable environmental laws; such Obligor has no knowledge of any facts which result in, or constitute, or are likely to give rise to, non-compliance with any environmental laws in any material respect;~~[reserved];[18]

(g) such Obligor owns, leases or has the lawful right to use all of the material properties and undertaking necessary for the conduct of the business of such Obligor;

(h) such Obligor has obtained any material Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect. No proceedings have been commenced to revoke or amend any such Authorizations;

(i) such Obligor does not have any defined benefit pension plans or similar plans and is in material compliance with all applicable Law respecting its employees' employment and all collective bargaining agreements to which it is a party or otherwise bound;

(j) ~~except as otherwise disclosed to the DIP Lenders in writing prior to the date hereof,~~ such Obligor is current on its post-filing payment obligations for rent and other occupancy costs and expenses in respect of any premises that it leases;

(k) all of such Obligor's obligations (including fiduciary, funding, investment and administrative obligations, if any) required to be performed in connection with such Obligor's employee benefit plans have been performed on a timely basis;

(l) such Obligor has filed all Tax returns which were required to be filed and paid all Taxes (including interest and penalties) which are due and payable, except as disclosed to the DIP Lenders prior to the date hereof[19] or for charges, fees or dues which are not material in amount or which are not delinquent or if delinquent are being contested in good faith by appropriate proceedings;

(m) such Obligor and each of its subsidiaries has good and valid title to, or legally binding property right in, or valid leasehold interests

[18] **Note to Draft**: Otherwise covered.

[19] **Note to Draft**: Covers amounts potentially owed pursuant to Greenhouse Gas Pollution Pricing Act.

in, all material real property necessary or used in the ordinary conduct of its business, in each case free and clear of all ~~Liens~~Encumbrances other than those ~~liens~~Encumbrances permitted by section 4.10 of the Indenture and "Permitted Liens" under the Indenture (as same exists on the date of this Agreement) and except for minor defects in title as ~~could~~would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the operations, financial condition~~, and/or future prospects~~ of the Obligors taken as a whole;

(n) all information provided by or on behalf of such Obligor to the DIP Lenders for the purposes of or in connection with this Agreement or any transaction contemplated herein is, true and accurate in all material respects on the date as of which such information was provided, not incomplete and does not omit to state any fact necessary to make such information (taken as a whole) not materially misleading at such time, in light of the circumstances under which such information was provided; ~~and~~

(o) ~~none of the Obligors owns or controls, directly or indirectly, any subsidiaries which are not Obligors.~~ [reserved];

(p) each Obligor maintains adequate insurance coverage, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contain reasonable coverage and scope;

(q) except for those defaults which are stayed by the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order ~~and~~or as disclosed to the DIP Lenders in writing, all Material Contracts are in full force and effect ~~and are valid, binding and enforceable~~ in accordance with their terms, ~~and the Obligors do not have any knowledge of any default that has occurred and is continuing thereunder (other than those defaults arising as a result of or relating to the insolvency of the Obligors or any of their affiliates or the commencement of the CCAA Proceeding);~~subject to the stay of proceedings granted by the Court in the CCAA Proceedings;

(r) except as disclosed to the DIP Lenders in writing ~~by the Obligors~~, there are no agreements of any kind (i) between the Obligors and any other third party or any holder of debt or Equity Securities of the Obligors with respect to any Restructuring Transaction, which remain in force and effect as of the date hereof, or (ii) between the Borrowers and any related party;

(s) other than potential proceedings in connection with the Second Amended and Restated Initial Order to be sought by the Borrower, or this DIP Facility, or as stayed pursuant to the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, there is not now pending or, to the knowledge of any of the senior officers of the Obligors,

threatened against the Obligors, nor has any Obligor received notice in respect of, any ~~material~~ claim, potential claim, litigation, action, suit, arbitration or other proceeding by or before any court, tribunal, governmental entity or regulatory body, in each case that would reasonably be expected to be material and adverse to the Obligors, taken as a whole;

(t) each Obligor has maintained and paid current its obligations, as applicable, for payroll, source deductions, harmonized, goods and services and retail sales tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations;

(u) ~~the Obligors have valid leasehold interests in all leases, subleases or assignments of leases, and each such lease is in full force and effect, and the Obligors do not have knowledge of any default that has occurred (other than in connection with the CCAA Proceeding);~~[reserved];[20]

(v) ~~the Borrowers have not taken or omitted to take any action that could materially impact their continued operations, including (i) failing to procure any essential products needed before the shipping window closes, (ii) ceasing their mining operations, or (iii) reducing their workforce;~~[reserved];[21]

(w) ~~any information provided by the Borrowers to the DIP Agent and the DIP Lenders on the status of the SISP, the Steensby Railway project and related financing process (the "**Steensby Expansion**") to date, including any reporting required pursuant hereto, is accurate and complete, and the Obligors have disclosed all material information in respect of such processes to the DIP Agent and the DIP Lenders; and~~[reserved][22]; and

(x) ~~no Default or Event of Default has occurred and is continuing~~[reserved].

25. **Affirmative Covenants:** In addition to all other covenants and obligations contained herein, each Obligor agrees and covenants to perform and do each of the following until the DIP Facility is fully repaid or assigned with the written consent of the Required DIP Lenders:

(a) submit to the Court the Second Amended and Restated Initial Order, and any other Court orders which are being sought by the ~~Obligor~~Obligors in a form confirmed in advance to be satisfactory to the Required DIP Lenders (acting reasonably) subject to any amendments that are required by the Court or the Obligors that are acceptable to the Required DIP Lenders (acting reasonably);

[20] **Note to Draft**: Covered by reps above.

[21] **Note to Draft**: Too broad.

[22] **Note to Draft**: Subsumed by (n).

(b) comply with the provisions of all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(c) use commercially reasonable efforts[23] to allow each of the DIP Agent, DIP Lenders and their respective employees, agents, advisors and representatives access to all ~~collateral~~Collateral, information and documentation of the Obligors, to visit, inspect and conduct examinations of any of such ~~collateral~~Collateral, information and documentation (including any books and records) and discuss its business operations, properties and financial and other conditions with its officers, employees and independent public accountants, in each case, as may be reasonably requested by the DIP Agent or Required DIP Lenders, during normal business hours, in each case subject to applicable privacy laws and solicitor-client privilege; provided that visits to Nunavut shall be subject to such limitations as the Borrowers may from time to time determine, including due to cost, interference with operations, sealift, shipping season and the SISP;

(d) ~~upon the reasonable request of the Required DIP Lenders, provide updates regarding the status of the CCAA Proceeding, including any information which may otherwise be confidential, subject to same being maintained as confidential by the DIP Lenders;~~ [reserved];[24]

(e) preserve, renew, maintain and keep in full force its corporate existence and its material Authorizations required in respect of the Business or any of the Collateral;

(f) keep the DIP Lenders apprised on a timely basis of all material developments with respect to the Business and affairs of the Obligors;

(g) conduct the Business and preserve, protect and maintain the Collateral in the ordinary course of Business;

(h) operate and maintain its respective properties and businesses in all material respects in accordance with industry practice and in all material respects in accordance with applicable ~~law~~Law and all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(i) ~~maintain in full force all policies and contracts of insurance that are now in effect (or renewals thereof) under which the Obligor,~~

[23] **Note to Draft**: Given the location of the mine in Nunavut, some qualifier is required.

[24] **Note to Draft**: subsumed by (f).

~~the Business or any of the Collateral is insured~~[reserved];[25]

(j) except to the extent otherwise agreed by the Required DIP Lenders (acting reasonably), pay all applicable Priority Payables and all other amounts necessary to preserve the Collateral to avoid any Encumbrance thereon and to carry on the business of each Obligor in the ordinary course;

(k) promptly notify the DIP Lenders of the occurrence of any Default or Event of Default ~~or of any event or circumstance which could reasonably be expected to result in a material adverse change to the Approved Cash Flow Forecast~~;

(l) comply in all material respects with all applicable Laws, rules and regulations applicable to its business, including environmental laws;

(m) ~~deliver to the DIP Agent the reporting and other information from time to time reasonably requested by the DIP Agent or the Required DIP Lenders, and any other information pertaining to the business and affairs of the Obligors as reasonably requested by the DIP Agent or any DIP Lender;~~[reserved][26]

(n) use the proceeds of the DIP Facility in a manner consistent with the restrictions set out herein and in all cases in accordance with the Approved Cash Flow Forecast (subject to Permitted Variances);

(o) [reserved];[27]

(p) [reserved][28]

~~(o) duly and punctually pay or cause to be paid to the DIP Agent on behalf of the DIP Lenders all principal, interest, fees and other amounts payable by it under this Agreement on the dates, at the places and in the amounts set forth herein;~~

~~(p) authorize the Monitor to (i) meet and communicate with the DIP Agent and DIP Lenders and (ii) provide regular reports to the DIP Agent and DIP Lenders with respect to the DIP Facility and the CCAA Proceeding;~~

(q) ~~comply at all times with the SISP Milestones~~[reserved];[29]

(r) on or prior to 5:00 p.m. (Toronto time) on the Monday of every ~~second~~fourth calendar week beginning after the date of this Agreement (each, a "**Testing Period**"),the Obligors shall have delivered to the DIP Agent and DIP Lenders (x) an Updated

[25] **Note to Draft**: Covered by insurance covenant below.

[26] **Note to Draft**: Subsumed by (c).

[27] **Note to Draft**: Covered by EODs.

[28] **Note to Draft**: The Borrower cannot authorize the Monitor – it is an independent court officer.

[29] **Note to Draft**: Covered by EODs.

Cash Flow Forecast ~~that is satisfactory to the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right)~~ and (y) a Variance Report;[30]

(s) ~~the Obligors shall have delivered to the DIP Lenders a business plan that is in form and substance satisfactory to the Required DIP Lenders by no later than the date that is three (3) months after the issuance of the Initial Order; and~~[reserved];

(t) ~~On or prior to June 5, 2026 (or such later date as may be agreed to by the Borrowers and the Required DIP Lenders), the Obligors shall have entered into a key employee retention plan and/or a key employee incentive plan in form and substance acceptable to the Required DIP Lenders.~~ [reserved];

(u) at all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers in coverage and scope acceptable to the Required DIP Lenders, acting reasonably, and, if requested by the Required DIP Lenders, cause the DIP Agent to be listed as ~~the~~a loss payee or additional insured (as applicable) on such insurance policies and notify the DIP Lenders of any claims or losses exceeding $~~1,000,000~~2,000,000. The Approved Cash Flow Forecast shall permit funding sufficient to pay the premiums in respect of such insurance;

(v) provide the DIP Agent~~,~~ and the DIP Lenders ~~and~~(by email to their counsel being sufficient) with draft copies of, and the opportunity to ~~comment on,~~review all motions, applications, proposed Court orders and other materials or documents that the Obligors intend to file in the CCAA Proceeding ~~at least five (5) Business Days~~ prior to ~~any~~ such filing or, ~~where it is not practically possible to do so within such time,~~ as soon as possible on or prior to the date on which such motion, application, proposed Court ~~order~~Order or other material or document is served on the service list in respect of the CCAA Proceeding;

(w) promptly provide notice to the DIP Agent, the DIP Lenders and their counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory authority having jurisdiction over any Obligor, in each case which would have a material adverse effect on the Obligors' ability to perform under this Agreement and subject to any disclosure restrictions at Law or contained in any Court order or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the

[30] **Note to Draft**: Deleted language does not permit the approve cash flow to roll.

Borrowers' restructuring process;

(x) ~~promptly upon becoming aware thereof, provide details of any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Obligor by or before any court, tribunal, Governmental Authority or regulatory body, which would be reasonably likely to result, individually or in the aggregate, in a judgment in excess of $1,000,000;~~[reserved];[31]

(y) take all commercially reasonable actions necessary or available to defend ~~the~~any Court orders in the CCAA Proceedings from any appeal, reversal, ~~modification~~modifications, amendment, stay or vacating not expressly consented to in writing in advance by the Required DIP Lenders, to the extent relating to the DIP Facility or the DIP Charge;

(z) continue business operations in all material respects in the ordinary course ensuring full utilization of the shipping window, including (i) ensuring fuel and other necessary products for operations are secured for continued operations and (ii) shipping out all ready-to-ship product for sale; and the Borrowers will not materially change employee head count or staffing requirements except as may be needed to optimize cost structure and operations subject to the Approved Cash Flow Forecast and the prior written consent of the Required DIP Lenders;

(aa) maintain ~~and take all action to ensure~~ all material licences and permits required for the ~~foreseeable~~ operation of ~~its business that may be required will be acquired, procured, or otherwise obtained and remain~~the Business in the ordinary course during the term of the DIP Facility in full force and effect; ~~the Borrowers shall~~ use commercially reasonable efforts to defend each against revocation or amendment thereof~~; and the Borrowers, upon request of the Required DIP Lenders, will take all action as may be needed to obtain and preserve the permit to allow for the transportation of up to 6 million tonnes per annum of ore;~~ that would reasonably be expected to be material and adverse to the rights and remedies of the DIP Lenders pursuant to the terms hereof;[32]

(bb) ~~maintain in good repair, working order and condition all material properties and assets used or useful in the business of the Borrowers and make all such appropriate repairs thereto~~[reserved];[33]

(cc) ~~take all commercially reasonable efforts to disclaim all contracts~~

[31] **Note to Draft**: Subsumed in (c).

[32] **Note to Draft**: Borrower does not have a 6 mtpa permit.

[33] **Note to Draft**: Subsumed in (g).

that are not within the Approved Cash Flow Forecast[reserved];[34]

(dd) act diligently and in good faith in the pursuit of the CCAA Proceeding[reserved];[35]

(ee) establish a risk management program for all business variables that can reasonably affect business operations in consultation with the Required DIP Lenders, and the DIP Lenders shall have a right of first refusal on any Hedging Obligations; and[reserved];

(ff) execute and deliver such loan and security documentation as may be reasonably requested by the DIP Agent or the Required DIP Lenders from time to time[reserved];

(gg) provide the DIP Agent and DIP Lenders and their advisors from time to time, on a confidential basis, with such information regarding the progress of the Obligors' pursuit of a Restructuring Transaction and the Steensby Expansion as may be reasonably requested by the Required DIP Lenders, subject to any disclosure restrictions contained in any Court order, or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process; and[reserved][36]; and

(hh) subject to Section 8, promptly pay all DIP Lender Expenses to the DIP Lender no less frequently than every two weeks, provided that the DIP Lenders shall use commercially reasonable efforts to provide reasonable estimates of such expenses for purposes of the Approved Cash Flow Forecast.

26. **Negative Covenants:** Each Obligor covenants and agrees not to do the following, other than with the prior written consent of the Required DIP Lenders from and after the date hereof:

(a) make any payment of principal or interest in respect of Indebtedness other than with respect to the DIP Obligations or otherwise provided herein or declare or pay any dividends or make any other distribution, in each case, except as expressly provided for in the Approved Cash Flow Forecast (subject to Permitted Variances);

(b) except as set forth in any Court order that is acceptable to the Required DIP Lenders, incur or permit to exist (acting reasonably) or any equipment lease or financing lease obligations covered by an Approved Cash Flow Forecast, incur any Indebtedness (including, without limitation, any capital lease obligation, equipment lease or financing lease obligation), or provide or seek or support a motion by another party to provide

[34] **Note to Draft**: Management, in consultation with the Monitor, will decide as to which contracts are disclaimed.

[35] **Note to Draft**: What does "in pursuit of the CCAA Proceeding" mean?

[36] **Note to Draft**: Information requests covered elsewhere.

such Indebtednesssubject to Permitted Variances;

(c) [reserved];[37]

(ed) except for the Priority Charges, the DIP Charge, and any Encumbrance existing prior to the date hereof and ranking subordinate to the DIP Charge, or as set forth in any Court order that is acceptable to the Required DIP Lenders, create, permit to exist any Encumbrance, or provide or seek or support a motion by another party to provide an Encumbrance, upon any Collateral;

(acting reasonably), (d) create or permit to exist any LiensEncumbrances on any of its properties or assets other than the Permitted Liens;[38]

(e) make any payments or use any monies (including, without limitation, proceeds of the DIP Facility) outside of the ordinary course of Business, unless provided for in the Approved Cash Flow Forecast (subject to Permitted Variances);

(f) make any investments in, acquisitions of or loans to or guarantee the Indebtedness or obligations of any other Person, entity or assets, except as expressly provided for in the Approved Cash Flow Forecast (subject to Permitted Variances);

(g) except between Obligors, enter into or continue performance under any transaction with any affiliate or any of its or its affiliates' respective direct or indirect equity holders, senior officers, directors, managers or employees, except in the ordinary course of business for a bona fide business purpose and not for any other purpose, except as expressly provided for herein or in the Approved Cash Flow Forecast;[39]

(h) enter into or continue performance under any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's length transactions of a similar type[reserved];[40]

(i) notwithstanding anything in the Initial Cash Flow Forecast or any Approved Cash Flow Forecast, make any type of payment, or otherwise satisfy any claim, to any direct or indirect shareholder of the Borrowers arising under or related to any royalty agreement;

(i) [reserved];[41]

[37] **Note to Draft**: Covered by below.

[38] **Note to Draft**: The Company will be seeking KERP charges, but the amounts are still being determined.

[39] **Note to Draft**: As previously drafted, it conflicted with KERP, KEIP, etc.

[40] **Note to Draft**: Covered above.

[41] **Note to Draft**: Royalties included in cash flow.

(j) make any type of payment, or otherwise satisfy any claim, purported claim, liability, or other obligation, including without limitation of any pre-CCAA filing claim, that is not expressly provided for by the Approved Cash Flow Forecast (subject to Permitted Variances);

(k) change its jurisdiction of incorporation or registered office;

(l) change its name, fiscal year end or accounting policies or amend its organizational documents;

(m) cease to carry on the Business as currently being conducted or materially change its operations or business practices;

(n) sell, assign, lease, convey or otherwise dispose of or transfer any ~~of its~~material property, assets or undertakings, except for iron ore product or disposition of obsolete, redundant or ancillary assets obsolete, redundant, worn out or ancillary assets or as may be approved by the Court ~~with the prior written consent of the Required DIP Lenders~~;

(o) except as otherwise contemplated in any Court order ~~and approved by the Required DIP Lenders or as expressly~~, as contemplated by the Approved Cash Flow Forecast or as contemplated hereby, establish or make any retention or bonus payments, increase compensation or severance entitlements or other benefits payable to directors, senior officers or senior management, or pay any bonuses whatsoever;

(p) enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against the Obligor;

(q) enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other similar transaction or series of transactions, allow any change of control to occur, or create or acquire any new subsidiary or become a general partner in any partnership that does not provide for the full repayment of the obligations under the DIP Facility;

(r) amend, supplement, revoke, terminate or discharge or seek to amend, supplement, revoke, terminate or discharge, the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, except to amend and restate the Amended and Restated Initial Order as may be permitted by this Agreement;

(s) apply for or consent to, any Court order, or amendment or modification to an existing Court order which adversely affects or ~~could~~would reasonably be expected to adversely affect the DIP Agent or the DIP Lenders hereunder;

(t) file or support the confirmation of any plan of arrangement or

liquidation, in each case, that treats the DIP Obligations as "affected" without the consent of the Required DIP Lenders;

(u) ~~(i) enter into any material transaction or material agreements or (ii) amend or modify any existing agreements or transaction terms, in each case, including royalty agreements, Alternative Offtake and Service Agreements, or similar agreements, without the consent of the Required DIP Lenders;~~[reserved];[42]

(v) ~~satisfy the delivery or other performance obligations and/or payment obligations under its contracts with Glencore plc or any of its affiliates, including, without limitation, any obligations to process or deliver iron ore;~~[reserved];

(w) ~~take (or omit to take) any action to the extent such action could reasonably be expected to materially impair or otherwise adversely affect the ability of the Obligors to utilize any net operating losses, tax credit carry forwards, built-in losses, basis, deductions or other tax attributes or benefit, in each case, without the prior written consent of the Required DIP Lenders;~~[reserved];

(x) ~~issue any Equity Securities, create any new class of Equity Securities, amend any terms of its existing Equity Securities, or consent to or take any steps in furtherance of the exercise of any conversion right under any Equity Securities issued by it, other than in connection with a Restructuring Transaction approved pursuant to a Court order;~~[reserved];

(y) seek, obtain, support, make or permit to be made any Court order or any change, amendment or modification to any Court order that would reasonably be expected to materially affect the rights or protections of the DIP Agent or the DIP Lenders under or in connection with the DIP Facility or the DIP Charge, except with the prior written consent of the Required DIP Lenders, in their sole discretion;

(z) seek or consent to the lifting of the stay of proceedings in the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, as applicable, in favour of the Borrowers, or seek or consent to the appointment of a receiver or trustee in bankruptcy or any similar official in any jurisdiction;

(aa) ~~make any changes to the composition of the board of directors of the Borrowers (including the addition, removal or replacement of directors, other than a resignation by a director), other than pursuant to a Court order and with the Required DIP Lenders' approval (in their sole discretion);~~[reserved];

(bb) ~~negotiate or enter into any other interim financing facility;~~

[42] **Note to Draft**: Covenant too broad.

~~or~~[reserved];[43] or

(cc) ~~pay any professional or advisory fees (including any legal fees or expenses) of any other Person (other than the Borrowers, the DIP Agent, the DIP Lenders and the Monitor) that are not provided for in the Approved Cash Flow Forecast, except pursuant to the terms of a binding support agreement with such Person with respect to a Restructuring Transaction that is acceptable to the Required DIP Lenders, or as may otherwise be agreed to by the Required DIP Lenders and the Borrowers (in consultation with the Monitor).~~[reserved].[44]

27. **Sales and Investment Solicitation Process; Expansion:** Unless otherwise agreed by the ~~Supermajority~~Required DIP Lenders, the Borrowers and the DIP Lenders agree that the Borrowers (in consultation with the Monitor and the DIP Lenders) shall pursue a sales and investment solicitation process ~~in form and substance acceptable to the Borrowers and the Supermajority DIP Lenders~~ (the "**SISP**") approved pursuant to a Court order in respect of potential Restructuring Transactions and any such SISP shall include the following milestones (collectively, the "**SISP Milestones**"):

(a) the deadline for the commencement of the SISP will be no later than 3 months after the issuance of the Second Amended and Restated Initial Order;

(b) the deadline for the receipt of first round bids in connection with the SISP will be no later than 6 months after the issuance of the Second Amended and Restated Initial Order;

(c) the Borrowers shall complete all site visits for bidders prior to October 31, 2026; and

(d) the final deadline for the closing of a transaction resulting from the SISP will be no later than ~~12~~18 months after the commencement of the SISP,

provided that the Borrowers may extend each of the foregoing dates in accordance with the Court order approving the SISP~~, which Court order shall be in form and substance acceptable to the Supermajority DIP Lenders; provided further however that nothing herein shall prohibit the pursuit of a Restructuring Transaction pursuant to a Court approved plan at any time. For the avoidance of doubt, any DIP Lender or the DIP Agent may participate as a bidder in connection with any SISP in respect of potential Restructuring Transactions or Alternative Offtake and Service Agreements~~.

28. **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

[43] **Note to Draft**: Limits on Indebtedness are already imposed elsewhere.

[44] **Note to Draft**: There are already covenants that require payments to be made only in accordance with the approved cash flow

(a) any Court order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacating, amendment or restatement which (i) stays, reverses, vacates or otherwise modifies this Agreement or (ii) adversely affects or would reasonably be expected to adversely affect the ~~interest of the DIP Agent or DIP Lenders in a material manner~~enforceability of any material term of this Agreement or the DIP Charge, unless the DIP Agent or Required DIP Lenders, as applicable, have given their prior written consent thereto, including the issuance of a Court order:

(i) appointing a receiver and manager, receiver, interim receiver or similar official in respect of an Obligor;

(ii) terminating, lifting or amending the stay imposed within the CCAA Proceeding in a manner which, in the opinion of the Required DIP Lenders, acting reasonably, is materially prejudicial to the DIP Lenders;

(iii) granting any other claim or Encumbrance of equal or priority status to that of the DIP Charge, other than the Priority Charges or the Priority Payables; or

(iv) prejudicially affecting the DIP Agent, DIP Lenders or the Collateral;

(b) failure of an Obligor to diligently oppose any party that brings an application or motion for any of the relief set out in subsection 27(a) above and/or the failure to secure the dismissal of such motion or application within 30 days from the date that such application or motion is brought (provided no affirmative Court order is issued on such motion or application during such period);

(c) the CCAA Proceeding is terminated or converted to bankruptcy proceedings;

(d) failure of the Borrowers to pay (i) principal, interest or other amounts arising hereunder when due pursuant to this Agreement ~~or any other document entered into in connection herewith~~, or (ii) any reasonable and documented ~~third-party expenses~~DIP Lender Expenses payable to the DIP Agent, the DIP Lenders or the Fronting Lender within ~~two~~five (~~2~~5) Business Days of being invoiced therefor, provided that such invoices are delivered no more frequently than every two weeks, and such failure, in the case of each of items (i) and (ii), remains unremedied for more than two (2) Business Days;

~~(e) any Obligor ceases to carry on or maintain the Business or its assets in the ordinary course of the Business in compliance with the covenants contained in this Agreement, except where such cessation is otherwise consented to in advance in writing by the Required DIP Lenders;~~

(e) [reserved];

(f) any representation or warranty made or given hereunder by any Obligor shall be incorrect or misleading in any material respect when made;

(g) any material violation or breach of any court order by an Obligor;

(h) material failure of an Obligor to (x) perform or comply with any term or covenant of this Agreement and such failure shall continue ~~uncured~~ for more than five (5) Business Days after the earlier to occur of (i) any one or more of the Obligors having knowledge of such Event of Default or (ii) written notice of such Event of Default from the DIP Agent to the Borrowers, in either case, at the direction of the Required DIP Lenders to the Borrowers or (y) achieve the SISP milestones in accordance with section 26;

(i) any proceeding, motion or application is commenced or filed by the Obligors, or if commenced by another party, is supported or otherwise consented to by the Obligors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facility, the DIP ~~Lenders'~~ Charge, or this Agreement;

(j) ~~an Obligor makes any payments of any kind not permitted by this Agreement, the Approved Cash Flow Forecast (subject to Permitted Variances) or any order of the Court or any failure to remain in compliance with the Approved Cash Flow Forecast, subject to Permitted Variances;~~[reserved];[45]

(k) any plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the Required DIP Lenders if such plan does not either provide for the repayment of the obligations under the DIP Facility in full by the Maturity Date, or designate the DIP Lenders as unaffected by such plan;

(l) any Obligor shall file a motion seeking, or take any action supporting a motion seeking, or the Court shall issue, an order, authorizing the sale or liquidation of its assets unless, in each case, either (i) the Required DIP Lenders consent to the filing of such motion, (ii) it relates to the SISP, or (ii) the Court order approving such sale or liquidation contemplates payment in full in cash of all the DIP Obligations;

(m) ~~any event or occurrence that materially adversely affects the Obligors, their business or their assets, in each case taken as a whole, as determined by the Required DIP Lenders in their sole discretion~~[reserved];[46]

(n) ~~a default (other than a default resulting from the insolvency of the Borrowers or the commencement of the CCAA Proceeding by the Borrowers, including, for greater certainty, as a result of~~

[45] **Note to Draft**: Subsumed by (h).

[46] **Note to Draft**: The following are subjective and hair triggered.

failure to pay pre-filing amounts as a result of the commencement of the CCAA Proceeding) under any Material Contract, or any material amendment of any Material Contract unless agreed to by the Required DIP Lenders in writing;[reserved];

(o) any change of control of any one or more of the Obligors that does not provide for the full repayment of the obligations under the DIP Facility, without the consent of the Required DIP Lenders;

(p) any Authorization issued to any Obligor is terminated, revoked, or suspended and such termination, revocation, or suspension has or couldwould reasonably be expected to have a material adverse effect on the operations, financial condition, and/or future prospects financial condition of the Obligors taken as a whole;

(q) any Obligor does not comply with any term or condition of the SISP, including without limitation not satisfying any milestone action required to be completed in the SISP by the date on which such milestone action item is required to be completed under the SISP and remaining in compliance with such action item thereafter, as applicable; [reserved];[47]

(r) the priority of the Liens as contemplated hereby created pursuant to or under the DIP Security in favor of the DIP Agent for the benefit of the DIP Lenders is varied without the consent of the DIP Agent at the direction of the DIP Lenders or any of such Liens does not have the priority required hereunder for any reason in any jurisdiction;[reserved];

(s) any Obligor commences an action or any other proceeding in any proceeding or in any other court (i) to obtain any form of relief against the DIP Agent or DIP Lenders (or any one or more of them) including without limitation a proceeding to recover damages from the DIP Agent or the DIP Lenders or to obtain payment of any amounts purported to be owing by the DIP Agent or the DIP Lenders (or any one or more of them) to any Obligor if the DIP Agent or the DIP Lenders (or any one or more of them) disputes any of the same or (ii) to challenge in any way the enforceability of this Agreement or any document entered in connection herewith or the Liens granted under or pursuant to the DIP Security;[reserved];[48]

(t) any Obligor seeks, or consents to, any amendment of the SISP without the prior written consent of the DIP Agent at the direction of the SupermajorityRequired DIP Lenders;

[47] **Note to Draft**: Deleted language covered by (h).

[48] **Note to Draft**: This would prevent borrowers from affording themselves protection against a defaulting or breaching lender.

(u) the expiry without further extension of the stay of proceedings in the CCAA Proceeding;

(v) ~~the denial or purported repudiation by any Obligor of the legality, validity, binding nature, or enforceability of this Agreement or any document entered into in connection herewith, or any Obligor commencing any action or proceeding in any proceeding for a declaration or order to such effect;~~[reserved];

(w) ~~this Agreement or any other document entered into in connection herewith (and for certainty including without limitation the DIP Security) ceases to be enforceable~~[reserved];

(x) ~~except as stayed by order of the Court, the entry of one or more final judgements, writs of execution, garnishments or attachments representing a claim or claims in excess of $100,000 or the equivalent amount thereof in any other currency, in the aggregate, against any Obligor or the property and assets of any Obligor which are subject to the Liens in favor of the DIP Agent for the benefit of the DIP Lenders that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after its or their entry, commencement or levy;~~ [reserved];[49]

(y) ~~any Obligor shall enter into or become liable under any other debtor-in-possession financing facility~~[reserved];

(z) ~~any Obligor shall incorporate, create, or organize any new subsidiaries after the date of this Agreement; or~~ [reserved];

(aa) ~~(i) any changes by any Obligor to the composition of its board of directors or (ii) any Obligor retains or appoints a chief restructuring officer or Person in a similar role , in each case without the prior consent of the Required DIP Lenders or a Court order.~~ [reserved];

(bb) (i) a Variance Report or Updated Cash Flow Forecast is not delivered within ~~two~~five (~~2~~5) Business Days of the day on which such Variance Report or Updated Cash Flow Forecast is required to be delivered pursuant to this Agreement, or (ii) there shall exist a cumulative negative variance in excess of the Permitted Variance for the period from the date of the Initial Order to the last day of the applicable testing period, measured relative to the Approved Cash Flow Forecast then in effect~~; or~~.

(cc) ~~any Court order is issued pointing a chief restructuring advisor or similar role, or expending the role of the Monitor, in each case, without the consent of the Required DIP Lenders.~~[reserved],

provided that, except for (a), where no cure period is provided in the

[49] **Note to Draft**: These are too broad and hair trigger, and some are already covered (e.g., a through a covenant not to incur Indebtedness). They will not permit the Borrowers to operate the business in the ordinary course in a debtor-in-possession context.

foregoing, it shall not be an Event of Default until fifteen (15) days have elapsed since the Borrowers have received written notice from the DIP Agent of the occurrence of the putative Event of Default.

29. **Remedies:** Upon the occurrence and continuance of an Event of Default, the DIP Agent (acting at the direction of the Required DIP Lenders) or the Required DIP Lenders may elect on prior written notice to the Borrowers and the Monitor to:

(a) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility (including the Commitment/Funding Fee) and declare such amounts to be immediately due and payable;

(b) terminate the DIP Facility;

(c) apply for a Court order, on terms satisfactory to the Monitor and the Required DIP Lenders, providing the Monitor with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral, including applying to the Court for the appointment of a receiver, interim receiver or receiver and manager over the Borrowers or all or certain of their Collateral, or for the appointment of a trustee in bankruptcy in respect of the Borrowers;

(d) exercise the powers and rights of a secured party; and

(e) exercise all such other rights and remedies available to the DIP Lenders hereunder, or pursuant to the Initial Order or otherwise in accordance with applicable Law.

The DIP Agent (acting at the direction of the Required DIP Lenders) may use (for certainty, on the instructions of the Required DIP Lenders in accordance with the definition thereof and section ~~33~~34) any or all of the DIP Obligations as a credit bid and/or to pay for some or all of the purchase price (including any deposit payable in connection with such transaction) in connection with (a) any purchase of some or all of the properties and assets of the Borrowers and the Guarantors (or any one or more of them), (b) any Restructuring Transaction agreed to by the Borrowers (in consultation with the Monitor) and the Required DIP Lenders, in each case subject to any Court order and such reasonable terms and conditions as may be required in the opinion of the Borrowers (in consultation with the Monitor), each acting reasonably, to protect the Borrowers' restructuring process.

30. **Taxes:** All payments by an Obligor under this Agreement, including any payments required to be made from and after the exercise of any remedies available to the DIP Agent and/or the DIP Lenders upon the occurrence and continuance of an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future Taxes; provided, however, that if any Taxes are required by applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP Lenders under this Agreement, the amounts so

payable to the DIP Lenders shall be increased to the extent necessary to yield to the DIP Lenders on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Obligors shall provide evidence satisfactory to the Required DIP Lenders that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to the DIP Lenders to account for any Withholding Taxes, the DIP Lenders shall reasonably cooperate with the Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such Withholding Tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by the DIP Lenders to the Borrowers promptly. If reasonably requested by the Borrowers, the DIP Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the DIP Lenders shall cooperate with the Borrowers and assist the Borrowers to minimize the amount of Withholding Tax required, in each case at the Borrowers' sole expense.

31. **Termination by Borrowers** The Borrowers shall be entitled to terminate this Agreement upon notice to the DIP Lenders ~~at~~ : (a) in the event that the DIP Lenders have failed to fund any Advance in full when required to do so under this Agreement or (b) any time following the ~~indefeasible~~ payment in full[50] in immediately available funds of all of the outstanding DIP Obligations. Effective immediately upon such termination, all obligations of the Borrowers and the DIP Lenders under this Agreement shall cease, except for those obligations that explicitly survive termination. For greater certainty, all outstanding DIP Obligations in respect of all Advances funded prior to such termination shall become immediately due and payable concurrently with such termination and the DIP Lenders shall not be required to make any further extensions of credit under this Agreement.

32. **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the Required DIP Lenders may reasonably request for the purpose of giving effect to this Agreement.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any

[50] **Note to Draft:** The Borrowers must be released upon "full payment" of the obligations – not indefeasible payment.

inconsistency between this Agreement and any other documents entered into in connection herewith, this Agreement shall prevail.

34. **Amendments and Waivers:** No waiver or delay on the part of the DIP Lenders in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

All consents, waivers or amendments to or in connection with this Agreement and the DIP Facility and the transactions contemplated hereby or thereby must be in writing and if approved in writing by the DIP Agent at the direction of the Required DIP Lenders shall be binding on all of the DIP Lenders including those Lenders which did not execute any such consent, waiver or amendment; and any matters, documents or other things required to be acceptable or satisfactory to the DIP Lenders are and shall be deemed to be acceptable and satisfactory to all the DIP Lenders if acceptable or satisfactory to the DIP Agent at the direction of the Required DIP Lenders; provided that and for certainty, no consent, waiver or amendment shall be binding on the DIP Lenders unless each of the DIP Lenders executes a consent, waiver or amendment for any of the following matters: (a) increase the amount of any Lender's DIP Facility commitment amount; (b) ~~change to the Maturity Date; (c) postpone or delay the date for payment of any principal, interest or other DIP Obligations; (d)~~ reduce the principal amount owing by the Borrowers or the rate of interest or any other fees applicable to amounts owing or to become owing hereunder or under the other documents in connection herewith; (~~e~~c) change the pro rata commitments of any of the DIP Lenders in connection with the DIP Facility; (~~f~~d) amend this section ~~33~~34, the definition of "Required DIP Lenders", the definition of "Supermajority DIP Lenders" or any provision providing for consent or other action by all or any specific percentage or portion of the DIP Lenders; (~~g~~e) discharge any Obligor from its payment obligations under hereunder or under any other document in connection herewith or release any DIP Security except as may be expressly provided for in this Agreement; or (~~h~~f) amend the terms and conditions of the application of proceeds of any repayments or the sharing of payments; provided further that any consent, amendment, waiver or other modification with respect to this Agreement that would adversely and disproportionately modify the rights of any DIP Lender (in its capacity as such) under the DIP Facility compared to other DIP Lenders shall require the prior written consent of each such affected DIP Lender. Notwithstanding anything to the contrary contained herein, any consent, amendment, waiver or other modification that subordinates, or has the direct or indirect effect of subordinating, (x) any DIP Obligations in right of payment to any other Indebtedness for borrowed money or (y) any ~~Liens~~Encumbrances securing the DIP Obligations to any ~~Liens~~Encumbrances securing any other Indebtedness for borrowed money, in each case, shall require the prior written consent of the Supermajority DIP Lenders.

In addition, the Required DIP Lenders shall consult all other DIP

Lenders in connection with any consent, waiver, amendment or other modification requiring the consent of the Required DIP Lenders.

35. **Severability:** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

36. **No Third Party Beneficiary:** No Person, other than the Obligors and the DIP Lenders are entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

37. **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

38. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include provisions pursuant to which DIP Lenders may assign DIP Loans and/or sell participations in DIP Loans~~. Any DIP Lender may assign its rights and obligations under the DIP Facility, in whole or in part, to any Person acceptable to such DIP Lender, in its sole and absolute discretion~~, in each case subject to Borrower' consent, not to be unreasonably withheld provided that no Event of Default has occurred and is then continuing.

39. **Notices:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person as set forth below:

in the case of a notice to the Obligors at:

c/o Baffinland Iron Mines Corporation
360 Oakville Place Dr., Suite 300
Oakville, Ontario L6H 6K8

Attention: Mark O'Brien
Email: mark.obrien@baffinland.com

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.
Toronto, ON M5V 3J7
Attention: Natalie Renner and Rob Nicholls

Email: nrenner@dwpv.com and rnicholls@dwpv.com

in the case of a notice to the DIP Agent at:

■

Attention: ■
Email: ■

in the case of a notice to the DIP Lenders at the notice information set forth in Schedule A, with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

Attention: Brian S. Hermann; Brian Bolin; Joseph Graham
Email: bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com

and

Stikeman Elliott LLP
199 Bay St. #5300
Toronto, ON M5L 1B9

Attention: Maria Konyukhova; Logan Copen
Email: mkonyukhova@stikeman.com; lcopen@stikeman.com

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10022

Attention: Ira Dizengoff; Meredith Lahaie; Lucas Charleston
Email: idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com

and

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
Toronto, Ontario
M5H 0B4

Attention: Ryan Jacobs and Michael Wunder
Email: rjacobs@cassels.com and mwunder@cassels.com

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenberg@fticonsulting.com

With a copy to, which shall not constitute notice:

Osler, Hoskin & Harcourt LLP
First Canadian Place, 100 King St. W. #6200
Toronto, ON M5H 1H1

Attention: Marc Wasserman and Michael De Lellis
Email: mwasserman@osler.com and mdelellis@osler.com

Any notice delivered or transmitted to a Person as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

In the event that any amount required to be paid hereunder is due on a day which is not a Business Day, such amount shall be paid on the next following Business Day with applicable interest adjustments.

40. **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

41. **Definitions:** For the purposes of this Agreement, unless context otherwise requires, the following terms have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

"**Advance**" has the meaning given to that term in section 8;

"**Advance Notice**" has the meaning given to that term in section 8;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

"**Amended and Restated Initial Order**" means the order of the Court

entered on May 25, 2026;

~~"**Alternative Offtake and Service Agreements**" means offtake, service or other agreements in respect of the business of the Borrowers;~~

"**Approved Cash Flow Forecast**" has the meaning given to that term in section 14;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Collateral or the Business;

"**Benefits Agreement**" means the impact benefits agreement between BIM Corp. and the Qikiqtani Inuit Association dated September 6, 2013, as amended on October 22, 2018, and as may be further amended, supplemented or amended and restated from time to time;

"**Borrowers**" has the meaning given to that term in the recitals;

"**Borrowers' Account**" has the meaning given to that term in section 19;

"**Business**" means the business of iron ore mining at the Mary River Mine on Baffin Island in Nunavut, Canada;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or in New York, New York;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all now-owned and hereafter-acquired assets and property of the Obligors, real and personal, tangible or intangible and all proceeds therefrom, including the Borrowers' Account and all assets used in the Business;

"**Commodity Agreement**" means, with respect to any Person, any commodity future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Commitment/Funding Fee**" has the meaning given to that term in section 12;

"**Court**" has the meaning given to that term in the recitals;

"**Currency Agreement**" means, with respect to any Person, any foreign exchange future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Default**" means the occurrence or existence of any event, fact or circumstances, that with the giving of notice, passage of time, or both, would constitute an Event of Default;

"**Default Rate**" has the meaning given to that term in section 12;

"**DIP Agent**" has the meaning given to that term in section 6;

"**DIP Charge**" has the meaning given to that term in section 17;

"**DIP Facility**" has the meaning given to that term in section 7;

"**DIP Lenders**" has the meaning given to that term in section 6;

"**DIP Lender Expenses**" has the meaning given to that term in section 13;

"**DIP Obligations**" has the meaning given to that term in section 17;

"**DIP Security**" means the DIP Charge and any and all security documents granted by the Obligors providing for a security interest in the Collateral and related personal property security registrations made in favour of the DIP Agent, for the benefit of the DIP Lenders, in connection with such security interest together with such confirmations, financing statements, renewals, amendments, discharges, insurance endorsements, opinions or other documents as may be reasonably requested by the Required DIP Lenders as security for the DIP Obligations;

"**EDC**" means Export Development Canada;

"**EDC Credit Agreement**" means that certain credit agreement dated as of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto and EDC, as lender;

"**Encumbrances**" means any hypothec, encumbrance, lien, charge, pledge, deposit arrangement, mortgage, title retention agreement, trust, deemed trust, security interest of any nature, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege, or any other arrangement or condition that in substance or effect secures payment or performance of an obligation, or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in section 27;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement;

"**Holder AHG**" means an ad hoc group of Holders providing DIP Loans hereunder.

"**Holders**" means holders of the notes under the Indenture.

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all letters of credit, letters of guarantee and similar instruments, notes or other similar instruments, (c) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, (d) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, (e) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, and (f) all obligations of such Person to otherwise assure a creditor against loss (for certainty, Hedging Obligations incurred by an Obligor in the ordinary course shall not be considered Indebtedness for purposes of this Agreement);

"**Indemnified Persons**" has the meaning given to that term in section 22;

"**Indenture**" means that certain Senior Secured Notes Indenture, dated as of June 27, 2018 (as amended, amended and restated or otherwise modified from time to time prior to the date of this Agreement), by and among the Borrowers, as issuers and the Indenture Agent;

"**Indenture Agent**" means Wilmington Trust, National Association, as trustee and collateral;

"**Initial Advance**" has the meaning given to that term in section 8;

"**Initial Advance Conditions**" has the meaning given to that term in section 15;

"**Initial Order**" means the order of the Court entered on May 15, 2026;

"**Interest Payment Date**" has the meaning given to that term in section 14;

"**Interest Period**" has the meaning given to that term in section 12;

"**Interest Rate Agreement**" means, with respect to any Person, any interest rate future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Interest Rate**" has the meaning given to that term in section 12;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local or foreign, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order,

judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in section 7;

~~"**Maturity Date**" has the meaning given to that term in section 20;~~

"**Material Contract**" means any contract, license or agreement: (i) to which a Borrower or Guarantor is a party or is bound; (ii) which is material to, or necessary in, the operation of the business of a Borrower or Guarantor; and (iii) which such Borrower or Guarantor cannot promptly replace by an alternative and comparable contract with comparable commercial terms;

"~~**Stated** **Maturity Date**~~" has the meaning given to that term in section ~~20~~20;

"**Monitor**" means FTI Consulting Canada Inc., as the court-appointed monitor of the Borrowers and Nunavut Iron Ore Mines, Inc.;

"**Obligors**" has the meaning given to that term in section 5;

"**Permitted Liens**" means (i) the Permitted Priority Liens; (ii) the DIP Charge; (iii) any charges created under the Initial Order or other Court order subsequent and subordinated in priority to the DIP Charge; (iv) ~~Liens~~Encumbrances existing prior to the ~~Filing Date; and~~filing date; (v) inchoate statutory ~~Liens~~Encumbrances arising after the ~~Filing Date~~filing date in respect of any accounts payable arising after the ~~Filing Date~~filing date in the ordinary course of business; (vi) miner's liens incurred in the ordinary course of business; and (vii) Liens in the ordinary course of the business in relation to obligations that do not secured Indebtedness;

"**Permitted Priority Liens**" means (i) the Priority Charges; (ii) any ~~Lien~~Encumbrance in respect of amounts payable by the Borrowers for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by applicable Law and only to the extent that the priority of such amounts has not been subordinated to the DIP Charge granted by the Court; and (iii) such other ~~Liens~~Encumbrances existing as of the Filing Date that have not been subordinated to the DIP Charge granted by the Court.

"**Permitted Variance**" means, for each Testing Period, ~~(A)~~ a ~~negative~~ variance of ~~(i)~~not more than ~~10.0% of projected receipts for such Testing Period; (ii) more than 10.0% of projected receipts for the~~10% relative to the aggregate net cash flow on a cumulative ~~period~~basis commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period; ~~(iii) more than 10.0% of projected disbursements for such Testing Period; and (iv) more than 10.0% of projected disbursements for the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period or (B) to the extent any Approved Cash Flow Forecast sets forth a permitted variance with~~

~~respect to a specific line item, such variance as specified therein.~~provided that for the purposes of determining any net cash flow, the fees, costs and expenses payable to the Monitor, the Obligors, the DIP Lenders, the DIP Agent, the Fronting Lender or their respective advisors shall be excluded from such net cash flow;

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee;

"**Pre-Approved Steensby CapEx**" means ■;

"**Priority Charges**" has the meaning given to that term in section 17;

"**Priority Payables**" means HST, all sales Tax and any amount payable or accrued by a Borrower which is secured by an Encumbrance which ranks or is capable of ranking prior to or *pari passu* with the Encumbrances created in connection with the DIP Charge (other than the Priority Charges) including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, construction trusts or construction liens, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the Encumbrances created in connection with the DIP Charge;

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;

"**Required DIP Lenders**" means, as of any time of determination, DIP Lenders holding more than 50% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time;

"**Royalty Agreements**" means, collectively, (i) the royalty agreement entered into among the Borrowers, 15877580 Canada Inc., ArcelorMittal Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc. dated March 25, 2024 and (ii) the royalty agreement entered into among the Borrowers, 16572367 Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc.;

"**Second Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the Required DIP Lenders and obtained on application made on notice to the service list in the CCAA Proceeding and to such Persons as the Required DIP Lenders and Obligors determine, acting reasonably, among other things, amending and restating the Amended and Restated Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;

"**Senior Agents**" means, collectively, Alter Domus (US) LLC, as

administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, under the Senior Credit Agreement;

"**Senior Credit Agreement**" means that certain revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated May 27, 2025 and the sixth amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto, the Senior Lenders and the Senior Agents;

"**Senior Lenders**" means the lenders under the Senior Credit Agreement;

"**Senior Secured Notes**" means the senior secured notes issued under the Indenture;

"**SISP**" has the meaning given to that term in section 26;

"**SISP Milestones**" has the meaning given to that term in section 26;

"~~**Steensby Expansion**~~**Stated Maturity Date**" has the meaning given to that term in section ~~23~~20;

"~~**Subsequent Advance**~~**Steensby Expansion**" has the meaning given to that term in section ~~8~~14;

"~~**Supermajority DIP Lender Budget Consent Right**~~**Subsequent Advance**" has the meaning given to that term in section ~~14~~8;

"**Supermajority DIP Lenders**" means, as of any time of determination, DIP Lenders holding not less than 66.67% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time; ~~provided that, at all times, "Supermajority DIP Lenders" must include at least three (3) DIP Lenders, which DIP Lenders are not affiliates of each other.~~

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums and assessments imposed by any Governmental Authority, including all interest, penalties, fines or additions to tax imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"**Updated Cash Flow**" has the meaning given to that term in section 14;

"**Variance Report**" means a report ~~with calculations in form and substance satisfactory to the Required DIP Lenders and the Monitor~~

~~acting reasonably~~ setting forth for all Obligors (i) actual receipts and disbursements for the preceding ~~two week~~four-week period (each such period, a Testing Period) for each line item in the Approved Cash Flow Forecast for such previous ~~two week~~four-week period, and (ii) actual receipts and disbursements on a cumulative basis since the beginning of the period covered by the then operative Approved Cash Flow Forecast, in each case as against the then operative Approved Cash Flow Forecast, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof in the then operative Approved Cash Flow Forecast. Each Variance Report shall include reasonably detailed explanations for any variances for either receipts or disbursements, in each case exceeding five percent (5%) of the Approved Cash Flow Forecast for each line item in the Approved Cash Flow Forecast and all items on a cumulative basis during the relevant period; and

"**Withholding Taxes**" has the meaning given to that term in section 29.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

BORROWERS:

BAFFINLAND IRON MINES CORPORATION

by _____

BAFFINLAND IRON MINES LP, **by its general partner, BAFFINLAND IRON MINES CORPORATION**

by _____

GUARANTORS:

NUNAVUT IRON ORE, INC.

by _____

12334992 CANADA INC.

by _____

SCHEDULE A

DIP FACILITY COMMITMENTS

DIP Lender	DIP Commitment	Notice Information
Brigade Capital Management, LP	$22,000,000	
Citadel Advisors LLC	$8,000,000	
Polen Capital Credit, LLC	$45,000,000	
Opps XII BLIM Holdings, L.P.	$180,000,000	Oaktree Capital Management 555 South Flor Street, 36th Floor Los Angeles, CA 90071 Attention: David Nicoll Email: dnicoll@oaktreecapital.com
Hartree Partners, LP	$45,000,000	Hartree Partners, LP 1185 Avenue of the Americas, New York, NY 10036 Attention: Scott Potolsky Email: HMFI-notices@hartreepartners.com CC: legalNY@hartreepartners.com
Total……	$300,000,000	

SCHEDULE B

APPROVED CASH FLOW FORECAST

SCHEDULE C

LOAN GUARANTY

(a) Each Guarantor hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the DIP Agent for the ratable benefit of the DIP Lenders and the other secured parties (the "**Guaranty**") the full and prompt payment, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the DIP Obligations (collectively the "**Guaranteed Obligations**"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Guarantor, unconditionally and irrevocably, promises to pay such indebtedness to the DIP Agent and/or the DIP Lenders or the other secured parties, on demand, together with any and all expenses which may be incurred by the DIP Agent and the DIP Lenders in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with this Agreement.

(b) Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the DIP Agent or any DIP Lender to sue any Borrower, any other Guarantor or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any collateral securing all or any part of the Guaranteed Obligations. The DIP Agent may enforce this Loan Guaranty upon the occurrence and during the continuance of an Event of Default.

(c) No Discharge or Diminishment of Guaranty.

(i) Except as otherwise provided for herein, the obligations of each Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason, including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Obligated Party; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against any Obligated Party, the DIP Agent, any DIP Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a Guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the Borrowers or (ix) any payment made to the DIP Agent or any DIP Lender on the Guaranteed Obligations which any such DIP Agent or DIP Lender repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(ii) Except for termination of a Guarantor's obligations hereunder, the obligations of each Guarantor hereunder are not subject to any defense (other than defense of payment resulting in a payment in full in cash of the Guaranteed Obligations) or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(iii) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the DIP Agent or any DIP Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other Guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the DIP Agent or any DIP Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(d) Defenses Waived. To the fullest extent permitted by applicable law and except for termination of a Guarantor's obligations hereunder, each Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Guarantor or arising out of the disability of the Borrowers or any other Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Guarantor. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurrence of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right to require the DIP Agent or any DIP Lender to (i) proceed against any Borrower, any other Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other Guarantor or any other party or (iii) pursue any other remedy in any DIP Agent's or DIP Lenders' power whatsoever. The DIP Agent may, at its election, foreclose on any collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, and the DIP Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Guarantor under this Guaranty. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Obligated Party or any security.

(e) Authorization. The Guarantors authorize the DIP Agent and the DIP Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time, to:

(i) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(ii) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(iii) exercise or refrain from exercising any rights against any Obligor or others or otherwise act or refrain from acting;

(iv) release or substitute any one or more endorsers, Guarantors, or the Borrowers, or other obligors;

(v) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the DIP Agent or DIP Lenders;

(vi) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the DIP Agent or DIP Lenders regardless of what liability or liabilities of the Borrowers remain unpaid;

(vii) consent to or waive any breach of, or any act, omission or default under, this Agreement or any of the instruments or agreements referred to herein, or otherwise amend, modify or supplement this Agreement or any related documents or other such instruments or agreements; and/or

(viii) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Guarantors from their respective liabilities under this Loan Guaranty.

(f) Rights of Subrogation. Any indebtedness of the Borrowers now or hereafter owing to any Guarantor is hereby subordinated to the Obligations owing to the DIP Agent and the DIP Lenders; and if the DIP Agent so requests at a time when an Event of Default exists, all such indebtedness of the Borrowers to such Guarantor shall be collected, enforced and received by such Guarantor for the benefit of the DIP Agent and the DIP Lenders and be paid over to the DIP Agent on behalf of the DIP Lenders on account of the Guaranteed Obligations, but without affecting or impairing in any manner the liability of such Guarantor under the other provisions of this Guaranty.

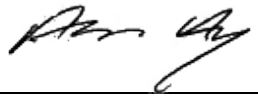
(g) Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the

insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Guarantors forthwith on demand by the DIP Agent.

(h) Liability Cumulative. The liability of each Guarantor under this Loan Guaranty is in addition to and shall be cumulative with all liabilities of such Guarantor to the DIP Agent and the DIP Lenders under this Agreement and any related documents to which such Guarantor is a party or in respect of any obligations or liabilities of the other Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

Summary report: Litera Compare for Word 11.14.1.3 Document comparison done on 2026-05-28 8:15:18 PM	
Style name: Davies (with strikethrough for delete)	
Intelligent Table Comparison: Active	
Original filename: Secured Lenders - Original Term Sheet.docx	
Modified filename: 4143-3277-0665.7 OTHT AGH DIP Term Sheet.docx	
Changes:	
Add	518
~~Delete~~	366
~~Move From~~	108
Move To	108
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	1100

This is Exhibit "**I**" referred to in the Affidavit of Joshua Gordon, affirmed June 4, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

From: Philip Yang
Date: May 30, 2026 at 4:26:19 PM EDT
To: Maria Konyukhova , "Renner, Natalie" , idizengoff@akingump.com, mlahaie@akingump.com, lcharleston@akingump.com, nethridge@akingump.com, "Jacobs, Ryan" , "Wunder, Michael" , Logan Copen , "Brian Bolin (bbolin@paulweiss.com)" , jgraham@paulweiss.com
Cc: Project Canary , Greg Watson , "Rosenberg, Jeffrey" , "Cutler, Steven" , "Hyman, Scott" , "Nicholls, Robert"
Subject: RE: Project Canary - Confidential - DIP Term Sheet - OTHT AGH

CAUTION: External Email

All,
Please see attached letter from Maria Konyukhova of today's date, enclosing the revised DIP Term Sheet with a blackline to the markup that we received from the Company.
Best,
Philip Yang
Direct: +1 416 869 5593
Mobile: +1 416 476 6195
Email: PYang@stikeman.com

From: Maria Konyukhova
Sent: Saturday, May 30, 2026 2:32 PM
To: Renner, Natalie ; Philip Yang ; idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com; nethridge@akingump.com; rjacobs@cassels.com; mwunder@cassels.com; Logan Copen ; Brian Bolin (bbolin@paulweiss.com) ; jgraham@paulweiss.com
Cc: Project Canary ; Greg Watson ; Rosenberg, Jeffrey ; Cutler, Steven ; Hyman, Scott ; Nicholls, Robert
Subject: Re: Project Canary - Confidential - DIP Term Sheet - OTHT AGH
Natalie - we are working as quickly as we can within the time constraints imposed on us by the Company's decisions. You have had our DIP proposal since Monday at approximately 5pm and yet we did not receive your proposed revisions until after 8pm on Thursday. A requested turnaround of less than 48 hours (including weekend hours) for a USD$300M financing is neither reasonable nor practical.
In addition, we received additional information on the Steensby expenses on Friday at 10pm despite us having requested that information at least as early as Wednesday.
That being said, we are working as hard as we can to and expect to deliver our revised proposal to you shortly and encourage the Company to be reasonable in their assessment of the bids on their merits rather than strict compliance with unreasonable deadlines.

Maria Konyukhova
Direct: 416-869-5230
Mobile: 416-319-1632
Email: mkonyukhova@stikeman.com

From: Renner, Natalie <nrenner@dwpv.com>
Sent: Saturday, May 30, 2026 2:04 PM
To: Maria Konyukhova <mkonyukhova@stikeman.com>; Philip Yang <pyang@stikeman.com>; idizengoff@akingump.com <idizengoff@akingump.com>; mlahaie@akingump.com <mlahaie@akingump.com>; lcharleston@akingump.com <lcharleston@akingump.com>; nethridge@akingump.com <nethridge@akingump.com>; rjacobs@cassels.com <rjacobs@cassels.com>; mwunder@cassels.com <mwunder@cassels.com>; Logan Copen <lcopen@stikeman.com>; Brian Bolin (bbolin@paulweiss.com) <bbolin@paulweiss.com>; jgraham@paulweiss.com <jgraham@paulweiss.com>
Cc: Project Canary <projectcanary@osler.com>; Greg Watson <greg.watson@fticonsulting.com>; Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>; Cutler, Steven <SCutler@dwpv.com>; Hyman, Scott <SHyman@dwpv.com>; Nicholls, Robert <rnicholls@dwpv.com>
Subject: RE: Project Canary - Confidential - DIP Term Sheet - OTHT AGH

Hi Maria,

All bidders were treated equally and given the same 2 p.m. deadline. As you know, we have already extended the original deadline of May 20, 2026 to afford participants with as much time as reasonably possible to put their best foot forward and submit updated bids.

In the interest of maintaining the integrity and fairness of the process for all parties, we would encourage you to submit your bid as close to the 2 p.m. deadline as possible.

Thanks

Natalie

Natalie RennerShe, Her
T416.367.7489
nrenner@dwpv.com
Bio | vCard

DAVIES
155 Wellington Street West
Toronto, ON M5V 3J7
dwpv.com

DAVIES WARD PHILLIPS & VINEBERG LLP
This email may contain confidential information which may be protected by legal privilege. If you are not the intended recipient, please immediately notify us by reply email or by telephone. Delete this email and destroy any copies.

From: Maria Konyukhova <mkonyukhova@stikeman.com>
Sent: May 30, 2026 1:28 PM
To: Renner, Natalie <nrenner@dwpv.com>; Philip Yang <pyang@stikeman.com>; idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com; nethridge@akingump.com; rjacobs@cassels.com; mwunder@cassels.com; Logan Copen <lcopen@stikeman.com>; Brian Bolin (bbolin@paulweiss.com) <bbolin@paulweiss.com>;

jgraham@paulweiss.com
Cc: Project Canary <projectcanary@osler.com>; Greg Watson <greg.watson@fticonsulting.com>; Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>; Renner, Natalie <nrenner@dwpv.com>; Cutler, Steven <SCutler@dwpv.com>; Hyman, Scott <SHyman@dwpv.com>; Nicholls, Robert <rnicholls@dwpv.com>
Subject: Re: Project Canary - Confidential - DIP Term Sheet - OTHT AGH
External Email / Courriel externe

Thank you for providing us the turn of the DIP TS. We are currently working on our proposed revisions to same and will be submitting a revised TS. As a result of the compressed timelines, we may not be able to do so by 2pm and are working to submit our revised proposal as soon as possible.

Maria Konyukhova
Direct: 416-869-5230
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From: Renner, Natalie <nrenner@dwpv.com>
Sent: Thursday, May 28, 2026 8:23 PM
To: Philip Yang <pyang@stikeman.com>; idizengoff@akingump.com <idizengoff@akingump.com>; mlahaie@akingump.com <mlahaie@akingump.com>; lcharleston@akingump.com <lcharleston@akingump.com>; nethridge@akingump.com <nethridge@akingump.com>; rjacobs@cassels.com <rjacobs@cassels.com>; mwunder@cassels.com <mwunder@cassels.com>; Maria Konyukhova <mkonyukhova@stikeman.com>; Logan Copen <lcopen@stikeman.com>; Brian Bolin (bbolin@paulweiss.com) <bbolin@paulweiss.com>; jgraham@paulweiss.com <jgraham@paulweiss.com>
Cc: Project Canary <projectcanary@osler.com>; Greg Watson <greg.watson@fticonsulting.com>; Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>; Renner, Natalie <nrenner@dwpv.com>; Cutler, Steven <SCutler@dwpv.com>; Hyman, Scott <SHyman@dwpv.com>; Nicholls, Robert <rnicholls@dwpv.com>
Subject: Project Canary - Confidential - DIP Term Sheet - OTHT AGH
All,
Please find attached a turn of the DIP Term Sheet, with a blackline against the version you circulated. Please return your best and final terms by no later than **Saturday, May 30, 2026 at 2:00 PM (Toronto time)**. This will be the final set of terms that will be considered by the Debtors before they identify a successful party to move forward to finalize a definitive agreement.
The Debtors remain available to address any questions you have in advance of Saturday. However, please note that the term sheet will not be subject to negotiation during any such discussions. If you would like assistance in arranging a meeting, please let us know.
Best regards,
Natalie

Natalie RennerShe, Her
T416.367.7489
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Bio|vCard

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May 30, 2026

By Email: rschwill@dwpv.com; nrenner@dwpv.com; mwasserman@osler.com; mdelellis@osler.com; greg.watson@fticonsulting.com; and jeffrey.rosenberg@fticonsulting.com

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and

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TD South Tower, 79 Wellington Street West
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Toronto, ON M5K 1G8

Attention: Robin Schwill, Natalie Renner, Marc Wasserman, Michael De Lellis, Greg Watson and Jeffrey Rosenberg

Dear Sirs and Mesdames:

Re: In the Matter of a Plan of Compromise or Arrangement of Nunavut Iron Ore, Inc. Baffinland Iron Mines Corporation, and 12334992 Canada Inc. (collectively, the "Applicants", and together with Baffinland Iron Mines LP, "BIM" or the "Company", with the proceedings being the "CCAA Proceedings")

We are counsel to Oaktree Capital Management, L.P. and Hartree Partners, LP (together, the "**First Secured Lenders**"), the lenders under the Credit Agreement dated May 26, 2017 (as amended from time to time, the "**Credit Facility**"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in our letter addressed to the Monitor dated May 25, 2026.

We are in receipt of the Company's comments provided on May 28, 2026, to the CCAA DIP that was submitted by the Senior Secured Lenders on May 25, 2026. In accordance with the Company's request to the Senior Secured Lenders to submit a revised CCAA DIP with final terms by May 30, 2026, please find

enclosed the final, binding commitment for a DIP facility in the amount of US$300,000,000, provided by the Senior Secured Lenders, together with a blackline marked against the Company's markup to the CCAA DIP received on May 28, 2026. The CCAA DIP is submitted jointly by the First Secured Lenders and the Ad Hoc Group as a unified financing package for the Company in the CCAA Proceedings.

Set out below are certain explanatory notes from the Senior Secured Lenders in respect of the enclosed CCAA DIP, which are intended to assist the Company and the Monitor in reviewing the final terms of the CCAA DIP and to highlight certain key amendments, clarifications, and other matters that the Senior Secured Lenders wish to draw to the Company's and Monitor's attention (capitalized terms are as defined in the CCAA DIP).

- Section 6: Several and not joint liability:
    - The use of a fronting bank to fund provides the Borrowers with a single entity against which they can seek relief in the event of a funding default.
    - There is no need for the DIP Lenders to themselves be jointly and severally liable.
- Section 7: Amount of Initial Advance:
    - Please provide the Borrowers' required Initial Advance amount.
    - Please provide the Borrowers' KEIP/ KERP proposal.
- Section 10: The Borrowers' DIP obligations cannot be assignable:
    - The Borrowers' DIP obligations cannot be freely assignable. In what circumstances are you anticipating this will be required?
- Section 9: Use of Proceeds:
    - The DIP Lenders have engaged in productive discussions with the Company and the Monitor and look forward to continuing discussions regarding how the current plans to mine the iron ore at the Mary River Mine fits with the Pre-Approved Steensby CapEx and the Borrowers' overall restructuring plan.
- Section 13: PIK DIP Lender Expenses:
    - Permitting the funding of professional fees through deemed draws resolves the Borrowers' concerns that payment of those fees will reduce new money availability or constrain liquidity.
- Section 14: Initial Cash Flow Forecast
    - The DIP Lenders understand that the Initial Cash Flow Forecast provides for Steensby capital expenditures and sealift expenses that are required and non-discretionary as those terms are used in the email from the Monitor of Friday, May 29.
- Section 25(x): Arcelor contract:
    - How does the company plan to handle certain contracts, e.g., the 8% discount to Arcelor Mittal ($20M of cash flow), and the Glencore Marketing Fees?

- Section 31: Termination by Borrowers:
    - If the DIP Lenders fail to fund in violation of the Agreement, the Borrowers will have remedies against the DIP Lenders. Those remedies cannot include terminating the Agreement. Amounts of principal still owed will remain outstanding and will continue to accrue interest until paid.

- Definitions, "Permitted Variances": Iron Ore Fluctuations
    - The DIP Lenders are open to a discussion regarding allowing the Approved Cash Flow Forecast and Permitted Variances to exclude reasonable fluctuations in iron ore prices, but the DIP Lenders need to ensure that if iron ore prices move against the company, the company will still have sufficient liquidity to complete the SISP and operate in the ordinary course of business.
    - Please propose language that provides that protection, which the DIP Lenders will consider.

We reiterate our position in our letter of May 25, 2026, that the CCAA DIP should be accepted as the successful DIP under the DIP solicitation process. As set out in our initial submission and reiterated here:

- the Senior Secured Lenders represent the vast majority of the secured creditors of the Company and are the parties who bear the most direct economic risk and who will suffer the greatest loss if value is eroded in the CCAA Proceedings;
- no other stakeholder has a greater alignment of interest with the preservation of enterprise value; and
- the CCAA DIP has been sized to accommodate BIM's requests and will, among other things, stabilize the Company's operations, fund an orderly and longer than typical sale and investment solicitation process, and sustain the Company through the coming winter.

In the event that the Company and the Monitor select a bid to provide DIP financing that is not agreeable to some stakeholders of BIM, and the Company requires additional time to resolve any objections to the selected DIP facility, the Senior Secured Lenders submit that the CCAA DIP should be approved up to the amount of the Bridge Advances (being US$110,000,000, as defined in the CCAA DIP), which was increased from the Interim Bridge DIP amount of US$70,000,000 previously submitted, to accommodate the Company's request in this regard. We reiterate the statements made in our letter of May 25, 2026, with respect to why interim bridge financing would be appropriate in such circumstances and importantly, that the Bridge Advances carries no fees in the event it is repaid out of the proceeds of a replacement DIP facility, rendering it entirely without prejudice to any party.

The Senior Secured Lenders look forward to engaging constructively with the Company and the Monitor on the CCAA DIP. The Senior Secured Lenders remain ready to move immediately upon acceptance and welcome the opportunity to work with all parties toward a successful restructuring that preserves jobs, protects critical operations, and delivers the best possible outcome for all of BIM's stakeholders.

While the Senior Secured Lenders hope to arrive at a mutually agreeable solution for provision of DIP financing to BIM, they reserve all of their rights to ask questions of the Company and the Monitor regarding the DIP solicitation process and related matters, and to challenge, oppose, and seek to set aside any alternative DIP facility selected by the Company and the Monitor if the terms of same are prejudicial to the interests of the Senior Secured Lenders, the likely fulcrum creditors of BIM.

Yours truly,

Stikeman Elliott LLP

Maria Konyukhova
Partner

MK/PY

cc: Paul, Weiss, Rifkind, Wharton & Garrison LLP, U.S. counsel to the First Secured Lenders
Cassels Brock & Blackwell LLP, Canadian counsel to the AHG
Akin Gump Strauss Hauer & Feld LLP, U.S. counsel to the AHG

Encl.

DIP FACILITY LOAN AGREEMENT

DATED AS OF May ■, 2026

WHEREAS Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, the "**Borrowers**") have requested the DIP Lenders (defined below) to provide funding in order to assist with proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") that were commenced before the Ontario Superior Court of Justice – Commercial List (the "**Court**") in accordance with the terms and conditions set out herein (the "**CCAA Proceeding**");

AND WHEREAS the DIP Lenders have agreed to provide the DIP Facility (defined below) in accordance with the terms and conditions set out below.

NOW THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms:** A capitalized term not defined in the body of this Agreement has the meaning ascribed to it in the Definitions section below.

2. **Interpretation:** In this Agreement, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

   The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

   References in this Agreement to Sections or Schedules are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise.

3. **Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America.

4. **Borrowers:** Baffinland Iron Mines Corporation ("**BIM Corp**") and Baffinland Iron Mines LP ("**Baffin LP**" and, together with BIM Corp, the "**Borrowers**").

5. **Guarantors:** Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Guarantors**" and collectively with the Borrowers, the "**Obligors**").

6. **DIP Lenders:** The institutions described in Schedule A (on behalf of themselves and their affiliates and managed funds) hereby commit to provide the DIP Facility, on a several and not joint basis, in the respective amounts set forth adjacent to each such institution's name in Schedule A upon the terms and conditions set forth in this Agreement (collectively, the **"DIP Lenders**").

An institution acceptable to the Required DIP Lenders shall act as administrative agent and as collateral agent for the DIP Facility (in such capacities, the "**DIP Agent**").

An institution acceptable to the Required DIP Lenders shall act as fronting lender (the "**Fronting Lender**") pursuant to which the Fronting Lender shall fund each Advance on behalf of the DIP Lenders and subsequently assign such funded DIP Loans to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each of the DIP Lenders. The Fronting Lender shall be a "DIP Lender" for all purposes herein so long as the Fronting Lender holds commitments in respect of the DIP Facility or any DIP Loans.

Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include the DIP Agent and the Fronting Lender as parties hereto and to, among other things, add customary agency provisions for the benefit of the DIP Agent and fronting lender provisions for the benefit of the Fronting Lender, in each case, that are acceptable to the Borrowers, the DIP Agent, the Required DIP Lenders and the Fronting Lender (solely with respect to the fronting lender provisions), in each case, acting reasonably.

7. **DIP Facility:** The DIP Lenders agree to establish in favour of the Borrowers a debtor-in-possession delayed draw term loan facility (the "**DIP Facility**" and, the loans thereunder, the "**DIP Loans**") in the principal amount equal to $300 million (the "**Loan Amount**"). No amount capitalized as principal hereunder shall reduce the availability of the full Loan Amount to the Borrowers.

8. **DIP Advances:** Advances under the DIP Facility in the aggregate principal amount of up to $110 million (the "**Bridge Advances**") shall be made available to the Borrowers during the four week period beginning on the date that is one Business Day after the date of the Second Amended and Restated Initial Order (the "**Bridge Period**"), subject to satisfaction of the Subsequent Advance Conditions (other than the first advance under the DIP Facility (the "**Initial Advance**")). The Initial Advance of $70 million shall be advanced to the Borrowers on the date of the Second Amended and Restated Initial Order, subject to satisfaction of the Initial Advance Conditions. Interest shall accrue and be payable on the Bridge Advances pursuant to the terms hereof.

Subsequent advances under the DIP Facility, including during the Bridge Period (each, a "**Subsequent Advance**") shall be made available to the Borrowers subject to satisfaction, at the time of each Subsequent Advance, of the Subsequent Advance Conditions, and shall be deposited into the Borrowers' Account (defined below) every other week (or as otherwise agreed by the Borrowers and the Required DIP Lenders), with each Subsequent Advance being in an amount no less than $20 million, in each case subject to the satisfaction of the Subsequent Advance Conditions (as defined below). The sum of the Initial Advance and the Subsequent Advances shall not exceed the Loan Amount. The timing and

amount of each Subsequent Advance shall be determined based on the funding needs of the Borrowers as set forth in the Approved Cash Flow Forecast, and Subsequent Advances shall only be available and provided hereunder after the Borrowers have received the entirety of the Initial Advance.

Advances under the DIP Facility, other than the Initial Advance (each, an "**Advance**") require a written notice to be delivered to the DIP Agent and the DIP Lenders, at least three (3) Business Days prior to the requested date of the Advance, or such shorter period as may be agreed by the Required DIP Lenders in advance (each, an "**Advance Notice**"), which has been executed by an officer of the Borrowers setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; and (c) certification that the representations and warranties contained herein are true and correct in all material respects as of such date.

Each Advance, on behalf of and at the request of each of the DIP Lenders, shall be provided by and funded to the DIP Agent by the Fronting Lender and subsequently assigned to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each DIP Lender. The Fronting Lender shall deposit into the Borrowers' Account the amount requested by the Borrowers pursuant to the Advance Notice on the requested date of the Advance, net of all fees, costs and expenses to be paid in connection with such Advance pursuant to a funds direction to be delivered prior to the date of such Advance; provided that (x) with respect to the Initial Advance, the Initial Advance Conditions are satisfied as of such date and (y) with respect to each Advance after the Initial Advance, the applicable conditions described in this section 8 and the applicable Subsequent Advance Conditions are satisfied as of such date.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used solely by the Borrowers in accordance with the Approved Cash Flow Forecast, which shall include provision for payment, in all respects subject to and to the extent included in the Approved Cash Flow Forecast, of (i) the fees of the Monitor and its counsel and counsel for the Obligors, (ii) interest, fees (including the Commitment/Funding Fee) and other amounts owing to the DIP Lenders under this Agreement, (iii) DIP Lender Expenses and ordinary course payments for the Borrowers' working capital needs during the CCAA Proceeding, including, post-filing accounts payable in the ordinary course of the Business and Priority Payables and in respect of the pursuit of the SISP, (iv) royalty payments under each of the Royalty Agreements when due and payable under such Royalty Agreement but excluding, for the avoidance of doubt, any payments which are Prohibited Payments, (v) cash collateral required to support letters of credit issued by financial institutions, (vi) Pre-Approved Steensby CapEx, and (vii) amounts payable under the Benefits Agreement. Without the prior written consent of the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), no proceeds may be used, and no expenditures shall be made, for any purpose that is not included in the Approved Cash Flow Forecast. The foregoing list is illustrative and shall be subject to,

and not construed as superseding in any respect, the prohibitions on payments provided for in Section 26 hereof and the consent rights of the DIP Lenders with respect to the Approved Cash Flow Forecast.

10. **Assignment by the Borrowers:** The Borrowers shall not be permitted to assign their interests in this Agreement without the prior written consent of each DIP Lender.

11. **Evidence of Indebtedness:** The DIP Agent shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP Agent register constitutes, in the absence of manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP Lenders pursuant to the DIP Facility.

12. **Interest; Fees** All amounts owing by the Borrowers hereunder to the DIP Lenders on account of the principal, overdue interest and expenses shall bear interest at a rate per annum equal to Adjusted Term SOFR (which, for purposes of this Agreement, shall have the meaning given to such term in the Senior Credit Agreement, treating the DIP Loans as SOFR Loans thereunder and utilizing a one-month Interest Period as set forth below) plus 7.00%, payable entirely in cash on each Interest Payment Date (the "**Interest Rate**"). To the extent permitted by Law, effective upon the occurrence of and during the continuance of an Event of Default, all outstanding amounts owing to the DIP Lenders hereunder by the Borrowers on account of principal, overdue interest and expenses shall bear interest at the Interest Rate plus an additional 2% per annum (the Interest Rate, as increased, the "**Default Rate**").

All interest hereunder shall be computed on the basis of a year of 360 days and shall accrue and be calculated daily and payable in cash, monthly in arrears on the last Business Day of each month (each, an "**Interest Payment Date**"); provided that unless otherwise agreed by the Required DIP Lenders, interest accruing at the Default Rate shall be payable in cash on demand, both before and after demand and judgment.

In the case of an Advance, the first "**Interest Period**" shall commence on and include the date of such Advance and shall end on and exclude the next following Interest Payment Date. Thereafter, in the case of such Advance, the Interest Period shall commence on and include the Interest Payment Date and end on and exclude the next Interest Payment Date or the Maturity Date, whichever is earlier.

On the date which is 60 days following the date on which the Initial Advance is made, the Borrowers shall, solely to the extent the DIP Facility has not been repaid or refinanced in full in cash as of such date, pay a fee (the "**Commitment/Funding Fee**") of 3.00% of the Loan Amount to the DIP Lenders on a pro rata basis, which such Commitment/Funding Fee shall be payable in kind and capitalized on the principal amount of the DIP Loans on such date.

The Commitment/Funding Fee shall constitute part of the DIP Obligations, shall be secured by the DIP Charge, and shall bear interest at the Interest

Rate (or, after the occurrence and during the continuance of an Event of Default, the Default Rate).

13. **Other Costs and Expenses:** The Borrower shall pay (either in cash or through Deemed Draws, as defined below) all reasonable and documented third-party out-of-pocket costs and expenses of the DIP Agent, each DIP Lender and the Fronting Lender for all due diligence and all reasonable and documented fees, out-of-pocket expenses and disbursements of advisors (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG), incurred in connection with the preparation, negotiation and consummation of this Agreement or any other Restructuring Transaction, the administration of the DIP Facility and participation in the CCAA Proceeding, including any reasonable and documented third-party costs and out-of-pocket expenses incurred by the DIP Agent, the DIP Lenders and the Fronting Lender in connection with the enforcement of any of the rights and remedies available hereunder or under the DIP Security (collectively, the "**DIP Lender Expenses**"). The DIP Lender Expenses shall form part of the DIP Obligations secured by the DIP Charge (as defined below). The Borrowers may, by providing notice to the DIP Lenders, opt to have DIP Lender Expenses paid directly by the applicable DIP Lender to its advisors, *provided* that any such payment by any DIP Lender to any such advisor will result in a dollar-for-dollar increase in the principal amount outstanding under the DIP Facility owed to the applicable paying DIP Lender, effective as of the date of such payment (a "**Deemed Draw**").

14. **Approved Cash Flow Forecast:** Attached hereto as Schedule B is a detailed cash flow projection (the "**Initial Cash Flow Forecast**"), which is in form and substance satisfactory to the Required DIP Lenders and which may include, *inter alia*, provision for payments on account of any interest and expenses which may be payable under the DIP Facility, rent and other occupancy costs, supplier payments, cash collateral required to support letters of credit issued by financial institutions, post-filing accounts payable in the ordinary course of the Business, Priority Payables, payments of amounts payable under the Royalty Agreements (but excluding, for the avoidance of doubt, any royalty payments which are Prohibited Payments) and the Benefits Agreement, and the costs and expenses associated with the CCAA Proceeding. The foregoing list is illustrative and shall be subject to, and not construed as superseding in any respect, the prohibitions on payments provided for in Section 26 hereof and the consent rights of the DIP Lenders with respect to the Approved Cash Flow Forecast.

The Borrowers, with the assistance of the Monitor, shall, from time to time as required by this Agreement, present the DIP Lenders with a revised cash flow forecast in a substantially similar form (the "**Updated Cash**

Flow Forecast"). Upon the written approval of the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), the Updated Cash Flow Forecast shall thereafter be deemed to be the effective cash flow forecast (the "**Approved Cash Flow Forecast**") for the purposes hereof. Until such time as the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) approve an Updated Cash Flow Forecast, the prior Approved Cash Flow Forecast shall remain in effect, with disbursement lines in the Operating Disbursements section (each, an "**OpEx Cost**") set forth in the then applicable Initial Cash Flow Forecast or Approved Cash Flow Forecast, as applicable, being rolled forward at the end of the period covered by such prior Approved Cash Flow Forecast, and all other line items being limited to any unused portion of the amount set forth for such line item in the prior Approved Cash Flow Forecast. The DIP Lenders shall be under no obligation to approve any Updated Cash Flow Forecast notwithstanding any prior approval of any prior or then-current Approved Cash Flow Forecast, recognizing that if no such approval is given the then-prior Approved Cash Flow Forecast shall remain in effect subject to the foregoing limitations.

Notwithstanding any other provision of this Agreement, neither the DIP Agent nor the DIP Lenders shall be obligated to make any advance under the DIP Facility unless the Borrowers are in compliance with the Approved Cash Flow Forecast (which may, for the avoidance of doubt and in the event that a Subsequent Cash Flow Forecast is not approved as required hereunder, be the prior Approved Cash Flow Forecast subject to the limitations on rolling-forward set forth above).

The DIP Lenders agree to approve allocations in the Approved Cash Flow Forecasts in respect of capital expenditures for the Steensby Railway project and related financing process (the "**Steensby Expansion**") and exploration costs in an aggregate amount not to exceed the Pre-Approved Steensby CapEx amount. This obligation shall not require and shall not be construed as requiring any approvals in any respect in excess thereof; *provided* that the DIP Lenders shall, subject to agreement with the Borrowers on the terms of the SISP, the views of their financial advisors, and further understanding regarding non-discretionary spending with respect to the Steensby Expansion and exploration costs, discuss with the Borrowers approving additional amounts to be allocated to the Steensby Expansion and exploration costs with such allocations to remain subject to the Required DIP Lenders' sole discretion (subject to the Supermajority DIP Lender Budget Consent Right); *provided*, *however*, that the DIP Lenders shall agree to approve additional capital expenditures in connection with the Steensby Expansion or any additional exploration costs at such time as the Borrowers have (i) obtained one or more bona fide, binding, irrevocable bids in the SISP that provide for (A) the repayment in full in cash of the DIP Facility and the obligations under the Senior Credit Agreement and the Senior Secured Notes on or prior to the closing of such sale transaction, and (B) the consent of such bidder(s) to pursue the Steensby Expansion and further exploration, with a plan for execution which is reasonably acceptable to the Required DIP Lenders;

(ii) submitted to the DIP Lenders supporting plans including engineering, design and operations acceptable to the Required DIP Lenders; and (iii) liquidity which is reasonably acceptable to the Required DIP Lenders; *provided*, *however*, that the approval of the Supermajority DIP Lenders shall be required with respect to allocations of more than $95 million to the Steensby Expansion or exploration in any Updated Cash Flow Forecast (the "**Supermajority DIP Lender Budget Consent Right**").

15. **Conditions Precedent to the Initial Advance:**

The DIP Lenders' obligation to make the Initial Advance hereunder from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Initial Advance Conditions**"):

(a) the Court shall have issued the Second Amended and Restated Initial Order in form and substance satisfactory to the DIP Agent, the Required DIP Lenders and the Fronting Lender, acting reasonably, among other things:

(i) authorizing and approving this Agreement;

(ii) granting the DIP Charge and the priority of the DIP Charge contemplated in this Agreement;

(iii) granting a stay of proceedings until no earlier than September 30, 2026; and

(iv) providing for provisional execution, or other protection satisfactory to the Required DIP Lenders, in respect of any and all Advances made and/or Liens and/or charges granted for the DIP Loans, including the DIP Charge;

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their sole discretion;

(b) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(c) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the Initial Advance;

(d) there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(e) the Obligors shall have delivered to the DIP Agent customary officer's certificates and authorizing directors' resolutions, in form and substance satisfactory to the Required DIP Lenders; and

(f) the Borrowers shall have confirmed to the DIP Agent and the Required DIP Lenders that all Authorizations which the Borrowers

held as of the filing date of the CCAA Proceedings (the "**Filing Date**") remain in place.

16. **Conditions Precedent to Subsequent Advances:** The DIP Lenders' agreement to make Subsequent Advances, including during the Bridge Period, is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Subsequent Advance Conditions**"):

(a) the Second Amended and Restated Initial Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their sole discretion;

(b) the Second Amended and Restated Initial Order has not been amended, restated or modified in a manner that materially adversely affects the rights, remedies or interests of the DIP Lenders without the prior written consent of the Required DIP Lenders; *provided* that any such modification which would require the consent of a given DIP Lender under section 34 hereof be subject to such DIP Lenders' consent;

(c) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(d) all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder have been paid by the Borrowers in cash or via a Deemed Draw, or will be paid from the proceeds of the requested Advance on the date of the applicable Advance;

(e) there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(f) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance;

(g) the Borrowers shall have confirmed to the DIP Agent and the Required DIP Lenders that all Authorizations which the Borrowers held as of the Filing Date remain in place; and

(h) the Borrowers are in compliance with the Approved Cash Flow Forecast (subject to Permitted Variances) as of the date of the proposed Subsequent Advance (which may, for the avoidance of doubt and in the event that a Subsequent Cash Flow Forecast is not approved as required hereunder, be the prior Approved Cash Flow Forecast subject to the limitations on rolling-forward set forth in Section 14 above).

17. **DIP Charge:** All of the obligations of the Obligors under or in connection with the DIP Facility, including without limitation, all principal, interest, fees and DIP Lender Expenses (collectively, the "**DIP Obligations**"), shall be secured by a Court-ordered charge on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders (the "**DIP Charge**").

The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral other than (i) the administration charge not exceeding $5.0 million, (ii) the directors and officers charge not exceeding $20.4 million, and (iii) in respect of the Cash Collateral (as defined in the Amended and Restated Initial Order) (collectively, the "**Priority Charges**"), in each case unless otherwise consented by the Required DIP Lenders.

18. **DIP Security:** The Guarantors hereby guarantee in favour of the DIP Agent, for the benefit of the DIP Lenders, the payment and performance of the DIP Obligations of the Borrowers pursuant to the terms set forth in Schedule C hereto.

The DIP Lenders shall be permitted to request DIP Security (in form and substance reasonably satisfactory to the Required DIP Lender) from the Obligors at any time. The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders, subject to subordination only in respect of the Priority Charges and Priority Payables. For greater certainty, the delivery of DIP Security shall not be a condition precedent to the Initial Advance or any other advances of the Loan Amount as set out in sections 15 and 16.

19. **Hedging Program** The Borrowers will use best efforts to implement a hedging program, working in consultation with the DIP Lenders, to manage volatility and protect the cost position of the business including, without limitation, with respect to iron ore and fuel.

20. **Borrowers' Account:** Advances shall be deposited into a bank account to be designated by the Borrowers (the "**Borrowers' Account**") and utilized by the Borrowers in accordance with the terms of this Agreement. At the request of the DIP Lenders, the Borrowers shall put in place a blocked account agreement in favour of the DIP Agent (for the benefit of the DIP Lenders) thereon on such terms as are acceptable to the Required DIP Lenders, in their discretion. Any such blocked account agreement shall not impose a payment block unless the Required DIP Lenders (or the DIP Agent acting at the instruction of the Required DIP Lenders) provide instruction to impose such a block, which instruction may not be given unless an Event of Default has occurred and is continuing.

21. **Repayment and Maturity Date:** All DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following:

(a) conversion of the CCAA Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(b) the occurrence of an Event of Default and a demand for payment by the DIP Agent (at the request of the Required DIP Lenders) following such occurrence and the expiration of any applicable cure period if such Event of Default is continuing as of the date of such request, unless the Required DIP Lenders (or the DIP Agent acting at the direction of the Required DIP Lenders) shall have rescinded such demand for payment;

(c) the closing of a Restructuring Transaction or combination of Restructuring Transactions; or

(d) [the date that is twelve (12) months after the granting of the Second Amended and Restated Initial Order, subject to the extensions set forth below (the "**Stated Maturity Date**")]

(such earliest date, the "**Maturity Date**").

The Stated Maturity Date may be extended two times (without counting the Additional Extension, as defined below) by the Borrowers for up to three (3) months each time, provided that (i) the Borrowers deliver a written extension request to the DIP Agent not less than ten (10) days prior to the then applicable Stated Maturity Date, (ii) no Default or Event of Default exists on the then applicable Stated Maturity Date, (iii) the Borrowers shall have paid an extension fee (the "**Extension Fee**") on the date of each such extension equal to two percent (2%) of the DIP Loans outstanding at such time, payable in-kind on the date of such extension to the DIP Agent on behalf of the DIP Lenders on a pro rata basis and capitalized on the principal amount of the DIP Loans as of such date and (iv) the Borrowers shall have provided to the DIP Agent and the DIP Lenders an Updated Cash Flow Forecast as approved by the Monitor and which shall be in form and substance satisfactory to the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), through and including the date to which the Stated Maturity Date is extended; *provided* that if a binding offer has been obtained in the SISP which is acceptable to the Required DIP Lenders prior to the Maturity Date and at the time such an extension is sought, the Borrowers may, only once and subject to satisfaction of the requirements set forth in the foregoing provisos (i), (ii), and (iv), extend the Maturity Date for an additional three (3) months (the "**Additional Extension**") without paying an Extension Fee for such extension.

The DIP Lenders' commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be fully repaid no later than the Maturity Date, without the DIP Lenders being required to make demand upon the Borrowers or Guarantors or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable.

22. **Payments:** All payments of principal, interest and expenses hereunder, if applicable, shall be made for value in the full amount due at or before 12:00 noon on the day such amount is due by deposit or transfer thereof to the DIP Agent or as the DIP Lenders may direct. Payments received after such time shall

be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment. Each payment to be made by the Borrowers under this Agreement shall be made in full without deduction, set-off or counterclaim of any kind or for any reason. If any expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP Agent may, but shall have no duty to do so, pay all such expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility. Unless otherwise consented to in writing by the Required DIP Lenders, the net cash proceeds of any sale, realization or disposition of, or with respect to, any of the Collateral (including obsolete, excess or worn-out Collateral) out of the ordinary course of business (for greater certainty, net of transaction fees and applicable taxes in respect thereof), or any insurance proceeds (net of expenses incurred by the applicable Obligor in connection therewith, including transaction fees and applicable taxes in respect thereof) (each "**Net Proceeds**") paid to the Borrowers or Guarantors in respect of Collateral, shall be paid to the DIP Agent (for the benefit of the DIP Lenders) and applied to prepay the DIP Obligations (or, if no DIP Obligations are then outstanding, reduce the commitments of the DIP Lenders ratably) in an amount equal to the Net Proceeds of such sale, realization, disposition or insurance proceeds. Any such amount repaid may not be reborrowed.

Notwithstanding the foregoing, in lieu of such prepayment, the applicable Obligor shall be permitted to apply such Net Proceeds within [30] days after the receipt thereof by such Obligor to, or to contract to, repair or replace the affected Collateral, subject to such Obligor's written notice thereof to the DIP Lender promptly following the sale, realization, disposition or casualty event in respect of insurance proceeds; *provided*, that any Net Proceeds shall be held in a segregated account until such time as they are utilized for repayment or reinvestment as permitted in this Section 22, and not otherwise disbursed.

23. **Indemnity; Limitation of Liability:** The Obligors agree to indemnify and hold harmless the DIP Agent, the DIP Lenders, the Fronting Lender and their respective Affiliates, partners and officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or reasonable and documented third-party expenses of any kind or nature whatsoever which may be incurred by any of the Indemnified Persons (collectively, the "**Claims**") as a result of, in connection with or in any way related to the DIP Facility, the priority of the DIP Charge, the proposed or actual use of the proceeds of the DIP Facility or this Agreement; provided, however, that the Obligors shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any Claim (a) to the extent it resulted from the gross negligence, wilful misconduct, bad faith, or material breach of this Agreement of any Indemnified Person as finally

determined by a court of competent jurisdiction, or (b) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Obligors. Notwithstanding anything to the contrary herein, the indemnities granted under this Agreement shall survive any termination of the DIP Facility.

No party hereto shall be liable to any other party hereto for consequential, special, or punitive damages arising under this Agreement.

