
UNITED SE

E

E

TABLE OF CON

TABLE OF CONTENTS

(continued)

	Page
3.9 Transfer Free and Clear	13
ARTICLE 4 RIGHTS OF DISSENT	14
4.1 Dissent Rights	14
ARTICLE 5 GENERAL	15
5.1 Paramountcy	15
5.2 Amendment	15
5.3 Further Assurances	16

transactions contemplated by this Arrangement Agreement and such advice is satisfactory to Parent, acting reasonably, and has not been rescinded;

“Confidentia

waivers, early r

“

capacity as officers of Parew be

2.10 **List of Securityholders**

The Company shall provide Parent with a list (in both written and electronic form) of the registered Thompson Securit

may have at any time (whether actual or c c r b o f b o w

Warrantholder, the number of Thompson Shares vested and unvested pursuant to the Thompson Options or Thompson Warrants, as applicable, and (II) with respect

benefits or (C) subject to the governmental filings and other matters

(i) with respect

case before any court, board or other tribunal with

reserve, in accordance with Canadian GAA

exercising regulatory authority in respect of any taxes; and (C) “**tax return**” means any returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto made, prepared, filed or required to be made, prepared or filed in respect of taxes.

(n) Real Property.

(i) With respect

agreements has been assigned by Thompson or its affiliates in favour o

know

property, leases, licenses or claims and all property, leases, licenses or claims in which Thompson and its Material Subsidiaries have any interest or right have been validly located and recorded in accordance with all applicable Laws and are valid and subsisting, Thompson and its Material Subsidiaries have all surface rights, subsurface and underground rights, access rights and other necessary rights and interest relating to the properties in which Thompson or any of its Material Subsidiaries has an interest ~~K~~ights a of it M

- (aa) Restrictions on Business Activities. There is no agreement, judgment, injunction, order or decree binding upon Thompson or ~~for ti piinaiest P~~ ^{OSUMPS}

the other transactions contemplated by this Arrangement Agreement and the compliance by Parent with the provisions of this Arrangement Agreement have been duly authorized by all necessary corporate action on the part

transaction or in a series of related transactions, any assets of Thompson or its Subsidiaries; (ii) acquire (by merger, amalgamation, consolidation or m

Corporate Finance in structuring, planning and implementing any reorganization (including for tax purposes)

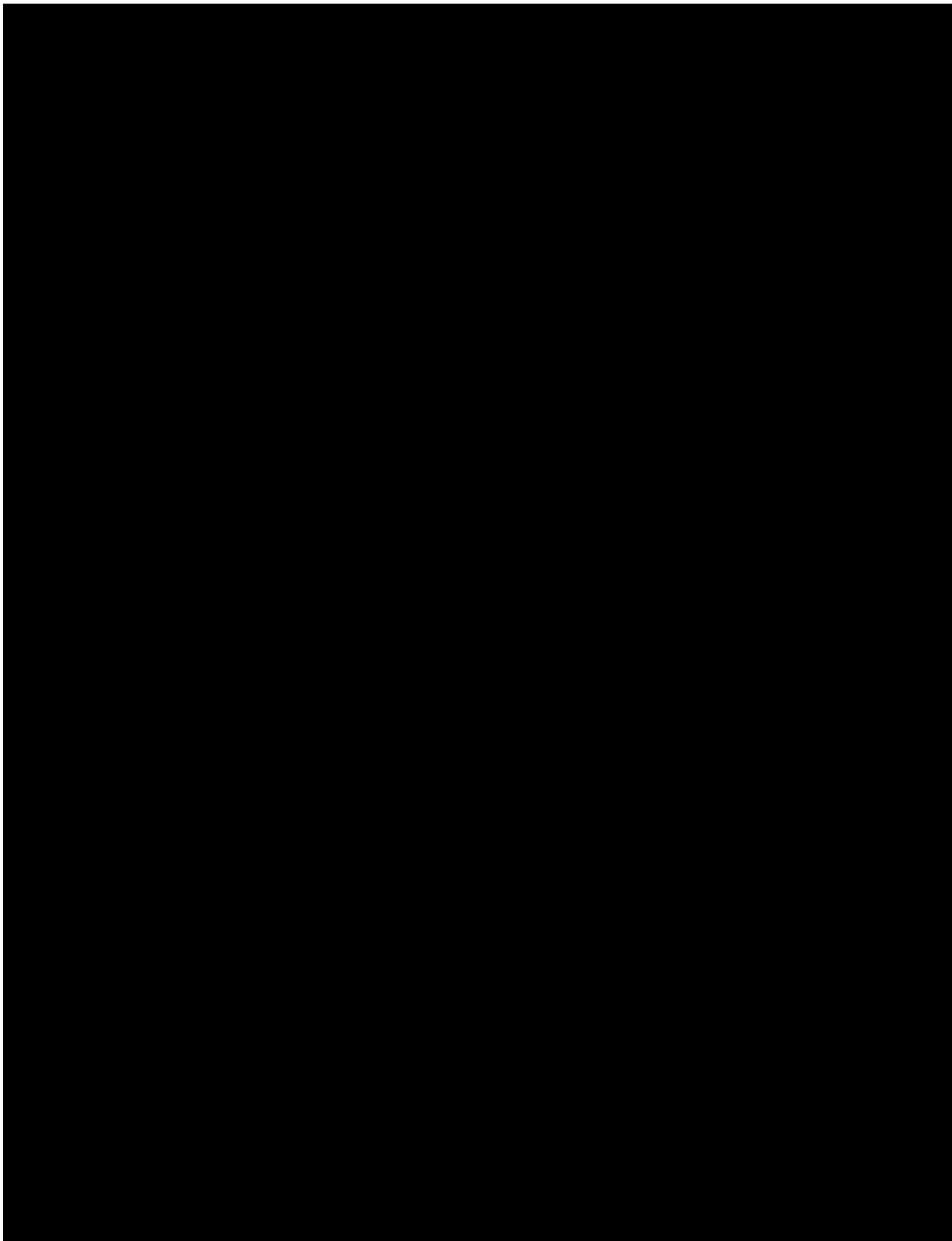


EXHIBIT A

ARRANGEMENT RESOLUTCUTT "

“**Out-Of-The-Money Thompson Warrant**” means a Thompson Warrant that is not an In-The-Money Thompson Warrant;

“**Parent**” means Cliffs Natural Resources Inc., a corporation incorporated under the laws of the State of Ohio;

“**Parties**” means Thompson and Parent, and “**Party**” means either of them;

“**Person**” includes an individual, limited or general partnership, limited liability i i i i i i

the by-laws of Thompson and such additional documents and instruments as the Depositary may reasonably require

only the right to receive in exchange therefor the Quinto Consideration which the holder of such certificate is entitled to receive in his or her own right.

EXHIBIT C

REGOR RR ER / E " / I

This exhibit is an English only version of the document. The original document contains Chinese translations of the English text.

SUPPORT AGREEMENT

January 11, 2011

WUHAN IRON AND STEEL (GROUP) CORPORATION (the "Shareholder")

In

4. **Shareholder Obligations**

- (a) The Shareholder hereby represents and warrants to Cliffs and covenants in favour of Cliffs that until the termination of this Agreement in accordance with Section 4, the Shareholder w

appointing such person designated by Cliffs to attend and act t t t bt

Attenti i i t i t' š t

as possible in a mutua