24. **Representations and Warranties:** Each Obligor represents and warrants to the DIP Agent and DIP Lenders, upon which the DIP Agent and each of the DIP Lenders has relied in entering into this Agreement that:

(a) such Obligor is validly formed and existing under the laws of its jurisdiction of incorporation or formation;

(b) such Obligor has the power and capacity to own or lease and operate its property, to carry on its business as now conducted and as proposed to be conducted, and subject to Court approval of this Agreement, to enter into, execute, deliver and perform its obligations under this Agreement;

(c) such Obligor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Subject to the issuance of the Second Amended and Restated Initial Order and the terms thereof, no consent or authorization of, filing with, notice to or any other act by, or in respect of, any governmental authority or other person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity, or enforceability of this Agreement;

(d) this Agreement and the transactions contemplated by this Agreement:

(i) are within the powers of such Obligor and, subject to the granting of the Second Amended and Restated Initial Order, constitute legal, valid and binding obligations of such Obligor, enforceable against it in accordance with the terms hereof;

(ii) have been duly authorized, executed and delivered by or on behalf of such Obligor; and

(iii) subject to the granting of the Second Amended and Restated Initial Order, as applicable, do not and will not conflict with, contravene, violate or result in a breach of: (A) any of the terms or provisions of such Obligor's constating documents or by-laws, (B) any Material Contracts to which such Obligor is a party or pursuant to which any of its assets or property may be affected or (c) any applicable Law;

(e) the Business of such Obligor has been and will continue to be conducted in material compliance with all applicable Laws (including environmental laws) of each jurisdiction in which the Business has been or is being carried on subject to the provisions

of the CCAA and any Court order made after the date of the Initial Order, and such Obligor has no knowledge of any facts which result in, constitute, or are likely to give rise to, non-compliance with any Laws in any material respect;

(f) such Obligor owns, leases or has the lawful right to use all of the material properties and undertaking necessary for the conduct of the business of such Obligor;

(g) such Obligor has obtained and/or maintained any material Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect, and no proceedings have been commenced to revoke or amend any such Authorizations;

(h) such Obligor does not have any defined benefit pension plans or similar plans and is in material compliance with all applicable Law respecting its employees' employment and all collective bargaining agreements to which it is a party or otherwise bound;

(i) such Obligor is current on its post-filing payment obligations for rent and other occupancy costs and expenses in respect of any premises that it leases;

(j) all of such Obligor's obligations (including fiduciary, funding, investment and administrative obligations, if any) required to be performed in connection with such Obligor's employee benefit plans have been performed on a timely basis;

(k) such Obligor has filed all Tax returns which were required to be filed and paid all Taxes (including interest and penalties) which are due and payable, except (i) as disclosed to the DIP Lenders' advisors on [ ], 2026 at [ ]am/pm or (ii) for charges, fees, or dues which are not material in amount or which are not delinquent or, if delinquent, are being contested in good faith if adequate reserves for payment of such obligations in the event that such contests are unsuccessful;

(l) such Obligor and each of its subsidiaries has good and valid title to, or legally binding property right in, or valid leasehold interests in, all material real property necessary or used in the ordinary conduct of its business, in each case free and clear of all Encumbrances other than Permitted Liens and except for minor defects in title as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the operations or financial condition of the Obligors taken as a whole;

(m) all information provided by or on behalf of such Obligor to the DIP Lenders, including with respect to the Steensby Expansion and the status of the SISP, for the purposes of or in connection with this Agreement or any transaction contemplated herein, is true and accurate in all material respects on the date as of which such information was provided, not incomplete and does not omit to state any fact necessary to make such information (taken as a

whole) not materially misleading at such time, in light of the circumstances under which such information was provided;

(n) none of the Obligors owns or controls, directly or indirectly, any subsidiaries which are not Obligors.

(o) each Obligor maintains adequate insurance coverage, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contain reasonable coverage and scope;

(p) except for those defaults which are stayed by the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, or as disclosed to the DIP Lenders in writing on or after the date hereof, all Material Contracts are in full force and effect and are valid, binding and enforceable in accordance with their terms, and the Obligors do not have any knowledge of any default that has occurred and is continuing thereunder (other than those defaults arising as a result of or relating to the insolvency of the Obligors or any of their affiliates or the commencement of the CCAA Proceeding);

(q) except as disclosed to the DIP Lenders in writing on or after the date hereof, there are no agreements of any kind (i) between the Obligors and any other third party or any holder of debt or Equity Securities of the Obligors with respect to any Restructuring Transaction, which remain in force and effect as of the date hereof, or (ii) between the Borrowers and any related party;

(r) other than potential proceedings in connection with the Second Amended and Restated Initial Order to be sought by the Borrower, or this DIP Facility, or as stayed pursuant to the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, there is not now pending or, to the knowledge of any of the senior officers of the Obligors, threatened against the Obligors, nor has any Obligor received notice in respect of, any claim, potential claim, litigation, action, suit, arbitration or other proceeding by or before any court, tribunal, governmental entity or regulatory body, in each case that would reasonably be expected to be material and adverse to the Obligors, taken as a whole;

(s) each Obligor has maintained and paid current its obligations, as applicable, for payroll, source deductions, harmonized, goods and services and retail sales tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations;

(t) the Borrowers have not taken or omitted to take any action that would reasonably be expected to materially impact their continued operations, including (i) failing to procure any essential products needed before the shipping window closes (such as critical spare parts and any equipment, consumables, and supplies which are

otherwise unable to be delivered during other months), (ii) ceasing their mining operations, or (iii) reducing their workforce in a manner which would reasonably be expected to cause such a material adverse impact; and

(u) no Default or Event of Default has occurred and is continuing.

25. **Affirmative Covenants:** In addition to all other covenants and obligations contained herein, each Obligor agrees and covenants to perform and do each of the following until the DIP Facility is fully repaid or assigned with the written consent of the Required DIP Lenders:

(a) submit to the Court the Second Amended and Restated Initial Order, and any other Court orders which are being sought by the Obligors in a form confirmed in advance to be satisfactory to the Required DIP Lenders subject to any amendments that are required by the Court that are acceptable to the Required DIP Lenders (acting reasonably);

(b) comply with the provisions of all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(c) use commercially reasonable efforts to allow each of the DIP Agent, DIP Lenders and their respective employees, agents, advisors and representatives access to all Collateral, information and documentation of the Obligors, to visit, inspect and conduct examinations of any of such Collateral, information and documentation (including any books and records) and discuss its business operations, properties and financial and other conditions with its officers, employees and independent public accountants, in each case, as may be reasonably requested by the DIP Agent or Required DIP Lenders, during normal business hours, in each case subject to applicable privacy laws and solicitor-client privilege; *provided* that visits to Nunavut by any of the foregoing parties shall be subject to such limitations as the Borrowers reasonably determine are necessary including due to cost, interference with operations, sealift, shipping season, and the SISP;

(d) preserve, renew, maintain and keep in full force its corporate existence and its material Authorizations required in respect of the Business or any of the Collateral;

(e) keep the DIP Lenders apprised on a timely basis of all material developments with respect to the Business and affairs of the Obligors, including with respect to updates regarding the CCAA Proceeding, the SISP, and the Steensby Expansion;

(f) conduct the Business and preserve, protect and maintain the Collateral in the ordinary course of Business;

(g) operate and maintain its respective properties and businesses in all material respects in accordance with industry practice and in all

material respects in accordance with applicable Law and all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(h) except to the extent otherwise agreed by the Required DIP Lenders (acting reasonably), pay all applicable Priority Payables and all other amounts necessary to preserve the Collateral to avoid any Encumbrance thereon and to carry on the business of each Obligor in the ordinary course;

(i) promptly notify the DIP Lenders of the occurrence of any Default or Event of Default;

(j) comply in all material respects with all applicable Laws, rules and regulations applicable to its business, including environmental laws;

(k) use the proceeds of the DIP Facility in a manner consistent with the restrictions set out herein and in all cases in accordance with the Approved Cash Flow Forecast (subject to Permitted Variances);

(l) duly and punctually pay or cause to be paid to the DIP Agent on behalf of the DIP Lenders all principal, interest, fees, and other amounts payable by it under this Agreement on the dates, at the places and in the amounts set forth herein;

(m) on or prior to 5:00 p.m. (Toronto time) on the Monday of every [fourth] calendar week beginning after the date of this Agreement (each, a "**Testing Period**"), the Obligors shall have delivered to the DIP Agent and DIP Lenders (x) an Updated Cash Flow Forecast and (y) a Variance Report;

(n) the Obligors shall have delivered to the DIP Lenders a business plan that is in form and substance satisfactory to the Required DIP Lenders by no later than the date that is three (3) months after the issuance of the Initial Order; and

(o) On or prior to June 5, 2026 (or such later date as may be agreed to by the Borrowers and the Required DIP Lenders), the Obligors shall have entered into a key employee retention plan and/or a key employee incentive plan in form and substance acceptable to the Required DIP Lenders.

(p) at all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers in coverage and scope acceptable to the Required DIP Lenders, acting reasonably, and, if requested by the Required DIP Lenders, cause the DIP Agent to be listed as a loss payee or additional insured (as applicable) on such insurance policies and notify the DIP Lenders of any claims or losses exceeding $2,000,000. The Approved Cash Flow Forecast shall permit

funding sufficient to pay the premiums in respect of such insurance;

(q) provide the DIP Agent and the DIP Lenders (by email to their counsel being sufficient) with draft copies of, and the opportunity to comment on, all motions, applications, proposed Court orders and other materials or documents that the Obligors intend to file in the CCAA Proceeding at least two (2) Business Days prior to such filing or, where it is not practically possible to do so within such time, as soon as possible prior to the date on which such motion, application, proposed Court order or other material or document is served on the service list in respect of the CCAA Proceeding;

(r) promptly provide notice to the DIP Agent, the DIP Lenders and their counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory authority having jurisdiction over any Obligor, in each case which would reasonably be expected to have a material adverse effect on the Obligors' operations, business, or ability to perform under this Agreement and subject to any disclosure restrictions at Law or contained in any Court order or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process;

(s) promptly upon becoming aware thereof, provide details of any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Obligor by or before any court, tribunal, Governmental Authority or regulatory body, which would be reasonably likely to result, individually or in the aggregate, in a judgment in excess of $1,000,000;

(t) take all commercially reasonable actions necessary or available to defend any Court orders in the CCAA Proceedings from any appeal, reversal, modifications, amendment, stay or vacating not expressly consented to in writing in advance by the Required DIP Lenders relating to the DIP Facility or the DIP Charge;

(u) continue business operations in all material respects in the ordinary course ensuring full utilization of the shipping window, including (i) ensuring fuel and other necessary products for operations are secured for continued operations and (ii) shipping out all ready-to-ship product for sale; and the Borrowers will not materially change employee head count or staffing requirements except as may be needed to optimize cost structure and operations subject to the Approved Cash Flow Forecast and the prior written consent of the Required DIP Lenders;

(v) maintain all Authorizations during the term of the DIP Facility in full force and effect and use commercially reasonable efforts to

defend each such Authorization against revocation or amendment thereof, including by complying with the terms thereof;

(w) maintain in good repair, working order and condition all material properties and assets used or useful in the business of the Borrowers and make all such appropriate repairs thereto;

(x) consult with the DIP Lenders from time to time at their reasonable request regarding which contracts are to be disclaimed in the CCAA Proceedings;

(y) execute and deliver such loan and security documentation as may be reasonably requested by the DIP Agent or the Required DIP Lenders from time to time;

(z) promptly pay or cause to be paid, as set forth in section 13 hereof, all DIP Lender Expenses no less frequently than every two weeks, provided that the DIP Lenders shall use commercially reasonable efforts to provide reasonable estimates of such expenses for purposes of the Approved Cash Flow Forecast.

26. **Negative Covenants:** Each Obligor covenants and agrees not to do the following, and not to permit any of its subsidiaries to do the following, in each case other than with the prior written consent of the Required DIP Lenders from and after the date hereof:

(a) make any payment of principal or interest in respect of Indebtedness (other than the DIP Facility) or declare or pay any dividends or make any other distribution in respect of its equity interests, in each case, except as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances);

(b) except as set forth in any Court order that is acceptable to the Required DIP Lenders, incur or permit to exist any Indebtedness (including, without limitation, any capital lease obligation, equipment lease, financing lease obligation, or debtor in possession financing other than the DIP Facility) other than as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances);

(c) except as set forth in any Court order that is acceptable to the Required DIP Lenders, create, incur, or permit to exist any Encumbrance, or provide or seek to support a motion by another party to provide an Encumbrance, upon any of its properties or assets, in each case other than Permitted Liens;

(d) make any payments or use any monies (including, without limitation, proceeds of the DIP Facility) outside of the ordinary course of Business, unless provided for in the Approved Cash Flow Forecast (subject to Permitted Variances);

(e) make any investments in, acquisitions of, or loans to, or guarantee the Indebtedness or obligations of, any other Person, entity or

assets, except as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances);

(f) except between Obligors, enter into or continue performance under any transaction with any affiliate or any of its or its affiliates' respective direct or indirect equity holders, senior officers, directors, managers or employees, except in the ordinary course of business for a bona fide business purpose and not for any other purpose, except as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances);

(g) enter into or continue performance under any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type;

(h) make any Prohibited Payments;

(i) make any type of payment, or otherwise satisfy any claim, purported claim, liability, or other obligation, including without limitation of any pre-CCAA filing claim, that is not expressly provided for by the Approved Cash Flow Forecast;

(j) change its jurisdiction of incorporation or registered office;

(k) change its name, fiscal year end or accounting policies or amend its organizational documents;

(l) cease to carry on the Business as currently being conducted or materially change its operations or business practices;

(m) sell, assign, lease, convey or otherwise dispose of or transfer any material property, assets or undertakings, except for iron ore product or disposition of obsolete, redundant or ancillary assets or as may be approved by the Court with the prior written approval of the Required DIP Lenders;

(n) except as otherwise required under any Court order which is acceptable to the Required DIP Lenders or as expressly provided for in the Approved Cash Flow Forecast or this Agreement, establish or make any retention or bonus payments, increase compensation or severance entitlements or other benefits payable to directors, senior officers or senior management, or pay any bonuses whatsoever;

(o) enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against the Obligor;

(p) enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other similar transaction or series of transactions, allow any change of control to occur, or create or acquire any new subsidiary or become a general partner

in any partnership that does not provide for the full repayment of the obligations under the DIP Facility;

(q) amend, supplement, revoke, terminate or discharge or seek to amend, supplement, revoke, terminate or discharge, the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, except to amend and restate the Amended and Restated Initial Order as may be permitted by this Agreement;

(r) apply for or consent to, any Court order, or amendment or modification to an existing Court order which adversely affects or would reasonably be expected to adversely affect the DIP Agent or the DIP Lenders;

(s) file or support the confirmation of any plan of arrangement or liquidation, in each case, that treats the DIP Obligations as "affected" without the consent of the Required DIP Lenders;

(t) (i) enter into any material transaction or material agreements or (ii) amend or modify any existing agreements or transaction terms, in each case, including royalty agreements or similar agreements, without the consent of the Required DIP Lenders; *provided* that no such consent shall be needed to amend or modify any contract if such amendment or modification (i) does not affect the pre- or post-petition priority or value of any claim held by any DIP Lender, (ii) does not negatively impact the Borrowers' net cash flows or liquidity, and (iii) would not reasonably be expected to negatively impact the terminal value of the business from the perspective of potential purchasers;

(u) without the consent of the Required DIP Lenders, satisfy the delivery or other performance obligations and/or payment obligations under its contracts with Glencore plc or any of its affiliates, including, without limitation, any obligations to process or deliver iron ore;

(v) take (or omit to take) any action to the extent such action would reasonably be expected to materially impair or otherwise adversely affect the ability of the Obligors to utilize any net operating losses, tax credit carry-forwards, built-in losses, basis, deductions or other tax attributes or benefit, in each case, without the prior written consent of the Required DIP Lenders;

(w) issue any Equity Securities, create any new class of Equity Securities, amend any terms of its existing Equity Securities, consent to or take any steps in furtherance of the exercise of any conversion right under any Equity Securities issued by it, or incorporate, create, or organize any new subsidiaries other than in connection with a Restructuring Transaction approved pursuant to a Court order which is acceptable to the Required DIP Lenders;

(x) seek, obtain, support, make or permit to be made any Court order or any change, amendment or modification to any Court order that

would reasonably be expected to materially affect the rights or protections of the DIP Agent or the DIP Lenders under or in connection with the DIP Facility or the DIP Charge, except with the prior written consent of the Required DIP Lenders, in their sole discretion;

(y) seek or consent to the lifting of the stay of proceedings in the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, as applicable, in favour of the Borrowers, or seek or consent to the appointment of a receiver or trustee in bankruptcy or any similar official in any jurisdiction;

(z) make any changes to the composition of the board of directors of the Borrowers (including the addition, removal or replacement of directors, other than a resignation by a director), other than pursuant to a Court order acceptable to the Required DIP Lenders or with the Required DIP Lenders' approval (in their sole discretion); or

(aa) interfere with the Monitor in any efforts it undertakes to (i) meet and communicate with the DIP Agent and DIP Lenders and (ii) provide regular reports to the DIP Agent and DIP Lenders with respect to the DIP Facility and the CCAA Proceeding.

27. **Sales and Investment Solicitation Process; Expansion:** Unless otherwise agreed by the Supermajority DIP Lenders, the Borrowers and the DIP Lenders agree that the Borrowers (in consultation with the Monitor and the DIP Lenders) shall pursue a sales and investment solicitation process in form and substance acceptable to the Borrowers and the Supermajority DIP Lenders (the "**SISP**") approved pursuant to a Court order in respect of potential Restructuring Transactions and any such SISP shall include the following milestones (collectively, the "**SISP Milestones**"):

(a) the deadline for the commencement of the SISP will be no later than 3 months after the issuance of the Second Amended and Restated Initial Order;

(b) the deadline for the receipt of first round bids in connection with the SISP will be no later than 6 months after the issuance of the Second Amended and Restated Initial Order;

(c) the Borrowers shall complete all site visits for bidders prior to October 31, 2026; and

(d) the final deadline for the closing of a transaction resulting from the SISP will be no later than 12 months after the commencement of the SISP,

provided that the Borrowers may extend each of the foregoing dates in accordance with the Court order approving the SISP, which Court order shall be in form and substance acceptable to the Supermajority DIP Lenders; provided further however that nothing herein shall prohibit the pursuit of a Restructuring Transaction pursuant to a Court approved plan at any time. For the avoidance of doubt, any DIP Lender or the DIP Agent may participate as a bidder in connection with any SISP in respect of

potential Restructuring Transactions[or Alternative Offtake and Service Agreements].

28. **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) any Court order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacating, amendment or restatement which (i) stays, reverses, vacates or otherwise modifies this Agreement or (ii) adversely affects or would reasonably be expected to adversely affect the enforceability of this Agreement or the DIP Charge unless the DIP Agent or Required DIP Lenders, as applicable, have given their prior written consent thereto, including the issuance of a Court order:

(i) appointing a receiver and manager, receiver, interim receiver or similar official in respect of an Obligor;

(ii) terminating, lifting or amending the stay imposed within the CCAA Proceeding in a manner which, in the opinion of the Required DIP Lenders, acting reasonably, is materially prejudicial to the DIP Lenders;

(iii) granting any other claim or Encumbrance of equal or priority status to that of the DIP Charge, other than the Priority Charges or the Priority Payables; or

(iv) prejudicially affecting the DIP Agent, DIP Lenders or the Collateral;

(b) failure of an Obligor to diligently oppose any party that brings an application or motion for any of the relief set out in subsection 27(a) above and/or the failure to secure the dismissal of such motion or application within 30 days from the date that such application or motion is brought (provided no affirmative Court order is issued on such motion or application during such period);

(c) the CCAA Proceeding is terminated or converted to bankruptcy proceedings;

(d) failure of the Borrowers to (i) pay principal, interest or other amounts when due pursuant to this Agreement or any other document entered into in connection herewith, or (ii) pay or cause to be paid any reasonable and documented DIP Lender Expenses within two (2) Business Days of being invoiced therefor (either in cash or via Deemed Draws), *provided* that such invoices are delivered no more frequently than every two weeks, and such failure, in the case of each of items (i) and (ii), remains unremedied for more than two (2) Business Days;

(e) any Obligor ceases to carry on or maintain the Business or its assets in the ordinary course of the Business in compliance with the covenants contained in this Agreement, except where such

cessation is otherwise consented to in advance in writing by the Required DIP Lenders;

(f) any representation or warranty made or given hereunder by any Obligor shall be incorrect or misleading in any material respect when made;

(g) any material violation or breach of any court order by an Obligor;

(h) failure of an Obligor to (x) perform or comply with any term or covenant of this Agreement and such failure shall continue for more than five (5) Business Days after the earlier to occur of (i) any one or more of the Obligors having knowledge of such Event of Default or (ii) written notice of such Event of Default from the DIP Agent to the Borrowers, in either case, at the direction of the Required DIP Lenders to the Borrowers or (y) achieve the SISP milestones in accordance with section 26;

(i) any proceeding, motion or application is commenced or filed by the Obligors, or if commenced by another party, is supported or otherwise consented to by the Obligors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facility, the DIP Lenders' Charge, or this Agreement;

(j) any Obligor makes any payments of any kind not permitted by this Agreement, the Approved Cash Flow Forecast or any order of the Court;

(k) any plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the Required DIP Lenders if such plan does not either provide for the repayment of the obligations under the DIP Facility in full by the Maturity Date, or designate the DIP Lenders as unaffected by such plan;

(l) any Obligor shall file a motion seeking, or take any action supporting a motion seeking, or the Court shall issue, an order, authorizing the sale or liquidation of its assets unless, in each case, either (i) the Required DIP Lenders consent to the filing of such motion, or (ii) the Court order approving such sale or liquidation contemplates payment in full in cash of all the DIP Obligations;

(m) any event or occurrence that materially adversely affects the Obligors, their business or their assets, in each case taken as a whole, as determined by the Required DIP Lenders in their sole discretion;

(n) a default (other than a default resulting from the insolvency of the Borrowers or the commencement of the CCAA Proceeding by the Borrowers, including, for greater certainty, as a result of failure to pay pre-filing amounts as a result of the commencement of the CCAA Proceeding) under any Material Contract, or any material amendment of any Material Contract unless agreed to by the Required DIP Lenders in writing;

(o) any change of control of any one or more of the Obligors that does not provide for the full repayment in cash of the obligations under the DIP Facility without the consent of the Required DIP Lenders;

(p) any Authorization issued to any Obligor is terminated, revoked, or suspended and such termination, revocation, or suspension has or would reasonably be expected to have a material adverse effect on the operations, financial condition, and/or future prospects of the Obligors taken as a whole;

(q) any Obligor does not comply with any term or condition of the SISP;

(r) the priority of the Liens as contemplated hereby created pursuant to or under the DIP Security in favor of the DIP Agent for the benefit of the DIP Lenders is varied without the consent of the DIP Agent at the direction of the DIP Lenders or any of such Liens does not have the priority required hereunder for any reason in any jurisdiction;

(s) any Obligor commences an action or any other proceeding in any proceeding or in any other court to (i) obtain any form of relief against the DIP Agent or DIP Lenders (or any one or more of them) including without limitation a proceeding to recover damages from the DIP Agent or the DIP Lenders or to obtain payment of any amounts purported to be owing by the DIP Agent or the DIP Lenders (or any one or more of them) to any Obligor if the DIP Agent or the DIP Lenders (or any one or more of them) disputes any of the same or (ii) challenge in any way the enforceability of this Agreement or any document entered in connection herewith or the Liens granted under or pursuant to the DIP Security; *provided*, for the avoidance of doubt, that an Obligor's enforcement of this Agreement against any DIP Lender shall not be an Event of Default under this clause 28(s);

(t) any Obligor seeks, or consents to, any amendment of the SISP without the prior written consent of the DIP Agent at the direction of the Supermajority DIP Lenders;

(u) the expiry without further extension of the stay of proceedings in the CCAA Proceeding;

(v) the denial or purported repudiation by any Obligor of the legality, validity, binding nature, or enforceability of this Agreement or any document entered into in connection herewith, or any Obligor commencing any action or proceeding in any proceeding for a declaration or order to such effect;

(w) this Agreement or any other document entered into in connection herewith (and for certainty including without limitation the DIP Security) ceases to be enforceable;

(x) except as stayed by order of the Court, the entry of one or more final judgements, writs of execution, garnishments or attachments representing a claim or claims in excess of $100,000 or the

equivalent amount thereof in any other currency, in the aggregate, against any Obligor or the property and assets of any Obligor which are subject to the Liens in favor of the DIP Agent for the benefit of the DIP Lenders that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after its or their entry, commencement or levy;

(y) (i) a Variance Report or Updated Cash Flow Forecast is not delivered within two (2) Business Days of the day on which such Variance Report or Updated Cash Flow Forecast is required to be delivered pursuant to this Agreement, or (ii) there shall exist any variance in excess of any Permitted Variance, including any Permitted Variance specific to any disbursement line item as set forth in the definition of "Permitted Variance"; or

(z) the retaining or appointment of either (i) a chief restructuring officer or Person in a similar role or (ii) a Monitor with expanded powers, in each case other than with the prior consent of the Required DIP Lenders or pursuant to a Court order which is acceptable to the Required DIP Lenders.

29. **Remedies:** Upon the occurrence and continuance of an Event of Default, the DIP Agent (acting at the direction of the Required DIP Lenders) or the Required DIP Lenders may elect on prior written notice to the Borrowers and the Monitor to:

(a) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility (including the Commitment/Funding Fee) and declare such amounts to be immediately due and payable;

(b) terminate the DIP Facility;

(c) apply for a Court order, on terms satisfactory to the Monitor and the Required DIP Lenders, providing the Monitor with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral, including applying to the Court for the appointment of a receiver, interim receiver or receiver and manager over the Borrowers or all or certain of their Collateral, or for the appointment of a trustee in bankruptcy in respect of the Borrowers;

(d) exercise the powers and rights of a secured party; and

(e) exercise all such other rights and remedies available to the DIP Lenders hereunder, or pursuant to the Initial Order or otherwise in accordance with applicable Law.

The DIP Agent (acting at the direction of the Required DIP Lenders) may use (for certainty, on the instructions of the Required DIP Lenders in accordance with the definition thereof and section 34) any or all of the DIP Obligations as a credit bid and/or to pay for some or all of the purchase price (including any deposit payable in connection with such transaction) in connection with (a) any purchase of some or all of the properties and

assets of the Borrowers and the Guarantors (or any one or more of them), (b) any Restructuring Transaction agreed to by the Borrowers (in consultation with the Monitor) and the Required DIP Lenders, in each case subject to any Court order and such reasonable terms and conditions as may be required in the opinion of the Borrowers (in consultation with the Monitor), each acting reasonably, to protect the Borrowers' restructuring process.

30. **Taxes:** All payments by an Obligor under this Agreement, including any payments required to be made from and after the exercise of any remedies available to the DIP Agent and/or the DIP Lenders upon the occurrence and continuance of an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future Taxes; provided, however, that if any Taxes are required by applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP Lenders under this Agreement, the amounts so payable to the DIP Lenders shall be increased to the extent necessary to yield to the DIP Lenders on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Obligors shall provide evidence satisfactory to the Required DIP Lenders that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to the DIP Lenders to account for any Withholding Taxes, the DIP Lenders shall reasonably cooperate with the Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such Withholding Tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by the DIP Lenders to the Borrowers promptly. If reasonably requested by the Borrowers, the DIP Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the DIP Lenders shall cooperate with the Borrowers and assist the Borrowers to minimize the amount of Withholding Tax required, in each case at the Borrowers' sole expense.

31. **Termination by Borrowers** The Borrowers shall be entitled to terminate this Agreement upon notice to the DIP Lenders at any time following the indefeasible payment in full in immediately available funds of all of the outstanding DIP Obligations. Effective immediately upon such termination, all obligations of the Borrowers and the DIP Lenders under this Agreement shall cease, except for those obligations that explicitly survive termination. For greater certainty, all outstanding DIP Obligations in respect of all Advances funded prior to such termination shall become immediately due and payable concurrently with such termination and the DIP Lenders shall not be required to make any further extensions of credit under this Agreement.

32. **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the Required DIP Lenders may reasonably request for the purpose of giving effect to this Agreement.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Agreement and any other documents entered into in connection herewith, this Agreement shall prevail.

34. **Amendments and Waivers:** No waiver or delay on the part of the DIP Lenders in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

All consents, waivers or amendments to or in connection with this Agreement and the DIP Facility and the transactions contemplated hereby or thereby must be in writing and if approved in writing by the DIP Agent at the direction of the Required DIP Lenders shall be binding on all of the DIP Lenders including those Lenders which did not execute any such consent, waiver or amendment; and any matters, documents or other things required to be acceptable or satisfactory to the DIP Lenders are and shall be deemed to be acceptable and satisfactory to all the DIP Lenders if acceptable or satisfactory to the DIP Agent at the direction of the Required DIP Lenders; provided that and for certainty, no consent, waiver or amendment shall be binding on the DIP Lenders unless each of the DIP Lenders executes a consent, waiver or amendment for any of the following matters: (a) increase the amount of any Lender's DIP Facility commitment amount; (b) change to the Maturity Date other than as expressly provided for herein; (c) postpone or delay the date for payment of any principal, interest or other DIP Obligations; (d) reduce the principal amount owing by the Borrowers or the rate of interest or any other fees applicable to amounts owing or to become owing hereunder or under the other documents in connection herewith; (e) change the pro rata commitments of any of the DIP Lenders in connection with the DIP Facility; (f) amend this section 34, the definition of "Required DIP Lenders", the definition of "Supermajority DIP Lenders" or any provision providing for consent or other action by all or any specific percentage or portion of the DIP Lenders; (g) discharge any Obligor from its payment obligations hereunder or under any other document in connection herewith or release any DIP Security except as may be expressly provided for in this Agreement; or (h) amend the terms and conditions of the application of proceeds of any repayments or the sharing of payments; provided further that any consent, amendment, waiver or other modification with respect to this Agreement that would adversely and disproportionately modify the rights of any DIP Lender (in its capacity as such) under the DIP Facility compared to other DIP Lenders shall require

the prior written consent of each such affected DIP Lender. Notwithstanding anything to the contrary contained herein, any consent, amendment, waiver or other modification that subordinates, or has the direct or indirect effect of subordinating, (x) any DIP Obligations in right of payment to any other Indebtedness for borrowed money or (y) any Encumbrances securing the DIP Obligations to any Encumbrances securing any other Indebtedness for borrowed money, in each case, shall require the prior written consent of the Supermajority DIP Lenders.

In addition, the Required DIP Lenders shall consult all other DIP Lenders in connection with any consent, waiver, amendment or other modification requiring the consent of the Required DIP Lenders.

35. **Severability:** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

36. **No Third Party Beneficiary:** No Person, other than the Obligors and the DIP Lenders are entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

37. **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

38. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include provisions pursuant to which DIP Lenders may assign DIP Loans and/or sell participations in DIP Loans. Any DIP Lender may assign its rights and obligations under the DIP Facility (i) to any Eligible Assignee or (ii) to any other person, subject, solely in the case of this clause (ii) and solely to the extent that no Event of Default has occurred and is continuing at the time of such assignment, the Borrowers' prior consent (not to be unreasonably withheld).

Notwithstanding anything to the contrary herein, any DIP Lender may, without the consent of any other party hereto, pledge or grant a security interest in all or any portion of its rights under this Agreement to secure obligations of such DIP Lender to any financing counterparty; *provided* that such pledge or grant of a security interest does not release such DIP Lender from any of its obligations hereunder or substitute any such pledgee or grantee for such DIP Lender as a party hereto.

39. **Notices:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person as set forth below:

in the case of a notice to the Obligors at:

c/o Baffinland Iron Mines Corporation
360 Oakville Place Dr., Suite 300
Oakville, Ontario L6H 6K8

Attention: Mark O'Brien
Email: mark.obrien@baffinland.com

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.
Toronto, ON M5V 3J7
Attention: Natalie Renner and Rob Nicholls
Email: nrenner@dwpv.com and rnicholls@dwpv.com

in the case of a notice to the DIP Agent at:

■

Attention: ■
Email: ■

in the case of a notice to the DIP Lenders at the notice information set forth in Schedule A, with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

Attention: Brian S. Hermann; Brian Bolin; Joseph M. Graham
Email: bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com

and

Stikeman Elliott LLP
199 Bay St. #5300
Toronto, ON M5L 1B9

Attention: Maria Konyukhova; Logan Copen
Email: mkonyukhova@stikeman.com; lcopen@stikeman.com

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10022

Attention: Ira Dizengoff; Meredith Lahaie; Lucas Charleston
Email: idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com

and

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
Toronto, Ontario
M5H 0B4

Attention: Ryan Jacobs and Michael Wunder
Email: rjacobs@cassels.com and mwunder@cassels.com

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenberg@fticonsulting.com

With a copy to, which shall not constitute notice:

Osler, Hoskin & Harcourt LLP
First Canadian Place, 100 King St. W. #6200
Toronto, ON M5H 1H1

Attention: Marc Wasserman and Michael De Lellis
Email: mwasserman@osler.com and mdelellis@osler.com

Any notice delivered or transmitted to a Person as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

In the event that any amount required to be paid hereunder is due on a day which is not a Business Day, such amount shall be paid on the next following Business Day with applicable interest adjustments.

40. **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

41. **Definitions:** For the purposes of this Agreement, unless context otherwise requires, the following terms have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

"**Advance**" has the meaning given to that term in section 8;

"**Advance Notice**" has the meaning given to that term in section 8;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

"**Amended and Restated Initial Order**" means the order of the Court entered on May 25, 2026;

[“**Alternative Offtake and Service Agreements**” means offtake, service or other agreements in respect of the business of the Borrowers];

"**Approved Cash Flow Forecast**" has the meaning given to that term in section 14;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Collateral or the Business;

“**Benefits Agreement**” means the impact benefits agreement between BIM Corp. and the Qikiqtani Inuit Association dated September 6, 2013, as amended on October 22, 2018, and as may be further amended, supplemented or amended and restated from time to time;

"**Borrowers**" has the meaning given to that term in the recitals;

"**Borrowers’ Account**" has the meaning given to that term in section 20;

"**Business**" means the business of iron ore mining at the Mary River Mine on Baffin Island in Nunavut, Canada;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or New York, New York;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all now-owned and hereafter-acquired assets and property of the Obligors, real and personal, tangible or intangible and all

proceeds therefrom, including the Borrowers' Account and all assets used in the Business;

"**Commodity Agreement**" means, with respect to any Person, any commodity future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Commitment/Funding Fee**" has the meaning given to that term in section 12;

"**Court**" has the meaning given to that term in the recitals;

"**Currency Agreement**" means, with respect to any Person, any foreign exchange future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Default**" means the occurrence or existence of any event, fact or circumstances, that with the giving of notice, passage of time, or both, would constitute an Event of Default;

"**Default Rate**" has the meaning given to that term in section 12;

"**DIP Agent**" has the meaning given to that term in section 6;

"**DIP Charge**" has the meaning given to that term in section 17;

"**DIP Facility**" has the meaning given to that term in section 7;

"**DIP Lenders**" has the meaning given to that term in section 6;

"**DIP Lender Expenses**" has the meaning given to that term in section 13;

"**DIP Obligations**" has the meaning given to that term in section 17;

"**DIP Security**" means the DIP Charge and any and all security documents granted by the Obligors providing for a security interest in the Collateral and related personal property security registrations made in favour of the DIP Agent, for the benefit of the DIP Lenders, in connection with such security interest together with such confirmations, financing statements, renewals, amendments, discharges, insurance endorsements, opinions or other documents as may be reasonably requested by the Required DIP Lenders as security for the DIP Obligations;

"**EDC**" means Export Development Canada;

"**EDC Credit Agreement**" means that certain credit agreement dated as of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto and EDC, as lender;

"**Eligible Assignee**" means (x) any DIP Lender or Affiliate or Related Fund of any DIP Lender, and (y) any SPC as long as the applicable DIP Lender remains obligated in respect of its commitments hereunder,

provided that no Obligor or any Affiliate of any Obligor shall be an Eligible Assignee.

"**Encumbrances**" means any hypothec, encumbrance, lien, charge, pledge, deposit arrangement, mortgage, title retention agreement, trust, deemed trust, security interest of any nature, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege, or any other arrangement or condition that in substance or effect secures payment or performance of an obligation, or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in section 28;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement;

"**Holder AHG**" means an ad hoc group of Holders providing DIP Loans hereunder.

"**Holders**" means holders of the notes under the Indenture.

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all letters of credit, letters of guarantee and similar instruments, notes or other similar instruments, (c) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, (d) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, (e) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, and (f) all obligations of such Person to otherwise assure a creditor against loss (for certainty, Hedging Obligations incurred by an Obligor in the ordinary course shall not be considered Indebtedness for purposes of this Agreement);

"**Indemnified Persons**" has the meaning given to that term in section 22;

"**Indenture**" means that certain Senior Secured Notes Indenture, dated as of June 27, 2018 (as amended, amended and restated or otherwise

modified from time to time prior to the date of this Agreement), by and among the Borrowers, as issuers and the Indenture Agent;

"**Indenture Agent**" means Wilmington Trust, National Association, as trustee and collateral;

"**Initial Advance**" has the meaning given to that term in section 8;

"**Initial Advance Conditions**" has the meaning given to that term in section 15;

"**Initial Order**" means the order of the Court entered on May 15, 2026;

"**Interest Payment Date**" has the meaning given to that term in section 12;

"**Interest Period**" has the meaning given to that term in section 12;

"**Interest Rate Agreement**" means, with respect to any Person, any interest rate future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Interest Rate**" has the meaning given to that term in section 12;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local or foreign, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in section 7;

"**Material Contract**" means any contract, license or agreement: (i) to which a Borrower or Guarantor is a party or is bound; and (ii) which is material to or necessary in the operation of any Borrower or Guarantor.

"**Maturity Date**" has the meaning given to that term in section 21;

"**Stated Maturity Date**" has the meaning given to that term in section 20;

"**Monitor**" means FTI Consulting Canada Inc., as the court-appointed monitor of the Borrowers and Nunavut Iron Ore Mines, Inc.;

"**Obligors**" has the meaning given to that term in section 5;

"**Permitted Liens**" means (i) the Permitted Priority Liens; (ii) the DIP Charge; (iii) any charges created under the Initial Order or other Court order subsequent and subordinated in priority to the DIP Charge; (iv) Encumbrances existing prior to the Filing Date which are subordinate to the DIP Charge; (v) inchoate statutory Liens arising after the Filing Date in respect of any accounts payable arising after the Filing Date in the ordinary course of business; and (vi) miner's liens incurred in the ordinary course of business.

"**Permitted Priority Liens**" means (i) the Priority Charges; (ii) any Encumbrance in respect of amounts payable by the Borrowers for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits),

income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by applicable Law and only to the extent that the priority of such amounts has not been subordinated to the DIP Charge granted by the Court; and (iii) such other Encumbrances existing as of the Filing Date that have not been subordinated to the DIP Charge granted by the Court.

"**Permitted Variance**" means, for each Testing Period, variances in actual receipts and disbursements in amounts such that (a) (i) actual receipts are not less than 90% of projected receipts for (1) such Testing Period and (2) the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period; (ii) actual disbursements are not more than 110% of projected disbursements for (1) such Testing Period and (2) the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period, and (b) to the extent any Approved Cash Flow Forecast specifies a lower permitted variance amount (which may be 0%) with respect to a specific disbursement line item, actual disbursements during the applicable Testing Period for such disbursement line item are not higher, on a percentage basis as compared to projected disbursements for such disbursement line item during such Testing Period, than such specified variance amount. For purposes of measuring the foregoing variances, the fees, costs, and expenses payable to the Monitor and its advisors and the advisors of the Obligors, as well as the DIP Lender Expenses, shall be excluded from disbursements. No amounts disbursed (x) in violation of any provision of this Agreement or (y) for a purpose which is not included in any line item in the Approved Cash Flow Forecast for the applicable Testing Period shall constitute Permitted Variances regardless of whether the other tests set forth in this definition have been satisfied.

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee;

"**Pre-Approved Steensby CapEx**" means capital expenditures in connection with (a) the Steensby Expansion in an aggregate amount not to exceed $20 million and (b) exploration costs not to exceed $10 million.

"**Priority Charges**" has the meaning given to that term in section 17;

"**Priority Payables**" means HST, all sales Tax and any amount payable or accrued by a Borrower which is secured by an Encumbrance which ranks or is capable of ranking prior to or *pari passu* with the Encumbrances created in connection with the DIP Charge (other than the Priority Charges) including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, construction trusts or construction liens, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the Encumbrances created in connection with the DIP Charge;

"**Prohibited Payments**" means any payment or satisfaction of any claim on account of (i) obligations owed (or which satisfaction of which would result in payment to) any direct or indirect beneficial owner of equity interests in any Obligor, including under any royalty agreement; (ii) any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type, except between Obligors; and (iii) obligations incurred prior to the Filing Date unless otherwise approved by the Monitor and the Court;

"**Related Fund**" means, with respect to any Lender that is an investment fund, any other entity that is managed or advised by such DIP Lender or the same investment advisor as such DIP Lender or by an Affiliate of such investment advisor;

"**Required DIP Lenders**" means, as of any time of determination, DIP Lenders holding more than 50% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time;

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;

"**Royalty Agreements**" means, collectively, (i) the royalty agreement entered into among the Borrowers, 15877580 Canada Inc., ArcelorMittal Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc. dated March 25, 2024 and (ii) the royalty agreement entered into among the Borrowers, 16572367 Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc.;

"**Second Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the Required DIP Lenders and obtained on application made on notice to the service list in the CCAA Proceeding and to such Persons as the Required DIP Lenders and Obligors determine, acting reasonably, among other things, amending and restating the Amended and Restated Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;

"**Senior Agents**" means, collectively, Alter Domus (US) LLC, as administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, under the Senior Credit Agreement;

"**Senior Credit Agreement**" means that certain revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated May 27, 2025 and the sixth amendment dated November 24, 2025), by and among the

Borrowers, as borrowers, the guarantors party thereto, the Senior Lenders and the Senior Agents;

"**Senior Lenders**" means the lenders under the Senior Credit Agreement;

"**Senior Secured Notes**" means the senior secured notes issued under the Indenture;

"**SISP**" has the meaning given to that term in section 27;

"**SISP Milestones**" has the meaning given to that term in section 27;

"**SPC**" means, with respect to any Lender, any special purpose vehicle identified in writing from time to time to the Administrative Agent and the Borrower that is formed for the purpose of providing all or any portion of the DIP Facility that such Lender would otherwise be obligated to make pursuant to this Agreement.

"**Stated Maturity Date**" has the meaning given to that term in section 21 hereof.

"**Steensby Expansion**" has the meaning given to that term in section 24;

"**Subsequent Advance**" has the meaning given to that term in section 8;

"**Supermajority DIP Lender Budget Consent Right**" has the meaning given to that term in section 14;

"**Supermajority DIP Lenders**" means, as of any time of determination, DIP Lenders holding not less than 66.67% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time; provided that, at all times, "Supermajority DIP Lenders" must include at least three (3) DIP Lenders, which DIP Lenders are not affiliates of each other.

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums and assessments imposed by any Governmental Authority, including all interest, penalties, fines or additions to tax imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"**Updated Cash Flow**" has the meaning given to that term in section 14;

"**Variance Report**" means a report in a form satisfactory to the Required DIP Lenders and the Monitor acting reasonably setting forth for all Obligors (i) actual receipts and disbursements for the preceding Testing Period for each line item in the Approved Cash Flow Forecast for such Testing Period, and (ii) actual receipts and disbursements on a cumulative

basis since the beginning of the period covered by the then operative Approved Cash Flow Forecast, in each case as against the then operative Approved Cash Flow Forecast, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof in the then operative Approved Cash Flow Forecast. Each Variance Report shall include reasonably detailed explanations for any variances for either receipts or disbursements, in each case exceeding five percent (5%) of the Approved Cash Flow Forecast for each line item in the Approved Cash Flow Forecast and all items on a cumulative basis during the relevant period; and

"**Withholding Taxes**" has the meaning given to that term in section 30.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

BORROWERS:

BAFFINLAND IRON MINES CORPORATION

by _____

BAFFINLAND IRON MINES LP, **by its general partner, BAFFINLAND IRON MINES CORPORATION**

by _____

GUARANTORS:

NUNAVUT IRON ORE, INC.

by _____

12334992 CANADA INC.

by _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

BRIGADE CAPITAL MANAGEMENT, LP, AS INVESTMENT ADVISOR TO ITS VARIOUS FUNDS AND ACCOUNTS

by _____

Patrick Criscillo

Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

POLEN CAPITAL CREDIT, LLC, on behalf of certain funds and accounts it manages and/or advises

by

Name: Elizabeth Duggan

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

HARTREE PARTNERS, LP
BY ITS GENERAL PARTNER,
HARTREE PARTNERS GP, LLC

By _____

OPPS XII BLIM Holdings, L.P.

By: Oaktree Fund GP IIA, LLC

Its: General Partner

By: Oaktree Fund GP II, L.P.

Its: Managing Member

By: David Nicoll _____

Name: David Nicoll
Title: Authorized Signatory

By: Ross Rosenfelt _____

Name: Ross Rosenfelt
Title: Authorized Signatory

Docusign Envelope ID: 27BE7D65-BF5F-89C3-83A1-5124BACCEBC0

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

HARTREE PARTNERS, LP
BY ITS GENERAL PARTNER,
HARTREE PARTNERS GP, LLC

By

OPPS XII BLIM Holdings, L.P.

By: Oaktree Fund GP IIA, LLC

Its: General Partner

By: Oaktree Fund GP II, L.P.

Its: Managing Member

By:_____

By:_____

SCHEDULE A

DIP FACILITY COMMITMENTS

DIP Lender	**DIP Commitment**	**Notice Information**
Brigade Capital Management, LP	$30,000,000	
Polen Capital Credit, LLC	$45,000,000	
Opps XII BLIM Holdings, L.P.	$180,000,000	Oaktree Capital Management 555 South Flower Street, 36th Floor Los Angeles, CA 90071 Attention: David Nicoll Email: dnicoll@oaktreecapital.com
Hartree Partners, LP	$45,000,000	Hartree Partners, LP 1185 Avenue of the Americas, New York, NY 10036 Attention: Scott Potolsky Email: HMFI-notices@hartreepartners.com CC: legalNY@hartreepartners.com
Total……	$300,000,000	

SCHEDULE B

APPROVED CASH FLOW FORECAST

NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION and 12334992 CANADA INC.

Illustrative Consolidated Cash Flow Projections

($USD in millions)		*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*
Forecast Week Ending	**Note**	**Jun 5**	**Jun 12**	**Jun 19**	**Jun 26**	**Jul 3**	**Jul 10**	**Jul 17**	**Jul 24**	**Jul 31**	**Aug 7**	**Aug 14**	**Aug 21**	**Aug 28**	**Total**
Forecast Week	**[1]**	1	2	3	4	5	6	7	8	9	10	11	12	13	
Receipts															
Total Receipts		10.5	13.7	-	6.9	-	12.8	-	5.4	-	16.0	2.1	15.6	2.1	85.0
Total Commercial Payments		-	-	-	-	-	-	-	(1.9)	-	(3.2)	(3.2)	(3.2)	(3.2)	(14.5)
Total Receipts	**[2]**	**10.5**	**13.7**	**-**	**6.9**	**-**	**12.8**	**-**	**3.6**	**-**	**12.9**	**(1.1)**	**12.4**	**(1.1)**	**70.5**
Operating Disbursements															
Labour	**[3]**	(0.0)	(5.4)	(0.0)	(5.5)	(0.0)	(3.2)	(2.3)	(3.6)	(2.9)	(3.8)	(2.3)	(3.8)	(2.3)	(35.1)
Vendor Payments	**[4]**	(4.9)	(26.8)	(2.3)	(1.6)	(2.5)	(2.5)	(2.5)	(2.5)	(1.9)	(2.8)	(2.8)	(2.8)	(2.1)	(58.1)
Sealift Purchases	**[5]**	(0.5)	(5.1)	(5.1)	(11.9)	(4.6)	-	(21.8)	-	-	-	-	-	(21.8)	(70.9)
Equipment Leases		(0.0)	(0.2)	-	-	-	(0.6)	-	-	-	(0.2)	-	-	-	(1.0)
Sustaining Capital Costs	**[6]**	-	(4.7)	(4.7)	(4.7)	-	(0.9)	(0.9)	(0.9)	(0.9)	(0.6)	(0.6)	(0.6)	(0.6)	(20.0)
Total Operating & Sustaining Capital Costs		**(5.5)**	**(42.1)**	**(12.1)**	**(23.8)**	**(7.2)**	**(7.3)**	**(27.6)**	**(7.1)**	**(5.7)**	**(7.3)**	**(5.6)**	**(7.1)**	**(26.7)**	**(185.1)**
Overhead Costs	**[7]**	(1.3)	(0.7)	(0.8)	(0.7)	(0.5)	(0.6)	(0.5)	(0.3)	(1.4)	(0.8)	(0.4)	(0.5)	(0.4)	(8.9)
Exploration Costs	**[8]**	(0.8)	(0.8)	(0.8)	(0.8)	-	(1.1)	(1.1)	(1.1)	(1.1)	(0.9)	(0.9)	(0.9)	(0.9)	(11.4)
Steensby Project Costs	**[9]**	-	(2.8)	(2.8)	(3.5)	(1.8)	(1.8)	(1.8)	(1.8)	(2.5)	(2.3)	(2.3)	(2.3)	(11.6)	(37.4)
Other Costs	**[10]**	-	(4.0)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(2.4)	(0.5)	(0.5)	(0.5)	(11.4)
Net Cash Flow		**2.9**	**(36.8)**	**(17.1)**	**(22.3)**	**(10.0)**	**1.5**	**(31.5)**	**(7.3)**	**(11.3)**	**(0.9)**	**(10.8)**	**1.1**	**(41.3)**	**(183.7)**
Cash															
Beginning Balance (excl. Restricted Cash)		2.8	5.7	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	2.8
Net Cash Flow		2.9	(36.8)	(17.1)	(22.3)	(10.0)	1.5	(31.5)	(7.3)	(11.3)	(0.9)	(10.8)	1.1	(41.3)	(183.7)
Debt Advances (Repayments)	**[11]**	-	51.0	17.1	22.3	10.0	(1.5)	31.5	7.3	11.3	0.9	10.8	(1.1)	41.3	200.9
Ending Cash Balance		**5.7**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**

Nunavut Iron Ore, Inc., Baffinland Iron Mines Corporation and 12334992 Canada Inc. (collectively, the "Company")
Assumptions to the Cash Flow Forecast

The Company's cash flow forecast (the "Forecast") is presented in millions of United States dollars. Any estimates in Canadian dollars have been translated at a foreign exchange rate of 1.38:1.

In preparing this cash flow forecast, the Company has relied upon unaudited financial information and has not attempted to further verify the accuracy or completeness of such information. The Forecast includes assumptions described below with respect to the requirements and impact of a filing under the Companies' Creditors Arrangement Act. Since the Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Forecast period will vary from the Forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.

[1] **Purpose:** The purpose of the Forecast is to estimate the Company's liquidity requirements during the period May 30, 2026 to August 28, 2026 (the "**Forecast Period**").

[2] **Receipts**: Receipts from the Company's off-take financing partner are based on forecast invoice amounts under the 2026 off-take agreement. Off-take receipts are received throughout the year, while inventory buyback and shipping sales occur during July to October each year. The Company has hedged approximately half of its 2026 production. Commercial Payments relate to shipping and freight costs associated with delivering sales.

[3] **Labour**: Forecast based on planned production levels at Mary River Mine and management and overhead labour required to support same. The Company is current with all labour costs and related CRA payments.

[4] **Vendor Payments**: Disbursements to commercial vendors, freight suppliers, government entity payments and various other operating costs required to facilitate continued mine operations. Includes an estimated amount that may be required to be paid to critical vendors for pre-filing amounts. Also includes amounts owed to the Qikiqtani Inuit Association and related parties in accordance with the Benefits Agreement as of May 15, 2026.

[5] **Sealift Purchases**: Disbursements for consumables, freight, fuel and vendor pre-payment amounts required for shipment of goods to the Mary River Mine during the Sealift window.

[6] **Sustaining Capital Costs**: Capital costs necessary to support and maintain operations at the Mary River Mine.

[7] **Overhead Costs**: Payments for office general and administrative expenses, land lease payment to the QIA and insurance instalment payments.

[8] **Exploration**: Exploration costs are associated with location identification, discovery, and quantity and quality assessments of deposits in the Mary River Mine area.

[9] **Steensby Project Costs**: Costs to advance the Steensby project, as well as stripping costs for movement of surface material usable towards the Steensby Railway.

[10] **Other Costs**: Professional Fees, Interest costs, and costs to support LC issuance.

[11] **Liquidity:** The Company estimates it will require approximately $201 million of liquidity for the period May 30, 2026 to August 28, 2026 under the set of assumptions outlined above and included in the Forecast. The Forecast assumes, among other things, that (i) the company continues on a growth oriented mining plan and continues to incur associated stripping costs in order to achieve 22 Mtpa of iron ore production capacity by 2030, (ii) all major sealift items (fuel, parts, tires) continue to be cash purchased (and not brought to site on consignment), and (iii) major site services and related overheads remain unchanged. Note that the Forecast does not include amounts for interest, fees or other cost of capital considerations.

SCHEDULE C

LOAN GUARANTY

(a) Each Guarantor hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the DIP Agent for the ratable benefit of the DIP Lenders and the other secured parties (the "**Guaranty**") the full and prompt payment, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the DIP Obligations (collectively the "**Guaranteed Obligations**"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Guarantor, unconditionally and irrevocably, promises to pay such indebtedness to the DIP Agent and/or the DIP Lenders or the other secured parties, on demand, together with any and all expenses which may be incurred by the DIP Agent and the DIP Lenders in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with this Agreement.

(b) Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the DIP Agent or any DIP Lender to sue any Borrower, any other Guarantor or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any collateral securing all or any part of the Guaranteed Obligations. The DIP Agent may enforce this Loan Guaranty upon the occurrence and during the continuance of an Event of Default.

(c) No Discharge or Diminishment of Guaranty.

(i) Except as otherwise provided for herein, the obligations of each Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason, including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Obligated Party; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against any Obligated Party, the DIP Agent, any DIP Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a Guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the Borrowers or (ix) any payment made to the DIP Agent or any DIP Lender on the Guaranteed Obligations which any such DIP Agent or DIP Lender repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(ii) Except for termination of a Guarantor's obligations hereunder, the obligations of each Guarantor hereunder are not subject to any defense (other than defense of payment resulting in a payment in full in cash of the Guaranteed Obligations)

or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(iii) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the DIP Agent or any DIP Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other Guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the DIP Agent or any DIP Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(d) Defenses Waived. To the fullest extent permitted by applicable law and except for termination of a Guarantor's obligations hereunder, each Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Guarantor or arising out of the disability of the Borrowers or any other Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Guarantor. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurrence of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right to require the DIP Agent or any DIP Lender to (i) proceed against any Borrower, any other Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other Guarantor or any other party or (iii) pursue any other remedy in any DIP Agent's or DIP Lenders' power whatsoever. The DIP Agent may, at its election, foreclose on any collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, and the DIP Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Guarantor under this Guaranty. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Obligated Party or any security.

(e) Authorization. The Guarantors authorize the DIP Agent and the DIP Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time, to:

(i) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(ii) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(iii) exercise or refrain from exercising any rights against any Obligor or others or otherwise act or refrain from acting;

(iv) release or substitute any one or more endorsers, Guarantors, or the Borrowers, or other obligors;

(v) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the DIP Agent or DIP Lenders;

(vi) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the DIP Agent or DIP Lenders regardless of what liability or liabilities of the Borrowers remain unpaid;

(vii) consent to or waive any breach of, or any act, omission or default under, this Agreement or any of the instruments or agreements referred to herein, or otherwise amend, modify or supplement this Agreement or any related documents or other such instruments or agreements; and/or

(viii) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Guarantors from their respective liabilities under this Loan Guaranty.

(f) Rights of Subrogation. Any indebtedness of the Borrowers now or hereafter owing to any Guarantor is hereby subordinated to the Obligations owing to the DIP Agent and the DIP Lenders; and if the DIP Agent so requests at a time when an Event of Default exists, all such indebtedness of the Borrowers to such Guarantor shall be collected, enforced and received by such Guarantor for the benefit of the DIP Agent and the DIP Lenders and be paid over to the DIP Agent on behalf of the DIP Lenders on account of the Guaranteed Obligations, but without affecting or impairing in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(g) Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the

Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Guarantors forthwith on demand by the DIP Agent.

(h) Liability Cumulative. The liability of each Guarantor under this Loan Guaranty is in addition to and shall be cumulative with all liabilities of such Guarantor to the DIP Agent and the DIP Lenders under this Agreement and any related documents to which such Guarantor is a party or in respect of any obligations or liabilities of the other Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

DIP FACILITY LOAN AGREEMENT

DATED AS OF May ■, 2026

WHEREAS Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, the "**Borrowers**") have requested the DIP Lenders (defined below) to provide funding in order to assist with proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") that were commenced before the Ontario Superior Court of Justice – Commercial List (the "**Court**") in accordance with the terms and conditions set out herein (the "**CCAA Proceeding**");

AND WHEREAS the DIP Lenders have agreed to provide the DIP Facility (defined below) in accordance with the terms and conditions set out below.

NOW THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms:** A capitalized term not defined in the body of this Agreement has the meaning ascribed to it in the Definitions section below.

2. **Interpretation:** In this Agreement, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

   The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

   References in this Agreement to Sections or Schedules are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise.

3. **Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America.

4. **Borrowers:** Baffinland Iron Mines Corporation (~~"~~"**BIM Corp**~~"~~") and Baffinland Iron Mines LP (~~"~~"**Baffin LP**~~"~~" and, together with BIM Corp, the ~~"~~"**Borrowers**~~"~~").

5. **Guarantors:** Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Guarantors**" and collectively with the Borrowers, the ~~"~~"**Obligors**~~"~~").

6. **DIP Lenders:** The institutions described in Schedule A (on behalf of themselves and their affiliates and managed funds) hereby commit to provide the DIP Facility, on a ~~joint and~~ several and not joint basis ~~(collectively~~, in the ~~**"DIP Lenders"**~~) respective amounts set forth adjacent to each such institution's name in Schedule A upon the terms and conditions set forth in this Agreement.[1] ~~As between themselves,~~ (collectively, the "**DIP**

[1] ~~**Note to Draft**: It is uncompetitive for the Borrowers to seek redress against individual DIP Lenders. The DIP Lenders' obligations should be joint and several vis à vis the Borrowers. The DIP Lenders are free to~~

Lenders' respective commitments are set forth adjacent to each DIP Lender's name in Schedule A").

An institution acceptable to the Required DIP Lenders shall act as administrative agent and as collateral agent for the DIP Facility (in such capacities, the ""**DIP Agent**"").

An institution acceptable to the Required DIP Lenders shall act as fronting lender (the ""**Fronting Lender**"") pursuant to which the Fronting Lender shall fund each Advance on behalf of the DIP Lenders and subsequently assign such funded DIP Loans to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and the each of the DIP Lenders. The Fronting Lender shall be a ""DIP Lender"" for all purposes herein so long as the Fronting Lender holds commitments in respect of the DIP Facility or any DIP Loans.

Upon the Borrowers'' acceptance of this Agreement, this Agreement shall be amended and restated to include the DIP Agent and the Fronting Lender as parties hereto and to, among other things, add customary agency provisions for the benefit of the DIP Agent and fronting lender provisions for the benefit of the Fronting Lender, in each case, that are acceptable to the Borrowers, the DIP Agent, the Required DIP Lenders and the Fronting Lender (solely with respect to the fronting lender provisions), in each case, acting reasonably.

7. **DIP Facility:** The DIP Lenders agree to establish in favour of the Borrowers a debtor-in-possession delayed draw term loan facility (the ""**DIP Facility**"" and, the loans thereunder, the ""**DIP Loans**"") in the principal amount equal to $[300 million] (the ""**Loan Amount**"").[2] No amount capitalized as principal hereunder shall reduce the availability of the full Loan Amount to the Borrowers.

8. **DIP Advances:** Advances under the DIP Facility in the aggregate principal amount of up to $110 million (the ""**Bridge Advances**"") shall be made available to the Borrowers during the four week period beginning on the date that is one Business Day after the date of the Second Amended and Restated Initial Order (the ""**Bridge Period**""), subject to satisfaction of the Subsequent Advance Conditions (other than the first advance under the DIP Facility (the ""**Initial Advance**""), which). The Initial Advance of $70 million shall be advanced to the BorrowerBorrowers on the date of the Second Amended and Restated Initial Order and is, subject to satisfaction of the Initial Advance Conditions). Interest shall accrue and be payable on the Bridge Advances pursuant to the terms hereof.

Notwithstanding anything else to the contrary herein, fees accruing on

DIP Lenders' obligations should be joint and several vis-à-vis the Borrowers. The DIP Lenders are free to make their own arrangements among each other.

[2] **Note to Draft**: Consider size of the DIP Facility Amount in connection with expected DIP Advisor Fees to be incurred during the CCAA Proceeding and to account for a KERP in the range of **[X]**, each of which are not yet accounted for in the financial model.

or levied in relation to or in respect of the Bridge Advances, and professional fees or expenses payable in connection with the Bridge Advances shall not be payable by the Obligors, and none of the Obligors shall be liable for the payment of such amounts, whether as Indebtedness or as an obligation or liability of any kind, nor shall such amounts form a part of the DIP Obligations during the Bridge Period. For greater certainty, interest shall accrue and be payable on the Bridge Advances pursuant to the terms hereof. In the event the DIP Facility is not refinanced or otherwise assigned by the DIP Lenders, the DIP Agent or the Fronting Lender during the Bridge Period, the fees that have accrued or would have otherwise been payable to the DIP Lenders, the DIP Agent or the Fronting Lender pursuant to the terms hereof and any professional fees or expenses that would have otherwise been payable hereunder by the Borrowers, in each case but for the limitations provided herein, shall be deemed to have accrued and shall be payable from the date of the Initial Advance to but excluding the last day of the Bridge Period and shall form a part of the DIP Obligations. If the Bridge Facility is so refinanced or otherwise assigned, no such fees or professional fees and expenses shall be owing or payable by any Obligor.

Subsequent advances under the DIP Facility, including during the Bridge Period (each, a "**Subsequent Advance**") shall be made available to the Borrowers subject to satisfaction, at the time of each Subsequent Advance, of the Subsequent Advance Conditions, and shall be deposited into the Borrowers' Account (defined below) every other week (or as otherwise agreed by the Borrowers and the Required DIP Lenders), with each Subsequent Advance being in an amount no less than $20 million,[3] in each case subject to the satisfaction of the Subsequent Advance Conditions (as defined below). The sum of the Initial Advance and the Subsequent Advances shall not exceed the Loan Amount. The timing and amount of each Subsequent Advance shall be determined based on the funding needs of the Borrowers as set forth in the Approved Cash Flow Forecast, and Subsequent Advances shall only be available and provided hereunder after the Borrowers have received the entirety of the Initial Advance.

Advances under the DIP Facility, other than the Initial Advance (each, an "**Advance**") require a written notice to be delivered to the DIP Agent and the DIP Lenders, at least three (3) Business Days prior to the requested date of the Advance, or such shorter period as may be agreed by the Required DIP Lenders in advance (each, an "**Advance Notice**"), which has been executed by an officer of the Borrowers setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; and (c) certification that the representations and warranties contained herein are true and correct in all material respects as of such date.

[3] **Note to Draft**: Advances are required to be made in accordance with the Approved Cash Flow Forecast elsewhere.

Each Advance, on behalf of and at the request of each of the DIP Lenders, shall be provided by and funded to the DIP Agent by the Fronting Lender and subsequently assigned to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each DIP Lender. The Fronting Lender shall deposit into the Borrowers' Account the amount requested by the Borrowers pursuant to the Advance Notice on the requested date of the Advance, net of all fees, costs and expenses to be paid in connection with such Advance pursuant to a funds direction to be delivered prior to the date of such Advance; provided that (x) with respect to the Initial Advance, the Initial Advance Conditions are satisfied as of such date and (y) with respect to each Advance after the Initial Advance, the applicable conditions described in this section 8 and the applicable Subsequent Advance Conditions are satisfied as of such date.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used solely by the Borrowers in accordance with the Approved Cash Flow Forecast ~~(subject to Permitted Variances)~~, which shall include provision for payment, in all respects subject to and to the extent included in the Approved Cash Flow Forecast ~~(subject to Permitted Variances)~~, of (i) the fees of the Monitor and its counsel and counsel for the Obligors, (ii) interest, fees (including the Commitment/Funding Fee) and other amounts owing to the DIP Lenders under this Agreement, (iii) ~~post-filing expenses payable to the DIP Lenders or to the extent constituting Permitted Advisor Payments, their advisors under the DIP Facility,~~DIP Lender Expenses and ordinary course payments for the Borrowers~~'~~" working capital needs during the CCAA Proceeding, including, post-filing accounts payable in the ordinary course of the Business~~,~~ and Priority Payables and in respect of the pursuit of the SISP, (iv) royalty payments under each of the Royalty Agreements when due and payable under such Royalty Agreement~~,~~ but excluding, for the avoidance of doubt, any payments which are Prohibited Payments, (v) cash collateral required to support letters of credit issued by financial institutions, (vi) Pre-Approved Steensby ~~Capex~~CapEx, and (vii) amounts payable under the Benefits Agreement.[4] Without the prior written consent of the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), no proceeds may be used, and no expenditures shall be made, for any purpose that is not included in the Approved Cash Flow Forecast ~~(subject to Permitted Variances)~~. The foregoing list is illustrative and shall be subject to, and not construed as superseding in any respect, the prohibitions on payments provided for in Section 26 hereof and the consent rights of the DIP Lenders with respect to the Approved Cash Flow Forecast.

10. **Assignment by the Borrowers:** The Borrowers shall not be permitted to assign their interests in this Agreement without the prior written consent of ~~the Required~~each DIP ~~Lenders, not be unreasonably withheld~~Lender.

[4] ~~**Note to Draft**: Deleted language is duplicative of lead-in language.~~

11. **Evidence of Indebtedness:** The DIP Agent shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP Agent register constitutes, in the absence of manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP Lenders pursuant to the DIP Facility.

12. **Interest; Fees** All amounts owing by the Borrowers hereunder to the DIP Lenders on account of the principal, overdue interest and expenses shall bear interest at a rate per annum equal to ~~1 month Term SOFR from time to time~~Adjusted Term SOFR (which, for purposes of this Agreement, shall have the meaning given to such term in the Senior Credit Agreement, treating the DIP Loans as SOFR Loans thereunder and utilizing a one-month Interest Period as set forth below) plus ~~4.75~~7.00%, payable entirely in cash on each Interest Payment Date (the ~~"~~"**Interest Rate**~~"~~"). To the extent permitted by Law, effective upon the occurrence of and during the continuance of an Event of Default, all ~~overdue~~outstanding amounts owing to the DIP Lenders hereunder by the Borrowers on account of principal, overdue interest and expenses shall bear interest at the Interest Rate plus an additional 2% per annum (the Interest Rate, as increased, the "**Default Rate**").

All interest hereunder shall be computed on the basis of a year of 360 days and shall accrue and be calculated daily and payable in cash, monthly in arrears on the last Business Day of each month (each, an "**Interest Payment Date**"); provided that unless otherwise agreed by the Required DIP Lenders, interest accruing at the Default Rate shall be payable in cash on demand, both before and after demand and judgment.

In the case of an Advance, the first ~~"~~"**Interest Period**~~"~~" shall commence on and include the date of such Advance and shall end on and exclude the next following Interest Payment Date. Thereafter, in the case of such Advance, the Interest Period shall commence on and include the Interest Payment Date and end on and exclude the next Interest Payment Date or the Maturity Date, whichever is earlier.

~~If~~On the ~~DIP Facility is not refinanced or otherwise assigned by the DIP Lenders during the Bridge Period, on the day~~date which is 60 days following the ~~Bridge Period~~date on which the Initial Advance is made, the Borrowers shall, solely to the extent the DIP Facility has not been repaid or refinanced in full in cash as of such date, pay a fee (the ~~"~~"**Commitment/Funding Fee**~~"~~") of ~~1.75~~3.00% of the Loan Amount to the DIP Lenders on a pro rata basis, which such Commitment/Funding Fee shall be payable in kind and capitalized on the principal amount of the DIP Loans on such date.~~.~~

The Commitment/Funding Fee shall constitute part of the DIP Obligations, shall be secured by the DIP Charge, and shall bear interest at the Interest Rate~~.~~

(or, after the occurrence and during the continuance of an Event of Default, the Default Rate).~~Notwithstanding anything to the contrary in~~

this section 12, this section 12 is subject to the restrictions on interest, fees and expenses imposed under section 8 with respect to Bridge Advances.

13. **Other Costs and Expenses:** Subject to the limitations in Section 8, the BorrowersThe Borrower shall pay (either in cash or through Deemed Draws, as defined below) all reasonable and documented third-party out-of-pocket costs and expenses of the DIP Agent, theeach DIP LendersLender and the Fronting Lender for all due diligence and all reasonable and documented fees, out-of-pocketout-of-pocket expenses and disbursements of advisors (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG, and notwithstanding anything to the contrary herein which reasonable and documented fees, out-of-pocket expenses and disbursements of advisors shall not exceed $■ per month (such amounts, "**Permitted Advisor Payments**")),[5]in each case), incurred post-CCAA filing in connection with the preparation, negotiation and consummation of this Agreement or any other Restructuring Transaction, the administration of the DIP Facility and participation in the CCAA Proceeding, including any reasonable and documented third-party costs and out-of-pocket expenses incurred by the DIP Agent, the DIP Lenders and the Fronting Lender in connection with the enforcement of any of the rights and remedies available hereunder or under the DIP Security (such post-CCAA-filing expenses, collectively, the ""**DIP Lender Expenses**""). The DIP Lender Expenses shall form part of the DIP Obligations secured by the DIP Charge (as defined below). All accrued The Borrowers may, by providing notice to the DIP Lenders, opt to have DIP Lender Expenses incurred post-CCAA filing and prior to date of the Initial Advance shall be paid in full through deduction from the Initial Advancepaid directly by the applicable DIP Lender to its advisors, *provided* that any such payment by any DIP Lender to any such advisor will result in a dollar-for-dollar increase in the principal amount outstanding under the DIP Facility owed to the applicable paying DIP Lender, effective as of the date of such payment (a "**Deemed Draw**").

14. **Approved Cash Flow Forecast:** Attached hereto as Schedule B is a detailed cash flow projection (the "**Initial Cash Flow Forecast**"), which is in form and substance satisfactory to the Required DIP Lenders and which may include, *inter alia*, provision for payments on account of any interest and expenses which may be payable under the DIP Facility, rent and other occupancy costs, supplier payments, cash collateral required to support letters of credit issued by financial institutions, post-filing accounts payable in the

[5] **Note to Draft**: Please provide a figure for the DIP Lender's professional advisor fees. This will affect the net proceeds available to the Borrower.

ordinary course of the Business, Priority Payables, payments of amounts payable under the Royalty Agreements (but excluding, for the avoidance of doubt, any royalty payments which are Prohibited Payments) and the Benefits Agreement, and the costs and expenses associated with the CCAA Proceeding. The foregoing list is illustrative and shall be subject to, and not construed as superseding in any respect, the prohibitions on payments provided for in Section 26 hereof and the consent rights of the DIP Lenders with respect to the Approved Cash Flow Forecast.

The Borrowers, with the assistance of the Monitor, shall, from time to time as required by this Agreement, present the DIP Lenders with a revised cash flow forecast in a substantially similar form (the "**Updated Cash Flow Forecast**"). Upon the written approval of the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), the Updated Cash Flow Forecast shall thereafter be deemed to be the effective cash flow forecast (the "~~"~~**Approved Cash Flow Forecast**~~"~~") for the purposes hereof. Until such time as the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) approve an Updated Cash Flow Forecast, the prior Approved Cash Flow Forecast shall remain in effect~~.~~[6], with disbursement lines in the Operating Disbursements section (each, an "**OpEx Cost**") set forth in the then applicable Initial Cash Flow Forecast or Approved Cash Flow Forecast, as applicable, being rolled forward at the end of the period covered by such prior Approved Cash Flow Forecast, and all other line items being limited to any unused portion of the amount set forth for such line item in the prior Approved Cash Flow Forecast. The DIP Lenders shall be under no obligation to approve any Updated Cash Flow Forecast notwithstanding any prior approval of any prior or then-current Approved Cash Flow Forecast, recognizing that if no such approval is given the ~~then prior~~then-prior Approved Cash Flow Forecast shall remain in effect~~.~~[7] subject to the foregoing limitations.

Notwithstanding any other provision of this Agreement, neither the DIP Agent nor the DIP Lenders shall be obligated to make any advance under the DIP Facility unless the Borrowers are in compliance with the Approved Cash Flow Forecast (which may, for the avoidance of doubt and in the event that a Subsequent Cash Flow Forecast is not approved as required hereunder, be the prior Approved Cash Flow Forecast subject to the limitations on rolling-forward set forth above).

The DIP Lenders agree to ~~provide for approvals in~~approve allocations in the Approved Cash Flow ~~Forecast to~~Forecasts in respect of capital expenditures ~~in connection with Pre-Approved Steensby CapEx.~~

for the Steensby Railway project and related financing process (the "**Steensby Expansion**") and exploration costs in an aggregate amount

~~6~~ ~~**Note to Draft**: Limiting the roll-forward to opex will starve the business intended to be operated in the ordinary course. It is not competitive.~~

~~7~~ ~~**Note to Draft**: Deleted items are duplicative of the above.~~

not ~~In addition to~~to exceed the Pre-Approved Steensby CapEx~~, the DIP Lenders agree to provide for approvals in allocations in the Approved Cash Flow Forecast to~~ amount. This obligation shall not require and shall not be construed as requiring any approvals in any respect in excess thereof; *provided* that the DIP Lenders shall, subject to agreement with the Borrowers on the terms of the SISP, the views of their financial advisors, and further understanding regarding non-discretionary spending with respect to the Steensby Expansion and exploration costs, discuss with the Borrowers approving additional amounts to be allocated to the Steensby Expansion and exploration costs with such allocations to remain subject to the Required DIP Lenders' sole discretion (subject to the Supermajority DIP Lender Budget Consent Right); *provided*, *however*, that the DIP Lenders shall agree to approve additional capital expenditures in connection with the Steensby Expansion or any additional exploration costs at such time as the Borrowers have (i) obtained one or more bona fide, binding, irrevocable bids in the SISP that provide for (A) the repayment in full in cash of the DIP Facility and the obligations under the Senior Credit Agreement and the Senior Secured Notes on or prior to the closing of such sale transaction, and (B) the consent of such bidder(s) to pursue the Steensby ~~Railway project and related financing process (the "**Steensby** Expansion")~~ and further exploration, with a plan for execution which is reasonably acceptable to the Required DIP Lenders; (ii) submitted to the DIP Lenders supporting plans including engineering, design and operations acceptable to the Required DIP Lenders; and (iii) liquidity which is reasonably acceptable to the Required DIP Lenders; *provided*, *however*, that the approval of the Supermajority DIP Lenders shall be required with respect to allocations of more than $95 million to the Steensby Expansion or exploration in any Updated Cash Flow Forecast (the "**Supermajority DIP Lender Budget Consent Right**").

15. **Conditions Precedent to the Initial Advance:**

The DIP Lenders~~'~~' obligation to make the Initial Advance hereunder from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the ~~"~~"**Initial Advance Conditions**~~"~~"):

(a) the Court shall have issued the Second Amended and Restated Initial Order in form and substance satisfactory to the DIP Agent, the Required DIP Lenders and the Fronting Lender, acting reasonably, among other things:

(i) authorizing and approving this Agreement;

(ii) granting the DIP Charge and the priority of the DIP Charge contemplated in this Agreement;

(iii) granting a stay of proceedings until no earlier than September 30, 2026; and

~~(iv)~~ (iv) providing for provisional execution, or other ~~satisfactory~~ protection satisfactory to the Required DIP Lenders, in respect of any and all Advances made and/or Liens and/or

charges granted for the DIP Loans, including the DIP Charge;

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their ~~reasonable~~sole discretion;

(b) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

~~(b) [reserved];~~[8]

~~(c) [reserved];~~

(c) ~~(d)~~ no Default or Event of Default shall have occurred and be continuing or will occur as a result of the Initial Advance; ~~and~~

(d) ~~(e)~~ there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof~~.~~[9].

(e) the Obligors shall have delivered to the DIP Agent customary officer's certificates and authorizing directors' resolutions, in form and substance satisfactory to the Required DIP Lenders; and

(f) the Borrowers shall have confirmed to the DIP Agent and the Required DIP Lenders that all Authorizations which the Borrowers held as of the filing date of the CCAA Proceedings (the "**Filing Date**") remain in place.

16. **Conditions Precedent to Subsequent Advances ~~of the Loan Amount (other than the Initial Advance)~~:**

The DIP Lenders~~'~~ agreement to make ~~any additional~~Subsequent Advances ~~available from the Loan Amount~~, including during the Bridge Period, is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the ~~"~~"**Subsequent Advance Conditions**~~"~~"):

(a) the Second Amended and Restated Initial Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their ~~reasonable~~sole discretion;

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[8] ~~**Note to Draft**: The Initial Advance will occur during the Bridge Period and so no fees, etc. should be payable.~~

[9] ~~**Note to Draft**: Deleted deliveries are overly burdensome. The key permit for the mine is the Project Certificate. There are otherwise a very large number of permits. It is not workable in context and will consume too much management time for little benefit. DIP Lenders have also not provided a compelling reason as to why the list is necessary.~~

(b) ~~[reserved]~~the Second Amended and Restated Initial Order has not been amended, restated or modified in a manner that materially adversely affects the rights, remedies or interests of the DIP Lenders without the prior written consent of the Required DIP Lenders; *provided* that any such modification which would require the consent of a given DIP Lender under section 34 hereof be subject to such DIP Lenders' consent;

(c) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(d) ~~subject to section 8,~~ all reasonable and documented third-party ~~out-of-pocket DIP Lender Expenses~~ expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder have been paid by the Borrowers in cash or via a Deemed Draw, or will be paid from the proceeds of the requested Advance on the date of the applicable Advance;

(e) there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(f) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance;

(g) ~~[reserved];~~[10]the Borrowers shall have confirmed to the DIP Agent and the Required DIP Lenders that all Authorizations which the Borrowers held as of the Filing Date remain in place; and

(h) the Borrowers are in compliance with the ~~current~~ Approved Cash Flow Forecast (subject to Permitted Variances) as ~~at~~of the date of the proposed ~~Advance;~~[11]

~~(i)~~ Subsequent Advance (which may, for the avoidance of doubt and in the event that a Subsequent Cash Flow Forecast is not approved as required hereunder, be the prior Approved Cash Flow Forecast subject to the limitations on rolling-forward set forth in Section 14 above).~~[reserved].~~[12]

17. **DIP Charge:** All of the obligations of the Obligors under or in connection with the DIP Facility, including without limitation, all principal, interest, fees and DIP Lender Expenses (collectively, the "**DIP Obligations**"), shall be secured by a Court-ordered charge on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders (the "**DIP Charge**").

The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral other than (i) the administration charge not exceeding $5.0

~~[10] **Note to Draft**: Breach of covenant is an EoD, so it subsumed by (f).~~

~~[11] **Note to Draft**: The requirement to agree an updated cash flow (vs. rolling) effectively makes this a single draw facility at the discretion of the DIP Lenters which is not acceptable.~~

~~[12] **Note to Draft**: Non-compliance with SISP Milestones is an Event of Default which is already a draw condition.~~

million, (ii) the directors and officers charge not exceeding $20.4 million, and (iii) in respect of the Cash Collateral (as defined in the Amended and Restated Initial Order) (collectively, the "**Priority Charges**"), in each case unless otherwise consented by the Required DIP Lenders ~~(acting reasonably).~~[13]

18. **DIP Security:** The Guarantors hereby guarantee in favour of the DIP Agent, for the benefit of the DIP Lenders, the payment and performance of the DIP Obligations of the Borrowers~~.~~[14] pursuant to the terms set forth in Schedule C hereto.

The DIP Lenders shall be permitted to request DIP Security (in form and substance reasonably satisfactory to the Required DIP Lender) from the Obligors at any time. The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders, subject to subordination only in respect of the Priority Charges and Priority Payables. For greater certainty, the delivery of DIP Security shall not be a condition precedent to the Initial Advance or any other advances of the Loan Amount as set out in sections 15 and 16.

19. ~~**[Reserved].**~~[15]**Hedging Program** The Borrowers will use best efforts to implement a hedging program, working in consultation with the DIP Lenders, to manage volatility and protect the cost position of the business including, without limitation, with respect to iron ore and fuel.

20. **Borrowers'' Account:** Advances shall be deposited into a bank account to be designated by the Borrowers (the "**Borrowers'' Account**") and utilized by the Borrowers in accordance with the terms of this Agreement. At the request of the DIP Lenders, the Borrowers shall put in place a blocked account agreement in favour of the DIP Agent (for the benefit of the DIP Lenders) thereon on such terms as are acceptable to the Required DIP Lenders, in their discretion. Any such blocked account agreement shall not impose a payment block ~~absent the occurrence of~~unless the Required DIP Lenders (or the DIP Agent acting at the instruction of the Required DIP Lenders) provide instruction to impose such a block, which instruction may not be given unless an Event of Default ~~that~~has occurred and is continuing.

21. **Repayment and Maturity Date:** All DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following:

(a) conversion of the CCAA Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(b) the ~~date which is fifteen (15) days after~~occurrence of an Event of

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~~13~~ ~~**Note to Draft**: Deletion covered by negative covenants.~~

~~14~~ ~~**Note to Draft**: Detailed guarantee provisions are unnecessary in the context of a court approved DIP.~~

~~15~~ ~~**Note to Draft**: Hedging and ranking of related security to be discussed post DIP.~~

Default and a demand for payment ~~is made~~ by the DIP Agent (at the request of the Required DIP Lenders) following ~~the~~such occurrence and the expiration of any applicable cure period if such Event of Default ~~that~~ is continuing as of ~~such~~the date of such request, unless the Required DIP Lenders (or the DIP Agent acting at the direction of the Required DIP Lenders) shall have rescinded such demand for payment;

(c) the closing of a Restructuring Transaction or combination of Restructuring Transactions; or

(d) [the date that is ~~eighteen~~twelve (~~18~~12) months after the granting of the Second Amended and Restated Initial Order, subject to the extensions set forth below (the "~~"~~**Stated Maturity Date**~~"~~")]

(such earliest date, the "**Maturity Date**").

The Stated Maturity Date may be extended ~~one time~~two times (without counting the Additional Extension, as defined below) by the Borrowers for up to ~~six~~three (~~6~~3) months each time, provided that (i) the Borrowers deliver a written extension request to the DIP Agent not less than ten (10) days prior to the then applicable Stated Maturity Date, (ii) no Default or Event of Default exists on the then applicable Stated Maturity Date, (iii) the Borrowers shall have paid an extension fee (the "**Extension Fee**") on the date of each such extension equal to ~~one~~two percent (~~1~~2%) of the DIP Loans outstanding at such time, payable in-kind on the date of such extension to the DIP Agent on behalf of the DIP Lenders on a pro rata basis and capitalized on the principal amount of the DIP Loans as of such date and (iv) the Borrowers shall have provided to the DIP Agent and the DIP Lenders an Updated Cash Flow Forecast as approved by the Monitor and which shall be in form and substance satisfactory to the Required DIP Lenders ~~acting reasonably~~(subject to the Supermajority DIP Lender Budget Consent Right), through and including the date to which the Stated Maturity Date is extended~~.~~; *provided* that if a binding offer has been obtained in the SISP which is acceptable to the Required DIP Lenders prior to the Maturity Date and at the time such an extension is sought, the Borrowers may, only once and subject to satisfaction of the requirements set forth in the foregoing provisos (i), (ii), and (iv), extend the Maturity Date for an additional three (3) months (the "**Additional Extension**") without paying an Extension Fee for such extension.

The DIP Lenders~~'~~' commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be fully repaid no later than the Maturity Date, without the DIP Lenders being required to make demand upon the Borrowers or Guarantors or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable.

22. **Payments:** All payments of principal, interest and expenses hereunder, if applicable, shall be made for value in the full amount due at or before 12:00 noon on the day such amount is due by deposit or transfer thereof to the DIP Agent or as the DIP Lenders may direct. Payments received

after such time shall be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment. Each payment to be made by the Borrowers under this Agreement shall be made in full without deduction, set-off or counterclaim of any kind or for any reason. If any expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP Agent may, but shall have no duty to do so, pay all such expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility. Unless otherwise consented to in writing by the Required DIP Lenders, the net cash proceeds of any sale, realization or disposition of, or with respect to, any of the Collateral (including obsolete, excess or worn-out Collateral) out of the ordinary course of business (for greater certainty, net of transaction fees and applicable taxes in respect thereof), or any insurance proceeds (net of expenses incurred by the applicable Obligor in connection therewith, including transaction fees and applicable taxes in respect thereof) (each ~~"~~"**Net Proceeds**~~"~~") paid to the Borrowers or Guarantors in respect of Collateral, shall be paid to the DIP Agent (for the benefit of the DIP Lenders) and applied to ~~reduce~~prepay the DIP Obligations ~~and permanently reduce and cancel an equivalent portion of the Facility Amount~~(or, if no DIP Obligations are then outstanding, reduce the commitments of the DIP Lenders ratably) in an amount equal to the Net Proceeds of such sale, realization, disposition or insurance~~; provided that~~ proceeds. Any such amount repaid may not be reborrowed.

Notwithstanding the foregoing, in lieu of such prepayment, the applicable Obligor shall be permitted to apply such Net Proceeds within ~~180~~[30] days after the receipt thereof by such Obligor to, or to contract to, repair or replace the affected Collateral, subject to such Obligor's written notice thereof to the DIP Lender promptly following the sale, realization, disposition or casualty event in respect of insurance proceeds~~. Any such amount repaid may not be reborrowed~~; *provided*, that any Net Proceeds shall be held in a segregated account until such time as they are utilized for repayment or reinvestment as permitted in this Section 22, and not otherwise disbursed.

23. **Indemnity; Limitation of Liability:**

~~Subject to section 8, the~~The Obligors agree to indemnify and hold harmless the DIP Agent, the DIP Lenders, the Fronting Lender and their respective Affiliates, partners and officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or reasonable and documented third-party expenses of any kind or nature whatsoever which may be incurred by any of the Indemnified Persons (collectively, the ~~"~~"**Claims**~~"~~") as a result of, in connection with or in any way related to the DIP Facility, the priority of the DIP Charge, the proposed or actual use of the proceeds of the DIP Facility or this Agreement; provided, however, that the Obligors shall not

be obligated to indemnify pursuant to this paragraph any Indemnified Person against any Claim (a) to the extent it resulted from the gross negligence, wilful misconduct, bad faith, or material breach of ~~agreement~~this Agreement of any Indemnified Person as finally determined by a court of competent jurisdiction, or (b) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Obligors~~, or (c) arising from any appeal, motion to stay, vary, amend, or other proceeding brought by any party challenging the Second Amended and Restated Initial Order, to the extent such challenge relates to the DIP Facility, and only if the Bridge Facility is refinanced or otherwise assigned during the Bridge Period. The Obligors shall not be responsible or liable to any Indemnified Person or any other person for consequential or punitive damages~~. Notwithstanding anything to the contrary herein, the indemnities granted under this Agreement shall survive any termination of the DIP Facility.

No party hereto shall be liable to any other party hereto for consequential, special, or punitive damages arising under this Agreement.

24. **Representations and Warranties:** Each Obligor represents and warrants to the DIP Agent and DIP Lenders, upon which the DIP Agent and each of the DIP Lenders has relied in entering into this Agreement that:

(a) such Obligor is validly formed and existing under the laws of its jurisdiction of incorporation or formation;

(b) such Obligor has the power and capacity~~,~~ to own or lease and operate its property, to carry on its business as now conducted and as proposed to be conducted, and subject to Court approval of this Agreement, to enter into, execute, deliver and perform its obligations under this Agreement;[16]

(c) ~~[reserved];~~[17]such Obligor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Subject to the issuance of the Second Amended and Restated Initial Order and the terms thereof, no consent or authorization of, filing with, notice to or any other act by, or in respect of, any governmental authority or other person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity, or enforceability of this Agreement;

(d) this Agreement and the transactions contemplated by this Agreement:

(i) are within the powers of such Obligor and, subject to the granting of the Second Amended and Restated Initial Order,

[16] **Note to Draft**: Deleted text covered by (d).

[17] **Note to Draft**: Deleted text covered by (d).

constitute legal, valid and binding obligations of such Obligor, enforceable against it in accordance with the terms hereof;

(ii) have been duly authorized, executed and delivered by or on behalf of such Obligor; and

(iii) subject to the granting of the Second Amended and Restated Initial Order, as applicable, do not and will not conflict with, contravene, violate or result in a breach of: (A) any of the terms or provisions of such ~~Obligor's~~Obligor's constating documents or by-laws, (B) any Material Contracts to which such Obligor is a party or pursuant to which any of its assets or property may be affected or (c) any applicable Law;

(e) the Business of such Obligor has been and will continue to be conducted in material compliance with all applicable Laws (including environmental laws) of each jurisdiction in which the Business has been or is being carried on subject to the provisions of the CCAA and any Court order made after the date of the Initial Order, and such Obligor has no knowledge of any facts which result in, constitute, or are likely to give rise to, non-compliance with any Laws in any material respect;

~~(f) [reserved];~~[18]

(f) ~~(g)~~ such Obligor owns, leases or has the lawful right to use all of the material properties and undertaking necessary for the conduct of the business of such Obligor;

(g) ~~(h)~~ such Obligor has obtained and/or maintained any material Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect~~. No~~, and no proceedings have been commenced to revoke or amend any such Authorizations;

(h) ~~(i)~~ such Obligor does not have any defined benefit pension plans or similar plans and is in material compliance with all applicable Law respecting its employees~~'~~' employment and all collective bargaining agreements to which it is a party or otherwise bound;

(i) ~~(j)~~ such Obligor is current on its post-filing payment obligations for rent and other occupancy costs and expenses in respect of any premises that it leases;

(j) ~~(k)~~ all of such ~~Obligor's~~Obligor's obligations (including fiduciary, funding, investment and administrative obligations, if any) required to be performed in connection with such ~~Obligor's~~Obligor's employee benefit plans have been performed on a timely basis;

(k) ~~(l)~~ such Obligor has filed all Tax returns which were required to be filed and paid all Taxes (including interest and penalties) which are due and payable, except (i) as disclosed to the DIP

[18] ~~**Note to Draft**: Otherwise covered.~~

Lenders ~~prior to the date hereof[19] or~~' advisors on [ ], 2026 at [ ]am/pm or (ii) for charges, fees, or dues which are not material in amount or which are not delinquent or, if delinquent, are being contested in good faith ~~by appropriate proceedings~~if adequate reserves for payment of such obligations in the event that such contests are unsuccessful;

(l) ~~(m)~~ such Obligor and each of its subsidiaries has good and valid title to, or legally binding property right in, or valid leasehold interests in, all material real property necessary or used in the ordinary conduct of its business, in each case free and clear of all Encumbrances other than ~~those Encumbrances permitted by section 4.10 of the Indenture and "~~Permitted Liens~~" under the Indenture (as same exists on the date of this Agreement)~~ and except for minor defects in title as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the operations~~,~~ or financial condition of the Obligors taken as a whole;

(m) ~~(n)~~ all information provided by or on behalf of such Obligor to the DIP Lenders, including with respect to the Steensby Expansion and the status of the SISP, for the purposes of or in connection with this Agreement or any transaction contemplated herein, is~~,~~ true and accurate in all material respects on the date as of which such information was provided, not incomplete and does not omit to state any fact necessary to make such information (taken as a whole) not materially misleading at such time, in light of the circumstances under which such information was provided;

~~(o) [reserved];~~

(n) none of the Obligors owns or controls, directly or indirectly, any subsidiaries which are not Obligors.

(o) ~~(p)~~ each Obligor maintains adequate insurance coverage, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contain reasonable coverage and scope;

(p) ~~(q)~~ except for those defaults which are stayed by the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, or as disclosed to the DIP Lenders in writing on or after the date hereof, all Material Contracts are in full force and effect and are valid, binding and enforceable in accordance with their terms, ~~subject to the stay of proceedings granted by the Court in the CCAA Proceedings;~~and the Obligors do not have any knowledge of any default that has occurred and is continuing thereunder (other than those defaults arising as a result of or relating to the insolvency of the Obligors or any of their affiliates or the commencement of the CCAA

~~[19] **Note to Draft**: Covers amounts potentially owed pursuant to Greenhouse Gas Pollution Pricing Act.~~

Proceeding);

(q) ~~(r)~~ except as disclosed to the DIP Lenders in writing~~,~~ on or after the date hereof, there are no agreements of any kind (i) between the Obligors and any other third party or any holder of debt or Equity Securities of the Obligors with respect to any Restructuring Transaction, which remain in force and effect as of the date hereof, or (ii) between the Borrowers and any related party;

(r) ~~(s)~~ other than potential proceedings in connection with the Second Amended and Restated Initial Order to be sought by the Borrower, or this DIP Facility, or as stayed pursuant to the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, there is not now pending or, to the knowledge of any of the senior officers of the Obligors, threatened against the Obligors, nor has any Obligor received notice in respect of, any claim, potential claim, litigation, action, suit, arbitration or other proceeding by or before any court, tribunal, governmental entity or regulatory body, in each case that would reasonably be expected to be material and adverse to the Obligors, taken as a whole;

(s) ~~(t)~~ each Obligor has maintained and paid current its obligations, as applicable, for payroll, source deductions, harmonized, goods and services and retail sales tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations;

(t) the Borrowers have not taken or omitted to take any action that would reasonably be expected to materially impact their continued operations, including (i) failing to procure any essential products needed before the shipping window closes (such as critical spare parts and any equipment, consumables, and supplies which are otherwise unable to be delivered during other months), (ii) ceasing their mining operations, or (iii) reducing their workforce in a manner which would reasonably be expected to cause such a material adverse impact; and

~~(u) [reserved];~~[20]

~~(v) [reserved];~~[21]

~~(w) [reserved]~~[22]~~; and~~

[20] ~~**Note to Draft**: Covered by reps above.~~

[21] ~~**Note to Draft**: Too broad.~~

[22] ~~**Note to Draft**: Subsumed by (n).~~

(u) ~~(x) [reserved].~~no Default or Event of Default has occurred and is continuing.

25. **Affirmative Covenants:** In addition to all other covenants and obligations contained herein, each Obligor agrees and covenants to perform and do each of the following until the DIP Facility is fully repaid or assigned with the written consent of the Required DIP Lenders:

(a) submit to the Court the Second Amended and Restated Initial Order, and any other Court orders which are being sought by the Obligors in a form confirmed in advance to be satisfactory to the Required DIP Lenders ~~(acting reasonably)~~ subject to any amendments that are required by the Court ~~or the Obligors~~ that are acceptable to the Required DIP Lenders (acting reasonably);

(b) comply with the provisions of all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(c) use commercially reasonable efforts[23] to allow each of the DIP Agent, DIP Lenders and their respective employees, agents, advisors and representatives access to all Collateral, information and documentation of the Obligors, to visit, inspect and conduct examinations of any of such Collateral, information and documentation (including any books and records) and discuss its business operations, properties and financial and other conditions with its officers, employees and independent public accountants, in each case, as may be reasonably requested by the DIP Agent or Required DIP Lenders, during normal business hours, in each case subject to applicable privacy laws and solicitor-client privilege; *provided* that visits to Nunavut by any of the foregoing parties shall be subject to such limitations as the Borrowers ~~may from time to time~~reasonably determine~~,~~ are necessary including due to cost, interference with operations, sealift, shipping season, and the SISP;

~~(d) [reserved];~~[24]

(d) ~~(e)~~ preserve, renew, maintain and keep in full force its corporate existence and its material Authorizations required in respect of the Business or any of the Collateral;

(e) ~~(f)~~ keep the DIP Lenders apprised on a timely basis of all material developments with respect to the Business and affairs of the Obligors, including with respect to updates regarding the CCAA Proceeding, the SISP, and the Steensby Expansion;

(f) ~~(g)~~ conduct the Business and preserve, protect and maintain the

~~23~~ ~~**Note to Draft**: Given the location of the mine in Nunavut, some qualifier is required.~~

~~24~~ ~~**Note to Draft**: subsumed by (f).~~

Collateral in the ordinary course of Business;

(g) ~~(h)~~ operate and maintain its respective properties and businesses in all material respects in accordance with industry practice and in all material respects in accordance with applicable Law and all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

~~(i) [reserved];~~[25]

(h) ~~(j)~~ except to the extent otherwise agreed by the Required DIP Lenders (acting reasonably), pay all applicable Priority Payables and all other amounts necessary to preserve the Collateral to avoid any Encumbrance thereon and to carry on the business of each Obligor in the ordinary course;

(i) ~~(k)~~ promptly notify the DIP Lenders of the occurrence of any Default or Event of Default;

(j) ~~(l)~~ comply in all material respects with all applicable Laws, rules and regulations applicable to its business, including environmental laws;

~~(m) [reserved]~~[26]

(k) ~~(n)~~ use the proceeds of the DIP Facility in a manner consistent with the restrictions set out herein and in all cases in accordance with the Approved Cash Flow Forecast (subject to Permitted Variances);

(l) duly and punctually pay or cause to be paid to the DIP Agent on behalf of the DIP Lenders all principal, interest, fees, and other amounts payable by it under this Agreement on the dates, at the places and in the amounts set forth herein;

~~(o) [reserved];~~[27]

~~(p) [reserved]~~[28]

~~(q) [reserved];~~[29]

(m) ~~(r)~~ on or prior to 5:00 p.m. (Toronto time) on the Monday of every [fourth] calendar week beginning after the date of this Agreement (each, a "~~"~~**Testing Period**~~"~~"), the Obligors shall have delivered to the DIP Agent and DIP Lenders (x) an Updated

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[25] ~~**Note to Draft**: Covered by insurance covenant below.~~

[26] ~~**Note to Draft**: Subsumed by (c).~~

[27] ~~**Note to Draft**: Covered by EODs.~~

[28] ~~**Note to Draft**: The Borrower cannot authorize the Monitor – it is an independent court officer.~~

[29] ~~**Note to Draft**: Covered by EODs.~~

Cash Flow Forecast- and (y) a Variance Report;[30]

(n) the Obligors shall have delivered to the DIP Lenders a business plan that is in form and substance satisfactory to the Required DIP Lenders by no later than the date that is three (3) months after the issuance of the Initial Order; and

(o) On or prior to June 5, 2026 (or such later date as may be agreed to by the Borrowers and the Required DIP Lenders), the Obligors shall have entered into a key employee retention plan and/or a key employee incentive plan in form and substance acceptable to the Required DIP Lenders.

~~(s) [reserved];~~

~~(t) [reserved];~~

(p) ~~(u)~~ at all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers in coverage and scope acceptable to the Required DIP Lenders, acting reasonably, and, if requested by the Required DIP Lenders, cause the DIP Agent to be listed as a loss payee or additional insured (as applicable) on such insurance policies and notify the DIP Lenders of any claims or losses exceeding $2,000,000. The Approved Cash Flow Forecast shall permit funding sufficient to pay the premiums in respect of such insurance;

(q) ~~(v)~~ provide the DIP Agent and the DIP Lenders (by email to their counsel being sufficient) with draft copies of, and the opportunity to ~~review~~comment on, all motions, applications, proposed Court orders and other materials or documents that the Obligors intend to file in the CCAA Proceeding at least two (2) Business Days prior to such filing or, where it is not practically possible to do so within such time, as soon as possible ~~on or~~ prior to the date on which such motion, application, proposed Court ~~Order~~order or other material or document is served on the service list in respect of the CCAA Proceeding;

(r) ~~(w)~~ promptly provide notice to the DIP Agent, the DIP Lenders and their counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory authority having jurisdiction over any Obligor, in each case which would reasonably be expected to have a material adverse effect on the Obligors' operations, business, or ability to perform under this Agreement and subject to any disclosure restrictions at Law or contained in any Court order or that, in the opinion of the Obligors (in consultation with

[30] ~~**Note to Draft**: Deleted language does not permit the approve cash flow to roll.~~

the Monitor), each acting reasonably, are necessary to protect the Borrowers'' restructuring process;

~~(x) [reserved];~~[31]

(s) promptly upon becoming aware thereof, provide details of any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Obligor by or before any court, tribunal, Governmental Authority or regulatory body, which would be reasonably likely to result, individually or in the aggregate, in a judgment in excess of $1,000,000;

(t) ~~(y)~~ take all commercially reasonable actions necessary or available to defend any Court orders in the CCAA Proceedings from any appeal, reversal, modifications, amendment, stay or vacating not expressly consented to in writing in advance by the Required DIP Lenders~~, to the extent~~ relating to the DIP Facility or the DIP Charge;

(u) ~~(z)~~ continue business operations in all material respects in the ordinary course ensuring full utilization of the shipping window, including (i) ensuring fuel and other necessary products for operations are secured for continued operations and (ii) shipping out all ready-to-ship product for sale; and the Borrowers will not materially change employee head count or staffing requirements except as may be needed to optimize cost structure and operations subject to the Approved Cash Flow Forecast and the prior written consent of the Required DIP Lenders;

(v) ~~(aa)~~ maintain all ~~material licences and permits required for the operation of the Business in the ordinary course~~Authorizations during the term of the DIP Facility in full force and effect~~;~~ and use commercially reasonable efforts to defend each such Authorization against revocation or amendment thereof~~ that would reasonably be expected to be material and adverse to the rights and remedies of the DIP Lenders pursuant to~~, including by complying with the terms ~~hereof~~thereof;[32]

(w) maintain in good repair, working order and condition all material properties and assets used or useful in the business of the Borrowers and make all such appropriate repairs thereto;

(x) consult with the DIP Lenders from time to time at their reasonable request regarding which contracts are to be disclaimed in the CCAA Proceedings;

(y) execute and deliver such loan and security documentation as may be reasonably requested by the DIP Agent or the Required DIP Lenders from time to time;

~~[31] **Note to Draft**: Subsumed in (c).~~

~~[32] **Note to Draft**: Borrower does not have a 6 mtpa permit.~~

(bb) [reserved];[33]

(cc) [reserved];[34]

(dd) [reserved];[35]

(ee) [reserved];

(ff) [reserved];

(gg) [reserved][36]; and

(z) (hh) subject to Section 8, promptly pay or cause to be paid, as set forth in section 13 hereof, all DIP Lender Expenses to the DIP Lender no less frequently than every two weeks, provided that the DIP Lenders shall use commercially reasonable efforts to provide reasonable estimates of such expenses for purposes of the Approved Cash Flow Forecast.

26. **Negative Covenants:** Each Obligor covenants and agrees not to do the following, and not to permit any of its subsidiaries to do the following, in each case other than with the prior written consent of the Required DIP Lenders from and after the date hereof:

(a) make any payment of principal or interest in respect of Indebtedness (other than the DIP Facility) or declare or pay any dividends or make any other distribution in respect of its equity interests, in each case, except as expressly provided for in the Approved Cash Flow Forecast (subjectwithout regard to Permitted Variances);

(b) except as set forth in any Court order that is acceptable to the Required DIP Lenders (acting reasonably) or any equipment lease or financing lease obligations covered by an Approved Cash Flow Forecast, incur, incur or permit to exist any Indebtedness (including, without limitation, any capital lease obligation, equipment lease or, financing lease obligation), subject or debtor in possession financing other than the DIP Facility) other than as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances);

(c) [reserved];[37]

(c) (d) except for the Priority Charges, the DIP Charge, and any Encumbrance existing prior to the date hereof and ranking subordinate to the DIP Charge, or as set forth in any Court order

[33] **Note to Draft**: Subsumed in (g).

[34] **Note to Draft**: Management, in consultation with the Monitor, will decide as to which contracts are disclaimed.

[35] **Note to Draft**: What does "in pursuit of the CCAA Proceeding" mean?

[36] **Note to Draft**: Information requests covered elsewhere.

[37] **Note to Draft**: Covered by below.

that is acceptable to the Required DIP Lenders ~~(acting reasonably)~~, create, incur, or permit to exist any ~~Encumbrances on~~Encumbrance, or provide or seek to support a motion by another party to provide an Encumbrance, upon any of its properties or assets, in each case other than ~~the~~ Permitted Liens;[38]

(d) ~~(e)~~ make any payments or use any monies (including, without limitation, proceeds of the DIP Facility) outside of the ordinary course of Business, unless provided for in the Approved Cash Flow Forecast (subject to Permitted Variances);

(e) ~~(f)~~ make any investments in, acquisitions of, or loans to, or guarantee the Indebtedness or obligations of, any other Person, entity or assets, except as expressly provided ~~for~~ in the Approved Cash Flow Forecast (~~subject~~without regard to Permitted Variances);

(f) ~~(g)~~ except between Obligors, enter into or continue performance under any transaction with any affiliate or any of its or its affiliates'' respective direct or indirect equity holders, senior officers, directors, managers or employees, except in the ordinary course of business for a bona fide business purpose and not for any other purpose, except as expressly provided ~~for herein or~~ in the Approved Cash Flow Forecast~~;~~[39] (without regard to Permitted Variances);

(g) enter into or continue performance under any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type;

(h) ~~[reserved]~~make any Prohibited Payments;[40]

~~(i) [reserved];~~[41]

(i) ~~(j)~~ make any type of payment, or otherwise satisfy any claim, purported claim, liability, or other obligation, including without limitation of any pre-CCAA filing claim, that is not expressly provided for by the Approved Cash Flow Forecast ~~(subject to Permitted Variances)~~;

(j) ~~(k)~~ change its jurisdiction of incorporation or registered office;

(k) ~~(l)~~ change its name, fiscal year end or accounting policies or amend its organizational documents;

(l) ~~(m)~~ cease to carry on the Business as currently being conducted or materially change its operations or business practices;

~~38~~ ~~**Note to Draft**: The Company will be seeking KERP charges, but the amounts are still being determined.~~

~~39~~ ~~**Note to Draft**: As previously drafted, it conflicted with KERP, KEIP, etc.~~

~~40~~ ~~**Note to Draft**: Covered above.~~

~~41~~ ~~**Note to Draft**: Royalties included in cash flow.~~

(m) ~~(n)~~ sell, assign, lease, convey or otherwise dispose of or transfer any material property, assets or undertakings, except for iron ore product or disposition of obsolete, redundant or ancillary assets ~~obsolete, redundant, worn out or ancillary assets~~ or as may be approved by the Court with the prior written approval of the Required DIP Lenders;

(n) ~~(o)~~ except as otherwise ~~contemplated in~~required under any Court order~~, as contemplated by~~ which is acceptable to the Required DIP Lenders or as expressly provided for in the Approved Cash Flow Forecast or ~~as contemplated hereby~~this Agreement, establish or make any retention or bonus payments, increase compensation or severance entitlements or other benefits payable to directors, senior officers or senior management, or pay any bonuses whatsoever;

(o) ~~(p)~~ enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against the Obligor;

(p) ~~(q)~~ enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other similar transaction or series of transactions, allow any change of control to occur, or create or acquire any new subsidiary or become a general partner in any partnership that does not provide for the full repayment of the obligations under the DIP Facility;

(q) ~~(r)~~ amend, supplement, revoke, terminate or discharge or seek to amend, supplement, revoke, terminate or discharge, the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, except to amend and restate the Amended and Restated Initial Order as may be permitted by this Agreement;

(r) ~~(s)~~ apply for or consent to, any Court order, or amendment or modification to an existing Court order which adversely affects or would reasonably be expected to adversely affect the DIP Agent or the DIP Lenders ~~hereunder~~;

(s) ~~(t)~~ file or support the confirmation of any plan of arrangement or liquidation, in each case, that treats the DIP Obligations as ~~"~~"affected"~~"~~ without the consent of the Required DIP Lenders;

(t) (i) enter into any material transaction or material agreements or (ii) amend or modify any existing agreements or transaction terms, in each case, including royalty agreements or similar agreements, without the consent of the Required DIP Lenders; *provided* that no such consent shall be needed to amend or modify any contract if such amendment or modification (i) does not affect the pre- or post-petition priority or value of any claim held by any DIP Lender, (ii) does not negatively impact the

Borrowers' net cash flows or liquidity, and (iii) would not reasonably be expected to negatively impact the terminal value of the business from the perspective of potential purchasers;

(u) without the consent of the Required DIP Lenders, satisfy the delivery or other performance obligations and/or payment obligations under its contracts with Glencore plc or any of its affiliates, including, without limitation, any obligations to process or deliver iron ore;

(v) take (or omit to take) any action to the extent such action would reasonably be expected to materially impair or otherwise adversely affect the ability of the Obligors to utilize any net operating losses, tax credit carry-forwards, built-in losses, basis, deductions or other tax attributes or benefit, in each case, without the prior written consent of the Required DIP Lenders;

(w) issue any Equity Securities, create any new class of Equity Securities, amend any terms of its existing Equity Securities, consent to or take any steps in furtherance of the exercise of any conversion right under any Equity Securities issued by it, or incorporate, create, or organize any new subsidiaries other than in connection with a Restructuring Transaction approved pursuant to a Court order which is acceptable to the Required DIP Lenders;

~~(u) [reserved];~~[42]

~~(v) [reserved];~~

~~(w) [reserved];~~

~~(x) [reserved];~~

(x) ~~(y)~~ seek, obtain, support, make or permit to be made any Court order or any change, amendment or modification to any Court order that would reasonably be expected to materially affect the rights or protections of the DIP Agent or the DIP Lenders under or in connection with the DIP Facility or the DIP Charge, except with the prior written consent of the Required DIP Lenders, in their sole discretion;

(y) ~~(z)~~ seek or consent to the lifting of the stay of proceedings in the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, as applicable, in favour of the Borrowers, or seek or consent to the appointment of a receiver or trustee in bankruptcy or any similar official in any jurisdiction;

(z) make any changes to the composition of the board of directors of the Borrowers (including the addition, removal or replacement of directors, other than a resignation by a director), other than pursuant to a Court order acceptable to the Required DIP

[42] ~~**Note to Draft**: Covenant too broad.~~

Lenders or with the Required DIP Lenders' approval (in their sole discretion); or

~~(aa) [reserved];~~

~~(bb) [reserved];~~[43]~~or~~

(aa) ~~(cc) [reserved].~~[44]interfere with the Monitor in any efforts it undertakes to (i) meet and communicate with the DIP Agent and DIP Lenders and (ii) provide regular reports to the DIP Agent and DIP Lenders with respect to the DIP Facility and the CCAA Proceeding.

27. **Sales and Investment Solicitation Process; Expansion:** Unless otherwise agreed by the ~~Required~~Supermajority DIP Lenders, the Borrowers and the DIP Lenders agree that the Borrowers (in consultation with the Monitor and the DIP Lenders) shall pursue a sales and investment solicitation process in form and substance acceptable to the Borrowers and the Supermajority DIP Lenders (the ~~"~~"**SISP**~~"~~") approved pursuant to a Court order in respect of potential Restructuring Transactions and any such SISP shall include the following milestones (collectively, the ~~"~~"**SISP Milestones**~~"~~"):

(a) the deadline for the commencement of the SISP will be no later than 3 months after the issuance of the Second Amended and Restated Initial Order;

(b) the deadline for the receipt of first round bids in connection with the SISP will be no later than 6 months after the issuance of the Second Amended and Restated Initial Order;

(c) the Borrowers shall complete all site visits for bidders prior to October 31, 2026; and

(d) the final deadline for the closing of a transaction resulting from the SISP will be no later than ~~18~~12 months after the commencement of the SISP,

provided that the Borrowers may extend each of the foregoing dates in accordance with the Court order approving the SISP, which Court order shall be in form and substance acceptable to the Supermajority DIP Lenders; provided further however that nothing herein shall prohibit the pursuit of a Restructuring Transaction pursuant to a Court approved plan at any time. For the avoidance of doubt, any DIP Lender or the DIP Agent may participate as a bidder in connection with any SISP in respect of potential Restructuring Transactions[or Alternative Offtake and Service Agreements].

28. **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

~~[43] **Note to Draft**: Limits on Indebtedness are already imposed elsewhere.~~

~~[44] **Note to Draft**: There are already covenants that require payments to be made only in accordance with the approved cash flow~~

(a) any Court order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacating, amendment or restatement which (i) stays, reverses, vacates or otherwise modifies this Agreement or (ii) adversely affects or would reasonably be expected to adversely affect the enforceability of ~~any material term of~~ this Agreement or the DIP Charge~~,~~ unless the DIP Agent or Required DIP Lenders, as applicable, have given their prior written consent thereto, including the issuance of a Court order:

(i) appointing a receiver and manager, receiver, interim receiver or similar official in respect of an Obligor;

(ii) terminating, lifting or amending the stay imposed within the CCAA Proceeding in a manner which, in the opinion of the Required DIP Lenders, acting reasonably, is materially prejudicial to the DIP Lenders;

(iii) granting any other claim or Encumbrance of equal or priority status to that of the DIP Charge, other than the Priority Charges or the Priority Payables; or

(iv) prejudicially affecting the DIP Agent, DIP Lenders or the Collateral;

(b) failure of an Obligor to diligently oppose any party that brings an application or motion for any of the relief set out in subsection 27(a) above and/or the failure to secure the dismissal of such motion or application within 30 days from the date that such application or motion is brought (provided no affirmative Court order is issued on such motion or application during such period);

(c) the CCAA Proceeding is terminated or converted to bankruptcy proceedings;

(d) failure of the Borrowers to ~~pay~~ (i) pay principal, interest or other amounts ~~arising hereunder~~ when due pursuant to this Agreement or any other document entered into in connection herewith, or (ii) pay or cause to be paid any reasonable and documented DIP Lender Expenses ~~payable to the DIP Agent, the DIP Lenders or the Fronting Lender~~ within ~~five~~two (~~5~~2) Business Days of being invoiced therefor~~,~~ (either in cash or via Deemed Draws), *provided* that such invoices are delivered no more frequently than every two weeks, and such failure, in the case of each of items (i) and (ii), remains unremedied for more than two (2) Business Days;

~~(e) [reserved];~~

(e) any Obligor ceases to carry on or maintain the Business or its assets in the ordinary course of the Business in compliance with the covenants contained in this Agreement, except where such cessation is otherwise consented to in advance in writing by the Required DIP Lenders;

(f) any representation or warranty made or given hereunder by any Obligor shall be incorrect or misleading in any material respect when made;

(g) any material violation or breach of any court order by an Obligor;

(h) ~~material~~ failure of an Obligor to (x) perform or comply with any term or covenant of this Agreement and such failure shall continue for more than five (5) Business Days after the earlier to occur of (i) any one or more of the Obligors having knowledge of such Event of Default or (ii) written notice of such Event of Default from the DIP Agent to the Borrowers, in either case, at the direction of the Required DIP Lenders to the Borrowers or (y) achieve the SISP milestones in accordance with section 26;

(i) any proceeding, motion or application is commenced or filed by the Obligors, or if commenced by another party, is supported or otherwise consented to by the Obligors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facility, the DIP Lenders' Charge, or this Agreement;

(j) ~~[reserved]~~any Obligor makes any payments of any kind not permitted by this Agreement, the Approved Cash Flow Forecast or any order of the Court;[45]

(k) any plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the Required DIP Lenders if such plan does not either provide for the repayment of the obligations under the DIP Facility in full by the Maturity Date, or designate the DIP Lenders as unaffected by such plan;

(l) any Obligor shall file a motion seeking, or take any action supporting a motion seeking, or the Court shall issue, an order, authorizing the sale or liquidation of its assets unless, in each case, either (i) the Required DIP Lenders consent to the filing of such motion, ~~(ii) it relates to the SISP,~~ or (ii) the Court order approving such sale or liquidation contemplates payment in full in cash of all the DIP Obligations;

(m) any event or occurrence that materially adversely affects the Obligors, their business or their assets, in each case taken as a whole, as determined by the Required DIP Lenders in their sole discretion;

(n) a default (other than a default resulting from the insolvency of the Borrowers or the commencement of the CCAA Proceeding by the Borrowers, including, for greater certainty, as a result of failure to pay pre-filing amounts as a result of the commencement of the CCAA Proceeding) under any Material Contract, or any material amendment of any Material Contract unless agreed to by the Required DIP Lenders in writing;

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[45] ~~**Note to Draft**: Subsumed by (h).~~

~~(m) [reserved];~~[46]

~~(n) [reserved];~~

(o) any change of control of any one or more of the Obligors that does not provide for the full repayment in cash of the obligations under the DIP Facility~~,~~ without the consent of the Required DIP Lenders;

(p) any Authorization issued to any Obligor is terminated, revoked, or suspended and such termination, revocation, or suspension has or would reasonably be expected to have a material adverse effect on the operations, financial condition, and/or ~~financial condition~~future prospects of the Obligors taken as a whole;

(q) ~~[reserved]~~any Obligor does not comply with any term or condition of the SISP;[47]

(r) the priority of the Liens as contemplated hereby created pursuant to or under the DIP Security in favor of the DIP Agent for the benefit of the DIP Lenders is varied without the consent of the DIP Agent at the direction of the DIP Lenders or any of such Liens does not have the priority required hereunder for any reason in any jurisdiction;

(s) any Obligor commences an action or any other proceeding in any proceeding or in any other court to (i) obtain any form of relief against the DIP Agent or DIP Lenders (or any one or more of them) including without limitation a proceeding to recover damages from the DIP Agent or the DIP Lenders or to obtain payment of any amounts purported to be owing by the DIP Agent or the DIP Lenders (or any one or more of them) to any Obligor if the DIP Agent or the DIP Lenders (or any one or more of them) disputes any of the same or (ii) challenge in any way the enforceability of this Agreement or any document entered in connection herewith or the Liens granted under or pursuant to the DIP Security; *provided*, for the avoidance of doubt, that an Obligor's enforcement of this Agreement against any DIP Lender shall not be an Event of Default under this clause 28(s);

~~(r) [reserved];~~

~~(s) [reserved];~~[48]

(t) any Obligor seeks, or consents to, any amendment of the SISP without the prior written consent of the DIP Agent at the direction of the ~~Required~~Supermajority DIP Lenders;

(u) the expiry without further extension of the stay of proceedings in

[46] ~~**Note to Draft**: The following are subjective and hair triggered.~~

[47] ~~**Note to Draft**: Deleted language covered by (h).~~

[48] ~~**Note to Draft**: This would prevent borrowers from affording themselves protection against a defaulting or breaching lender.~~

the CCAA Proceeding;

(v) the denial or purported repudiation by any Obligor of the legality, validity, binding nature, or enforceability of this Agreement or any document entered into in connection herewith, or any Obligor commencing any action or proceeding in any proceeding for a declaration or order to such effect;

(w) this Agreement or any other document entered into in connection herewith (and for certainty including without limitation the DIP Security) ceases to be enforceable;

(x) except as stayed by order of the Court, the entry of one or more final judgements, writs of execution, garnishments or attachments representing a claim or claims in excess of $100,000 or the equivalent amount thereof in any other currency, in the aggregate, against any Obligor or the property and assets of any Obligor which are subject to the Liens in favor of the DIP Agent for the benefit of the DIP Lenders that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after its or their entry, commencement or levy;

~~(v) [reserved];~~

~~(w) [reserved];~~

~~(x) [reserved];~~[49]

~~(y) [reserved];~~

~~(z) [reserved];~~

~~(aa) [reserved];~~

(y) ~~(bb)~~ (i) a Variance Report or Updated Cash Flow Forecast is not delivered within ~~five~~two (~~5~~2) Business Days of the day on which such Variance Report or Updated Cash Flow Forecast is required to be delivered pursuant to this Agreement, or (ii) there shall exist ~~a cumulative negative~~any variance in excess of ~~the~~any Permitted Variance~~ for the period from the date of the Initial Order to the last day of the applicable testing period, measured relative to the Approved Cash Flow Forecast then in effect.~~, including any Permitted Variance specific to any disbursement line item as set forth in the definition of "Permitted Variance"; or

~~(cc) [reserved],~~

(z) ~~provided that, except for (a), where no cure period is provided in the foregoing, it shall not be an Event of Default until fifteen (15) days have elapsed since the Borrowers have received written notice from the DIP Agent of the occurrence of the~~

[49] ~~**Note to Draft**: These are too broad and hair trigger, and some are already covered (e.g., a through a covenant not to incur Indebtedness). They will not permit the Borrowers to operate the business in the ordinary course in a debtor-in-possession context.~~

~~putative Event of Default.~~the retaining or appointment of either (i) a chief restructuring officer or Person in a similar role or (ii) a Monitor with expanded powers, in each case other than with the prior consent of the Required DIP Lenders or pursuant to a Court order which is acceptable to the Required DIP Lenders.

29. **Remedies:** Upon the occurrence and continuance of an Event of Default, the DIP Agent (acting at the direction of the Required DIP Lenders) or the Required DIP Lenders may elect on prior written notice to the Borrowers and the Monitor to:

(a) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility (including the Commitment/Funding Fee) and declare such amounts to be immediately due and payable;

(b) terminate the DIP Facility;

(c) apply for a Court order, on terms satisfactory to the Monitor and the Required DIP Lenders, providing the Monitor with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral, including applying to the Court for the appointment of a receiver, interim receiver or receiver and manager over the Borrowers or all or certain of their Collateral, or for the appointment of a trustee in bankruptcy in respect of the Borrowers;

(d) exercise the powers and rights of a secured party; and

(e) exercise all such other rights and remedies available to the DIP Lenders hereunder, or pursuant to the Initial Order or otherwise in accordance with applicable Law.

The DIP Agent (acting at the direction of the Required DIP Lenders) may use (for certainty, on the instructions of the Required DIP Lenders in accordance with the definition thereof and section 34) any or all of the DIP Obligations as a credit bid and/or to pay for some or all of the purchase price (including any deposit payable in connection with such transaction) in connection with (a) any purchase of some or all of the properties and assets of the Borrowers and the Guarantors (or any one or more of them), (b) any Restructuring Transaction agreed to by the Borrowers (in consultation with the Monitor) and the Required DIP Lenders, in each case subject to any Court order and such reasonable terms and conditions as may be required in the opinion of the Borrowers (in consultation with the Monitor), each acting reasonably, to protect the Borrowers'' restructuring process.

30. **Taxes:** All payments by an Obligor under this Agreement, including any payments required to be made from and after the exercise of any remedies available to the DIP Agent and/or the DIP Lenders upon the occurrence and continuance of an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future Taxes; provided, however, that if any Taxes are required by

applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP Lenders under this Agreement, the amounts so payable to the DIP Lenders shall be increased to the extent necessary to yield to the DIP Lenders on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Obligors shall provide evidence satisfactory to the Required DIP Lenders that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to the DIP Lenders to account for any Withholding Taxes, the DIP Lenders shall reasonably cooperate with the Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such Withholding Tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by the DIP Lenders to the Borrowers promptly. If reasonably requested by the Borrowers, the DIP Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the DIP Lenders shall cooperate with the Borrowers and assist the Borrowers to minimize the amount of Withholding Tax required, in each case at the Borrowers'' sole expense.

31. **Termination by Borrowers** The Borrowers shall be entitled to terminate this Agreement upon notice to the DIP Lenders~~: (a) in the event that the DIP Lenders have failed to fund any Advance in full when required to do so under this Agreement or (b)~~ at any time following the indefeasible payment in full[50] in immediately available funds of all of the outstanding DIP Obligations. Effective immediately upon such termination, all obligations of the Borrowers and the DIP Lenders under this Agreement shall cease, except for those obligations that explicitly survive termination. For greater certainty, all outstanding DIP Obligations in respect of all Advances funded prior to such termination shall become immediately due and payable concurrently with such termination and the DIP Lenders shall not be required to make any further extensions of credit under this Agreement.

32. **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the Required DIP Lenders may reasonably request for the purpose of giving effect to this Agreement.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Agreement and any other documents

~~[50] **Note to Draft:** The Borrowers must be released upon "full payment" of the obligations – not indefeasible payment.~~

entered into in connection herewith, this Agreement shall prevail.

34. **Amendments and Waivers:** No waiver or delay on the part of the DIP Lenders in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

All consents, waivers or amendments to or in connection with this Agreement and the DIP Facility and the transactions contemplated hereby or thereby must be in writing and if approved in writing by the DIP Agent at the direction of the Required DIP Lenders shall be binding on all of the DIP Lenders including those Lenders which did not execute any such consent, waiver or amendment; and any matters, documents or other things required to be acceptable or satisfactory to the DIP Lenders are and shall be deemed to be acceptable and satisfactory to all the DIP Lenders if acceptable or satisfactory to the DIP Agent at the direction of the Required DIP Lenders; provided that and for certainty, no consent, waiver or amendment shall be binding on the DIP Lenders unless each of the DIP Lenders executes a consent, waiver or amendment for any of the following matters: (a) increase the amount of any ~~Lender's~~Lender's DIP Facility commitment amount; (b) change to the Maturity Date other than as expressly provided for herein; (c) postpone or delay the date for payment of any principal, interest or other DIP Obligations; (d) reduce the principal amount owing by the Borrowers or the rate of interest or any other fees applicable to amounts owing or to become owing hereunder or under the other documents in connection herewith; (~~c~~e) change the pro rata commitments of any of the DIP Lenders in connection with the DIP Facility; (~~d~~f) amend this section 34, the definition of ~~"~~"Required DIP Lenders~~"~~", the definition of ~~"~~"Supermajority DIP Lenders~~"~~" or any provision providing for consent or other action by all or any specific percentage or portion of the DIP Lenders; (~~e~~g) discharge any Obligor from its payment obligations ~~under~~ hereunder or under any other document in connection herewith or release any DIP Security except as may be expressly provided for in this Agreement; or (~~f~~h) amend the terms and conditions of the application of proceeds of any repayments or the sharing of payments; provided further that any consent, amendment, waiver or other modification with respect to this Agreement that would adversely and disproportionately modify the rights of any DIP Lender (in its capacity as such) under the DIP Facility compared to other DIP Lenders shall require the prior written consent of each such affected DIP Lender. Notwithstanding anything to the contrary contained herein, any consent, amendment, waiver or other modification that subordinates, or has the direct or indirect effect of subordinating, (x) any DIP Obligations in right of payment to any other Indebtedness for borrowed money or (y) any Encumbrances securing the DIP Obligations to any Encumbrances securing any other Indebtedness for borrowed money, in each case, shall require the prior written consent of the Supermajority DIP Lenders.

In addition, the Required DIP Lenders shall consult all other DIP Lenders in connection with any consent, waiver, amendment or other

modification requiring the consent of the Required DIP Lenders.

35. **Severability:** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

36. **No Third Party Beneficiary:** No Person, other than the Obligors and the DIP Lenders are entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

37. **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

38. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Upon the Borrowers'' acceptance of this Agreement, this Agreement shall be amended and restated to include provisions pursuant to which DIP Lenders may assign DIP Loans and/or sell participations in DIP Loans~~, in each case subject to Borrower' consent, not to be unreasonably withheld provided~~. Any DIP Lender may assign its rights and obligations under the DIP Facility (i) to any Eligible Assignee or (ii) to any other person, subject, solely in the case of this clause (ii) and solely to the extent that no Event of Default has occurred and is ~~then~~ continuing~~.~~ at the time of such assignment, the Borrowers' prior consent (not to be unreasonably withheld).

Notwithstanding anything to the contrary herein, any DIP Lender may, without the consent of any other party hereto, pledge or grant a security interest in all or any portion of its rights under this Agreement to secure obligations of such DIP Lender to any financing counterparty; *provided* that such pledge or grant of a security interest does not release such DIP Lender from any of its obligations hereunder or substitute any such pledgee or grantee for such DIP Lender as a party hereto.

39. **Notices:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person as set forth below:

in the case of a notice to the Obligors at:

c/o Baffinland Iron Mines Corporation
360 Oakville Place Dr., Suite 300
Oakville, Ontario L6H 6K8

Attention: Mark ~~O'Brien~~O'Brien

Email: mark.obrien@baffinland.com

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.
Toronto, ON M5V 3J7
Attention: Natalie Renner and Rob Nicholls
Email: nrenner@dwpv.com and rnicholls@dwpv.com

in the case of a notice to the DIP Agent at:

■

Attention: ■
Email: ■

in the case of a notice to the DIP Lenders at the notice information set forth in Schedule A, with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

Attention: Brian S. Hermann; Brian Bolin; Joseph M. Graham
Email: bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com

and

Stikeman Elliott LLP
199 Bay St. #5300
Toronto, ON M5L 1B9

Attention: Maria Konyukhova; Logan Copen
Email: mkonyukhova@stikeman.com; lcopen@stikeman.com

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10022

Attention: Ira Dizengoff; Meredith Lahaie; Lucas Charleston
Email: idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com

and

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
Toronto, Ontario
M5H 0B4

Attention: Ryan Jacobs and Michael Wunder
Email: rjacobs@cassels.com and mwunder@cassels.com

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenberg@fticonsulting.com

With a copy to, which shall not constitute notice:

Osler, Hoskin & Harcourt LLP
First Canadian Place, 100 King St. W. #6200
Toronto, ON M5H 1H1

Attention: Marc Wasserman and Michael De Lellis
Email: mwasserman@osler.com and mdelellis@osler.com

Any notice delivered or transmitted to a Person as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

In the event that any amount required to be paid hereunder is due on a day which is not a Business Day, such amount shall be paid on the next following Business Day with applicable interest adjustments.

40. **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

41. **Definitions:** For the purposes of this Agreement, unless context otherwise requires, the following terms have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

"**Advance**" has the meaning given to that term in section 8;

"**Advance Notice**" has the meaning given to that term in section 8;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession,

directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

"**Amended and Restated Initial Order**" means the order of the Court entered on May 25, 2026;

["**Alternative Offtake and Service Agreements**" means offtake, service or other agreements in respect of the business of the Borrowers];

"**Approved Cash Flow Forecast**" has the meaning given to that term in section 14;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Collateral or the Business;

"**Benefits Agreement**" means the impact benefits agreement between BIM Corp. and the Qikiqtani Inuit Association dated September 6, 2013, as amended on October 22, 2018, and as may be further amended, supplemented or amended and restated from time to time;

"**Borrowers**" has the meaning given to that term in the recitals;

"**Borrowers' Account**" has the meaning given to that term in section ~~19~~20;

"**Business**" means the business of iron ore mining at the Mary River Mine on Baffin Island in Nunavut, Canada;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or ~~in~~ New York, New York;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all now-owned and hereafter-acquired assets and property of the Obligors, real and personal, tangible or intangible and all proceeds therefrom, including the Borrowers' Account and all assets used in the Business;

"**Commodity Agreement**" means, with respect to any Person, any commodity future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Commitment/Funding Fee**" has the meaning given to that term in section 12;

"**Court**" has the meaning given to that term in the recitals;

"**Currency Agreement**" means, with respect to any Person, any foreign exchange future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a

party or a beneficiary;

"**Default**" means the occurrence or existence of any event, fact or circumstances, that with the giving of notice, passage of time, or both, would constitute an Event of Default;

"**Default Rate**" has the meaning given to that term in section 12;

"**DIP Agent**" has the meaning given to that term in section 6;

"**DIP Charge**" has the meaning given to that term in section 17;

"**DIP Facility**" has the meaning given to that term in section ~~7~~7;

"**DIP Lenders**" has the meaning given to that term in section 6;

~~"~~"**DIP Lender Expenses**~~"~~" has the meaning given to that term in section 13;

"**DIP Obligations**" has the meaning given to that term in section 17;

"**DIP Security**" means the DIP Charge and any and all security documents granted by the Obligors providing for a security interest in the Collateral and related personal property security registrations made in favour of the DIP Agent, for the benefit of the DIP Lenders, in connection with such security interest together with such confirmations, financing statements, renewals, amendments, discharges, insurance endorsements, opinions or other documents as may be reasonably requested by the Required DIP Lenders as security for the DIP Obligations;

~~"~~"**EDC**~~"~~" means Export Development Canada;

~~"~~"**EDC Credit Agreement**~~"~~" means that certain credit agreement dated as of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto and EDC, as lender;

"**Eligible Assignee**" means (x) any DIP Lender or Affiliate or Related Fund of any DIP Lender, and (y) any SPC as long as the applicable DIP Lender remains obligated in respect of its commitments hereunder, *provided* that no Obligor or any Affiliate of any Obligor shall be an Eligible Assignee.

"**Encumbrances**" means any hypothec, encumbrance, lien, charge, pledge, deposit arrangement, mortgage, title retention agreement, trust, deemed trust, security interest of any nature, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege, or any other arrangement or condition that in substance or effect secures payment or performance of an obligation, or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in section ~~27~~28;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement;

"**Holder AHG**" means an ad hoc group of Holders providing DIP Loans hereunder.

"**Holders**" means holders of the notes under the Indenture.

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all letters of credit, letters of guarantee and similar instruments, notes or other similar instruments, (c) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, (d) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, (e) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, and (f) all obligations of such Person to otherwise assure a creditor against loss (for certainty, Hedging Obligations incurred by an Obligor in the ordinary course shall not be considered Indebtedness for purposes of this Agreement);

"**Indemnified Persons**" has the meaning given to that term in section 22;

"**Indenture**" means that certain Senior Secured Notes Indenture, dated as of June 27, 2018 (as amended, amended and restated or otherwise modified from time to time prior to the date of this Agreement), by and among the Borrowers, as issuers and the Indenture Agent;

"**Indenture Agent**" means Wilmington Trust, National Association, as trustee and collateral;

"**Initial Advance**" has the meaning given to that term in section 8;

"**Initial Advance Conditions**" has the meaning given to that term in section 15;

"**Initial Order**" means the order of the Court entered on May 15, 2026;

"**Interest Payment Date**" has the meaning given to that term in section ~~14~~12;

"**Interest Period**" has the meaning given to that term in section 12;

~~"~~"**Interest Rate Agreement**~~"~~" means, with respect to any Person, any interest rate future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Interest Rate**" has the meaning given to that term in section 12;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local or foreign, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in section ~~7~~7;

~~"~~"**Material Contract**~~"~~" means any contract, license or agreement: (i) to which a Borrower or Guarantor is a party or is bound; and (ii) which is material to~~,~~ or necessary in~~,~~ the operation of ~~the business of a~~any Borrower or Guarantor~~; and (iii) which such Borrower or Guarantor cannot promptly replace by an alternative and comparable contract with comparable commercial terms;~~.

"**Maturity Date**" has the meaning given to that term in section ~~20~~21;

"**Stated Maturity Date**" has the meaning given to that term in section 20;

"**Monitor**" means FTI Consulting Canada Inc., as the court-appointed monitor of the Borrowers and Nunavut Iron Ore Mines, Inc.;

"**Obligors**" has the meaning given to that term in section 5;

~~"~~"**Permitted Liens**~~"~~" means (i) the Permitted Priority Liens; (ii) the DIP Charge; (iii) any charges created under the Initial Order or other Court order subsequent and subordinated in priority to the DIP Charge; (iv) Encumbrances existing prior to the ~~filing date~~Filing Date which are subordinate to the DIP Charge; (v) inchoate statutory ~~Encumbrances~~Liens arising after the ~~filing date~~Filing Date in respect of any accounts payable arising after the ~~filing date~~Filing Date in the ordinary course of business; and (vi) ~~miner's~~miner's liens incurred in the ordinary course of business~~; and (vii) Liens in the ordinary course of the business in relation to obligations that do not secured Indebtedness;~~.

~~"~~"**Permitted Priority Liens**~~"~~" means (i) the Priority Charges; (ii) any Encumbrance in respect of amounts payable by the Borrowers for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by applicable Law and only to the extent that the priority of such amounts has not been

subordinated to the DIP Charge granted by the Court; and (iii) such other Encumbrances existing as of the Filing Date that have not been subordinated to the DIP Charge granted by the Court.

""**Permitted Variance**"" means, for each Testing Period, ~~a variance of not more than 10% relative to the aggregate net cash flow on a~~variances in actual receipts and disbursements in amounts such that (a) (i) actual receipts are not less than 90% of projected receipts for (1) such Testing Period and (2) the cumulative ~~basis~~period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period; ~~provided that for the purposes of determining any net cash flow~~(ii) actual disbursements are not more than 110% of projected disbursements for (1) such Testing Period and (2) the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period, and (b) to the extent any Approved Cash Flow Forecast specifies a lower permitted variance amount (which may be 0%) with respect to a specific disbursement line item, actual disbursements during the applicable Testing Period for such disbursement line item are not higher, on a percentage basis as compared to projected disbursements for such disbursement line item during such Testing Period, than such specified variance amount. For purposes of measuring the foregoing variances, the fees, costs, and expenses payable to the Monitor~~,~~ and its advisors and the advisors of the Obligors, as well as the DIP ~~Lenders, the DIP Agent, the Fronting Lender or their respective advisors~~Lender Expenses, shall be excluded from ~~such net cash flow;~~disbursements. No amounts disbursed (x) in violation of any provision of this Agreement or (y) for a purpose which is not included in any line item in the Approved Cash Flow Forecast for the applicable Testing Period shall constitute Permitted Variances regardless of whether the other tests set forth in this definition have been satisfied.

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee;

""**Pre-Approved Steensby CapEx**~~" means ■;~~" means capital expenditures in connection with (a) the Steensby Expansion in an aggregate amount not to exceed $20 million and (b) exploration costs not to exceed $10 million.

"**Priority Charges**" has the meaning given to that term in section 17;

"**Priority Payables**" means HST, all sales Tax and any amount payable or accrued by a Borrower which is secured by an Encumbrance which ranks or is capable of ranking prior to or *pari passu* with the Encumbrances created in connection with the DIP Charge (other than the Priority Charges) including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, construction trusts or construction liens, and

other statutory or other claims that have or may have priority over, or rank *pari passu* with, the Encumbrances created in connection with the DIP Charge;

~~"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;~~

"**Prohibited Payments**" means any payment or satisfaction of any claim on account of (i) obligations owed (or which satisfaction of which would result in payment to) any direct or indirect beneficial owner of equity interests in any Obligor, including under any royalty agreement; (ii) any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type, except between Obligors; and (iii) obligations incurred prior to the Filing Date unless otherwise approved by the Monitor and the Court;

"**Related Fund**" means, with respect to any Lender that is an investment fund, any other entity that is managed or advised by such DIP Lender or the same investment advisor as such DIP Lender or by an Affiliate of such investment advisor;

~~"~~"**Required DIP Lenders**~~"~~" means, as of any time of determination, DIP Lenders holding more than 50% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time;

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;

~~"~~"**Royalty Agreements**~~"~~" means, collectively, (i) the royalty agreement entered into among the Borrowers, 15877580 Canada Inc., ArcelorMittal Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc. dated March 25, 2024 and (ii) the royalty agreement entered into among the Borrowers, 16572367 Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc.;

"**Second Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the Required DIP Lenders and obtained on application made on notice to the service list in the CCAA Proceeding and to such Persons as the Required DIP Lenders and Obligors determine, acting reasonably, among other things, amending and restating the Amended and Restated Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;

~~"~~"**Senior Agents**~~"~~" means, collectively, Alter Domus (US) LLC, as administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, under the Senior Credit Agreement;

""**Senior Credit Agreement**"" means that certain revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated May 27, 2025 and the sixth amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto, the Senior Lenders and the Senior Agents;

""**Senior Lenders**"" means the lenders under the Senior Credit Agreement;

""**Senior Secured Notes**"" means the senior secured notes issued under the Indenture;

"**SISP**" has the meaning given to that term in section 2627;

"**SISP Milestones**" has the meaning given to that term in section 2627;

"**SPC**" means, with respect to any Lender, any special purpose vehicle identified in writing from time to time to the Administrative Agent and the Borrower that is formed for the purpose of providing all or any portion of the DIP Facility that such Lender would otherwise be obligated to make pursuant to this Agreement.

""**Stated Maturity Date**"" has the meaning given to that term in section 20; 21 hereof.

""**Steensby Expansion**"" has the meaning given to that term in section 1424;

""**Subsequent Advance**"" has the meaning given to that term in section 8;

"**Supermajority DIP Lender Budget Consent Right**" has the meaning given to that term in section 14;

""**Supermajority DIP Lenders**"" means, as of any time of determination, DIP Lenders holding not less than 66.67% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time; provided that, at all times, "Supermajority DIP Lenders" must include at least three (3) DIP Lenders, which DIP Lenders are not affiliates of each other.

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums and assessments imposed by any Governmental Authority, including all interest, penalties, fines or additions to tax imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and

registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"**Updated Cash Flow**" has the meaning given to that term in section 14;

"~~"~~**Variance Report**~~"~~" means a report in a form satisfactory to the Required DIP Lenders and the Monitor acting reasonably setting forth for all Obligors (i) actual receipts and disbursements for the preceding ~~four-week period (each such period, a~~ Testing Period~~)~~ for each line item in the Approved Cash Flow Forecast for such ~~previous four-week period~~Testing Period, and (ii) actual receipts and disbursements on a cumulative basis since the beginning of the period covered by the then operative Approved Cash Flow Forecast, in each case as against the then operative Approved Cash Flow Forecast, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof in the then operative Approved Cash Flow Forecast. Each Variance Report shall include reasonably detailed explanations for any variances for either receipts or disbursements, in each case exceeding five percent (5%) of the Approved Cash Flow Forecast for each line item in the Approved Cash Flow Forecast and all items on a cumulative basis during the relevant period; and

"**Withholding Taxes**" has the meaning given to that term in section ~~29~~30.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

BORROWERS:

BAFFINLAND IRON MINES CORPORATION

by _____

BAFFINLAND IRON MINES LP, **by its general partner, BAFFINLAND IRON MINES CORPORATION**

by _____

GUARANTORS:

NUNAVUT IRON ORE, INC.

by _____

12334992 CANADA INC.

by _____

SCHEDULE A

DIP FACILITY COMMITMENTS

DIP Lender	DIP Commitment	Notice Information
Brigade Capital Management, LP	$~~22,000,000~~30,000,000	
~~Citadel Advisors LLC~~	~~$8,000,000~~	
Polen Capital Credit, LLC	$45,000,000	
Opps XII BLIM Holdings, L.P.	$180,000,000	Oaktree Capital Management 555 South ~~Flor~~Flower Street, 36th Floor Los Angeles, CA 90071 Attention: David Nicoll Email: dnicoll@oaktreecapital.com
Hartree Partners, LP	$45,000,000	Hartree Partners, LP 1185 Avenue of the Americas, New York, NY 10036 Attention: Scott Potolsky Email: HMFI-notices@hartreepartners.com CC: legalNY@hartreepartners.com
Total……	$300,000,000	

SCHEDULE B

APPROVED CASH FLOW FORECAST

SCHEDULE C

LOAN GUARANTY

(a) Each Guarantor hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the DIP Agent for the ratable benefit of the DIP Lenders and the other secured parties (the "**Guaranty**") the full and prompt payment, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the DIP Obligations (collectively the "**Guaranteed Obligations**"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Guarantor, unconditionally and irrevocably, promises to pay such indebtedness to the DIP Agent and/or the DIP Lenders or the other secured parties, on demand, together with any and all expenses which may be incurred by the DIP Agent and the DIP Lenders in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with this Agreement.

(b) Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the DIP Agent or any DIP Lender to sue any Borrower, any other Guarantor or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any collateral securing all or any part of the Guaranteed Obligations. The DIP Agent may enforce this Loan Guaranty upon the occurrence and during the continuance of an Event of Default.

(c) No Discharge or Diminishment of Guaranty.

(i) Except as otherwise provided for herein, the obligations of each Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason, including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Obligated Party; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against any Obligated Party, the DIP Agent, any DIP Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a Guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the Borrowers or (ix) any payment made to the DIP Agent or any DIP Lender on the Guaranteed Obligations which any such DIP Agent or DIP Lender repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(ii) Except for termination of a Guarantor's obligations hereunder, the obligations of each Guarantor hereunder are not subject to any defense (other than defense of payment resulting in a payment in full in cash of the Guaranteed Obligations) or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(iii) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the DIP Agent or any DIP Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other Guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the DIP Agent or any DIP Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(d) Defenses Waived. To the fullest extent permitted by applicable law and except for termination of a Guarantor's obligations hereunder, each Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Guarantor or arising out of the disability of the Borrowers or any other Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Guarantor. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurrence of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right to require the DIP Agent or any DIP Lender to (i) proceed against any Borrower, any other Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other Guarantor or any other party or (iii) pursue any other remedy in any DIP Agent's or DIP Lenders' power whatsoever. The DIP Agent may, at its election, foreclose on any collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, and the DIP Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Guarantor under this Guaranty. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Obligated Party or any security.

(e) Authorization. The Guarantors authorize the DIP Agent and the DIP Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time, to:

(i) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(ii) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(iii) exercise or refrain from exercising any rights against any Obligor or others or otherwise act or refrain from acting;

(iv) release or substitute any one or more endorsers, Guarantors, or the Borrowers, or other obligors;

(v) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the DIP Agent or DIP Lenders;

(vi) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the DIP Agent or DIP Lenders regardless of what liability or liabilities of the Borrowers remain unpaid;

(vii) consent to or waive any breach of, or any act, omission or default under, this Agreement or any of the instruments or agreements referred to herein, or otherwise amend, modify or supplement this Agreement or any related documents or other such instruments or agreements; and/or

(viii) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Guarantors from their respective liabilities under this Loan Guaranty.

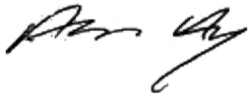
(f) Rights of Subrogation. Any indebtedness of the Borrowers now or hereafter owing to any Guarantor is hereby subordinated to the Obligations owing to the DIP Agent and the DIP Lenders; and if the DIP Agent so requests at a time when an Event of Default exists, all such indebtedness of the Borrowers to such Guarantor shall be collected, enforced and received by such Guarantor for the benefit of the DIP Agent and the DIP Lenders and be paid over to the DIP Agent on behalf of the DIP Lenders on account of the Guaranteed Obligations, but without affecting or impairing in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(g) Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the

insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Guarantors forthwith on demand by the DIP Agent.

(h) Liability Cumulative. The liability of each Guarantor under this Loan Guaranty is in addition to and shall be cumulative with all liabilities of such Guarantor to the DIP Agent and the DIP Lenders under this Agreement and any related documents to which such Guarantor is a party or in respect of any obligations or liabilities of the other Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

This is Exhibit "**J**" referred to in the Affidavit of Joshua Gordon, affirmed June 4, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

From: "Farr, Sierra" <sfarr@osler.com>
Date: June 1, 2026 at 9:46:50 PM EDT
To: rschwill@dwpv.com, nrenner@dwpv.com, rnicholls@dwpv.com, smonahan@dwpv.com, ABarnes@dwpv.com, greg.watson@fticonsulting.com, Jeffrey.Rosenberg@fticonsulting.com, nate.fennema@fticonsulting.com, mkonyukhova@stikeman.com, pyang@stikeman.com, bketwaroo@stikeman.com, "Jacobs, Ryan" <rjacobs@cassels.com>, "Pinos, Timothy" <tpinos@cassels.com>, "Wunder, Michael" <mwunder@cassels.com>, "Levine, Natalie" <nlevine@cassels.com>, evan.cobb@nortonrosefulbright.com, lwilliams@mccarthy.ca, abowron@mccarthy.ca, tcourtis@mccarthy.ca, rchadwick@goodmans.ca, cdescours@goodmans.ca, jlinde@goodmans.ca, gillp@bennettjones.com, zweigs@bennettjones.com, lamatogauci@millerthomson.com, pcorney@millerthomson.com, cshefman@oktlaw.com, cbesant@grllp.com, rwinterstein@grllp.com, mlauricella@grllp.com, iyoo@grllp.com, john.salmas@dentons.com, kenneth.kraft@dentons.com, l.fraser-richardson@dentons.com, kgwynne@reedsmith.com, jangelo@reedsmith.com, linc.rogers@blakes.com, markus.viirland@blakes.com, kevin.wu@blakes.com, SBabe@blg.com, NHollard@blg.com, RYehia@blg.com, Ken.Rosenberg@paliareroland.com, max.starnino@paliareroland.com, joshua.hearn@paliareroland.com, hmeredith@mccarthy.ca, stanvir@mccarthy.ca, chris.burr@blakes.com, dbish@torys.com, mnoel@torys.com, vdare@foglers.com, rthornton@tgf.ca, dharland@tgf.ca, ssrikaruna@tgf.ca, curtis.stewart@wscc.nt.ca, aryo.shalviri@blakes.com, gphoenix@ln.law, shamraz@ln.law, DSmith@blg.com, JFontaine@blg.com, rlaity@blg.com, ryan.baxter@mcinnescooper.com, peter.rogers@mcinnescooper.com, MGrossell@tgf.ca, rohare@tgf.ca, Margaret.ryan@arcelormittal.com, Mark.Turner@cibc.com, Doug.Raymont@cat.com, torbankruptcy@justice.gc.ca, AGC-PGC.Toronto-Tax-Fiscal@justice.gc.ca, Kevin.Dias@justice.gc.ca, dtermorshuizen@leasedirect.com, minglis@docucomm.ca, service.attorneygeneral@gov.nu.ca, mollie.johnson@ec.gc.ca, Tony.mamone@epiroc.com, insolvency.unit@ontario.ca, vineet.Mehra@irh.ae, Quinn.Roussel@macquarie.com, DEvyagotailak1@gov.nu.ca, jgroves@qia.ca, lland@oktlaw.com, olivier.jacques@groupegilbert.com, RTanuyak@gov.nu.ca, MAPaiement@wajax.com, jprovenzano@wilmingtontrust.com, bkrueger@wilmingtontrust.com, mpollio@goodwin.com, pni@wanxiang.com, jraymond@emgtx.com, rocco.fabiano@scotiabank.com, justinl.mitges@scotiabank.com, stephen.macneil@scotiabank.com, jowdat.waheed@nio.baffinland.com, bruce.walter@wwmines.com, jcalvert@emgtx.com, herrington.bruce@sourceatlantic.ca, kerwin.yee@claretmgmt.com, apillay@mathewsdinsdale.com, madeleind@wabash.ca
Cc: "Wasserman, Marc" <MWasserman@osler.com>, "De Lellis, Michael" <MDeLellis@osler.com>, "Dacks, Jeremy" <JDacks@osler.com>, "Dick, Marleigh" <mdick@osler.com>, "Muller, Ben" <bmuller@osler.com>, "Stewart, Megan" <mstewart@osler.com>
Subject: Nunavut Iron Ore, Inc. et al – Court File No. CL-26-00000219-0000

CAUTION: External Email

To The Service List:

We are counsel to the Monitor, FTI Consulting Canada Inc., in respect of the above-noted matter.

In accordance with the Endorsement of the Court dated May 25, 2026, counsel for the Monitor contacted the Court to discuss the June 3rd hearing. In light of the status of the DIP Solicitation Process and the fact that the Stay of Proceedings currently expires on June 5, 2026, counsel to the Monitor advised the Court of its view that the date of the hearing should be changed to Friday, June 5, 2026.

The Court has advised the Monitor that the next hearing in this matter will now be held at 11:00 am on June 5, 2026, in person before Justice Steele in a hybrid courtroom.

We will provide the location of the courtroom prior to the hearing.

Regards,
Sierra

OSLER

Sierra Farr
Associate
416.862.6499 | sfarr@osler.com
Osler, Hoskin & Harcourt LLP | osler.com

This is Exhibit "**K**" referred to in the Affidavit of Joshua Gordon, affirmed June 4, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

From: "Pinos, Timothy"
Date: June 2, 2026 at 8:05:59 AM EDT
To: "Renner, Natalie" , rschwill@dwpv.com, mwasserman@osler.com, Jeffrey Rosenberg , "Watson, Greg"
Cc: Maria Konyukhova , Dan Murdoch , "Jacobs, Ryan" , "Merskey, Alan" , "Dizengoff, Ira" , "Lahaie, Meredith"
Subject: Baffinland CCAA Proceeding [IMAN-LEGAL.FID6977589]

We write as counsel to the Ad Hoc Committee of Senior Secured Noteholders.
Further to Ms. Farr's email of 9:47 pm last night please advise when parties can expect to receive motion material. Further, we request a meeting this morning with the Monitor, its counsel and the Company's counsel. Please advise of a proposed time.
It will be impossible for any party opposing the relief sought on Friday to meaningfully respond to the motion, and exercise their rights to file evidence, cross-examine, and file a factum. The rescheduling from Wednesday to Friday is mere window-dressing that will not mitigate the denial of natural justice that will occur. In the event that our clients oppose the motion (which they have not seen), we will be taking the position that the motion cannot be entertained on Friday at all.
We ask that in any event, you provide blacklines comparing the term sheet for the proposed DIP provider to each of (a) the original DIP solicitation term sheet circulated by the Company; and (b) the DIP term sheet submitted by the proposed DIP provider on Saturday afternoon.
Our clients are deeply disappointed by the complete lack of any communication or engagement from the company and monitor since the Ad Hoc Committee submitted their binding and actionable joint DIP financing commitment with the first secured creditors on Saturday. The Ad Hoc Committee reserves all of its rights including opposition to any priming financing on a non-consensual basis.
We look forward to hearing from you.

Cassels

TIMOTHY PINOS
Partner
t: +1 416 869 5784
e: tpinos@cassels.com

Cassels Brock & Blackwell LLP | cassels.com
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, ON M5H 0B4 Canada

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, and 12334992 CANADA INC.

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF JOSHUA GORDON
(SWORN JUNE 4, 2026)

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Timothy Pinos LSO #: 20027U
Tel: 416.869.5784
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amerskey@cassels.com

Ryan Jacobs LSO #: 59510J
Tel: 416.860.6465
rjacobs@cassels.com

Lawyers for the Ad Hoc Committee of Senior Secured Noteholders

Tab 3

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, AND 12334992 CANADA INC.

Applicants

AFFIDAVIT OF JOSHUA GORDON
(Sworn June 9, 2026)

I, Joshua Gordon, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY**:

1. I am an associate in the restructuring and insolvency group at the law firm Cassels Brock & Blackwell LLP ("**Cassels**"). Cassels is counsel to the Ad Hoc Committee (the "**Ad Hoc Committee**"), being the holders of approximately 70% of the outstanding 8.750% senior secured notes of Baffinland Iron Mines Corporation and Baffinland Iron Mines LP ("**BIM LP**" and together with the Applicants, the "**Debtors**"). I am a member of the Cassels team representing the Ad Hoc Committee in connection with the Applicants' proceedings under the *Companies' Creditors Arrangement Act*. As such, I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

2. Attached as **Exhibit "A"** is an email dated June 7, 2026 from Brittney Ketwaroo of Stikeman Elliott LLP ("**Stikeman**"), counsel to Oaktree Capital Management, L.P. and Hartree Partners, LP (together, the "**First Secured Lenders**" and together with the Ad Hoc Committee, the "**Senior Secured Lenders**"), to the Monitor and its counsel, Osler, Hoskin & Harcourt LLP

("**Osler**"), and counsel to the Debtors, attaching a letter dated June 6, 2026 to the Monitor, enclosing a list of questions directed to the Monitor and the Debtors (the "**June 6 Letter**").

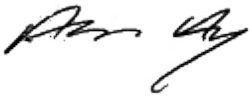
3. Attached as **Exhibit "B"** is an email dated June 8, 2026 from Ben Muller of Osler to Maria Konyukhova of Stikeman, attaching a letter containing the Monitor's responses to the inquiries raised in the June 6 Letter.

4. Attached as **Exhibit "C"** is an email dated June 8, 2026 from Ryan Jacobs of Cassels to the Monitor and Osler, attaching a cost comparison analysis prepared by the Ad Hoc Committee's financial advisor, Houlihan Lokey. Included in Exhibit "C" to this affidavit is a revised version of such analysis (in place of the version circulated with the email), which removes branding and confidentiality headers for clarity.

5. Attached as **Exhibit "D"** is an email chain comprised of two emails from June 9, 2026 from Maria Konyukhova of Stikeman to the Debtors' counsel, the Monitor and Osler, attaching a letter dated June 9, 2026, enclosing, among other things, (i) a revised form of DIP term sheet on behalf of the Senior Secured Lenders and (ii) the Secured Creditor Protections (as defined in the June 9 letter).

6. Attached as **Exhibit "E"** is an email dated June 9, 2026 from Ryan Jacobs of Cassels to the Debtors' counsel, requesting Know Your Customer (KYC) information of the Debtors', for the proposed fronting lender of the Senior Secured Lenders' DIP.

SWORN BEFORE ME by video conference on this 9th day of June, 2026. The affiant and I were both located at the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

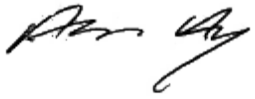


Commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

JOSHUA GORDON

This is Exhibit "**A**" referred to in the Affidavit of Joshua Gordon, affirmed June 9, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

Gordon, Joshua

Subject: FW: Letter from M. Konyukhova
Attachments: Letter dated June 6 2026.pdf

From: Brittney Ketwaroo <bketwaroo@stikeman.com>
Sent: Sunday, June 07, 2026 10:19 PM
To: mwasserman@osler.com; mdelellis@osler.com; greg.watson@fticonsulting.com; jeffrey.rosenberg@fticonsulting.com; rschwill@dwpv.com; nrenner@dwpv.com
Cc: Maria Konyukhova <mkonyukhova@stikeman.com>; Dan Murdoch <dmurdoch@stikeman.com>; idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com; nethridge@akingump.com; Jacobs, Ryan <rjacobs@cassels.com>; Wunder, Michael <mwunder@cassels.com>; Logan Copen <lcopen@stikeman.com>; Brian Bolin (bbolin@paulweiss.com) <bbolin@paulweiss.com>; Graham, Joe <jgraham@paulweiss.com>
Subject: Letter from M. Konyukhova

CAUTION: External Email

Good Evening,

We are resending the letter sent yesterday at 8:34 PM as it previously stated, in error, that it was sent without prejudice.

Thank you,

Brittney Ketwaroo (She/Her)

Direct: +1 416 869 5524
Cell: +1 437 351 6192
Email: bketwaroo@stikeman.com

Follow us: LinkedIn / X / stikeman.com

Stikeman Elliott LLP Barristers & Solicitors

199 Bay Street, Suite 5300, Commerce Court West, Toronto, ON M5L 1B9 Canada

This email is confidential and may contain privileged information. If you are not an intended recipient, please delete this email and notify us immediately. Any unauthorized use or disclosure is prohibited.

Stikeman Elliott

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Barristers & Solicitors
199 Bay Street
Suite 5300, Commerce Court West
Toronto, ON M5L 1B9
Canada

Main: 416 869 5500
Fax: 416 947 0866
www.stikeman.com

Maria Konyukhova
Direct: +1 416 869 5230
Mobile: +1 416 319 1632
mkonyukhova@stikeman.com

June 6, 2026

By Email

mwasserman@osler.com;
mdelellis@osler.com;
greg.watson@fticonsulting.com;
jeffrey.rosenberg@fticonsulting.com;
rschwill@dwpv.com; and
nrenner@dwpv.com

Osler, Hoskin & Harcourt LLP
Counsel to the Monitor
100 King Street West, Suite 6200
Toronto, Ontario M5X 1B8

and

FTI Consulting Canada Inc.
In its capacity as Monitor
TD South Tower
79 Wellington Street West, Suite 2010
Toronto, Ontario M5K 1G8

and

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, Ontario M5V 3J7

Attention: Marc Wasserman and Michael De Lellis, Greg Watson, Jeffrey Rosenberg, Robin Schwill and Natalie Renner

Dear Sirs and Mesdames:

Re: In the Matter of a Plan of Compromise or Arrangement of Nunavut Iron Ore, Inc. Baffinland Iron Mines Corporation, and 12334992 Canada Inc. (collectively, the "Debtors" or "Company", and together with Baffinland Iron Mines LP, "BIM" or the "Company", with the proceedings being the "CCAA Proceedings")

As you are aware, we are counsel to Oaktree Capital Management, L.P. and Hartree Partners, LP (collectively, the **"First Secured Lenders",** and together with the ad hoc committee of holders of the 8.750% senior secured notes due 2026, the **"Senior Secured Lenders").**

We thank the Monitor and the Company for their cooperation in working with the Senior Secured Lenders on the terms for adjournment of the Company's DIP financing approval motion as described to the Court on June 5. The Senior Secured Lenders' immediate priority now is to understand the impact over the next 4 weeks on the Senior Secured Lenders of the priming DIP financing proposed to be provided by His Majesty in Right of Canada, as represented by Export Development Canada (the "**Third Party DIP Lender**"). It the position of the Senior Secured Lenders that any bridge financing advanced should maintain the status quo while contested matters are properly determined.

In that regard, we set out below a preliminary set of questions directed to the Monitor and the Company to assist the parties in evaluating the relief sought. Some of the questions included arise from our June 1, 2026, correspondence (which remain outstanding), while others address additional questions arising from the Second Monitor's Report and the Applicants' Motion Record dated June 3, 2026.

These questions are not in lieu of cross-examination of Ms. Celeste van Tonder. Furthermore, the Senior Secured Lenders reserve the right to supplement the below list of questions as we continue to review and consider the materials filed by the Company and the Monitor. The Senior Secured Lenders also reserve all rights to pose additional questions in connection with the litigation on the full DIP facility approval tentatively scheduled for June 30, 2026.

We respectfully request that the Monitor and the Company provide responses to the below questions on a **rolling basis over the weekend of June 6–7, 2026**, with all responses to be received no later than **Monday, June 8, 2026 at 12:00 p.m. (Toronto time)**, so that all parties may be in a position to meaningfully engage with the issues in advance of the June 10 hearing. The Senior Secured Lenders intend to rely on any failure to respond to these questions at the hearing on June 10.

1. The Initial Cash Flow Forecast filed in these proceedings differs significantly from previous cash flow projections provided to the First Secured Lenders. For 2027 (a more normalized operating year), projected free cash flow decreased from positive $62.6 million to approximately negative $103.6 million. This is a clear example of significant inconsistencies and material deviations seen through budgeting activities of the Company. Please provide a detailed reconciliation explaining these significant variances, including each material line item that changed and the rationale for each adjustment, particularly with respect to the Interim DIP Period, including G&A spend, charter costs and capital expenditures

2. Please explain the key assumptions underlying the13-week Approved Cash Flow within the Second Monitor's Report ("**Cash Flow Forecast**"), including: (a) commodity price assumptions (iron ore price, grade adjustments, product mix and freight); (b) exchange rate assumptions (USD/CAD); and (c) production level assumptions (Mtpa shipped and sold);

3. Please provide a breakdown by firm of the professional fees budgeted in the 13-week Approved Cash Flow (or such other cash flow forecasts approved by the Third Party DIP Lender in connection with making an initial advance) detailing the budgeted costs for each firm including each of the firms acting for or in connection with the Third Party DIP Lender.

4. What is the total quantum of bridge financing required by the Debtors for the period from Wednesday, June 10, 2026, through June 30, 2026 (the "**Interim DIP Period**")? Please provide a detailed week-by-week breakdown of projected disbursements for this period, identifying which expenditures are non-discretionary versus discretionary.

5. The Cash Flow Forecast notes that it does not include amounts for a key employee retention or incentive plan ("**KERP**"). What is the estimated quantum and timing of payment of the KERP?

6. Significant amounts are proposed to flow out of the Company during the CCAA proceedings in respect of non-market and related party transactions, including: (i) Glencore's marketing fees (2% of price paid by end customers); (ii) the 8% discount to ArcelorMittal Sourcing S.C.A. in respect of its offtake arrangement; (iii) payments in respect of the Royalty Agreements (royalties of $0.50/dmt to EMG affiliates and ArcelorMittal affiliates); and (iv) operator fees to MRP LP (the "**EMG Operator**") equal to 2% of enumerated capital and operating costs. For each such arrangement, please advise:

   (a) What are the total amounts paid or projected to be paid on account of these agreements during the Interim DIP Period?

   (b) What actions are the Monitor and the Company taking during the Interim DIP Period to ensure these costs can be minimized during this CCAA period, or contracts replaced (ArcelorMittal Sourcing S.C.A.) i.e. benchmarking, market comparison, or independent assessment has been conducted to determine whether each arrangement reflects fair market value and arm's length terms?

   (c) Has the Monitor formed any view on whether continuation of these arrangements during the Interim DIP Period is in the best interests of the estate and stakeholders as a whole?

   (d) What is the total aggregate value flowing to related parties and insiders under these arrangements over the Approved Cash Flow period and projected duration of the Interim DIP Period?

   (e) Please provide copies of all independent valuations, fairness opinions, or market analyses obtained by the Company or the Monitor in respect of any related party or non-arm's length transaction.

   (f) Have any members of the Operating Committee participated in decisions regarding the continuation of the Royalty Agreements, the EMG Operator fees, or other arrangements that benefit the shareholders they represent?

7. What material contracts is the Company anticipating entering into or paying out during the Interim DIP Period? If so, please identify each such contract, the counterparty, the estimated value, and the nature of the obligation.

8. The proposed term sheet with the Third Party DIP Lender permits the Debtors to spend up to $10 million on exploration and $20 million on expansion before requiring Third Party DIP Lender consent. How much of these amounts is anticipated to be spent during the Interim DIP Period? Please provide a description of the nature of the expenditures in each category and any details on whether any claims, work in progress, or permits are at risk of being lost absent these expenditures.

9. Are there any staffing, operational readiness activities, or other associated costs envisioned during the Interim DIP Period, which relate to future activities which fall outside of the $20 and $10 million permitted expenditures noted above?

10. Please confirm the mine plan envisioned during the Interim DIP Period, with regards to stripping and waste rock. Can the operations team shift strategies following June 30th, or will the Company be too far progressed, and subject to lower/higher ongoing mining costs for the balance of the year as a result?
11. Please provide a detailed list of sea lift expenditures including purpose, use and whether for normal course Milne operations or growth/expansion.

12. Please detail any non-reoccurring spend during the Interim DIP Period.

Yours truly,

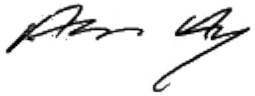
Stikeman Elliott LLP

Maria Konyukhova
Partner

MK/BK

cc: Paul, Weiss, Rifkind, Wharton & Garrison LLP, U.S. counsel to the First Secured Lenders
Cassels Brock & Blackwell LLP, Canadian counsel to the Ad Hoc Committee
Akin Gump Strauss Hauer & Feld LLP, U.S. counsel to the Ad Hoc Committee

This is Exhibit "**B**" referred to in the Affidavit of Joshua Gordon, affirmed June 9, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

Gordon, Joshua

Subject: FW: Letter from M. Konyukhova
Attachments: Project Canary - Letter of the Monitor dated June 8, 2026 (Response to June 6 Letter of First Secured Lenders).pdf

From: Muller, Ben <bmuller@osler.com>
Sent: Monday, June 08, 2026 12:36 PM
To: Maria Konyukhova <mkonyukhova@stikeman.com>
Cc: Wasserman, Marc <MWasserman@osler.com>; Dacks, Jeremy <JDacks@osler.com>; De Lellis, Michael <MDeLellis@osler.com>; Watson, Greg <greg.watson@fticonsulting.com>; Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>; Schwill, Robin <rschwill@dwpv.com>; Natalie Renner <nrenner@dwpv.com>; dmurdoch@stikeman.com; Brittney Ketwaroo <bketwaroo@stikeman.com>; Dizengoff, Ira <idizengoff@AkinGump.com>; Lahaie, Meredith <mlahaie@akingump.com>; lcharleston@akingump.com; nethridge@akingump.com; Jacobs, Ryan <rjacobs@cassels.com>; Wunder, Michael <mwunder@cassels.com>; lcopen@stikeman.com; bbolin@paulweiss.com; jgraham@paulweiss.com
Subject: RE: Letter from M. Konyukhova

CAUTION: External Email

Hi Maria,

Please see attached correspondence sent on behalf of Marc Wasserman, as of today's date.

Regards,
Ben

OSLER

Ben Muller
Associate
416.862.5923 | bmuller@osler.com
Osler, Hoskin & Harcourt LLP | osler.com

From: Brittney Ketwaroo <bketwaroo@stikeman.com>
Sent: Sunday, June 07, 2026 10:19 PM
To: Wasserman, Marc <MWasserman@osler.com>; De Lellis, Michael <MDeLellis@osler.com>; greg.watson@fticonsulting.com; jeffrey.rosenberg@fticonsulting.com; rschwill@dwpv.com; nrenner@dwpv.com
Cc: Maria Konyukhova <mkonyukhova@stikeman.com>; Dan Murdoch <dmurdoch@stikeman.com>; idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com; nethridge@akingump.com; Jacobs, Ryan <rjacobs@cassels.com>; Wunder, Michael <mwunder@cassels.com>; Logan Copen <lcopen@stikeman.com>; Brian Bolin (bbolin@paulweiss.com) <bbolin@paulweiss.com>; Graham, Joe <jgraham@paulweiss.com>
Subject: Letter from M. Konyukhova

Good Evening,

We are resending the letter sent yesterday at 8:34 PM as it previously stated, in error, that it was sent without prejudice.

Thank you,

Brittney Ketwaroo (She/Her)

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Stikeman Elliott

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OSLER

Toronto
Montréal
Calgary
Ottawa
Vancouver
New York

June 8, 2026

Marc S. Wasserman
Direct Dial: 416.862.4908
mwasserman@osler.com
Our Matter Number: 1281682

VIA EMAIL

Stikeman Elliott LLP
199 Bay Street
Suite 5300, Commerce Court West
Toronto, ON M5L 1B9

Attention: Maria Konyukhova
mkonyukhova@stikeman.com

Dear Madam:

Re: Proceedings of Nunavut Iron Ore, Inc., Baffinland Iron Mines Corporation and 12334992 Canada Inc. under the *Companies' Creditors Arrangement Act* (Court File No. CL-26-00000219-0000)

Thank you for your letter dated June 6, 2026 (the "**June 6 Letter**"). All capitalized terms used herein and not otherwise defined have the meanings ascribed to them in your June 6 Letter or the Second Monitor's Report, as applicable.

Even though written requests of the Monitor were not contemplated by the agreed upon terms of the adjournment of the June 5th motion to June 10th, and there are questions in the June 6 Letter that are not possible to answer by the deadline set out in the June 6 Letter, the Monitor, in consultation with the Company, has provided responses to the questions raised in the June 6 Letter where it is able to do so.

The Monitor notes that certain responses require additional investigation and input from, or further consultation with, the Company, the Company has limited capacity and is focusing its efforts on dealing with urgent supplier issues and running the business during the interim period until a DIP Facility is approved. We also note that the CFO is preparing for cross-examination. Nevertheless, the Monitor, in consultation with the Company, has provided responses to the questions as set out below and will revert in due course with respect to the remaining questions.

Below are the Monitor's responses to the questions raised in the June 6 Letter, which are set out in the same order as the questions were presented in the June 6 Letter.

1. The Company has provided numerous cash flow projections to the First Secured Lenders, and the June 6 Letter does not specify which of the previous cash flows you are referring to or would like a reconciliation against. Please provide a copy of, or specify which, previous cash flow projection is the subject of your inquiry. Once we receive that information, the Monitor will investigate the deviations and variances (if any) and provide a response. However, the Monitor has reviewed the 13-week Approved Cash Flow. For the longer projections prepared by the Company, the Monitor has reviewed the detailed 2026 forecasts. The 2027 forecast is based on 2026 and there is no incremental spend in the first half of 2027. The cash spend in 2027 will depend on the outcome of 2026, but it is expected that the sea lift expenditures will be consistent with what is reflected in the cash flows.

2. The 13-week Approved Cash Flow reflects the following assumptions:

   (a) Pricing: 95/110 iron ore pricing.

   (b) Exchange rate: USD/CAD rate of 1.38 as noted on the 13-week Approved Cash Flow.

   (c) Production: This question requires further time to prepare a response.

3. The Company, with the assistance of the Monitor, has estimated the professional fees included in the 13-week Approved Cash Flow in totality, as opposed to a firm-by-firm basis. Matters have moved quickly since the CCAA filing and the Monitor intends to refine its view as matters progress, as fees will depend in part on the litigation surrounding the proposed EDC DIP Facility.

4. The Monitor refers you to the 13-week Approved Cash Flow for the required financing for the week ending July 3, 2026. If you would like a further discussion on this cash flow, we would be happy to schedule a call to provide further information.

5. The timing and quantum of a KERP remains subject to further consideration.

6. There are no Glencore-related fees in the Interim DIP Period. There are no ArcelorMittal Sourcing S.C.A fees assumed in the Interim DIP Period. There are no Operator fees in the Interim DIP Period, however, there are reimbursement of expenses. There are no payments in respect of Royalty Agreements in the Interim DIP Period.

   (a) See answer above.

(b) The Monitor has not done any independent investigation to-date on the contracts listed in this question. The Monitor will take appropriate measures in due course to investigate any transaction that may be considered non-arm's length or non-fair market value in accordance with statutory requirements. The Monitor understands and appreciates that this is a pressing issue for stakeholders and will accelerate its review.

(c) See answer to (b), above.

(d) See answer to (a), above.

(e) The Monitor has not obtained any valuations, fairness opinions or market analyses. Please direct this question to the Company and let us know if further assistance from the Monitor is required on this point.

(f) The only decision that can be considered related to these matters that the Monitor has been involved in with the Operating Committee since the Filing Date is with respect to the approval of the EDC DIP Facility.

7. The major material contract that the Company has entered into since the Filing Date was the fuel supply contract with an affiliate of one of your clients. There are several contracts or purchase orders that will be executed in the coming weeks that are reflected in the disbursement line items in the 13-week Approved Cash Flow. If you have any questions about specific contracts based on your clients' familiarity with the business, please let us know.

8. This is consistent with the Excel spreadsheet that was shared with Houlihan Lokey, as financial advisor to the Ad Hoc Noteholder Group. The 13-week Approved Cash Flow sets out how much of the $10 million on exploration and $20 on Steensby are anticipated to be spent during the Interim DIP Period, being $2.9 million on exploration and $1.8 million on Steensby matters.

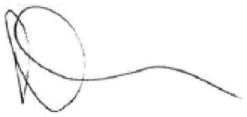
9. The Monitor does not understand this question. Could you please clarify?

10. The Company has advised the mine plan during the Interim DIP Period is the same as communicated during the DIP solicitation process. It is challenging for the Operations team to shift mine plan strategies in a short period of time. Mine plans are longer term development initiatives which involve equipment and workforce planning, amongst other things.

11. The Company has confirmed the sealift expenditures only include normal course supplies, consignment inventory, food supplies, and freight charges relating to fuel. There are no Steensby related costs.

12. The Monitor does not understand this question. Could you please clarify?

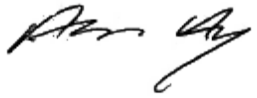
Yours truly,



Marc S. Wasserman
Partner
MW

c: Jeremy Dacks & Michael De Lellis, *Osler, Hoskin & Harcourt LLP*
Greg Watson & Jeffrey Rosenberg, *FTI Consulting Canada Inc.*
Robin Schwill & Natalie Renner, *Davies Ward Phillips & Vineberg LLP*
Brian Bolin & Joe Graham, *Paul, Weiss, Rifkind, Wharton & Garrison LLP*
Ryan Jacobs & Michael Wunder, *Cassels Brock & Blackwell LLP*
Ira Dizengoff, Meredith Lahaie, Lucas Charleston & Nell Ethridge, *Akin Gump Strauss Hauer & Feld LLP*

This is Exhibit "**C**" referred to in the Affidavit of Joshua Gordon, affirmed June 9, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

Gordon, Joshua

Subject: FW: Baffinland
Attachments: Baffinland - DIP Cost Comparison (2026.06.08_1325).pdf

From: Jacobs, Ryan
Sent: Monday, June 08, 2026 3:39 PM
To: greg.watson@fticonsulting.com; Jeffrey Rosenberg <jeffrey.rosenberg@fticonsulting.com>; mwasserman@osler.com; De Lellis, Michael <mdelellis@osler.com>
Cc: Wunder, Michael <mwunder@cassels.com>; Maria Konyukhova (mkonyukhova@stikeman.com) <mkonyukhova@stikeman.com>; Meredith Lahaie (mlahaie@akingump.com) <mlahaie@akingump.com>; Feintuch, Jason <JFeintuch@HL.com>; Cumming, David <DCumming@HL.com>
Subject: Baffinland

FTI/Osler teams,

We understand that the Monitor is preparing a summary of the two binding DIP financings available to the Company to be delivered to the Court. In that regard, we attach a cost comparison prepared by Houlihan Lokey as it relates to the two DIPs. We trust that the Monitor will consider this. Relatedly, and based on earlier comments from the Debtors, it appears the Debtors may not be fully appreciating the role of a fronting lender as it relates to the Senior Secured Lenders' DIP. As is customary now with many DIP financings in CCAA and Chapter 11, a fronting lender fronts the loans on behalf of multiple lenders, assumes the credit risk for the full loan and disperses funds to the Debtors before collecting any amounts from the lenders. Importantly, the use of a fronting lender does not increase the cost to the Debtors and fully addresses any risk that may be perceived relating to the joint and several structure of the DIP. If the Monitor has any questions about this, or would like clarification before it issues its summary, please reach out to us.

Thank you,

Ryan Jacobs
Cassels
O: 416.860.6465
C: 647.971.3407

DIP Proposal Comparisons

The below analysis highlights the implied cost of borrowing associated with the Senior Secured Lenders ("SSL") bridge relative to the Government DIP proposal

($ in mm)	Government Proposal	SSL Proposal	Delta
Interest Rate	**Citibank Prime Rate + 475**	**S+700**	**~0.60%**
Facility Amount	**$400**	**$300**	**$100**
Upfront Fee (Cash)	**2.0%**	**–**	**2.0%**
Upfront Fee (PIK)	**–**	**3.0%**	**(3.0%)**
Upfront Fee Amount ($)	*8.0*	*9.0*	*(1.0)*
Commitment (Unused) Fee	**1.5%**	**–**	**1.5%**
4 Week Cash Interest[(1)]	$0.9	$0.9	$0.1
13 Week Cash Interest	3.9	3.8	0.2
2026 Cash Interest	14.7	14.3	0.4
2027 Cash Interest	38.3	37.1	1.2
13 Week Total Cash Cost (incl. fees)	$12.8	$3.8	$9.1
2026 Total Cash Cost (incl. fees)	24.2	14.3	9.9
2027 Total Cash Cost (incl. fees)	39.3	37.1	2.2
Aggregate Total Cash Cost to Company	$63.5	$51.4	$12.1
Aggregate Total Non-Cash Cost to Company	–	9.0	(9.0)
Aggregate Total Cost to Company	**$63.5**	**$60.4**	**$3.1**

Note: Cash costs to Company include cash interest and upfront cash fees; non-cash costs to the Company include PIK fees
(1) Assumes $110mm outstanding on both DIPs for 4 weeks and no other cash or non-cash costs to the Company within the 4-week period from June 10th, 2026, to July 7th, 2026

This is Exhibit "**D**" referred to in the Affidavit of Joshua Gordon, affirmed June 9, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

Gordon, Joshua

Subject: FW: Baffinland - DIP proposal
Attachments: (Redline) DIP - Interim Bridge Financing -Concession List 151261194-v5 and 151261194-v6.pdf; Letter from M. Konyukhova Submitting Updated Joint DIP Proposal (June 9 2026)-with Ensclosures.pdf

---

From: Maria Konyukhova <mkonyukhova@stikeman.com>
Sent: Tuesday, June 09, 2026 12:10 PM
To: Wasserman, Marc <MWasserman@osler.com>; Dacks, Jeremy <JDacks@osler.com>; De Lellis, Michael <MDeLellis@osler.com>; Watson, Greg <greg.watson@fticonsulting.com>; Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>; Schwill, Robin <rschwill@dwpv.com>; Natalie Renner <nrenner@dwpv.com>
Cc: Dan Murdoch <dmurdoch@stikeman.com>; Brittney Ketwaroo <bketwaroo@stikeman.com>; Dizengoff, Ira <idizengoff@AkinGump.com>; Lahaie, Meredith <mlahaie@akingump.com>; lcharleston@akingump.com; nethridge@akingump.com; Jacobs, Ryan <rjacobs@cassels.com>; Wunder, Michael <mwunder@cassels.com>; Logan Copen <lcopen@stikeman.com>; bbolin@paulweiss.com; jgraham@paulweiss.com
Subject: RE: Baffinland - DIP proposal

CAUTION: External Email

Reattaching our prior correspondence which has an updated version of the Secured Creditor Protections list attached as a schedule. The earlier letter contained an unfinalized version of that list in error. A blackline to the version sent this morning is also attached for convenience. I confirm there are no other changes to the letter or any other attachments.

We remain available to discuss with the Company and the Monitor at your convenience.

Maria Konyukhova

Direct: +1 416 869 5230
Mobile: +1 416 319 1632
Email: mkonyukhova@stikeman.com

From: Maria Konyukhova
Sent: Tuesday, June 9, 2026 7:37 AM
To: Wasserman, Marc <MWasserman@osler.com>; Dacks, Jeremy <JDacks@osler.com>; De Lellis, Michael <MDeLellis@osler.com>; Watson, Greg <greg.watson@fticonsulting.com>; Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>; Schwill, Robin <rschwill@dwpv.com>; Natalie Renner <nrenner@dwpv.com>
Cc: Dan Murdoch <DMurdoch@stikeman.com>; Brittney Ketwaroo <BKetwaroo@stikeman.com>; Dizengoff, Ira <idizengoff@AkinGump.com>; Lahaie, Meredith <mlahaie@akingump.com>; lcharleston@akingump.com; nethridge@akingump.com; Jacobs, Ryan <rjacobs@cassels.com>; mwunder@cassels.com; Logan Copen <LCopen@stikeman.com>; bbolin@paulweiss.com; jgraham@paulweiss.com
Subject: Baffinland - DIP proposal

Please see attached correspondence.

Maria Konyukhova

Direct: +1 416 869 5230
Mobile: +1 416 319 1632
Email: mkonyukhova@stikeman.com

Stikeman Elliott LLP Barristers & Solicitors

199 Bay Street, Suite 5300, Commerce Court West, Toronto, ON M5L 1B9 Canada

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Maria Konyukhova
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mkonyukhova@stikeman.com

June 9, 2026

By Email: rschwill@dwpv.com; nrenner@dwpv.com; mwasserman@osler.com; mdelellis@osler.com; greg.watson@fticonsulting.com; and jeffrey.rosenberg@fticonsulting.com

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

and

Osler Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place
Suite 4600, P.O. Box 50
Toronto, ON M5X 1B8

and

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Robin Schwill, Natalie Renner, Marc Wasserman, Michael De Lellis, Greg Watson and Jeffrey Rosenberg

Dear Sirs and Mesdames:

Re: In the Matter of a Plan of Compromise or Arrangement of Nunavut Iron Ore, Inc. Baffinland Iron Mines Corporation, and 12334992 Canada Inc. (collectively, the "Applicants", and together with Baffinland Iron Mines LP, "BIM" or the "Company", with the proceedings being the "CCAA Proceedings")

As you know, we are counsel to Oaktree Capital Management, L.P. and Hartree Partners, LP (together, the "**First Secured Lenders**"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in our letter addressed to the Monitor dated May 30, 2026.

We are writing on behalf of the Senior Secured Lenders in connection with the motion scheduled for June 10, 2026 related to DIP financing (the "**June 10 Motion**").

As you know and as we previously stated, including in our letter addressed to the Monitor dated June 1,

2026, existing senior secured creditors of a debtor company are the preferred source of DIP financing. The Senior Secured Lenders (being collectively the First Secured Lenders and the ad hoc committee of holders of 8.750% senior secured notes due 2026 issued by Baffinland Iron Mines Corporation) have demonstrated and continue to demonstrate a willingness and a commitment to provide the Company with viable DIP financing to pursue a successful restructuring in the CCAA Proceedings.

As a result of that willingness and commitment, on May 30, 2026, the Senior Secured Lenders submitted a binding and actionable commitment for a $300 million DIP facility (the "**SSL DIP**"). As you know, in our submission, we expressly stated that the Senior Secured Lenders were prepared to negotiate certain covenants and conditions to funding that the Company has described (without clarification) as too restrictive. The Senior Secured Lenders were not provided with information regarding what terms of the SSL DIP were concerning to the Company until after the Company selected the DIP facility terms (the "**Third Party DIP**") provided by His Majesty in Right of Canada, as represented by Export Development Canada ("**EDC**")) and until after the Company served it materials at 12:12am on June 4, 2026.

As a result of this new information finally provided to the Senior Secured Lenders, they have revised the SSL DIP to address these issues. A revised, binding and actionable commitment is submitted herewith and includes, among other things, an immediate initial advance of $110 million to ensure that there is no risk that the Company will not have sufficient liquidity during the bridge period. We again invite the Company and the Monitor to engage with the Senior Secured Lenders if there are any terms in the revised binding SSL DIP that requires clarification.

In addition, and to ensure that the SSL DIP is entirely without prejudice to any other pre-filing secured creditors during the interim financing period, the Senior Secured Lenders agree to provide certain secured creditor protections (as detailed in the enclosed) to EDC should the SSL DIP be approved by the Court on the June 10 Motion ("**Secured Creditor Protections**").

These amendments to the SSL DIP together with the Secured Creditor Protections make the SSL DIP undeniably the DIP proposal that is least prejudicial to stakeholders and preserves the status quo. The SSL DIP is a superior offer to the Third Party DIP, including for the duration of the interim financing period for, among other things, the following reasons:

- It contains no exclusivity provisions unlike the Third Party DIP;
- There is no prohibition on hedging which will allow the Company to enter into value maximizing and protective hedging contracts;
- The cost of the SSL DIP is slightly lower, including for the period until June 30, as demonstrated by the analysis provided to the Monitor by counsel to the Ad Hoc Committee earlier today;
- The Senior Secured Lenders represent 100% of the first secured lenders of the Company and almost 90% of the Company's remaining secured creditors;
- The Senior Secured Lenders are offering appropriate protections to EDC as the remaining 10% secured lender.

In the circumstances, we would ask that the Monitor's report to the Court for the June 10 Motion, include the enclosures, being the revised SSL DIP and Secured Protections, and reflect these terms when comparing the two DIP financing options available to the Company.

We would also reiterate our position set out in our letter of May 30, 2026, that the revised SSL DIP should be accepted as the successful DIP under the DIP solicitation process. The Senior Secured Lenders remain

ready to move immediately upon acceptance and welcome the opportunity to work with all parties toward a successful restructuring.

The Senior Secured Lenders reserve all of their rights regarding the DIP solicitation process and related matters, and to challenge, oppose, and seek to set aside any alternative DIP facility.

Yours truly,

Stikeman Elliott LLP

Maria Konyukhova

Maria Konyukhova
Partner

MK/PY

cc: Paul, Weiss, Rifkind, Wharton & Garrison LLP, U.S. counsel to the First Secured Lenders
Cassels Brock & Blackwell LLP, Canadian counsel to the AHG
Akin Gump Strauss Hauer & Feld LLP, U.S. counsel to the AHG

Encl.

DIP FACILITY LOAN AGREEMENT

DATED AS OF June ■, 2026

WHEREAS Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, the "**Borrowers**") have requested the DIP Lenders (defined below) to provide funding in order to assist with proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") that were commenced before the Ontario Superior Court of Justice – Commercial List (the "**Court**") in accordance with the terms and conditions set out herein (the "**CCAA Proceeding**");

AND WHEREAS the DIP Lenders have agreed to provide the DIP Facility (defined below) in accordance with the terms and conditions set out below.

NOW THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms:** A capitalized term not defined in the body of this Agreement has the meaning ascribed to it in the Definitions section below.

2. **Interpretation:** In this Agreement, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

   The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

   References in this Agreement to Sections or Schedules are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise.

3. **Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America.

4. **Borrowers:** Baffinland Iron Mines Corporation ("**BIM Corp**") and Baffinland Iron Mines LP ("**Baffin LP**" and, together with BIM Corp, the "**Borrowers**").

5. **Guarantors:** Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Guarantors**" and collectively with the Borrowers, the "**Obligors**").

6. **DIP Lenders:** The institutions described in Schedule A (on behalf of themselves and their affiliates and managed funds) hereby commit to provide the DIP Facility, on a several and not joint basis, in the respective amounts set forth adjacent to each such institution's name in Schedule A upon the

terms and conditions set forth in this Agreement (collectively, the **"DIP Lenders**").

An institution acceptable to the Required DIP Lenders shall act as administrative agent and as collateral agent for the DIP Facility (in such capacities, the "**DIP Agent**").

An institution acceptable to the Required DIP Lenders shall act as fronting lender (the "**Fronting Lender**") pursuant to which the Fronting Lender shall fund each Advance on behalf of the DIP Lenders and subsequently assign such funded DIP Loans to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each of the DIP Lenders. The Fronting Lender shall be a "DIP Lender" for all purposes herein so long as the Fronting Lender holds commitments in respect of the DIP Facility or any DIP Loans.

Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include the DIP Agent and the Fronting Lender as parties hereto and to, among other things, add customary agency provisions for the benefit of the DIP Agent and fronting lender provisions for the benefit of the Fronting Lender, in each case, that are acceptable to the Borrowers, the DIP Agent, the Required DIP Lenders and the Fronting Lender (solely with respect to the fronting lender provisions), in each case, acting reasonably.

7. **DIP Facility:** The DIP Lenders agree to establish in favour of the Borrowers a debtor-in-possession delayed draw term loan facility (the "**DIP Facility**" and, the loans thereunder, the "**DIP Loans**") in the principal amount equal to $300 million (the "**Loan Amount**"). No amount capitalized as principal hereunder shall reduce the availability of the full Loan Amount to the Borrowers.

8. **DIP Advances:** An initial advance under the DIP Facility in the aggregate principal amount of $110 million (the "**Initial Advance**") shall be made available to the Borrowers on the date that is one Business Day after the date of the Second Amended and Restated Initial Order, and no other advances shall be made during the four-week period following such Initial Advance (such period, the "**Bridge Period**"). The Initial Advance shall be advanced to the Borrowers subject to satisfaction of the Initial Advance Conditions. Interest shall accrue and be payable on the Initial Advance pursuant to the terms hereof.

Subsequent advances under the DIP Facility (each, a "**Subsequent Advance**") shall be made available to the Borrowers following the Bridge Period and subject to satisfaction, at the time of each Subsequent Advance, of the Subsequent Advance Conditions, and shall be deposited into the Borrowers' Account (defined below) every other week (or as otherwise agreed by the Borrowers and the Required DIP Lenders), with each Subsequent Advance being in an amount no less than $20 million, in each case subject to the satisfaction of the Subsequent Advance Conditions (as defined below). The sum of the Initial

Advance and the Subsequent Advances shall not exceed the Loan Amount. The timing and amount of each Subsequent Advance shall be determined based on the funding needs of the Borrowers as set forth in the Approved Cash Flow Forecast, and Subsequent Advances shall only be available and provided hereunder after the Borrowers have received the entirety of the Initial Advance.

Advances under the DIP Facility, other than the Initial Advance (each, an "**Advance**") require a written notice to be delivered to the DIP Agent and the DIP Lenders, at least three (3) Business Days prior to the requested date of the Advance, or such shorter period as may be agreed by the Required DIP Lenders in advance (each, an "**Advance Notice**"), which has been executed by an officer of the Borrowers setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; and (c) certification that the representations and warranties contained herein are true and correct in all material respects as of such date.

Each Advance, on behalf of and at the request of each of the DIP Lenders, shall be provided by and funded to the DIP Agent by the Fronting Lender and subsequently assigned to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each DIP Lender. The Fronting Lender shall deposit into the Borrowers' Account the amount requested by the Borrowers pursuant to the Advance Notice on the requested date of the Advance, net of all fees, costs and expenses to be paid in connection with such Advance pursuant to a funds direction to be delivered prior to the date of such Advance; provided that (x) with respect to the Initial Advance, the Initial Advance Conditions are satisfied as of such date and (y) with respect to each Advance after the Initial Advance, the applicable conditions described in this section 8 and the applicable Subsequent Advance Conditions are satisfied as of such date.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used solely by the Borrowers in accordance with the Approved Cash Flow Forecast, which shall include provision for payment, in all respects subject to and to the extent included in the Approved Cash Flow Forecast, of (i) the fees of the Monitor and its counsel and counsel for the Obligors, (ii) interest, fees (including the Commitment/Funding Fee) and other amounts owing to the DIP Lenders under this Agreement, (iii) DIP Lender Expenses and ordinary course payments for the Borrowers' working capital needs during the CCAA Proceeding, including, post-filing accounts payable in the ordinary course of the Business and Priority Payables and in respect of the pursuit of the SISP, (iv) royalty payments under each of the Royalty Agreements when due and payable under such Royalty Agreement; provided such Royalty Agreement is properly registered on title, and it has been determined by a court of competent jurisdiction in a final, non-appealable Order that royalty granted under such Royalty Agreement is a valid royalty at law and runs with the land but excluding, for the avoidance of doubt, any payments which are Prohibited Payments, (v) cash collateral required to support letters of credit issued by financial institutions, (vi) Pre-Approved

Steensby CapEx, and (vii) amounts payable under the Benefits Agreement. Without the prior written consent of the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), no proceeds may be used, and no expenditures shall be made, for any purpose that is not included in the Approved Cash Flow Forecast. The foregoing list is illustrative and shall be subject to, and not construed as superseding in any respect, the prohibitions on payments provided for in Section 26 hereof and the consent rights of the DIP Lenders with respect to the Approved Cash Flow Forecast.

10. **Assignment by the Borrowers:** The Borrowers shall not be permitted to assign their interests in this Agreement without the prior written consent of each DIP Lender.

11. **Evidence of Indebtedness:** The DIP Agent shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP Agent register constitutes, in the absence of manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP Lenders pursuant to the DIP Facility.

12. **Interest; Fees** All amounts owing by the Borrowers hereunder to the DIP Lenders on account of the principal, overdue interest and expenses shall bear interest at a rate per annum equal to Adjusted Term SOFR (which, for purposes of this Agreement, shall have the meaning given to such term in the Senior Credit Agreement, treating the DIP Loans as SOFR Loans thereunder and utilizing a one-month Interest Period as set forth below) plus 7.00%, payable entirely in cash on each Interest Payment Date (the "**Interest Rate**"). To the extent permitted by Law, effective upon the occurrence of and during the continuance of an Event of Default, all outstanding amounts owing to the DIP Lenders hereunder by the Borrowers on account of principal, overdue interest and expenses shall bear interest at the Interest Rate plus an additional 2% per annum (the Interest Rate, as increased, the "**Default Rate**").

All interest hereunder shall be computed on the basis of a year of 360 days and shall accrue and be calculated daily and payable in cash, monthly in arrears on the last Business Day of each month (each, an "**Interest Payment Date**"); provided that unless otherwise agreed by the Required DIP Lenders, interest accruing at the Default Rate shall be payable in cash on demand, both before and after demand and judgment.

In the case of an Advance, the first "**Interest Period**" shall commence on and include the date of such Advance and shall end on and exclude the next following Interest Payment Date. Thereafter, in the case of such Advance, the Interest Period shall commence on and include the Interest Payment Date and end on and exclude the next Interest Payment Date or the Maturity Date, whichever is earlier.

On the date which is 60 days following the date on which the Initial Advance is made, the Borrowers shall, solely to the extent the DIP Facility has not been repaid or refinanced in full in cash as of such date, pay a fee

(the "**Commitment/Funding Fee**") of 3.00% of the Loan Amount to the DIP Lenders on a pro rata basis, which such Commitment/Funding Fee shall be payable in kind and capitalized on the principal amount of the DIP Loans on such date.

The Commitment/Funding Fee shall constitute part of the DIP Obligations, shall be secured by the DIP Charge, and shall bear interest at the Interest Rate (or, after the occurrence and during the continuance of an Event of Default, the Default Rate).

The DIP Lenders hereby confirm that no additional fees will be accrued in the event of any amendment, consent, waiver or accommodations that the DIP Lenders may agree to provide, in their sole discretion, pursuant to the terms hereof, other than reasonable, documented, out-of-pocket expenses in connection with the implementation of such amendment, consent, waiver, or accommodation or additional interest and fees that accrue solely from any increase in the Loan Amount.

13. **Other Costs and Expenses:** The Borrower shall pay (either in cash or through Deemed Draws, as defined below) all reasonable and documented third-party out-of-pocket costs and expenses of the DIP Agent, each DIP Lender and the Fronting Lender for all due diligence and all reasonable and documented fees, out-of-pocket expenses and disbursements of advisors (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG), incurred in connection with the preparation, negotiation and consummation of this Agreement or any other Restructuring Transaction, the administration of the DIP Facility and participation in the CCAA Proceeding, including any reasonable and documented third-party costs and out-of-pocket expenses incurred by the DIP Agent, the DIP Lenders and the Fronting Lender in connection with the enforcement of any of the rights and remedies available hereunder or under the DIP Security (collectively, the "**DIP Lender Expenses**"). The DIP Lender Expenses shall form part of the DIP Obligations secured by the DIP Charge (as defined below). The Borrowers may, by providing notice to the DIP Lenders, opt to have DIP Lender Expenses paid directly by the applicable DIP Lender to its advisors, *provided* that any such payment by any DIP Lender to any such advisor will result in a dollar-for-dollar increase in the Loan Amount and in the principal amount outstanding under the DIP Facility owed to the applicable paying DIP Lender, effective as of the date of such payment (a "**Deemed Draw**").

14. **Approved Cash Flow Forecast:** Attached hereto as Schedule B is a detailed cash flow projection (the "**Initial Cash Flow Forecast**"), which is in form and substance satisfactory to the Required DIP Lenders and which may include, *inter alia*, provision for payments on account of any interest and expenses

which may be payable under the DIP Facility, rent and other occupancy costs, supplier payments, cash collateral required to support letters of credit issued by financial institutions, post-filing accounts payable in the ordinary course of the Business, Priority Payables, payments of amounts payable under the Royalty Agreements (provided such Royalty Agreement is properly registered on title, and it has been determined by a court of competent jurisdiction in a final, non-appealable Order that royalty granted under such Royalty Agreement is a valid royalty at law and runs with the land but excluding, for the avoidance of doubt, any payments which are Prohibited Payments) and the Benefits Agreement, and the costs and expenses associated with the CCAA Proceeding. The foregoing list is illustrative and shall be subject to, and not construed as superseding in any respect, the prohibitions on payments provided for in Section 26 hereof and the consent rights of the DIP Lenders with respect to the Approved Cash Flow Forecast.

The Borrowers, with the assistance of the Monitor, shall, from time to time as required by this Agreement, present the DIP Lenders with a revised cash flow forecast in a substantially similar form (the "**Updated Cash Flow Forecast**"). Upon the written approval of the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), the Updated Cash Flow Forecast shall thereafter be deemed to be the effective cash flow forecast (the "**Approved Cash Flow Forecast**") for the purposes hereof. Until such time as the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) approve an Updated Cash Flow Forecast, the prior Approved Cash Flow Forecast shall remain in effect, with disbursement lines in the Operating Disbursements section (each, an "**OpEx Cost**") set forth in the then applicable Initial Cash Flow Forecast or Approved Cash Flow Forecast, as applicable, being rolled forward at the end of the period covered by such prior Approved Cash Flow Forecast, and all other line items being limited to any unused portion of the amount set forth for such line item in the prior Approved Cash Flow Forecast. The DIP Lenders shall be under no obligation to approve any Updated Cash Flow Forecast notwithstanding any prior approval of any prior or then-current Approved Cash Flow Forecast, recognizing that if no such approval is given the then-prior Approved Cash Flow Forecast shall remain in effect subject to the foregoing limitations.

Notwithstanding any other provision of this Agreement, neither the DIP Agent nor the DIP Lenders shall be obligated to make any advance under the DIP Facility unless the Borrowers are in compliance with the Approved Cash Flow Forecast (which may, for the avoidance of doubt and in the event that a Subsequent Cash Flow Forecast is not approved as required hereunder, be the prior Approved Cash Flow Forecast subject to the limitations on rolling-forward set forth above).

The DIP Lenders agree to approve allocations in the Approved Cash Flow Forecasts in respect of capital expenditures for the Steensby Railway project and related financing process (the "**Steensby Expansion**") and exploration costs in an aggregate amount not to exceed the Pre-Approved Steensby CapEx amount. This obligation shall not require and shall not

be construed as requiring any approvals in any respect in excess thereof; *provided* that the DIP Lenders shall, subject to agreement with the Borrowers on the terms of the SISP, the views of their financial advisors, and further understanding regarding non-discretionary spending with respect to the Steensby Expansion and exploration costs, discuss with the Borrowers approving additional amounts to be allocated to the Steensby Expansion and exploration costs with such allocations to remain subject to the Required DIP Lenders' sole discretion (subject to the Supermajority DIP Lender Budget Consent Right); *provided*, *however*, that the DIP Lenders shall agree to approve additional capital expenditures in connection with the Steensby Expansion or any additional exploration costs at such time as the Borrowers have (i) obtained one or more bona fide, binding, irrevocable bids in the SISP that provide for (A) the repayment in full in cash of the DIP Facility and the obligations under the Senior Credit Agreement and the Senior Secured Notes on or prior to the closing of such sale transaction, and (B) the consent of such bidder(s) to pursue the Steensby Expansion and further exploration, with a plan for execution which is reasonably acceptable to the Required DIP Lenders; (ii) submitted to the DIP Lenders supporting plans including engineering, design and operations acceptable to the Required DIP Lenders; and (iii) liquidity which is reasonably acceptable to the Required DIP Lenders; *provided*, *however*, that the approval of the Supermajority DIP Lenders shall be required with respect to allocations of more than $95 million to the Steensby Expansion or exploration in any Updated Cash Flow Forecast (the "**Supermajority DIP Lender Budget Consent Right**").

15. **Conditions Precedent to the Initial Advance:**

The DIP Lenders' obligation to make the Initial Advance hereunder from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Initial Advance Conditions**"):

(a) the Court shall have issued the Second Amended and Restated Initial Order in form and substance satisfactory to the DIP Agent, the Required DIP Lenders and the Fronting Lender, acting reasonably, among other things:

(i) authorizing and approving this Agreement;

(ii) granting the DIP Charge and the priority of the DIP Charge contemplated in this Agreement;

(iii) granting a stay of proceedings until a date that is at least nine (9) weeks after the date of the Second Amended and Restated Initial Order; and

(iv) providing for provisional execution, or other protection satisfactory to the Required DIP Lenders, in respect of any and all Advances made and/or Liens and/or charges granted for the DIP Loans, including the DIP Charge;

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall

have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their sole discretion;

(b) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(c) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the Initial Advance;

(d) there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof; and

(e) the Obligors shall have delivered to the DIP Agent customary officer's certificates and authorizing directors' resolutions, in form and substance satisfactory to the Required DIP Lenders.

16. **Conditions Precedent to Subsequent Advances:** The DIP Lenders' agreement to make Subsequent Advances is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Subsequent Advance Conditions**"):

(a) the Second Amended and Restated Initial Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their reasonable discretion;

(b) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(c) all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender hereunder have been paid by the Borrowers in cash or via a Deemed Draw, or will be paid from the proceeds of the requested Advance on the date of the applicable Advance;

(d) there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(e) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance; and

(f) the Borrowers are in compliance with the Approved Cash Flow Forecast (subject to Permitted Variances) as of the date of the proposed Subsequent Advance (which may, for the avoidance of doubt and in the event that a Subsequent Cash Flow Forecast is not approved as required hereunder, be the prior Approved Cash Flow Forecast subject to the limitations on rolling-forward set forth in Section 14 above).

17. **DIP Charge:** All of the obligations of the Obligors under or in connection with the DIP Facility, including without limitation, all principal, interest, fees and DIP Lender Expenses (collectively, the "**DIP Obligations**"), shall be secured by a Court-ordered charge on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders (the "**DIP Charge**").

The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral other than (i) the administration charge not exceeding $5.0 million, (ii) the directors and officers charge not exceeding $20.4 million, and (iii) in respect of the Cash Collateral (as defined in the Amended and Restated Initial Order) (collectively, the "**Priority Charges**"), in each case unless otherwise consented by the Required DIP Lenders.

18. **DIP Security:** The Guarantors hereby guarantee in favour of the DIP Agent, for the benefit of the DIP Lenders, the payment and performance of the DIP Obligations of the Borrowers pursuant to the terms set forth in Schedule C hereto.

The DIP Lenders shall be permitted to request DIP Security (in form and substance reasonably satisfactory to the Required DIP Lender) from the Obligors at any time. The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders, subject to subordination only in respect of the Priority Charges and Priority Payables. For greater certainty, the delivery of DIP Security shall not be a condition precedent to the Initial Advance or any other advances of the Loan Amount as set out in sections 15 and 16.

19. **Hedging Program** The Borrowers will use best efforts to implement a hedging program, working in consultation with the DIP Lenders, to manage volatility and protect the cost position of the business including, without limitation, with respect to iron ore and fuel.

20. **Borrowers' Account:** Advances shall be deposited into a bank account to be designated by the Borrowers (the "**Borrowers' Account**") and utilized by the Borrowers in accordance with the terms of this Agreement. At the request of the DIP Lenders, the Borrowers shall put in place a blocked account agreement in favour of the DIP Agent (for the benefit of the DIP Lenders) thereon on such terms as are acceptable to the Required DIP Lenders, in their discretion. Any such blocked account agreement shall not impose a payment block unless the Required DIP Lenders (or the DIP Agent acting at the instruction of the Required DIP Lenders) provide instruction to impose such a block, which instruction may not be given unless an Event of Default has occurred and is continuing.

21. **Repayment and Maturity Date:** All DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following:

(a) conversion of the CCAA Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(b) the occurrence of an Event of Default and a demand for payment by the DIP Agent (at the request of the Required DIP Lenders) following such occurrence and the expiration of any applicable cure period if such Event of Default is continuing as of the date of such request, unless the Required DIP Lenders (or the DIP Agent acting at the direction of the Required DIP Lenders) shall have rescinded such demand for payment;

(c) the closing of a Restructuring Transaction or combination of Restructuring Transactions; or

(d) the date that is twelve (12) months after the granting of the Second Amended and Restated Initial Order, subject to the extensions set forth below (the "**Stated Maturity Date**")

(such earliest date, the "**Maturity Date**").

The Stated Maturity Date may be extended two times (without counting the Additional Extension, as defined below) by the Borrowers for up to three (3) months each time, provided that (i) the Borrowers deliver a written extension request to the DIP Agent not less than ten (10) days prior to the then applicable Stated Maturity Date, (ii) no Default or Event of Default exists on the then applicable Stated Maturity Date, (iii) the Borrowers shall have paid an extension fee (the "**Extension Fee**") on the date of each such extension equal to two percent (2%) of the DIP Loans outstanding at such time, payable in-kind on the date of such extension to the DIP Agent on behalf of the DIP Lenders on a pro rata basis and capitalized on the principal amount of the DIP Loans as of such date and (iv) the Borrowers shall have provided to the DIP Agent and the DIP Lenders an Updated Cash Flow Forecast as approved by the Monitor and which shall be in form and substance satisfactory to the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), through and including the date to which the Stated Maturity Date is extended; *provided* that if a binding offer has been obtained in the SISP which is acceptable to the Required DIP Lenders prior to the Maturity Date and at the time such an extension is sought, the Borrowers may, only once and subject to satisfaction of the requirements set forth in the foregoing provisos (i), (ii), and (iv), extend the Maturity Date for an additional three (3) months (the "**Additional Extension**") without paying an Extension Fee for such extension.

The DIP Lenders' commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be fully repaid no later than the Maturity Date, without the DIP Lenders being required to make demand upon the Borrowers or Guarantors or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable.

22. **Payments:** All payments of principal, interest and expenses hereunder, if applicable, shall be made for value in the full amount due at or before 12:00 noon on the day such amount is due by deposit or transfer thereof to the DIP Agent or as the DIP Lenders may direct. Payments received after such time shall

be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment. Each payment to be made by the Borrowers under this Agreement shall be made in full without deduction, set-off or counterclaim of any kind or for any reason. If any expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP Agent may, but shall have no duty to do so, pay all such expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility. Unless otherwise consented to in writing by the Required DIP Lenders, the net cash proceeds of any sale, realization or disposition of, or with respect to, any of the Collateral (including obsolete, excess or worn-out Collateral) out of the ordinary course of business (for greater certainty, net of transaction fees and applicable taxes in respect thereof), or any insurance proceeds (net of expenses incurred by the applicable Obligor in connection therewith, including transaction fees and applicable taxes in respect thereof) (each "**Net Proceeds**") paid to the Borrowers or Guarantors in respect of Collateral, shall be paid to the DIP Agent (for the benefit of the DIP Lenders) and applied to prepay the DIP Obligations (or, if no DIP Obligations are then outstanding, reduce the commitments of the DIP Lenders ratably) in an amount equal to the Net Proceeds of such sale, realization, disposition or insurance proceeds. Any such amount repaid may not be reborrowed.

Notwithstanding the foregoing, in lieu of such prepayment, the applicable Obligor shall be permitted to apply such Net Proceeds within 30 days after the receipt thereof by such Obligor to, or to contract to, repair or replace the affected Collateral, subject to such Obligor's written notice thereof to the DIP Lenders promptly following the sale, realization, disposition or casualty event in respect of insurance proceeds; *provided*, that any Net Proceeds shall be held in a segregated account until such time as they are utilized for repayment or reinvestment as permitted in this Section 22, and not otherwise disbursed.

23. **Indemnity; Limitation of Liability:**

The Obligors agree to indemnify and hold harmless the DIP Agent, the DIP Lenders, the Fronting Lender and their respective Affiliates, partners and officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or reasonable and documented third-party expenses of any kind or nature whatsoever which may be incurred by any of the Indemnified Persons (collectively, the "**Claims**") as a result of, in connection with or in any way related to the DIP Facility, the priority of the DIP Charge, the proposed or actual use of the proceeds of the DIP Facility or this Agreement; provided, however, that the Obligors shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any Claim (a) to the extent it resulted from the gross negligence, wilful misconduct, bad faith, or material breach of this Agreement of any Indemnified Person as finally

determined by a court of competent jurisdiction, or (b) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Obligors. Notwithstanding anything to the contrary herein, the indemnities granted under this Agreement shall survive any termination of the DIP Facility.

No party hereto shall be liable to any other party hereto for consequential, special, or punitive damages arising under this Agreement.

24. **Representations and Warranties:** Each Obligor represents and warrants to the DIP Agent and DIP Lenders, upon which the DIP Agent and each of the DIP Lenders has relied in entering into this Agreement that:

(a) such Obligor is validly formed and existing under the laws of its jurisdiction of incorporation or formation;

(b) such Obligor has the power and capacity to own or lease and operate its property, to carry on its business, and subject to Court approval of this Agreement, to enter into, execute, deliver and perform its obligations under this Agreement;

(c) such Obligor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Subject to the issuance of the Second Amended and Restated Initial Order and the terms thereof, no consent or authorization of, filing with, notice to or any other act by, or in respect of, any governmental authority or other person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity, or enforceability of this Agreement;

(d) this Agreement and the transactions contemplated by this Agreement:

(i) are within the powers of such Obligor and, subject to the granting of the Second Amended and Restated Initial Order, constitute legal, valid and binding obligations of such Obligor, enforceable against it in accordance with the terms hereof;

(ii) have been duly authorized, executed and delivered by or on behalf of such Obligor; and

(iii) subject to the granting of the Second Amended and Restated Initial Order, as applicable, do not and will not conflict with, contravene, violate or result in a breach of: (A) any of the terms or provisions of such Obligor's constating documents or by-laws, (B) any Material Contracts to which such Obligor is a party or pursuant to which any of its assets or property may be affected or (c) any applicable Law;

(e) The Business has been and will continue to be conducted in material compliance with all applicable Laws and Authorizations of each jurisdiction in which the Business has been or is being carried on subject to the provisions of the CCAA and any Court order made after the date of the Initial Order;

(f) such Obligor owns, leases or has the lawful right to use all of the material properties and undertaking necessary for the conduct of the business of such Obligor;

(g) such Obligor has obtained and/or maintained any material Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect, and no proceedings have been commenced to revoke or amend any such Authorizations;

(h) such Obligor does not have any defined benefit pension plans or similar plans and is in material compliance with all applicable Law respecting its employees' employment and all collective bargaining agreements to which it is a party or otherwise bound;

(i) such Obligor is current on its material post-filing payment obligations for rent and other occupancy costs and expenses in respect of any premises that it leases;

(j) all of such Obligor's material obligations (including fiduciary, funding, investment and administrative obligations, if any) required to be performed in connection with such Obligor's employee benefit plans have been performed on a timely basis;

(k) such Obligor has filed all Tax returns which were required to be filed and paid all Taxes (including interest and penalties) which are due and payable, except for charges, fees, or dues which are not material in amount or which are not delinquent or, if delinquent, are being contested in good faith if adequate reserves for payment of such obligations in the event that such contests are unsuccessful;

(l) such Obligor and each of its subsidiaries has good and valid title to, or legally binding property right in, or valid leasehold interests in, all material real property necessary or used in the ordinary conduct of its business, in each case free and clear of all Encumbrances other than Permitted Liens and except for minor defects in title as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the operations or financial condition of the Obligors taken as a whole;

(m) all information provided by or on behalf of such Obligor to the DIP Lenders, including with respect to the Steensby Expansion and the status of the SISP, for the purposes of or in connection with this Agreement or any transaction contemplated herein, is true and accurate in all material respects on the date as of which such information was provided, not incomplete and does not omit to state any fact necessary to make such information (taken as a whole) not materially misleading at such time, in light of the circumstances under which such information was provided;

(n) none of the Obligors owns or controls, directly or indirectly, any subsidiaries which are not Obligors;

(o) each Obligor maintains adequate insurance coverage, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contain reasonable coverage and scope;

(p) except for those defaults which are stayed by the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, or as disclosed to the DIP Lenders in writing on or after the date hereof, all Material Contracts are in full force and effect and are valid, binding and enforceable in accordance with their terms, and the Obligors do not have any knowledge of any default that has occurred and is continuing thereunder (other than those defaults arising as a result of or relating to the insolvency of the Obligors or any of their affiliates or the commencement of the CCAA Proceeding);

(q) except as disclosed to the DIP Lenders in writing on or after the date hereof, there are no agreements of any kind (i) between the Obligors and any other third party or any holder of debt or Equity Securities of the Obligors with respect to any Restructuring Transaction, which remain in force and effect as of the date hereof, or (ii) between the Borrowers and any related party;

(r) other than potential proceedings in connection with the Second Amended and Restated Initial Order to be sought by the Borrower, or this DIP Facility, or as stayed pursuant to the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, there is not now pending or, to the knowledge of any of the senior officers of the Obligors, threatened against the Obligors, nor has any Obligor received notice in respect of, any claim, potential claim, litigation, action, suit, arbitration or other proceeding by or before any court, tribunal, governmental entity or regulatory body, in each case that would reasonably be expected to be material and adverse to the Obligors, taken as a whole;

(s) each Obligor has maintained and paid current its material obligations, as applicable, for payroll, source deductions, harmonized, goods and services and retail sales tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations; and

(t) no Default or Event of Default has occurred and is continuing.

25. **Affirmative Covenants:** In addition to all other covenants and obligations contained herein, each Obligor agrees and covenants to perform and do each of the following until the DIP Facility is fully repaid or assigned with the written consent of the Required DIP Lenders:

(a) submit to the Court the Second Amended and Restated Initial Order, and any other Court orders which are being sought by the Obligors in a form confirmed in advance to be satisfactory to the

Required DIP Lenders subject to any amendments that are required by the Court that are acceptable to the Required DIP Lenders (acting reasonably);

(b) materially comply with the provisions of all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(c) use commercially reasonable efforts to allow each of the DIP Agent, DIP Lenders and their respective employees, agents, advisors and representatives access to all Collateral, information and documentation of the Obligors, to visit, inspect and conduct examinations of any of such Collateral, information and documentation (including any books and records) and discuss its business operations, properties and financial and other conditions with its officers, employees and independent public accountants, in each case, as may be reasonably requested by the DIP Agent or Required DIP Lenders, during normal business hours, in each case subject to applicable privacy laws and solicitor-client privilege; *provided* that visits to Nunavut by any of the foregoing parties shall be subject to such limitations as the Borrowers reasonably determine are necessary including due to cost, interference with operations, sealift, shipping season, and the SISP;

(d) preserve, renew, maintain and keep in full force its corporate existence and its material Authorizations required in respect of the Business or any of the Collateral;

(e) keep the DIP Lenders apprised on a timely basis of all material developments with respect to the Business and affairs of the Obligors, including with respect to updates regarding the CCAA Proceeding, the SISP, and the Steensby Expansion;

(f) conduct the Business and preserve, protect and maintain the Collateral in the ordinary course of Business and in all material respects in accordance with applicable Law and all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(g) except to the extent otherwise agreed by the DIP Lender (acting reasonably), preserve the Collateral and avoid any Encumbrance thereon;

(h) promptly notify the DIP Lenders of the occurrence of any Default or Event of Default;

(i) use the proceeds of the DIP Facility in a manner consistent with the restrictions set out herein and in all cases in accordance with the Approved Cash Flow Forecast (subject to Permitted Variances);

(j) duly and punctually pay or cause to be paid to the DIP Agent on behalf of the DIP Lenders all principal, interest, fees, and other amounts payable by it under this Agreement on the dates, at the places and in the amounts set forth herein;

(k) on or prior to 5:00 p.m. (Toronto time) on the Monday of every fourth calendar week beginning after the date of this Agreement (each, a "**Testing Period**"), the Obligors shall have delivered to the DIP Agent and DIP Lenders (x) an Updated Cash Flow Forecast and (y) a Variance Report;

(l) the Obligors shall have delivered to the DIP Lenders a business plan that is in form and substance satisfactory to the Required DIP Lenders, acting reasonably, by no later than September 30, 2026;

(m) at all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers in coverage and scope acceptable to the Required DIP Lenders, acting reasonably, and, if requested by the Required DIP Lenders, cause the DIP Agent to be listed as a loss payee or additional insured (as applicable) on such insurance policies and notify the DIP Lenders of any claims or losses exceeding $2,000,000. The Approved Cash Flow Forecast shall permit funding sufficient to pay the premiums in respect of such insurance;

(n) As soon as commercially reasonable but no later than July 15, 2026 (or such later date as may be agreed by the Borrowers and the Required DIP Lenders), the Obligors shall have entered into a key employee retention plan and/or a key employee incentive plan in form and substance acceptable to the Required DIP Lenders;

(o) provide the DIP Agent and the DIP Lenders (by email to their counsel being sufficient) with draft copies of, and the opportunity to comment on, all motions, applications, proposed Court orders and other materials or documents that the Obligors intend to file in the CCAA Proceeding at least two (2) Business Days prior to such filing or, where it is not practically possible to do so within such time, as soon as possible prior to the date on which such motion, application, proposed Court order or other material or document is served on the service list in respect of the CCAA Proceeding;

(p) promptly provide notice to the DIP Agent, the DIP Lenders and their counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory authority having jurisdiction over any Obligor, in each case which would reasonably be expected to have a material adverse effect on the Obligors' operations, business, or ability to perform under this Agreement and subject to any disclosure restrictions at Law or contained in any Court order or that, in the

opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process;

(q) take all commercially reasonable actions necessary or available to defend any Court orders in the CCAA Proceedings from any appeal, reversal, modifications, amendment, stay or vacating not expressly consented to in writing in advance by the Required DIP Lenders relating to the DIP Facility or the DIP Charge;

(r) maintain all Authorizations during the term of the DIP Facility in full force and effect and use commercially reasonable efforts to defend each such Authorization against revocation or amendment thereof, including by complying with the terms thereof;

(s) consult with the DIP Lenders from time to time at their reasonable request regarding which contracts are to be disclaimed in the CCAA Proceedings;

(t) execute and deliver such loan and security documentation as may be reasonably requested by the DIP Agent or the Required DIP Lenders from time to time;

(u) promptly pay or cause to be paid, as set forth in section 13 hereof, all DIP Lender Expenses no less frequently than every two weeks, provided that the DIP Lenders shall use commercially reasonable efforts to provide reasonable estimates of such expenses for purposes of the Approved Cash Flow Forecast; and

(v) retain, within 15 Business Days of the end of the Bridge Period, and subsequently keep in place at all times, a chief restructuring officer, with customary powers and responsibilities, which is acceptable to the Required DIP Lenders.

26. **Negative Covenants:** Each Obligor covenants and agrees not to do the following, and not to permit any of its subsidiaries to do the following, in each case other than with the prior written consent of the Required DIP Lenders from and after the date hereof:

(a) make any payment of principal or interest in respect of Indebtedness (other than the DIP Facility) or declare or pay any dividends or make any other distribution in respect of its equity interests, in each case, except as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances);

(b) except as set forth in any Court order that is acceptable, acting reasonably, to the Required DIP Lenders, incur or permit to exist any Indebtedness (including, without limitation, any capital lease obligation, equipment lease, financing lease obligation, or debtor in possession financing other than the DIP Facility) other than as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances);

(c) except as set forth in any Court order that is acceptable to the Required DIP Lenders, acting reasonably, create, incur, or permit to exist any Encumbrance, or provide or seek to support a motion by another party to provide an Encumbrance, upon any of its properties or assets, in each case other than Permitted Liens;

(d) make any payments or use any monies (including, without limitation, proceeds of the DIP Facility) outside of the ordinary course of Business, unless provided for in the Approved Cash Flow Forecast (subject to Permitted Variances) or to ensure ongoing supply of goods or services essential for the business;

(e) make any investments in, acquisitions of, or loans to, or guarantee the Indebtedness or obligations of, any other Person, entity or assets, except as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances);

(f) except between Obligors, enter into or continue performance under any transaction with any affiliate or any of its or its affiliates' respective direct or indirect equity holders, senior officers, directors, managers or employees, except in the ordinary course of business for a bona fide business purpose and not for any other purpose, except as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances); for certainty, nothing herein shall restrict the Obligors' rights to disclaim any of the above contracts or arrangements with related parties or associates or Affiliates of related parties in accordance with the CCAA;

(g) enter into or continue performance under any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type;

(h) make any Prohibited Payments;

(i) make any type of payment, or otherwise satisfy any claim, purported claim, liability, or other obligation, including without limitation of any pre-CCAA filing claim, that is not expressly provided for by the Approved Cash Flow Forecast;

(j) change its jurisdiction of incorporation or registered office;

(k) change its name, fiscal year end or accounting policies or amend its organizational documents;

(l) cease to carry on the Business as currently being conducted or materially change its operations or business practices;

(m) sell, assign, lease, convey or otherwise dispose of or transfer any material property, assets or undertakings, except for iron ore product or disposition of obsolete, redundant or ancillary assets or as may be approved by the Court with the prior written approval of the Required DIP Lenders;

(n) except as otherwise required under any Court order which is acceptable to the Required DIP Lenders or as expressly provided for in the Approved Cash Flow Forecast or this Agreement, establish or make any retention or bonus payments, increase compensation or severance entitlements or other benefits payable to directors, senior officers or senior management, or pay any bonuses whatsoever;

(o) enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against the Obligor;

(p) enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other similar transaction or series of transactions, allow any change of control to occur, or create or acquire any new subsidiary or become a general partner in any partnership that does not provide for the full repayment of the obligations under the DIP Facility;

(q) amend, supplement, revoke, terminate or discharge or seek to amend, supplement, revoke, terminate or discharge, the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, except to amend and restate the Amended and Restated Initial Order as may be permitted by this Agreement;

(r) apply for or consent to, any Court order, or amendment or modification to an existing Court order which adversely affects or would reasonably be expected to adversely affect the DIP Agent or the DIP Lenders;

(s) file or support the confirmation of any plan of arrangement or liquidation, in each case, that treats the DIP Obligations as "affected" without the consent of the Required DIP Lenders;

(t) cancel or terminate any Material Contract, without the prior written consent of the DIP Lender;

(u) without the consent of the Required DIP Lenders, satisfy the delivery or other performance obligations and/or payment obligations under its contracts with Glencore plc or any of its affiliates, including, without limitation, any obligations to process or deliver iron ore;

(v) take (or omit to take) any action to the extent such action would reasonably be expected to materially impair or otherwise adversely affect the ability of the Obligors to utilize any net operating losses, tax credit carry-forwards, built-in losses, basis, deductions or other tax attributes or benefits, in each case, without the prior written consent of the Required DIP Lenders;

(w) issue any Equity Securities, create any new class of Equity Securities, amend any terms of its existing Equity Securities,

consent to or take any steps in furtherance of the exercise of any conversion right under any Equity Securities issued by it, or incorporate, create, or organize any new subsidiaries other than in connection with a Restructuring Transaction approved pursuant to a Court order which is acceptable to the Required DIP Lenders, acting reasonably; or

(x) seek or consent to the lifting of the stay of proceedings in the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, as applicable, in favour of the Borrowers, or seek or consent to the appointment of a receiver or trustee in bankruptcy or any similar official in any jurisdiction.

27. **Sales and Investment Solicitation Process; Expansion:** Unless otherwise agreed by the Supermajority DIP Lenders, the Borrowers and the DIP Lenders agree that the Borrowers (in consultation with the Monitor and the DIP Lenders) shall pursue a sales and investment solicitation process in form and substance acceptable to the Borrowers and the Supermajority DIP Lenders (the "**SISP**") approved pursuant to a Court order in respect of potential Restructuring Transactions and any such SISP shall include the following milestones (collectively, the "**SISP Milestones**"):

(a) the deadline for the commencement of the SISP will be no later than 3 months after the issuance of the Second Amended and Restated Initial Order;

(b) the deadline for the receipt of first round bids in connection with the SISP will be no later than 6 months after the issuance of the Second Amended and Restated Initial Order;

(c) the Borrowers shall complete all site visits for bidders prior to October 31, 2026; and

(d) the final deadline for the closing of a transaction resulting from the SISP will be no later than 12 months after the commencement of the SISP,

provided that the Borrowers may extend each of the foregoing dates in accordance with the Court order approving the SISP, which Court order shall be in form and substance acceptable to the Supermajority DIP Lenders; provided further however that nothing herein shall prohibit the pursuit of a Restructuring Transaction pursuant to a Court approved plan at any time. For the avoidance of doubt, any DIP Lender or the DIP Agent may participate as a bidder in connection with any SISP in respect of potential Restructuring Transactions or Alternative Offtake and Service Agreements.

28. **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) any Court order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacating, amendment or restatement which (i) stays, reverses, vacates or otherwise modifies this Agreement or (ii) adversely

affects or would reasonably be expected to adversely affect the enforceability of this Agreement or the DIP Charge unless the DIP Agent or Required DIP Lenders, as applicable, have given their prior written consent thereto, including the issuance of a Court order:

(i) appointing a receiver and manager, receiver, interim receiver or similar official in respect of an Obligor;

(ii) terminating, lifting or amending the stay imposed within the CCAA Proceeding in a manner which, in the opinion of the Required DIP Lenders, acting reasonably, is materially prejudicial to the DIP Lenders;

(iii) granting any other claim or Encumbrance of equal or priority status to that of the DIP Charge, other than the Priority Charges or the Priority Payables; or

(iv) prejudicially affecting the DIP Agent, DIP Lenders or the Collateral;

(b) failure of an Obligor to diligently oppose any party that brings an application or motion for any of the relief set out in subsection 28(a) above;

(c) the CCAA Proceeding is terminated or converted to bankruptcy proceedings;

(d) failure of the Borrowers to (i) pay principal, interest or other amounts when due pursuant to this Agreement or any other document entered into in connection herewith, or (ii) pay or cause to be paid any reasonable and documented DIP Lender Expenses within two (2) Business Days of being invoiced therefor (either in cash or via Deemed Draws), *provided* that such invoices are delivered no more frequently than every two weeks;

(e) any Obligor ceases to carry on or maintain the Business or its assets in the ordinary course of the Business in compliance with the covenants contained in this Agreement, except where such cessation is otherwise consented to in advance in writing by the Required DIP Lenders;

(f) any representation or warranty made or given hereunder by any Obligor shall be incorrect or misleading in any material respect when made;

(g) any material violation or breach of any court order by an Obligor;

(h) failure of an Obligor to (x) perform or comply with any term or covenant of this Agreement or (y) achieve the SISP milestones in accordance with section 26;

(i) any proceeding, motion or application is commenced or filed by the Obligors, or if commenced by another party, is supported or otherwise consented to by the Obligors, seeking the invalidation,

subordination or other challenging of the terms of the DIP Facility, the DIP Lenders' Charge, or this Agreement;

(j) any Obligor makes any payments of any kind not permitted by this Agreement, the Approved Cash Flow Forecast or any order of the Court;

(k) any plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the Required DIP Lenders if such plan does not either provide for the repayment of the obligations under the DIP Facility in full by the Maturity Date, or designate the DIP Lenders as unaffected by such plan;

(l) any Obligor shall file a motion seeking, or take any action supporting a motion seeking, or the Court shall issue, an order, authorizing the sale or liquidation of substantially all or a material portion of its assets unless, in each case, either (i) the Required DIP Lenders consent to the filing of such motion, or (ii) the Court order approving such sale or liquidation contemplates payment in full in cash of all the DIP Obligations;

(m) any change of control of any one or more of the Obligors that does not provide for the full repayment in cash of the obligations under the DIP Facility without the consent of the Required DIP Lenders;

(n) any Obligor does not comply with any material term or condition of the SISP;

(o) the priority of the Liens as contemplated hereby created pursuant to or under the DIP Security in favor of the DIP Agent for the benefit of the DIP Lenders is varied without the consent of the DIP Agent at the direction of the DIP Lenders or any of such Liens does not have the priority required hereunder for any reason in any jurisdiction;

(p) any Obligor commences an action or any other proceeding in any proceeding or in any other court to (i) obtain any form of relief against the DIP Agent or DIP Lenders (or any one or more of them) including without limitation a proceeding to recover damages from the DIP Agent or the DIP Lenders or to obtain payment of any amounts purported to be owing by the DIP Agent or the DIP Lenders (or any one or more of them) to any Obligor if the DIP Agent or the DIP Lenders (or any one or more of them) disputes any of the same or (ii) challenge in any way the enforceability of this Agreement or any document entered in connection herewith or the Liens granted under or pursuant to the DIP Security; *provided*, for the avoidance of doubt, that an Obligor's enforcement of this Agreement against any DIP Lender shall not be an Event of Default under this clause 28(s);

(q) any Obligor seeks, or consents to, any amendment of the SISP without the prior written consent of the DIP Agent at the direction of the Supermajority DIP Lenders;

(r) the expiry without further extension of the stay of proceedings in the CCAA Proceeding;

(s) the denial or purported repudiation by any Obligor of the legality, validity, binding nature, or enforceability of this Agreement or any document entered into in connection herewith, or any Obligor commencing any action or proceeding in any proceeding for a declaration or order to such effect;

(t) this Agreement or any other document entered into in connection herewith (and for certainty including without limitation the DIP Security) ceases to be enforceable;

(u) except as stayed by order of the Court, the entry of one or more final judgements, writs of execution, garnishments or attachments representing a claim or claims in excess of $500,000 or the equivalent amount thereof in any other currency, in the aggregate, against any Obligor or the property and assets of any Obligor which are subject to the Liens in favor of the DIP Agent for the benefit of the DIP Lenders that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after its or their entry, commencement or levy;

(v) (i) a Variance Report or Updated Cash Flow Forecast is not delivered on the day on which such Variance Report or Updated Cash Flow Forecast is required to be delivered pursuant to this Agreement, or (ii) there shall exist any variance in excess of any Permitted Variance, including any Permitted Variance specific to any disbursement line item as set forth in the definition of "Permitted Variance"; or

(w) the retaining or appointment of either (i) a chief restructuring officer or Person in a similar role or (ii) a Monitor with expanded powers, in each case other than with the prior consent of the Required DIP Lenders or pursuant to a Court order which is acceptable to the Required DIP Lenders.

29. **Remedies:** Upon the occurrence and continuance of an Event of Default which is continuing on the date which is five (5) Business Days after the Borrower has received written notice of such Event of Default from the DIP Lender or the DIP Agent (acting at the direction of the Required DIP Lenders), the DIP Agent (acting at the direction of the Required DIP Lenders) or the Required DIP Lenders may elect on prior written notice to the Borrowers and the Monitor to:

(a) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility (including the Commitment/Funding Fee) and declare such amounts to be immediately due and payable;

(b) terminate the DIP Facility;

(c) apply for a Court order, on terms satisfactory to the Monitor and the Required DIP Lenders, providing the Monitor with the power,

in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral, including applying to the Court for the appointment of a receiver, interim receiver or receiver and manager over the Borrowers or all or certain of their Collateral, or for the appointment of a trustee in bankruptcy in respect of the Borrowers;

(d) exercise the powers and rights of a secured party; and

(e) exercise all such other rights and remedies available to the DIP Lenders hereunder, or pursuant to the Initial Order or otherwise in accordance with applicable Law.

The DIP Agent (acting at the direction of the Required DIP Lenders) may use (for certainty, on the instructions of the Required DIP Lenders in accordance with the definition thereof and section 34) any or all of the DIP Obligations as a credit bid and/or to pay for some or all of the purchase price (including any deposit payable in connection with such transaction) in connection with (a) any purchase of some or all of the properties and assets of the Borrowers and the Guarantors (or any one or more of them), (b) any Restructuring Transaction agreed to by the Borrowers (in consultation with the Monitor) and the Required DIP Lenders, in each case subject to any Court order and such reasonable terms and conditions as may be required in the opinion of the Borrowers (in consultation with the Monitor), each acting reasonably, to protect the Borrowers' restructuring process.

30. **Taxes:** All payments by an Obligor under this Agreement, including any payments required to be made from and after the exercise of any remedies available to the DIP Agent and/or the DIP Lenders upon the occurrence and continuance of an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future Taxes; provided, however, that if any Taxes are required by applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP Lenders under this Agreement, the amounts so payable to the DIP Lenders shall be increased to the extent necessary to yield to the DIP Lenders on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Obligors shall provide evidence satisfactory to the Required DIP Lenders that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to the DIP Lenders to account for any Withholding Taxes, the DIP Lenders shall reasonably cooperate with the Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such Withholding Tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by the DIP Lenders to the Borrowers promptly. If reasonably requested by the Borrowers, the DIP Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the DIP Lenders shall cooperate with the Borrowers and

assist the Borrowers to minimize the amount of Withholding Tax required, in each case at the Borrowers' sole expense.

31. **Termination by Borrowers** The Borrowers shall be entitled to terminate this Agreement upon notice to the DIP Lenders at any time following the indefeasible payment in full in immediately available funds of all of the outstanding DIP Obligations. Effective immediately upon such termination, all obligations of the Borrowers and the DIP Lenders under this Agreement shall cease, except for those obligations that explicitly survive termination. For greater certainty, all outstanding DIP Obligations in respect of all Advances funded prior to such termination shall become immediately due and payable concurrently with such termination and the DIP Lenders shall not be required to make any further extensions of credit under this Agreement.

32. **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the Required DIP Lenders may reasonably request for the purpose of giving effect to this Agreement.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Agreement and any other documents entered into in connection herewith, this Agreement shall prevail.

34. **Amendments and Waivers:** No waiver or delay on the part of the DIP Lenders in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

All consents, waivers or amendments to or in connection with this Agreement and the DIP Facility and the transactions contemplated hereby or thereby must be in writing and if approved in writing by the DIP Agent at the direction of the Required DIP Lenders shall be binding on all of the DIP Lenders including those Lenders which did not execute any such consent, waiver or amendment; and any matters, documents or other things required to be acceptable or satisfactory to the DIP Lenders are and shall be deemed to be acceptable and satisfactory to all the DIP Lenders if acceptable or satisfactory to the DIP Agent at the direction of the Required DIP Lenders; provided that and for certainty, no consent, waiver or amendment shall be binding on the DIP Lenders unless each of the DIP Lenders executes a consent, waiver or amendment for any of the following matters: (a) increase the amount of any Lender's DIP Facility commitment amount; (b) change to the Maturity Date other than as expressly provided for herein; (c) postpone or delay the date for payment of any principal, interest or other DIP Obligations; (d) reduce the principal

amount owing by the Borrowers or the rate of interest or any other fees applicable to amounts owing or to become owing hereunder or under the other documents in connection herewith; (e) change the pro rata commitments of any of the DIP Lenders in connection with the DIP Facility; (f) amend this section 34, the definition of "Required DIP Lenders", the definition of "Supermajority DIP Lenders" or any provision providing for consent or other action by all or any specific percentage or portion of the DIP Lenders; (g) discharge any Obligor from its payment obligations hereunder or under any other document in connection herewith or release any DIP Security except as may be expressly provided for in this Agreement; or (h) amend the terms and conditions of the application of proceeds of any repayments or the sharing of payments; provided further that any consent, amendment, waiver or other modification with respect to this Agreement that would adversely and disproportionately modify the rights of any DIP Lender (in its capacity as such) under the DIP Facility compared to other DIP Lenders shall require the prior written consent of each such affected DIP Lender. Notwithstanding anything to the contrary contained herein, any consent, amendment, waiver or other modification that subordinates, or has the direct or indirect effect of subordinating, (x) any DIP Obligations in right of payment to any other Indebtedness for borrowed money or (y) any Encumbrances securing the DIP Obligations to any Encumbrances securing any other Indebtedness for borrowed money, in each case, shall require the prior written consent of the Supermajority DIP Lenders.

In addition, the Required DIP Lenders shall consult all other DIP Lenders in connection with any consent, waiver, amendment or other modification requiring the consent of the Required DIP Lenders.

35. **Severability:** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

36. **No Third Party Beneficiary:** No Person, other than the Obligors and the DIP Lenders are entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

37. **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

38. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any DIP Lender may assign its (i) rights and obligations under the DIP

Facility to any Eligible Assignee, and (ii) its rights with respect to outstanding DIP Loans; *provided* that such assignment does not release such DIP Lender from its obligations to make Advances hereunder subject to the terms and conditions hereof.

Notwithstanding anything to the contrary herein, any DIP Lender may, without the consent of any other party hereto, pledge or grant a security interest in all or any portion of its rights under this Agreement to secure obligations of such DIP Lender to any financing counterparty; *provided* that such pledge or grant of a security interest does not release such DIP Lender from any of its obligations hereunder (including its obligations to make Advances subject to the terms and conditions hereof) or substitute any such pledgee or grantee for such DIP Lender as a party hereto.

39. **Notices:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person as set forth below:

in the case of a notice to the Obligors at:

c/o Baffinland Iron Mines Corporation
360 Oakville Place Dr., Suite 300
Oakville, Ontario L6H 6K8

Attention: Mark O'Brien
Email: mark.obrien@baffinland.com

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.
Toronto, ON M5V 3J7
Attention: Natalie Renner and Rob Nicholls
Email: nrenner@dwpv.com and rnicholls@dwpv.com

in the case of a notice to the DIP Agent at:

■

Attention: ■
Email: ■

in the case of a notice to the DIP Lenders at the notice information set forth in Schedule A, with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

Attention: Brian S. Hermann; Brian Bolin; Joseph M. Graham

Email: bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com

and

Stikeman Elliott LLP
199 Bay St. #5300
Toronto, ON M5L 1B9

Attention: Maria Konyukhova; Logan Copen
Email: mkonyukhova@stikeman.com; lcopen@stikeman.com

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10022

Attention: Ira Dizengoff; Meredith Lahaie; Lucas Charleston
Email: idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com

and

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
Toronto, Ontario
M5H 0B4

Attention: Ryan Jacobs and Michael Wunder
Email: rjacobs@cassels.com and mwunder@cassels.com

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenberg@fticonsulting.com

With a copy to, which shall not constitute notice:

Osler, Hoskin & Harcourt LLP
First Canadian Place, 100 King St. W. #6200
Toronto, ON M5H 1H1

Attention: Marc Wasserman and Michael De Lellis
Email: mwasserman@osler.com and mdelellis@osler.com

Any notice delivered or transmitted to a Person as provided above shall be deemed to have been given and received on the day it is delivered or

transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

In the event that any amount required to be paid hereunder is due on a day which is not a Business Day, such amount shall be paid on the next following Business Day with applicable interest adjustments.

40. **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

41. **Definitions:** For the purposes of this Agreement, unless context otherwise requires, the following terms have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

"**Advance**" has the meaning given to that term in section 8;

"**Advance Notice**" has the meaning given to that term in section 8;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

"**Amended and Restated Initial Order**" means the order of the Court entered on May 25, 2026;

"**Alternative Offtake and Service Agreements**" means offtake, service or other agreements in respect of the business of the Borrowers;

"**Approved Cash Flow Forecast**" has the meaning given to that term in section 14;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Collateral or the Business;

"**Benefits Agreement**" means the impact benefits agreement between BIM Corp. and the Qikiqtani Inuit Association dated September 6, 2013, as amended on October 22, 2018, and as may be further amended, supplemented or amended and restated from time to time;

"**Borrowers**" has the meaning given to that term in the recitals;

"**Borrowers' Account**" has the meaning given to that term in section 20;

"**Business**" means the business of iron ore mining at the Mary River Mine on Baffin Island in Nunavut, Canada;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or New York, New York;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all now-owned and hereafter-acquired assets and property of the Obligors, real and personal, tangible or intangible and all proceeds therefrom, including the Borrowers' Account and all assets used in the Business;

"**Commodity Agreement**" means, with respect to any Person, any commodity future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Commitment/Funding Fee**" has the meaning given to that term in section 12;

"**Court**" has the meaning given to that term in the recitals;

"**Currency Agreement**" means, with respect to any Person, any foreign exchange future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Default**" means the occurrence or existence of any event, fact or circumstances, that with the giving of notice, passage of time, or both, would constitute an Event of Default;

"**Default Rate**" has the meaning given to that term in section 12;

"**DIP Agent**" has the meaning given to that term in section 6;

"**DIP Charge**" has the meaning given to that term in section 17;

"**DIP Facility**" has the meaning given to that term in section 7;

"**DIP Lenders**" has the meaning given to that term in section 6;

"**DIP Lender Expenses**" has the meaning given to that term in section 13;

"**DIP Obligations**" has the meaning given to that term in section 17;

"**DIP Security**" means the DIP Charge and any and all security documents granted by the Obligors providing for a security interest in the Collateral and related personal property security registrations made in favour of the DIP Agent, for the benefit of the DIP Lenders, in connection with such security interest together with such confirmations, financing statements, renewals, amendments, discharges, insurance endorsements, opinions or other documents as may be reasonably requested by the Required DIP Lenders as security for the DIP Obligations;

"**EDC**" means Export Development Canada;

"**EDC Credit Agreement**" means that certain credit agreement dated as of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto and EDC, as lender;

"**Eligible Assignee**" means (x) any DIP Lender or Affiliate or Related Fund of any DIP Lender, and (y) any SPC as long as the applicable DIP Lender remains obligated in respect of its commitments hereunder, *provided* that no Obligor or any Affiliate of any Obligor shall be an Eligible Assignee.

"**Encumbrances**" means any hypothec, encumbrance, lien, charge, pledge, deposit arrangement, mortgage, title retention agreement, trust, deemed trust, security interest of any nature, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege, or any other arrangement or condition that in substance or effect secures payment or performance of an obligation, or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in section 28;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement;

"**Holder AHG**" means an ad hoc group of Holders providing DIP Loans hereunder.

"**Holders**" means holders of the notes under the Indenture.

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all letters of credit, letters of guarantee and similar instruments, notes or other similar instruments, (c) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, (d) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to

purchase or otherwise acquire, (e) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, and (f) all obligations of such Person to otherwise assure a creditor against loss (for certainty, Hedging Obligations incurred by an Obligor in the ordinary course shall not be considered Indebtedness for purposes of this Agreement);

"**Indemnified Persons**" has the meaning given to that term in section 22;

"**Indenture**" means that certain Senior Secured Notes Indenture, dated as of June 27, 2018 (as amended, amended and restated or otherwise modified from time to time prior to the date of this Agreement), by and among the Borrowers, as issuers and the Indenture Agent;

"**Indenture Agent**" means Wilmington Trust, National Association, as trustee and collateral;

"**Initial Advance**" has the meaning given to that term in section 8;

"**Initial Advance Conditions**" has the meaning given to that term in section 15;

"**Initial Order**" means the order of the Court entered on May 15, 2026;

"**Interest Payment Date**" has the meaning given to that term in section 12;

"**Interest Period**" has the meaning given to that term in section 12;

"**Interest Rate Agreement**" means, with respect to any Person, any interest rate future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Interest Rate**" has the meaning given to that term in section 12;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local or foreign, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in section 7;

"**Material Contract**" means any contract, license or agreement: (i) to which a Borrower or Guarantor is a party or is bound; and (ii) which is material to or necessary in the operation of any Borrower or Guarantor.

"**Maturity Date**" has the meaning given to that term in section 21;

"**Stated Maturity Date**" has the meaning given to that term in section 20;

"**Monitor**" means FTI Consulting Canada Inc., as the court-appointed monitor of the Borrowers and Nunavut Iron Ore Mines, Inc.;

"**Obligors**" has the meaning given to that term in section 5;

"**Permitted Liens**" means (i) the Permitted Priority Liens; (ii) the DIP Charge; (iii) any charges created under the Initial Order or other Court

order subsequent and subordinated in priority to the DIP Charge; (iv) Encumbrances existing prior to the filing date of the CCAA Proceedings (the "**Filing Date**") which are subordinate to the DIP Charge; (v) inchoate statutory Liens arising after the Filing Date in respect of any accounts payable arising after the Filing Date in the ordinary course of business; and (vi) miner's liens incurred in the ordinary course of business.

"**Permitted Priority Liens**" means (i) the Priority Charges; (ii) any Encumbrance in respect of amounts payable by the Borrowers for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by applicable Law and only to the extent that the priority of such amounts has not been subordinated to the DIP Charge granted by the Court; and (iii) such other Encumbrances existing as of the Filing Date that have not been subordinated to the DIP Charge granted by the Court.

"**Permitted Variance**" means, for each Testing Period, variances in actual receipts and disbursements in amounts such that (a) (i) actual receipts are not less than 90% of projected receipts for (1) such Testing Period and (2) the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period; (ii) actual disbursements are not more than 110% of projected disbursements for (1) such Testing Period and (2) the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period, and (b) to the extent any Approved Cash Flow Forecast specifies a lower permitted variance amount (which may be 0%) with respect to a specific disbursement line item, actual disbursements during the applicable Testing Period for such disbursement line item are not higher, on a percentage basis as compared to projected disbursements for such disbursement line item during such Testing Period, than such specified variance amount. For purposes of measuring the foregoing variances: (i) any unaccounted for fluctuation in the price of iron ore shall be excluded from the calculation of actual receipts; (ii) any unanticipated timing fluctuation in receipt of funds from any offtake arrangement shall be excluded from the calculation of actual receipts; provided the Obligors are in full compliance under such offtake arrangement and such timing fluctuation is due to non-compliance thereunder by a third-party; and (iii) the fees, costs, and expenses payable to the Monitor and its advisors and the advisors of the Obligors, as well as the DIP Lender Expenses, shall be excluded from disbursements. No amounts disbursed (x) in violation of any provision of this Agreement or (y) for a purpose which is not included in any line item in the Approved Cash Flow Forecast for the applicable Testing Period shall constitute Permitted Variances regardless of whether the other tests set forth in this definition have been satisfied.

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental

Authority, and where the context requires, any of the foregoing when they are acting as trustee;

"**Pre-Approved Steensby CapEx**" means capital expenditures in connection with (a) the Steensby Expansion in an aggregate amount not to exceed $20 million and (b) exploration costs not to exceed $10 million.

"**Priority Charges**" has the meaning given to that term in section 17;

"**Priority Payables**" means HST, all sales Tax and any amount payable or accrued by a Borrower which is secured by an Encumbrance which ranks or is capable of ranking prior to or *pari passu* with the Encumbrances created in connection with the DIP Charge (other than the Priority Charges) including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, construction trusts or construction liens, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the Encumbrances created in connection with the DIP Charge;

"**Prohibited Payments**" means any payment or satisfaction of any claim on account of (i) obligations owed (or which satisfaction of which would result in payment to) any direct or indirect beneficial owner of equity interests in any Obligor, including under any royalty agreement (except for any royalty agreement which is properly registered on title, and has been determined by a court of competent jurisdiction in a final, non-appealable Order that royalty granted under such Royalty Agreement is a valid royalty at law and runs with the land); (ii) any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type, except between Obligors; and (iii) obligations incurred prior to the Filing Date unless otherwise approved by the Monitor and the Court;

"**Related Fund**" means, with respect to any Lender that is an investment fund, any other entity that is managed or advised by such DIP Lender or the same investment advisor as such DIP Lender or by an Affiliate of such investment advisor;

"**Required DIP Lenders**" means, as of any time of determination, DIP Lenders holding more than 50% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time;

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;

"**Royalty Agreements**" means, collectively, (i) the royalty agreement entered into among the Borrowers, 15877580 Canada Inc., ArcelorMittal Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc. dated March 25, 2024 and (ii) the royalty agreement entered into among the Borrowers, 16572367 Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc.;

"**Second Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the Required DIP Lenders and obtained on application made on notice to the service list in the CCAA Proceeding and to such Persons as the Required DIP Lenders and Obligors determine, acting reasonably, among other things, amending and restating the Amended and Restated Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;

"**Senior Agents**" means, collectively, Alter Domus (US) LLC, as administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, under the Senior Credit Agreement;

"**Senior Credit Agreement**" means that certain revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated May 27, 2025 and the sixth amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto, the Senior Lenders and the Senior Agents;

"**Senior Lenders**" means the lenders under the Senior Credit Agreement;

"**Senior Secured Notes**" means the senior secured notes issued under the Indenture;

"**SISP**" has the meaning given to that term in section 27;

"**SISP Milestones**" has the meaning given to that term in section 27;

"**SPC**" means, with respect to any Lender, any special purpose vehicle identified in writing from time to time to the Administrative Agent and the Borrower that is formed for the purpose of providing all or any portion of the DIP Facility that such Lender would otherwise be obligated to make pursuant to this Agreement.

"**Stated Maturity Date**" has the meaning given to that term in section 21 hereof.

"**Steensby Expansion**" has the meaning given to that term in section 24;

"**Subsequent Advance**" has the meaning given to that term in section 8;

"**Supermajority DIP Lender Budget Consent Right**" has the meaning given to that term in section 14;

"**Supermajority DIP Lenders**" means, as of any time of determination, DIP Lenders holding not less than 66.67% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time; provided that, at all times, "Supermajority DIP Lenders" must include at least three (3) DIP Lenders, which DIP Lenders are not affiliates of each other.

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums and assessments imposed by any Governmental Authority, including all interest, penalties, fines or additions to tax imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"**Updated Cash Flow**" has the meaning given to that term in section 14;

"**Variance Report**" means a report in a form satisfactory to the Required DIP Lenders and the Monitor acting reasonably setting forth for all Obligors (i) actual receipts and disbursements for the preceding Testing Period for each line item in the Approved Cash Flow Forecast for such Testing Period, and (ii) actual receipts and disbursements on a cumulative basis since the beginning of the period covered by the then operative Approved Cash Flow Forecast, in each case as against the then operative Approved Cash Flow Forecast, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof in the then operative Approved Cash Flow Forecast. Each Variance Report shall include reasonably detailed explanations for any variances for either receipts or disbursements, in each case exceeding five percent (5%) of the Approved Cash Flow Forecast for each line item in the Approved Cash Flow Forecast and all items on a cumulative basis during the relevant period; and

"**Withholding Taxes**" has the meaning given to that term in section 30.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

BORROWERS:

BAFFINLAND IRON MINES CORPORATION

by _____

BAFFINLAND IRON MINES LP, **by its general partner, BAFFINLAND IRON MINES CORPORATION**

by _____

GUARANTORS:

NUNAVUT IRON ORE, INC.

by _____

12334992 CANADA INC.

by _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

BRIGADE CAPITAL MANAGEMENT, LP, AS INVESTMENT ADVISOR TO ITS VARIOUS FUNDS AND ACCOUNTS

by _____

Patrick Criscillo

Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

POLEN CAPITAL CREDIT, LLC, on behalf of certain funds and accounts it manages and/or advises

by

Name: Elizabeth Duggan

Title: Authorized Signatory

Docusign Envelope ID: 27BE7D65-BF5F-89C3-83A1-5124BACCEBC0

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

HARTREE PARTNERS, LP
BY ITS GENERAL PARTNER,
HARTREE PARTNERS GP, LLC

By

OPPS XII BLIM Holdings, L.P.

By: Oaktree Fund GP IIA, LLC

Its: General Partner

By: Oaktree Fund GP II, L.P.

Its: Managing Member

By:_____

By:_____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDERS:

HARTREE PARTNERS, LP
BY ITS GENERAL PARTNER,
HARTREE PARTNERS GP, LLC

By _____

OPPS XII BLIM Holdings, L.P.

By: Oaktree Fund GP IIA, LLC

Its: General Partner

By: Oaktree Fund GP II, L.P.

Its: Managing Member

By: David Nicoll _____

Name: David Nicoll
Title: Authorized Signatory

By: Ross Rosenfelt _____

Name: Ross Rosenfelt
Title: Authorized Signatory

SCHEDULE A

DIP FACILITY COMMITMENTS

DIP Lender	**DIP Commitment**	**Notice Information**
Brigade Capital Management, LP	$30,000,000	
Polen Capital Credit, LLC	$45,000,000	
Opps XII BLIM Holdings, L.P.	$210,000,000	Oaktree Capital Management 555 South Flower Street, 36th Floor Los Angeles, CA 90071 Attention: David Nicoll Email: dnicoll@oaktreecapital.com
Hartree Partners, LP	$15,000,000	Hartree Partners, LP 1185 Avenue of the Americas, New York, NY 10036 Attention: Scott Potolsky Email: HMFI-notices@hartreepartners.com CC: legalNY@hartreepartners.com
Total……	$300,000,000	

SCHEDULE B

APPROVED CASH FLOW FORECAST

NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION and 12334992 CANADA INC.

Illustrative Consolidated Cash Flow Projections

($USD in millions)		*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*	*Forecast*
Forecast Week Ending	**Note**	**Jun 5**	**Jun 12**	**Jun 19**	**Jun 26**	**Jul 3**	**Jul 10**	**Jul 17**	**Jul 24**	**Jul 31**	**Aug 7**	**Aug 14**	**Aug 21**	**Aug 28**	**Total**
Forecast Week	**[1]**	1	2	3	4	5	6	7	8	9	10	11	12	13	
Receipts															
Total Receipts		10.5	13.7	-	6.9	-	12.8	-	5.4	-	16.0	2.1	15.6	2.1	85.0
Total Commercial Payments		-	-	-	-	-	-	-	(1.9)	-	(3.2)	(3.2)	(3.2)	(3.2)	(14.5)
Total Receipts	**[2]**	**10.5**	**13.7**	**-**	**6.9**	**-**	**12.8**	**-**	**3.6**	**-**	**12.9**	**(1.1)**	**12.4**	**(1.1)**	**70.5**
Operating Disbursements															
Labour	**[3]**	(0.0)	(5.4)	(0.0)	(5.5)	(0.0)	(3.2)	(2.3)	(3.6)	(2.9)	(3.8)	(2.3)	(3.8)	(2.3)	(35.1)
Vendor Payments	**[4]**	(4.9)	(26.8)	(2.3)	(1.6)	(2.5)	(2.5)	(2.5)	(2.5)	(1.9)	(2.8)	(2.8)	(2.8)	(2.1)	(58.1)
Sealift Purchases	**[5]**	(0.5)	(5.1)	(5.1)	(11.9)	(4.6)	-	(21.8)	-	-	-	-	-	(21.8)	(70.9)
Equipment Leases		(0.0)	(0.2)	-	-	-	(0.6)	-	-	-	(0.2)	-	-	-	(1.0)
Sustaining Capital Costs	**[6]**	-	(4.7)	(4.7)	(4.7)	-	(0.9)	(0.9)	(0.9)	(0.9)	(0.6)	(0.6)	(0.6)	(0.6)	(20.0)
Total Operating & Sustaining Capital Costs		**(5.5)**	**(42.1)**	**(12.1)**	**(23.8)**	**(7.2)**	**(7.3)**	**(27.6)**	**(7.1)**	**(5.7)**	**(7.3)**	**(5.6)**	**(7.1)**	**(26.7)**	**(185.1)**
Overhead Costs	**[7]**	(1.3)	(0.7)	(0.8)	(0.7)	(0.5)	(0.6)	(0.5)	(0.3)	(1.4)	(0.8)	(0.4)	(0.5)	(0.4)	(8.9)
Exploration Costs	**[8]**	(0.8)	(0.8)	(0.8)	(0.8)	-	(1.1)	(1.1)	(1.1)	(1.1)	(0.9)	(0.9)	(0.9)	(0.9)	(11.4)
Steensby Project Costs	**[9]**	-	(2.8)	(2.8)	(3.5)	(1.8)	(1.8)	(1.8)	(1.8)	(2.5)	(2.3)	(2.3)	(2.3)	(11.6)	(37.4)
Other Costs	**[10]**	-	(4.0)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(0.5)	(2.4)	(0.5)	(0.5)	(0.5)	(11.4)
Net Cash Flow		**2.9**	**(36.8)**	**(17.1)**	**(22.3)**	**(10.0)**	**1.5**	**(31.5)**	**(7.3)**	**(11.3)**	**(0.9)**	**(10.8)**	**1.1**	**(41.3)**	**(183.7)**
Cash															
Beginning Balance (excl. Restricted Cash)		2.8	5.7	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	20.0	2.8
Net Cash Flow		2.9	(36.8)	(17.1)	(22.3)	(10.0)	1.5	(31.5)	(7.3)	(11.3)	(0.9)	(10.8)	1.1	(41.3)	(183.7)
Debt Advances (Repayments)	**[11]**	-	51.0	17.1	22.3	10.0	(1.5)	31.5	7.3	11.3	0.9	10.8	(1.1)	41.3	200.9
Ending Cash Balance		**5.7**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**	**20.0**

Nunavut Iron Ore, Inc., Baffinland Iron Mines Corporation and 12334992 Canada Inc. (collectively, the "Company")
Assumptions to the Cash Flow Forecast

The Company's cash flow forecast (the "Forecast") is presented in millions of United States dollars. Any estimates in Canadian dollars have been translated at a foreign exchange rate of 1.38:1.

In preparing this cash flow forecast, the Company has relied upon unaudited financial information and has not attempted to further verify the accuracy or completeness of such information. The Forecast includes assumptions described below with respect to the requirements and impact of a filing under the Companies' Creditors Arrangement Act. Since the Forecast is based on assumptions about future events and conditions that are not ascertainable, the actual results achieved during the Forecast period will vary from the Forecast, even if the assumptions materialize, and such variations may be material. There is no representation, warranty or other assurance that any of the estimates, forecasts or projections will be realized.

[1] **Purpose:** The purpose of the Forecast is to estimate the Company's liquidity requirements during the period May 30, 2026 to August 28, 2026 (the "**Forecast Period**").

[2] **Receipts**: Receipts from the Company's off-take financing partner are based on forecast invoice amounts under the 2026 off-take agreement. Off-take receipts are received throughout the year, while inventory buyback and shipping sales occur during July to October each year. The Company has hedged approximately half of its 2026 production. Commercial Payments relate to shipping and freight costs associated with delivering sales.

[3] **Labour**: Forecast based on planned production levels at Mary River Mine and management and overhead labour required to support same. The Company is current with all labour costs and related CRA payments.

[4] **Vendor Payments**: Disbursements to commercial vendors, freight suppliers, government entity payments and various other operating costs required to facilitate continued mine operations. Includes an estimated amount that may be required to be paid to critical vendors for pre-filing amounts. Also includes amounts owed to the Qikiqtani Inuit Association and related parties in accordance with the Benefits Agreement as of May 15, 2026.

[5] **Sealift Purchases**: Disbursements for consumables, freight, fuel and vendor pre-payment amounts required for shipment of goods to the Mary River Mine during the Sealift window.

[6] **Sustaining Capital Costs**: Capital costs necessary to support and maintain operations at the Mary River Mine.

[7] **Overhead Costs**: Payments for office general and administrative expenses, land lease payment to the QIA and insurance instalment payments.

[8] **Exploration**: Exploration costs are associated with location identification, discovery, and quantity and quality assessments of deposits in the Mary River Mine area.

[9] **Steensby Project Costs**: Costs to advance the Steensby project, as well as stripping costs for movement of surface material usable towards the Steensby Railway.

[10] **Other Costs**: Professional Fees, Interest costs, and costs to support LC issuance.

[11] **Liquidity:** The Company estimates it will require approximately $201 million of liquidity for the period May 30, 2026 to August 28, 2026 under the set of assumptions outlined above and included in the Forecast. The Forecast assumes, among other things, that (i) the company continues on a growth oriented mining plan and continues to incur associated stripping costs in order to achieve 22 Mtpa of iron ore production capacity by 2030, (ii) all major sealift items (fuel, parts, tires) continue to be cash purchased (and not brought to site on consignment), and (iii) major site services and related overheads remain unchanged. Note that the Forecast does not include amounts for interest, fees or other cost of capital considerations.

SCHEDULE C

LOAN GUARANTY

(a) Each Guarantor hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the DIP Agent for the ratable benefit of the DIP Lenders and the other secured parties (the "**Guaranty**") the full and prompt payment, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the DIP Obligations (collectively the "**Guaranteed Obligations**"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Guarantor, unconditionally and irrevocably, promises to pay such indebtedness to the DIP Agent and/or the DIP Lenders or the other secured parties, on demand, together with any and all expenses which may be incurred by the DIP Agent and the DIP Lenders in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with this Agreement.

(b) Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the DIP Agent or any DIP Lender to sue any Borrower, any other Guarantor or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any collateral securing all or any part of the Guaranteed Obligations. The DIP Agent may enforce this Loan Guaranty upon the occurrence and during the continuance of an Event of Default.

(c) No Discharge or Diminishment of Guaranty.

(i) Except as otherwise provided for herein, the obligations of each Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason, including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Obligated Party; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against any Obligated Party, the DIP Agent, any DIP Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a Guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the Borrowers or (ix) any payment made to the DIP Agent or any DIP Lender on the Guaranteed Obligations which any such DIP Agent or DIP Lender repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(ii) Except for termination of a Guarantor's obligations hereunder, the obligations of each Guarantor hereunder are not subject to any defense (other than defense of payment resulting in a payment in full in cash of the Guaranteed Obligations)

or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(iii) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the DIP Agent or any DIP Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other Guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the DIP Agent or any DIP Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(d) Defenses Waived. To the fullest extent permitted by applicable law and except for termination of a Guarantor's obligations hereunder, each Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Guarantor or arising out of the disability of the Borrowers or any other Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Guarantor. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurrence of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right to require the DIP Agent or any DIP Lender to (i) proceed against any Borrower, any other Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other Guarantor or any other party or (iii) pursue any other remedy in any DIP Agent's or DIP Lenders' power whatsoever. The DIP Agent may, at its election, foreclose on any collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, and the DIP Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Guarantor under this Guaranty. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Obligated Party or any security.

(e) Authorization. The Guarantors authorize the DIP Agent and the DIP Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time, to:

(i) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(ii) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(iii) exercise or refrain from exercising any rights against any Obligor or others or otherwise act or refrain from acting;

(iv) release or substitute any one or more endorsers, Guarantors, or the Borrowers, or other obligors;

(v) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the DIP Agent or DIP Lenders;

(vi) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the DIP Agent or DIP Lenders regardless of what liability or liabilities of the Borrowers remain unpaid;

(vii) consent to or waive any breach of, or any act, omission or default under, this Agreement or any of the instruments or agreements referred to herein, or otherwise amend, modify or supplement this Agreement or any related documents or other such instruments or agreements; and/or

(viii) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Guarantors from their respective liabilities under this Loan Guaranty.

(f) Rights of Subrogation. Any indebtedness of the Borrowers now or hereafter owing to any Guarantor is hereby subordinated to the Obligations owing to the DIP Agent and the DIP Lenders; and if the DIP Agent so requests at a time when an Event of Default exists, all such indebtedness of the Borrowers to such Guarantor shall be collected, enforced and received by such Guarantor for the benefit of the DIP Agent and the DIP Lenders and be paid over to the DIP Agent on behalf of the DIP Lenders on account of the Guaranteed Obligations, but without affecting or impairing in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(g) Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the

Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Guarantors forthwith on demand by the DIP Agent.

(h) Liability Cumulative. The liability of each Guarantor under this Loan Guaranty is in addition to and shall be cumulative with all liabilities of such Guarantor to the DIP Agent and the DIP Lenders under this Agreement and any related documents to which such Guarantor is a party or in respect of any obligations or liabilities of the other Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

DIP FACILITY LOAN AGREEMENT

DATED AS OF ~~May~~June ■, 2026

WHEREAS Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, the "**Borrowers**") have requested the DIP Lenders (defined below) to provide funding in order to assist with proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") that were commenced before the Ontario Superior Court of Justice – Commercial List (the "**Court**") in accordance with the terms and conditions set out herein (the "**CCAA Proceeding**");

AND WHEREAS the DIP Lenders have agreed to provide the DIP Facility (defined below) in accordance with the terms and conditions set out below.

NOW THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms:** A capitalized term not defined in the body of this Agreement has the meaning ascribed to it in the Definitions section below.

2. **Interpretation:** In this Agreement, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

   The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

   References in this Agreement to Sections or Schedules are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise.

3. **Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America.

4. **Borrowers:** Baffinland Iron Mines Corporation ("**BIM Corp**") and Baffinland Iron Mines LP ("**Baffin LP**" and, together with BIM Corp, the "**Borrowers**").

5. **Guarantors:** Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Guarantors**" and collectively with the Borrowers, the "**Obligors**").

6. **DIP Lenders:** The institutions described in Schedule A (on behalf of themselves and their affiliates and managed funds) hereby commit to provide the DIP Facility, on a several and not joint basis, in the respective amounts set forth adjacent to each such institution's name in Schedule A upon the terms and conditions set forth in this Agreement (collectively, the **"DIP Lenders**").

   An institution acceptable to the Required DIP Lenders shall act as

administrative agent and as collateral agent for the DIP Facility (in such capacities, the "**DIP Agent**").

An institution acceptable to the Required DIP Lenders shall act as fronting lender (the "**Fronting Lender**") pursuant to which the Fronting Lender shall fund each Advance on behalf of the DIP Lenders and subsequently assign such funded DIP Loans to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each of the DIP Lenders. The Fronting Lender shall be a "DIP Lender" for all purposes herein so long as the Fronting Lender holds commitments in respect of the DIP Facility or any DIP Loans.

Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include the DIP Agent and the Fronting Lender as parties hereto and to, among other things, add customary agency provisions for the benefit of the DIP Agent and fronting lender provisions for the benefit of the Fronting Lender, in each case, that are acceptable to the Borrowers, the DIP Agent, the Required DIP Lenders and the Fronting Lender (solely with respect to the fronting lender provisions), in each case, acting reasonably.

7. **DIP Facility:** The DIP Lenders agree to establish in favour of the Borrowers a debtor-in-possession delayed draw term loan facility (the "**DIP Facility**" and, the loans thereunder, the "**DIP Loans**") in the principal amount equal to $300 million (the "**Loan Amount**"). No amount capitalized as principal hereunder shall reduce the availability of the full Loan Amount to the Borrowers.

8. **DIP Advances:** ~~Advances~~An initial advance under the DIP Facility in the aggregate principal amount of ~~up to~~ $110 million (the "~~**Bridge Advances**~~**Initial Advance**") shall be made available to the Borrowers ~~during the four-week period beginning~~ on the date that is one Business Day after the date of the Second Amended and Restated Initial Order ~~(~~, and no other advances shall be made during the four-week period following such Initial Advance (such period, the "**Bridge Period**")~~, subject to satisfaction of the Subsequent Advance Conditions (other than the first advance under the DIP Facility (the "**Initial Advance**"))~~. The Initial Advance ~~of $70 million~~ shall be advanced to the Borrowers ~~on the date of the Second Amended and Restated Initial Order,~~ subject to satisfaction of the Initial Advance Conditions. Interest shall accrue and be payable on the ~~Bridge Advances~~Initial Advance pursuant to the terms hereof.

Subsequent advances under the DIP Facility~~, including during the Bridge Period~~ (each, a "**Subsequent Advance**") shall be made available to the Borrowers following the Bridge Period and subject to satisfaction, at the time of each Subsequent Advance, of the Subsequent Advance Conditions, and shall be deposited into the Borrowers' Account (defined below) every other week (or as otherwise agreed by the Borrowers and the Required DIP Lenders), with each Subsequent Advance being in an amount no less than $20 million, in each case subject to the satisfaction of the Subsequent Advance

Conditions (as defined below). The sum of the Initial Advance and the Subsequent Advances shall not exceed the Loan Amount. The timing and amount of each Subsequent Advance shall be determined based on the funding needs of the Borrowers as set forth in the Approved Cash Flow Forecast, and Subsequent Advances shall only be available and provided hereunder after the Borrowers have received the entirety of the Initial Advance.

Advances under the DIP Facility, other than the Initial Advance (each, an "**Advance**") require a written notice to be delivered to the DIP Agent and the DIP Lenders, at least three (3) Business Days prior to the requested date of the Advance, or such shorter period as may be agreed by the Required DIP Lenders in advance (each, an "**Advance Notice**"), which has been executed by an officer of the Borrowers setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; and (c) certification that the representations and warranties contained herein are true and correct in all material respects as of such date.

Each Advance, on behalf of and at the request of each of the DIP Lenders, shall be provided by and funded to the DIP Agent by the Fronting Lender and subsequently assigned to the DIP Lenders pursuant to arrangements agreed by the Fronting Lender and each DIP Lender. The Fronting Lender shall deposit into the Borrowers' Account the amount requested by the Borrowers pursuant to the Advance Notice on the requested date of the Advance, net of all fees, costs and expenses to be paid in connection with such Advance pursuant to a funds direction to be delivered prior to the date of such Advance; provided that (x) with respect to the Initial Advance, the Initial Advance Conditions are satisfied as of such date and (y) with respect to each Advance after the Initial Advance, the applicable conditions described in this section 8 and the applicable Subsequent Advance Conditions are satisfied as of such date.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used solely by the Borrowers in accordance with the Approved Cash Flow Forecast, which shall include provision for payment, in all respects subject to and to the extent included in the Approved Cash Flow Forecast, of (i) the fees of the Monitor and its counsel and counsel for the Obligors, (ii) interest, fees (including the Commitment/Funding Fee) and other amounts owing to the DIP Lenders under this Agreement, (iii) DIP Lender Expenses and ordinary course payments for the Borrowers' working capital needs during the CCAA Proceeding, including, post-filing accounts payable in the ordinary course of the Business and Priority Payables and in respect of the pursuit of the SISP, (iv) royalty payments under each of the Royalty Agreements when due and payable under such Royalty Agreement; provided such Royalty Agreement is properly registered on title, and it has been determined by a court of competent jurisdiction in a final, non-appealable Order that royalty granted under such Royalty Agreement is a valid royalty at law and runs with the land but excluding, for the avoidance of doubt, any payments which are Prohibited

Payments, (v) cash collateral required to support letters of credit issued by financial institutions, (vi) Pre-Approved Steensby CapEx, and (vii) amounts payable under the Benefits Agreement. Without the prior written consent of the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), no proceeds may be used, and no expenditures shall be made, for any purpose that is not included in the Approved Cash Flow Forecast. The foregoing list is illustrative and shall be subject to, and not construed as superseding in any respect, the prohibitions on payments provided for in Section 26 hereof and the consent rights of the DIP Lenders with respect to the Approved Cash Flow Forecast.

10. **Assignment by the Borrowers:** The Borrowers shall not be permitted to assign their interests in this Agreement without the prior written consent of each DIP Lender.

11. **Evidence of Indebtedness:** The DIP Agent shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP Agent register constitutes, in the absence of manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP Lenders pursuant to the DIP Facility.

12. **Interest; Fees** All amounts owing by the Borrowers hereunder to the DIP Lenders on account of the principal, overdue interest and expenses shall bear interest at a rate per annum equal to Adjusted Term SOFR (which, for purposes of this Agreement, shall have the meaning given to such term in the Senior Credit Agreement, treating the DIP Loans as SOFR Loans thereunder and utilizing a one-month Interest Period as set forth below) plus 7.00%, payable entirely in cash on each Interest Payment Date (the "**Interest Rate**"). To the extent permitted by Law, effective upon the occurrence of and during the continuance of an Event of Default, all outstanding amounts owing to the DIP Lenders hereunder by the Borrowers on account of principal, overdue interest and expenses shall bear interest at the Interest Rate plus an additional 2% per annum (the Interest Rate, as increased, the "**Default Rate**").

All interest hereunder shall be computed on the basis of a year of 360 days and shall accrue and be calculated daily and payable in cash, monthly in arrears on the last Business Day of each month (each, an "**Interest Payment Date**"); provided that unless otherwise agreed by the Required DIP Lenders, interest accruing at the Default Rate shall be payable in cash on demand, both before and after demand and judgment.

In the case of an Advance, the first "**Interest Period**" shall commence on and include the date of such Advance and shall end on and exclude the next following Interest Payment Date. Thereafter, in the case of such Advance, the Interest Period shall commence on and include the Interest Payment Date and end on and exclude the next Interest Payment Date or the Maturity Date, whichever is earlier.

On the date which is 60 days following the date on which the Initial

Advance is made, the Borrowers shall, solely to the extent the DIP Facility has not been repaid or refinanced in full in cash as of such date, pay a fee (the "**Commitment/Funding Fee**") of 3.00% of the Loan Amount to the DIP Lenders on a pro rata basis, which such Commitment/Funding Fee shall be payable in kind and capitalized on the principal amount of the DIP Loans on such date.

The Commitment/Funding Fee shall constitute part of the DIP Obligations, shall be secured by the DIP Charge, and shall bear interest at the Interest Rate (or, after the occurrence and during the continuance of an Event of Default, the Default Rate).

The DIP Lenders hereby confirm that no additional fees will be accrued in the event of any amendment, consent, waiver or accommodations that the DIP Lenders may agree to provide, in their sole discretion, pursuant to the terms hereof, other than reasonable, documented, out-of-pocket expenses in connection with the implementation of such amendment, consent, waiver, or accommodation or additional interest and fees that accrue solely from any increase in the Loan Amount.

13. **Other Costs and Expenses:** The Borrower shall pay (either in cash or through Deemed Draws, as defined below) all reasonable and documented third-party out-of-pocket costs and expenses of the DIP Agent, each DIP Lender and the Fronting Lender for all due diligence and all reasonable and documented fees, out-of-pocket expenses and disbursements of advisors (which, for the avoidance of doubt, shall include (i) Stikeman Elliott LLP, as counsel to the Senior Lenders, (ii) Paul, Weiss, Rifkind, Wharton & Garrison LLP, as special counsel to the Senior Lenders, (iii) a financial advisor to the Senior Lenders, (iv) Akin Gump Strauss Hauer & Feld LLP, as counsel to the Holder AHG, (v) Cassels Brock & Blackwell LLP, as counsel to the Holder AHG and (vi) Houlihan Lokey, as financial advisor to the Holder AHG), incurred in connection with the preparation, negotiation and consummation of this Agreement or any other Restructuring Transaction, the administration of the DIP Facility and participation in the CCAA Proceeding, including any reasonable and documented third-party costs and out-of-pocket expenses incurred by the DIP Agent, the DIP Lenders and the Fronting Lender in connection with the enforcement of any of the rights and remedies available hereunder or under the DIP Security (collectively, the "**DIP Lender Expenses**"). The DIP Lender Expenses shall form part of the DIP Obligations secured by the DIP Charge (as defined below). The Borrowers may, by providing notice to the DIP Lenders, opt to have DIP Lender Expenses paid directly by the applicable DIP Lender to its advisors, *provided* that any such payment by any DIP Lender to any such advisor will result in a dollar-for-dollar increase in the Loan Amount and in the principal amount outstanding under the DIP Facility owed to the applicable paying DIP Lender, effective as of the date of such payment (a "**Deemed Draw**").

14. **Approved Cash Flow Forecast:** Attached hereto as Schedule B is a detailed cash flow projection (the "**Initial Cash Flow Forecast**"), which is in form and substance

satisfactory to the Required DIP Lenders and which may include, *inter alia*, provision for payments on account of any interest and expenses which may be payable under the DIP Facility, rent and other occupancy costs, supplier payments, cash collateral required to support letters of credit issued by financial institutions, post-filing accounts payable in the ordinary course of the Business, Priority Payables, payments of amounts payable under the Royalty Agreements (provided such Royalty Agreement is properly registered on title, and it has been determined by a court of competent jurisdiction in a final, non-appealable Order that royalty granted under such Royalty Agreement is a valid royalty at law and runs with the land but excluding, for the avoidance of doubt, any ~~royalty~~ payments which are Prohibited Payments) and the Benefits Agreement, and the costs and expenses associated with the CCAA Proceeding. The foregoing list is illustrative and shall be subject to, and not construed as superseding in any respect, the prohibitions on payments provided for in Section 26 hereof and the consent rights of the DIP Lenders with respect to the Approved Cash Flow Forecast.

The Borrowers, with the assistance of the Monitor, shall, from time to time as required by this Agreement, present the DIP Lenders with a revised cash flow forecast in a substantially similar form (the "**Updated Cash Flow Forecast**"). Upon the written approval of the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), the Updated Cash Flow Forecast shall thereafter be deemed to be the effective cash flow forecast (the "**Approved Cash Flow Forecast**") for the purposes hereof. Until such time as the Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right) approve an Updated Cash Flow Forecast, the prior Approved Cash Flow Forecast shall remain in effect, with disbursement lines in the Operating Disbursements section (each, an "**OpEx Cost**") set forth in the then applicable Initial Cash Flow Forecast or Approved Cash Flow Forecast, as applicable, being rolled forward at the end of the period covered by such prior Approved Cash Flow Forecast, and all other line items being limited to any unused portion of the amount set forth for such line item in the prior Approved Cash Flow Forecast. The DIP Lenders shall be under no obligation to approve any Updated Cash Flow Forecast notwithstanding any prior approval of any prior or then-current Approved Cash Flow Forecast, recognizing that if no such approval is given the then-prior Approved Cash Flow Forecast shall remain in effect subject to the foregoing limitations.

Notwithstanding any other provision of this Agreement, neither the DIP Agent nor the DIP Lenders shall be obligated to make any advance under the DIP Facility unless the Borrowers are in compliance with the Approved Cash Flow Forecast (which may, for the avoidance of doubt and in the event that a Subsequent Cash Flow Forecast is not approved as required hereunder, be the prior Approved Cash Flow Forecast subject to the limitations on rolling-forward set forth above).

The DIP Lenders agree to approve allocations in the Approved Cash Flow Forecasts in respect of capital expenditures for the Steensby Railway project and related financing process (the "**Steensby**

Expansion") and exploration costs in an aggregate amount not to exceed the Pre-Approved Steensby CapEx amount. This obligation shall not require and shall not be construed as requiring any approvals in any respect in excess thereof; *provided* that the DIP Lenders shall, subject to agreement with the Borrowers on the terms of the SISP, the views of their financial advisors, and further understanding regarding non-discretionary spending with respect to the Steensby Expansion and exploration costs, discuss with the Borrowers approving additional amounts to be allocated to the Steensby Expansion and exploration costs with such allocations to remain subject to the Required DIP Lenders' sole discretion (subject to the Supermajority DIP Lender Budget Consent Right); *provided*, *however*, that the DIP Lenders shall agree to approve additional capital expenditures in connection with the Steensby Expansion or any additional exploration costs at such time as the Borrowers have (i) obtained one or more bona fide, binding, irrevocable bids in the SISP that provide for (A) the repayment in full in cash of the DIP Facility and the obligations under the Senior Credit Agreement and the Senior Secured Notes on or prior to the closing of such sale transaction, and (B) the consent of such bidder(s) to pursue the Steensby Expansion and further exploration, with a plan for execution which is reasonably acceptable to the Required DIP Lenders; (ii) submitted to the DIP Lenders supporting plans including engineering, design and operations acceptable to the Required DIP Lenders; and (iii) liquidity which is reasonably acceptable to the Required DIP Lenders; *provided*, *however*, that the approval of the Supermajority DIP Lenders shall be required with respect to allocations of more than $95 million to the Steensby Expansion or exploration in any Updated Cash Flow Forecast (the "**Supermajority DIP Lender Budget Consent Right**").

15. **Conditions Precedent to the Initial Advance:**

The DIP Lenders' obligation to make the Initial Advance hereunder from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Initial Advance Conditions**"):

(a) the Court shall have issued the Second Amended and Restated Initial Order in form and substance satisfactory to the DIP Agent, the Required DIP Lenders and the Fronting Lender, acting reasonably, among other things:

(i) authorizing and approving this Agreement;

(ii) granting the DIP Charge and the priority of the DIP Charge contemplated in this Agreement;

(iii) granting a stay of proceedings until ~~no earlier than September 30, 2026~~a date that is at least nine (9) weeks after the date of the Second Amended and Restated Initial Order; and

(iv) providing for provisional execution, or other protection satisfactory to the Required DIP Lenders, in respect of any and all Advances made and/or Liens and/or charges granted

for the DIP Loans, including the DIP Charge;

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their sole discretion;

(b) the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(c) no Default or Event of Default shall have occurred and be continuing or will occur as a result of the Initial Advance;

(d) there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof; and

(e) the Obligors shall have delivered to the DIP Agent customary officer's certificates and authorizing directors' resolutions, in form and substance satisfactory to the Required DIP Lenders~~; and~~

~~(f) .the Borrowers shall have confirmed to the DIP Agent and the Required DIP Lenders that all Authorizations which the Borrowers held as of the filing date of the CCAA Proceedings (the "**Filing Date**") remain in place.~~

16. **Conditions Precedent to Subsequent Advances:** The DIP Lenders' agreement to make Subsequent Advances~~, including during the Bridge Period,~~ is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Subsequent Advance Conditions**"):

(a) the Second Amended and Restated Initial Order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the Required DIP Lenders, in their ~~sole~~reasonable discretion;

~~(b) the Second Amended and Restated Initial Order has not been amended, restated or modified in a manner that materially adversely affects the rights, remedies or interests of the DIP Lenders without the prior written consent of the Required DIP Lenders; *provided* that any such modification which would require the consent of a given DIP Lender under section 34 hereof be subject to such DIP Lenders' consent;~~

(b) ~~(c)~~ the DIP Lenders shall have received an Advance Notice in accordance with the terms hereof;

(c) ~~(d)~~ all reasonable and documented third-party expenses payable to the DIP Agent, the DIP Lenders and the Fronting Lender

hereunder have been paid by the Borrowers in cash or via a Deemed Draw, or will be paid from the proceeds of the requested Advance on the date of the applicable Advance;

(d) ~~(e)~~ there shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(e) ~~(f)~~ no Default or Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance; and

~~(g) the Borrowers shall have confirmed to the DIP Agent and the Required DIP Lenders that all Authorizations which the Borrowers held as of the Filing Date remain in place; and~~

(f) ~~(h)~~ the Borrowers are in compliance with the Approved Cash Flow Forecast (subject to Permitted Variances) as of the date of the proposed Subsequent Advance (which may, for the avoidance of doubt and in the event that a Subsequent Cash Flow Forecast is not approved as required hereunder, be the prior Approved Cash Flow Forecast subject to the limitations on rolling-forward set forth in Section 14 above).

17. **DIP Charge:** All of the obligations of the Obligors under or in connection with the DIP Facility, including without limitation, all principal, interest, fees and DIP Lender Expenses (collectively, the "**DIP Obligations**"), shall be secured by a Court-ordered charge on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders (the "**DIP Charge**").

The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral other than (i) the administration charge not exceeding $5.0 million, (ii) the directors and officers charge not exceeding $20.4 million, and (iii) in respect of the Cash Collateral (as defined in the Amended and Restated Initial Order) (collectively, the "**Priority Charges**"), in each case unless otherwise consented by the Required DIP Lenders.

18. **DIP Security:** The Guarantors hereby guarantee in favour of the DIP Agent, for the benefit of the DIP Lenders, the payment and performance of the DIP Obligations of the Borrowers pursuant to the terms set forth in Schedule C hereto.

The DIP Lenders shall be permitted to request DIP Security (in form and substance reasonably satisfactory to the Required DIP Lender) from the Obligors at any time. The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP Agent, for the benefit of the DIP Lenders, subject to subordination only in respect of the Priority Charges and Priority Payables. For greater certainty, the delivery of DIP Security shall not be a condition precedent to the Initial Advance or any other advances of the Loan Amount as set out in sections 15 and 16.

19. **Hedging** The Borrowers will use best efforts to implement a hedging program,

Program working in consultation with the DIP Lenders, to manage volatility and protect the cost position of the business including, without limitation, with respect to iron ore and fuel.

20. **Borrowers' Account:** Advances shall be deposited into a bank account to be designated by the Borrowers (the "**Borrowers' Account**") and utilized by the Borrowers in accordance with the terms of this Agreement. At the request of the DIP Lenders, the Borrowers shall put in place a blocked account agreement in favour of the DIP Agent (for the benefit of the DIP Lenders) thereon on such terms as are acceptable to the Required DIP Lenders, in their discretion. Any such blocked account agreement shall not impose a payment block unless the Required DIP Lenders (or the DIP Agent acting at the instruction of the Required DIP Lenders) provide instruction to impose such a block, which instruction may not be given unless an Event of Default has occurred and is continuing.

21. **Repayment and Maturity Date:** All DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following:

(a) conversion of the CCAA Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(b) the occurrence of an Event of Default and a demand for payment by the DIP Agent (at the request of the Required DIP Lenders) following such occurrence and the expiration of any applicable cure period if such Event of Default is continuing as of the date of such request, unless the Required DIP Lenders (or the DIP Agent acting at the direction of the Required DIP Lenders) shall have rescinded such demand for payment;

(c) the closing of a Restructuring Transaction or combination of Restructuring Transactions; or

(d) the date that is twelve (12) months after the granting of the Second Amended and Restated Initial Order, subject to the extensions set forth below (the "**Stated Maturity Date**")

(such earliest date, the "**Maturity Date**").

The Stated Maturity Date may be extended two times (without counting the Additional Extension, as defined below) by the Borrowers for up to three (3) months each time, provided that (i) the Borrowers deliver a written extension request to the DIP Agent not less than ten (10) days prior to the then applicable Stated Maturity Date, (ii) no Default or Event of Default exists on the then applicable Stated Maturity Date, (iii) the Borrowers shall have paid an extension fee (the "**Extension Fee**") on the date of each such extension equal to two percent (2%) of the DIP Loans outstanding at such time, payable in-kind on the date of such extension to the DIP Agent on behalf of the DIP Lenders on a pro rata basis and capitalized on the principal amount of the DIP Loans as of such date and (iv) the Borrowers shall have provided to the DIP Agent and the DIP Lenders an Updated Cash Flow Forecast as approved by the Monitor and which shall be in form and substance satisfactory to the

Required DIP Lenders (subject to the Supermajority DIP Lender Budget Consent Right), through and including the date to which the Stated Maturity Date is extended; *provided* that if a binding offer has been obtained in the SISP which is acceptable to the Required DIP Lenders prior to the Maturity Date and at the time such an extension is sought, the Borrowers may, only once and subject to satisfaction of the requirements set forth in the foregoing provisos (i), (ii), and (iv), extend the Maturity Date for an additional three (3) months (the "**Additional Extension**") without paying an Extension Fee for such extension.

The DIP Lenders' commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be fully repaid no later than the Maturity Date, without the DIP Lenders being required to make demand upon the Borrowers or Guarantors or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable.

22. **Payments:** All payments of principal, interest and expenses hereunder, if applicable, shall be made for value in the full amount due at or before 12:00 noon on the day such amount is due by deposit or transfer thereof to the DIP Agent or as the DIP Lenders may direct. Payments received after such time shall be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment. Each payment to be made by the Borrowers under this Agreement shall be made in full without deduction, set-off or counterclaim of any kind or for any reason. If any expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP Agent may, but shall have no duty to do so, pay all such expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility. Unless otherwise consented to in writing by the Required DIP Lenders, the net cash proceeds of any sale, realization or disposition of, or with respect to, any of the Collateral (including obsolete, excess or worn-out Collateral) out of the ordinary course of business (for greater certainty, net of transaction fees and applicable taxes in respect thereof), or any insurance proceeds (net of expenses incurred by the applicable Obligor in connection therewith, including transaction fees and applicable taxes in respect thereof) (each "**Net Proceeds**") paid to the Borrowers or Guarantors in respect of Collateral, shall be paid to the DIP Agent (for the benefit of the DIP Lenders) and applied to prepay the DIP Obligations (or, if no DIP Obligations are then outstanding, reduce the commitments of the DIP Lenders ratably) in an amount equal to the Net Proceeds of such sale, realization, disposition or insurance proceeds. Any such amount repaid may not be reborrowed.

Notwithstanding the foregoing, in lieu of such prepayment, the applicable Obligor shall be permitted to apply such Net Proceeds within 30 days after the receipt thereof by such Obligor to, or to contract to,

repair or replace the affected Collateral, subject to such Obligor's written notice thereof to the DIP ~~Lender~~Lenders promptly following the sale, realization, disposition or casualty event in respect of insurance proceeds; *provided*, that any Net Proceeds shall be held in a segregated account until such time as they are utilized for repayment or reinvestment as permitted in this Section 22, and not otherwise disbursed.

23. **Indemnity; Limitation of Liability:**

The Obligors agree to indemnify and hold harmless the DIP Agent, the DIP Lenders, the Fronting Lender and their respective Affiliates, partners and officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses, damages, liabilities or reasonable and documented third-party expenses of any kind or nature whatsoever which may be incurred by any of the Indemnified Persons (collectively, the "**Claims**") as a result of, in connection with or in any way related to the DIP Facility, the priority of the DIP Charge, the proposed or actual use of the proceeds of the DIP Facility or this Agreement; provided, however, that the Obligors shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any Claim (a) to the extent it resulted from the gross negligence, wilful misconduct, bad faith, or material breach of this Agreement of any Indemnified Person as finally determined by a court of competent jurisdiction, or (b) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Obligors. Notwithstanding anything to the contrary herein, the indemnities granted under this Agreement shall survive any termination of the DIP Facility.

No party hereto shall be liable to any other party hereto for consequential, special, or punitive damages arising under this Agreement.

24. **Representations and Warranties:**

Each Obligor represents and warrants to the DIP Agent and DIP Lenders, upon which the DIP Agent and each of the DIP Lenders has relied in entering into this Agreement that:

(a) such Obligor is validly formed and existing under the laws of its jurisdiction of incorporation or formation;

(b) such Obligor has the power and capacity to own or lease and operate its property, to carry on its business ~~as now conducted and as proposed to be conducted~~, and subject to Court approval of this Agreement, to enter into, execute, deliver and perform its obligations under this Agreement;

(c) such Obligor has taken all necessary action to authorize the execution, delivery and performance of this Agreement. Subject to the issuance of the Second Amended and Restated Initial Order and the terms thereof, no consent or authorization of, filing with, notice to or any other act by, or in respect of, any

governmental authority or other person is required in connection with the extensions of credit hereunder or with the execution, delivery, performance, validity, or enforceability of this Agreement;

(d) this Agreement and the transactions contemplated by this Agreement:

(i) are within the powers of such Obligor and, subject to the granting of the Second Amended and Restated Initial Order, constitute legal, valid and binding obligations of such Obligor, enforceable against it in accordance with the terms hereof;

(ii) have been duly authorized, executed and delivered by or on behalf of such Obligor; and

(iii) subject to the granting of the Second Amended and Restated Initial Order, as applicable, do not and will not conflict with, contravene, violate or result in a breach of: (A) any of the terms or provisions of such Obligor's constating documents or by-laws, (B) any Material Contracts to which such Obligor is a party or pursuant to which any of its assets or property may be affected or (c) any applicable Law;

(e) ~~the~~The Business ~~of such Obligor~~ has been and will continue to be conducted in material compliance with all applicable Laws ~~(including environmental laws)~~and Authorizations of each jurisdiction in which the Business has been or is being carried on subject to the provisions of the CCAA and any Court order made after the date of the Initial Order~~, and such Obligor has no knowledge of any facts which result in, constitute, or are likely to give rise to, non-compliance with any Laws in any material respect~~;

(f) such Obligor owns, leases or has the lawful right to use all of the material properties and undertaking necessary for the conduct of the business of such Obligor;

(g) such Obligor has obtained and/or maintained any material Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect, and no proceedings have been commenced to revoke or amend any such Authorizations;

(h) such Obligor does not have any defined benefit pension plans or similar plans and is in material compliance with all applicable Law respecting its employees' employment and all collective bargaining agreements to which it is a party or otherwise bound;

(i) such Obligor is current on its material post-filing payment obligations for rent and other occupancy costs and expenses in respect of any premises that it leases;

(j) all of such Obligor's material obligations (including fiduciary, funding, investment and administrative obligations, if any)

required to be performed in connection with such Obligor's employee benefit plans have been performed on a timely basis;

(k) such Obligor has filed all Tax returns which were required to be filed and paid all Taxes (including interest and penalties) which are due and payable, except ~~(i) as disclosed to the DIP Lenders' advisors on [ ], 2026 at [ ]am/pm or (ii)~~ for charges, fees, or dues which are not material in amount or which are not delinquent or, if delinquent, are being contested in good faith if adequate reserves for payment of such obligations in the event that such contests are unsuccessful;

(l) such Obligor and each of its subsidiaries has good and valid title to, or legally binding property right in, or valid leasehold interests in, all material real property necessary or used in the ordinary conduct of its business, in each case free and clear of all Encumbrances other than Permitted Liens and except for minor defects in title as would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the operations or financial condition of the Obligors taken as a whole;

(m) all information provided by or on behalf of such Obligor to the DIP Lenders, including with respect to the Steensby Expansion and the status of the SISP, for the purposes of or in connection with this Agreement or any transaction contemplated herein, is true and accurate in all material respects on the date as of which such information was provided, not incomplete and does not omit to state any fact necessary to make such information (taken as a whole) not materially misleading at such time, in light of the circumstances under which such information was provided;

(n) none of the Obligors owns or controls, directly or indirectly, any subsidiaries which are not Obligors~~.~~;

(o) each Obligor maintains adequate insurance coverage, as is customary with companies in the same or similar business of such type, in such amounts and against such risks as is prudent for a business of its nature with financially sound and reputable insurers and that contain reasonable coverage and scope;

(p) except for those defaults which are stayed by the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, or as disclosed to the DIP Lenders in writing on or after the date hereof, all Material Contracts are in full force and effect and are valid, binding and enforceable in accordance with their terms, and the Obligors do not have any knowledge of any default that has occurred and is continuing thereunder (other than those defaults arising as a result of or relating to the insolvency of the Obligors or any of their affiliates or the commencement of the CCAA Proceeding);

(q) except as disclosed to the DIP Lenders in writing on or after the date hereof, there are no agreements of any kind (i) between the

Obligors and any other third party or any holder of debt or Equity Securities of the Obligors with respect to any Restructuring Transaction, which remain in force and effect as of the date hereof, or (ii) between the Borrowers and any related party;

(r) other than potential proceedings in connection with the Second Amended and Restated Initial Order to be sought by the Borrower, or this DIP Facility, or as stayed pursuant to the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, there is not now pending or, to the knowledge of any of the senior officers of the Obligors, threatened against the Obligors, nor has any Obligor received notice in respect of, any claim, potential claim, litigation, action, suit, arbitration or other proceeding by or before any court, tribunal, governmental entity or regulatory body, in each case that would reasonably be expected to be material and adverse to the Obligors, taken as a whole;

(s) each Obligor has maintained and paid current its material obligations, as applicable, for payroll, source deductions, harmonized, goods and services and retail sales tax, and is not in arrears of its statutory obligations to pay or remit any amount in respect of these obligations; and

~~(t) the Borrowers have not taken or omitted to take any action that would reasonably be expected to materially impact their continued operations, including (i) failing to procure any essential products needed before the shipping window closes (such as critical spare parts and any equipment, consumables, and supplies which are otherwise unable to be delivered during other months), (ii) ceasing their mining operations, or (iii) reducing their workforce in a manner which would reasonably be expected to cause such a material adverse impact; and~~

(t) ~~(u)~~ no Default or Event of Default has occurred and is continuing.

25. **Affirmative Covenants:** In addition to all other covenants and obligations contained herein, each Obligor agrees and covenants to perform and do each of the following until the DIP Facility is fully repaid or assigned with the written consent of the Required DIP Lenders:

(a) submit to the Court the Second Amended and Restated Initial Order, and any other Court orders which are being sought by the Obligors in a form confirmed in advance to be satisfactory to the Required DIP Lenders subject to any amendments that are required by the Court that are acceptable to the Required DIP Lenders (acting reasonably);

(b) materially comply with the provisions of all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(c) use commercially reasonable efforts to allow each of the DIP

Agent, DIP Lenders and their respective employees, agents, advisors and representatives access to all Collateral, information and documentation of the Obligors, to visit, inspect and conduct examinations of any of such Collateral, information and documentation (including any books and records) and discuss its business operations, properties and financial and other conditions with its officers, employees and independent public accountants, in each case, as may be reasonably requested by the DIP Agent or Required DIP Lenders, during normal business hours, in each case subject to applicable privacy laws and solicitor-client privilege; *provided* that visits to Nunavut by any of the foregoing parties shall be subject to such limitations as the Borrowers reasonably determine are necessary including due to cost, interference with operations, sealift, shipping season, and the SISP;

(d) preserve, renew, maintain and keep in full force its corporate existence and its material Authorizations required in respect of the Business or any of the Collateral;

(e) keep the DIP Lenders apprised on a timely basis of all material developments with respect to the Business and affairs of the Obligors, including with respect to updates regarding the CCAA Proceeding, the SISP, and the Steensby Expansion;

(f) conduct the Business and preserve, protect and maintain the Collateral in the ordinary course of Business~~;~~

~~(g) operate and maintain its respective properties and businesses in all material respects in accordance with industry practice~~ and in all material respects in accordance with applicable Law and all Court orders made in the CCAA Proceeding, including the Initial Order, Amended and Restated Initial Order and the Second Amended and Restated Initial Order;

(g) ~~(h)~~ except to the extent otherwise agreed by the ~~Required~~ DIP ~~Lenders~~Lender (acting reasonably), ~~pay all applicable Priority Payables and all other amounts necessary to~~ preserve the Collateral ~~to~~and avoid any Encumbrance thereon ~~and to carry on the business of each Obligor in the ordinary course~~;

(h) ~~(i)~~ promptly notify the DIP Lenders of the occurrence of any Default or Event of Default;

~~(j) comply in all material respects with all applicable Laws, rules and regulations applicable to its business, including environmental laws;~~

(i) ~~(k)~~ use the proceeds of the DIP Facility in a manner consistent with the restrictions set out herein and in all cases in accordance with the Approved Cash Flow Forecast (subject to Permitted Variances);

(j) ~~(l)~~ duly and punctually pay or cause to be paid to the DIP Agent on behalf of the DIP Lenders all principal, interest, fees, and

other amounts payable by it under this Agreement on the dates, at the places and in the amounts set forth herein;

(k) ~~(m)~~ on or prior to 5:00 p.m. (Toronto time) on the Monday of every fourth calendar week beginning after the date of this Agreement (each, a "**Testing Period**"), the Obligors shall have delivered to the DIP Agent and DIP Lenders (x) an Updated Cash Flow Forecast and (y) a Variance Report;

(l) ~~(n)~~ the Obligors shall have delivered to the DIP Lenders a business plan that is in form and substance satisfactory to the Required DIP Lenders, acting reasonably, by no later than ~~the date that is three (3) months after the issuance of the Initial Order; and~~September 30, 2026;

~~(o) On or prior to June 5, 2026 (or such later date as may be agreed to by the Borrowers and the Required DIP Lenders), the Obligors shall have entered into a key employee retention plan and/or a key employee incentive plan in form and substance acceptable to the Required DIP Lenders.~~

(m) ~~(p)~~ at all times maintain adequate insurance coverage of such kind and in such amounts and against such risks as is customary for the business of the Obligors with financially sound and reputable insurers in coverage and scope acceptable to the Required DIP Lenders, acting reasonably, and, if requested by the Required DIP Lenders, cause the DIP Agent to be listed as a loss payee or additional insured (as applicable) on such insurance policies and notify the DIP Lenders of any claims or losses exceeding $2,000,000. The Approved Cash Flow Forecast shall permit funding sufficient to pay the premiums in respect of such insurance;

(n) As soon as commercially reasonable but no later than July 15, 2026 (or such later date as may be agreed by the Borrowers and the Required DIP Lenders), the Obligors shall have entered into a key employee retention plan and/or a key employee incentive plan in form and substance acceptable to the Required DIP Lenders;

(o) ~~(q)~~ provide the DIP Agent and the DIP Lenders (by email to their counsel being sufficient) with draft copies of, and the opportunity to comment on, all motions, applications, proposed Court orders and other materials or documents that the Obligors intend to file in the CCAA Proceeding at least two (2) Business Days prior to such filing or, where it is not practically possible to do so within such time, as soon as possible prior to the date on which such motion, application, proposed Court order or other material or document is served on the service list in respect of the CCAA Proceeding;

(p) ~~(r)~~ promptly provide notice to the DIP Agent, the DIP Lenders and their counsel, and keep them otherwise apprised, of any material developments in respect of any Material Contract, and

of any material notices, orders, decisions, letters, or other documents, materials, information or correspondence received from any regulatory authority having jurisdiction over any Obligor, in each case which would reasonably be expected to have a material adverse effect on the Obligors' operations, business, or ability to perform under this Agreement and subject to any disclosure restrictions at Law or contained in any Court order or that, in the opinion of the Obligors (in consultation with the Monitor), each acting reasonably, are necessary to protect the Borrowers' restructuring process;

~~(s) promptly upon becoming aware thereof, provide details of any pending, or threatened claims, potential claims, litigation, actions, suits, arbitrations, other proceedings or notices received in respect of same, against any Obligor by or before any court, tribunal, Governmental Authority or regulatory body, which would be reasonably likely to result, individually or in the aggregate, in a judgment in excess of $1,000,000;~~

(q) ~~(t)~~ take all commercially reasonable actions necessary or available to defend any Court orders in the CCAA Proceedings from any appeal, reversal, modifications, amendment, stay or vacating not expressly consented to in writing in advance by the Required DIP Lenders relating to the DIP Facility or the DIP Charge;

~~(u) continue business operations in all material respects in the ordinary course ensuring full utilization of the shipping window, including (i) ensuring fuel and other necessary products for operations are secured for continued operations and (ii) shipping out all ready-to-ship product for sale; and the Borrowers will not materially change employee head count or staffing requirements except as may be needed to optimize cost structure and operations subject to the Approved Cash Flow Forecast and the prior written consent of the Required DIP Lenders;~~

(r) ~~(v)~~ maintain all Authorizations during the term of the DIP Facility in full force and effect and use commercially reasonable efforts to defend each such Authorization against revocation or amendment thereof, including by complying with the terms thereof;

~~(w) maintain in good repair, working order and condition all material properties and assets used or useful in the business of the Borrowers and make all such appropriate repairs thereto;~~

(s) ~~(x)~~ consult with the DIP Lenders from time to time at their reasonable request regarding which contracts are to be disclaimed in the CCAA Proceedings;

(t) ~~(y)~~ execute and deliver such loan and security documentation as may be reasonably requested by the DIP Agent or the Required DIP Lenders from time to time;

(u) ~~(z)~~ promptly pay or cause to be paid, as set forth in section 13 hereof, all DIP Lender Expenses no less frequently than every two weeks, provided that the DIP Lenders shall use commercially reasonable efforts to provide reasonable estimates of such expenses for purposes of the Approved Cash Flow Forecast~~.~~; and

(v) retain, within 15 Business Days of the end of the Bridge Period, and subsequently keep in place at all times, a chief restructuring officer, with customary powers and responsibilities, which is acceptable to the Required DIP Lenders.

26. **Negative Covenants:** Each Obligor covenants and agrees not to do the following, and not to permit any of its subsidiaries to do the following, in each case other than with the prior written consent of the Required DIP Lenders from and after the date hereof:

(a) make any payment of principal or interest in respect of Indebtedness (other than the DIP Facility) or declare or pay any dividends or make any other distribution in respect of its equity interests, in each case, except as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances);

(b) except as set forth in any Court order that is acceptable, acting reasonably, to the Required DIP Lenders, incur or permit to exist any Indebtedness (including, without limitation, any capital lease obligation, equipment lease, financing lease obligation, or debtor in possession financing other than the DIP Facility) other than as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances);

(c) except as set forth in any Court order that is acceptable to the Required DIP Lenders, acting reasonably, create, incur, or permit to exist any Encumbrance, or provide or seek to support a motion by another party to provide an Encumbrance, upon any of its properties or assets, in each case other than Permitted Liens;

(d) make any payments or use any monies (including, without limitation, proceeds of the DIP Facility) outside of the ordinary course of Business, unless provided for in the Approved Cash Flow Forecast (subject to Permitted Variances) or to ensure ongoing supply of goods or services essential for the business;

(e) make any investments in, acquisitions of, or loans to, or guarantee the Indebtedness or obligations of, any other Person, entity or assets, except as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances);

(f) except between Obligors, enter into or continue performance under any transaction with any affiliate or any of its or its affiliates' respective direct or indirect equity holders, senior officers, directors, managers or employees, except in the

ordinary course of business for a bona fide business purpose and not for any other purpose, except as expressly provided in the Approved Cash Flow Forecast (without regard to Permitted Variances); for certainty, nothing herein shall restrict the Obligors' rights to disclaim any of the above contracts or arrangements with related parties or associates or Affiliates of related parties in accordance with the CCAA;

(g) enter into or continue performance under any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type;

(h) make any Prohibited Payments;

(i) make any type of payment, or otherwise satisfy any claim, purported claim, liability, or other obligation, including without limitation of any pre-CCAA filing claim, that is not expressly provided for by the Approved Cash Flow Forecast;

(j) change its jurisdiction of incorporation or registered office;

(k) change its name, fiscal year end or accounting policies or amend its organizational documents;

(l) cease to carry on the Business as currently being conducted or materially change its operations or business practices;

(m) sell, assign, lease, convey or otherwise dispose of or transfer any material property, assets or undertakings, except for iron ore product or disposition of obsolete, redundant or ancillary assets or as may be approved by the Court with the prior written approval of the Required DIP Lenders;

(n) except as otherwise required under any Court order which is acceptable to the Required DIP Lenders or as expressly provided for in the Approved Cash Flow Forecast or this Agreement, establish or make any retention or bonus payments, increase compensation or severance entitlements or other benefits payable to directors, senior officers or senior management, or pay any bonuses whatsoever;

(o) enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against the Obligor;

(p) enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other similar transaction or series of transactions, allow any change of control to occur, or create or acquire any new subsidiary or become a general partner in any partnership that does not provide for the full repayment of the obligations under the DIP Facility;

(q) amend, supplement, revoke, terminate or discharge or seek to

amend, supplement, revoke, terminate or discharge, the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, except to amend and restate the Amended and Restated Initial Order as may be permitted by this Agreement;

(r) apply for or consent to, any Court order, or amendment or modification to an existing Court order which adversely affects or would reasonably be expected to adversely affect the DIP Agent or the DIP Lenders;

(s) file or support the confirmation of any plan of arrangement or liquidation, in each case, that treats the DIP Obligations as "affected" without the consent of the Required DIP Lenders;

~~(t) (i) enter into any material transaction or material agreements or (ii) amend or modify any existing agreements or transaction terms, in each case, including royalty agreements or similar agreements, without the consent of the Required DIP Lenders; *provided* that no such consent shall be needed to amend or modify any contract if such amendment or modification (i) does not affect the pre- or post-petition priority or value of any claim held by any DIP Lender, (ii) does not negatively impact the Borrowers' net cash flows or liquidity, and (iii) would not reasonably be expected to negatively impact the terminal value of the business from the perspective of potential purchasers;~~

(t) cancel or terminate any Material Contract, without the prior written consent of the DIP Lender;

(u) without the consent of the Required DIP Lenders, satisfy the delivery or other performance obligations and/or payment obligations under its contracts with Glencore plc or any of its affiliates, including, without limitation, any obligations to process or deliver iron ore;~~-~~

(v) take (or omit to take) any action to the extent such action would reasonably be expected to materially impair or otherwise adversely affect the ability of the Obligors to utilize any net operating losses, tax credit carry-forwards, built-in losses, basis, deductions or other tax attributes or ~~benefit~~benefits, in each case, without the prior written consent of the Required DIP Lenders;

(w) issue any Equity Securities, create any new class of Equity Securities, amend any terms of its existing Equity Securities, consent to or take any steps in furtherance of the exercise of any conversion right under any Equity Securities issued by it, or incorporate, create, or organize any new subsidiaries other than in connection with a Restructuring Transaction approved pursuant to a Court order which is acceptable to the Required DIP Lenders, acting reasonably; or

~~(x) seek, obtain, support, make or permit to be made any Court order or~~

any change, amendment or modification to any Court order that would reasonably be expected to materially affect the rights or protections of the DIP Agent or the DIP Lenders under or in connection with the DIP Facility or the DIP Charge, except with the prior written consent of the Required DIP Lenders, in their sole discretion;

(x) (y) seek or consent to the lifting of the stay of proceedings in the Initial Order, Amended and Restated Initial Order or the Second Amended and Restated Initial Order, as applicable, in favour of the Borrowers, or seek or consent to the appointment of a receiver or trustee in bankruptcy or any similar official in any jurisdiction;

(z) . make any changes to the composition of the board of directors of the Borrowers (including the addition, removal or replacement of directors, other than a resignation by a director), other than pursuant to a Court order acceptable to the Required DIP Lenders or with the Required DIP Lenders' approval (in their sole discretion); or

(aa) interfere with the Monitor in any efforts it undertakes to (i) meet and communicate with the DIP Agent and DIP Lenders and (ii) provide regular reports to the DIP Agent and DIP Lenders with respect to the DIP Facility and the CCAA Proceeding.

27. **Sales and Investment Solicitation Process; Expansion:** Unless otherwise agreed by the Supermajority DIP Lenders, the Borrowers and the DIP Lenders agree that the Borrowers (in consultation with the Monitor and the DIP Lenders) shall pursue a sales and investment solicitation process in form and substance acceptable to the Borrowers and the Supermajority DIP Lenders (the "**SISP**") approved pursuant to a Court order in respect of potential Restructuring Transactions and any such SISP shall include the following milestones (collectively, the "**SISP Milestones**"):

(a) the deadline for the commencement of the SISP will be no later than 3 months after the issuance of the Second Amended and Restated Initial Order;

(b) the deadline for the receipt of first round bids in connection with the SISP will be no later than 6 months after the issuance of the Second Amended and Restated Initial Order;

(c) the Borrowers shall complete all site visits for bidders prior to October 31, 2026; and

(d) the final deadline for the closing of a transaction resulting from the SISP will be no later than 12 months after the commencement of the SISP,

provided that the Borrowers may extend each of the foregoing dates in accordance with the Court order approving the SISP, which Court order shall be in form and substance acceptable to the Supermajority DIP Lenders; provided further however that nothing herein shall prohibit the pursuit of a Restructuring Transaction pursuant to a Court approved

plan at any time. For the avoidance of doubt, any DIP Lender or the DIP Agent may participate as a bidder in connection with any SISP in respect of potential Restructuring Transactions or Alternative Offtake and Service Agreements.

28. **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) any Court order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacating, amendment or restatement which (i) stays, reverses, vacates or otherwise modifies this Agreement or (ii) adversely affects or would reasonably be expected to adversely affect the enforceability of this Agreement or the DIP Charge unless the DIP Agent or Required DIP Lenders, as applicable, have given their prior written consent thereto, including the issuance of a Court order:

(i) appointing a receiver and manager, receiver, interim receiver or similar official in respect of an Obligor;

(ii) terminating, lifting or amending the stay imposed within the CCAA Proceeding in a manner which, in the opinion of the Required DIP Lenders, acting reasonably, is materially prejudicial to the DIP Lenders;

(iii) granting any other claim or Encumbrance of equal or priority status to that of the DIP Charge, other than the Priority Charges or the Priority Payables; or

(iv) prejudicially affecting the DIP Agent, DIP Lenders or the Collateral;

(b) failure of an Obligor to diligently oppose any party that brings an application or motion for any of the relief set out in subsection ~~27~~28(a) above~~ and/or the failure to secure the dismissal of such motion or application within 30 days from the date that such application or motion is brought (provided no affirmative Court order is issued on such motion or application during such period);~~;

(c) the CCAA Proceeding is terminated or converted to bankruptcy proceedings;

(d) failure of the Borrowers to (i) pay principal, interest or other amounts when due pursuant to this Agreement or any other document entered into in connection herewith, or (ii) pay or cause to be paid any reasonable and documented DIP Lender Expenses within two (2) Business Days of being invoiced therefor (either in cash or via Deemed Draws), *provided* that such invoices are delivered no more frequently than every two weeks~~, and such failure, in the case of each of items (i) and (ii), remains unremedied for more than two (2) Business Days~~;

(e) any Obligor ceases to carry on or maintain the Business or its assets in the ordinary course of the Business in compliance with the covenants contained in this Agreement, except where such cessation is otherwise consented to in advance in writing by the Required DIP Lenders;

(f) any representation or warranty made or given hereunder by any Obligor shall be incorrect or misleading in any material respect when made;

(g) any material violation or breach of any court order by an Obligor;

(h) failure of an Obligor to (x) perform or comply with any term or covenant of this Agreement ~~and such failure shall continue for more than five (5) Business Days after the earlier to occur of (i) any one or more of the Obligors having knowledge of such Event of Default or (ii) written notice of such Event of Default from the DIP Agent to the Borrowers, in either case, at the direction of the Required DIP Lenders to the Borrowers~~ or (y) achieve the SISP milestones in accordance with section 26;

(i) any proceeding, motion or application is commenced or filed by the Obligors, or if commenced by another party, is supported or otherwise consented to by the Obligors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facility, the DIP Lenders' Charge, or this Agreement;

(j) any Obligor makes any payments of any kind not permitted by this Agreement, the Approved Cash Flow Forecast or any order of the Court;

(k) any plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the Required DIP Lenders if such plan does not either provide for the repayment of the obligations under the DIP Facility in full by the Maturity Date, or designate the DIP Lenders as unaffected by such plan;

(l) any Obligor shall file a motion seeking, or take any action supporting a motion seeking, or the Court shall issue, an order, authorizing the sale or liquidation of substantially all or a material portion of its assets unless, in each case, either (i) the Required DIP Lenders consent to the filing of such motion, or (ii) the Court order approving such sale or liquidation contemplates payment in full in cash of all the DIP Obligations;

~~(m) any event or occurrence that materially adversely affects the Obligors, their business or their assets, in each case taken as a whole, as determined by the Required DIP Lenders in their sole discretion;~~

~~(n) a default (other than a default resulting from the insolvency of the Borrowers or the commencement of the CCAA Proceeding by the Borrowers, including, for greater certainty, as a result of failure to pay pre-filing amounts as a result of the~~

~~commencement of the CCAA Proceeding) under any Material Contract, or any material amendment of any Material Contract unless agreed to by the Required DIP Lenders in writing;~~

(m) ~~(o)~~ any change of control of any one or more of the Obligors that does not provide for the full repayment in cash of the obligations under the DIP Facility without the consent of the Required DIP Lenders;

~~(p) any Authorization issued to any Obligor is terminated, revoked, or suspended and such termination, revocation, or suspension has or would reasonably be expected to have a material adverse effect on the operations, financial condition, and/or future prospects of the Obligors taken as a whole;~~

(n) ~~(q)~~ any Obligor does not comply with any material term or condition of the SISP;

(o) ~~(r)~~ the priority of the Liens as contemplated hereby created pursuant to or under the DIP Security in favor of the DIP Agent for the benefit of the DIP Lenders is varied without the consent of the DIP Agent at the direction of the DIP Lenders or any of such Liens does not have the priority required hereunder for any reason in any jurisdiction;

(p) ~~(s)~~ any Obligor commences an action or any other proceeding in any proceeding or in any other court to (i) obtain any form of relief against the DIP Agent or DIP Lenders (or any one or more of them) including without limitation a proceeding to recover damages from the DIP Agent or the DIP Lenders or to obtain payment of any amounts purported to be owing by the DIP Agent or the DIP Lenders (or any one or more of them) to any Obligor if the DIP Agent or the DIP Lenders (or any one or more of them) disputes any of the same or (ii) challenge in any way the enforceability of this Agreement or any document entered in connection herewith or the Liens granted under or pursuant to the DIP Security; *provided*, for the avoidance of doubt, that an Obligor's enforcement of this Agreement against any DIP Lender shall not be an Event of Default under this clause 28(s);

(q) ~~(t)~~ any Obligor seeks, or consents to, any amendment of the SISP without the prior written consent of the DIP Agent at the direction of the Supermajority DIP Lenders;

(r) ~~(u)~~ the expiry without further extension of the stay of proceedings in the CCAA Proceeding;

(s) ~~(v)~~ the denial or purported repudiation by any Obligor of the legality, validity, binding nature, or enforceability of this Agreement or any document entered into in connection herewith, or any Obligor commencing any action or proceeding in any proceeding for a declaration or order to such effect;

(t) ~~(w)~~ this Agreement or any other document entered into in connection herewith (and for certainty including without limitation

the DIP Security) ceases to be enforceable;

(u) ~~(x)~~ except as stayed by order of the Court, the entry of one or more final judgements, writs of execution, garnishments or attachments representing a claim or claims in excess of $~~100,000~~500,000 or the equivalent amount thereof in any other currency, in the aggregate, against any Obligor or the property and assets of any Obligor which are subject to the Liens in favor of the DIP Agent for the benefit of the DIP Lenders that is not released, bonded, satisfied, discharged, vacated, stayed or accepted for payment by an insurer within 30 days after its or their entry, commencement or levy;

(v) ~~(y)~~ (i) a Variance Report or Updated Cash Flow Forecast is not delivered ~~within two (2) Business Days of~~on the day on which such Variance Report or Updated Cash Flow Forecast is required to be delivered pursuant to this Agreement, or (ii) there shall exist any variance in excess of any Permitted Variance, including any Permitted Variance specific to any disbursement line item as set forth in the definition of "Permitted Variance"; or

(w) ~~(z)~~ the retaining or appointment of either (i) a chief restructuring officer or Person in a similar role or (ii) a Monitor with expanded powers, in each case other than with the prior consent of the Required DIP Lenders or pursuant to a Court order which is acceptable to the Required DIP Lenders.

29. **Remedies:** Upon the occurrence and continuance of an Event of Default which is continuing on the date which is five (5) Business Days after the Borrower has received written notice of such Event of Default from the DIP Lender or the DIP Agent (acting at the direction of the Required DIP Lenders), the DIP Agent (acting at the direction of the Required DIP Lenders) or the Required DIP Lenders may elect on prior written notice to the Borrowers and the Monitor to:

(a) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility (including the Commitment/Funding Fee) and declare such amounts to be immediately due and payable;

(b) terminate the DIP Facility;

(c) apply for a Court order, on terms satisfactory to the Monitor and the Required DIP Lenders, providing the Monitor with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral, including applying to the Court for the appointment of a receiver, interim receiver or receiver and manager over the Borrowers or all or certain of their Collateral, or for the appointment of a trustee in bankruptcy in respect of the Borrowers;

(d) exercise the powers and rights of a secured party; and

(e) exercise all such other rights and remedies available to the DIP

Lenders hereunder, or pursuant to the Initial Order or otherwise in accordance with applicable Law.

The DIP Agent (acting at the direction of the Required DIP Lenders) may use (for certainty, on the instructions of the Required DIP Lenders in accordance with the definition thereof and section 34) any or all of the DIP Obligations as a credit bid and/or to pay for some or all of the purchase price (including any deposit payable in connection with such transaction) in connection with (a) any purchase of some or all of the properties and assets of the Borrowers and the Guarantors (or any one or more of them), (b) any Restructuring Transaction agreed to by the Borrowers (in consultation with the Monitor) and the Required DIP Lenders, in each case subject to any Court order and such reasonable terms and conditions as may be required in the opinion of the Borrowers (in consultation with the Monitor), each acting reasonably, to protect the Borrowers' restructuring process.

30. **Taxes:**

All payments by an Obligor under this Agreement, including any payments required to be made from and after the exercise of any remedies available to the DIP Agent and/or the DIP Lenders upon the occurrence and continuance of an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future Taxes; provided, however, that if any Taxes are required by applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP Lenders under this Agreement, the amounts so payable to the DIP Lenders shall be increased to the extent necessary to yield to the DIP Lenders on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Obligors shall provide evidence satisfactory to the Required DIP Lenders that the Taxes have been so withheld and remitted.

If the Borrowers pay an additional amount to the DIP Lenders to account for any Withholding Taxes, the DIP Lenders shall reasonably cooperate with the Borrowers to obtain a refund of the amounts so withheld, including filing income tax returns in applicable jurisdictions, claiming a refund of such Withholding Tax and providing evidence of entitlement to the benefits of any applicable tax treaty. The amount of any refund so received, and interest paid by the tax authority with respect to any refund, shall be paid over by the DIP Lenders to the Borrowers promptly. If reasonably requested by the Borrowers, the DIP Lenders shall apply to the relevant taxing authority to obtain a waiver from such withholding requirement, and the DIP Lenders shall cooperate with the Borrowers and assist the Borrowers to minimize the amount of Withholding Tax required, in each case at the Borrowers' sole expense.

31. **Termination by Borrowers**

The Borrowers shall be entitled to terminate this Agreement upon notice to the DIP Lenders at any time following the indefeasible payment in full in immediately available funds of all of the outstanding DIP Obligations. Effective immediately upon such termination, all obligations of the Borrowers and the DIP Lenders under this Agreement shall cease,

except for those obligations that explicitly survive termination. For greater certainty, all outstanding DIP Obligations in respect of all Advances funded prior to such termination shall become immediately due and payable concurrently with such termination and the DIP Lenders shall not be required to make any further extensions of credit under this Agreement.

32. **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the Required DIP Lenders may reasonably request for the purpose of giving effect to this Agreement.

33. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Agreement and any other documents entered into in connection herewith, this Agreement shall prevail.

34. **Amendments and Waivers:** No waiver or delay on the part of the DIP Lenders in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

All consents, waivers or amendments to or in connection with this Agreement and the DIP Facility and the transactions contemplated hereby or thereby must be in writing and if approved in writing by the DIP Agent at the direction of the Required DIP Lenders shall be binding on all of the DIP Lenders including those Lenders which did not execute any such consent, waiver or amendment; and any matters, documents or other things required to be acceptable or satisfactory to the DIP Lenders are and shall be deemed to be acceptable and satisfactory to all the DIP Lenders if acceptable or satisfactory to the DIP Agent at the direction of the Required DIP Lenders; provided that and for certainty, no consent, waiver or amendment shall be binding on the DIP Lenders unless each of the DIP Lenders executes a consent, waiver or amendment for any of the following matters: (a) increase the amount of any Lender's DIP Facility commitment amount; (b) change to the Maturity Date other than as expressly provided for herein; (c) postpone or delay the date for payment of any principal, interest or other DIP Obligations; (d) reduce the principal amount owing by the Borrowers or the rate of interest or any other fees applicable to amounts owing or to become owing hereunder or under the other documents in connection herewith; (e) change the pro rata commitments of any of the DIP Lenders in connection with the DIP Facility; (f) amend this section 34, the definition of "Required DIP Lenders", the definition of "Supermajority DIP Lenders" or any provision providing for consent or other action by all or any specific percentage or portion of the DIP Lenders; (g) discharge any Obligor from its payment obligations hereunder or under any other document in connection herewith or release any DIP Security except as may be expressly provided for in this Agreement; or (h) amend the

terms and conditions of the application of proceeds of any repayments or the sharing of payments; provided further that any consent, amendment, waiver or other modification with respect to this Agreement that would adversely and disproportionately modify the rights of any DIP Lender (in its capacity as such) under the DIP Facility compared to other DIP Lenders shall require the prior written consent of each such affected DIP Lender. Notwithstanding anything to the contrary contained herein, any consent, amendment, waiver or other modification that subordinates, or has the direct or indirect effect of subordinating, (x) any DIP Obligations in right of payment to any other Indebtedness for borrowed money or (y) any Encumbrances securing the DIP Obligations to any Encumbrances securing any other Indebtedness for borrowed money, in each case, shall require the prior written consent of the Supermajority DIP Lenders.

In addition, the Required DIP Lenders shall consult all other DIP Lenders in connection with any consent, waiver, amendment or other modification requiring the consent of the Required DIP Lenders.

35. **Severability:** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

36. **No Third Party Beneficiary:** No Person, other than the Obligors and the DIP Lenders are entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

37. **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

38. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. ~~Upon the Borrowers' acceptance of this Agreement, this Agreement shall be amended and restated to include provisions pursuant to which DIP Lenders may assign DIP Loans and/or sell participations in DIP Loans.~~ Any DIP Lender may assign its (i) rights and obligations under the DIP Facility ~~(i)~~ to any Eligible Assignee ~~or~~, and (ii) ~~to any other person, subject, solely in the case of this clause (ii) and solely to the extent that no Event of Default has occurred and is continuing at the time of such assignment, the Borrowers' prior consent (not to be unreasonably withheld)~~ its rights with respect to outstanding DIP Loans; *provided* that such assignment does not release such DIP Lender from its obligations to make Advances hereunder subject to the terms and conditions hereof.

Notwithstanding anything to the contrary herein, any DIP Lender may, without the consent of any other party hereto, pledge or grant a security interest in all or any portion of its rights under this Agreement to secure obligations of such DIP Lender to any financing counterparty; *provided* that such pledge or grant of a security interest does not release such DIP Lender from any of its obligations hereunder (including its obligations to make Advances subject to the terms and conditions hereof) or substitute any such pledgee or grantee for such DIP Lender as a party hereto.

39. **Notices:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person as set forth below:

in the case of a notice to the Obligors at:

c/o Baffinland Iron Mines Corporation
360 Oakville Place Dr., Suite 300
Oakville, Ontario L6H 6K8

Attention: Mark O'Brien
Email: mark.obrien@baffinland.com

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.
Toronto, ON M5V 3J7
Attention: Natalie Renner and Rob Nicholls
Email: nrenner@dwpv.com and rnicholls@dwpv.com

in the case of a notice to the DIP Agent at:

■

Attention: ■
Email: ■

in the case of a notice to the DIP Lenders at the notice information set forth in Schedule A, with copies to:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

Attention: Brian S. Hermann; Brian Bolin; Joseph M. Graham
Email: bhermann@paulweiss.com; bbolin@paulweiss.com; jgraham@paulweiss.com

and

Stikeman Elliott LLP
199 Bay St. #5300
Toronto, ON M5L 1B9

Attention: Maria Konyukhova; Logan Copen
Email: mkonyukhova@stikeman.com; lcopen@stikeman.com

and

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10022

Attention: Ira Dizengoff; Meredith Lahaie; Lucas Charleston
Email: idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com

and

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
Toronto, Ontario
M5H 0B4

Attention: Ryan Jacobs and Michael Wunder
Email: rjacobs@cassels.com and mwunder@cassels.com

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenberg@fticonsulting.com

With a copy to, which shall not constitute notice:

Osler, Hoskin & Harcourt LLP
First Canadian Place, 100 King St. W. #6200
Toronto, ON M5H 1H1

Attention: Marc Wasserman and Michael De Lellis
Email: mwasserman@osler.com and mdelellis@osler.com

Any notice delivered or transmitted to a Person as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt.

However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

In the event that any amount required to be paid hereunder is due on a day which is not a Business Day, such amount shall be paid on the next following Business Day with applicable interest adjustments.

40. **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

41. **Definitions:** For the purposes of this Agreement, unless context otherwise requires, the following terms have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

"**Advance**" has the meaning given to that term in section 8;

"**Advance Notice**" has the meaning given to that term in section 8;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

"**Amended and Restated Initial Order**" means the order of the Court entered on May 25, 2026;

"**Alternative Offtake and Service Agreements**" means offtake, service or other agreements in respect of the business of the Borrowers;

"**Approved Cash Flow Forecast**" has the meaning given to that term in section 14;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Collateral or the Business;

"**Benefits Agreement**" means the impact benefits agreement between BIM Corp. and the Qikiqtani Inuit Association dated September 6, 2013, as amended on October 22, 2018, and as may be further amended, supplemented or amended and restated from time to time;

"**Borrowers**" has the meaning given to that term in the recitals;

"**Borrowers' Account**" has the meaning given to that term in section 20;

"**Business**" means the business of iron ore mining at the Mary River Mine on Baffin Island in Nunavut, Canada;

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario or New York, New York;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all now-owned and hereafter-acquired assets and property of the Obligors, real and personal, tangible or intangible and all proceeds therefrom, including the Borrowers' Account and all assets used in the Business;

"**Commodity Agreement**" means, with respect to any Person, any commodity future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Commitment/Funding Fee**" has the meaning given to that term in section 12;

"**Court**" has the meaning given to that term in the recitals;

"**Currency Agreement**" means, with respect to any Person, any foreign exchange future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Default**" means the occurrence or existence of any event, fact or circumstances, that with the giving of notice, passage of time, or both, would constitute an Event of Default;

"**Default Rate**" has the meaning given to that term in section 12;

"**DIP Agent**" has the meaning given to that term in section 6;

"**DIP Charge**" has the meaning given to that term in section 17;

"**DIP Facility**" has the meaning given to that term in section 7;

"**DIP Lenders**" has the meaning given to that term in section 6;

"**DIP Lender Expenses**" has the meaning given to that term in section 13;

"**DIP Obligations**" has the meaning given to that term in section 17;

"**DIP Security**" means the DIP Charge and any and all security documents granted by the Obligors providing for a security interest in the Collateral and related personal property security registrations made in favour of the DIP Agent, for the benefit of the DIP Lenders, in connection with such security interest together with such confirmations, financing statements, renewals, amendments, discharges, insurance endorsements, opinions or other documents as may be reasonably requested by the Required DIP Lenders as security for the DIP Obligations;

"**EDC**" means Export Development Canada;

"**EDC Credit Agreement**" means that certain credit agreement dated as

of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto and EDC, as lender;

"**Eligible Assignee**" means (x) any DIP Lender or Affiliate or Related Fund of any DIP Lender, and (y) any SPC as long as the applicable DIP Lender remains obligated in respect of its commitments hereunder, *provided* that no Obligor or any Affiliate of any Obligor shall be an Eligible Assignee.

"**Encumbrances**" means any hypothec, encumbrance, lien, charge, pledge, deposit arrangement, mortgage, title retention agreement, trust, deemed trust, security interest of any nature, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege, or any other arrangement or condition that in substance or effect secures payment or performance of an obligation, or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in section 28;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hedging Obligations**" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement, Currency Agreement or Commodity Agreement;

"**Holder AHG**" means an ad hoc group of Holders providing DIP Loans hereunder.

"**Holders**" means holders of the notes under the Indenture.

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all letters of credit, letters of guarantee and similar instruments, notes or other similar instruments, (c) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, (d) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed

(contingently or otherwise) to purchase or otherwise acquire, (e) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, and (f) all obligations of such Person to otherwise assure a creditor against loss (for certainty, Hedging Obligations incurred by an Obligor in the ordinary course shall not be considered Indebtedness for purposes of this Agreement);

"**Indemnified Persons**" has the meaning given to that term in section 22;

"**Indenture**" means that certain Senior Secured Notes Indenture, dated as of June 27, 2018 (as amended, amended and restated or otherwise modified from time to time prior to the date of this Agreement), by and among the Borrowers, as issuers and the Indenture Agent;

"**Indenture Agent**" means Wilmington Trust, National Association, as trustee and collateral;

"**Initial Advance**" has the meaning given to that term in section 8;

"**Initial Advance Conditions**" has the meaning given to that term in section 15;

"**Initial Order**" means the order of the Court entered on May 15, 2026;

"**Interest Payment Date**" has the meaning given to that term in section 12;

"**Interest Period**" has the meaning given to that term in section 12;

"**Interest Rate Agreement**" means, with respect to any Person, any interest rate future or forward, swap or option, cap or collar or other similar agreement or arrangement as to which such Person is a party or a beneficiary;

"**Interest Rate**" has the meaning given to that term in section 12;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local or foreign, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in section 7;

"**Material Contract**" means any contract, license or agreement: (i) to which a Borrower or Guarantor is a party or is bound; and (ii) which is material to or necessary in the operation of any Borrower or Guarantor.

"**Maturity Date**" has the meaning given to that term in section 21;

"**Stated Maturity Date**" has the meaning given to that term in section 20;

"**Monitor**" means FTI Consulting Canada Inc., as the court-appointed monitor of the Borrowers and Nunavut Iron Ore Mines, Inc.;

"**Obligors**" has the meaning given to that term in section 5;

"**Permitted Liens**" means (i) the Permitted Priority Liens; (ii) the DIP Charge; (iii) any charges created under the Initial Order or other Court order subsequent and subordinated in priority to the DIP Charge; (iv) Encumbrances existing prior to the filing date of the CCAA Proceedings (the "**Filing Date**") which are subordinate to the DIP Charge; (v) inchoate statutory Liens arising after the Filing Date in respect of any accounts payable arising after the Filing Date in the ordinary course of business; and (vi) miner's liens incurred in the ordinary course of business.

"**Permitted Priority Liens**" means (i) the Priority Charges; (ii) any Encumbrance in respect of amounts payable by the Borrowers for wages, vacation pay, employee deductions, sales tax, excise tax, tax payable pursuant to Part IX of the *Excise Tax Act* (Canada) (net of input credits), income tax and workers compensation claims, in each case solely to the extent such amounts are given priority by applicable Law and only to the extent that the priority of such amounts has not been subordinated to the DIP Charge granted by the Court; and (iii) such other Encumbrances existing as of the Filing Date that have not been subordinated to the DIP Charge granted by the Court.

"**Permitted Variance**" means, for each Testing Period, variances in actual receipts and disbursements in amounts such that (a) (i) actual receipts are not less than 90% of projected receipts for (1) such Testing Period and (2) the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period; (ii) actual disbursements are not more than 110% of projected disbursements for (1) such Testing Period and (2) the cumulative period commencing on the date of the initial Approved Cash Flow Forecast and ending on the last day of such Testing Period, and (b) to the extent any Approved Cash Flow Forecast specifies a lower permitted variance amount (which may be 0%) with respect to a specific disbursement line item, actual disbursements during the applicable Testing Period for such disbursement line item are not higher, on a percentage basis as compared to projected disbursements for such disbursement line item during such Testing Period, than such specified variance amount. For purposes of measuring the foregoing variances~~,~~; (i) any unaccounted for fluctuation in the price of iron ore shall be excluded from the calculation of actual receipts; (ii) any unanticipated timing fluctuation in receipt of funds from any offtake arrangement shall be excluded from the calculation of actual receipts; provided the Obligors are in full compliance under such offtake arrangement and such timing fluctuation is due to non-compliance thereunder by a third-party; and (iii) the fees, costs, and expenses payable to the Monitor and its advisors and the advisors of the Obligors, as well as the DIP Lender Expenses, shall be excluded from disbursements. No amounts disbursed (x) in violation of any provision of this Agreement or (y) for a purpose which is not included in any line item in the Approved Cash Flow Forecast for the applicable Testing Period shall constitute Permitted Variances regardless of whether the other tests set forth in this definition have been satisfied.

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee;

"**Pre-Approved Steensby CapEx**" means capital expenditures in connection with (a) the Steensby Expansion in an aggregate amount not to exceed $20 million and (b) exploration costs not to exceed $10 million.

"**Priority Charges**" has the meaning given to that term in section 17;

"**Priority Payables**" means HST, all sales Tax and any amount payable or accrued by a Borrower which is secured by an Encumbrance which ranks or is capable of ranking prior to or *pari passu* with the Encumbrances created in connection with the DIP Charge (other than the Priority Charges) including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, construction trusts or construction liens, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the Encumbrances created in connection with the DIP Charge;

"**Prohibited Payments**" means any payment or satisfaction of any claim on account of (i) obligations owed (or which satisfaction of which would result in payment to) any direct or indirect beneficial owner of equity interests in any Obligor, including under any royalty agreement (except for any royalty agreement which is properly registered on title, and has been determined by a court of competent jurisdiction in a final, non-appealable Order that royalty granted under such Royalty Agreement is a valid royalty at law and runs with the land); (ii) any transaction which does not provide for fair and reasonable terms which are no less favorable than those that would be obtained in arm's-length transactions of a similar type, except between Obligors; and (iii) obligations incurred prior to the Filing Date unless otherwise approved by the Monitor and the Court;

"**Related Fund**" means, with respect to any Lender that is an investment fund, any other entity that is managed or advised by such DIP Lender or the same investment advisor as such DIP Lender or by an Affiliate of such investment advisor;

"**Required DIP Lenders**" means, as of any time of determination, DIP Lenders holding more than 50% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time;

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;

"**Royalty Agreements**" means, collectively, (i) the royalty agreement entered into among the Borrowers, 15877580 Canada Inc., ArcelorMittal Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc. dated March 25, 2024 and (ii) the royalty agreement entered into among the Borrowers, 16572367 Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc.;

"**Second Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the Required DIP Lenders and obtained on application made on notice to the service list in the CCAA Proceeding and to such Persons as the Required DIP Lenders and Obligors determine, acting reasonably, among other things, amending and restating the Amended and Restated Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;

"**Senior Agents**" means, collectively, Alter Domus (US) LLC, as administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, under the Senior Credit Agreement;

"**Senior Credit Agreement**" means that certain revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated May 27, 2025 and the sixth amendment dated November 24, 2025), by and among the Borrowers, as borrowers, the guarantors party thereto, the Senior Lenders and the Senior Agents;

"**Senior Lenders**" means the lenders under the Senior Credit Agreement;

"**Senior Secured Notes**" means the senior secured notes issued under the Indenture;

"**SISP**" has the meaning given to that term in section 27;

"**SISP Milestones**" has the meaning given to that term in section 27;

"**SPC**" means, with respect to any Lender, any special purpose vehicle identified in writing from time to time to the Administrative Agent and the Borrower that is formed for the purpose of providing all or any portion of the DIP Facility that such Lender would otherwise be obligated to make pursuant to this Agreement.

"**Stated Maturity Date**" has the meaning given to that term in section 21 hereof.

"**Steensby Expansion**" has the meaning given to that term in section 24;

"**Subsequent Advance**" has the meaning given to that term in section 8;

"**Supermajority DIP Lender Budget Consent Right**" has the meaning given to that term in section 14;

"**Supermajority DIP Lenders**" means, as of any time of determination, DIP Lenders holding not less than 66.67% of the sum of all DIP Loans outstanding and undrawn commitments in effect with respect thereto (without taking into account any commitments temporarily held by the Fronting Lender for the account of the ultimate Lenders) at such time; provided that, at all times, "Supermajority DIP Lenders" must include at least three (3) DIP Lenders, which DIP Lenders are not affiliates of each other.

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums and assessments imposed by any Governmental Authority, including all interest, penalties, fines or additions to tax imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"**Updated Cash Flow**" has the meaning given to that term in section 14;

"**Variance Report**" means a report in a form satisfactory to the Required DIP Lenders and the Monitor acting reasonably setting forth for all Obligors (i) actual receipts and disbursements for the preceding Testing Period for each line item in the Approved Cash Flow Forecast for such Testing Period, and (ii) actual receipts and disbursements on a cumulative basis since the beginning of the period covered by the then operative Approved Cash Flow Forecast, in each case as against the then operative Approved Cash Flow Forecast, and setting forth all the variances, on a line-item and aggregate basis in comparison to the amounts set forth in respect thereof in the then operative Approved Cash Flow Forecast. Each Variance Report shall include reasonably detailed explanations for any variances for either receipts or disbursements, in each case exceeding five percent (5%) of the Approved Cash Flow Forecast for each line item in the Approved Cash Flow Forecast and all items on a cumulative basis during the relevant period; and

"**Withholding Taxes**" has the meaning given to that term in section 30.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

BORROWERS:

BAFFINLAND IRON MINES CORPORATION

by _____

BAFFINLAND IRON MINES LP, **by its general partner, BAFFINLAND IRON MINES CORPORATION**

by _____

GUARANTORS:

NUNAVUT IRON ORE, INC.

by _____

12334992 CANADA INC.

by _____

SCHEDULE A

DIP FACILITY COMMITMENTS

DIP Lender	DIP Commitment	Notice Information
Brigade Capital Management, LP	$30,000,000	
Polen Capital Credit, LLC	$45,000,000	
Opps XII BLIM Holdings, L.P.	$~~180,000,000~~210,000,000	Oaktree Capital Management 555 South Flower Street, 36th Floor Los Angeles, CA 90071 Attention: David Nicoll Email: dnicoll@oaktreecapital.com
Hartree Partners, LP	$~~45,000,000~~15,000,000	Hartree Partners, LP 1185 Avenue of the Americas, New York, NY 10036 Attention: Scott Potolsky Email: HMFI-notices@hartreepartners.com CC: legalNY@hartreepartners.com
Total……	$300,000,000	

SCHEDULE B

APPROVED CASH FLOW FORECAST

SCHEDULE C

LOAN GUARANTY

(a) Each Guarantor hereby agrees that it is jointly and severally liable for, and, as a primary obligor and not merely as surety, and absolutely and unconditionally and irrevocably guarantees to the DIP Agent for the ratable benefit of the DIP Lenders and the other secured parties (the "**Guaranty**") the full and prompt payment, when and as the same shall become due, whether at stated maturity, upon acceleration or otherwise, and at all times thereafter, of the DIP Obligations (collectively the "**Guaranteed Obligations**"). Each Guarantor further agrees that the Guaranteed Obligations may be extended or renewed in whole or in part without notice to or further assent from it, and that it remains bound upon its guarantee notwithstanding any such extension or renewal. If any or all of the Guaranteed Obligations becomes due and payable hereunder, each Guarantor, unconditionally and irrevocably, promises to pay such indebtedness to the DIP Agent and/or the DIP Lenders or the other secured parties, on demand, together with any and all expenses which may be incurred by the DIP Agent and the DIP Lenders in collecting any of the Guaranteed Obligations, to the extent reimbursable in accordance with this Agreement.

(b) Guaranty of Payment. This Guaranty is a guaranty of payment and not of collection. Each Guarantor waives any right to require the DIP Agent or any DIP Lender to sue any Borrower, any other Guarantor or any other Person obligated for all or any part of the Guaranteed Obligations (each, an "**Obligated Party**"), or otherwise to enforce its rights in respect of any collateral securing all or any part of the Guaranteed Obligations. The DIP Agent may enforce this Loan Guaranty upon the occurrence and during the continuance of an Event of Default.

(c) No Discharge or Diminishment of Guaranty.

(i) Except as otherwise provided for herein, the obligations of each Guarantor hereunder are unconditional, irrevocable and absolute and not subject to any reduction, limitation, impairment or termination for any reason, including: (i) any claim of waiver, release, extension, renewal, settlement, surrender, alteration, or compromise of any of the Guaranteed Obligations, by operation of law or otherwise; (ii) any change in the corporate existence, structure or ownership of any Obligated Party; (iii) any insolvency, bankruptcy, reorganization or other similar proceeding affecting any Obligated Party, or their assets or any resulting release or discharge of any obligation of any Obligated Party; (iv) the existence of any claim, setoff or other rights which any Guarantor may have at any time against any Obligated Party, the DIP Agent, any DIP Lender or any other Person, whether in connection herewith or in any unrelated transactions; (v) any direction as to application of payments by any Borrower or by any other party; (vi) any other continuing or other guaranty, undertaking or maximum liability of a Guarantor or of any other party as to the Guaranteed Obligations; (vii) any payment on or in reduction of any such other guaranty or undertaking; (viii) any dissolution, termination or increase, decrease or change in personnel by the Borrowers or (ix) any payment made to the DIP Agent or any DIP Lender on the Guaranteed Obligations which any such DIP Agent or DIP Lender repays to any Borrower pursuant to court order in any bankruptcy, reorganization, arrangement, moratorium or other debtor relief proceeding, and each Guarantor waives any right to the deferral or modification of its obligations hereunder by reason of any such proceeding.

(ii) Except for termination of a Guarantor's obligations hereunder, the obligations of each Guarantor hereunder are not subject to any defense (other than defense of payment resulting in a payment in full in cash of the Guaranteed Obligations) or setoff, counterclaim, recoupment, or termination whatsoever by reason of the invalidity, illegality, or unenforceability of any of the Guaranteed Obligations or otherwise, or any provision of applicable law or regulation purporting to prohibit payment by any Obligated Party, of the Guaranteed Obligations or any part thereof.

(iii) Further, the obligations of any Guarantor hereunder are not discharged or impaired or otherwise affected by: (i) the failure of the DIP Agent or any DIP Lender to assert any claim or demand or to enforce any remedy with respect to all or any part of the Guaranteed Obligations; (ii) any waiver or modification of or supplement to any provision of any agreement relating to the Guaranteed Obligations; (iii) any release, non-perfection, or invalidity of any indirect or direct security for the obligations of the Borrowers for all or any part of the Guaranteed Obligations or any obligations of any other Guarantor of or other Person liable for any of the Guaranteed Obligations; (iv) any action or failure to act by the DIP Agent or any DIP Lender with respect to any collateral securing any part of the Guaranteed Obligations; or (v) any default, failure or delay, willful or otherwise, in the payment or performance of any of the Guaranteed Obligations, or any other circumstance, act, omission or delay that might in any manner or to any extent vary the risk of such Guarantor or that would otherwise operate as a discharge of any Guarantor as a matter of law or equity.

(d) Defenses Waived. To the fullest extent permitted by applicable law and except for termination of a Guarantor's obligations hereunder, each Guarantor hereby waives any defense based on or arising out of any defense of any Borrower or any other Guarantor or arising out of the disability of the Borrowers or any other Guarantor or any other party or the unenforceability of all or any part of the Guaranteed Obligations or any part thereof from any cause, or the cessation from any cause of the liability of any Borrower or any other Guarantor. Without limiting the generality of the foregoing, each Guarantor irrevocably waives acceptance hereof, presentment, demand, protest and, to the fullest extent permitted by law, any notice not provided for herein, including notices of nonperformance, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, and notices of the existence, creation or incurrence of new or additional Guaranteed Obligations, as well as any requirement that at any time any action be taken by any Person against any Obligated Party, or any other Person, including any right to require the DIP Agent or any DIP Lender to (i) proceed against any Borrower, any other Guarantor or any other party, (ii) proceed against or exhaust any security held from any Borrower, any other Guarantor or any other party or (iii) pursue any other remedy in any DIP Agent's or DIP Lenders' power whatsoever. The DIP Agent may, at its election, foreclose on any collateral held by it by one or more judicial or nonjudicial sales, whether or not every aspect of any such sale is commercially reasonable (to the extent permitted by applicable law), accept an assignment of any such collateral in lieu of foreclosure or otherwise act or fail to act with respect to any collateral securing all or a part of the Guaranteed Obligations, and the DIP Agent may, at its election, compromise or adjust any part of the Guaranteed Obligations, make any other accommodation with any Obligated Party or exercise any other right or remedy available to it against any Obligated Party, or any security, without affecting or impairing in any way the liability of such Guarantor under this Guaranty. To the fullest extent permitted by applicable law, each Guarantor waives any defense arising out of any such election even though that election may operate, pursuant to applicable law, to impair or extinguish any right of reimbursement or subrogation or other right or remedy of any Guarantor against any Obligated Party or any security.

(e) Authorization. The Guarantors authorize the DIP Agent and the DIP Lenders without notice or demand (except as shall be required by applicable statute and cannot be waived), and without affecting or impairing its liability hereunder, from time to time, to:

(i) change the manner, place or terms of payment of, and/or change or extend the time of payment of, renew, increase, accelerate or alter, any of the Guaranteed Obligations (including any increase or decrease in the principal amount thereof or the rate of interest or fees thereon), any security therefor, or any liability incurred directly or indirectly in respect thereof, and this Guaranty shall apply to the Guaranteed Obligations as so changed, extended, renewed or altered;

(ii) take and hold security for the payment of the Guaranteed Obligations and sell, exchange, release, impair, surrender, realize upon or otherwise deal with in any manner and in any order any property by whomsoever at any time pledged or mortgaged to secure, or howsoever securing, the Guaranteed Obligations or any liabilities (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and/or any offset there against;

(iii) exercise or refrain from exercising any rights against any Obligor or others or otherwise act or refrain from acting;

(iv) release or substitute any one or more endorsers, Guarantors, or the Borrowers, or other obligors;

(v) settle or compromise any of the Guaranteed Obligations, any security therefor or any liability (including any of those hereunder) incurred directly or indirectly in respect thereof or hereof, and may subordinate the payment of all or any part thereof to the payment of any liability (whether due or not) of the Borrowers to their creditors other than the DIP Agent or DIP Lenders;

(vi) apply any sums by whomsoever paid or howsoever realized to any liability or liabilities of the Borrowers to the DIP Agent or DIP Lenders regardless of what liability or liabilities of the Borrowers remain unpaid;

(vii) consent to or waive any breach of, or any act, omission or default under, this Agreement or any of the instruments or agreements referred to herein, or otherwise amend, modify or supplement this Agreement or any related documents or other such instruments or agreements; and/or

(viii) take any other action which would, under otherwise applicable principles of common law, give rise to a legal or equitable discharge of the Guarantors from their respective liabilities under this Loan Guaranty.

(f) Rights of Subrogation. Any indebtedness of the Borrowers now or hereafter owing to any Guarantor is hereby subordinated to the Obligations owing to the DIP Agent and the DIP Lenders; and if the DIP Agent so requests at a time when an Event of Default exists, all such indebtedness of the Borrowers to such Guarantor shall be collected, enforced and received by such Guarantor for the benefit of the DIP Agent and the DIP Lenders and be paid over to the DIP Agent on behalf of the DIP Lenders on account of the Guaranteed Obligations, but without affecting or impairing in any manner the liability of such Guarantor under the other provisions of this Guaranty.

(g) Reinstatement; Stay of Acceleration. If at any time any payment of any portion of the Guaranteed Obligations is rescinded or must otherwise be restored or returned upon the

insolvency, bankruptcy, or reorganization of any Borrower or otherwise, each Guarantor's obligations under this Guaranty with respect to that payment shall be reinstated at such time as though the payment had not been made. If acceleration of the time for payment of any of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of any Borrower, all such amounts otherwise subject to acceleration under the terms of any agreement relating to the Guaranteed Obligations shall nonetheless be payable by the other Guarantors forthwith on demand by the DIP Agent.

(h) Liability Cumulative. The liability of each Guarantor under this Loan Guaranty is in addition to and shall be cumulative with all liabilities of such Guarantor to the DIP Agent and the DIP Lenders under this Agreement and any related documents to which such Guarantor is a party or in respect of any obligations or liabilities of the other Guarantors, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 6/9/2026 12:58:03 AM	
Style name: Office 2016	
Intelligent Table Comparison: Active	
Original filename: Baffinland - DIP Term Sheet (Submission 5.30).docx	
Modified DMS: iw://stikeman.cloudimanage.com/SEDOCS/151290156/1	
Description: 1	
Changes:	
Add	113
~~Delete~~	124
~~Move From~~	9
Move To	9
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	255

Secured Creditor Protections

The following sets out protections that the Senior Secured Lenders (the "**SSL**") are willing to provide to Export Development Canada in its capacity as pre-filing secured creditor ("**EDC**")for the period from June 10, 2026 through June 30, 2026 (the "**Bridge Period**"), should the SSL DIP facility ("**SSL DIP**") be approved by the CCAA court.

(a) Consent Rights

The following matters shall require the prior written consent of EDC:

1. **Appointment of Chief Restructuring Officer or Expansion of Monitor Powers.** The appointment of any chief restructuring officer or any expansion of the powers of the Monitor beyond those set out in the Initial Order.
2. **DIP Facility Draws Above Interim Bridge Amount.** Any draws on the SSL DIP in excess of $110 million.
3. **Waivers of DIP Facility Limits.** Any waivers of imposed limits under the SSL DIP in respect of the Steensby Expansion project or mineral exploration expenses.

(c) No Exclusivity

4. The SSL confirm that the SSL DIP does not include any provisions limiting the ability of the Debtors to solicit or accept alternative proposals for final or interim financing.

(d) Consultation Rights

The Company, the Monitor, and their respective advisors shall consult with EDC in respect of the following matters:

5. **Investment Banker Selection for** Sales and Investment Solicitation Process (the "**SISP**")**.** The Company shall consult with EDC on investment banker candidates to conduct the SISP prior to interviewing any such candidates, shall permit EDC to attend interviews with candidates and provide feedback, and shall consult with EDC on the engagement terms of the selected investment banker prior to finalisation.
6. **Development of the SISP.** The Company shall consult with EDC on the development of the SISP, and appropriate consultation and information rights for EDC shall be incorporated into the SISP procedures, subject to confidentiality.
7. **Budgets and Cash Flow Forecasts.** The Company and the Monitor shall consult with EDC on any proposed budgets and cash flow forecasts (and any amendments thereto) prior to the finalisation or Court approval of any such budgets or forecasts.
8. **Specified Capital Expenditures and Commitments.** The Company and the Monitor shall consult with EDC prior to: (i) any discretionary capital expenditures toward the Steensby Expansion project or non-discretionary capital expenditures toward the Steensby Expansion project above $20 million; (ii) any discretionary exploration expenditures or non-discretionary exploration expenditures above $10 million; (iii) any payments to related parties or insiders; or (iv) any binding sealift procurement

commitments related to the Steensby Expansion, or otherwise outside of normal course operations.

(e) Information Rights

EDC shall be entitled to the following information and reporting rights throughout the Bridge Period:

9. **Information Equivalent to DIP Lenders.** EDC shall receive the same level of written information and financial reporting received by the SSL as DIP Lender, including variance reporting.
10. **Regular Update Calls.** Management and Company advisors shall host regular weekly update calls with EDC addressing the business, the restructuring proceedings, and the SISP (once implemented).
11. **Payment of Advisor Fees.** The reasonable fees and disbursements of EDC's professional advisors shall be paid by the Company and included as a line item in the approved cash flow forecast.

Secured Creditor Protections

The following sets out protections that the Senior Secured Lenders (the "**SSL**") are willing to provide to Export Development Canada in its capacity as pre-filing secured creditor ("**EDC**")for the period from June 10, 2026 through June 30, 2026 (the "**Bridge Period**"), should the SSL DIP facility ("**SSL DIP**") be approved by the CCAA court.

(a) Consent Rights

The following matters shall require the prior written consent of EDC:

1. **Appointment of Chief Restructuring Officer or Expansion of Monitor Powers.** The appointment of any chief restructuring officer or any expansion of the powers of the Monitor beyond those set out in the Initial Order.
2. **DIP Facility Draws Above Interim Bridge Amount.** Any draws on the SSL DIP in excess of $110 million.
3. **Waivers of DIP Facility Limits.** Any waivers of imposed limits under the SSL DIP in respect of the Steensby Expansion project or mineral exploration expenses.

(c) No Exclusivity

4. The SSL confirm that the SSL DIP does not include any provisions limiting the ability of the Debtors to solicit or accept alternative proposals for final or interim financing.

(d) Consultation Rights

The Company, the Monitor, and their respective advisors shall consult with EDC in respect of the following matters:

5. **Investment Banker Selection for** Sales and Investment Solicitation Process (the "**SISP**")**.** The Company shall consult with EDC on investment banker candidates to conduct the SISP prior to interviewing any such candidates, shall permit EDC to attend interviews with candidates and provide feedback, and shall consult with EDC on the engagement terms of the selected investment banker prior to finalisation.
6. **Development of the SISP.** The Company shall consult with EDC on the development of the SISP, and appropriate consultation and information rights for EDC shall be incorporated into the SISP procedures, subject to confidentiality.
7. **Budgets and Cash Flow Forecasts.** The Company and the Monitor shall consult with EDC on any proposed budgets and cash flow forecasts (and any amendments thereto) prior to the finalisation or Court approval of any such budgets or forecasts.
8. **Specified Capital Expenditures and Commitments.** The Company and the Monitor shall consult with EDC prior to: (i) any discretionary capital expenditures ~~above $[20] million~~ toward the Steensby Expansion project or non-discretionary capital expenditures toward the Steensby Expansion project above $20 million; (ii) any discretionary exploration expenditures or non-discretionary exploration expenditures above $~~[~~10~~]~~ million; (iii) any payments to related parties or insiders; or (iv) any binding sealift

procurement commitments ~~above $[●]~~related to the Steensby Expansion, or otherwise outside of normal course operations.

(e) Information Rights

EDC shall be entitled to the following information and reporting rights throughout the Bridge Period:

9. **Information Equivalent to DIP Lenders.** EDC shall receive the same level of written information and financial reporting received by the SSL as DIP Lender, including variance reporting.
10. **Regular Update Calls.** Management and Company advisors shall host regular weekly update calls with EDC addressing the business, the restructuring proceedings, and the SISP (once implemented).
11. **Payment of Advisor Fees.** The reasonable fees and disbursements of EDC's professional advisors shall be paid by the Company and included as a line item in the approved cash flow forecast.

Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 6/9/2026 11:01:21 AM	
Style name: Office 2016	
Intelligent Table Comparison: Active	
Original DMS: iw://stikeman.cloudimanage.com/SEDOCS/151261194/5	
Description: DIP - Interim Bridge Financing -Concession List	
Modified DMS: iw://stikeman.cloudimanage.com/SEDOCS/151261194/6	
Description: DIP - Interim Bridge Financing -Concession List	
Changes:	
Add	7
~~Delete~~	7
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	14

This is Exhibit "**E**" referred to in the Affidavit of Joshua Gordon, affirmed June 9, 2026. The affiant and I both were located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

Gordon, Joshua

Subject: FW: Baffinland - Fronting Lender KYC
Attachments: FinCEN CDD Rule Certification.pdf; CIP Sendout 3.5.pdf

Importance: High

From: Jacobs, Ryan
Sent: Tuesday, June 09, 2026 11:42 AM
To: Schwill, Robin <rschwill@dwpv.com>; nrenner@dwpv.com; mwasserman@osler.com; De Lellis, Michael <mdelellis@osler.com>; Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>; greg.watson@fticonsulting.com
Cc: Charleston, Lucas <lcharleston@akingump.com>; Ethridge, Nell <nethridge@akingump.com>; Wunder, Michael <mwunder@cassels.com>; Maria Konyukhova (mkonyukhova@stikeman.com) <mkonyukhova@stikeman.com>; Meredith Lahaie (mlahaie@akingump.com) <mlahaie@akingump.com>; Brittney Ketwaroo <bketwaroo@stikeman.com>
Subject: Baffinland - Fronting Lender KYC
Importance: High

Robin and Natalie - As we advised the Monitor's counsel, Barclays bank will be the fronting lender under the Senior Secured Lenders' DIP. Barclays is working to be ready to fund the Debtors as early as tomorrow or Thursday (in the event the Court approves the Senior Secured Lenders' DIP) and they have some customary KYC information they need from your clients. Can you please assist us in working with your client to help get Barclays the information identified below? We have copied the Monitor team so they can assist as well. Thank you.

In case you are unfamiliar with the concept of a fronting lender, as described in the terms of the binding DIP commitment (see section 6 page 2), upon acceptance by the Company, the commitment is amended to include Barclays as a signatory pursuant to which they would become the commitment party for 100% of the DIP commitment. They would use their own balance sheet cash to fund the DIP loans and then subsequently assign the funded DIP loans to our clients and PW's clients. This benefits the Debtors as they have one lender to deal with under the commitment and the certainty of funding by a major financial institution with no incremental cost (Barclays just keeps the interest that accrues between the time they fund and when they assign the DIP loans to our clients).

To be obtained from **Debtors:**

- Tax ID Number or Completed IRS W9/W8
- Executive Directors: The full legal names of the Senior Executives (e.g. President, CEO, COO, CFO, Chairman or equivalent) who are known to exercise significant influence of business and strategy.
    a. Provide COR for all Individuals named
- Board of Directors: The full legal names of the members of the Board of Directors
    a. If Not applicable, please confirm as such

- Ownership: The full legal name of all direct/indirect shareholders (individuals or entities) with greater than 9.99% economic interest and voting rights in the entity (including through the aggregation of holdings in one or more intermediary companies, collective and family shareholdings and also through Bearer Share holdings)
    a. The date of birth and country of residence for individuals identified as ultimate beneficial owners. If none at this time, please confirm so.
    b. The full legal name and registered address for entities identified. If none at this time, please confirm so
- Constitution Information: The entity's constitution documents (Certificate of Incorporation, Articles of Association, LLC Agreement, LP Agreement, Incumbency Certificate, etc.) showing the law under which the entity is incorporated.
    a. Are there different classes of shares? **[YES/NO]**
    b. Are there different voting rights on shares? **[YES/NO]**
    c. Where there is share capital, have shares been issued in Bearer Share form? **[YES/NO]** (If this is not applicable please confirm N/A)
- Does the entity conduct business activities in or with the governments of any of the following Restricted Countries/Regions? **[YES/NO]**
    a. Iran
    b. North Korea
    c. Syria
    d. Cuba
    e. Venezuela
    f. The Ukraine Restricted Regions of:
        i. Crimea
        ii. Donetsk
        iii. Luhansk
        iv. Kherson
        v. Zaporizhzhia

FinCEN Certification Form

- Ensure that this is filled out in its entirety, signed, dated and ID(s) are attached.
- If the individual beneficial ownership is not applicable please be sure to mark the “N/A” box on the bottom half of the form.

Disclosure (attached). This document is for your reference and does not require a response. It must be sent to a contact at the client, even if received by a third party representative:

- Customer Identification Program Notification

Ryan Jacobs
Cassels
O: 416.860.6465
C : 647.971.3407

Financial Crimes Enforcement Network
Customer Due Diligence Rule (FinCEN CDD Rule)

To whom it may concern:

In order to clarify and strengthen customer due diligence ("CDD") requirements for certain financial institutions, the United States Department of the Treasury Financial Crimes Enforcement Network ("FinCEN") issued the CDD Rule to amend existing Bank Secrecy Act ("BSA") regulations. Among other requirements, the CDD Rule imposes a new requirement on covered financial institutions to identify and verify the individuals that directly or indirectly own 25 percent or more of the equity interests of a legal entity customer and an individual who has significant responsibility for managing the legal entity customer (*i.e.* the beneficial owners).

For the purpose of compliance with the CDD Rule, Barclays Capital Inc., Barclays Bank Delaware and Barclays Bank PLC, New York Branch are covered financial institutions.[1] In order to fulfill our regulatory obligations, we require all legal entity customers to complete the appended Certification regarding Beneficial Owners for all new accounts opened on or after May 11, 2018—the CDD Rule effective date or when existing account information is updated to incorporate changes in beneficial ownership after the effective date. As a global institution operating in jurisdictions around the world, Barclays internal policies and procedures may also require the identification and verification of beneficial owners that directly or indirectly own 10 percent or more of the equity interests of legal entity customers.

Please complete and return the certification with the required information. This certification is based on the form located in the Final Rule at Appendix A.[2] If you believe you fall under an exclusion or exemption to the CDD Rule, please provide rationale and supporting rationale and/or documentation for the specific exclusion and/or exemption.

We appreciate your cooperation in our efforts to enhance financial transparency and to help safeguard the financial system against illicit use.

[1] "Covered financial institution" is defined at 31 CFR 1010.605(e)(1).
[2] Federal Register, see: https://www.federalregister.gov/documents/2016/05/11/2016-10567/customer-due-diligence-requirements-for-financial-institutions.

General Instructions

What is the purpose of this form?

To help the government fight financial crime, Federal regulation requires Barclays to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the individual opening a new account on behalf of a legal entity with Barclays Capital Inc., Barclays Bank Delaware and/or Barclays Bank PLC, New York Branch. Barclays Capital Inc., Barclays Bank Delaware and Barclays Bank PLC, New York Branch are U.S. covered financial institutions for the purpose of compliance with the CDD Rule.

For the purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. Legal entity does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. Persons) for the following individuals (*i.e.*, the beneficial owners):

Definition of beneficial owner:

(i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (*e.g.*, each natural person that owns 25 percent or more of the shares of a corporation); **and**

(ii) An individual with significant responsibility for managing the legal entity customer (*e.g.*, a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of “beneficial owner” may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (*e.g.*, the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (*i.e.*,one individual under section (ii) and four 25 percent equity holders under section (i)).

N.B. Barclays asks to see a copy of a driver’s license, passport, or other identifying document for each beneficial owner listed on this form for the purposes of verification.

Barclays Bank PLC, One Churchill Place, London, England is a UK-headquartered financial institution authorized and regulated by the UK Financial Conduct Authority (FCA). Its registered number is 122702.

BARCLAYS

Certification Regarding Beneficial Owners of Legal Entity Customers

Individuals opening an account on behalf of a legal entity must provide the following information, with all fields being mandatory.

Name and Title of Individual Opening Account

Name

Title

Name, Type, and Principal Business Address of Legal Entity for Which the Account is Being Opened

Name

Type

Address

The following information for <u>one</u> individual with significant responsibility[3] for managing the legal entity

	Name and Title First Middle Last	**Date of Birth** MM/DD/YYYY	**Address** Residential or Business Street Address, including Country	**Social Security Number** (U.S. Persons) **Passport Number + Country of Issuance** (non-U.S. Persons)[4]
1				

Please attach copies of a driver's license, passport, or other identifying document for each individual listed above.

[3] "Significant responsibility" is defined as an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer) or any other individual who regularly performs similar functions.

[4] In lieu of a passport number, non-U.S. persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

Barclays Bank PLC, One Churchill Place, London, England is a UK-headquartered financial institution authorized and regulated by the UK Financial Conduct Authority (FCA). Its registered number is 122702.

BARCLAYS

The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity customer

☐ *Not Applicable – please check this box if there is no individual who owns 25 percent or more of the equity interest of the legal entity. Barclays internal policies and procedures may still require the identification and verification of beneficial owners who own 10 percent or more of the equity interests of a legal entity customer.*

	Name and Title First Middle Last	**Percentage of Ownership** (%)	**Date of Birth** MM/DD/YYYY	**Address** Residential or Business Street Address, including Country	**Social Security Number** (U.S. Persons) **Passport Number + Country of Issuance** (non-U.S. Persons)[5]
1					
2					
3					
4					

Please attach copies of a driver's license, passport, or other identifying document for each individual listed above.

Optional: An exclusion/exemption applies to the legal entity customer

☐ *If you believe the legal entity falls under an exclusion or exemption from the beneficial ownership requirements, please check the box and identify the applicable exclusion/exemption.*

_____

Applicable exclusion/exemption

_____

Supporting rationale and/or documentation of qualification for exclusion

Certification of information contained herein

I, _____ (*name of individual opening account*), in my capacity as _____ of the legal entity customer listed above, hereby:

(a) certify, to the best of my knowledge, that the information provided above is complete and correct, and

(b) agree that the legal entity customer listed above will notify Barclays of any change to the information provided herein that would result in a change to the list of beneficial owners identified above.

Signature _____ *Date* _____

[5] In lieu of a passport number, non-U.S. persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

BARCLAYS

CIP Notification

NOTICE: IMPORTANT INFORMATION ABOUT PROCEDURES FOR ENTERING INTO A RELATIONSHIP WITH BARCLAYS

To help the US government fight the funding of terrorism and money laundering activities, Federal law requires all US financial institutions to obtain, verify, and record information that identifies each person, including legal entities that open an account at Barclays. When you open an account we will ask you for your name, address, government-issued identification number, and date of birth (if applicable) and other information that will allow us to affirmatively identify you. We may also ask to see or obtain a copy of your driver's license or other identifying documents as required under the law. Please see the below link for further information on how your personal information can be used.

https://www.ib.barclays/content/dam/barclaysmicrosites/ibpublic/documents/gdpr/online_privacy_notice_us.pdf

Special Measures – USAPA Section 311 Notices

- Effective March 09, 2006, pursuant to US regulations issued under section 311 of the USA PATRIOT ACT, we are prohibited from opening or maintaining a correspondent account for, or on behalf of, Commercial Bank of Syria or any of its subsidiaries (including Syrian Lebanese Commercial Bank).
- Effective March 31, 2016, pursuant to U.S. regulations issued under section 311 of the USA PATRIOT Act, we are prohibited from opening or maintaining a correspondent account or payable through account for, or on behalf of FBME Bank Ltd., formerly known as the Federal Bank of the Middle East Ltd., or any of its subsidiaries.
- Effective November 9, 2016, pursuant to U.S. regulations issued under section 311 of the USA PATRIOT Act, we are prohibited from opening or maintaining a correspondent account or payable through account for, or on behalf of a North Korean banking institution or any of its subsidiaries
- Effective November 8, 2017, pursuant to U.S. regulations issued under section 311 of the USA PATRIOT Act, we are prohibited from opening or maintaining a correspondent account or payable through account for, or on behalf of Bank of Dandong or any of its subsidiaries
- Effective October 25, 2019, pursuant to U.S. regulations issued under Section 311 of the USA PATRIOT Act, we are prohibited from opening or maintaining in the United States a correspondent account for, or on behalf of, any Iranian financial institution. The regulations also require us to notify you that you may not provide an Iranian financial institution, including any of its agencies, branches, offices, or subsidiaries, with access to the correspondent account you hold at our financial institution to process transactions that are prohibited, and not authorized or exempt, pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (IEEPA), any regulation, order directive or license issued pursuant thereto, or any other sanctions program administered by the Department of the Treasury's Office of Foreign Asset Control ("prohibited transactions"). If we become aware that the correspondent account you hold at our financial institution has processed any prohibited transactions involving Iranian financial institutions, including any agencies, branches, offices, or subsidiaries thereof, we will be required to take appropriate steps to prevent such access, including terminating your account.
- Effective February 1, 2023, pursuant to section 9714(a) of the Combating Russian Money Laundering Act, as amended by section 6106(b) of the National Defense Authorization Act for Fiscal Year 2022, we are prohibited from engaging in a transmittal of funds from or to Bitzlato, or from or to any account or CVC address administered by or on behalf of Bitzlato.
- Effective July 26,2024, pursuant to U.S. regulations issued under Section 311 of the USA PATRIOT Act, see 31 CFR 1010.663, we are prohibited from opening or maintaining in the United States a correspondent account for, or on behalf of, Al-Huda Bank. The regulations also require Barclays to notify you that you may not provide Al-Huda Bank, including any of its subsidiaries, branches, and offices access to the correspondent account you hold at Barclays. If we become aware that the correspondent account you hold at Barclays has processed any transactions involving Al Huda Bank, including any of its subsidiaries, branches, and offices, we will be required to take appropriate steps to prevent such access, including terminating your account.
- Effective September 26, 2024, pursuant to section 9714(a) of the Combating Russian Money Laundering Act,

as amended by section 6106(b) of the National Defense Authorization Act for Fiscal Year 2022, we are prohibited from engaging in a transmittal of funds from or to PM2BTC or its underlying exchange services, PM2BTC.ME, BTC2PM.ME, PM2CASHIN.ME, BTC2CASHIN.ME and PM2WM.ME or from or to any account or CVC address administered by or on behalf of PM2BTC. If we become aware that the correspondent account you hold at Barclays has processed any transactions involving PM2BTC, including any of its subsidiaries, branches, and offices, we will be required to take appropriate steps to prevent such access, including terminating your account.

- Effective November 17, 2025, pursuant to U.S. regulations issued under Section 311 of the USA PATRIOT Act, see FinCEN Final Rule Special Measure Regarding Huione Group, as a Foreign Financial Institution of Primary Money Laundering Concern (90 FR 48295), we are prohibited from opening or maintaining in the United States a correspondent account for, or on behalf of, Huione Group. The regulations also require us to notify you that you may not provide Huione Group, including any of its subsidiaries, branches, and offices access to the correspondent account you hold at our financial institution. If we become aware that the correspondent account you hold at our financial institution has processed any transactions involving Huione Group, including any of its subsidiaries, branches, and offices, we will be required to take appropriate steps to prevent such access, including terminating your account.
- Pursuant to U.S. regulations issued under Section 311 of the USA PATRIOT Act, see FinCEN NPRM Special Measure Regarding Transactions Involving Ten Mexican Gambling Establishments as a Class of Transactions of Primary Money Laundering Concern, we are prohibited from opening or maintaining in the United States a correspondent account that is established, maintained, administered, or managed for, or on behalf of, a foreign banking institution if such account is used to process a transaction involving any of the following Mexico-based gambling establishments (the "Gambling Establishments"), including any subsidiaries, branches, and offices thereof:
    - Emine Casino (San Luis Rio Colorado, Sonora)
    - Casino Mirage (Culiacan, Sinaloa)
    - Midas Casino (Agua Prieta, Sonora)
    - Midas Casino (Guamúchil, Sinaloa)
    - Midas Casino (Los Mochis, Sinaloa)
    - Midas Casino (Mazatlan, Sinaloa)
    - Midas Casino (Rosarito, Baja California)
    - Palermo Casino (Nogales, Sonora)
    - Skampa Casino (Ensenada, Baja California)
    - Skampa Casino (Villahermosa, Tabasco)

  The proposed regulations also require us to notify you that you may not provide any of the Gambling Establishments, including any of their respective subsidiaries, branches, and offices, with access to the correspondent account you hold at our financial institution. If we become aware that the correspondent account you hold at our financial institution has processed any transactions involving any of the Gambling Establishments, including any of their respective subsidiaries, branches, and offices, we will be required to take appropriate steps to prevent such access, including terminating your account. Although the regulation has not yet been finalized, Barclays has decided to implement it at this time.
- Pursuant to proposed U.S. regulations issued under Section 311 of the USA PATRIOT Act, see 31 CFR 1010.666 & 91 FR 10034, we are prohibited from opening or maintaining in the United States a correspondent account for, or on behalf of, MBaer Merchant Bank AG (MBaer), its subsidiaries, branches, and offices operating as a financial institution in any jurisdiction outside the U.S. The regulations also require us to notify you that you may not provide MBaer, including any of its subsidiaries, branches, and offices access to the correspondent account you hold at our financial institution. If we become aware that the correspondent account you hold at our financial institution has processed any transactions involving MBaer, including any of its subsidiaries, branches, and offices, we will be required to take appropriate steps to prevent such access, including terminating your account. Although the regulation has not yet been finalized, Barclays has decided to implement it at this time.

US Special Measures Prohibiting Certain Transmittals of Funds with 3 Mexican Financial Institutions

FinCEN has issued three orders, effective October 20, 2025, pursuant to the US FEND Off Fentanyl Act and 21 USC §2313a identifying three Mexico-based financial institutions as being of primary money laundering concern in connection with illicit opioid trafficking. We are prohibited from engaging in any transmittal of funds from or to any of the following:

- CIBanco S.A., Institución De Banca Multiple ("CIBanco")
- Intercam Banco S.A., Institución de Banca Multiple ("Intercam")
- Vector Casa de Bolsa, S.A. de C.V. ("Vector")

Pursuant to these regulations, you may not provide CIBanco, Intercam, or Vector, including any of their subsidiaries, branches, and offices, access to the correspondent account you hold at our financial institution. If we become aware that the correspondent account you hold at our financial institution has processed any transactions involving CIBanco, Intercam, or Vector, including any of their subsidiaries, branches, and offices, regardless of location, we will be required to take appropriate steps to prevent such access, including terminating your account.

FinCEN Orders:

- Special Measure Prohibiting Certain Transmittals of Funds Involving CIBanco;
- Special Measure Prohibiting Certain Transmittals of Funds Involving Intercam; and
- Special Measure Prohibiting Certain Transmittals of Funds Involving Vector.

Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") / Regulation GG

Pursuant to the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA") and implementing regulations issued by Federal regulatory authorities ("Regulation GG"), U.S. Barclays entities and branches are prohibited from conducting restricted transactions, as defined in 12 C.F.R. Section 233.2(y), (including, without limitation, the acceptance or receipt of credit or other receipt of funds through an electronic funds transfer, or by check, draft or similar instrument, or the proceeds of any of the foregoing) that are related, directly or indirectly, to unlawful internet gambling. The term "unlawful internet gambling," as used in this Notice, shall have the meaning as set forth in 12 C.F.R. Section 233.2(bb)

Other Disclosures

Please forward this to all of your branches and banking subsidiaries, as necessary.
By definition of USA Patriot Act, "Foreign Correspondent Bank" means all non-US banks and branches of US banks located outside of the United States (collectively "foreign banks") who have trading relationships with Barclays Bank PLC, New York and Miami Branches and Barclays Capital Inc.

* * * * * * * * *

FINRA Rule 4370 (e) requires each FINRA member to disclose to its customers how its business continuity plan addresses the possibility of a future significant business disruption and how the member plans to respond to events varying in scope. The disclosure must be made in writing to customers at account opening, posted on the member's Web site and mailed to customers upon request.
In response to this rule, enclosed is a copy of Barclays Capital Inc.'s Business Continuity Management Plan Summary (Barclays Capital Inc. is an indirect subsidiary of Barclays Bank PLC). This information can also be found at:

http://investmentbank.barclays.com/disclosures/barclays-business-continuity-management.html

* * * * * * * * *

In addition, if you are the responsible plan fiduciary with respect to a plan or arrangement subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA") as to which it is expected that Barclays will provide investment banking or capital markets related services to, please visit our website at http://group.barclays.com/disclosures/erisa. This link contains certain information in connection with services we

may provide to the ERISA plans for which you are responsible.

* * * * * * * * *

IRS Circular 230 Disclosure: Barclays Capital Inc. and its affiliates do not provide tax advice. Please note that (i) any discussion of US tax matters contained in this communication (including any attachments) cannot be used by you for the purpose of avoiding tax penalties; (ii) this communication was written to support the promotion or marketing of the matters addressed herein; and (iii) you should seek advice based on your particular circumstances from an independent tax advisor.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, and 12334992 CANADA INC.

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF JOSHUA GORDON
(SWORN JUNE 9, 2026)

CASSELS BROCK & BLACKWELL LLP
Suite 3200, Bay Adelaide Centre - North Tower
40 Temperance Street
Toronto, ON M5H 0B4

Timothy Pinos LSO #: 20027U
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rjacobs@cassels.com

Lawyers for the Ad Hoc Committee of Senior Secured Noteholders

Tab 4

Docusign Envelope ID: D0015138-6A87-8689-8114-EA72B5026C4A

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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 NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, AND 12334992 CANADA INC.

Applicants

AFFIDAVIT OF DAVID NICOLL
(Sworn June 14, 2026)

I, **DAVID NICOLL**, of the City of San Marino, in the State of California, MAKE OATH AND SAY:

1. I am a Managing Director of Oaktree Capital Management, L.P. ("**Oaktree**"). Pursuant to the Credit Agreement dated May 26, 2017 (as amended from time to time, the "**Credit Facility**") and the security documents related thereto, Oaktree and Hartree Partners, LP ("**Hartree**") are the first-ranking secured lenders (together, the "**First Secured Lenders**") of Baffinland Iron Mines Corporation ("**BIM Corp.**"), 12334992 Canada Inc., Nunavut Iron Ore, Inc. (collectively, the "**Applicants**"), and Baffinland Iron Mines LP ("**BIM LP**" and together with the Applicants, the "**Debtors**" or the "**Company**"). The First Secured Lenders are owed the principal amount of $183 million, plus accrued interest and fees.

2. I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true. I do not, and do not intend to, waive privilege by any statement made herein. All references to currency in this affidavit are expressed in United States dollars, unless otherwise indicated.

3. I swear this affidavit in opposition to the motion to authorize the Applicants to enter into the debtor-in-possession ("**DIP**") financing agreement among the Debtors and His Majesty in Right of Canada (the "**Government of Canada**") as represented by Export Development Canada ("**EDC**") on June 3, 2026 (the "**Priming DIP**"). I also swear it in support of the First Secured Lenders' request that this Court authorize the Applicants to enter into the joint DIP proposal (the

Docusign Envelope ID: D0015138-6A87-8689-8114-EA72B5026C4A

"**SSL DIP**") submitted on May 30, 2026, as amended, by the First Secured Lenders and the ad hoc committee (the "**Ad Hoc Committee**", and together with the First Secured Lenders, the "**Senior Secured Lenders**") of holders of the 8.750% senior secured notes issued by BIM Corp. (the "**Notes**" and the "**Senior Secured Noteholders**").

4. I graduated from Harvard University in 2002 with a Bachelor of Arts degree with a major in Economics. I have nearly 25 years of experience as an investment professional, including in mandates related to distressed restructurings and mining investments. I joined Oaktree in January 2020. Prior to that, I was a Managing Director of Aequim Alternative Investments between January 2018 and December 2019, and held various positions at Watershed Asset Management between September 2009 and September 2016, including as a Managing Director.

PART I – OVERVIEW

5. The First Secured Lenders hold first-ranking security over all of the assets of the Company and are owed the principal amount of approximately $183 million. Together with the Ad Hoc Committee, the Senior Secured Lenders represent nearly 90% of the Company's approximately $833 million in secured debt.[1]

6. The Government of Canada, the proponent of the Priming DIP, is not a creditor of the Company. Its agent, EDC, holds a $75 million second-lien position on a *pari passu* basis with the Notes, and is junior in priority to the Credit Facility. The Senior Secured Lenders bear the overwhelming economic risk in this proceeding and it is their collateral that the Priming DIP seeks to subordinate.

7. To my knowledge, the Government of Canada did not at any point propose to fund the Company on a junior basis to the Senior Secured Lenders (a proposal to which they would agree). I believe that this is because all stakeholders realize that there is significant risk that the Company will be unable to generate sufficient sale or investment proceeds to pay out its existing secured creditors (the Senior Secured Lenders, the balance of the Senior Secured Noteholders, and EDC) after paying out the proposed DIP financing.

8. The Company has engaged in sustained efforts over several years to raise equity financing to advance a proposal to construct a railway between the Company's Mary River Mine

[1] The Debtors have other creditors that have security in specific inventory and/or equipment.

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site (the "**Mary River Mine**") to the Steensby Port, which, if constructed, is expected to significantly increase the production capacity of the Mary River Mine (the "**Steensby Project**"). The Company has been unable to secure any committed capital injection in the amounts needed to construct the Steensby Project.

9. In late 2025, the First Secured Lenders provided needed liquidity to the Company to prevent an almost certain CCAA filing, advancing new money and extending the maturity under the Credit Facility to allow the Company to continue to seek a comprehensive out of court restructuring. Over the ensuing six months, as described in this affidavit, various members of the Company's management team have repeatedly made representations that a recapitalization was imminent and in-hand. Obviously, no such solution materialized.

10. Soon after becoming involved in November 2025, it became apparent that the Company was unable to manage its liquidity in a prudent manner. The Company breached its liquidity covenant in the Credit Facility by January 2026, failed most milestones under two successive waivers, and, month after month, ran down its cash position while deferring asset-sale proceeds. The asset sales were a fundamental piece of the Company's plan to achieve near-term stability by injecting additional liquidity into the business. The Company also repeatedly represented to the First Secured Lenders that it would engage in asset sales to manage the Company's near-term liquidity position.

11. Despite this pattern of defaults, the First Secured Lenders refrained from accelerating the loan under the Credit Facility and continued engaging with the Company in good faith. As time progressed, the First Secured Lenders became increasingly concerned about the Company's ability to generate sufficient funds to continue operating and urged the Debtors to start planning for an orderly and co-operative restructuring under the CCAA.

12. In the face of the First Secured Lenders' restraint, continued engagement with the Company, and warnings about the risk of not having enough time to plan and prepare for a CCAA process – and despite weekly and almost daily communications – the Applicants commenced these CCAA Proceedings on May 15, 2026, without any advance notice to or consultation with the First Secured Lenders.

13. The CCAA process that has unfolded suggests that insufficient advance planning went into the filing, which left the Company's stakeholders scrambling to accommodate the resulting urgency and lack of organization. While the Company has attempted to characterize as

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unforeseen and unforeseeable the events it has faced leading up to and since the commencement of this proceeding, a decision to file for CCAA protection should have been made sooner. The need for the business to manage working capital, its employees, and vendors around the sealift was a significant focus of the First Secured Lenders, who urged the Company to focus on de-risking those obligations. Those same obligations have been used as a justification for the Company's lack of resources and time to engage with the First Secured Lenders and provide them with the necessary information prior to and after the CCAA filing. They were also used as a justification for a rushed (and late) DIP solicitation process and the remarkable situation where the Company was advising this Court, on the day prior to the release of its interim DIP decision, that the Company's available cash would be down to $1,000,000 by Friday, June 12, 2026.

14. The DIP solicitation process was not court approved or even prepared by the Monitor in advance of filing, as is common in court restructurings. Instead, the process was rushed and truncated, with milestones and expectations shifting with little to no advance notice.

15. Despite the challenges imposed by the eleventh-hour DIP solicitation process, the Senior Secured Lenders submitted a DIP proposal, the SSL DIP, which provides the full $300 million the Company requested and which I believe is sufficient to fund the Company through a robust sales and solicitation investment process ("**SISP**"). The SSL DIP was confirmed as viable by the Monitor and prevents overfunding of the Company at the expense of the Senior Secured Lenders. The SSL DIP is economically superior to the Priming DIP (at a lower total aggregate cost of $3.1 million to the Company), with comparable advance mechanics and variance covenants. It also has the support of nearly 90% of the Company's secured creditors, including its first ranking secured creditors, Oaktree and Hartree.

16. The Priming DIP, on the other hand, non-consensually subordinates $758 million of existing secured debt, enables poorly controlled spending on the speculative Steensby Project (which, as described below, benefits conflicted insiders of the Company), and removes meaningful liquidity management safeguards (which safeguards this Company desperately needs for the reasons I have mentioned above).

17. The SSL DIP strikes a reasonable balance of flexibility and oversight on the approved cash flows via controls on permitted variances; controls that the Priming DIP lacks. The SSL DIP also requires a business plan by August 15, 2026 (three months after the issuance of the initial

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order), imposes a value-maximizing SISP timeline, and keeps capital within the existing priority structure. It also imposes necessary accountability on the management team.

18. In terms of the overall quantum of financing available under the competing DIPs, the Priming DIP's headline $475 million includes a $75 million “cushion” touted by the Company and the Monitor as an advantage. This advantage is illusory. The additional $75 million in financing is triggered only if the existing offtake from IRH Global Trading Ltd. (“**IRH**”) falls away, which is commercially improbable given the desirability of the iron ore at the Mary River Mine and the multiple creditworthy counterparties that would compete for it (including the First Secured Lenders). As a result, there is very little likelihood that the additional $75 million the facility will ever be drawn.

19. Prior to the commencement of the CCAA proceedings, the First Secured Lenders expressed an interest in replacing IRH on commercial terms and engaged in discussions with the Company on several occasions. IRH has demonstrated a pattern of delays in making payments to the Company under their offtake arrangements. I believe the First Secured Lenders can and would offer such financing to replace the IRH offtake agreement on better economic terms than the Priming DIP. However, given the foregoing, the Senior Secured Lenders did not include such contingent headroom in the SSL DIP.

20. The Court should deny the Priming DIP. The SSL DIP provides a viable, consensual, economically equivalent facility from the creditors bearing the vast majority of the economic risk. Approving a priming facility which overfunds the Company while imposing fewer controls on its spending following a flawed and rushed DIP solicitation process would reward mismanagement at the direct expense of the Company’s broader stakeholder group and the Senior Secured Lenders.

PART II – BACKGROUND

A. Background to the Sixth Amendment and Acquisition of the Credit Facility

21. Prior to the First Secured Lenders becoming the sole lenders, the Credit Facility was funded through a syndicate of lenders with BMO Capital Markets and Goldman Sachs Lending Partners LLC as joint bookrunners and joint lead arrangers. Bank of Montreal (“**BMO**”) was the administrative agent. The Credit Facility was initially set to mature in November 2025. On various calls that I participated on with the financial advisor for the Company, I was advised that the

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syndicate of lenders, through BMO, was not prepared to extend the maturity date of the Credit Facility beyond November 2025.

22. In or around September 2025, prior to the First Secured Lenders' acquisition of the Credit Facility, myself and several other members of the Oaktree and Hartree teams participated on a number of calls with representatives from the Company's management team, including the CEO, Jowdat Waheed, who represented that the Company was progressing equity financing discussions and had received several term sheets. Management, including Mr. Waheed, represented that they only needed a short amount of additional time to progress these discussions and turn one of them into an actionable transaction that would provide a longer-term solution for the Company.

23. On or around September 16, 2025, I participated on a call with John Calvert and John Raymond of the Company's majority shareholder, The Energy & Minerals Group LP ("**EMG**"). They represented to me that the Company's recapitalization and project finance would be completed shortly, and that significant amounts of capital would be secured in the coming weeks, including institutions supported by the Government of Canada.

24. I am advised by Scott Potolsky, Head of Mine Finance & Investment Strategy at Hartree, that he met in person with Mr. Calvert and Mr. Raymond in London, England on or around October 16, 2025, and that they reconfirmed the representations that were made to me in the above-noted call that took place on or around September 16, 2025. On October 20, 2025, Mr. Calvert sent an email to Mr. Potolsky summarizing key terms of a potential $1.5 billion equity capital raise and enquired whether Oaktree and Hartree would be interested in participating. A copy of this email is attached as **Exhibit "A"**.

25. On October 24, 2025, I and other members of the Oaktree and Hartree teams participated on calls with Sajid Rizvi, the Executive Vice President of Corporate Development and Capital Markets at the Company, and Mark O'Brien, the Executive Vice President and General Counsel at the Company. On October 29, 2025, we participated in a call with Mr. Waheed. On these calls, the Company reiterated and expanded upon the points previously made by EMG, pegging the total project refinancing in the billions of dollars.

26. Around the time of the sixth amendment to the Credit Facility, as a result of various discussions that I and other members of the Oaktree and Hartree teams had with representatives from the Company and EMG, I understood that equity financing was in-hand; that the Government

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of Canada was supportive of providing significant amounts in fresh equity; and that the Company was in discussions with certain funds based out of the Middle East and other potential investors that would be providing competing terms. The Company therefore represented that the First Secured Lenders' exposure under the Credit Facility would be of relatively short duration because a comprehensive recapitalization or refinancing transaction was imminent.

27. Absent a refinancing of the Credit Facility, I believe the Company would have faced an imminent CCAA filing in November or December 2025. The First Secured Lenders provided much needed liquidity to maintain operations in the ordinary course, prevent an imminent CCAA filing, and permit the Company to continue its efforts to effect an out-of-court recapitalization plan. Specifically, pursuant to the sixth amendment to the Credit Facility dated November 24, 2025, among other things, the First Secured Lenders: (a) acquired the outstanding commitments of approximately $158 million from the syndicate of lenders under the Credit Facility and extended its maturity; (b) advanced approximately $25 million in new money to the Company; and (c) entered into a fuel supply and advisory services agreement and a marketing services agreement with the Company.[2]. The obligations under the Credit Facility are secured by first-ranking charges over all of the Company's properties, assets, and undertakings, in favour of the First Secured Lenders.

28. No further borrowings are available under the Credit Facility. The First Secured Lenders worked diligently during the balance of 2025 to find a solution (by implementing a second credit facility) to allow the Company to access additional debt to ease liquidity issues. However, this was never implemented, in part due to failure by EDC to provide the necessary consents. The Company is obligated to pay approximately $2.5 million per month in interest to the First Secured Lenders under the Credit Facility, comprised of approximately $1.3 million to $1.7 million payable in cash, with approximately $0.7 million to $0.9 million being deferred.

B. The Company's Deteriorating Liquidity Position in Early 2026

29. In late January 2026, the Company breached its minimum liquidity covenant under the Credit Facility. The breach was only remedied upon the receipt of funds from its offtake

[2] The Credit Agreement, as amended, is attached as Exhibit "T" to the Affidavit of Celeste Van Tonder sworn May 14, 2026 (the "**First Van Tonder Affidavit**").

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counterparty, IRH, and the First Secured Lenders understood that the Company's cash position would sustain it only through the following week.

30. On January 13, 2026, I participated on a call with Mr. Calvert, on which he said that there were two potential equity investors, one of which expected to have a term sheet finalized in the next few days, but that he was comfortable with either option to keep competitive tension. He told me he expected the equity raise to be solved shortly.

31. On January 22, 2026, I participated on a call with Mr. Waheed, who confirmed the statements made by Mr. Calvert on January 13, 2026.

32. As the Company has not been able to secure funding for the Steensby Project or any other long-term solution, it was also experiencing continued cashflow issues. The First Secured Lenders grew uneasy about the Company’s liquidity position and I and others at Oaktree and Hartree began to raise with Company representatives the possibility of a court supervised restructuring to avoid an acute liquidity event. The Company resisted these suggestions.

33. In late January 2026, representatives of Oaktree and Hartree spoke with Mr. Waheed who advised that the Company had sufficient liquidity to last through the end of February 2026, and that he did not believe it was necessary to begin planning for insolvency proceedings under the CCAA.

34. During this time, the Company's 13-week cash flow forecasts included an approximately $73 million "camp/fuel tank sale leaseback" as a source of liquidity, which was expected to be received by late February or early March 2026. The First Secured Lenders understood this asset sale to be a material component of the Company's near-term liquidity plan. The Credit Facility required the Company to raise C$100 million of funds by way of other asset sales or equity, and the Company represented that it had an agreed term sheet with one of the Senior Secured Noteholders for the sale of $47 million of mobile fleet, subject to consent from EDC and the First Secured Lenders.

35. However, during February 2026, the Company's updated 13-week cash flow forecasts revealed that this originally contemplated asset sale had been broken into two separate cash inflows: $47 million expected by the end of March 2026 and $26.5 million expected by the first week of May 2026. These amounts were subsequently further delayed to the end of May 2026. The liquidity plug upon which the Company had been relying was repeatedly deferred.

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C. Early February 2026 – The Company's Continued and Unfulfilled Assurances

36. On February 11, 2026, I had a call with Mr. Waheed, who stated that the Company had formally started negotiations with certain Senior Secured Noteholders (representing over two-thirds of the Notes for voting purposes), together with insiders and another investor, on a proposal that included a significant pay-down to the Notes given the upcoming maturity in June 2026. During that same conversation, Mr. Waheed also indicated that the Company's shareholders would support the transaction and that it needed an interim injection of capital, or else liquidity would be tight by the end of February 2026.

37. On February 20, 2026, Mr. O'Brien wrote to the First Secured Lenders and formally requested their consent to a recapitalization plan involving transactions with one of the Senior Secured Noteholders. A copy of this email is attached as **Exhibit "B"**.

38. The foregoing recapitalization plan never materialized.

D. March 2026 – The First Secured Lenders' Waivers

39. The Credit Facility, as amended when it was acquired by the First Secured Lenders, had a maturity date of May 31, 2027. However, as a result of the Company's impending and inevitable failure to pay down the Senior Secured Notes by March 31, 2026, the Credit Facility provided that for the automatic acceleration of the maturity date.

40. At this time, the Company was also in default of its obligations to the First Secured Lenders as a result of its failure to receive an equity contribution or asset sale proceeds of at least $75 million on or before February 28, 2026.

41. On March 16, 2026, BIM Corp., BIM LP, the First Secured Lenders, and Alter Domus (US) LLC, in its capacity as administrative agent under the Credit Facility, entered into a limited waiver of this default waiving the acceleration of the maturity date (the "**First Waiver**"). The First Secured Lenders granted the First Waiver in reliance on the Company's repeated representations that a recapitalization transaction was progressing and expected to be completed in the near-term. A copy of the First Waiver is attached as **Exhibit "C"**.

42. I note that, as part of the First Waiver, the First Secured Lenders requested that certain steps be taken and reporting be done by the Company in respect of a prospective proceeding under the CCAA. The First Secured Lenders had been urging various Company representatives

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to start considering a potential CCAA filing. The Company refused to agree to any terms with respect to a prospective proceeding and the First Secured Lenders ultimately agreed not to include them in the First Waiver.

43. As the end of March 2026 approached and the First Waiver was set to expire, the First Secured Lenders began negotiating the terms of a second, more comprehensive waiver. On March 29, 2026, the First Secured Lenders proposed an extension of the First Waiver to May 31, 2026, subject to certain conditions and milestones. Additional covenants were imposed requiring the Company to maintain certain minimum liquidity thresholds.

44. On April 6, 2026, the First Secured Lenders entered into a limited waiver extending the defaults under the Credit Facility contemplated in the First Waiver through May 31, 2026 (the "**Second Waiver**", and together with the First Waiver, the "**Waivers**"). A copy of the Second Waiver is attached as **Exhibit "D"**.

45. Section 6(c)(i) of the Second Waiver contains a right of first refusal in favour of the First Secured Lenders to replace IRH in respect of its offtake arrangements with the Company. This provision was inserted at the request of the First Secured Lenders, reflecting the continued interest in potentially stepping into IRH's position (as is discussed in greater detail below).

E. The Debtors' Failures to Achieve Milestones or Secure Equity Commitments

46. Despite the milestones and obligations placed on the Company contemplated in the Waivers, the Company failed to secure the outside funding it had repeatedly committed to obtain. In the middle of April 2026, the Company advised that it had been unable to place hedges as required by the Waivers, even though the Credit Facility had established a framework, timelines and an obligation on the Company to use commercially reasonable efforts to implement a hedge program. The First Secured Lenders had been working diligently with the Company to establish a hedge program. Ultimately, the Company requested an extension of the waiver period to April 30, 2026, to comply with the hedging requirements under the Waivers and the Credit Facility.

47. Hedging is one of the most prudent exercises that the Company should undertake. The Company's revenues are highly seasonal, concentrated in the second half of the year, and directly exposed to fluctuations in global iron ore prices. Additionally, the Company is forced to procure and pay for fuel during the sealift season each year, exposing itself to the variability of prices at a very specific time each year rather than over the course of a full year, which is common for most

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mining companies. As a single-asset, single-commodity producer operating at the higher end of the cost curve, the Company is particularly vulnerable to downside price scenarios that could further erode an already precarious liquidity position.

48. I am advised by Mr. Potolsky that, on April 16, 2026, he participated on a call with Mr. Rizvi and Celeste Van Tonder, the Chief Financial Officer of the Company, as well as representatives of FTI Consulting Canada Inc. ("**FTI**"). On this call, Mr. Rizvi and Ms. Van Tonder disclosed that the Company had approximately C$130 million in payables and indicated that it would run out of cash by the end of June 2026, given a significant upcoming fuel payment that it was required to remit. Further, Ms. Van Tonder advised that the Company would only need approximately $30 million to be allocated to sea lift related expenditures.

49. On April 29, 2026, the Company reached out to me to request a further waiver on the basis that the Company would likely not have equity commitments within the next couple of days to recapitalize the Notes by April 30, 2026, as had been required under the Waivers.

50. I am advised by Mr. Potolsky that, on April 30, 2026, he participated on a call with the Company's financial advisor, who advised that there was a potential for equity holders and other interested parties, including Glencore AG, to put together a deal involving up to $225 million of new money to refinance the Company's obligations. This deal, also, did not materialize.

51. The Company remains in breach of its obligations to the First Secured Lenders under the Credit Facility. Despite the Debtors' defaults under the Credit Facility, the First Secured Lenders refrained from accelerating the obligations thereunder and remained engaged in good faith discussions with the Company in an effort to provide options to stabilize operations and address its liquidity situation.

52. The Company ceased making interest payments on the Credit Facility to the First Secured Lenders, and as at the date of this affidavit, the effective interest rate is 20.43%, comprised of 13.43% payable in cash and 7.0% deferred.

PART III – COMMENCEMENT OF CCAA PROCEEDINGS AND DIP SOLICITATION PROCES

53. As set out in greater detail below, the Company's conduct prior to the commencement of the CCAA Proceedings has been marked by a disregard for its liquidity position and the rights and interests of its stakeholders. Immediately below is a chronology of the key events since the commencement of these CCAA Proceedings (including a few details refuting the Company's facts

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and characterization of the DIP solicitation process that occurred prior to the commencement of the CCAA Proceedings), that displays a consistent pattern of lack of consultation, inadequate notice, shifting deadlines, and the Company's failure to engage meaningfully with the First Secured Lenders throughout.

A. The Purported 'Pre-Filing' DIP Solicitation Process

54. At paragraphs 52 to 54 of Ms. Van Tonder's affidavit sworn June 3, 2026, and paragraphs 9 to 10 of her affidavit sworn June 7, 2026, Ms. van Tonder states that the Debtors engaged with creditors since April 2026 on the potential for DIP. As mentioned above, the First Secured Lenders had been pressing the Debtors to engage on securing DIP financing, warning them that they were running out of time and approaching the sealift season without adequate liquidity for weeks. For example, on March 1, 2026, U.S. counsel for the First Secured Lenders, Paul, Weiss, Rifkind, Wharton & Garrison LLP ("**Paul Weiss**") sent an email to U.S. counsel for the Company, Sullivan & Cromwell LLP, in connection with the negotiations with respect to the First Waiver. In that correspondence, Paul Weiss outlined the key terms of the First Secured Lenders' proposal for a waiver which included, among other things, a requirement for the Company to provide a proposed DIP budget and cash flow projections, as well as obtaining a court date from the Commercial List in Toronto by March 6, 2026. A copy of this email is attached hereto as **Exhibit "E"**.

55. On April 30, 2026, the Company sent the First Secured Lenders a form of non-disclosure agreement ("**NDA**"). The NDA was wholly unworkable in the context of an existing secured creditor already receiving confidential information under the Credit Facility. It was overly restrictive, failed to account for the First Secured Lenders' pre-existing rights to receive confidential information under the Credit Facility by carving out such pre-existing rights from the scope of the NDA, was not limited to the DIP transaction, and did not permit the First Secured Lenders to discuss with the Senior Secured Noteholders on a potential transaction for its secured position to be acquired and/or assigned.

56. On May 2, 2026, FTI sent me a draft DIP term sheet proposal. The one-line communication from FTI when it sent me the draft DIP term sheet proposal provided no details on process or milestones for delivery of the DIP proposal. The Company's draft DIP term sheet sought financing in the amount of $300 million with no set maturity date. No cashflows for the proposed budget were provided with the draft term sheet. A copy of this email from FTI received on May 2, 2026, is attached as **Exhibit "F"**.

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57. The First Secured Lenders nevertheless delivered a DIP proposal on May 8, 2026, and again expressed a concern about the significant vulnerability the Company and its stakeholders faced as the shipping season approached when the Company had not secured funding to fund its operations and its fuel supply arrangements. A copy of the email from the First Secured Lenders' Canadian counsel, Stikeman Elliott LLP ("**Stikeman**"), dated May 8, 2026, is attached as **Exhibit "G".**

58. On the same day the First Secured Lenders delivered their DIP proposal, Nate Fennema at FTI emailed Mr. Potolsky a draft plan and budget for DIP financing (the "**May 8 DIP Budget**"). A copy of this email, including the attachments (other than the excel workbook, which can be made available to the Court), is attached as **Exhibit "H"**.

59. On May 13, 2026, the Company returned an issues list that was excessively broad and provided only vague comments on various terms of our DIP proposal. This, it turned out, was a mere 2 days before the commencement of the CCAA Proceedings on May 15, 2026. I simply do not accept the Debtors' claim that they engaged with the First Secured Lenders in any substantive manner on any DIP proposals prior to the commencement of the CCAA Proceedings.

B. The Surprise CCAA Filing and the Flawed DIP Solicitation Process

60. On Friday, May 15, 2026, at 5:05 a.m.[3], without any advance notice to the First Secured Lenders, the Applicants served a 1,920-page Application Record in respect of an application returnable at 10:00 AM that same morning seeking an initial order under the CCAA. The Company did not have a DIP facility in place at the time of filing and instead stated that it anticipated entering into a DIP term sheet only in advance of the comeback hearing scheduled for May 25, 2026.

61. On the same day, the Monitor initiated a DIP solicitation process by sending a letter soliciting DIP financing proposals (the "**DIP Solicitation Letter**") to potential DIP financing parties, including the First Secured Lenders. The DIP Solicitation Letter demanded that final, definitive, executed DIP financing term sheets be submitted by no later than 5:00 p.m. on May 20, 2026.

62. The draft DIP term sheet provided by the Company sought $300 million and did not propose a specific maturity date. Further, no cash flow projections were provided with the DIP Solicitation Letter and no draft DIP term sheet was provided, despite the May 8 DIP Budget being

[3] All references to times are stated in local Toronto time.

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previously provided to the First Secured Lenders, as evidenced above in Exhibit “H”.

63. The Company again insisted on bidders executing an NDA before providing cash flow projections to bidders. The form of NDA provided was still unworkable and did not properly account for the First Secured Lenders’ position in relation to the Company with respect to its pre-existing rights under the Credit Facility and its position as the first-ranking secured creditors.

64. On May 19, 2026, the Monitor sent a notice to potentially interested DIP financing providers that the deadline to submit DIP financing proposals had been extended to 5:00 p.m. on May 25, 2026.

65. Final cash flow projections were only provided to Stikeman on the evening of May 23, 2026. Despite all of the above challenges, on May 25, 2026, the Senior Secured Lenders submitted two binding proposals: (a) a proposal for a larger DIP facility in the amount of $300,000,000; and (b) a separate proposal for an interim bridge DIP facility in the initial amount of $70,000,000 (the “**Interim Bridge DIP**”). Notwithstanding the significant questions and concerns that remained outstanding with respect to the Company’s cashflows, the Senior Secured Lenders sized their DIP proposal to accommodate the Company’s requested amount, which was sufficient to, among other things, fund an orderly and longer than typical SISP and sustain the Company through the following year.

66. On May 27, 2026, at around 9:48 a.m., the Monitor provided the Senior Secured Lenders with a list of the Company’s issues in relation to the SSL DIP and imposed a deadline of 3:00 p.m. on that same date for the Senior Secured Lenders to provide a response. Stikeman responded and advised that, while the Senior Secured Lenders wished to be responsive to the issues raised in the short time frame, some of the issues raised by the Applicants were in need of clarification in order to provide fully informed responses, and noted those in the response back to the Monitor on that day. In particular, to consider some of the Applicants’ feedback, including with respect to the duration of the proposed SISP, the Senior Secured Lenders wished to understand the Monitor’s views on the Applicants’ request for a 26-month SISP (from creation to completion) and the Company’s ability to fund its operations through that period.

67. I understand that no response was received from the Monitor on the foregoing email, the Senior Secured Lenders’ concerns about the Applicants’ issues list, or the Company’s ability to fund its operations through a protracted 26-month SISP. Instead, I am informed by Stikeman that

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counsel to the Monitor requested a copy of our DIP term sheet in Word format without any response to the substantive issues raised or any explanation of the process.

68. On May 28, 2026, at around 8:22 p.m., the Company's counsel provided comments to the SSL DIP submitted on May 25, 2026, and requested that the Senior Secured Lenders provide a revised and final DIP financing proposal by no later than 2:00 p.m. on Saturday, May 30, 2026.

69. On May 29, 2026, at around 9:57 p.m. (less than 18 hours from the weekend deadline to submit final and binding bids), the Monitor sent information about the Company's budgeted expenditures with respect to the Steensby Project and whether such amounts were "required" or "discretionary". The First Secured Lenders had been repeatedly asking the Monitor for this information as it is critical to making an informed decision on the sizing and certain terms of the DIP facility.

70. The next morning, on May 30, 2026, at around 11:45 a.m., Stikeman sent follow-up questions to the Monitor regarding the projected expenditures towards the Steensby Project. They received an incomplete response from the Monitor at around 2:00 p.m. on the same date (i.e., an hour before the arbitrarily imposed weekend deadline). A copy of this email exchange is attached as **Exhibit "I"**.

71. On May 30, 2026, less than 48 hours after the Company had sent a significant markup of the SSL DIP, the Senior Secured Lenders submitted a revised DIP proposal, which included a bridge component that was increased to $110 million, to accommodate the Company's own expressed liquidity requirements during the bridge period.

72. As of the afternoon of Monday, June 1, 2026, the First Secured Lenders had not received any materials from the Company nor received any communications from the Company or the Monitor since the revised SSL DIP was submitted on May 30, 2026. I am informed by Stikeman that the hearing to authorize the Company to enter into a DIP proposal was scheduled for June 3, 2026.

73. Stikeman wrote to the Monitor on the afternoon of June 1, 2026, among other things, expressing its significant concerns and setting out that important questions remained outstanding with respect to the conduct of the DIP solicitation process and the backup behind the cash flow projections, which had not been adequately addressed. A copy of this letter is attached as **Exhibit "J"**.

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74. The First Secured Lenders did not receive a response to their letter of June 1, 2026, until late in the afternoon on June 3, 2026 (after the June 3 hearing had already been adjourned to June 5, 2026). The Monitor's counsel advised that the Monitor was working on its next report to the Court which would provide all stakeholders with additional information, and that the information being requested would require additional time to assess and respond to. No substantive responses to our questions were provided then or since.

75. The Company's attempt to obtain Court approval of the $475 million priming DIP facility on 36 hours notice has been detailed in other materials and I do not repeat all the details of same. The motion to approve the Priming DIP was eventually adjourned to June 10, 2026.

76. On June 9, 2026, the Senior Secured Lenders provided the Debtors with a revised version of the SSL DIP that attempted to respond to the Debtors' unspecified concerns regarding certain default triggers. The Senior Secured Lenders also offered meaningful protections to EDC that would have been available had the SSL DIP been approved for the interim period. Neither the Company nor the Monitor responded or engaged with Stikeman and did not offer similar protections to the Senior Secured Lenders in the event the Priming DIP was approved for the interim period on June 10, 2026.

77. Further, on June 9, 2026, counsel for the Ad Hoc Committee made multiple requests to the Company for know-your-client ("**KYC**") information necessary to advance the proposed financing under the SSL DIP. Despite these repeated requests, no response was ever received from the Company or its advisors. At no point did any party acknowledge, address, or otherwise respond to these routine and easily satisfied KYC enquiries. As a result of the Company's refusal to engage with the Senior Secured Lenders and to respond to its KYC requests, at the time of the June 10 hearing the SSL DIP was incapable of being funded as quickly as the EDC DIP (though it could have been funded as soon as the KYC information was satisfied).

C. Concerns with Cash Flow Projections

78. Prior to the commencement of the CCAA Proceedings, the Company provided the First Secured Lenders with cash flow projections pursuant to the Credit Agreement. However, the cash flow projections, on a full-year basis, including the detailed budget for 2026/2027 contained in the May 8 DIP Budget, differed materially from the financial information previously provided to the First Secured Lenders.

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79. The May 8 DIP Budget provided by the Company projected free cash flow of [redacted] - which is expected to represent a more normalized operating scenario versus 2026 under CCAA. This is a dramatic deterioration from:

(a) the positive [redacted] million cash flow that was projected by the Company in the most recent prior model provided to the First Secured Lenders on March 4, 2026 (a copy of which, as an excel workbook, can be made available to the Court); and

(b) the positive [redacted] million cash flow that was projected by the Company in the model provided to the First Secured Lenders in November 2025 (a copy of which, as an excel workbook, can be made available to the Court), prior to the First Secured Lenders' acquisition of the Credit Facility.

All three projections use a similar production level and the same underlying iron ore price assumptions.

80. This represents a swing of over [redacted] in projected free cash flow with no adequate explanation. It also represents a dramatic and unexplained 2026 performance as compared to the years 2022 to 2025.

81. The supporting assumptions underlying the May 8 DIP Budget that reflected material variances on realized unit sales, exploration expenditures, general and administrative expenses, and expenditures on the Steensby Project, among others, could not be readily reconciled. As set out above, the First Secured Lenders have requested reconciliations of the differences between the budgets being provided, which remain unsatisfied.

82. Inconsistencies are also observed in the 13-week cash flow projections that were provided to the First Secured Lenders on May 24, 2026, and the 13-week cash flow projection included in the Second Report of the Monitor dated June 4, 2026 (the "**CCAA Cashflows**"). For example, over a two-week period, with no apparent material change in the business environment or operations of the Company, the CCAA Cashflows forecast a deterioration from the earlier projections of approximately [redacted] million for the 13-week period commencing May 29, 2026. This negative variance of approximately 18% over such a short timeframe raises concerns regarding Company management's visibility into near-term cash flow expectations and its ability to reliably forecast and manage the Company's liquidity position.

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83. The First Secured Lenders were being asked to commit to advancing approximately $300 million in DIP financing on the basis of inconsistent (and unreliable) information regarding the Company's liquidity position. Despite these challenges they advanced a viable DIP proposal. And now, they are being asked to agree to a priming DIP facility that overfunds the Company and imposes lesser restrictions on the Company's management with respect to managing liquidity.

84. The First Secured Lenders have therefore consistently sought continued access to reporting from the Monitor regarding the Company's key financial inputs.

85. The covenants and variance thresholds in the SSL DIP are commercially reasonable and in my experience consistent with lender expectations in court restructuring proceedings. They were also adopted, in significant part, to address the very uncertainty created by the inadequacy of the financial information provided by the Company, and the Company's demonstrated inability to manage its liquidity in a prudent manner. Where lenders cannot satisfy themselves as to the reliability of a borrower's cash flow projections and cannot ascertain which costs are essential operating expenditures and which are discretionary, prudent lending practice demands protections commensurate with that heightened risk.

86. During the period from 2021 to 2025, the Company consistently achieved annual shipments in excess of 4.5 million tonnes at a median C1 cost of less than $55 per tonne and all-in sustaining costs of less than $80 per tonne during 2024 and 2025. Over the same period, the Company generated a five-year median EBITDA margin in excess of $25 per tonne. This historical performance is inconsistent with the operating losses contemplated by the May 8 DIP Budget, notwithstanding changes to consignment assumptions and increased inflationary cost pressures.

87. Our concerns with the Company's cash flow projections are twofold. First, the line items contained in the projections are unreliable and appear to have been inflated to create an apparent need for a larger DIP facility than is warranted. In particular, expenses have been overstated and revenues understated when measured against the Company's prior cash flow projections provided, as well as historical financials, and no adequate explanation has been provided for these discrepancies.

88. Second, the cash flow projections contemplate expenditures on the Steensby Project that go beyond what is necessary to maintain the planned expansion as a going-concern asset. While the Senior Secured Lenders do not take issue with reasonable maintenance expenditures to preserve the value of the Steensby Project (such as paying for permits, maintaining equipment

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and any other maintenance or preservation-related expenditures), they do object to the allocation of further funds towards actively building out the Steensby Project and expenditures related to exploration and conducting drill programs, particularly associated with minerals (gold and zinc) completely unrelated to the Company's existing business plan. As described in greater detail below, it is not clear that expenditures on the Steensby Project at this time will result in value maximization in terms of attracting additional interest or higher purchase prices from potential bidders.

89. Prospective purchasers also may not agree with management's execution or engineering plans or may not ascribe any material value to continued expenditures on the Steensby Project. Spending money on the Steensby Project at this time, outside of the expenditures required to preserve the option, are therefore unlikely to be recovered in a SISP. This is demonstrated by the Company's prior failed efforts to advance the Steensby buildout, and it is not appropriate to fund such capital spending through a super-priority DIP facility at the expense of existing secured creditors.

90. I believe that the covenants and variance thresholds in the SSL DIP will benefit the Company and its stakeholders as a whole, as it will prevent the Company from: (a) continuing to poorly manage its liquidity without guardrails; and (b) pursuing expansion efforts without prior consultation with the key economic stakeholders of the Company.

PART IV: THE SSL DIP SHOULD BE APPROVED

91. It is my belief that the SSL DIP is the appropriate DIP facility in these circumstances and should be approved by the Court. The SSL DIP has been confirmed as viable by the Monitor. The SSL DIP provides the $300 million in financing that the Debtors themselves requested, is financed entirely from within the existing capital structure, and is supported by creditors holding the overwhelming majority of the Debtors' secured debt.

92. The Priming DIP, by contrast, non-consensually subordinates approximately $758 million of existing secured debt held by the Senior Secured Lenders and the balance of the Senior Secured Noteholders—parties who represent nearly 90% of the Company's secured funded debt and who bear the overwhelming economic risk in this proceeding.

93. As set out below, the Priming DIP results in material prejudice to the Senior Secured Lenders as, among other things: (a) it provides excessive and unwarranted liquidity that exposes

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the Senior Secured Lenders' collateral to unnecessary risk; (b) it is overly permissive with respect to discretionary expenditures on exploration and the speculative Steensby Project; (c) it contemplates a protracted SISP timeline that will erode the value of the Senior Secured Lenders' collateral and the value of the Company as a whole; and (d) it permits payments to related parties and insiders ahead of payments to secured creditors.

94. A comparison of the key terms of the SSL DIP was included in a letter by the Monitor dated June 9, 2026, attached as Exhibit “D” to the Affidavit of Joshua Gordon, sworn June 9, 2026 (the “**Gordon Affidavit**”). Copies of the SSL DIP and the Priming DIP were included as Exhibit “D” to the Gordon Affidavit and Exhibit “H” to the Affidavit of Ms. Van Tonder sworn June 3, 2026, respectively.

A. The Priming DIP Provides Excessive and Unwarranted Liquidity

95. The Priming DIP provides for a facility size of $400 million, with a potential increase to $475 million (though, as set out above, there is no reason for the additional $75 million to deal with the IRH offtake agreement). This is an amount that materially exceeds the Company's own expressed funding requirements. The Company requested $300 million in DIP financing, which is precisely what the SSL DIP provides.

96. The additional $100 million offered by the Priming DIP is not needed by the Company to pursue a value-maximizing CCAA restructuring or transaction in respect of the Company.

97. The additional $100 million in the Priming DIP is premised on a scenario where the Company remains in CCAA for an extended period, potentially through the end of 2027. As set out in greater detail below, there is no operational or restructuring rationale that necessitates such a prolonged timeline. Approving an inflated DIP facility sized for a worst-case, multi-year CCAA timeline, on a rushed timeline at the beginning of the CCAA Proceedings, effectively permits the Company to predetermine the length and cost of these proceedings, to the severe prejudice of the Secured Lenders and the Company’s other stakeholders through the value destruction associated with this prolonged timeline.

98. The Company is asking the Court, approximately one month into these CCAA Proceedings, to approve funding sized to cover expenditures (most of which are not certain because the 2027 projected operational expenditures are inherently unreliable and contingent upon 2026 results) that span approximately eighteen months. This excess liquidity is not a neutral

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feature. Every dollar advanced under the Priming DIP ranks in priority ahead of the approximately $758 million owed to the Senior Secured Lenders and the Senior Secured Noteholders. Overfunding the Company at the expense of the Senior Secured Lenders exposes their collateral to erosion through poorly controlled spending in circumstances where the Company has repeatedly demonstrated its inability to manage its liquidity in a prudent manner. In addition, as noted above, the Debtors have emphasized a completely illusory feature – that the $75 million for circumstances where the Debtors' offtake arrangements require replacement or renewal and attempts to present this as a distinguishing feature of the Priming DIP over the SSL DIP.

99. The $75 million "cushion" contemplated by the Priming DIP is triggered only in the event that the Debtors' existing offtake arrangements with IRH are not renewed and require replacement or renewal.

100. However, the Debtors' offtake arrangements are highly lucrative for IRH (or whoever replaces them) and are effectively a form of asset-based lending against high-yield, highly liquid inventory that is pre-sold to downstream purchasers. I believe that this type of arrangement would attract multiple competing bids from creditworthy offtake or financing counterparties in the ordinary course at rates that would be more advantageous and lower cost to the Company than borrowing the same under the Priming DIP interest rate. That is why, as I mentioned above, the First Secured Lenders requested a right of first refusal in respect of replacing IRH in the offtake arrangements in the Second Waiver.

101. I am advised by Mr. Potolsky that, in part due to the lucrative nature of the IRH offtake arrangements and in part because the Company was (and is) experiencing persistent issues with respect to receiving payments from IRH in a timely manner, Hartree engaged in several discussions with representatives from the Company (who approached Hartree and Mr. Potolsky) to discuss the potential for the First Secured Lenders to purchase the offtake arrangements with the Company. The First Secured Lenders engaged in diligence and stood ready to advance dialogue internally to seek formal approvals and to potentially step in quickly to purchase such arrangements, as evidenced by the terms of the Second Waiver which provided a right of first refusal to bid on acquiring such offtake arrangements.

102. The $75 million "cushion" should therefore not be seen as a concession or an advantage conferred by the Government of Canada under the Priming DIP. It is a contingent commitment that may never be drawn, and if it were, would be extremely lucrative to the Government. The

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Government of Canada bears no cost in offering this additional headroom unless and until the offtake actually falls away and the funds are advanced. In addition, the Priming DIP provides that commitment fees are earned on the full amount of $475 million, even if the additional $75 million is not advanced.

103. Given the likelihood that multiple bidders would compete for a replacement arrangement (as evidenced in the First Waiver and historical discussions between Hartree and the Company described above), the probability of this contingency being triggered is low. Further, the First Secured Lenders remain prepared to negotiate and provide similar financing at a more cost-effective interest rate than what is being offered by the Priming DIP, subject to customary approvals.

104. In substance, the Priming DIP offers a notional increase in facility size for a scenario that is unlikely to materialize, and which, even if it did materialize, would be capable of resolution through the competitive market for iron ore offtake arrangements.

B. A Protracted SISP Timeline Will Erode Value

105. Based on my experience as a credit investor over nearly 20 years, I believe that a SISP conducted over a timeline exceeding twelve (12) months in these circumstances, which is precisely what the Company is seeking to do, is likely to result in significant and material prejudice to the Senior Secured Lenders. In my experience, the value of collateral securing a distressed borrower's obligations erodes materially over the course of a protracted sale process. This erosion occurs through several mechanisms that are well understood in the secured lending context.

106. First, the Company's tangible assets, including its equipment and inventory, are depreciating assets. Equipment degrades through use, obsolescence, and the passage of time. A SISP timeline in excess of twelve months will result in the continued deterioration of these assets, with a corresponding and irrecoverable diminution in their realizable value.

107. A protracted SISP timeline is also likely to reduce interest, urgency, and competitive tension among prospective bidders. In my experience, bidders in distressed M&A processes are most engaged and competitive when they perceive a defined and imminent timeline. An extended process of over twelve months signals a lack of urgency, which in turn diminishes the competitive dynamic that is essential to maximizing value. Prospective bidders are more likely to delay engagement, reduce the aggressiveness of their offers, or withdraw altogether.

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108. Further, the Company's workforce, including key employees with specialized knowledge and customer relationships, will not remain indefinitely. In my experience, prolonged restructuring proceedings may result in the departure of critical personnel who seek alternative employment unless incentive payments are offered to such key employees. A protracted SISP timeline will necessarily result in these incentive payments being correspondingly higher than normal to prevent the loss of such individuals, which diminishes the going-concern value of the business and, by extension, the value of the collateral available to satisfy the obligations to the Senior Secured Lenders.

109. In addition, a protracted SISP timeline necessarily increases the cash consumption of the estate, being operating costs, professional fees, and other restructuring expenses. Each additional month of proceedings result in further depletion of the estate's resources.

C. The Proposed Expenditures on the Steensby Project are Unlikely to Create Value in the SISP

110. The Company's business plan contemplates the development of the Steensby Project through significant capital expenditures (many of which are discretionary expenditures).

111. In my opinion, the expectation that the proposed expenditures on the Steensby Project at this time will be value maximizing by generating more interest or higher bids in the SISP is speculative in nature. As outlined in greater detail below, it also raises serious questions of conflicts of interest at the Company given that:

(a) the shareholders of the Company stand to benefit directly from the completion of the Steensby Project; and

(b) those same shareholders appointed various representatives on the operating committee of the Company (the same one that was responsible for selecting the Priming DIP as the successful DIP proposal).

112. The results of the prior capital-raising efforts undertaken by the Company with respect to the Steensby Project over the past several years show that, despite the Company's best efforts, it was ultimately unable to attract sufficient committed capital for the Steensby Project. This suggests that the expansion of the Steensby Project during the CCAA Proceeding is not a clearly value-maximizing use of resources.

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113. In February 2023, the then-Chief Executive Officer of BIM Corp., Brian Penney, announced that the Company intended to work on the development of the Steensby Project and that it would seek financing to build out the Steensby Project.[4]

114. By October 2024, the Company announced that it would lay off ten percent (10%) of its direct and contract employees as part of a wider plan to focus on building the Steensby Project, and the Company announced that it was redirecting all efforts and resources towards the "rapid development" of the Steensby Project. However, despite the public announcement in February 2023 that the Company intended to build the Steensby Project, the Company was "still working to secure funding for the project".[5]

115. On January 29, 2026, the Company issued a press release stating, among other things, that "negotiations for the financing package are at a very advanced stage, and as soon as it is complete, construction will commence."[6]

116. However, it is patently obvious that the Company does not have sufficient funding to build the Steensby Project, and it has not been able to attract committed capital since it first started seeking financing more than three years ago in February 2023.

117. Further, the value proposition, investment case, and work undertaken to date in respect of the Steensby Project are well understood and thoroughly documented. That body of work will not dissipate. I understand that there are parties who have expressed an interest in investing or acquiring the Company who would not necessarily pursue the expansion of the Steensby Project but instead pursue other operating routes to increase production and maximize value.

118. Critically, such an alternative path forward for the Company would not utilize the Steensby Project infrastructure and would derive no benefit from the significant projected expenditures allocated thereto. Furthermore, in relation to the Steensby Project design and engineering works, I note that many potential bidders are likely to hold their own views as to the optimal design and approach for taking the project forward. The continuation of early works effectively forces a series of design and engineering decisions upon a future management team, which may limit the attractiveness of the opportunity to prospective purchasers, foreclose alternative development

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[4] Baffinland_plans_to_go_back_to_Steensby and https://www.gov.nu.ca/sites/default/files/documents/2025-02/2025-26_Business_Plan_-_EN.pdf

[5] Layoffs, scaled-back shipping as Baffinland refocuses on Steensby railway

[6] Baffinland: News Releases

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paths, give rise to unnecessary future capital requirements, and create conflicts with the preferred strategies of incoming management. In my view, the commitment of additional capital towards the Steensby Project at this time risks deterring prospective bidders, thereby narrowing the field of interested parties.

119. The Priming DIP enables poorly controlled spending on the speculative Steensby Project that does not require imminent spending by permitting the Company to fund the Steensby Project not only in accordance with an approved cash flow (which the SSL DIP also permits), but has provided for: (a) a separate basket outside the parameters of any approved cash flow that allows for any non-discretionary expenditures up to an additional $10 million in expenditures on exploration activities and $20 million in expenditures on expansion activities related to the Steensby Project; and (b) a loose net permitted variance to the approved cash flow wherein management could direct additional unnecessary discretionary spending to exploration or expansion activities.

120. The SSL DIP, by contrast, pre-approves only $20 million for the Steensby Project and $10 million for exploration costs subject to the approved cash flow thereunder. Any additional allocations require DIP Lender approval via the approved cash flow with proper variance controls, and allocations exceeding $95 million to the Steensby Project or exploration require the Senior Secured Lenders' consent. This structure ensures that expenditures on the speculative Steensby Project are subject to rigorous oversight, rather than being left to the discretion of a management team with potential conflicts of interest, as described below.

121. Without adequate time or reliable information to assess and become comfortable with these proposed expenditures (information which the Monitor itself acknowledged it needed additional time to evaluate in its email of May 30, 2026, referenced above and attached as Exhibit "I") the First Secured Lenders had no choice but to impose controls that limit the Company's ability to deploy DIP proceeds on spending that has not been justified as necessary.

D. Governance Concerns

122. The First Secured Lenders also have concerns regarding potential conflicts of interest that may have affected decision-making at the Company in connection with the selection of the Priming DIP.

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123. The Debtors are private companies ultimately owned by two groups EMG (~74.77%) and ArcelorMittal Canada Inc. ("**ArcelorMittal**") (~25.23%). I understand that the operations of the Debtors are overseen by a board of directors composed of nominees from these two shareholder groups. In my experience, this may create structural tensions, particularly where shareholder interests diverge from the interests of the company, its creditors, or other stakeholders.

124. For instance, both EMG affiliates and ArcelorMittal affiliates receive royalties per dry metric tonne. Therefore, the more tonnes shipped by the Company means proportionally more royalty income. Therefore, EMG and ArcelorMittal may be motivated to pursue a speculative expansion of the Steensby Project which (if it was ever actually completed) would allow the Company to substantially increase production and, therefore, increase the royalty payments being collected by EMG and ArcelorMittal.

125. ArcelorMittal was also granted further improvements on its already highly lucrative and below market price offtake agreement in exchange for providing a portion of the $35 million capital injection into the Company in March 2026. This is a pre-filing contract that erodes the realizable value of the Company's product through its below-market terms. Similar to how the Company conducted a short process to remarket its fuel supply arrangements at the beginning of these CCAA Proceedings, the Company should insist on having this contract be on market terms or otherwise remarketing the contract to attract terms that are in line with the market and therefore generate more value for the Company's estate. I note that the Priming DIP does not require for this contract to be disclaimed, nor does it have proper controls through the approved cash flow, whereas the SSL DIP is potentially less attractive to ArcelorMittal due to the requirement that the Company consult with the Senior Secured Lenders on disclaiming contracts and the more rigorous mechanics under the SSL DIP on use of proceeds and adherence to the approved cash flows.

126. EMG, on the other hand, has the right to collect operator fees representing 2% of capital and operating costs. The massive capital expenditures required for the Steensby Project would directly increase EMG's operator fee revenue.

127. This outlines clearly why EMG and ArcelorMittal (and their representatives) have reason to be highly motivated to have the Company pursue the Steensby Project.

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128. I note that the Priming DIP allows for these royalty payments and agreements to continue. On the other hand, the SSL DIP calls for these non-value adding payments to stop and for related party contracts to be evaluated.

129. The Senior Secured Lenders have requested that the Company and the Monitor disclose what steps were taken to ensure independence in the DIP selection process, including whether any independent committee of the board was struck, whether conflicted directors recused themselves from deliberations and voting, and whether independent legal or financial advice was obtained. The Senior Secured Lenders have also requested copies of all conflict of interest declarations, recusals, and any related governance protocols adopted in connection with the DIP selection process. To date, no adequate response has been provided and neither the First Secured Lenders nor this Court know how the DIP selection process was managed from a governance perspective and whether any of the above potential conflicts of interest influenced the selection of the Priming DIP - which, as I described above, among other things, allows for more Steensby related expenditures with less creditor oversight and provides more capital to fund them – all at the expense of and the risk to erosion of the existing secured lenders' collateral.

PART V - CONCLUSION

130. For the reasons set out above, I believe that it is in the best interests of the Company and its stakeholders that the Court deny the Applicants' motion seeking approval of the Priming DIP and that the Court should direct the Debtors to execute the SSL DIP and approve same.

131. I swear this affidavit in opposition to the Priming DIP and in support of the approval of the SSL DIP, and for no other or improper purpose.

SWORN REMOTELY BEFORE ME by David Nicoll, stated as being located in the City of San Marino, in the State of California, before me at the City of Toronto, in the Province of Ontario, this 14th day of June, 2026 in accordance with O. Reg. 431/20, *Administering Oath or Declaration Remotely*.

DocuSigned by:
Philip Yang
36124C4218DD47C...

Commissioner for Taking Affidavits
Philip Yang | LSO #82084O

DocuSigned by:
David Nicoll
80EE4EE2BE4E41E...

DAVID NICOLL

Docusign Envelope ID: D0015138-6A87-8689-8114-EA72B5026C4A

EXHIBIT "A"
referred to in the Affidavit of
DAVID NICOLL
Sworn June 14, 2026

DocuSigned by:

36124C4218DD47C...

Commissioner for Taking Affidavits

Docusign Envelope ID: D0015138-6A87-8689-8114-EA72B5026C4A

From: John Calvert <JCalvert@emgtx.com>
Sent: Monday, October 20, 2025 8:45 AM
To: Potolsky, Scott <spotolsky@hartreepartners.com>
Subject: Baffinland Iron Ore: $1.5bn Junior Notes: Summary of Terms

External Email: This Message originated outside of the Hartree organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,
Glad we were able to meet in London on Thursday. As discussed, please find attached a summary of the key terms of the $1.5bn capital raise. Offtake/marketing is available to participants in these notes. Happy to get on the phone to discuss more background on why structured this way etc.

Best
John

THE ENERGY & MINERALS GROUP

John G. Calvert
Managing Partner & Co-Chief Executive Officer
The Energy & Minerals Group
Houston, Texas
Phone: (972) 369-2022

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EXHIBIT "B"
referred to in the Affidavit of
DAVID NICOLL
Sworn June 14, 2026

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Commissioner for Taking Affidavits

Docusign Envelope ID: D0015138-6A87-8689-8114-EA72B5026C4A

From: Mark O'Brien <mark.obrien@baffinland.com>
Sent: Friday, February 20, 2026 3:11 PM
To: Nicoll, David <dnicoll@oaktreecapital.com>; Kehoe, Braedon <BKehoe@oaktreecapital.com>; Potolsky, Scott <SPOTOLSKY@hartreepartners.com>; Rosales, Matthew <MROSALES@hartreepartners.com>
Cc: jowdat.waheed@nio.baffinland.com; Omar Davis (omar.davis@odinpartnership.com) <omar.davis@odinpartnership.com>; Sajid Rizvi <Sajid.Rizvi@baffinland.com>; Celeste van Tonder <Celeste.vanTonder@baffinland.com>
Subject: Baffinland - Request for Consent

External Email: This Message originated outside of the Hartree organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

All,

As you know, Baffinland is working on a recapitalization plan. The first component of the plan involves transactions between Baffinland, its parent, Nunavut Iron Ore, Inc., and Centaurus Capital LP. A summary of the transactions is attached. Also attached is the consent document.

We are available at any time if you would like to discuss.

Regards,

Mark

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EXHIBIT "C"
referred to in the Affidavit of
DAVID NICOLL
Sworn June 14, 2026

DocuSigned by:

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Commissioner for Taking Affidavits

Docusign Envelope ID: D0015138-6A87-8689-8114-EA72B5026C4A

Execution Version

LIMITED WAIVER

This **LIMITED WAIVER** (this "Waiver"), dated as of March 16, 2026, is made by and among BAFFINLAND IRON MINES CORPORATION, a corporation organized under the laws of the Province of Ontario (the "Company"), BAFFINLAND IRON MINES LP, a limited partnership created under the laws of the Province of Ontario ("BIMLP" and, together with the Company, the "Borrowers"), each other Credit Party, each of the Lenders party hereto and Alter Domus (US) LLC, as administrative agent (together with its permitted successors in such capacity, the "Administrative Agent" and together with the Borrowers, each other Credit Party and each of the Lenders party hereto, each, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, reference is made to the Revolving Credit Agreement, dated as of May 26, 2017 (as amended by that certain First Amendment to Revolving Credit Agreement, dated as of June 27, 2018, that certain Second Amendment to Revolving Credit Agreement dated as of October 25, 2019, that certain Third Amendment to Revolving Credit Agreement dated as of February 14, 2022, that certain Fourth Amendment to Revolving Credit Agreement, dated as of March 26, 2024, that certain Fifth Amendment to Revolving Credit Agreement, dated as of May 27, 2025, and that certain Sixth Amendment to Revolving Credit Agreement, dated as of November 24, 2025, and as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the effectiveness of this Waiver, the "Credit Agreement"), among the Borrowers, the Lenders party thereto from time to time, the Administrative Agent and Wilmington Trust, National Association, as Collateral Agent. Capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement;

WHEREAS, the Borrowers have not complied with the undertakings set forth in Section 5.19 of the Credit Agreement relating to the receipt of $75.0 million in cash from either Specified Asset Sales or Net Cash Proceeds from equity contributions (the "Specified Default"); and

WHEREAS, the Borrowers have requested that the Requisite Lenders waive the Specified Default through March 31, 2026, and the Lenders party hereto, which constitute the Requisite Lenders, are willing to so waive the Specified Default on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Confirmation by Credit Parties of Default. The Credit Parties each acknowledge the existence of the Specified Default.

2. Limited Waiver. Subject to (a) the satisfaction of the conditions precedent set forth in Section 4 hereof and (b) the continuing satisfaction of the Waiver Conditions, the Requisite Lenders hereby waive the Specified Default during the Waiver Period (the "Limited Waiver"). This is a limited, one-time waiver, and except as expressly set forth herein, shall not be deemed to: (i) constitute a waiver of any other provision of the Credit Agreement or any other Credit Document, (ii) constitute a modification or alternation of any of the terms, conditions or covenants of the Credit Agreement or any other Credit Document, (iii) constitute a waiver of any right or remedy of the Administrative Agent or any other Secured Party under the Credit Agreement or any other Credit Document, (iv) establish a custom or course of dealing or conduct between the Administrative Agent or any other Secured Party, on the one hand, and the Credit Parties, on the other hand or (v) apply to any other Default or Event of Default under the Credit Agreement (other than the Specified Default) at any time, including any unrelated Default or Event of Default occurring after the date hereof. Except as expressly set forth herein, the foregoing waiver shall not be deemed to constitute consent

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of any other act, omission or any breach of the Credit Agreement or any other Credit Document and, unless as expressly set forth herein, the Requisite Lenders reserve all rights.

Upon the occurrence of a Waiver Termination Event, or upon the expiration of the Waiver Period (including upon the occurrence of the Waiver End Date), the Limited Waiver shall automatically terminate without further action by any party, and the Specified Default shall immediately and automatically constitute a Default or Event of Default, as applicable, under the Credit Agreement for all purposes, and the Administrative Agent, the Collateral Agent and the Lenders shall be entitled to exercise any and all rights and remedies available under the Credit Agreement and the other Credit Documents.

3. Definitions.

(a) Definitions. The following terms used herein, including in the preamble, recitals and hereto, shall have the following meanings:

"Equity Funding" means the receipt by the Company of Net Cash Proceeds of equity contributions in the form of common equity made to the Company after Waiver Effective Date, in an aggregate amount of no less than $35.0 million, which Net Cash Proceeds shall be received within the timeframes and in with the amounts specified on the Equity Funding Schedule.

"Equity Funding Schedule" means the schedule of Equity Funding amounts and receipt dates attached hereto as Exhibit A.

"Waiver Conditions" means the satisfaction of each of the following conditions: (a) the Borrowers shall have delivered to the Lenders (i) on or prior to March 17, 2026, a proposed debtor-in-possession financing budget and (ii) on or prior to March 17, 2026, a 13-week cash flow projections for operations during a potential proceeding under the Companies' Creditors Arrangement Act (Canada) ("CCAA"), which, in each case, shall be in form, scope and substance satisfactory to the Requisite Lenders in their sole discretion; (b) (i) on or prior to March 16, 2026, the Borrowers shall have executed and delivered to Hartree Partners, L.P. ("Hartree") an ISDA Master Agreement (together with the related Schedule and deliverable documentation specified therein) and (ii) execute and deliver to Hartree one or more transaction confirmations subject to such ISDA Master Agreement that (x) constitute Hedging Obligations under the Credit Agreement and (y) evidence hedging agreements relating to iron ore in accordance with the Agreed Hedging Parameters set forth in Exhibit B hereto; (c) commencing the week of March 16, 2026, and continuing thereafter until otherwise agreed by the Requisite Lenders, the Borrowers shall participate in weekly telephonic conferences with FTI Consulting (or any successor or replacement financial advisor engaged by the Lenders) at times reasonably acceptable to the Requisite Lenders to (i) review and discuss the financial condition of the Borrowers and their Subsidiaries, including the financial results of the Borrowers, the proposed debtor-in-possession financing budget and the 13-week cash flow projections for operations during a potential proceeding under the CCAA, and (ii) respond to any questions from the Lenders regarding the operations, business affairs and financial position of the Borrowers and their Subsidiaries (it being understood that (x) to the extent FTI Consulting is unable to satisfactorily answer any such questions on the conference call, FTI Consulting or an appropriate senior member of the management team of the Borrower, may respond to such question in writing (which may be by e-mail) promptly following such call and (y) the Borrowers shall ensure that FTI Consulting has access to the books and records of the

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Borrowers and their Subsidiaries as well as appropriate members of senior management of the Borrowers in order to be able to be able to adequately respond to any such questions from the Lenders); and (d) the Lenders shall have received evidence that the Borrowers have received the Equity Funding in accordance with the Equity Funding Schedule.

"Waiver End Date" means 11:59 p.m. (New York time) on March 31, 2026.

"Waiver Period" means the period commencing on the Waiver Effective Date and ending on the earliest to occur of (a) the Waiver End Date and (b) the occurrence of a Waiver Termination Event.

"Waiver Termination Event" means (a) the failure of the Borrowers to satisfy any of the Waiver Conditions in accordance with the timeframes set forth therein, (b) the failure of the Borrowers to receive any installment of the Equity Funding in accordance with the Equity Funding Schedule, or (c) the occurrence of any Default (other than the Specified Default) or Event of Default.

4. Conditions Precedent.

This Waiver and the effectiveness of the Limited Waiver described in Section 2 are subject to satisfaction (or waiver in writing by the Requisite Lenders) of all of the following conditions (the date on which all such conditions have been so satisfied or waived being referred to as the "Waiver Effective Date"):

(a) the Administrative Agent has received duly executed counterparts of this Waiver, dated as of the date hereof, from the Borrowers and the Requisite Lenders;

(b) on and as of the Waiver Effective Date, no Default or Event of Default (other than the Specified Default) has occurred and is continuing; and

(c) on and as of the Waiver Effective Date, the representations and warranties set forth in Section 5 of this Waiver shall be true and correct.

5. Representations and Warranties

The Credit Parties hereby represent and warrant to the Lenders and the Administrative Agent that:

(a) Each of the Company and its Subsidiaries has all requisite power and authority to execute and deliver this Waiver, and to perform its obligations hereunder, under the Credit Agreement and under the other Credit Documents to which it is a party. The execution, delivery and performance of this Waiver have been duly authorized by all necessary action on the part of each Credit Party that is a party thereto;

(b) This Waiver has been duly executed and delivered by each Credit Party that is a party thereto and is the legally valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(c) After giving effect to this Waiver, each of the representations and warranties contained in the Credit Agreement and the other Credit Documents shall be true and correct in all material respects on and as of the Waiver Effective Date to the same extent as though made on and as of the Waiver Effective

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Date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereto; and

(d) No event has occurred and is continuing that constitutes a Default (other than the Specified Default) or an Event of Default.

6. Post-Closing Obligations.

(a) From and after the Waiver Effective Date, the Borrowers shall provide the Lenders (i) reasonably detailed weekly updates on the status of their discussions with holders of the Senior Secured Notes, lenders under the EDC Credit Agreement, existing direct and indirect shareholders and any other potential debt or equity financing sources (collectively, the "Financing Sources") regarding the Borrowers' potential proceeding under the Companies' Creditors Arrangement Act (Canada) as well as any other Potential Restructuring Transaction, which updates shall, at the request of the Administrative Agent or any Lender, be made in writing (which may be by e-mail) and (ii) true and complete copies of any written materials received by the Borrowers or any of their agents, representatives, officers, directors, advisors, employees, subsidiaries or affiliates from any Financing Source or their respective representatives or advisors regarding any plan, proposal, offer, bid, term sheet or agreement with respect to the Borrowers' potential proceeding under the Companies' Creditors Arrangement Act (Canada) and/or any other Potential Restructuring Transaction, which materials shall be furnished to the Lenders within one calendar day after receipt by the Borrowers.

> For purposes of this Section 6, "Potential Restructuring Transaction" means any sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, tender offer, exchange offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture, amendment, consent, waiver or similar transaction involving the Borrowers, the Senior Secured Notes, the loans under the EDC Credit Agreement, or any other debt, equity, or other interests in the Borrowers.

The Borrowers further agree that all information furnished by or on behalf of the Borrowers to the Lenders for purposes of complying with this Section 6 will be true and accurate in all material respects on the date as of which such information is furnished and not incomplete by omitting to state any fact necessary to make such information not misleading at such time in light of the circumstances under which such information is provided.

(b) Within five (5) Business Days after the Waiver Effective Date, the Company shall pay all reasonable and documented fees and expenses of the Lenders and Administrative Agent in connection with this Waiver and the other Credit Documents which have accrued to the Waiver Effective Date (including the fees and expenses of Paul, Weiss, Rifkind, Wharton & Garrison LLP, US counsel to the Requisite Lenders, Holland & Knight, US counsel to the Administrative Agent, McCarthy Tétrault LLP, Canadian counsel to the Issuing Bank, and Stikeman Elliott LLP, Canadian counsel to the Requisite Lenders).

Failure to comply with this Section 6 shall constitute an Event of Default.

7. Reference to and Effect on Credit Documents.

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(a) Except as expressly modified in this Waiver, all terms of the Credit Agreement and the other Credit Documents shall remain in full force and effect on and after the Waiver Effective Date and are hereby in all respects ratified and confirmed. As of the Waiver Effective Date, each reference in the Credit Agreement and the other Credit Documents to "*this Agreement*", "*hereunder*", "*hereof*", "*herein*" or words of like import, and each reference in the Credit Documents to the "Credit Agreement" (including, without limitation, by means of words like "*thereunder*", "*thereof*" and words of like import) shall mean and be a reference to the Credit Agreement.

(b) The Net Cash Proceeds from the Equity Funding shall be disregarded for purposes of determining the amount of any Specified Equity Contributions and shall not increase any capacity to make Restricted Payments under the Credit Agreement.

8. Lender and Administrative Agent Releases. In consideration of, among other things, the Lenders' and Administrative Agent's execution and delivery of this Waiver, the Borrowers and each other Credit Party, in each case on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors, and assigns (collectively, "Company Releasors"), hereby forever agrees and covenants, to the fullest extent permitted by law, not to sue or prosecute against any Lender Releasee (as defined below) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Lender Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, accounts, interests, liens, promises, warranties, damages and consequential damages, demands, agreements, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, executions, costs, expenses, or claims whatsoever, that such Company Releasor now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity (collectively, the "Claims"), against any or all of the Lenders, the Administrative Agent and the Collateral Agent in any capacity and their respective affiliates, subsidiaries, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the "Lender Releasees"), based in whole or in part on facts, whether or not now known, existing on or before the Waiver Effective Date, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Credit Agreement and any other Credit Document, the transactions contemplated thereby or any actions or omissions in connection therewith or (ii) any aspect of the dealings or relationships between or among the Borrowers, any other Credit Party, or any of their respective subsidiaries, on the one hand, and any or all of the Consenting Lenders, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. In entering into this Waiver, the Borrowers, and each other Credit Party consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Lender Releasees except as expressly set forth herein and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 8 shall survive the termination of this Waiver and the Credit Documents. The Borrowers, any other Credit Party, and their respective subsidiaries further agree to refrain from commencing, instituting or prosecuting, or supporting any person that commences, institutes, or prosecutes any lawsuit, action or other proceeding against any and all Lender Releasees with respect to any and all Claims that relate to, arise out of or otherwise are in connection with anything described in clauses (i) and (ii) of the first sentence of this Section 8. Notwithstanding anything herein, the foregoing release shall not apply to (1) any Claim under this Waiver, or (2) any Claims against a Lender Releasee that result from the fraud, gross negligence or willful misconduct of such Lender Releasee, as determined by a court of competent jurisdiction in a final non-appealable order.

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9. Certain Other Provisions.

(a) The Parties hereto acknowledge and agree that this Waiver shall constitute a Credit Document for all purposes under the Credit Agreement.

(b) Sections 10.14 (Applicable Law), 10.15 (Consent to Jurisdiction), 10.16 (Waiver of Jury Trial), 10.20 (Entire Agreement), 10.5 (Amendments and Waivers), 10.11 (Severability), 10.19 (Effectiveness; Counterparts), 10.13 (Headings) and 10.17 (Confidentiality) of the Credit Agreement is hereby incorporated by reference, mutatis mutandis, as if set forth herein in its entirety.

[*Signature pages follow*]

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IN WITNESS WHEREOF, this Waiver has been executed by the parties hereto as of the date first written above.

BAFFINLAND IRON MINES CORPORATION

By: _____
Name: Jowdat Waheed
Title: Authorized Signing Officer

By: _____
Name: Celeste van Tonder
Title: Chief Financial Officer

BAFFINLAND IRON MINES LP, by its general partner, Baffinland Iron Mines Corporation

By: _____
Name: Jowdat Waheed
Title: Authorized Signing Officer

By: _____
Name: Celeste van Tonder
Title: Chief Financial Officer

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ALTER DOMUS (US) LLC, as Administrative Agent

By: _____

Name: Pinju Chiu

Title: Associate Counsel

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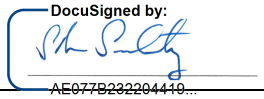
HARTREE PARTNERS, LP, as Lender

By its general partner, Hartree Partners GP, LLC

By: 

Name: Stephen M. Semlitz
Title: Managing Director

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OPPS XII BLIM HOLDINGS, L.P., as Lender

By: Oaktree Fund GP IIA, LLC
Its: General Partner
By: Oaktree Fund GP II, L.P.
Its: Managing Member

By: _____
Name: David Nicoll
Title: Authorized Signatory

By: _____
Jordan Mikes (Mar 16, 2026 11:49:08 PDT)
Name: Jordan Mikes
Title: Authorized Signatory

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EXHIBIT A
EQUITY FUNDING SCHEDULE

Receipt Date	Amount
On March 6, 2026	$15,000,000
After March 6, 2026, but on or prior to March 13, 2026	$15,000,000
After March 13, 2026, but on or prior to March 20, 2026	$5,000,000
Total	**$35,000,000**

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EXHIBIT B
AGREED HEDGING PARAMETERS

1. The Borrowers shall (i) on or prior to March 24, 2026, enter into hedging agreements relating to 1,050,000 dry metric tonnes of iron ore, which hedging agreements shall be in the form of (x) deferred premium puts (unless otherwise agreed by the Requisite Lenders) for 500,000 dry metric tonnes and (y) swaps, put options, call options or any combination thereof (at the option of the Borrowers) for 550,000 dry metric tonnes and (ii) on or prior to March 31, 2026, enter into hedging agreements relating to an additional 1,050,000 dry metric tonnes of iron ore, which hedging agreements shall be in the form of swaps, put options, call options or any combination thereof (at the option of the Borrowers).

2. Such hedging agreements shall be for a period beginning with the calendar quarter ending September 30, 2026 and ending with the calendar quarter ending March 31, 2027.

3. The Borrowers agree to use commercially reasonable efforts to facilitate discussions between Hartree and IRH Global Trading Ltd. ("IRH") in connection with Hartree acting as "liquidity provider" to IRH under any hedging agreements to be entered into between the Borrowers and IRH.

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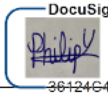
EXHIBIT "D"
referred to in the Affidavit of
DAVID NICOLL
Sworn June 14, 2026

DocuSigned by:



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Commissioner for Taking Affidavits

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Execution Version

LIMITED WAIVER NO. 2

This **LIMITED WAIVER NO. 2** (this "Waiver"), dated as of April 6, 2026, is made by and among BAFFINLAND IRON MINES CORPORATION, a corporation organized under the laws of the Province of Ontario (the "Company"), BAFFINLAND IRON MINES LP, a limited partnership created under the laws of the Province of Ontario ("BIMLP" and, together with the Company, the "Borrowers"), each other Credit Party, each of the Lenders party hereto and Alter Domus (US) LLC, as administrative agent (together with its permitted successors in such capacity, the "Administrative Agent" and together with the Borrowers, each other Credit Party and each of the Lenders party hereto, each, a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, reference is made to the Revolving Credit Agreement, dated as of May 26, 2017 (as amended by that certain First Amendment to Revolving Credit Agreement, dated as of June 27, 2018, that certain Second Amendment to Revolving Credit Agreement dated as of October 25, 2019, that certain Third Amendment to Revolving Credit Agreement dated as of February 14, 2022, that certain Fourth Amendment to Revolving Credit Agreement, dated as of March 26, 2024, that certain Fifth Amendment to Revolving Credit Agreement, dated as of May 27, 2025, and that certain Sixth Amendment to Revolving Credit Agreement, dated as of November 24, 2025, and as further amended, amended and restated, supplemented or otherwise modified from time to time prior to the effectiveness of this Waiver, the "Credit Agreement"), among the Borrowers, the Lenders party thereto from time to time, the Administrative Agent and Wilmington Trust, National Association, as Collateral Agent. Capitalized terms used and not otherwise defined herein shall have the respective meanings given to them in the Credit Agreement and the Exhibits attached hereto;

WHEREAS, the Borrowers have not complied with the undertakings set forth in Section 5.19 of the Credit Agreement relating to the receipt of $75.0 million in cash from either Specified Asset Sales or Net Cash Proceeds from equity contributions (the "Specified Default");

WHEREAS, on March 16, 2026, the Borrower, the Administrative Agent and certain Lenders entered into the Limited Waiver (the "Initial Waiver") which, on the terms and conditions set forth therein, provided for a limited waiver of the Specified Default as set forth therein;

WHEREAS, in anticipation of the occurrence of the Waiver End Date (as defined in the Initial Waiver), the Borrowers have requested that the Requisite Lenders continue to waive the Specified Default through May 31, 2026, and the Lenders party hereto, which constitute the Requisite Lenders, are willing to so continue to waive the Specified Default on the terms and conditions set forth herein; and

WHEREAS, pursuant to Section 5.1(c) of the Credit Agreement, the Company is required to furnish to the Administrative Agent, among other things, certain audited financial statements of the Company within 105 days after the end of each Fiscal Year (the "Audited Financial Statement Requirement").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Confirmation by Credit Parties of Default. The Credit Parties each acknowledge the existence of the Specified Default.

2. Limited Waiver and Agreement. Subject to (a) the satisfaction of the conditions precedent set forth in Section 4 hereof and (b) the continuing satisfaction of the Waiver Conditions, the Requisite Lenders

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hereby (w) waive the Specified Default during the Waiver Period, (x) acknowledge and agree that the Term Loan Maturity Date shall remain May 31, 2027 (or if such day is not a Business Day, the next succeeding Business Day) during the Waiver Period without giving effect to the proviso in the definition of "Term Loan Maturity Date," (y) agree to extend the deadline for the Audited Financial Statement Requirement for the fiscal year ended December 31, 2025 to April 30, 2026, and (z) waive, during the Waiver Period, any Default or Event of Default arising under Section 8.1(e) of the Credit Agreement to the extent resulting from a breach under the EDC Credit Agreement of the Audited Financial Statement Requirement for the fiscal year ended December 31, 2025, solely to the extent such breach is permitted by clause (y) (the "Limited Waiver and Agreement"). This is a limited, one-time waiver, and except as expressly set forth herein, shall not be deemed to: (i) constitute a waiver of any other provision of the Credit Agreement or any other Credit Document, (ii) constitute a modification or alteration of any of the terms, conditions or covenants of the Credit Agreement or any other Credit Document except as set forth herein, (iii) constitute a waiver of any right or remedy of the Administrative Agent or any other Secured Party under the Credit Agreement or any other Credit Document, (iv) establish a custom or course of dealing or conduct between the Administrative Agent or any other Secured Party, on the one hand, and the Credit Parties, on the other hand or (v) apply to any other Default or Event of Default under the Credit Agreement (other than the Specified Default) at any time, including any unrelated Default or Event of Default occurring after the date hereof. Except as expressly set forth herein, the foregoing waiver shall not be deemed to constitute consent of any other act, omission or any breach of the Credit Agreement or any other Credit Document and, unless as expressly set forth herein, the Requisite Lenders reserve all rights.

Upon the occurrence of a Waiver Termination Event, or upon the expiration of the Waiver Period (including upon the occurrence of the Waiver End Date), (x) the Limited Waiver and Agreement shall automatically terminate without further action by any party, (y) the Term Loan Maturity Date shall be determined giving effect to the proviso in such definition and (z) the Specified Default shall immediately and automatically constitute a Default or Event of Default, as applicable, under the Credit Agreement for all purposes, and the Administrative Agent, the Collateral Agent and the Lenders shall be entitled to exercise any and all rights and remedies available under the Credit Agreement and the other Credit Documents.

3. Definitions.

(a) Definitions. The following terms used herein, including in the preamble, recitals and hereto, shall have the following meanings:

> "Definitive Documents" means each of the definitive documents providing for or evidencing the Potential Restructuring Transaction, the transactions described on Exhibit A hereto, and the other transactions contemplated by the Transaction Support Agreement, including without limitation the Transaction Support Agreement, the Equity Commitment Letters, the offer documents for any exchange or tender offer or consent solicitation with respect to the Senior Secured Notes, any amendment, indenture, credit agreement, note, guarantee agreement, security agreement, intercreditor agreement, or other definitive agreement with respect to any extension, amendment, refinancing, or replacement of the Senior Secured Notes, any amendment, modification, refinancing, or replacement of the EDC Credit Agreement, and any certificate of designations, operating agreement, shareholder's agreement, indenture, loan, note, or other document or agreement with respect to the Bond Equitization and the Equity Capital Raise.
>
> "Equity Funding" means the receipt by the Company of Net Cash Proceeds of equity contributions in the form of common equity made to the Company after March 16, 2026 in an aggregate amount of no less than $35.0 million, which amounts shall have been received in full no later than March 26, 2026.

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"Potential Restructuring Transaction" means any sale, disposition, new-money investment, restructuring, reorganization, merger, amalgamation, acquisition, consolidation, dissolution, debt investment, equity investment, liquidation, asset sale, share issuance, tender offer, exchange offer, recapitalization, plan of reorganization, share exchange, business combination, joint venture, amendment, consent, waiver or similar transaction involving the Borrowers, the Senior Secured Notes, the loans under the EDC Credit Agreement, or any other debt, equity, or other interests in the Borrowers.

"Waiver End Date" means 11:59 p.m. (New York time) on May 31, 2026.

"Waiver Period" means the period commencing on the Waiver No. 2 Effective Date and ending on the earliest to occur of (a) the Waiver End Date and (b) the occurrence of a Waiver Termination Event.

"Waiver Termination Event" means the occurrence of any of the following:

(a) the failure of the Borrowers to launch a recapitalization offer substantially in accordance with the terms set forth on Exhibit A hereto (the "Recapitalization Offer"), with (x) executed commitments to participate in the recapitalization from holders of more than two-thirds of the outstanding principal amount of the Senior Secured Notes that are entitled to vote on amendments to the Senior Secured Notes Indenture and in a proceeding under the CCAA and (y) true, complete and correct copies of one or more equity commitment letters (including all schedules and exhibits thereto, the "Equity Commitment Letters") to consummate the Bond Equitization, in each case on or before April 30, 2026 (or such later date as may be agreed in writing (email being sufficient) by the Requisite Lenders),

(b) the failure of the Borrowers to comply with their obligations as specified in the Agreed Hedging Parameters set forth on Exhibit B hereto, or

(c) the occurrence of any Default (other than the Specified Default) or Event of Default.

4. Conditions Precedent.

This Waiver and the effectiveness of the Limited Waiver and Agreement described in Section 2 are subject to satisfaction (or waiver in writing by the Requisite Lenders) of all of the following conditions (the date on which all such conditions have been so satisfied or waived being referred to as the "Waiver No. 2 Effective Date"):

(a) the Administrative Agent shall have received duly executed counterparts of this Waiver, dated as of the date hereof, from the Borrowers and the Requisite Lenders;

(b) on and as of the Waiver No. 2 Effective Date, no Default or Event of Default (other than the Specified Default) shall have occurred and be continuing;

(c) on and as of the Waiver No. 2 Effective Date, the representations and warranties set forth in Section 5 of this Waiver shall be true and correct; and

(d) The Administrative Agent and the Requisite Lenders shall have received an initial draft of a transaction support agreement by and among each Credit Party, the Sponsors, holders of more than two-

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thirds of the outstanding principal amount of the Senior Secured Notes that are entitled to vote on amendments to the Senior Secured Notes Indenture and in a proceeding under the CCAA and the lenders under the EDC Credit Agreement, that is in form and substance acceptable to the Administrative Agent and the Requisite Lenders, in their sole discretion.

5. Representations and Warranties

The Credit Parties hereby represent and warrant to the Lenders and the Administrative Agent that:

(a) Each of the Company and its Subsidiaries has all requisite power and authority to execute and deliver this Waiver, and to perform its obligations hereunder, under the Credit Agreement and under the other Credit Documents to which it is a party. The execution, delivery and performance of this Waiver have been duly authorized by all necessary action on the part of each Credit Party that is a party thereto;

(b) This Waiver has been duly executed and delivered by each Credit Party that is a party thereto and is the legally valid and binding obligation of such Credit Party, enforceable against such Credit Party in accordance with its respective terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or limiting creditors' rights generally or by equitable principles relating to enforceability;

(c) After giving effect to this Waiver, each of the representations and warranties contained in the Credit Agreement and the other Credit Documents shall be true and correct in all material respects on and as of the Waiver No. 2 Effective Date to the same extent as though made on and as of the Waiver No. 2 Effective Date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties were true and correct in all material respects on and as of such earlier date; provided that, in each case, such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereto; and

(d) No event has occurred and is continuing that constitutes a Default (other than the Specified Default) or an Event of Default.

6. Post-Closing Obligations.

(a) From and after the Waiver No. 2 Effective Date, the Borrowers shall provide the Lenders (i) reasonably detailed weekly updates on the status of their discussions with holders of the Senior Secured Notes, lenders under the EDC Credit Agreement, existing direct and indirect shareholders and any other potential debt or equity financing sources (collectively, the "Financing Sources") regarding each of (i) the Borrowers' potential proceeding under the Companies' Creditors Arrangement Act (Canada) as well as any other Potential Restructuring Transaction, (ii) the Recapitalization Offer, which updates shall, at the request of the Administrative Agent or any Lender, be made in writing (which may be by e-mail) and (iii) subject to the applicable confidentiality restrictions or attorney-client privilege, true and complete copies of any written materials received by the Borrowers or its advisors from any Financing Source or its advisors regarding any plan, term sheet or agreement with respect to the Borrowers' potential proceeding under the Companies' Creditors Arrangement Act (Canada) and/or any other Potential Restructuring Transaction, which materials shall be furnished to the Lenders within one calendar day after receipt by the Borrowers.

The Borrowers further agree that all information furnished by or on behalf of the Borrowers to the Lenders for purposes of complying with this Section 6 will be true and accurate in all material respects on the date as of which such information is furnished and not incomplete by omitting to state any fact necessary to make such information not misleading at such time in light of the circumstances under which such information is provided.

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(b) The Borrowers shall provide to each Lender copies of each proposal or term sheet sent by the Company or received by the Company (including by any of the Company's advisors, agents or representatives on its behalf) with respect to a Potential Restructuring Transaction, including, without limitation, any proposal or term sheet (i) sent by the Company (including by any of the Company's advisors, agents or representatives on its behalf) to any Financing Source or (ii) sent by any Financing Source to the Company (including by any of the Company's advisors, agents or representatives on its behalf).

(c)

(i) In the event that either Borrower receives a bona fide written offer from any Person other than IRH Global Trading Ltd. to refinance or otherwise replace the inventory financing arrangement in existence as of the Waiver No. 2 Effective Date between the Company and IRH Global Trading Ltd. (the "IRH Facility"; and any such offer to refinance or replace the IRH Facility, including for the avoidance of doubt, a preliminary term sheet delivered by the applicable financing source to the Company, a "Financing Offer"), the Company shall, prior to responding to any such Financing Offer notify the Administrative Agent and the Lenders in writing of the existence of such Financing Offer and outline the material economic terms and conditions of such Financing Offer (the "Financing Offer Notice"). Each Lender that is either a Hartree Lender or an Oaktree Lender (each such Lender, an "Eligible Right of First Refusal Holder") shall have a right of first refusal to match the Financing Offer's material terms with respect to any such refinancing or financing, (in each case, the "Material Terms"). After the receipt of such Financing Offer Notice, any such Eligible Right of First Refusal Holder shall have fourteen (14) days to agree to match the Material Terms of such Financing Offer on terms which shall be the same or better (as determined by the Company in its reasonable discretion) than the Material Terms of such Financing Offer (an "Acceptance"). In the event such Eligible Right of First Refusal Holder declines to exercise its right under a Financing Offer, such Eligible Right of First Refusal Holder shall promptly notify the Company of its decision in writing; provided that such Eligible Right of First Refusal Holder shall be deemed to have declined a Financing Offer if such Eligible Right of First Refusal Holder does not deliver an Acceptance to the Company within fourteen (14) days after having received the Material Terms. Upon the Company's receipt of an Acceptance, such Eligible Right of First Refusal Holder and one or more additional lenders selected by such Eligible Right of First Refusal Holder, on the one hand, and the Company, on the other hand, shall, in good faith enter into an agreement for such refinancing or financing transaction on the Material Terms set forth in such Acceptance (the "Definitive Documentation"); provided that, in the event the Company receives an Acceptance from more than one of the Eligible Right of First Refusal Holders, the Financing Offer shall be allocated as between each Eligible Right of First Refusal Holder pro rata in accordance with the amounts of the Obligations owed to them on such date. If all of the Eligible Right of First Refusal Holders shall have declined to exercise their rights under such Financing Offer or, after good faith efforts, the Company, the Eligible Right of First Refusal Holders and such other lender(s) that are identified by the accepting Eligible Right of First Refusal Holders are unable to enter into or consummate the Definitive Documentation within sixty (60) days after the Company's receipt of the applicable Acceptance ("End Date"), the Company shall be free to consummate such Financing Offer within sixty (60) days of the End Date on terms substantially similar to the terms of such Financing Offer. If the Company shall have failed to so consummate such transaction within said sixty (60) days or if the Material Terms of such transaction are materially modified from the description of such terms in the Financing Offer Notice, then a new right of first refusal for the benefit of any Eligible Right of First Refusal Holder with respect to such transaction shall immediately arise. For the avoidance of doubt, only the Right of First Refusal Holders may exercise any rights pursuant to this Section 6(d)(i), and no such rights shall extend to any successors or assigns of the Right of First Refusal Holders.

(ii) In the event the IRH Facility terminates or otherwise ceases to be in full force and effect, prior to entering into any negotiations with respect to any replacement of the IRH Facility with any

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Person that is not a Hartree Lender or an Oaktree Lender or soliciting any offers to replace the IRH Facility, the Company shall offer each Hartree Lender and each Oaktree Lender in writing, on a pro rata basis based on the percentage of the then outstanding Term Loans and Commitments held by such Hartree Lenders and Oaktree Lenders, an opportunity to provide a replacement of the IRH Facility, and if such Lenders have not agreed to provide all or a portion of such replacement financing within ten (10) Business Days of such notice, then such Lender shall be deemed to have rejected participation. To the extent the existing Lenders that are Hartree Lenders and Oaktree Lenders have rejected (including any deemed rejection) such offer, the Company may, during the period of sixty (60) days after such rejection (or deemed rejection), enter into definitive documentation with respect to such debt financing with one or more alternate financial institutions on the same terms as were offered to the Lenders that are Hartree Lenders and Oaktree Lenders.

(iii) The Borrowers shall not, and shall not permit any other Credit Party to, (x) grant to IRH Global Trading Ltd. (or any of its affiliates) or any assignee, transferee, or successor in interest to IRH Global Trading Ltd. under the IRH Facility that is not a Credit Party (or any affiliates thereof), any right of set off with respect to the IRH Facility (or any successor or replacement facility) and (y) grant to any Person any right of set off that would permit such Person to offset any amounts owing under any other agreement, instrument or arrangement.

(d) The Borrowers shall provide the Lenders with drafts of each of the Definitive Documents at least one week prior to the execution thereof.

(e) Commencing the week of April 6, 2026, and continuing thereafter until otherwise agreed by the Requisite Lenders, the Borrowers shall participate in weekly telephonic conferences with FTI Consulting (or any successor or replacement financial advisor engaged by the Borrowers) at times reasonably acceptable to the Requisite Lenders to (i) review and discuss the financial condition of the Borrowers and their Subsidiaries, including the financial results of the Borrowers, the proposed debtor-in-possession financing budget and the 13-week cash flow projections for operations during a potential proceeding under the Companies' Creditors Arrangement Act (Canada) ("CCAA"), and (ii) respond to any questions from the Lenders regarding the operations, business affairs and financial position of the Borrowers and their Subsidiaries (it being understood that (x) to the extent FTI Consulting is unable to satisfactorily answer any such questions on the conference call, FTI Consulting or an appropriate senior member of the management team of the Borrower, may respond to such question in writing (which may be by e-mail) promptly following such call and (y) the Borrowers shall ensure that FTI Consulting has access to the books and records of the Borrowers and their Subsidiaries as well as appropriate members of senior management of the Borrowers in order to be able to be able to adequately respond to any such questions from the Lenders).

(f) From and after the Waiver No. 2 Effective Date, the Borrowers shall promptly (and in any event within two (2) Business Days) upon request by the Administrative Agent or any Lender, deliver reasonably detailed written evidence to the Administrative Agent and the Lenders of the Borrowers' compliance with their obligations under this Waiver.

(g) The Borrowers shall, on or prior to April 15, 2026, deliver to the Required Lenders an operational plan outlining sea lift activities and engagement, inclusive of CCAA contingencies.

(h) The Borrowers shall, on or prior to April 10, 2026, pay to the Administrative Agent, for the ratable benefit of the Lenders, a consent fee in an amount equal to $3,660,000.

Failure to comply with this Section 6 shall constitute an immediate Event of Default.

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7. Reference to and Effect on Credit Documents.

(a) Except as expressly modified in this Waiver, all terms of the Credit Agreement and the other Credit Documents shall remain in full force and effect on and after the Waiver No. 2 Effective Date and are hereby in all respects ratified and confirmed. As of the Waiver No. 2 Effective Date, each reference in the Credit Agreement and the other Credit Documents to "*this Agreement*", "*hereunder*", "*hereof*", "*herein*" or words of like import, and each reference in the Credit Documents to the "Credit Agreement" (including, without limitation, by means of words like "*thereunder*", "*thereof*" and words of like import) shall mean and be a reference to the Credit Agreement.

(b) The Net Cash Proceeds from the Equity Funding shall be disregarded for purposes of determining the amount of any Specified Equity Contributions and shall not increase any capacity to make Restricted Payments under the Credit Agreement.

(c) On and after the Waiver No. 2 Effective Date, the Initial Waiver shall be terminated in full and of no further force or effect.

8. Lender and Administrative Agent Releases. In consideration of, among other things, the Lenders' and Administrative Agent's execution and delivery of this Waiver, the Borrowers and each other Credit Party, in each case on behalf of itself and its agents, representatives, officers, directors, advisors, employees, subsidiaries, affiliates, successors, and assigns (collectively, "Company Releasors"), hereby forever agrees and covenants, to the fullest extent permitted by law, not to sue or prosecute against any Lender Releasee (as defined below) and hereby forever waives, releases and discharges, to the fullest extent permitted by law, each Lender Releasee from any and all claims (including, without limitation, crossclaims, counterclaims, rights of set-off and recoupment), actions, causes of action, suits, debts, accounts, interests, liens, promises, warranties, damages and consequential damages, demands, agreements, bonds, bills, specialties, covenants, controversies, variances, trespasses, judgments, executions, costs, expenses, or claims whatsoever, that such Company Releasor now has or hereafter may have, of whatsoever nature and kind, whether known or unknown, whether now existing or hereafter arising, whether arising at law or in equity (collectively, the "Claims"), against any or all of the Lenders, the Administrative Agent and the Collateral Agent in any capacity and their respective affiliates, subsidiaries, shareholders and "controlling persons" (within the meaning of the federal securities laws), and their respective successors and assigns and each and all of the officers, directors, employees, agents, attorneys, advisors and other representatives of each of the foregoing (collectively, the "Lender Releasees"), based in whole or in part on facts, whether or not now known, existing on or before the Waiver No. 2 Effective Date, that relate to, arise out of or otherwise are in connection with: (i) any or all of the Credit Agreement and any other Credit Document, the transactions contemplated thereby or any actions or omissions in connection therewith or (ii) any aspect of the dealings or relationships between or among the Borrowers, any other Credit Party, or any of their respective subsidiaries, on the one hand, and any or all of the Consenting Lenders, on the other hand, relating to any or all of the documents, transactions, actions or omissions referenced in clause (i) hereof. In entering into this Waiver, the Borrowers, and each other Credit Party consulted with, and has been represented by, legal counsel and expressly disclaims any reliance on any representations, acts or omissions by any of the Lender Releasees except as expressly set forth herein and hereby agrees and acknowledges that the validity and effectiveness of the releases set forth above do not depend in any way on any such representations, acts and/or omissions or the accuracy, completeness or validity thereof. The provisions of this Section 8 shall survive the termination of this Waiver and the Credit Documents. The Borrowers, any other Credit Party, and their respective subsidiaries further agree to refrain from commencing, instituting or prosecuting, or supporting any person that commences, institutes, or prosecutes any lawsuit, action or other proceeding against any and all Lender Releasees with respect to any and all Claims that relate to, arise out of or otherwise are in connection with anything described in clauses (i) and (ii) of the first sentence of this Section 8. Notwithstanding anything herein, the foregoing release shall not apply to (1) any Claim

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under this Waiver, or (2) any Claims against a Lender Releasee that result from the fraud, gross negligence or willful misconduct of such Lender Releasee, as determined by a court of competent jurisdiction in a final non-appealable order.

9. Certain Other Provisions.

(a) The Parties hereto acknowledge and agree that this Waiver shall constitute a Credit Document for all purposes under the Credit Agreement.

(b) Sections 10.14 (Applicable Law), 10.15 (Consent to Jurisdiction), 10.16 (Waiver of Jury Trial), 10.20 (Entire Agreement), 10.5 (Amendments and Waivers), 10.11 (Severability), 10.19 (Effectiveness; Counterparts), 10.13 (Headings) and 10.17 (Confidentiality) of the Credit Agreement is hereby incorporated by reference, mutatis mutandis, as if set forth herein in its entirety.

(c) By executing this Waiver, the Credit Parties party hereto hereby consent (to the extent any such consent is required) to the Lenders (and their advisors, agents and representatives) communicating directly with the lenders under the EDC Credit Agreement (and their advisors, agents and representatives) regarding any potential recapitalization or restructuring involving the Credit Parties and sharing with such Persons any information regarding the Credit Parties, notwithstanding Section 10.17 of the Credit Agreement or any other confidentiality agreement, non-disclosure agreement or any other similar arrangement.

[*Signature pages follow*]

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IN WITNESS WHEREOF, this Waiver has been executed by the parties hereto as of the date first written above.

BAFFINLAND IRON MINES CORPORATION

By: _____
Name: Jowdat Waheed
Title: Authorized Signing Officer

By: _____
Name: Celeste van Tonder
Title: Chief Financial Officer

Baffinland IRON MINES LP, by its general partner,
Baffinland Iron Mines Corporation

By: _____
Name: Jowdat Waheed
Title: Authorized Signing Officer

By: _____
Name: Celeste van Tonder
Title: Chief Financial Officer

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ALTER DOMUS (US) LLC, as Administrative Agent

By: _____

Name: Pinju Chiu
Title: Associate Counsel

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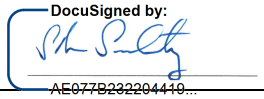
HARTREE PARTNERS, LP, as Lender

By its general partner, Hartree Partners GP, LLC

By: 

Name: Stephen M. Semlitz
Title: Managing Director

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OPPS XII BLIM HOLDINGS, L.P., as Lender

By: Oaktree Fund GP IIA, LLC
Its: General Partner
By: Oaktree Fund GP II, L.P.
Its: Managing Member

By: _____
Name: David Nicoll
Title: Authorized Signatory

By: _____
Jordan Mikes (Mar 16, 2026 11:49:08 PDT)
Name: Jordan Mikes
Title: Authorized Signatory

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EXHIBIT A
TERMS OF RECAPITALIZATION OFFER AS OF THE DATE HEREOF

The terms of the Recapitalization Offer shall be as follows:

1. Offer to exchange $460 million of Senior Secured Notes at par for New Senior Secured Notes ("New Senior Secured Notes") and cash equal to the amount of cash equity contribution to the Borrowers from an equity capital raise effected by the Borrowers' parent (the "Equity Capital Raise"). The exchange offer will have an early bird premium payable by those noteholders who tender their Senior Secured Notes in the first 10 business days of the exchange offer.

2. The terms of the New Senior Secured Notes will (a) have a coupon of 11%, with step ups for milestones on completion of asset sales, (b) have a maturity date of December 31, 2027, (c) have negative covenants and collateral substantially similar to the Senior Secured Notes and (d) be subject to the Existing Intercreditor Agreement as "Pari Passu Obligations."

3. The negative covenants and collateral grant in the Senior Secured Notes will be removed in connection with a coincidental consent solicitation.

4. $115 million of the Senior Secured Notes will be equitized and retired in conjunction with the exchange offer completion (the "Bond Equitization").

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EXHIBIT B
AGREED HEDGING PARAMETERS

1. The Borrowers shall (i) continue to maintain in effect the hedging agreements entered into on or prior to March 24, 2026 in accordance with the Initial Waiver relating to 1,050,000 dry metric tonnes of iron ore, which hedging agreements shall continue to be in the form of (x) deferred premium puts (unless otherwise agreed by the Requisite Lenders) for 500,000 dry metric tonnes and (y) swaps, put options, call options or any combination thereof (at the option of the Borrowers) for 550,000 dry metric tonnes and (ii) continue to maintain in effect the hedging agreements entered into on or prior to March 31, 2026 in accordance with the Initial Waiver relating to an additional 500,000 dry metric tonnes of iron ore, which hedging agreements shall be in the form of swaps, put options, call options or any combination thereof (at the option of the Borrowers). The Borrowers shall on or prior to April 15, 2026, enter into hedging agreements relating to an additional 550,000 dry metric tons of iron ore, which hedging agreements shall be in the form of swaps, put options, call options or any combination thereof (at the option of the Borrowers).

2. Such hedging agreements shall continue to be for a period beginning with the calendar quarter ending September 30, 2026 and ending with the calendar quarter ending March 31, 2027.

3. The Borrowers agree to continue to use commercially reasonable efforts to facilitate discussions between Hartree and IRH Global Trading Ltd. ("IRH") in connection with Hartree acting as "liquidity provider" to IRH under any hedging agreements to be entered into between the Borrowers and IRH.

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EXHIBIT "E"
referred to in the Affidavit of
DAVID NICOLL
Sworn June 14, 2026

DocuSigned by:

36124C4218DD47C...

Commissioner for Taking Affidavits

Docusign Envelope ID: D0015138-6A87-8689-8114-EA72B5026C4A

From: Bolin, Brian <bbolin@paulweiss.com>
Sent: Sunday, March 1, 2026 4:41:13 PM
To: Estes, John E. <estesj@sullcrom.com>
Cc: Abboud, Nolan C. <abboudn@sullcrom.com>
Subject: [EXTERNAL] Re: Hudbay

Here is our clients' proposal for the waiver:

- Conditional waiver until March 13 with no fee
- Proposed DIP budget and cash flow projections by March 6
- Obtain court date from Toronto Commercial List Court by March 6
- Weekly calls with FTI
- Consent under NDA and for all other purposes to us engaging in discussions with bondholders
- Request consent from bondholders for super-senior liquidity bridge
- Extensions beyond March 13 would be subject to satisfactory progress on CCAA prep and evidence of sufficient capital injection to maintain operations

Any word on seeking bondholder consent and on whether your client objects to us talking to the bondholders?

Brian Bolin | Partner
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas | New York, NY 10019-6064
+1 212 373 3262 (Direct Phone) | +1 212 492 0262 (Direct Fax) | +1 773 369 5751 (Cell)
bbolin@paulweiss.com | www.paulweiss.com [paulweiss.com]

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EXHIBIT "F"
referred to in the Affidavit of
DAVID NICOLL
Sworn June 14, 2026

DocuSigned by:

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Commissioner for Taking Affidavits

Docusign Envelope ID: D0015138-6A87-8689-8114-EA72B5026C4A

From: Rosenberg, Jeffrey
To: Potolsky, Scott
Subject: Draft DIP Term Sheet for Review
Date: Saturday, May 2, 2026 1:37:03 PM
Attachments: 4144-8461-2456.5 DIP Term Sheet.docx

External Email: This Message originated outside of the Hartree organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott, further to your request of the Company, please find attached the draft DIP Term Sheet prepared by the Company.

Thank you, Jeff

Jeffrey Rosenberg
Senior Managing Director

FTI Consulting
Corporate Finance & Restructuring
+1.416.649.8073 T | +1.416.312.9293 M
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Draft: April 20, 2026

DIP FACILITY LOAN AGREEMENT

DATED AS OF ■, 2026

WHEREAS Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, the "**Borrowers**") have requested the DIP Lender (defined below) to provide funding in order to assist with proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCAA**") to be commenced before the Ontario Superior Court of Justice – Commercial List (the "**Court**") in accordance with the terms and conditions set out herein (the "**CCAA Proceeding**");

AND WHEREAS the DIP Lender has agreed to provide the DIP Facility (defined below) in accordance with the terms and conditions set out below.

NOW THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. **Defined Terms:** A capitalized term not defined in the body of this Agreement has the meaning ascribed to it in the Definitions section below.

2. **Interpretation:** In this Agreement, words signifying the singular number include the plural and *vice versa*, and words signifying gender include all genders. Every use of the word "including" in this Agreement is to be construed as meaning "including, without limitation".

   The division of this Agreement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

   References in this Agreement to Sections or Schedules are to be construed as references to a Section or Schedule of or to this Agreement unless the context requires otherwise.

3. **Currency:** Unless otherwise stated, all monetary denominations shall be in lawful currency of the United States of America.

4. **Borrowers:** Baffinland Iron Mines Corporation ("**BIM Corp**") and Baffinland Iron Mines LP ("**Baffin LP**").

5. **Guarantors:** Means Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Guarantors**" and collectively with the Borrowers, the "**Obligors**").

6. **DIP Lender:** ■ (the **"DIP Lender**").

7. **DIP Facility:** The DIP Lender agrees to establish in favour of the Borrowers a debtor-in-possession revolving credit facility (the "**DIP Facility**") in the principal amount equal to **[$300,000,000]** (the "**Loan Amount**").

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The DIP Facility is a revolving credit facility and, accordingly, amounts Advanced pursuant to Section 8 may be repaid and reborrowed by the Borrowers until the Maturity Date.

8. **DIP Advances:** An initial advance under the DIP Facility in the principal amount of $**[25,000,000]** (the "**Initial Advance**") shall be made available to the Borrowers and shall be deposited into the Borrowers' Account (defined below) on the date of the Initial Order, provided the Initial Advance Conditions are satisfied as of such date.

Advances under the DIP Facility, other than the Initial Advance (each, an "**Advance**") require a written notice to be delivered to the DIP Lender, at least two Business Days prior to the requested date of the Advance, or such shorter period as may be agreed by the DIP Lender in advance (each, an "**Advance Notice**"), which has been approved by the Monitor and executed by an officer of the Borrowers setting out: (a) the proposed amount of the requested Advance; (b) the date the Advance is required; and (c) certification that the representations and warranties contained herein are true and correct in all material respects as of such date.

The DIP Lender shall deposit into the Borrowers' Account the amount requested by the Borrowers pursuant to the Advance Notice on the requested date of the Advance; provided that the conditions in section 16 are satisfied as of such date; other in in respect of the Initial Advance which shall be deposited into the Borrowers' Account on the date of the Initial Order; provided the Initial Advance Conditions are satisfied as of such date.

9. **Use of Proceeds:** The proceeds of the DIP Facility shall be used solely by the Borrowers in accordance with the Approved Cash Flow, which shall include provision for payment of (i) the fees of the Monitor and its counsel and counsel for the Borrowers, (ii) interest owing to the DIP Lender under this Agreement, (iii) expenses payable under the DIP Facility and ordinary course payments for the Borrowers' working capital needs during the CCAA Proceeding, including, post-filing accounts payable in the ordinary course of the Business and Priority Payables, (iv) royalty payments under the Royalty Agreements, and (v) amounts payable under the Benefits Agreement. No proceeds may be used for any other purpose except with the prior written approval of the DIP Lender, acting reasonably.

10. **Assignment by the Borrowers:** The Borrowers shall not be permitted to assign this Agreement without the prior written consent of the DIP Lender.

11. **Evidence of Indebtedness:** The DIP Lender shall maintain a register evidencing Advances and repayments under the DIP Facility and all other amounts owing from time to time hereunder. The DIP Lender register constitutes, in the absence of manifest error, *prima facie* evidence of the Indebtedness of the Borrowers to the DIP Lender pursuant to the DIP Facility.

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12. **Interest**

All amounts owing by the Borrowers hereunder to the DIP Lender on account of the principal, overdue interest and expenses shall bear interest at ■% per annum (the "**Interest Rate**"). To the extent permitted by Law, effective upon the occurrence of and during the continuance of an Event of Default, all amounts owing to the DIP Lender hereunder by the Borrowers on account of principal, overdue interest and expenses shall bear interest at the Interest Rate plus an additional 2% per annum (the Interest Rate, as increased, the "**Default Rate**").

All interest hereunder shall be computed on the basis of a year of 365 or 366 days (as applicable) and shall accrue and be calculated daily and payable in cash, monthly in arrears on the last Business Day of each month (each, an "**Interest Payment Date**"); provided that unless otherwise agreed by the DIP Lender, interest accruing at the Default Rate shall be payable in cash on demand, both before and after demand and judgment.

In the case of an Advance, the first Interest Period shall commence on and include the date of such Advance and shall end on and exclude the next following Interest Payment Date. Thereafter, in the case of such Advance, the Interest Period shall commence on and include the Interest Payment Date and end on and exclude the next Interest Payment Date or the Maturity Date, whichever is earlier.

13. **Other Costs and Expenses:**

The Borrower shall pay all reasonable and documented third-party costs and expenses of the DIP Lender for all due diligence and all reasonable and documented fees, expenses and disbursements of outside counsel in connection with the preparation, negotiation and consummation of this Agreement and the administration of the DIP Facility, including any reasonable and documented third-party costs and expenses incurred by the DIP Lender in connection with the enforcement of any of the rights and remedies available hereunder or under the DIP Security.

14. **Approved Cash Flow:**

Attached hereto as Schedule A is a detailed cash flow projection (the "**Approved Cash Flow**"), which is in form and substance satisfactory to the DIP Lender and which includes provision for payments on account of any interest and expenses which may be payable under the DIP Facility, rent and other occupancy costs, supplier payments, post-filing accounts payable in the ordinary course of the Business, Priority Payables, payments of amounts payable under the Royalty Agreements and the Benefits Agreement, and the costs and expenses associated with the CCAA Proceeding.

The Borrowers, with the assistance of the Monitor, may from time to time present the DIP Lender with a revised budget substantially in the form of the current Approved Cash Flow (the "**Updated Cash Flow**"). Subject to the written approval of the DIP Lender (acting reasonably), the Updated Cash Flow shall thereafter be deemed to be the effective Approved Cash Flow for the purposes hereof.

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15. **Conditions Precedent to the Initial Advance:**

The DIP Lender's obligation to make the Initial Advance hereunder from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent (the "**Initial Advance Conditions**"):

(a) The Court shall have issued the Initial Order in form and substance satisfactory to the DIP Lender, acting reasonably, among other things:

(i) granting the Obligors protection under the CCAA;

(ii) appointing the Monitor;

(iii) authorizing and approving the Initial Advance and approving this Agreement for the purpose of making the Initial Advance; and

(iv) granting the DIP Charge and the priority of the DIP Charge contemplated in this Agreement,

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been filed, unless otherwise agreed by the DIP Lender, in its sole discretion;

(b) All reasonable and documented third-party expenses payable to the DIP Lender hereunder will be paid from the proceeds of the Initial Advance on the date of the Initial Advance; and

(c) No Event of Default shall have occurred and be continuing or will occur as a result of the Initial Advance.

16. **Conditions Precedent to Advances of the Loan Amount (other than the Initial Advance):**

The DIP Lender's agreement to make any additional Advances available from the Loan Amount is subject to, and conditional upon, the satisfaction of all of the following conditions precedent:

(a) The Court shall have issued an Amended and Restated Initial Order (if necessary) in form and substance satisfactory to the DIP Lender, acting reasonably, among other things:

(i) authorizing and approving this Agreement;

(ii) granting the DIP Charge (defined below) and the priority of the DIP Charge contemplated in this Agreement;

(iii) granting a stay of proceedings until a date that is at least **[■ weeks]** after the date of the Initial Order;

and the operation and effect of such order shall not have been stayed, amended, modified, reversed, waived, dismissed or appealed (or any such appeal shall have been dismissed with no further appeal therefrom or the applicable appeal periods shall have expired) and no notices of the foregoing shall have been

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filed, unless otherwise agreed by the DIP Lender, in its sole discretion;

(b) The Amended and Restated Initial Order (if necessary) has not been amended, restated or modified in a manner that materially adversely affects the rights, remedies or interests of the DIP Lender, in its sole discretion, without the prior written consent of the DIP Lender;

(c) The DIP Lender shall have received an Advance Notice in accordance with the terms hereof;

(d) All reasonable and documented third-party expenses payable to the DIP Lender hereunder have been paid or will be paid from the proceeds of the requested Advance on the date of the applicable Advance;

(e) There shall be no Encumbrances on the Collateral ranking in priority to or *pari passu* with the DIP Charge other than as expressly permitted by the terms hereof;

(f) No Default or Event of Default shall have occurred and be continuing or will occur as a result of the requested Advance; and

(g) The Obligors shall be in compliance in all material respects with all covenants and obligations contained in this Agreement.

17. **DIP Charge:** All of the obligations of the Obligors under or in connection with the DIP Facility, including without limitation, all principal, interest, fees and amounts owing in respect of reasonable and documented third-party expenses of the DIP Lender (collectively, the "**DIP Obligations**"), shall be secured by a Court-ordered charge on the Collateral in favour of the DIP Lender (the "**DIP Charge**").

The DIP Charge shall rank ahead of any and all Encumbrances on the Collateral other than the administration charge not exceeding $■, to be granted by the Court and the directors and officers charge not exceeding $■, to be granted by the Court (collectively, the "**Priority Charges**").

18. **DIP Security:** The Guarantors hereby guarantee in favour of the DIP Lender the payment and performance of the DIP Obligations of the Borrowers.

The DIP Lender shall be permitted to request DIP Security (in form and substance reasonably satisfactory to the DIP Lender) from the Obligors at any time. The DIP Security shall continue as a first priority Encumbrance on the Collateral in favour of the DIP Lender subject to subordination only in respect of the Priority Charges and Priority Payables. For greater certainty, the delivery of DIP Security shall not be a condition precedent to the Initial Advance or any other advances of the Loan Amount as set out in Sections 15 and 16.

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19. **Borrowers' Account:** Advances shall be deposited into a bank account to be designated by the Borrowers (the "**Borrowers' Account**") and utilized by the Borrowers in accordance with the terms of this Agreement.

20. **Repayment and Maturity Date:** All DIP Obligations shall be due and payable on the earliest of the occurrence of any of the following:

(a) conversion of the CCAA Proceeding into a proceeding under the *Bankruptcy and Insolvency Act* (Canada);

(b) the occurrence of an Event of Default which is continuing and has not been cured within **[30]** days of the Borrowers receiving written notice of such Event of Default from the DIP Lender and the DIP Lender has notified the Obligors pursuant to Section 28 that it has elected to accelerate all amounts owing; or

(c) the date which is ■ months after the closing of a Restructuring Transaction, or combination of Restructuring Transactions that generated sufficient proceeds to repay the DIP Obligations,

(such earliest date, the "**Maturity Date**").

The DIP Lender's commitment to make Advances under the DIP Facility shall expire on the Maturity Date and all amounts outstanding under the DIP Facility shall be fully repaid no later than the Maturity Date, without the DIP Lender being required to make demand upon the Borrowers or Guarantors or to give notice that the DIP Facility has expired and that the obligations thereunder are due and payable.

21. **Payments:** All payments of principal and expenses hereunder, if applicable, shall be made for value in the full amount due at or before 12:00 noon on the day such amount is due by deposit or transfer thereof to the DIP Lender or as the DIP Lender may direct. Payments received after such time shall be deemed to have been made on the next following Business Day. If any payment is due on a day which is not a Business Day, such payment shall be due on the next following Business Day and interest shall accrue until but excluding the actual date of payment. Each payment to be made by the Borrowers under this Agreement shall be made in full without deduction, set-off or counterclaim of any kind or for any reason. If any expenses incurred by the Borrowers after the date of this Agreement are not paid by the Borrowers, the DIP Lender may, but shall have no duty to do so, pay all such expenses whereupon such amounts shall be added to and form part of the DIP Obligations and shall reduce the availability under the DIP Facility.

22. **Indemnity:** The Obligors agree to indemnify and hold harmless the DIP Lender, solely in its capacity as lender under the DIP Facility and not in any other capacity, and its Affiliates, partners and officers, directors, employees, representatives, advisors, solicitors and agents (collectively, the "**Indemnified Persons**") from and against any and all actions, lawsuits, proceedings (including any investigations or inquiries), claims, losses,

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damages, liabilities or reasonable and documented third-party expenses of any kind or nature whatsoever which may be incurred by any of the Indemnified Persons (collectively, the "**Claims**") as a result of, in connection with or in any way related to the DIP Facility, the priority of the DIP Charge, the proposed or actual use of the proceeds of the DIP Facility or this Agreement; provided, however, that the Obligors shall not be obligated to indemnify pursuant to this paragraph any Indemnified Person against any Claim (a) to the extent it resulted from the gross negligence, wilful misconduct or bad faith of any Indemnified Person as finally determined by a court of competent jurisdiction, or (b) to the extent arising from any dispute solely among Indemnified Persons other than any Claims arising out of any act or omission on the part of the Obligors. The Obligors shall not be responsible or liable to any Indemnified Person or any other person for consequential or punitive damages

23. **Representations and Warranties:** Each Obligor represents and warrants to the DIP Lender, upon which the DIP Lender has relied in entering into this Agreement that:

(a) The transactions contemplated by this Agreement and upon the granting of the Initial Order or Amended and Restated Initial Order:

(i) are within the powers of the Obligor and constitute legal, valid and binding obligations of the Obligor;

(ii) have been duly authorized, executed and delivered by or on behalf of the Obligor; and

(iii) do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) require any consent or approval under, result in a breach or a violation of, or conflict with, any of the terms or provisions of its constating documents or by-laws or any material contracts or instruments to which it is a party or pursuant to which any of its assets or property may be affected;

(b) The Business has been and will continue to be conducted in material compliance with all applicable Laws of each jurisdiction in which the Business has been or is being carried on subject to the provisions of the CCAA and any Court order made after the date of the Initial Order;

(c) Each Obligor has obtained any material Authorizations for the operation of the Business, which Authorizations remain, and after entering into the DIP Facility will remain, in full force and effect. No proceedings have been commenced to revoke or amend any such Authorizations;

(d) Each Obligor does not have any defined benefit pension plans or similar plans and is in material compliance with all applicable Law respecting its employees' employment and all collective bargaining agreements to which it is a party or otherwise bound;

(e) Except as otherwise disclosed to the DIP Lender in writing prior to the date hereof, each Obligor is current on its payment obligations

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for rent and other occupancy costs and expenses in respect of any premises that it leases;

(f) All obligations of each Obligor (including fiduciary, funding, investment and administrative obligations, if any) required to be performed in connection with employee benefit plans of the Obligor have been performed on a timely basis;

(g) Each Obligor has filed all Tax returns which were required to be filed and paid all Taxes (including interest and penalties) which are due and payable; and

(h) All information provided by or on behalf of each Obligor to the DIP Lender for the purposes of or in connection with this Agreement or any transaction contemplated herein is, true and accurate in all material respects on the date as of which such information was provided, not incomplete and does not omit to state any fact necessary to make such information (taken as a whole) not materially misleading at such time, in light of the circumstances under which such information was provided.

24. **Affirmative Covenants:** In addition to all other covenants and obligations contained herein, each Obligor agrees and covenants to perform and do each of the following until the DIP Facility is fully repaid or assigned with the written consent of the DIP Lender:

(a) Submit to the Court the Initial Order, the Amended and Restated Initial Order, and any other Court orders which are being sought by the Obligor in a form confirmed in advance to be satisfactory to the DIP Lender (acting reasonably), subject to any amendments that are required by the Court or the Obligors that are acceptable to the DIP Lender (acting reasonably);

(b) Comply with the provisions of Court orders made in the CCAA Proceeding, including the Initial Order and the Amended and Restated Initial Order;

(c) Allow the DIP Lender, its employees, agents, advisors and representatives access to all information and documentation of the Obligors, as may be reasonably requested by the DIP Lender, during normal business hours, in each case subject to applicable privacy laws and solicitor-client privilege;

(d) Upon the reasonable request of the DIP Lender, provide updates regarding the status of the CCAA Proceeding, including any information which may otherwise be confidential, subject to same being maintained as confidential by the DIP Lender;

(e) Preserve, renew, maintain and keep in full force its corporate existence and its Authorizations required in respect of the Business or any of the Collateral;

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(f) Use all reasonable efforts to keep the DIP Lender apprised on a timely basis of all material developments with respect to the Business and affairs of the Obligors;

(g) Conduct the Business and preserve, protect and maintain the Collateral in the ordinary course of Business;

(h) Maintain in full force all policies and contracts of insurance that are now in effect (or renewals thereof) under which the Obligor, the Business or any of the Collateral is insured;

(i) Except to the extent otherwise agreed by the DIP Lender (acting reasonably), pay all applicable Priority Payables and all other amounts necessary to preserve the Collateral to avoid any Encumbrance thereon and to carry on the business of each Obligor;

(j) Promptly notify the DIP Lender of the occurrence of any Default or Event of Default;

(k) Comply in all material respects with all applicable Laws; and

(l) Pay when due all principal, interest, fees and other amounts payable by the Obligor under this Agreement.

25. **Negative Covenants:** Each Obligor covenants and agrees not to do the following, other than with the prior written consent of the DIP Lender from and after the date hereof:

(a) Make any payment of principal or interest in respect of Indebtedness existing as of the date of the Initial Order or declare or pay any dividends except as contemplated by the Approved Cash Flow;

(b) Except for the DIP Obligations, any Indebtedness secured by the Priority Charges, the Priority Payables, or any other Indebtedness incurred in the ordinary course of business, incur or permit to exist any Indebtedness, or provide or seek or support a motion by another party to provide Indebtedness;

(c) Except for the Priority Charges and the DIP Charge, create, permit to exist any Encumbrance, or provide or seek or support a motion by another party to provide an Encumbrance, upon any of the Collateral;

(d) Make any payments outside the ordinary course of the Business, unless provided for in the Approved Cash Flow;

(e) Make any investments in or loans to or guarantee the Indebtedness or obligations of any other Person or entity;

(f) Change its jurisdiction of incorporation or registered office;

(g) Change its name, fiscal year end or accounting policies or amalgamate, consolidate with, merge into, dissolve or enter into any similar transaction with any other entity;

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(h) Cease to carry on the Business as currently being conducted or materially change its operations or business practices;

(i) Sell, assign, lease, convey or otherwise dispose of any of the Collateral except for sales or disposals in the ordinary course of the Business, or except as may be approved by the Court;

(j) Except as otherwise contemplated in any Court order, establish or make any retention or bonus payments;

(k) Enter into any settlement agreement or agree to any settlement arrangements with any regulatory authority or in connection with any material litigation, arbitration, other investigations, proceedings or disputes or other similar proceedings which are threatened or pending against the Obligor;

(l) Enter into any amalgamation, reorganization, liquidation, dissolution, winding-up, merger or other transaction or series of transactions whereby, directly or indirectly, all or any significant portion of the undertaking, property or assets of any Obligor would become the property of any other Person or Persons; and

(m) Amend or seek to amend the Initial Order, or the Amended and Restated Initial Order, except to amend and restate the Initial Order as may be permitted by this Agreement.

26. **Sales and Investment Solicitation Process:** The Borrowers and the DIP Lender agree that the Borrowers (in consultation with the Monitor) shall pursue a sales and investment solicitation process (the "**SISP**") approved pursuant to a Court order in respect of potential Restructuring Transactions and the SISP shall include the following milestones:

(a) the deadline for the commencement of the SISP will be no later than six months after the issuance of the Initial Order; and

(b) the final deadline for the closing of a transaction resulting from the SISP will be no later than 24 months after the commencement of the SISP,

provided that the Borrowers may extend each of the foregoing dates in accordance with the Court order approving the SISP.

27. **Events of Default:** The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") under this Agreement:

(a) Any Court order is issued, dismissed, stayed, reversed, vacated, amended or restated and such issuance, dismissal, stay, reversal, vacating, amendment or restatement adversely affects or would reasonably be expected to adversely affect the interest of the DIP Lender in a material manner, unless the DIP Lender has given its prior written consent thereto, including the issuance of a Court order:

(i) appointing a receiver and manager, receiver, interim receiver or similar official in respect of an Obligor;

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(ii) terminating, lifting or amending the stay imposed within the CCAA Proceeding in a manner which, in the opinion of the DIP Lender, acting reasonably, is materially prejudicial to the DIP Lender;

(iii) granting any other claim or Encumbrance of equal or priority status to that of the DIP Charge, other than the Priority Charges or the Priority Payables; or

(iv) staying, reversing, vacating or otherwise modifying this Agreement or prejudicially affecting the DIP Lender or the Collateral;

(b) Failure of an Obligor to diligently oppose any party that brings an application or motion for any of the relief set out in subsection 27(a) above and/or the failure to secure the dismissal of such motion or application within 30 days from the date that such application or motion is brought (provided no affirmative Court order is issued on such motion or application during such period);

(c) The CCAA Proceeding is terminated or converted to bankruptcy proceedings;

(d) Failure of an Obligor to pay any amounts when due and owing hereunder;

(e) The Obligor ceases to carry on or maintain the Business or its assets in the ordinary course of the Business in compliance with the covenants contained in this Agreement, except where such cessation is otherwise consented to in advance in writing by the DIP Lender;

(f) Any representation or warranty made or given hereunder by any Obligor shall be incorrect or misleading in any material respect when made;

(g) Any material violation or breach of any court order by an Obligor;

(h) Failure of an Obligor to perform or comply with any term or covenant of this Agreement, including the failure to achieve the SISP milestones in accordance with section 26;

(i) Any proceeding, motion or application is commenced or filed by the Obligors, or if commenced by another party, supported or otherwise consented to by the Obligors, seeking the invalidation, subordination or other challenging of the terms of the DIP Facility, the DIP Lender's Charge, or this Agreement;

(j) If an Obligor makes any material payments of any kind not permitted by this Agreement, the Approved Cash Flow or any order of the Court; or

(k) Any plan is filed or sanctioned by the Court in a form and in substance that is not acceptable to the DIP Lender if such plan does not either provide for the repayment of the obligations under

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the DIP Facility in full by the Maturity Date, or designate the DIP Lender as unaffected by such plan.

28. **Remedies:** Upon the occurrence and continuance of an Event of Default which has not been cured by the Borrowers within 30 days of receiving written notice of such Event of Default by the DIP Lender, the DIP Lender may in its discretion, elect on prior written notice to the Borrowers and the Monitor to:

(a) set-off, consolidate or accelerate all amounts outstanding under the DIP Facility and declare such amounts to be immediately due and payable;

(b) terminate the DIP Facility;

(c) apply for a Court order, on terms satisfactory to the Monitor and the DIP Lender, providing the Monitor with the power, in the name of and on behalf of the Borrowers, to take all necessary steps in the CCAA Proceeding to realize on the Collateral;

(d) exercise the powers and rights of a secured party; and

(e) exercise all such other rights and remedies available to the DIP Lender hereunder, or pursuant to the Initial Order and applicable Law.

29. **Taxes:** All payments by an Obligor under this Agreement, including any payments required to be made from and after the exercise of any remedies available to the DIP Lender upon the occurrence and continuance of an Event of Default, shall be made free and clear of, without reduction for or on account of, any present or future Taxes; provided, however, that if any Taxes are required by applicable Law to be withheld ("**Withholding Taxes**") from any amount payable to the DIP Lender under this Agreement, the amounts so payable to the DIP Lender shall be increased to the extent necessary to yield to the DIP Lender on a net basis after payment of all Withholding Taxes, the amount payable hereunder at the rate or in the amount specified hereunder and the Obligors shall provide evidence satisfactory to the DIP Lender that the Taxes have been so withheld and remitted.

30. **Termination by Borrowers** The Borrowers shall be entitled to terminate this Agreement upon notice to the DIP Lender: (a) in the event that the DIP Lender has failed to fund any Advance when required to do so under this Term Sheet, or (b) at any time following the payment in full in immediately available funds of all of the outstanding DIP Obligations. Effective immediately upon such termination, all obligations of the Obligors and the DIP Lender under this Agreement shall cease, except for those obligations that explicitly survive termination. For greater certainty, all outstanding DIP Obligations in respect of all Advances funded prior to such termination shall become immediately due and payable concurrently with such termination and the

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DIP Lender shall not be required to make any further extensions of credit under this Agreement.

31. **Further Assurances:** The Obligors shall, at their own expense, from time to time do, execute and deliver or will cause to be done, executed and delivered, all such further acts, documents (including, without limitation, certificates, declarations, affidavits, reports and opinions) as the DIP Lender may reasonably request for the purpose of giving effect to this Agreement.

32. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties related to the subject matter hereof. To the extent there is any inconsistency between this Agreement and any other documents entered into in connection herewith, this Agreement shall prevail.

33. **Amendments and Waivers:** No waiver or delay on the part of the DIP Lender in exercising any right or privilege hereunder will operate as a waiver hereof or thereof unless made in writing and delivered in accordance with the terms of this Agreement.

This Agreement may not be amended or waived except by an instrument in writing signed by each of the Obligors and the DIP Lender.

34. **Severability:** Any provision in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or effecting the validity of enforceability of such provision in any other jurisdiction.

35. **No Third Party Beneficiary:** No Person, other than the Obligors and the DIP Lender are entitled to rely upon this Agreement and the parties expressly agree that this Agreement does not confer rights upon any party not a signatory hereto.

36. **Counterparts and Facsimile Signatures:** This Agreement may be executed in any number of counterparts delivered by e-mail, including in PDF format, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same instrument. Any party may execute this Agreement by signing any counterpart of it.

37. **Assignment:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

38. **Notices:** Any notice, request or other communication hereunder to any of the parties shall be in writing and be well and sufficiently given if delivered personally or sent by electronic mail to the attention of the Person as set forth below:

in the case of a notice to the Obligors at:

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c/o Baffinland Iron Mines Corporation
360 Oakville Place Dr., Suite 300
Oakville, Ontario L6H 6K8

Attention: **[Mark O'Brien]**
Email: **[mark.obrien@baffinland.com]**

with a copy (which shall not constitute notice) to:

Davies Ward Phillips & Vineberg LLP
155 Wellington St. W.
Toronto, ON M5V 3J7
Attention: Natalie Renner and Rob Nicholls
Email: nrenner@dwpv.com and rnicholls@dwpv.com

in the case of a notice to the DIP Lender at:

■

Attention: ■
Email: ■

In either case, with a copy to the Monitor:

FTI Consulting Canada Inc.

Attention: Jeffrey Rosenberg
Email: Jeffrey.rosenberg@fticonsulting.com

With a copy to, which shall not constitute notice:

Osler, Hoskin & Harcourt LLP
First Canadian Place, 100 King St. W. #6200
Toronto, ON M5H 1H1

Attention: Marc Wasserman and Michael De Lellis
Email: mwasserman@osler.com and mdelellis@osler.com

Any notice delivered or transmitted to a Person as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day then the notice shall be deemed to have been given and received on the next Business Day.

39. **Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed in accordance with, the Laws of the Province of Ontario and the federal Laws of Canada applicable therein.

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40. **Definitions:** For the purposes of this Agreement, unless context otherwise requires, the following terms have the respective meanings set out below, and grammatical variations of such terms have corresponding meanings:

"**Advance**" has the meaning given to that term in Section 8;

"**Advance Notice**" has the meaning given to that term in Section 8;

"**Affiliate**" of any Person means, at the time such determination is being made, any other Person controlling, controlled by or under common control with such first Person, where "control" means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through the ownership of voting securities or otherwise;

"**Agreement**" means this Agreement, including all Schedules, as it may be modified, amended, revised, restated, replaced, supplemented or otherwise changed from time to time and at any time hereafter;

"**Amended and Restated Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the DIP Lender (acting reasonably) and obtained on application made on notice to, such Persons as the DIP Lender and Obligors determine, acting reasonably, among other things, amending and restating the Initial Order, approving the DIP Facility, granting the DIP Charge and granting the Obligors an extension of the stay of proceedings;

"**Approved Cash Flow**" has the meaning given to that term in Section 14;

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority related to the Collateral or the Business;

"**Benefits Agreement**" means the impact benefits agreement between BIM Corp. and the Qikiqtani Inuit Association dated September 6, 2013, as amended on October 22, 2018, and as may be further amended, supplemented or amended and restated from time to time;

"**Borrowers**" has the meaning given to that term in the recitals;

"**Borrowers' Account**" has the meaning given to that term in Section 19;

"**Business**" means the business of iron ore mining at the Mary River Mine on Baffin Island in Nunavut, Canada.

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;

"**CCAA**" has the meaning given to that term in the recitals;

"**CCAA Proceeding**" has the meaning given to that term in the recitals;

"**Collateral**" means all now-owned and hereafter-acquired assets and property of the Obligors, real and personal, tangible or intangible and all proceeds therefrom, including the Borrowers' Account and all assets used in the Business;

"**Court**" has the meaning given to that term in the recitals;

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"**Default**" means the occurrence or existence of any event, fact or circumstances, that with the giving of notice, passage of time, or both, would constitute an Event of Default;

"**Default Rate**" has the meaning given to that term in Section 12;

"**DIP Charge**" has the meaning given to that term in Section 17;

"**DIP Facility**" has the meaning given to that term in Section 7;

"**DIP Obligations**" has the meaning given to that term in Section 17;

"**DIP Security**" means security documents granted by the Obligors providing for a security interest in the Collateral and related personal property security registrations made in favour of the DIP Lender in connection with such security interest together with such confirmations, financing statements, renewals, amendments, discharges, insurance endorsements, opinions or other documents as may be reasonably requested by the DIP Lender as security for the DIP Obligations;

"**Encumbrances**" means any hypothec, encumbrance, lien, charge, pledge, deposit arrangement, mortgage, title retention agreement, trust, deemed trust, security interest of any nature, easement, encroachment, servitude, restriction on use, right of occupation, any matter capable of registration against title, option, right of first offer or refusal or similar right, restriction on voting (in the case of any voting or equity interest), right of pre-emption or privilege, or any other arrangement or condition that in substance or effect secures payment or performance of an obligation, or any contract to create any of the foregoing;

"**Event of Default**" has the meaning given to that term in Section 27;

"**Governmental Authority**" means any government, regulatory authority, governmental department, agency, commission, bureau, official, minister, court, body, board, tribunal or dispute settlement panel or other law or regulation-making organization or entity: (a) having or purporting to have jurisdiction on behalf of any nation, province, territory, state or other geographic or political subdivision thereof; or (b) exercising, or entitled or purporting to exercise, any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

"**Hedging Obligations**" means, with respect to any Person, the net payment obligations of such Person outstanding under (a) interest rate or currency swap agreements, interest rate or currency cap, collar or floor agreements and (b) any other agreements or arrangements entered into in order to protect such Person against fluctuations in commodity prices, interest rates or currency exchange rates;

"**Indebtedness**" of any Person means, at any date, without duplication, (a) all obligations of such Person for borrowed money, including by way of overdraft and drafts or orders accepted as representing extensions of credit, (b) all obligations of such Person evidenced by bonds, debentures, the face amount of all letters of credit, letters of guarantee and similar instruments, notes or other similar instruments, (c) all indebtedness, liabilities and obligations secured by an Encumbrance on any asset of

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such Person, whether or not the same is otherwise indebtedness, liabilities or obligations of such Person, (d) all indebtedness, liabilities and obligations of others which is, directly or indirectly, guaranteed by such Person or which such Person has agreed (contingently or otherwise) to purchase or otherwise acquire, (e) all indebtedness, liabilities and obligations in respect of financial instruments which are classified as a liability on the balance sheet of such Person, and (f) all obligations of such Person to otherwise assure a creditor against loss (for certainty, Hedging Obligations incurred by an Obligor in the ordinary course shall not be considered Indebtedness for purposes of this Agreement);

"**Indemnified Persons**" has the meaning given to that term in Section 22;

"**Initial Advance**" has the meaning given to that term in Section 8;

"**Initial Advance Conditions**" has the meaning given to that term in Section 15;

"**Initial Order**" means an order, or orders, of the Court, in form and substance satisfactory to the DIP Lender and obtained on application made on notice to, such Persons as the DIP Lender and Obligors determine, acting reasonably, among other things, granting the Obligors protection under the CCAA, appointing the Monitor, approving the DIP Facility, granting the DIP Charge and approving the Initial Advance;

"**Interest Payment Date**" has the meaning given to that term in Section 14;

"**Interest Period**" has the meaning given to that term in Section 7;

"**Interest Rate**" has the meaning given to that term in Section 12;

"**Law**" means any federal, provincial, county, territorial, district, municipal, local or foreign, statute, ordinance, regulation, by-law, rule, code, treaty or rule of common law or otherwise of, or any order, judgment, injunction, decree or similar authority enacted, issued, promulgated, enforced or entered by, any Governmental Authority;

"**Loan Amount**" has the meaning given to that term in Section 7;

"**Maturity Date**" has the meaning given to that term in Section 20;

"**Monitor**" means FTI Consulting Canada Inc., as the court-appointed monitor of the Borrowers and Nunavut Iron Ore Mines, Inc.;

"**Obligors**" has the meaning given to that term in Section 5;

"**Person**" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires, any of the foregoing when they are acting as trustee;

"**Priority Charges**" has the meaning given to that term in Section 17;

"**Priority Payables**" means HST, all sales Tax and any amount payable or accrued by a Borrower which is secured by an Encumbrance which ranks or is capable of ranking prior to or *pari passu* with the

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Encumbrances created in connection with the DIP Charge (other than the Priority Charges) including amounts accrued or owing for wages, vacation pay, termination pay (only where it is a priority payable), employee deductions, construction trusts or construction liens, and other statutory or other claims that have or may have priority over, or rank *pari passu* with, the Encumbrances created in connection with the DIP Charge;

"**Restructuring Transaction**" means any restructuring, financing, refinancing, recapitalization, sale, liquidation, workout, plan or other material transaction of, or in respect of, the Obligors, or any of them, or all or a material portion of their Business, assets or obligations;

"**Royalty Agreements**" means, collectively, (i) the royalty agreement entered into among **[Baffin LP]**, 15877580 Canada Inc., ArcelorMittal Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc. dated March 25, 2024 and (ii) the royalty agreement entered into among **[Baffin LP]**, 16572367 Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc.;

"**Tax**" and "**Taxes**" means any taxes, duties, fees, premiums and assessments imposed by any Governmental Authority, including all interest, penalties, fines or additions to tax imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, excise, withholding, business, franchising, property, development, occupancy, payroll, health, social services, education, employment and all social security taxes, all surtaxes, all customs, duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, and other government pension plan premiums or contributions;

"**Updated Cash Flow**" has the meaning given to that term in Section 14; and

"**Withholding Taxes**" has the meaning given to that term in Section 29.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have causes this Agreement to be executed by their duly authorized representatives as of the date first written above.

DIP LENDER:

■

by _____

BORROWERS:

BAFFINLAND IRON MINES CORPORATION

by _____

BAFFINLAND IRON MINES LP, **by its general partner, BAFFINLAND IRON MINES CORPORATION**

by _____

GUARANTORS:

NUNAVUT IRON ORE, INC.

by _____

12334992 CANADA INC.

by _____

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SCHEDULE A

APPROVED CASH FLOW

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EXHIBIT "G"
referred to in the Affidavit of
DAVID NICOLL
Sworn June 14, 2026

DocuSigned by:

36124C4218DD47C...

Commissioner for Taking Affidavits

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From: Maria Konyukhova <mkonyukhova@stikeman.com>
Sent: May 8, 2026 6:58 AM
To: Renner, Natalie <nrenner@dwpv.com>; Schwill, Robin <rschwill@dwpv.com>
Cc: Logan Copen <lcopen@stikeman.com>; Jennifer Legge <jlegge@stikeman.com>
Subject: BIM DIP

External Email / Courriel externe

Hi Robin and Natalie.

As you know, we are counsel for Oaktree Capital Management, L.P. ("**Oaktree**") and Hartree Partners, LP ("**Hartree**") under certain existing senior credit facility dated as of May 26, 2017 as amended from time to time, and most recently amended pursuant to the sixth amendment dated November 24, 2025, whereby Oaktree and Hartree have

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extended certain loans and provided commitments for letters of credit to or on behalf of Baffinland Iron Mines Corporation and Baffinland Iron Mines LP (collectively, "**BIM**").

I am writing in connection with our proposal to provide DIP financing to BIM in any potential restructuring proceeding it may undertake. I am attaching our proposed DIP term sheet together with a blackline to the version that was provided to Oaktree and Hartree.

We would like to note that the proposed DIP term sheet remains subject to review and revision upon receipt and review of BIM's proposed DIP budget. We also note that our clients were expecting to receive a version of the DIP budget on Monday and have not received same yet.

Our clients are also growing increasingly concerned about the significant vulnerability BIM is exposing itself and its stakeholders to as the shipping season approaches and BIM has not secured funding to fund its operations and has failed to secure its fuel supply arrangements.

To that end, please confirm BIM will be delivering the draft DIP budget to our clients today and soliciting DIP proposals next week.

We would be pleased to schedule a call to discuss our proposed DIP terms and our clients' concerns outlined above.

Maria Konyukhova

Direct: +1 416 869 5230
Mobile: +1 416 319 1632
Email: mkonyukhova@stikeman.com

Follow us: LinkedIn / X / stikeman.com

Stikeman Elliott LLP Barristers & Solicitors

199 Bay Street, Suite 5300, Commerce Court West, Toronto, ON M5L 1B9 Canada

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EXHIBIT "H"
referred to in the Affidavit of
DAVID NICOLL
Sworn June 14, 2026

DocuSigned by:

36124C4218DD47C...

Commissioner for Taking Affidavits

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From: Potolsky, Scott
To: Maria Konyukhova; Philip Yang
Subject: FW: Baffinland Lender Update DRAFT
Date: Saturday, June 13, 2026 12:12:39 PM
Attachments: 2026.05.08 Baffinland 13-Week Cash Flow Lender Update DRAFT.pdf
2026.05.08 BIM Cash Flow Report DRAFT.xlsx

Scott Potolsky
Mobile: +1 (201) 638-2502
spotolsky@hartreepartners.com

From: Fennema, Nate <Nate.Fennema@fticonsulting.com>
Sent: Friday, May 8, 2026 10:40 PM
To: Potolsky, Scott <spotolsky@hartreepartners.com>
Cc: Rosenberg, Jeffrey <Jeffrey.Rosenberg@fticonsulting.com>
Subject: Baffinland Lender Update DRAFT

External Email: This Message originated outside of the Hartree organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott, please find attached the updated DIP Model together with a short presentation on the changes from the previous version provided on March 17, 2026.

The Operator advises:

1. The Dip Budget Is prepared on a conservative set of operating assumptions with respect to iron ore prices, freight rates, and fuel costs. This is a significant variance to previous models and is related to the unstable current macro market environment.
2. This DIP budget has significant spending for the Steensby expansion, exploration, and sustaining capital expenditures to support optimal assets utilization at site.
3. This spending is critical to support a value maximizing bid for the company and to ensure the Indigenous consent remains intact throughout the CCAA process. It is also highly efficient to use waste rock to start building basic infrastructure, rather than throwing it away in the waste rock dump; and to prepare basic infrastructure at the Steensby site – which otherwise would delay any expansion by years. Every element of this spending is a “no-regrets” expenditure – in other words, every prospective investor would have to and would want to spend this money. Not doing it would also risk leaving full authorizations to construct open to challenge from detractors – a risk that would destroy value for everyone.
4. The DIP Budget has spending for fuel and parts and supplies that normally would be on consignment or off-balance sheet. This will provide offsetting benefits next year in terms of lower costs of production and would cycle back or would go back to consignment once the company has stabilized within the CCAA process.
5. The DIP Budget does not have lower overhead spending. This is largely because necessary staff reductions have not been undertaken given restructuring costs etc.

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Please let us know if you have any questions or would like to discuss with the Operator and/or Company, we are happy to facilitate a call as requested.

Best,

Nate Fennema
Managing Director

FTI Consulting

+1.416.649.8042 T | +1.437.777.7405 M
nate.fennema@fticonsulting.com

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Baffinland Lender Update

May 8, 2026

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Disclaimer

Disclaimer

This presentation has been prepared by **Baffinland Iron Mines Corporation** ("**BIM**", or the "**Company**"). It does not purport to contain all the information that a prospective investor may require in connection with any potential investment in the Company. You should not treat the contents of this presentation, or any information provided in connection with it, as financial advice, financial product advice or advice relating to legal, taxation or investment matters.

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Nothing in this presentation should be construed as either an offer to sell or a solicitation of an offer to buy or sell securities. It does not include all available information and should not be used in isolation as a basis to invest in the Company.

Future Matters

This presentation contains reference to certain intentions, expectations, future plans, strategy and prospects of the Company.

Those intentions, expectations, future plans, strategy and prospects may or may not be achieved. They are based on certain assumptions, which may not be met or on which views may differ and may be affected by known and unknown risks. The performance and operations of the Company may be influenced by a number of factors, many of which are outside the control of the Company. No representation or warranty, express or implied, is made by the Company, or any of its directors, officers, employees, advisors (including FTI Consulting Canada Inc.) or agents that any intentions, expectations or plans will be achieved either totally or partially or that any particular rate of return will be achieved.

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Executive Summary

Purpose of this Report

This report has been prepared to facilitate discussions regarding strategic alternatives for Baffinland Iron Mines Corporation ("**BIM**", or the "**Company**"). BIM is currently operating with limited liquidity.

BIM previously circulated a report (the "**March 17 Report**") at the request of certain of the Company's lenders which outlined the expected liquidity profile under which the Company would continue to pursue a recapitalization plan (the "**Base Case Forecast**") as well as the Company's expected liquidity profile in the scenario where a CCAA filing would be necessary (the "**March 17 Forecast**"). The March 17 Forecast assumed the Company filed for CCAA protection in April 2026.

Subsequent to the circulation of the March 17 Report, the Company entered into two waivers with Oaktree / Hartree to extend the time available to pursue the Company's recapitalization plan, and thereby defer the need for a CCAA filing. At the request of its lenders, the Company has prepared a revised cash flow forecast where a CCAA filing is necessary (the "**CCAA Forecast**"). The assumed date for a CCAA filing is now on or about May 15, 2026. On filing for CCAA, the Company expects to obtain debtor-in-possession ("**DIP**") financing to allow BIM to operate largely in the normal course within the CCAA Proceedings and to avoid any disruptions to the 2026 shipping season.

The CCAA Forecast includes significant spending to support the Steensby expansion, exploration, and sustaining capital expenditures to support asset utilization at site. The Company's operator (the "**Operator**") believes this spending is critical in order to support a value maximizing bid for the company and to ensure Indigenous consent remains intact throughout the CCAA process. The Operator also notes it is efficient to use waste rock (which would otherwise be sent to a dump) to build Steensby expansion basic infrastructure. The Operator highlights that not building this basic infrastructure would also risk leaving full authorizations to construct open to challenge from detractors.

The CCAA Proceedings are expected to continue through the end of 2027 while a recapitalization plan is developed and finalized by all stakeholders, under supervision of the CCAA Court.

The following presentation outlines the key outputs and assumptions from the CCAA Forecast, as well as a description of the changes from the March 17 Forecast. The CCAA Forecast is presented on a conservative set of operating assumptions with respect to iron ore prices, freight rates, and fuel costs. This is a significant negative variance with respect to other models provided by the Company and is strictly related to the state of the macro market environment. The CCAA Forecast has the same two goal post scenarios (i.e. with and without the existing off-take agreement) as presented in the March 17 Forecast.

The CCAA Forecast has been prepared based on the Company's 2026 operating plan (the "**Plan**"), adjusted to reflect the scenarios outlined above. The Forecast is for illustrative purposes and is not intended to be used for investment analysis. The Forecast is a prediction of future events which may or may not occur and therefore the figures are likely to change materially even if all assumptions are correct.

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CCAA Forecast Summary and Bridge from the March 17 Forecast

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CCAA Forecast

Baffinland Iron Mines Corporation
Background for the CCAA Forecast
May 8, 2026

At the request of the Lenders, the Company has prepared a revised cash flow forecast in the case where a CCAA filing becomes necessary, on or about May 15, 2026. In the CCAA Forecast, the Company expects to obtain DIP financing to allow BIM to operate largely in the normal course within the CCAA Proceedings, to avoid missing the critical 2026 shipping season and avoid delaying the Steensby Project. The CCAA Proceedings are expected to continue through the end of 2027 while a recapitalization plan is developed and finalized by all stakeholders, under supervision of the CCAA Court.

The CCAA Forecast includes the same two scenarios as the March 17 Report:
1. International Resource Holdings Global Trading ("**IRH**") continues to purchase BIM off-take production in the normal course; and
2. IRH discontinues purchases of off-take material.

The difference between scenario 1 and scenario 2 is the inclusion / exclusion of IRH financing payments (i.e. all other assumptions generally remain consistent).

The second goal post scenario (scenario 2) is presented to outline the most conservative scenario, which assumes IRH discontinues its off-take agreement, IRH funding ceases and no replacement financing is obtained in 2026, and a new off-take agreement is not in place until 2027. Should the off-take agreement fall away, the company would work expediently to replace the off-take agreement or sell directly to end customers to mitigate the negative liquidity consequences of the stoppage of IRH payments. This would likely result in delays to collections relative to the scenario where there is no interruption to the current IRH off-take agreement.

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Summary of key outputs from the CCAA Forecast

Summary of Key Outputs from the CCAA Forecast						
Figures in USD $ millions	*Scenario 1*			*Scenario 2*		
Description	**13 Weeks**	**May 2026 - Dec 2026**	**May 2026 - Dec 2027**	**13 Weeks**	**May 2026 - Dec 2026**	**May 2026 - Dec 2027**

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Bridge from the March 17 Forecast

Baffinland Iron Mines
CCAA Forecast Bridge from the March 17 Forecast
May 8, 2026

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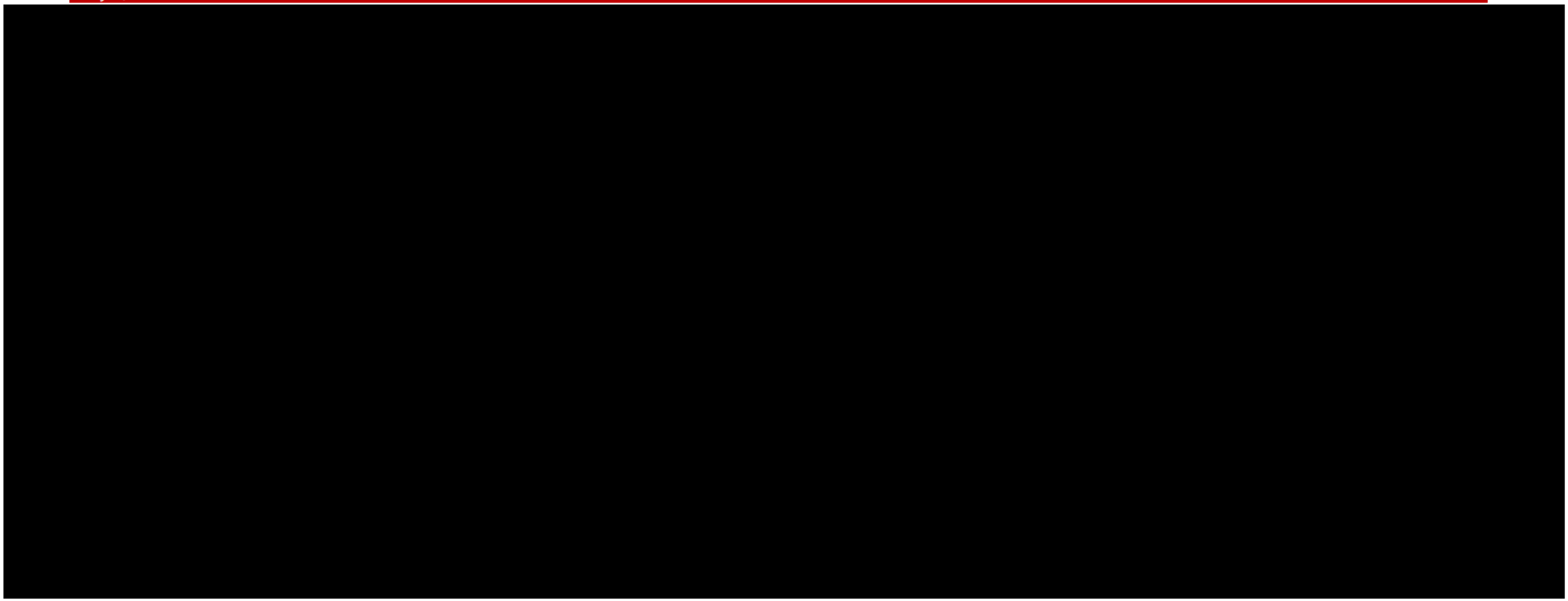
Notes to the CCAA Forecast Bridge

Baffinland Iron Mines
Notes to the CCAA Forecast Bridge
May 8, 2026



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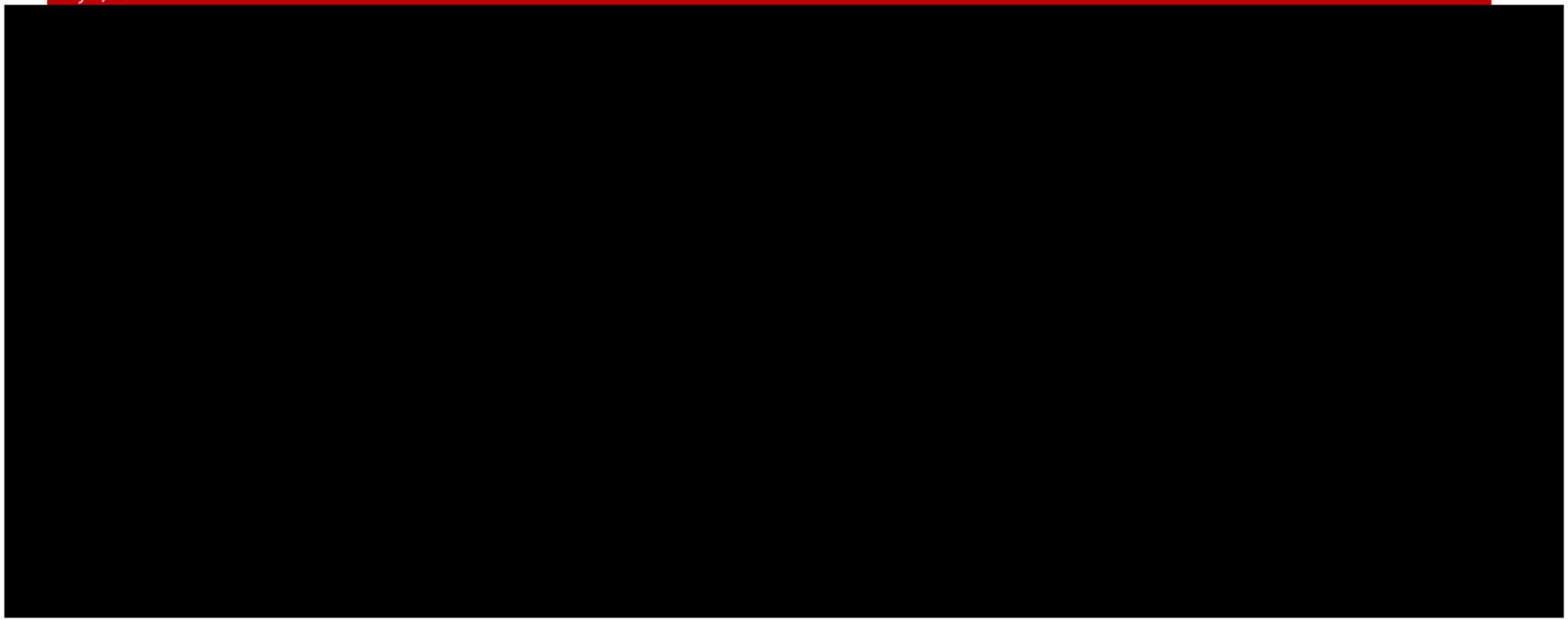
Notes to the CCAA Forecast Bridge

Baffinland Iron Mines
Notes to the CCAA Forecast Bridge
May 8, 2026



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Notes to the CCAA Forecast Bridge

Baffinland Iron Mines
Notes to the CCAA Forecast Bridge
May 8, 2026

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CCAA Forecast and Assumptions

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CCAA Cash Flow Forecast – Scenario 1

Baffinland Iron Mine - Cash Flow Forecast
As of May 8, 2026

Figures USD $ millions

		CCAA Filing													
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Total	Total	Total
Week ending	5/8/2026	5/15/2026	5/22/2026	5/29/2026	6/5/2026	6/12/2026	6/19/2026	6/26/2026	7/3/2026	7/10/2026	7/17/2026	7/24/2026	7/31/2026	13-week	May '26 - Dec '26	May '26 - Dec '27
[redacted]																

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CCAA Cash Flow Forecast – Scenario 2

Baffinland Iron Mine - Cash Flow Forecast
As of May 8, 2026

Figures USD $ millions

		CCAA Filing													
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Total	Total May '26 - Dec '26	Total May '26 - Dec '27
Week ending	5/8/2026	5/15/2026	5/22/2026	5/29/2026	6/5/2026	6/12/2026	6/19/2026	6/26/2026	7/3/2026	7/10/2026	7/17/2026	7/24/2026	7/31/2026	13-week		
[redacted]																

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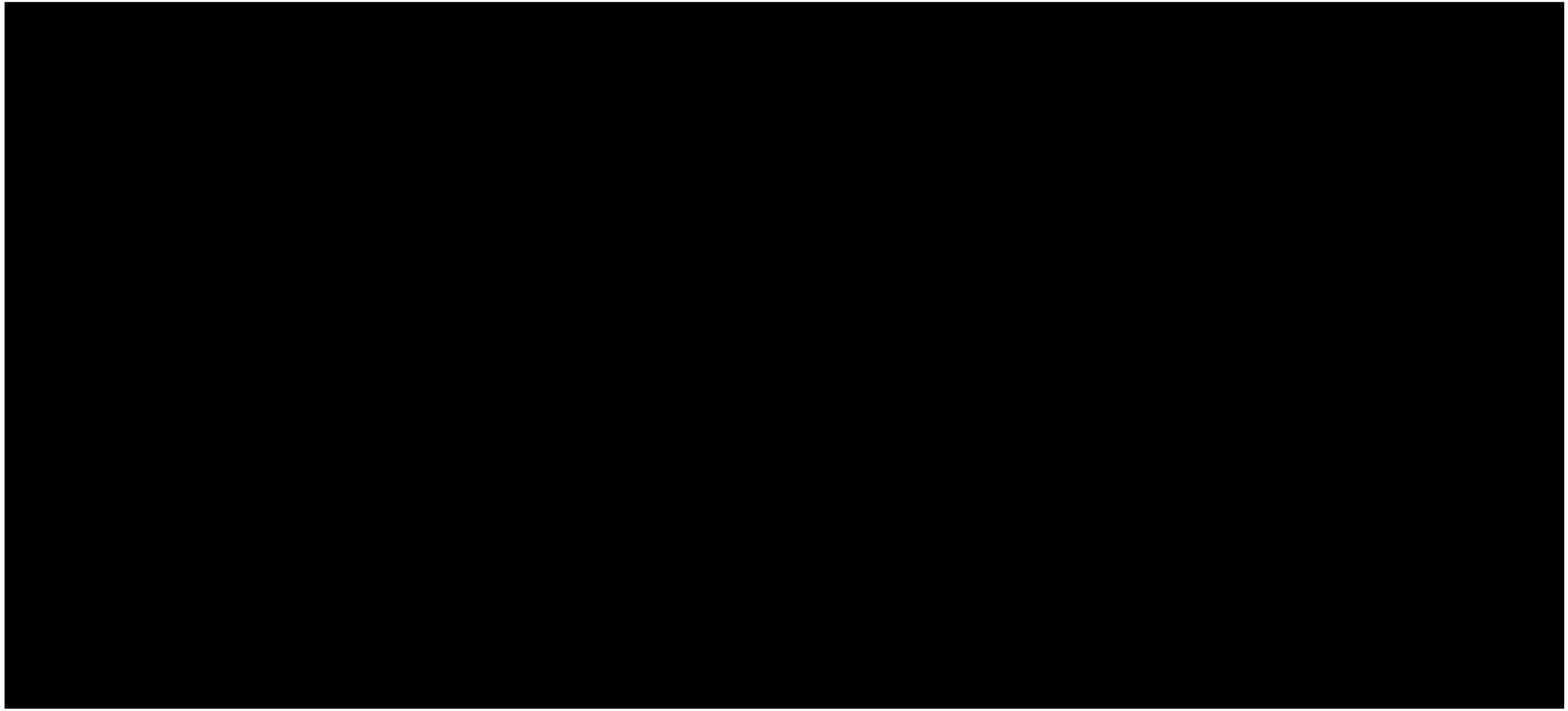
CCAA Forecast Assumptions

Baffinland Iron Mines Corporation
Assumptions to the CCAA Forecast
May 8, 2026



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CCAA Forecast Assumptions

Baffinland Iron Mines Corporation
Assumptions to the CCAA Forecast
May 8, 2026

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EXHIBIT "I"
referred to in the Affidavit of
DAVID NICOLL
Sworn June 14, 2026

DocuSigned by:

36124C4218DD47C...

Commissioner for Taking Affidavits

Docusign Envelope ID: D0015138-6A87-8689-8114-EA72B5026C4A

From: Rosenberg, Jeffrey
To: Maria Konyukhova; Philip Yang; idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com; nethridge@akingump.com; rjacobs@cassels.com; mwunder@cassels.com; Logan Copen; Brian Bolin (bbolin@paulweiss.com); jgraham@paulweiss.com
Cc: Project Canary; Watson, Greg
Subject: RE: Project Canary - Confidential - DIP Term Sheet - OTHT AGH
Date: Saturday, May 30, 2026 2:00:39 PM

Maria with respect to:

1. Our understanding, all amounts with respect to sealift are non-discretionary. We would need to verify with the Company with respect to timing in capex.
2. Our understanding that claims, work in process and permits will be lost without exploration spend. Getting into granular details would require further direct company input.
3. Our understanding is the cost from the 13-week cash flow came from the mine plan. Getting into granular details would require further direct company input.

Thank you, Jeff

From: Maria Konyukhova <mkonyukhova@stikeman.com>
Sent: Saturday, May 30, 2026 11:45 AM
To: Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>; Philip Yang <pyang@stikeman.com>; idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com; nethridge@akingump.com; rjacobs@cassels.com; mwunder@cassels.com; Logan Copen <lcopen@stikeman.com>; Brian Bolin (bbolin@paulweiss.com) <bbolin@paulweiss.com>; jgraham@paulweiss.com
Cc: Project Canary <projectcanary@osler.com>; Watson, Greg <greg.watson@fticonsulting.com>
Subject: [EXTERNAL] RE: Project Canary - Confidential - DIP Term Sheet - OTHT AGH

Just to the Monitor team and requested not to be shared with the Company and its advisors at this time.

Thank you for the below, Jeff. As we are trying to understand the numbers and Company asks in real time, our clients had some additional clarification questions:

1. What is included in the 13-week cashflow on discretionary spending in capex plus sea lift.
2. Please provide additional details on how $10m in exploration costs will preserve exploration potential. Are claims, work in progress, or permits lost?
3. Please confirm the mine plan envisioned and how that relates to point 1. We understand pursuing certain Steensby related activities brings forward higher stripping ratios which can be avoided in the short term (next 1 year) while not condemning Steensby or resource. This leads to at least $5/t ($20m+) in marginal costs. Is this activity related to discretionary or required spend?

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Thank you.

Maria Konyukhova

Direct: +1 416 869 5230
Mobile: +1 416 319 1632
Email: mkonyukhova@stikeman.com

From: Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>
Sent: Friday, May 29, 2026 9:57 PM
To: Renner, Natalie <nrenner@dwpv.com>; Philip Yang <pyang@stikeman.com>; idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com; nethridge@akingump.com; rjacobs@cassels.com; mwunder@cassels.com; Maria Konyukhova <mkonyukhova@stikeman.com>; Logan Copen <lcopen@stikeman.com>; Brian Bolin (bbolin@paulweiss.com) <bbolin@paulweiss.com>; jgraham@paulweiss.com
Cc: Project Canary <projectcanary@osler.com>; Watson, Greg <greg.watson@fticonsulting.com>; Renner, Natalie <nrenner@dwpv.com>; Cutler, Steven <SCutler@dwpv.com>; Hyman, Scott <SHyman@dwpv.com>; Nicholls, Robert <rnicholls@dwpv.com>
Subject: RE: Project Canary - Confidential - DIP Term Sheet - OTHT AGH

The Monitor has participated in discussions with the parties that have provided DIP Term Sheets in the DIP Solicitation Process.

As part of those discussions, potential DIP Lenders have inquired about certain amounts related to Steensby Project Costs and Exploration Costs in the DIP Budget provided by the company and whether they should be considered “required” or “discretionary”.

The Monitor’s view on these topics is as follows:

1. With respect to Steensby Project Costs totaling $78 million:
    a. $20 million in the DIP Budget is necessary spend to preserve the Steensby option for the company; and
    b. $58 million in the DIP Budget is discretionary and has been included to preserve the strategic option of moving forward with Steensby in accordance with current plans.
2. With respect to Exploration Costs totaling $15 million:
    a. $10 million in the DIP Budget is necessary spend to preserve the company’s exploration opportunities and not to lose such opportunities.
    b. $5 million in the DIP Budget is discretionary and has been included to preserve the strategic options of moving forward with exploration plans in accordance with current timelines.

Having provided the Monitor’s view as set out above, the company has advised that its preferred course of action is to spend the amounts included in the DIP Budget in order to continue its operational plans for the mine. However, the company has also advised that it can reduce up to $17M in Steensby Project Costs and $5M in Exploration Costs if the potential DIP Lenders have reservations concerning the amounts set out in the DIP Budget.

Docusign Envelope ID: D0015138-6A87-8689-8114-EA72B5026C4A

Thank you, Jeff

From: Renner, Natalie <nrenner@dwpv.com> **On Behalf Of** Renner, Natalie <nrenner@dwpv.com>
Sent: Thursday, May 28, 2026 8:22 PM
To: pyang@stikeman.com; idizengoff@akingump.com; mlahaie@akingump.com; lcharleston@akingump.com; nethridge@akingump.com; rjacobs@cassels.com; mwunder@cassels.com; mkonyukhova@stikeman.com; lcopen@stikeman.com; Brian Bolin (bbolin@paulweiss.com) <bbolin@paulweiss.com>; jgraham@paulweiss.com
Cc: Project Canary <projectcanary@osler.com>; Watson, Greg <greg.watson@fticonsulting.com>; Rosenberg, Jeffrey <jeffrey.rosenberg@fticonsulting.com>; Renner, Natalie <nrenner@dwpv.com>; Cutler, Steven <SCutler@dwpv.com>; Hyman, Scott <SHyman@dwpv.com>; Nicholls, Robert <rnicholls@dwpv.com>
Subject: Project Canary - Confidential - DIP Term Sheet - OTHT AGH

All,

Please find attached a turn of the DIP Term Sheet, with a blackline against the version you circulated. Please return your best and final terms by no later than**Saturday, May 30, 2026 at 2:00 PM (Toronto time)**. This will be the final set of terms that will be considered by the Debtors before they identify a successful party to move forward to finalize a definitive agreement.

The Debtors remain available to address any questions you have in advance of Saturday. However, please note that the term sheet will not be subject to negotiation during any such discussions. If you would like assistance in arranging a meeting, please let us know.

Best regards,
Natalie

Natalie Renner **She, Her**
T 416.367.7489
nrenner@dwpv.com
Bio | vCard

DAVIES
155 Wellington Street West
Toronto, ON M5V 3J7
dwpv.com

DAVIES WARD PHILLIPS & VINEBERG LLP
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system. Thank you for your cooperation.

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Stikeman Elliott LLP Barristers & Solicitors

199 Bay Street, Suite 5300, Commerce Court West, Toronto, ON M5L 1B9 Canada

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EXHIBIT "J"
referred to in the Affidavit of
DAVID NICOLL
Sworn June 14, 2026

DocuSigned by:

36124C4218DD47C...

Commissioner for Taking Affidavits

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Stikeman Elliott

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June 1, 2026

By Email: mwasserman@osler.com; mdelellis@osler.com; greg.watson@fticonsulting.com; and jeffrey.rosenberg@fticonsulting.com

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and

FTI Consulting Canada Inc.
TD South Tower, 79 Wellington Street West
Toronto Dominion Centre, Suite 2010, P.O. Box 104
Toronto, ON M5K 1G8

Attention: Marc Wasserman, Michael De Lellis, Greg Watson, and Jeffrey Rosenberg

Dear Sirs:

Re: In the Matter of a Plan of Compromise or Arrangement of Nunavut Iron Ore, Inc. Baffinland Iron Mines Corporation, and 12334992 Canada Inc. (collectively, the "Applicants", and together with Baffinland Iron Mines LP, "BIM" or the "Company", with the proceedings being the "CCAA Proceedings")

As you know, we are counsel to Oaktree Capital Management, L.P. and Hartree Partners, LP (together, the "**First Secured Lenders**"). Capitalized terms used herein and not otherwise defined have the meanings ascribed to such terms in our letter addressed to the Monitor and the Company dated May 30, 2026.

We are writing in connection with the motion scheduled for June 3, 2026, in connection with the Company's DIP solicitation process (the "**June 3 Motion**").

At the hearing that took place on Monday, May 25, 2026[1], before Justice Conway, in response to concerns expressed to the Court by our firm and Cassels Brock & Blackwell LLP as counsel to the ad hoc committee of holders of 8.750% senior secured notes due 2026 issued by Baffinland Iron Mines Corporation (the "**Ad Hoc Committee**") about getting "jammed" with service of a motion record for financing that would non-consensually prime our client groups, counsel for the Monitor advised the Court that they anticipated that materials in support of the June 3 Motion, would be served on the parties on or before May 29. The Monitor

[1] All references to dates are to the year 2026.

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also advised the Court that it would work with parties after such service to identify any issues in dispute and try to resolve a litigation schedule and advise the Court of same by Monday, June 1.

It is now the afternoon of Monday, June 1 (less than two business days before the scheduled return date) and we have not received any materials or even any communications from the Company since the First Secured Lenders and Ad Hoc Committee (the "**Senior Secured Lenders**") submitted their revised joint CCAA DIP proposal on May 30. The First Secured Lenders have not been provided with any indication of what relief the Company intends to seek in less than 48 hours, the basis upon which it will be sought, or the evidentiary record that will support it.

In addition, as we previously set out in our letters of May 25 and 30, significant questions remain with respect to the conduct of the DIP solicitation process and the backup behind the cash flow projections prepared by the Company and reviewed by the Monitor, which have not been adequately addressed. Some of these questions are outlined in Schedule "A" hereto.

In these circumstances, no contested relief can be properly sought or obtained on June 3 or any time this week. To proceed with substantive contested relief in these circumstances would be fundamentally unfair and inconsistent with the procedural protections that must be afforded to all stakeholders, and including, the first-secured creditors of a debtor company and the likely fulcrum creditor group of a debtor company in a CCAA proceeding.

An interim bridge DIP sized at US$110 million would be, by far, the largest interim bridge DIP ever considered. It would even be, excluding a couple of distinguishable outliers[2], one of the largest[3] full CCAA DIP facilities approved by a CCAA Court in the past five years. The Company accepting an interim bridge DIP of this magnitude from another party over the objections of the first-ranking and fulcrum lenders of the Company is inappropriate and should not be supported by the Monitor or approved by the Court without proper notice and a meaningful opportunity to respond.

An interim priming DIP facility is also not necessary in these circumstances given that the Senior Secured Lenders have provided the Company with a fully binding and actionable DIP commitment that includes interim availability of $110 million with an initial advance immediately of $70 million (the "**Interim Bridge DIP**"). The Interim Bridge DIP is the least prejudicial and uncontested relief that can and should be obtained on June 3.

As you know, the existing secured or fulcrum creditors of a debtor company should have priority with respect to the provision of DIP financing. In *Temple City Housing Inc., Re*, the Court stated that "it is also undoubtedly true that, since DIP financing may erode the security of creditors, the Court should be cautious in exercising its inherent jurisdiction to order priority for a DIP Charge over the objection of a secured creditor."[4] In *Crystallex International Corporation, Re*, the Court confirmed that where the existing fulcrum lender of a debtor company provides DIP financing on comparable terms, even where that proposal was not made within the precise terms of any bid process approved by a CCAA monitor, the existing fulcrum lender should be granted priority to provide such DIP financing.[5] The principle underlying both *Temple City* and *Crystallex* is that the parties with the most at stake, and whose security is being displaced, deserve preference where they are prepared to fund the CCAA debtor company on similar terms.

The Senior Secured Lenders have consistently demonstrated their willingness to engage constructively with the Company and the Monitor, including by increasing the size of the Interim Bridge DIP from US$70

---

[2] The two distinguishable outliers include one instance where there was a larger DIP facility approved in a Part IV recognition proceeding of a Chapter 11 proceeding in the United States and one larger DIP facility approved in the context of a receivership which transitioned to a CCAA proceeding where pre-receivership management was effectively ousted from any decision-making role.

[3] We are aware of only two DIP facilities that exceeded US$110 million approved in the last five years.

[4] *Temple City Housing Inc., Re*, 2007 ABQB 786 at para. 14.

[5] *Re Crystallex International Corporation*, 2012 ONSC 2125 at para. 91.

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million to US$110 million to accommodate the Company's own expressed liquidity requirements during the bridge period. As previously stated, the Interim Bridge DIP preserves the status quo and avoids prejudice to any party while approval of the larger DIP facility is resolved. Moreover, the Interim Bridge DIP carries no fees in the event it is repaid out of the proceeds of a replacement DIP facility, rendering it entirely without prejudice to the Company, the Monitor, or any other stakeholder, while stabilizing and funding the Company's continued ordinary-course activity.

We remind you of the Monitor's role to be the "eyes and the ears" of the Court in being independent and impartial, treating all parties reasonably and fairly, conducting itself in a manner consistent with the objectives of the CCAA and its restructuring purpose.[6] As the DIP solicitation process was conducted by the Monitor together with the Company, the Monitor has a duty to ensure that the process is fair and reasonable. The Monitor's independent and quasi-judicial role should not permit it to support the flawed DIP solicitation process by which the Senior Secured Lenders are being primed by way of a contested DIP facility in these circumstances.

The Senior Secured Lenders reserve all of their rights to challenge, oppose, and seek to set aside the DIP facility selected by the Company. Nothing in this letter shall be taken as a waiver of any right or entitlement of the First Secured Lenders, whether under the Credit Facility, the Intercreditor Agreement, or otherwise.

Yours truly,

Stikeman Elliott LLP

Maria Konyukhova
Partner

MK/PY

cc: Paul, Weiss, Rifkind, Wharton & Garrison LLP, U.S. counsel to the First Secured Lenders
Cassels Brock & Blackwell LLP, Canadian counsel to the Ad Hoc Committee
Akin Gump Strauss Hauer & Feld LLP, U.S. counsel to the Ad Hoc Committee

[6] *Ernst & Young Inc. v Essar Global Fund Limited*, 2017 ONCA 1014 at para. 109.

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Schedule “A”

Capitalized terms used in this Schedule are as defined in the CCAA DIP submitted by the Senior Secured Lenders on May 31.

- The Initial Cash Flow Forecast differs significantly from previous cashflow projections provided by the Obligors to Oaktree and Hartree. For instance, for 2027 which should represent a more normalized operating year:

    - the projected free cash flow (net cash flow before CCAA-related fees and any finance charges) in the Initial Cash Flow Forecast is approximately [redacted], decreased from positive $62.6 million projected in the most recent model which was provided in March 2026.

  Please provide a detailed reconciliation of the changes explaining these significant deltas.

- What assumptions support a longer than 12 months SISP timeline? In particular:

    - What market testing or advisor input was obtained to justify a process of this duration, rather than a shorter and more cost-efficient timeline?

    - What are the specific milestones contemplated within the SISP period and what is the anticipated timeline for each phase of the SISP (including any marketing period, bid deadline, evaluation period, and closing period)?

    - What is the estimated incremental cost to the estate of a 24-month process as compared to a 12-month or 18-month process?

    - Has any consideration been given to the erosion of asset value, loss of key personnel, deterioration of commercial relationships, or other prejudice to stakeholders that may result from an extended timeline?

- Please describe the Company’s decision-making process in the selection of the DIP addressed? In particular:

    - Please identify all directors, officers, shareholders, and affiliates of the Company who have a direct or indirect interest in, or relationship with, the proposed DIP lender or any of its affiliates, any offtake arrangements, or other commercial contracts that the Company currently has in place and the costs of the continuation of which are included in the Initial Cash Flow Forecast and beyond.

    - What steps were taken to ensure that the DIP selection process was conducted at arm's length and free from influence by conflicted parties, including whether any independent committee of the board was struck, whether conflicted directors recused themselves from deliberations and voting, and whether independent legal or financial advice was obtained?

    - Please provide copies of all conflict of interest declarations, recusals, and any related governance protocols adopted in connection with the DIP selection process.

- There are significant amounts proposed to be flowing out of the Company in respect of non-market and related party transactions during a CCAA process, including but not limited to:

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- Glencore's marketing fees;
- [redacted] in respect of its offtake arrangement;
- payments in respect of the Royalty Agreements (i.e., (a) the royalty agreement entered into among the Borrowers, 15877580 Canada Inc., ArcelorMittal Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc. dated March 25, 2024 and (b) the royalty agreement entered into among the Borrowers, 16572367 Canada Inc., 15877563 Canada Inc. and 15877482 Canada Inc; and
- operator fees to MRP LP.

For each such arrangement:

- Please provide the total amounts paid or projected to be paid during the term of the DIP facility.
- What benchmarking, market comparison, or independent assessment has been conducted to determine whether each of these arrangements reflects fair market value and arm's length terms?
- Has the Monitor formed any view on whether the continuation of these arrangements during the CCAA proceedings is in the best interests of the estate and its stakeholders as a whole? If so, please provide the Monitor's analysis or confirm that it will be included in the Monitor's Report to the Court in connection with the approval of the DIP.
- Has any consideration been given to renegotiating, disclaiming, or seeking court approval to terminate or modify any of these arrangements pursuant to section 32 of the CCAA or otherwise, including staying payments of same for the duration of the CCAA proceeding as subordinate pre-filing claims?
- What is the total aggregate value flowing to related parties and insiders under these arrangements over the period of the Approved Cash Flow Forecast and the projected duration of the CCAA proceedings?
- Please provide copies of all independent valuations, fairness opinions, or market analyses obtained by the Company or the Monitor in respect of any related party or non-arm's length transaction referred to in the Initial Cash Flow Forecast or otherwise contemplated during these proceeding.

- The Company requested a Pre-Approved Steensby CapEx for capital expenditures allocated to the Steensby Expansion beyond the 13-week cash flow. In connection with the Steensby Expansion:
  - After the first 13 weeks, what are the projected monthly and total expenditures for maintenance of the Steensby Expansion compared to expansion and development of same?
  - What are the critical-path milestones or contractual deadlines (e.g., equipment lead times, supplier commitments, regulatory windows) that require expenditure commitments beyond 13 weeks?

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  - What assumptions underpin the budget (e.g., commodity prices, exchange rates, construction timelines)?
  - Has an independent third party (e.g., a financial adviser or independent engineer) reviewed and endorsed the reasonableness of the proposed budget?
  - Were there interested parties who submitted bids to acquire the Company and/or pay out or substantially all of the Company's secured indebtedness in the past 24 months? If so, did these parties express an interest in building out the Steensby Expansion? Please provide copies of these bids.
  - Has there been any analysis conducted by the Company or third parties regarding the use of capital expenditures to focus on Steensby compared to increasing the production to 6 Mtpa? Please provide copies of any analysis or reports conducted on this matter.
  - Please confirm that all expenditures in connection with the sealift during the first 13 weeks are non-discretionary and whether the projected expenditures in the Pre-Approved Steensby CapEx during the first 13 weeks are discretionary and if so, the quantum.
  - Please provide additional details on how $10 million in exploration costs will preserve exploration potential. Are claims, work in progress, or permits lost?
  - Please confirm the mine plan envisioned and how that relates to the projected expenditures in the Pre-Approved Steensby CapEx. We understand pursuing certain Steensby Expansion-related activities brings forward higher stripping ratios which can be avoided in the short term (approximately one year). Is this activity related to discretionary or required expenditures?

- What key employee retention and incentive arrangements are contemplated within the Initial Cash Flow Forecast, and on what basis are they justified in the context of these insolvency proceedings?

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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 NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, AND 12334992 CANADA INC.

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

AFFIDAVIT OF DAVID NICOLL
Sworn June 14, 2026

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
5300 Commerce Court West
199 Bay Street
Toronto, Canada M5L 1B9

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Lawyers for Oaktree Capital Management, L.P., and Hartree Partners, LP

Tab 5

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Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, AND 12334992 CANADA INC.

Applicants

AFFIDAVIT OF MARCELO MESSER
(Affirmed June 15, 2026)

I, **Marcelo Messer**, of New York City, in the State of New York, United States of America, AFFIRM AND SAY:

1. I am a Partner and a Co-Head of North American Restructuring at Rothschild & Co US Inc. ("**Rothschild & Co**"), a financial advisory and investment banking firm that is a member of the global Rothschild & Co SCA group.

2. Rothschild & Co has been instructed by Stikeman Elliott LLP, on behalf of its clients, Oaktree Capital Management L.P. and Hartree Partners LP (together, the "**First Secured Lenders**"), to provide an expert report in respect of a motion to enter into the debtor-in - possession ("**DIP**") financing agreement dated June 3, 2026, among Nunavut Iron Ore, Inc., Baffinland Iron Mines Corporation, and 12334992 Canada Inc. (the "**Applicants**") and His Majesty in Right of Canada as represented by Export Development Canada.

3. Attached as **Exhibit "A"** to this affidavit is a copy of my expert report dated June 14, 2026 (the "**Rothschild & Co Report**"). In preparing the Rothschild & Co Report, I have utilized the assistance of other professionals at Rothschild & Co but all opinions expressed are mine.

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4. I hold a Master of Business Administration from the Stanford Graduate School of Business and a Bachelor of Arts in Economics from Yale University, where I graduated *summa cum laude*. I have over 25 years of experience providing financial advisory services and over 20 years of experience focused specifically on large corporate restructurings including several in the metals and mining space.

5. I am a Partner at Rothschild & Co and have been at the firm since 2008. As Co-Head of North American Restructuring, I have advised on numerous restructuring and liability management transactions across a range of industries, including complex and often cross-border mandates. My experience includes advising on restructurings involving, among others, Aeromexico, SunEdison, Seadrill, Trident Resources, Alpha Natural Resources, Ultra Petroleum, Samarco, and Cabinetworks.

6. At Rothschild & Co, I have advised on a number of significant mandates in the mining sector, including advising BHP in connection with the approximately US$9 billion restructuring of Samarco, its iron ore joint venture with Vale; advising the bondholders of Mirabela Nickel on a restructuring and related financing; and advising Alpha Natural Resources in connection with its Chapter 11 restructuring and sale. I am also currently advising a major mining company in connection with a multi-billion dollar financing for an iron ore operation.

7. Prior to joining Rothschild & Co, I worked at Miller Mathis & Co., an investment banking firm with a focus on the metals and mining sector, as well as at Morgan Joseph & Co. and Financo, Inc., where I focused on restructuring advisory and mergers and acquisitions. During this period, I advised on several transactions and restructurings in the metals and mining and steel sectors, including advising Fortescue Metals, an iron ore producer, on strategic partnership opportunities to support project development; advising New Millennium, a Canadian iron ore venture, on capital raising; advising Horizon Natural Resources, a coal mining company

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on its Chapter 11 restructuring; and advising steel companies with significant iron ore operations, including SeverStal, Sicartsa, and others, in connection with mergers, acquisitions, and insolvency-related transactions. I also worked at Glencore International in its structured finance division and at Credit Suisse First Boston in New York and Buenos Aires, where I was involved in mergers and acquisitions transactions in emerging markets.

8. My CV is attached to this affidavit as **Exhibit "B"**.

9. I have prepared the Rothschild & Co Report in compliance with my duties as an expert to the Ontario Superior Court of Justice and will abide by these duties during any cross-examination on the Report. I understand and acknowledge that my duties as an expert include:

(a) providing opinion evidence that is fair, objective and non-partisan;

(b) providing opinion evidence that is related only to matters that are within my area of expertise; and

(c) providing such additional assistance as the court may reasonably require, to determine a matter in issue.

10. Attached as **Exhibit** "**C"** to this affidavit is an executed copy of my Form 53 - Acknowledgment of Expert's Duty in this matter, in which I also confirm the authenticity of the documents I rely upon in the Rothschild & Co Report, subject to the exceptions set forth in such document.

11. Rothschild & Co has been jointly retained by the First Secured Lenders, Stikeman Elliott LLP, and Paul, Weiss, Rifkind, Wharton, & Garrison LLP in respect of the restructuring of the Applicants under the *Companies' Creditors Arrangement Act.* Pursuant to this engagement, Rothschild & Co will be paid fees by the First Secured Lenders, which fees are not contingent

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on the outcome of the debtor-in-possession financing motion in this matter scheduled to be heard on June 30, 2026.

AFFIRMED remotely by Marcelo Messer stated as being in New York City, State of New York before me at the City of Toronto, in the Province of Ontario, this 15th day of June, 2026 in accordance with O.Reg. 431/20, Administering Oath or Declaration Remotely

DocuSigned by:
FB5E31A9B41648B...

RJ Reid LSO#88670P
Commissioner for Taking Affidavits

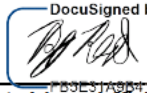
Signed by:
Marcelo Messer
6C6422BBEF3844B...

Marcelo Messer

Docusign Envelope ID: AEDFF262-7C70-8125-83C6-160649A081E1

This is **Exhibit "A"** referred to in the
Affidavit of **MARCELO MESSER**,
affirmed before me this 15th day of June, 2026.

DocuSigned by:



A Commissioner for taking Affidavits in the Province of Ontario

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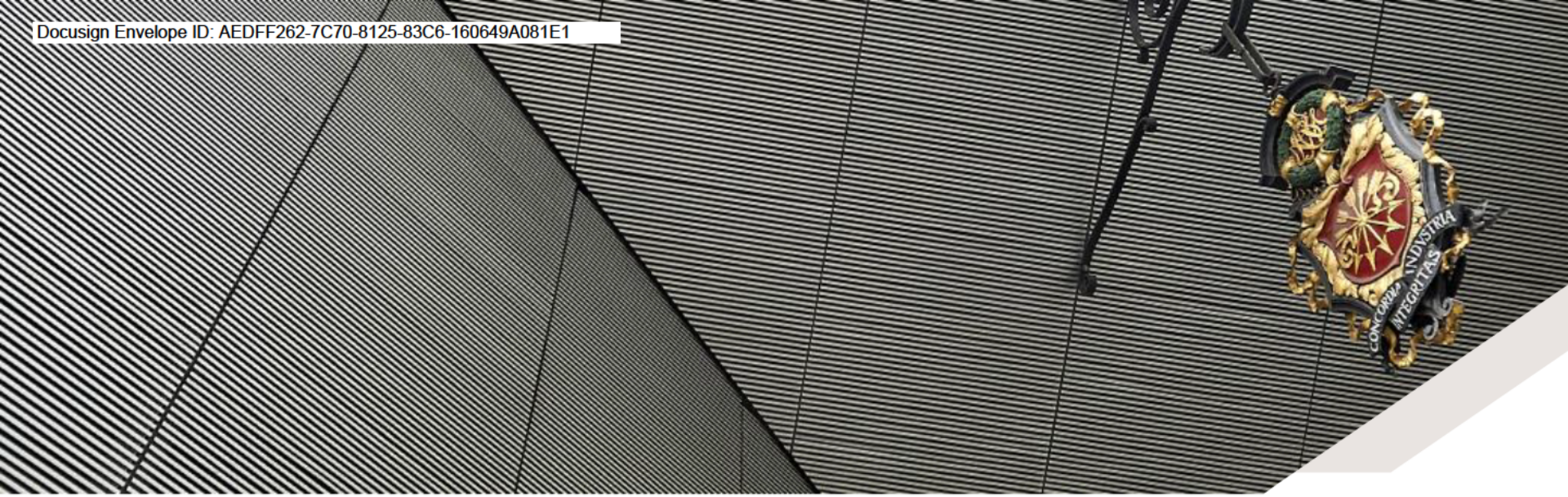

Expert Report of Marcelo Messer

in the Matter of Plan of Compromise or Arrangement of Nunavut Iron Ore, Inc., Baffinland Iron Mines Corporation, and 12334992 Canada Inc.

June 14, 2026

Rothschild & Co

1251 AVENUE OF THE AMERICAS, 33RD FLOOR, NEW YORK, NY 10020

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Disclaimer

This report was prepared by Marcelo Messer ("I"), Partner and Co-Head of North American Restructuring at Rothschild & Co US Inc., with assistance from other professionals at Rothschild & Co US Inc. and Rothschild & Co Canada Inc. (collectively, "Rothschild & Co") on a confidential basis in the context of the case of Baffinland Iron Mines Corporation (collectively with its direct and indirect subsidiaries, the "Company") before the Ontario Superior Court of Justice under the Companies' Creditors Arrangement Act, R.S.C. 1985, as amended.

In creating this report, I have relied upon information that is publicly available or which was provided to me by or on behalf of Stikeman LLP, OPPS XII BLIM Holdings, L.P. and Hartree Partners, LP, including, without limitation, operating and financial forecasts or projections. Such information involves numerous significant assumptions and subjective determinations that may or may not be correct. Neither I nor Rothschild & Co has assumed any responsibility for independent verification of any of such information contained herein, including, but not limited to, any forecasts or projections set forth herein, and I have relied on such information being complete and accurate in all material respects. Accordingly, no representation or warranty, express or implied, can be made or is made by me or Rothschild & Co as to the accuracy or completeness of any such information or the achievability of any such forecasts or projections.

It should be noted that any valuation contained herein is only an approximation, subject to uncertainties and contingencies, including market conditions, all of which are difficult to predict and beyond my control and the control of Rothschild & Co, and thus, a valuation is not intended to be, and should not be construed in any respect as, a guaranty of value. The accompanying material does not represent an opinion as to the prices at which the Company, or any interests therein, actually would be acquired or sold nor is the accompanying material intended to, and it does not, constitute an opinion as to the fairness, from a financial point of view, of any transaction or other matters.

Except where otherwise indicated, this report speaks as of the date hereof and is necessarily based upon the information available to me and Rothschild & Co and financial, stock market and other conditions and circumstances existing and disclosed to me and Rothschild & Co as of the date hereof, all of which are subject to change. Neither I nor Rothschild & Co has any obligation to update, bring-down, review or reaffirm this report. Under no circumstances should the delivery of this report imply that any information or analyses included in this report would be the same if made as of any other date. Nothing contained in this report is, or shall be relied upon as, a promise or representation as to the past, present or future.

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Introduction

Introduction

- Rothschild & Co US Inc. (together with Rothschild & Co Canada Inc., "**Rothschild & Co**", "**we**", "**us**", or "**our**") has been engaged by Stikeman Elliott LLP ("**Stikeman Elliott**") and Paul, Weiss, Rifkind, Wharton & Garrison LLP on behalf of OPPS XII BLIM Holdings, L.P. ("**Oaktree**") and Hartree Partners, LP ("**Hartree**") (collectively, the "**First Secured Lenders**") in connection with Nunavut Iron Ore, Inc.'s (together with its subsidiaries, including Baffinland Iron Mines Corporation and Baffinland Iron Mines LP, "**Baffinland**" or the "**Company**") proceedings under the *Companies' Creditors Arrangement Act* ("**CCAA**" and "**CCAA Proceedings**")
- Marcelo Messer, Partner and Co-Head of North American Restructuring at Rothschild & Co US Inc., prepared this report utilizing the assistance of other professionals at Rothschild & Co
- We are one of the world's most active advisors in restructuring, mining & metals M&A and project finance
  - We have been consistently ranked among the top restructuring advisors globally
  - We have been consistently ranked as a top-2 mining & metals M&A advisor globally for over 10 years
  - We have advised on over 90% of >US$1bn mining projects in the Americas that raised project financing
- As set out in his affidavit and attached CV, Mr. Messer has extensive experience providing financial advisory services related to the restructurings of large companies operating in the metals and mining space and has developed an expertise in this area. Other individuals at Rothschild & Co assisted Mr. Messer in the preparation of this report but all opinions expressed herein are those of Mr. Messer
- The First Secured Lenders and an ad hoc committee of senior secured noteholders (the "**Senior Secured Noteholders**") jointly submitted a debtor-in-possession proposal to Baffinland. We understand that the First Secured Lenders and the Senior Secured Noteholders submitted joint materials for the June 30 Hearing and acknowledge that the Senior Secured Noteholders may rely on this report at the June 30 Hearing

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Instructions

- Stikeman Elliott has requested that Mr. Messer provide opinions on the following:

1. Baffinland's enterprise value, prepared on a "desktop analysis" basis;
2. M&A process timelines in the mining sector; and
3. Risks relating to the Steensby expansion

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Desktop Baffinland valuation analysis

Scope of review and limitations

- The scope of review of this report is based solely on the information (the "**Information**") available to Rothschild & Co as follows[1]:
  - Publicly available information, including:
    - Company websites;
    - News articles;
    - Data available to us through our subscriptions with data providers (namely Bloomberg, FactSet, LSEG, Mergermarket, S&P Global, and Wood Mackenzie); which, among other things, provides us access to market and industry data, financial data, company-specific data and broker equity research reports; and
    - Court orders, reports, motion materials and other documents available on the Monitor's website, including the DIP Budget of the Company and the 13-week cash flow forecast of the Company as attached to the affidavit of Celeste van Tonder sworn June 3, 2026, as confidential Exhibit "D" and Exhibit "E", respectively
  - Information prepared by the Company, and provided to us by Stikeman Elliott, counsel to Oaktree and Hartree, which for the purposes of the analysis in this section, includes:

- **For purposes of the desktop valuation analysis presented herein, Rothschild & Co has made no modifications to any of the Information received, and has relied expressly on the assumptions and figures contained on an as-is basis. Rothschild & Co has verified that all publicly available sources are true copies of the information as published by the relevant organization, but has not otherwise verified the accuracy of the information**
  - The desktop valuation analysis is limited to certain metrics either in the historical period or within the near-term forecasted period based on the Information available

Note:
1. A detailed list of the sources relied upon for this report is set forth in the appendix

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Approaches to the desktop valuation analysis

- There are three primary, widely accepted approaches for assessing fair market value ("**FMV**") for the enterprise value of a mining company:
  i. Comparable public company trading analysis ("**Trading Comps**");
  ii. Precedent transactions analysis ("**Precedents**"); and
  iii. Discounted cash flow analysis ("**DCF**")

- Trading Comps and Precedents are *multiples-based* approaches based on an assessment of market prices (of publicly-traded securities and corporate acquisitions, respectively) relative to underlying performance metrics, whereas a DCF is based on an assessment of long-term cash flow projections discounted by a company's weighted average cost of capital
  - We do not have access to a life-of-mine forecast for the Company; therefore, we are unable to prepare a DCF
  - Consequently, the desktop valuation analysis presented herein reflects *multiples-based* approaches only

- The valuation analysis presented herein for Baffinland is based on the following multiples:
  - Enterprise value to earnings-before-interest-taxes-depreciation-and-amortization ("**EBITDA**") (i.e., "**EV / EBITDA**");
  - Enterprise value to capacity ("**EV / Capacity**"); and
  - Enterprise value to production ("**EV / Production**")

- This selection of multiples is based on the intersection of: (i) metrics that are commonly relied upon to estimate enterprise value in the upstream iron ore / bulk commodities sector, and (ii) the performance metrics available to us based on the Information provided

Book value is not a valid approach for assessing FMV

Book value is not an acceptable methodology in corporate finance to assess the FMV of enterprises, which is intended to reflect the price at which a buyer and seller of a company would transact at arm's length. The fundamental purpose of book value is to provide financial reporting to stakeholders based on a standard set of accounting principles, not to calculate the economic value of companies

1 Book values of assets are calculated based on historical cost, which is then reduced over time through the use of certain accounting adjustments

- These adjustments (called depreciation, amortization or depletion, depending on the type of asset) reflect the application of time-based accounting formulas which vary by asset category
  - Such adjustments are subject to substantial management discretion (*e.g.*, with respect to depreciation methodology or inventory accounting) that can cause them to differ materially from economic reality
- Neither the historical cost basis of assets nor the time-based accounting adjustments applied to them reflect the ever-changing, forward-looking market dynamics that directly affect the economic value of assets, such as:
  - Changes in assets' market prices
  - Changes in assets' expected cash generation potential
  - Changes in the expected risk profile of asset returns
  - Changes in the operating, capital and financial costs that need to be incurred in order to generate value from assets
  - Asset obsolescence

2 While book values are also subject to occasional write-downs that may result in significant reductions to their carrying value, such "asset impairments" involve a combination of strict accounting rules and substantial management discretion that can cause the adjustments to differ materially from economic reality with respect to both their magnitude and timing

3 Trading Comps, Precedents and DCF analyses, by contrast, focus on economic value by relying on:

- Transactions between third-party market participants (*i.e.*, buyers and sellers of publicly-traded shares, corporate sellers and acquirers, etc.) that reflect their independent assessments of all factors that impact economic value (*e.g.*, projected business performance, risks thereto, etc.)
- Market data that is updated in real time, not just quarterly or annually (which is how frequently book values get updated)

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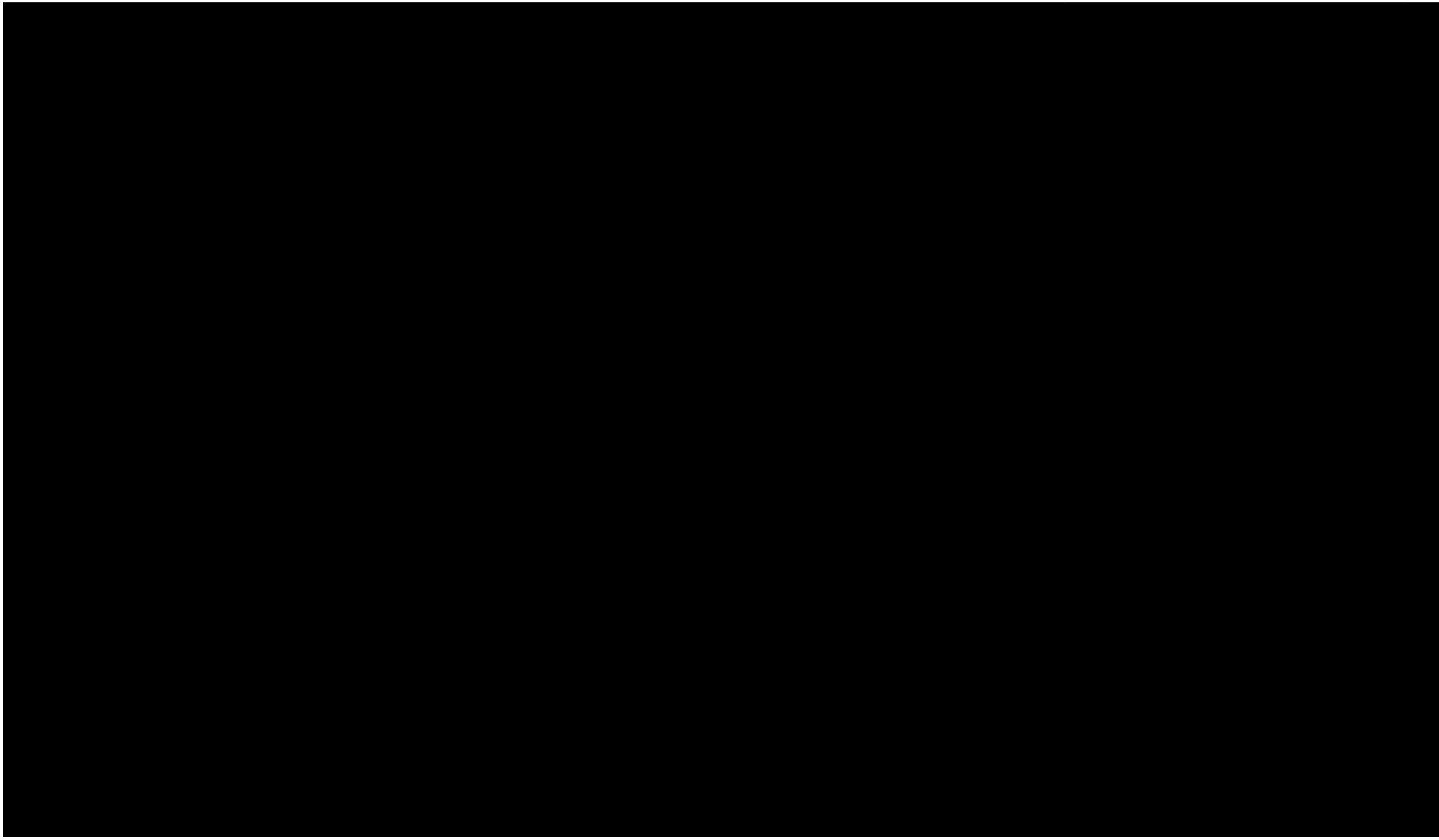
Overview of historical and forecasted production

Figures shown on an as-is basis based on Information provided

Finished production (Mtpa)[1-4]

Commentary



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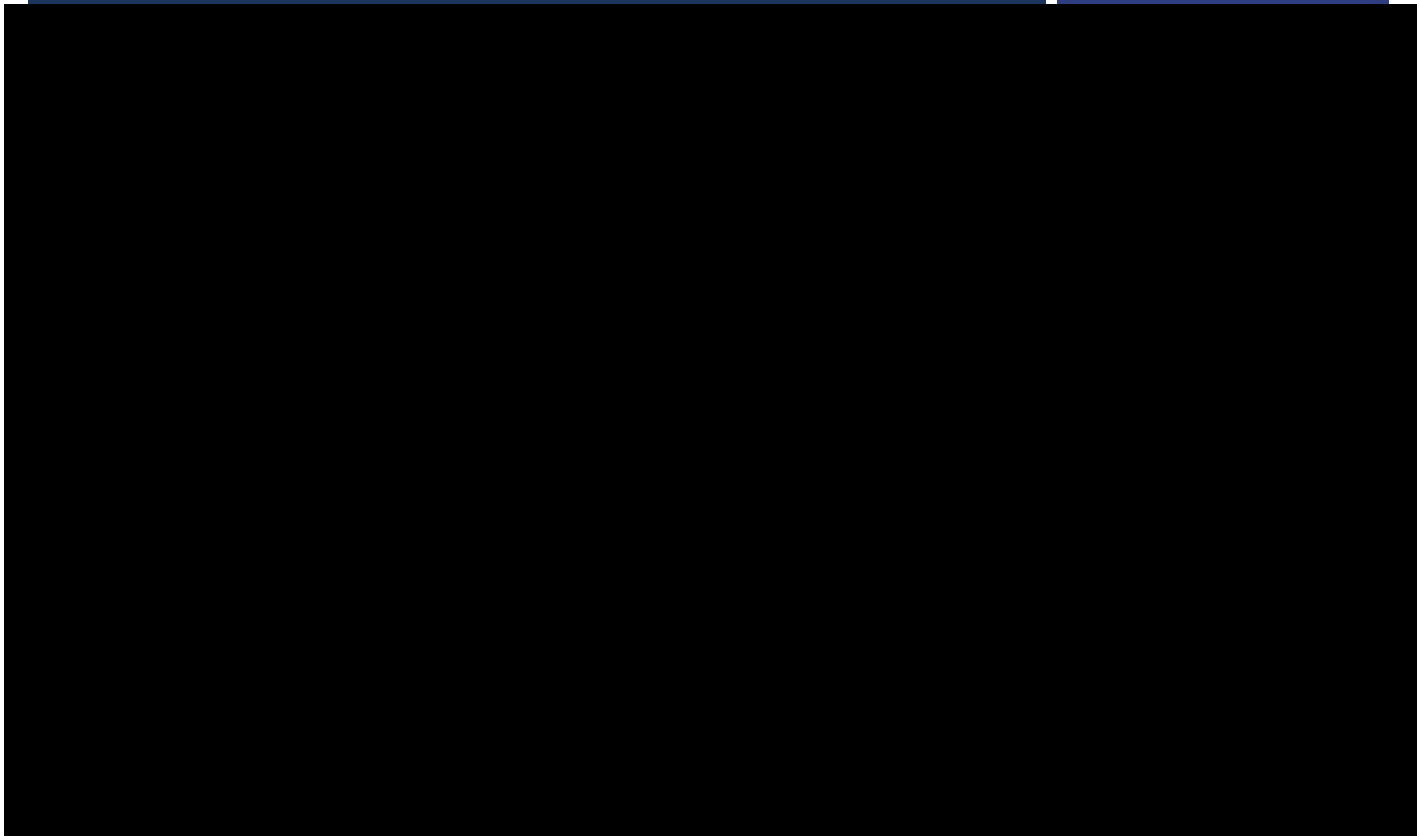
Overview of historical and forecasted IFRS EBITDA[1]

Figures shown on an as-is basis based on Information provided

IFRS EBITDA (US$m), benchmark iron prices (US$/t) and EBITDA margin (%)[1-5]

Commentary



Selected precedent transaction

Only one transaction with publicly-observable metrics has occurred over the last 5 years involving a change-of-control of an upstream iron ore operation comparable to Baffinland

Selected precedent transaction[1]

Date	Target company / Asset	Geography	Acquiror	Type	Acquired stake	Consideration	Implied TEV	EV / EBITDA			EV / Fe production			EV / Capacity	LTM EBITDA margin
								LTM	FY0	FY1	LTM	FY0	FY1	Existing cap.	
					%	US$m	US$m	x	x	x	US$/t	US$/t	US$/t	US$/t	%
Dec-25	Rana Gruber	Norway	Champion Iron	Corporate	100%	289	314	5.4x	4.9x	4.0x	169	175	172	170	37%

Commentary

- There is a very limited set of observable, comparable precedent transactions in the upstream iron ore market
  - The upstream iron ore M&A market has experienced low transaction volumes over the past 5 years, with activity primarily concentrated in significantly smaller-scale operations and/or integrated with downstream businesses; in either case, research coverage and publicly observable metrics are limited
  - Furthermore, selected precedent transactions should, to the greatest extent possible, be comparable to Baffinland's business (in terms of stage of operations, scale, asset location and quality, embedded optionality and its status, etc.)
- Accordingly, Rana Gruber is the only representative and comparable transaction, given:
  - Change-of-control transaction that is recent and reflective of current iron-ore market dynamics
  - Comparable high-grade iron ore product to Mary River, with Rana Gruber recently completing its upgrade to a 65% Fe hematite concentrate product
  - Similarly sized operations, based on Rana Gruber's production capacity of 1.85 Mdmtpa and production of 1.84 Mdmt in 2024A
  - Similar geographical / climate exposure, given the asset is located in Norway
  - European-focused customers, which supports comparable end-market demand and price benchmark dynamics

Sources: Capital IQ, FactSet, public filings, broker research
Note:
1. Excludes transactions with limited public disclosure and research

Publicly-traded comparable companies

Publicly-traded iron ore producers[1]

Company	F.D. Market Cap.	EV	Operational / financial metrics					Valuation multiples						
			'25A Fe % of rev.	LTM EBITDA margin	Debt / LTM EBITDA	LTM Fe prod.	Fe. Prod. capacity	EV / EBITDA			EV / Fe production			EV / Capacity
								LTM	CY '26E	CY '27E	LTM	CY '26E	CY '27E	Existing
	US$m	US$m	%	%	x	Mt Fe	Mt Fe	x	x	x	US$/t	US$/t	US$/t	US$/t
Global diversified producers														
BHP Group	$225,972	$236,493	43%	52%	1.0x	252.8	276.5	8.5x	7.4x	7.7x	n.a.	n.a.	n.a.	n.a.
Rio Tinto	$180,425	$193,462	48%	37%	1.1x	290.6	308.0	9.2x	6.4x	6.2x	n.a.	n.a.	n.a.	n.a.
Average			**46%**	**44%**	**1.1x**	n.a.	n.a.	**8.8x**	**6.9x**	**6.9x**	n.a.	n.a.	n.a.	n.a.
Pure-play iron ore producers														
Vale	$66,604	$75,912	78%	37%	1.3x	338.1	340.0	5.2x	4.6x	4.7x	$225	$229	$225	$223
Fortescue	$44,204	$49,861	100%	51%	0.7x	202.7	203.0	6.0x	6.2x	6.9x	$246	$246	$242	$246
Kumba Iron	$6,017	$6,148	100%	46%	0.0x	36.1	45.0	3.3x	4.0x	4.4x	$170	$181	$172	$137
CSN Mineracao	$4,602	$4,101	100%	35%	1.6x	45.4	45.0	3.6x	3.9x	4.0x	$90	$89	$89	$91
Champion Iron	$1,641	$2,351	100%	28%	2.6x	14.2	16.8	6.6x	5.8x	4.9x	$166	$154	$145	$140
Average			**96%**	**39%**	**1.2x**	n.a.	n.a.	**4.9x**	**4.9x**	**5.0x**	**$179**	**$180**	**$175**	**$167**
Baffinland			[redacted]	[redacted]	[redacted]	[redacted]	[redacted]							

Commentary

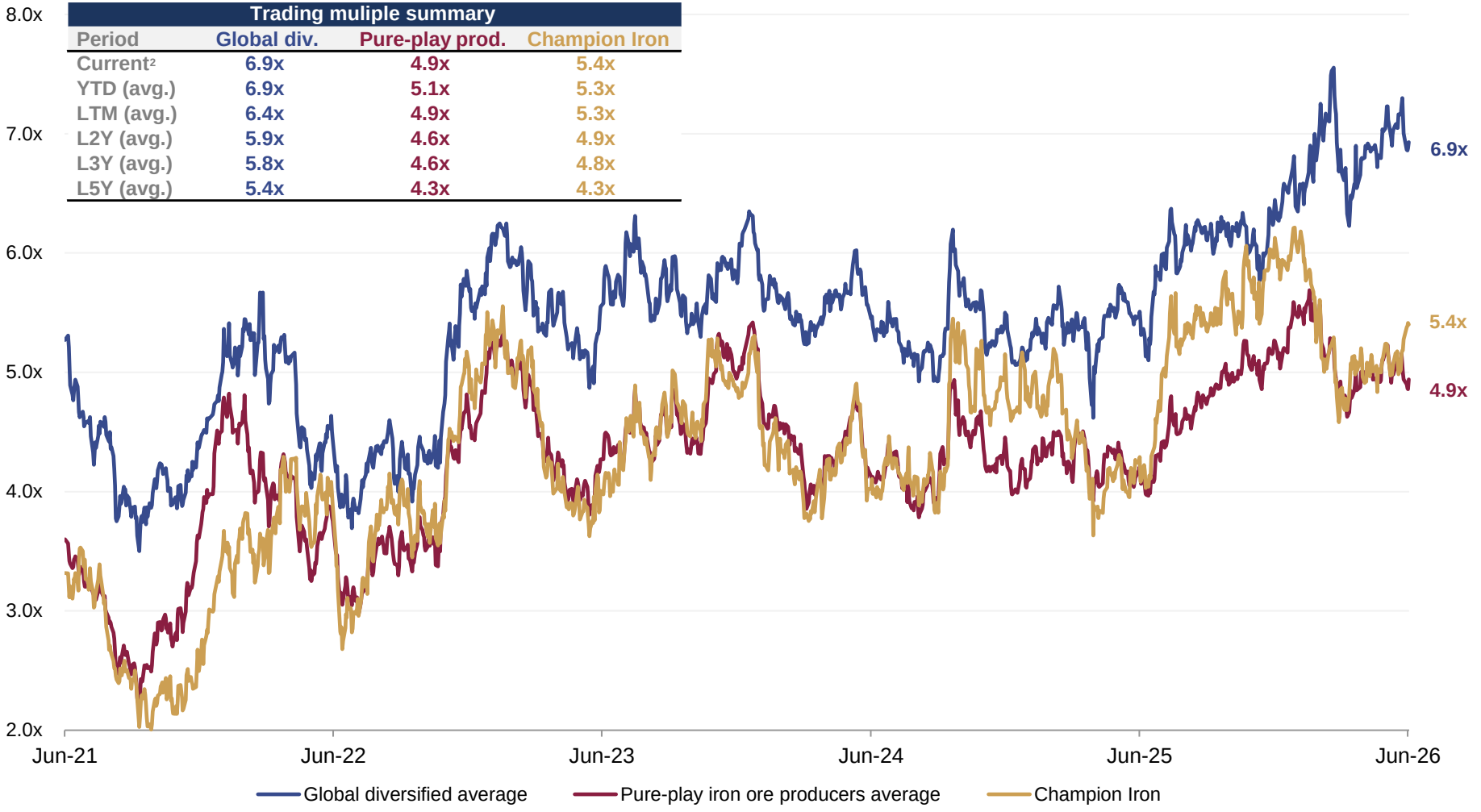
- The selected peers are based on producing iron ore companies only
- The landscape of iron ore producers can be divided into two distinct groups: (i) global diversified producers, and (ii) pure-play iron ore producers
  - Global diversified producers have fundamentally different business models given their significant exposure to higher-growth commodities (such as copper in addition to iron ore) and a higher degree of diversification and scale; they therefore do not represent a relevant dataset
  - Accordingly, pure-play producers are more comparable – however, they still are not entirely analogous as, for example, Baffinland has smaller scale, lower margins and a more challenging operating climate
  - Of these, Champion Iron represents the most comparable publicly-traded peer given its (i) pure-play iron ore exposure, (ii) relatively similar production scale, (iii) northern Canada operating environment and dependence on dedicated logistics infrastructure, (iv) exposure to European end markets, and (v) significant organic growth optionality through Rana Gruber, Kami and Bloom Lake

Sources: Public filings, broker research, Capital IQ, FactSet as at 12 June 2026
Note:
1. LTM figures based on date of most recent financial statement filing

Public comparables trading multiples over L5Y

Rolling EV / NTM EBITDA over L5Y (x)[1]

Trading muliple summary			
Period	Global div.	Pure-play prod.	Champion Iron
Current[2]	6.9x	4.9x	5.4x
YTD (avg.)	6.9x	5.1x	5.3x
LTM (avg.)	6.4x	4.9x	5.3x
L2Y (avg.)	5.9x	4.6x	4.9x
L3Y (avg.)	5.8x	4.6x	4.8x
L5Y (avg.)	5.4x	4.3x	4.3x



Source: FactSet as at 12 June 2026

Notes:

1. Global diversified includes BHP and Rio Tinto; pure-play iron ore producers include Vale, Fortescue, Kumba Iron, CSN Mineracao, and Champion Iron
2. Current NTM multiple calculated based on the time-weighted average of the CY26 and CY27 multiples

Desktop valuation analysis

Desktop analysis yields an enterprise value range of [redacted]

Summary desktop valuation for Baffinland (100% basis)			
Methodology	Range	Reference metric[1]	Value range (US$m)
[redacted]			

Basis of multiples selection and other observations

Precedent Transactions

- Given the comparability of the Rana Gruber transaction, we have anchored around its implied transaction metrics in the selection of our multiple ranges

Trading Comps

- **EV / normalized EBITDA**: Normalized historical EBITDA assumed (which is calculated as a 2022A-2025A average) for Baffinland is reflective of a relatively stable iron ore pricing environment similar to the current one (avg. 2022A-2025A 65% Fe price of US$111.9/t and [redacted]
  - Peers have traded within a narrow and consistent band over the course of the last five years, with an upward trend in the last twelve months
  - Trading Comps have been informed with particular weight on Champion Iron (the Company's most comparable peer) and the pure-play iron ore producers' average
- **EV / 26 & 27 EBITDA**: Multiples are anchored around the pure-play iron producers' average and Champion Iron
- **EV / Production and EV / Capacity**: Multiples are anchored around Champion Iron (on the lower end) and the peer group average (on the higher end)

Key observations

- We have placed greater weight on multiples of EBITDA than on production and capacity, since the former more directly reflect business profitability
- Certain caveats apply to the higher end of the selected multiple ranges:
  - The peers have significantly larger scale, multiple assets in their portfolios with organic growth optionality, and broadly superior EBITDA margins than Baffinland
  - The higher-end of some of the selected multiple ranges exceed Champion Iron's multiples, despite Champion Iron being the most analogous to Baffinland amongst the peers (e.g., organic growth optionality, high-grade products, geographic and climate characteristics, etc.)
- Additionally, for both EV / Capacity metrics, we have applied the top-end of the multiples range against a 6.0 Mwmtpa capacity, even though:
  - The Company, during the years of having the permit extension, generally did not meet this production [redacted]
  - [redacted] and
  - There is no guarantee that permit extensions supporting a 6.0 Mwmtpa capacity will be granted in perpetuity

Therefore, the top-end enterprise values of [redacted] represent theoretical values, but are unlikely to be the basis for bidders' evaluations

[redacted]

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Sale process timeline

Sale process timeline

An M&A process for Baffinland, with assets sold on an as-is, where-is basis, should conclude ~12 months from preparation to close

Process launch	*NBIO assessment*	*Final bid assessment*
(initial market read-throughs including breadth of and type of buyer universe, outreach universe)	*(initial understanding of breadth and depth of market interest, and any conditionality of interest)*	*(conversion of indicative interest into executable bids, evolution of bidder valuation and structure)*

Preparation phase → **Phase I** → **Phase II** → **Finalization & closing**

In order to minimize geopolitical, capital markets and commodity price risk exposure, process design should seek to condense timelines to the greatest possible extent without compromising the likelihood of transaction success (see overleaf)

Preparation phase

6-8 weeks[1]

- **Prepare key technical, legal, and financial information to present to market, including:**
  - Teaser, investment highlights
  - Prepare a life-of-mine financial model
  - Gather comprehensive supporting data including technical reports
- **Agree target outreach universe**

Phase I

4-6 weeks + 1-2 week assessment

- **Targeted outreach to market (investor solicitation)**
  - Contact broad list of potential parties with an NDA and teaser and invite them to the process
  - Interested parties to receive a process letter, access to data room, information memorandum, and financial model
  - Respond to initial questions

Phase II

12-16 weeks + 1-2 week assessment

- **Shortlisted parties enter Phase II**
  - Controlled data room access and access to:
    - Detailed due diligence
    - Management presentations
    - Site visits
  - Final bid submissions (contract + deposit)
- **Auction to determine winning bid**

Finalization & closing

~20 weeks

- **Key items required to close once a winning bidder is selected:**
  - 3+ months to satisfy all conditions precedent to close, including governmental and regulatory approvals

Note:
1. The prior availability of marketing materials significantly reduces the initial preparation phase

Risk exposure of an elongated timeline

Prolonging the process further exposes the outcome of any transaction to a number of risks, including:

- **Price risk** – iron ore prices are negatively impacted by supply and demand dynamics relative to the forecasted business plan
  - Wood Mackenzie, a widely respected iron ore market consultant, expects that near-term shocks to the market supply and demand dynamics – partially driven by the additional supply coming online from the Simandou mega project – could intensify and potentially drive pricing to cyclical lows, culminating in a more pronounced impact in 2027 than the current year[1]
- **Market risk** – potential structural changes impact customer demand for Baffinland's iron ore products
  - A theme of decarbonization in the steel industry particularly in Europe[2] – relying on electric-arc furnaces and direct-reduced iron (DRI) – could impact Baffinland's current set-up producing direct-shipping ore (DSO) relative to pelletized product and scrap[3]
  - Additionally, recent cost-saving measures in China have softened demand for high-grade iron ore, potentially reducing the ability to command pricing premiums in the near-to-medium term[3]
- **Geopolitical risk** – potential for geopolitical uncertainty or events to disrupt end-markets or key input costs
  - Ongoing geopolitical uncertainty could further implicate commodity prices, with S&P Global Market Intelligence citing downside risk should protracted conflict in the Middle East materially damage end-use demand and availability of logistics[4]
- **Process execution risk** – a protracted sales process could be perceived by bidders as uncompetitive, and interest may be diverted to competing opportunities
  - A lengthy sales process, particularly under heightened levels of market scrutiny, could signal tepid interest in Baffinland and erode competitive tension, diverting potential buyer focus towards other opportunities or corporate initiatives
- **Business impact –** uncertainty surrounding the outcome of an extended SISP may impact vendor terms, customer terms and interactions with other stakeholders, presenting further challenges to the business plan
  - Drawn-out periods of uncertainty could leave vendors, customers, and other key stakeholders reluctant to commit to long-term contracts or push them towards competing counterparties, weakening any run-rate assumptions underpinning the currently contemplated business plan
  - End users, whose furnaces are configured based on their raw material inputs, require certainty and knowledge of their iron ore sources well in advance; Baffinland's ability to execute sales agreements and exercise pricing power may decrease the longer the process extends

Therefore, while we understand the Company has raised concerns about how the accessibility of the site may impact timing of the sale process, in our view the sales process should not exceed 12 months in order to protect against the above risks

Notes:
1. Wood Mackenzie ("Global iron ore strategic planning outlook – Q1 2026" via subscription)
2. Fastmarkets ("The future of Europe's green steel market: challenges and catalysts") dated November 14, 2025
3. Fastmarkets ("Steel decarbonization: High-grade iron ore faces challenges") dated June 16, 2025
4. S&P Global ("Iron Ore CBS May 2026" via subscription)

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Steensby considerations

Steensby value attribution considerations

- **The optionality associated with the Steensby expansion is likely to be of interest to potential bidders for Baffinland**
- **At this stage it is not possible to reasonably quantify what value (if any) a buyer would attribute explicitly to Steensby given the significant and unknown spread of possibilities in costs, timing of execution, and cash flow outcomes for the expansion**
- **Nevertheless, the desktop valuation analysis of Baffinland presented herein inherently includes value for growth optionality**
  - The multiples utilized in the desktop valuation analysis reflect the market's perception of the embedded optionality for potential expansion projects and exploration assets within the portfolios of Baffinland's comparable peers in both the Trading Comps and the Precedents
- **Bidders are highly unlikely to underwrite incremental value (beyond the enterprise value range presented herein) for the potential Steensby expansion given a number of outstanding, significant development risks:**
  - ? **Uncertainty around funding**: At an estimated development cost of ~US$4bn, Steensby would be a major project for any party, and terms relating to raising project debt funding have not been agreed

    Furthermore, a buyer with greater financial wherewithal should be able to negotiate a more favorable financing package than Baffinland on a standalone basis (through greater balance sheet capacity, cheaper cost of funding, and their ability to provide a creditworthy debt guarantee)
  - ? **Permitting uncertainty:** Prior regulatory outcomes demonstrate that permitting remains a material risk and activity-specific authorizations are still required for key infrastructure
  - ? **Social license environment**: Some local communities remain unsupportive of the expansion and have recently threatened legal challenge[1]
  - ? **Transferability of technical work**: Given the scale, capital cost of the project, and complexities with operating in the Arctic, any potential bidder is unlikely to rely solely on historical technical work, and will instead want to undertake their own engineering, cost and execution review on a bottom-up basis and look to validate the project based on their own approaches and expertise

Baffinland is not unique in its ability to pursue the Steensby expansion; a new owner with greater financial wherewithal and development expertise would likely be able to progress the financial, technical and execution workstreams more effectively

Note:
1. Nunatsiaq News ("Naujaat hunters want regulators to rethink Steensby approval") dated May 15, 2026 Nunavut News ("Baffinland mine expansion encounters opposition from hunters and trappers, environmental groups") dated May 15, 2026

Other Steensby considerations relating to the overall process

- **The Company's prior attempts to raise financing and sell an ownership interest have not resulted in positive outcomes**
  - In 2023, the Company launched a project financing process for Steensby which involved select export credit agencies, but failed to secure financing commitments[1]
  - [redacted]
  - Most recently, the Company was unable to complete a recapitalization of the Senior Notes[1,2]
  - These results suggest certain underlying challenges limiting the market's appetite to enter into a transaction with the Company
- **The incremental DIP costs associated with a longer SISP would be funding a speculative expansion opportunity that may not result in a value uplift that at a minimum offsets those costs**
  - The estimated incremental funding requirement is known and quantifiable, whereas the value enhancement (if any) is highly uncertain
  - Any incremental value attributable to pursuing the longer SISP would need to exceed the estimated peak additional DIP draw of US$[redacted] and associated interest expenses and fees
  - There remain numerous significant milestones and development risks that are uncertain to be resolved during this 18-month window, including key uncertainties relating to project funding, technical progress, and permitting, and the timing for their resolution is unknown at this time
  - A longer process also exposes stakeholders to additional geopolitical, commodity price, capital markets and other risks

Notes:
1. As per the Motion Record of Applicants dated June 3, 2026
2. The recapitalization transaction was not completed by the April 30, 2026 deadline established under Limited Waiver No. 2 to the Credit Facility
3. [redacted]

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Key takeaways

Summary takeaways

1. Rothschild & Co's desktop valuation analysis yields an enterprise value range of US$[redacted] for Baffinland's existing 4.35 Mwmtpa operations and the embedded optionality of organic growth associated with expansion projects (such as Steensby) and exploration assets

   - Relying on a company's book value of assets is not an acceptable approach for assessing the enterprise value of a business because book value is calculated by the application of accounting principles designed for standardized financial reporting rather than market-based methodologies designed to ascertain economic value

2. A sale process for Baffinland on an as-is, where-is basis should conclude approximately 12 months from process preparation – to the extent work on marketing materials has already been done, the timeline can be shortened

3. Buyers will likely be interested in the Steensby optionality that is embedded within Baffinland, but are highly unlikely to underwrite incremental value (i.e., increase their bids beyond the enterprise value range presented herein) for such optionality beyond what is already implied by market multiples

4. The Company's DIP Budget estimates that an 18-month process will cost US$[redacted] more than a 12-month process based on peak funding needs[1], plus the DIP interest expense and fees associated with such incremental funding. There is a high degree of risk that the extended timeframe will not yield an increase in value realized in the SISP in excess of such cost given the Steensby considerations noted herein, as well as the increased geopolitical, capital markets and commodity price risks associated with a longer timeline

Note:
[redacted]

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Appendix

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Sources

Information prepared by the Company

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

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1. Motion Record of the Applicants dated June 3, 2026
2. Affidavit of Celeste van Tonder sworn June 7, 2026
3. Factum of Oaktree Capital Management, L.P. and Hartree Partners, LP dated June 5, 2026
4. Factum of Oaktree Capital Management, L.P. and Hartree Partners, LP dated June 9, 2026
5. Supplement to the Second Report of the Monitor dated June 9, 2026

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4. Market and industry, financial, research reports, and company data available to us through our subscription with Mergermarket
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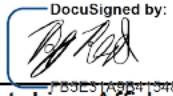
This is **Exhibit "B"** referred to in the
Affidavit of **MARCELO MESSER**,
affirmed before me this 15th day of June, 2026.

DocuSigned by:



A Commissioner for taking Affidavits in the Province of Ontario

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MARCELO MESSER

230 West 78th Street, Apt 7B
New York, NY 10024

(917) 969-8188
marcelo_messer@yahoo.com

EXPERIENCE

ROTHSCHILD, INC.

6/2008 – Present **Partner, Co-Head of N. America Restructuring & Liability Management** **New York, NY**

- Advised on dozens of restructurings including Cabinetworks, Raizen, Samarco, WOM Chile, Aeromexico, SunEdison, Azul, Abra, GOL, Albanesi, Avon, ILAP, Cengage, CEVA, Gildemeister, Arcade Beauty, Stoneway Capital, Seadrill, Alpha Natural Resources, Alpha Holdings, Huntsman, QGOG, OEC, Pilgrim's Pride, YRC, Unifin, Atento, GTAT, Univision, FGIC, Trident Resources, Ultra Petroleum, EXCO and others

MILLER MATHIS & CO.

2/2004 – 6/2008 **Vice President** **New York, NY**

- Advised on M&A in the Metals & Mining sector; clients included SeverStal, Wheeling Pittsburgh, Sicartsa, Fortescue, Kobe Steel, Essar Steel, Baosteel and Grupo Imsa
- Advised on restructurings including Atlas Air Cargo, NorthWestern Corp. and Stelco

MORGAN JOSEPH & CO.

4/2003 – 2/2004 **Associate, Restructuring Group** **New York, NY**

- Advised on restructurings including Rouge Steel, Kasper A.S.L., Horizon Natural Resources and RFB Cellular
- Left the firm with the co-heads of the Restructuring Group to found Miller Mathis & Co.

FINANCO, INC.

8/2002 – 4/2003 **Associate, Restructuring Group** **New York, NY**

- Advised on restructurings including James Cable and Duty Free Holdings
- Left the firm with the co-heads of the Restructuring Group to join Morgan Joseph & Co.

GLENCORE INTERNATIONAL

Summer 2001 **Financial Analyst, Structured Finance Division** **London, UK**

CREDIT SUISSE

1999 – 2000 **Analyst, Emerging Markets Group** **Buenos Aires, Argentina**

- Executed M&A deals for firms in the insurance, food and logistics sectors

1997 – 1999 **Analyst, Latin America Group** **New York, NY**

- Executed multiple M&A deals and 5 valuation opinions for Latin American companies

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EDUCATION

STANFORD UNIVERSITY GRADUATE SCHOOL OF BUSINESS

2000 – 2002 **Master of Business Administration** **Stanford, CA**

YALE UNIVERSITY

1993 – 1997 **B.A. in Economics *with distinction in the major*** **New Haven, CT**

- Graduated *summa cum laude*; elected to Phi Beta Kappa in 1996

ADDITIONAL

- Native Portuguese speaker; fluent Spanish

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This is **Exhibit "C"** referred to in the
Affidavit of **MARCELO MESSER**,
affirmed before me this 15th day of June, 2026.

DocuSigned by:

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A Commissioner for taking Affidavits in the Province of Ontario

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Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, AND 12334992 CANADA INC.

Applicants

ACKNOWLEDGMENT OF EXPERT'S DUTY

1. My name is Marcelo Messer. I live in New York City, in the State of New York.

2. I have been engaged by Stikeman Elliott LLP on behalf of its clients, Oaktree Capital Management L.P. and Hartree Partners LP (together the "**First Secured Lenders**") to provide evidence in relation to the above-noted court proceeding.

3. I acknowledge that it is my duty to provide evidence in relation to this proceeding as follows:

    a. to provide opinion evidence that is fair, objective and non-partisan;

    b. to provide opinion evidence that is related only to matters that are within my area of expertise; and

    c. to provide such additional assistance as the court may reasonably require, to determine a matter in issue.

4. I acknowledge that the duty referred to above prevails over any obligation which I may owe to any party by whom or on whose behalf I am engaged.

5. I certify that I am satisfied as to the authenticity of every authority or other document or record to which I have referred in the expert report accompanying this form, other than:

    a. documents and records provided to me by or on behalf of the First Secured Lenders and consisting of evidence or potential evidence in the court proceeding that I have analysed or interpreted in my report;

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b. authorities and other documents and records to which I have referred in my report only in order to address how another expert witness in the same court proceeding has used them in their report; and

c. the following authorities, documents and records, for which I have doubts as to their authenticity as detailed within my report: N/A

Date: June 14, 2026

Signed by:
Marcelo Messer
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Marcelo Messer

Docusign Envelope ID: AEDFF262-7C70-8125-83C6-160649A081E1

Court File No. CL-26-00000219-0000

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, AS AMENDED AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, AND 12334992 CANADA INC.

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF
MARCELO MESSER
(AFFIRMED JUNE 15, 2026)

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Barristers & Solicitors
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Counsel to Oaktree Capital Management L.P. and Hartree Partners LP

Tab 6

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, and 12334992 CANADA INC.

Applicants

AFFIDAVIT OF SANDRO CARISSIMO

I, Sandro Carissimo, of the City of New York, in the State of New York, MAKE OATH AND SAY:

1. I am a Partner at Brigade Capital Management, LP ("**Brigade**"), a global asset management firm with over US$30 billion in assets under management. I have been with Brigade since 2017, where I held the position of Analyst before becoming a Partner in January 2024. I have worked in the credit market industry for the past ten years and have specialized in the Energy and Metals and Mining sectors with Brigade for the past five years. For the past three years, I have overseen the management of Brigade's investment in the 8.75% Senior Secured Notes due 2026 (the "**Senior Secured Notes**") issued on June 27, 2018 by Baffinland Iron Mines Corporation ("**BIM Corp**") and Baffinland Iron Mines LP (together, "**Baffinland**").

2. I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out herein, I have stated the source of my information and, in all such cases, believe it to be true.

3. All amounts referenced herein are in United States Dollars unless otherwise specified.

I. BRIGADE'S FINANCIAL INVESTMENT IN BAFFINLAND AND INTEREST IN THESE CCAA PROCEEDINGS

4. Since June 2018, Brigade has held a direct financial interest in Baffinland, as well as an indirect financial interest in Nunavut Iron Ore, Inc. and 12334992 Canada Inc. (collectively, the "**Debtors**"), by way of the Senior Secured Notes issued by Baffinland.

5. Brigade currently holds approximately $110 million in face value of the Senior Secured Notes. Those Senior Secured Notes are held in investment funds and accounts that are managed by Brigade.

6. Brigade is a part of the ad hoc committee (the "**Ad Hoc Committee**") of holders of the Senior Secured Notes (the "**Senior Secured Noteholders**"). Collectively, the Ad Hoc Committee represents approximately 70% of the $575 million of outstanding Senior Secured Notes.

7. Brigade is also a party to the joint binding and actionable debtor in possession ("**DIP**") commitment that was jointly submitted by the Ad Hoc Committee along with Oaktree Capital Management, L.P. and Hartree Partners, L.P. (collectively, the "**Senior Secured Lenders**") on May 30, 2026 (the "**Senior Secured Lenders' DIP**") in the DIP solicitation process conducted in these CCAA proceedings. Brigade has committed to providing $30 million in DIP funding to the Debtors under the Senior Secured Lenders' DIP.

II. PRE-CCAA DISCUSSIONS & NEGOTIATIONS WITH THE COMPANY

a. Pre-Filing Sales Process

8. During 2025, Brigade was advised by the Debtors of their efforts to identify a potential transaction to sell all or a portion of the Debtors' assets or otherwise recapitalize their capital structure. Throughout this period, Brigade was repeatedly advised by the Debtors' representatives

that they were pursuing transaction terms that would provide for a full recovery to the Debtors' secured creditors, including the Senior Secured Noteholders.

9. During this period, Brigade advised the Debtors on multiple occasions that it was willing to work constructively with the Debtors on an extension of the Senior Secured Notes if required by the Debtors, so as to provide the Debtors with additional flexibility to identify an appropriate transaction.

10. Brigade was repeatedly informed throughout this period that a number of parties had expressed interest, and the Debtors were negotiating terms that would provide for full recovery to the Senior Secured Noteholders. Brigade was further informed that the Debtors expected to have one or more executed term sheets by December 2025 that would provide for approximately $1.5 billion in equity funding for the Debtors' refinancing and continuing operations. This was described to us as the equity component of a larger $5 billion capital raise, including an incremental $3 billion of already, verbally committed debt financing. Based on those representations, Brigade understood that the Debtors were progressing toward a transaction that would refinance secured creditors.

11. At this time, the Debtors also informed Brigade that the Government of Canada (the "**Government**") had expressed interest in providing a significant amount of the equity and debt capital required to fund the build out of the Steensby Railway and refinance existing indebtedness. The Debtors also advised that they preferred a transaction with the Government.

12. Ultimately, the Debtors did not announce a transaction of the kind described to Brigade.

b. Exchange Transaction Discussions; Rumours of A Filing

13. At the beginning of March 2026, Brigade was contacted by the Debtors with respect to a potential recapitalization transaction for the Senior Secured Notes (a "**Note Transaction**").

Brigade responded positively to this approach. I learned that other holders of the Senior Secured Notes were similarly contacted, and a number of those holders came together to form the Ad Hoc Committee to discuss a potential transaction with the Debtors. I participated in those discussions on behalf of Brigade.

14. From early March 2026 through mid-May 2026, the Ad Hoc Committee expended significant time and effort engaging with the Debtors with respect to a potential Note Transaction. The Ad Hoc Committee met with the Debtors' senior management, including Jowdat Waheed, the Chief Executive Officer of BIM Corp, and the Debtors' advisors, including Omar Davis of Odin Partnership ("**Odin**"), financial advisor to the Debtors. Brigade understood that these negotiations were being conducted in good faith with a focus on working towards identifying, negotiating and concluding a Note Transaction.

15. Multiple term sheets were exchanged during these negotiations, including a proposal put forward by the Ad Hoc Committee that did not require an immediate redemption of the Senior Secured Notes. Those term sheets are reflective of the Ad Hoc Committee's willingness to balance the Debtors' needs and preserve the value of the Senior Secured Notes while allowing the Debtors an opportunity to pursue a recapitalization.

16. While the discussions relating to the Note Transaction were proceeding, the Debtors informed Brigade that they had received multiple term sheets from well capitalized third parties to provide equity in a quantum sufficient enough to allow the Debtors to partially recapitalize (i.e., pay back) their current outstanding secured obligations and obtain an extension for any remaining outstand secured indebtedness.

17. In the second week in May, I and others working on the Note Transaction for members of the Ad Hoc Committee became aware of rumours in the marketplace that the Debtors were soliciting third parties for DIP financing and were planning a bankruptcy filing. To this point the

Debtors had not indicated to me or, to my knowledge, anyone working on the Note Transaction for the Ad Hoc Committee, that a filing was under consideration. Certainly, we were never asked whether the Senior Secured Noteholders or members of the Ad Hoc Committee were able to provide DIP financing.

18. In response to those rumours, I contacted the Debtors and Odin to find out whether those rumours were in any way true. I spoke to Mr. Waheed on April 10, 2026 and he told me that the Debtors were preparing for a restructuring proceeding solely as a "Plan B" option, but the Note Transaction remained the Debtors' primary focus. Subsequently, I also spoke to the Debtors' financial advisor, Mr. Davis, and he advised me that there was no expectation that the Debtors were going to commence restructuring proceedings.

19. On May 14, 2026, in light of the continuing market rumours, the Ad Hoc Committee counsel, Akin Gump Strauss Hauer & Feld, LLP, wrote to the Board of Directors of BIM Corp (the "**May 14 Letter**"). A copy of the May 14 Letter is attached hereto as **Exhibit "A"**.

20. The May 14 Letter states in part:

> The Ad Hoc Noteholder Group remains fully committed to finalizing and implementing the Exchange Transaction on mutually agreeable terms. We understand, however, that the Company may be facing liquidity and other challenges as it works to finalize the Exchange Transaction documentation. Accordingly, if the Company is considering pivoting to an insolvency filing notwithstanding these months of good-faith negotiations, the Board should understand that the Ad Hoc Noteholder Group is ready, willing and able to provide capital solutions both out-of-court and, if necessary, in an insolvency proceeding.
>
> To that end, in addition to our continued commitment to consummating the Exchange Transaction, the Ad Hoc Noteholder Group is willing and able to refinance immediately one or both of the debt facilities under the (i) credit agreement [with] Export Development Canada, as lender and (ii) revolving credit agreement dated as of May 26, 2017 [with Oaktree Capital Management L.P. and Hartree Partners, LP], in each case, to the extent that the Company concludes that refinancing either or both of those facilities would be helpful to its overall restructuring efforts.

> […] The Ad Hoc Noteholder Group is therefore also willing and able to provide immediate access to additional liquidity to support the Company's operations and provide the Company with enhanced runway—outside of a formal insolvency proceeding or, if necessary, through an in-court financing or other capital solution—to implement the Exchange Transaction (or other Transaction acceptable to the parties), address its near-term maturities and position the businesses for success moving forward. […]

21. The May 14 Letter was immediately followed by the delivery of three term sheets to the Debtors' counsel to promptly effect the transactions proposed in the May 14 Letter and described in the above quotation. Those transactions included the potential pay-out of the debt owing to Export Development Canada ("**EDC**").

22. The Debtors did not respond to the May 14 Letter or the related term sheets. I understand that the Debtors and EDC declined to engage in any discussions on those term sheets.

23. On May 15, 2026 (the "**Filing Date**"), the Ad Hoc Committee was notified that the Debtors had served materials, at 5:06 a.m., for an application under the *Companies' Creditors Arrangement Act* ("**CCAA**"), returnable that same day.

24. Given the lack of notice provided to the Ad Hoc Committee, the repeated prior representations that no filing was expected, and the fact that negotiations were still ongoing, Brigade was blindsided by the Debtors' decision to commence these CCAA proceedings on a no-notice basis.

c. Lack of Pre-Filing Discussions

25. Notwithstanding the extensive engagement described above, the Debtors did not engage with the Ad Hoc Committee to solicit potential DIP financing prior to the Filing Date

26. I have reviewed the Affidavit of Celeste van Tonder sworn June 3, 2026, prepared in connection with these CCAA proceedings. In that affidavit she states that the members of the Ad

Hoc Committee were not approached for DIP financing because the Debtors were, at that time, pursuing efforts with the Ad Hoc Committee to recapitalize the Senior Secured Notes.

27. That statement is, with respect, unbelievable. There is nothing that would prevent the Debtors and the Ad Hoc Committee from discussing the Note Transaction and potential DIP financing at the same time. Brigade regularly participates in restructuring discussions with debtors where alternative transactions are discussed at the same time. There was no reason that the Debtors could not have engaged in parallel discussions with the Ad Hoc Committee regarding providing potential DIP financing while continuing to work towards a Note Transaction. In my experience, those workstreams can, and regularly do, proceed at the same time when dealing with highly sophisticated parties, such as the Ad Hoc Committee.

28. Further, in my experience, it would be expected for debtors considering a restructuring proceeding and DIP financing to engage with their current largest secured creditors to solicit interest from them in providing DIP financing.

29. Brigade has extensive experience with DIP financings in comparable restructuring proceedings and has both the ability and willingness to provide substantial capital solutions to the Debtors if asked to do so. Further, as I note above, the Ad Hoc Committee had repeatedly expressed its willingness to work alongside the Debtors while they pursued a recapitalization transaction.

30. The failure on the part of the Debtors to engage with its largest secured creditor group, and to offer the thinnest of excuses for not doing so, causes Brigade to conclude that the Debtors' decision to exclude the Ad Hoc Committee from any of these pre-filing discussions was deliberate and intentional, and suggests that the Debtors had already chosen a lender that they wanted to use during the CCAA proceedings.

III. THE GOVERNMENT DIP FACILITY

a. Market Impact of the Government DIP Facility[1]

31. As I note above, Brigade managed funds and accounts hold approximately $110 million in principal value of the Senior Secured Notes. As such, Brigade closely monitors the trading market for the Senior Secured Notes and has continued to do so since the Debtors' commencement of these CCAA proceedings.

32. Prior to the Filing Date, the Senior Secured Notes were trading at a valuation in the mid- to high-90% of face value (i.e., close to par), which I believe reflected a broad market expectation that the Debtors would either complete a transaction that resulted in recovery for the Senior Secured Notes or pursue a consensual transaction such as the Note Transaction being discussed. This objective was confirmed to the Senior Secured Noteholders and others by disclosure from the Debtors on April 15, 2026 that they were nearing completion of an exchange transaction for the Senior Secured Notes. Those statements were consistent with Brigade's understanding of the progress that was being made towards a Note Transaction.

33. Following the Filing Date, despite our view and the markets view that substantial asset value exists, the trading value of the Senior Secured Notes declined to the 50–70% range. That depreciation is consistent with our typical market experience and could be reflective of the market's general uncertainty of the trading value of debt issued by a company that has unexpectedly entered restructuring proceedings.

34. Following service of the Debtors' motion materials seeking approval of the DIP facility with the Government (the "**Government DIP Facility**") on June 4, 2026, the trading value of the Senior Secured Notes fell to approximately 30–40% of face value. In my experience, this is a severe

[1] Being the DIP financing proposal served by the Debtors on June 4, 2026.

reaction in the circumstances of the Debtors. Given that there was no other announcement or information regarding the Debtors at that time, I would conclude that the Government DIP Facility announcement was the primary cause of that fall in trading value.

35. I do not know what is in the mind or judgment of others trading in notes such as those of the Debtors, but I can say as someone experienced in such trading that the elements of the Government DIP Facility that could provoke such a reaction are (a) its size in relation to the secured debt, and (b) the fact that the DIP was being provided by the Government and not the secured creditors. A trader looking at those factors could reasonably conclude that if the Government DIP Facility was approved, the Debtors would be burdened with excessive levels of priming debt that would materially erode the value of the collateral available for recovery for existing secured creditors, including holders of the Senior Secured Notes.

36. In my view, if the Debtors had chosen to pursue the Senior Secured Lenders' DIP, the market might not have reacted as violently. I believe the market would have viewed the Senior Secured Lenders' DIP for what it is: DIP financing put forward by a consortium of pre-existing secured creditors that were focused on protecting their collateral. Concerns of overfunding under the Senior Secured Lenders' DIP would also have been significantly lessened, as it provided funding for the forecasted liquidity requirements of the Debtors for twelve months.

b. Purpose of the Government DIP Facility – Not an Economic Actor

37. The Government of Canada and EDC have never disclosed their intentions for providing the Government DIP Facility. In these circumstances, Brigade has material concerns that the Government DIP Facility is being sought for reasons other than to protect EDC's relatively small secured position. For instance, the intention may be to use the Government DIP Facility as a strategic mechanism to acquire the assets and/or operations of the Debtors at a significant discount to their actual market value. The structure of the Government DIP Facility is consistent with those concerns. There are a number of reasons for this view.

38. First, as reported to the Ad Hoc Committee by the Debtors, is the fact that in 2025, the Debtors were seeking $1.5 billion in equity from potential purchasers, including the Government. If a $475 million Government DIP Facility can be used to acquire the company instead, the Government will acquire the company for $1 billion less, while eroding or eliminating the security of the secured creditors.

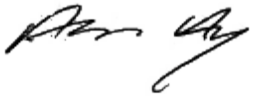
39. Second, the size of the Government DIP Facility exceeds what is necessary and appropriate in the circumstances. It is not reflective of a DIP structure that is intended to provide a debtor company with only necessary liquidity to continue operations during the CCAA proceedings and preserve value. It instead has significant capital expenditure components that are unusual in a restructuring financing.

40. Third, it is clear that this is a Government DIP and not an EDC DIP. EDC holds a minor amount of the second ranking debt. It would be unusual for a secured creditor owed $75 million (as EDC is owed) to provide $475 million in funding solely to protect that investment. Further, were EDC acting as a commercially motivated lender, it would have typically sought to participate jointly with the Senior Secured Lenders to advance a DIP facility for the Debtors (which it did not).

41. There are therefore real concerns that the Government DIP Facility is being used for reasons other than to preserve the value of EDC's collateral during a restructuring. The pre-filing interest from the Government, and the Debtors having identified the Government as their preferred transaction counterparty heighten those concerns.

42. Brigade and the members of the ad-hoc committee are very supportive of the Debtors. We view the underlying asset as having significant potential. We are simply concerned that the rush into CCAA and the overly large Government DIP Facility impair collateral value and substantially prejudice all creditors.

SWORN BEFORE ME by video conference on this 14th day of June, 2026. The affiant was located in the City of New York, in the State of New York, and I was located at the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.

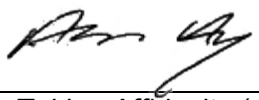


Commissioner for Taking Affidavits
(or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

SANDRO CARISSIMO

This is Exhibit "**A**" referred to in the Affidavit of Sandro Carissimo, affirmed June 14, 2026. The affiant was located in the City of New York, in the State of New York, and I was located in the City of Toronto, in the Province of Ontario. This affidavit was commissioned remotely in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



Commissioner for Taking Affidavits (or as may be)

Commissioner Name: Alec Hoy
Law Society of Ontario Number: 85489K

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May 14, 2026

The Board of Directors of Baffinland Iron Mines Corporation
c/o John E. Estes, Esq.
Sullivan & Cromwell LLP
125 Broad Street
New York, New York 10004-2498
Email: estesj@sullcrom.com

c/o Robin B. Schwill, Esq.
Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto ON M5V 3J7
Canada
Email: rschwill@dwpv.com

Re: Baffinland Iron Mines Corporation, *et al.*

Dear Members of the Board of Directors:

We write on behalf of an ad hoc group (the "**Ad Hoc Noteholder Group**") comprised of one or more beneficial holders (or investment managers or advisors to beneficial holders) of those certain 8.750% senior secured notes due 2026 (the "**Notes**") issued by Baffinland Iron Mines Corporation ("**Baffinland**") and Baffinland Iron Mines LP ("**BIM LP**" and, together with Baffinland and their direct and indirect subsidiaries, the "**Company**"). As you know, Akin Gump Strauss Hauer & Feld LLP ("**Akin**") has been engaged as counsel to the Ad Hoc Noteholder Group in connection with the negotiation and documentation of one or more potential transactions involving the Notes, including, without limitation, a financing, refinancing, recapitalization, tender offer, exchange offer and/or restructuring of the Notes (each, a "**Transaction**"), and more specifically with respect to the proposed exchange transaction (the "**Exchange Transaction**") contemplated by that certain term sheet, offering memorandum and related documentation currently being negotiated by the Company and the Ad Hoc Noteholder Group. We write this letter to (i) reiterate the Ad Hoc Noteholder Group's desire to work constructively with the Company and its other stakeholders to finalize and implement the Exchange Transaction, or another out-of-court Transaction to be implemented on mutually acceptable terms, (ii) advise the Board of the Ad Hoc Noteholder Group's concerns regarding the Company's engagement (or lack thereof) in recent weeks and the increasing rumors that the Company intends to pivot away from its pending discussions with the Ad Hoc Noteholder Group and commence a formal insolvency proceeding and (iii) inform the Company of the Ad Hoc Noteholder Group's immediate willingness to (a) refinance certain of the Company's outstanding debt and (b) provide supplemental liquidity to enable the Company to meet its pressing obligations in order to alleviate any pressure the Company may be feeling to commence a near-term proceeding, in each case as set forth in more detail below.

For months, the Ad Hoc Noteholder Group and its advisors have engaged in good faith with the Company and its advisors in reliance on the Company's continued participation in the negotiation and documentation of the Exchange Transaction, and the Ad Hoc Noteholder Group has devoted substantial time, resources and capital-planning efforts towards the consummation of such Transaction (or any other Transaction to be agreed to by the parties). The Ad Hoc Noteholder Group remains fully committed to finalizing and implementing the Exchange Transaction on mutually agreeable terms. We understand, however, that the Company may be facing liquidity and other challenges as it works to finalize the Exchange Transaction documentation. Accordingly, if the Company is considering pivoting to an insolvency filing notwithstanding these months of good-faith negotiations, the Board should understand that the Ad Hoc Noteholder Group is ready, willing and able to provide capital solutions both out-of-court and, if necessary, in an insolvency proceeding.

To that end, in addition to our continued commitment to consummating the Exchange Transaction, the Ad Hoc Noteholder Group is willing and able to refinance immediately one or both of the debt facilities under the (i) credit agreement dated as of October 7, 2022 (as amended pursuant to an amendment dated September 27, 2023, an amendment dated March 26, 2024, an amendment dated May 27, 2025 and an amendment dated November 24, 2025, the "**EDC Credit Agreement**"), among Baffinland and BIM LP, as borrowers and Export Development Canada, as lender and (ii) revolving credit agreement dated as of May 26, 2017 (as amended by the first amendment dated June 27, 2018, the second amendment dated October 25, 2019, the third amendment dated February 14, 2022, the fourth amendment dated March 26, 2024, the fifth amendment dated May 27, 2025 and the sixth amendment dated November 24, 2025, as further amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Credit Agreement**"), among Baffinland and BIM LP, as borrowers, the several lenders from time to time party thereto, Alter Domus (US) LLC, as administrative agent and Wilmington Trust, National Association, as the collateral agent, in each case, to the extent that the Company concludes that refinancing either or both of those facilities would be helpful to its overall restructuring efforts. We expect the Company and its advisors to engage with the Ad Hoc Noteholder Group on such potential refinancing (or refinancings) before the Company initiates any in-court restructuring proceedings, particularly given the months of good-faith negotiations and the Ad Hoc Noteholder Group's reliance on the negotiations surrounding the Exchange Transaction.

Relatedly, the Ad Hoc Noteholder Group believes that the Company may be facing liquidity constraints that are impeding its ability to operate in the ordinary course and perform its contractual obligations. The Ad Hoc Noteholder Group is therefore also willing and able to provide immediate access to additional liquidity to support the Company's operations and provide the Company with enhanced runway—outside of a formal insolvency proceeding or, if necessary, through an in-court financing or other capital solution—to implement the Exchange Transaction (or other Transaction acceptable to the parties), address its near-term maturities and position the businesses for success moving forward. The Ad Hoc Noteholder Group's members are actively coordinating so that they can move quickly and present any proposal in a unified and executable manner.

Finally, we understand that the Company may be considering commencing a proceeding under the Companies' Creditors Arrangement Act ("**CCAA**") in Canada. Before the Company initiates any in-court process, the Company and its advisors should engage directly with the Ad Hoc Noteholder Group regarding the financing, refinancing and recapitalization alternatives that the Ad Hoc Noteholder Group is ready to provide. If the Company is contemplating a CCAA proceeding, we ask that the Ad Hoc Noteholder Group through its counsel (on a confidential basis) be provided with no less than 24 hours' written notice of the scheduled hearing or case conference as well as drafts of the proposed initial order and application record to enable the Ad Hoc Noteholder Group and its advisors to review and comment on the proposed order prior to service and make arrangements to participate meaningfully at the initial hearing. We would anticipate that, under such circumstances, the Company would not be seeking approval of a debtor-in-

possession ("**DIP**") financing at any initial or comeback hearing given that, among other things, the Ad Hoc Noteholder Group has not been solicited or invited to participate in any competitive DIP process to date. In that regard, please advise us if the Company and/or any of its advisors (including FTI Consulting as proposed Monitor) has solicited interest in DIP financing proposals from any other stakeholders and/or third parties and, if so, when that solicitation (formal or informal) commenced, what the proposed terms solicited for DIP financing were and what proposals have been received, if any. If the Company does intend to commence a CCAA proceeding and seek approval of DIP financing, we expect that the Company will seek approval of a fair, transparent and competitive DIP financing solicitation process whereby all secured creditors will be provided equal access to information to support the Company's proposed financing needs and have an equal opportunity to submit proposals on a reasonable timeline. While the Ad Hoc Noteholder Group has not been approached by the Company to submit a DIP proposal, it is prepared to provide DIP financing should the Company determine to file a CCAA proceeding notwithstanding the contents of this letter.

The Ad Hoc Noteholder Group and each of its members reserve all rights and remedies they may have now or in the future, and neither failure to exercise nor delay in exercising any such right or remedy shall constitute or should be construed as a waiver, release, forbearance, amendment or modification unless expressly stated otherwise.

We look forward to engaging immediately on the initiatives outlined in this letter and working with the Company to address its imminent liquidity and maturity concerns in a manner mutually acceptable to the Company and the Ad Hoc Noteholder Group before the Company takes any action that would prejudice the Ad Hoc Noteholder Group's rights or foreclose the capital solutions the Ad Hoc Noteholder Group is ready to provide. The Ad Hoc Noteholder Group and its professionals are available to discuss the issues raised herein with the Company and its advisors immediately. Please ensure that a copy of this letter is provided to the Company's Board of Directors post-haste.

Very truly yours,

/s/ Ira S. Dizengoff

Ira S. Dizengoff

cc: Ad Hoc Noteholder Group
Meredith Lahaie, Esq.
Ryan Jacobs, Esq. & Tim Pinos, Esq., Cassels Brock & Blackwell LLP

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, and 12334992 CANADA INC.

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

AFFIDAVIT OF SANDRO CARISSIMO

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Lawyers for the First Secured Lenders

Tab 7

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE	)	TUESDAY, THE 30TH
	)	
MADAM JUSTICE STEELE	)	DAY OF JUNE, 2026

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 NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, AND 12334992 CANADA INC.

ORDER
(DIP FINANCING)

THIS MOTION, made by the ad hoc committee of the 8.750% senior secured notes due 2026 (the "**Ad Hoc Committee**") and Oaktree Capital Management, L.P. and Hartree Partners, LP (together, the "**First Secured Lenders**" and collectively with the Ad Hoc Committee, the "**Senior Secured Lenders**") was heard this day by judicial videoconference via Zoom at 330 University Avenue, Toronto, Ontario.

ON READING the Cross-Motion of the Senior Secured Lenders, including the Affidavit of Joshua Gordon sworn June 4, 2026, the Affidavit of Joshua Gordon sworn June 9, 2026, the Affidavit of David Nicoll sworn June 14, 2026, the Affidavit of Sandro Carissimo sworn June 14, 2026 (the "**Carissimo Affidavit**") and the Affidavit of Marcelo Messer sworn June 15, 2026, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants and Baffinland Iron Mines LP (collectively, the "**Debtors**" and each a "**Debtor**"), counsel for the Monitor, counsel for the First Secured Lenders, counsel for the Ad Hoc Committee and such other counsel and parties as listed on

the Participant Information Form, with no one else appearing although duly served as appears from the lawyer's certificate of service, filed:

SERVICE AND DEFINITIONS

1. **THIS COURT ORDERS** that the manner and time for service of the Notice of Motion and the Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

2. **THIS COURT ORDERS** that capitalized terms used but not defined in this Order shall have the meanings given to them in the Carissimo Affidavit, and that any words importing the singular include the plural and vice versa.

EFFECTIVE TIME

3. **THIS COURT ORDERS** that, for the purposes of this Order, "Effective Time" shall mean the date and time at which the Monitor serves on the Service List a certificate substantially in the form attached hereto at Schedule "A" (the "**Monitor's Funding Certificate**") certifying that the Monitor has received written confirmation that Barclays Bank PLC, in its capacity as Fronting Lender (as defined in the DIP Agreement), has initiated an advance in an amount sufficient to repay in full the outstanding obligations under the Government DIP Facility pursuant to the terms thereof and as such facility was authorized pursuant to the endorsement of the Court dated June 11, 2026 (the "**June 11 Endorsement**"), to either (i) the Debtors (who shall apply such funds in accordance with paragraph 7 of this Order) or (ii) the Government, as interim lender, pursuant to a flow of funds direction to be delivered by the Debtors to the Senior Secured Lenders in accordance with paragraph 7 of this Order.

4. **THIS COURT ORDERS** that all matters and actions that are authorized, directed or deemed under this Order to occur upon the Effective Time shall be deemed to occur simultaneously on the Effective Time irrespective of the actual time such matters or actions occurred.

APPROVAL OF SENIOR SECURED LENDERS' DIP

5. **THIS COURT ORDERS** that, effective upon and following the Effective Time, paragraphs 35, 36 and 39 of the Second Amended and Restated Initial Order dated June 11, 2026 (the "**SARIO**") shall be deleted and replaced with:

> 35. **THIS COURT ORDERS** that the Debtors are hereby authorized and empowered to obtain and borrow or guarantee, as applicable, a senior secured, super-priority, debtor-in-possession, interim, revolving credit facility under a DIP Facility Loan Agreement dated as of June ●, 2026 (as may be amended, restated, supplemented and/or modified from time to time, the "**DIP Agreement**") from Brigade Capital Management, LP, Polen Capital Credit, LLC, Opps XII BLIM Holdings, L.P. and Hartree Partners, LP, with [Wilmington Trust, National Association] as DIP Agent and Barclays Bank PLC as Fronting Lender (each as defined in the DIP Agreement) (collectively, the "**DIP Lender**"), in order to finance the Debtors' working capital requirements, other general corporate purposes and capital expenditures, and other amounts permitted under the DIP Agreement, provided that borrowings under such credit facility shall not exceed the maximum principal amount of US$300 million, unless permitted by further Order of this Court.
>
> 36. **THIS COURT ORDERS** that such credit facility shall be on the terms and subject to the conditions set forth in the DIP Agreement attached as Exhibit "●" to the ● Affidavit dated June ●, 2026.
>
> 39. **THIS COURT ORDERS** that, notwithstanding any other provision of this Order:
>
> (a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Charge or any of the Definitive Documents;
>
> (b) upon the occurrence of an event of default under the DIP Agreement, which is continuing on the date which is 5 business days after the Debtors have received written notice of such event of default from the DIP Lender, the DIP Lender may in its discretion, exercise any and all of its rights and remedies against the Debtors or the Property under or pursuant to the DIP Agreement, Definitive Documents and the DIP Charge, including without

limitation, to terminate the DIP Agreement and cease making advances to the Debtors and set off and/or consolidate any amounts owing by the DIP Lender to the Debtors against the obligations of the Debtors to the DIP Lender under the DIP Agreement, the Definitive Documents or the DIP Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Debtors and for the appointment of a trustee in bankruptcy of the Debtors; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Debtors or the Property.

6. **THIS COURT ORDERS** that, for greater certainty, (i) for the purposes of this Order (including paragraph 7 of this Order), up to the Effective Time, all references to the DIP Lender, the DIP Agreement and the Definitive Documents shall continue to have the meanings given to those terms in the SARIO in effect as of the date of this Order and (ii) from and following the Effective Time, the DIP Lender (as defined in paragraph 5 of this Order), shall enjoy all of the protections and benefits set out in the SARIO in favour of the DIP Lender, including the DIP Charge, which shall secure all obligations under the DIP Agreement and the Definitive Documents.

REPAYMENT OF OBLIGATIONS UNDER GOVERNMENT DIP

7. **THIS COURT ORDERS** that, upon the Effective Time, the Debtors are hereby authorized and directed to repay all obligations outstanding to the Government under the Government DIP Facility and the Definitive Documents related thereto in accordance with the terms thereof and the June 11 Endorsement (as applicable), from (i) cash on hand in the Debtors' bank accounts and/or (ii) amounts advanced pursuant to the Senior Secured Lenders' DIP, in full and final satisfaction of all obligations of the Debtors owed to the Government under the Government DIP Facility and the related Definitive Documents.

GENERAL

8. **THIS COURT ORDERS** that the Monitor, its counsel and other agents are hereby authorized to take all necessary steps and actions to effect each of the payments and distributions in accordance with the provisions of this Order from time to time, and shall not incur any liability as a result of making any such payments or distributions.

9. **THIS COURT ORDERS** that notwithstanding anything else contained in this Order, each of the payments and distributions provided for in this Order shall be made free and clear of all security interests (whether contractual, statutory, or otherwise), hypothecs, mortgages, trusts or deemed trusts (whether contractual, statutory, or otherwise), liens, executions, levies, charges, or other financial or monetary claims, whether or not they have attached or been perfected, registered or filed and whether secured, unsecured or otherwise, including, without limiting the generality of the foregoing: (i) any encumbrances or charges created by the SARIO or any other Orders made in these proceedings; and (ii) all charges, security interests, liens, trusts, or claims evidenced by registrations pursuant to the *Personal Property Security Act* (Ontario) or any other personal property or real property registry system.

10. **THIS COURT ORDERS** that, notwithstanding:

(a) the pendency of these proceedings;

(b) any motions or applications for a bankruptcy order now or hereafter issued pursuant to the *Bankruptcy and Insolvency Act* (Canada) in respect of any of the Applicants and any bankruptcy order issued pursuant to any such application; and

(c) any assignment in bankruptcy made in respect of the Applicants,

any payment or distributions made pursuant to this Order are final and irreversible and shall be binding on any trustee in bankruptcy that has or may be appointed in respect of any of the Applicants and shall not be void or voidable by creditors of such entity, nor shall it constitute nor be deemed to be a fraudulent preference, assignment, fraudulent conveyance, transfer at undervalue, or other reviewable transaction under the *Bankruptcy and Insolvency Act* (Canada) or any other applicable federal or provincial legislation, nor shall they constitute oppressive or unfairly prejudicial conduct pursuant to any applicable federal or provincial legislation.

11. **THIS COURT ORDERS** that this Order shall have full force and effect in all provinces and territories in Canada.

12. **THIS COURT ORDERS** that this Order and all of its provisions are effective as of 12:01 a.m. (Eastern Time) on the date of this Order without the need for entry or filing.

_____

Schedule A – Form of Monitor's Funding Certificate

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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 NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, AND 12334992 CANADA INC.

MONITOR'S FUNDING CERTIFICATE

RECITALS

A. Pursuant to an Order of the Honourable Justice Conway of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") dated May 15, 2026, FTI Consulting Canada Inc. was appointed as the monitor (the "**Monitor**") of the Applicants and Baffinland Iron Mines LP (together, the "**Debtors**").

B. On June 11, 2026, the Court granted the Second Amended and Restated Initial Order of this Court (the "**SARIO**").

C. Pursuant to an Order dated June 30, 2026 (the "**DIP Replacement Order**"), the Court, among other things, authorized and directed the Debtors to repay all obligations outstanding to the DIP Lender (as defined in the SARIO as of the date of the DIP Repayment Order) under the DIP Agreement and the Definitive Documents (each as defined in the SARIO as of the date of the DIP Repayment Order) in full and final satisfaction of all obligation of the Debtors owed to the DIP Lender under the DIP Agreement and the Definitive Documents.

THE MONITOR CERTIFIES the following:

1. The Monitor has received written confirmation that Senior Secured Lenders (as defined in the DIP Replacement Order) have initiated an advance in an amount sufficient to repay the amounts outstanding under the DIP Agreement and the Definitive Documents in full, to either (i) the Debtors (who shall apply such funds in accordance with paragraph 7 of the DIP Replacement Order) or (ii) the DIP Lender, as interim lender, pursuant to a flow of funds direction to be delivered by the Debtors to the Senior Secured Lenders in accordance with paragraph 7 of the Replacement DIP Order;

This Certificate was delivered by the Monitor at _____ [TIME] on _____ [DATE].

FTI CONSULTING CANADA INC., in its capacity as Court-appointed Monitor of the Debtors and not in its personal capacity

Per: _____

Name:

Title:

I have authority to bind the monitor.

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, and 12334992 CANADA INC.

Court File No. CL-26-00000219-0000

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(DIP Financing)

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

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF NUNAVUT IRON ORE, INC., BAFFINLAND IRON MINES CORPORATION, and 12334992 CANADA INC.

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SUPERIOR COURT OF JUSTICE
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PROCEEDING COMMENCED AT
TORONTO

JOINT RESPONDING AND CROSS-MOTION RECORD (DIP Financing)

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