

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

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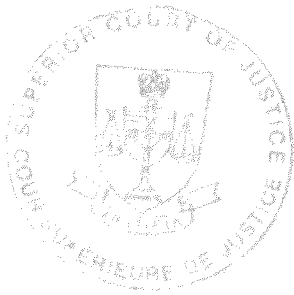
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FRIDAY, THE 9th

JUSTICE WILTON-SIEGEL

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DAY OF OCTOBER 2015



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 WITH RESPECT TO
U. S. STEEL CANADA INC.

(the "**Applicant**")

CASH CONSERVATION AND BUSINESS PRESERVATION ORDER

THIS MOTION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of William E. Aziz sworn September 17, 2015 (the "**Aziz Affidavit**"), the supplemental affidavit from William E. Aziz sworn September 28, 2015 (the "**Aziz Supplemental Affidavit**"), the affidavit of William E. Aziz sworn October 7, 2015, and the reports dated August 31, 2015, September 22, 2015, October 2, 2015 and October 7, 2015 of Ernst & Young Inc. in its capacity as the monitor of the Applicant (the "**Monitor**"), and on hearing the submissions of counsel for the Applicant, the Monitor, and such other counsel as were present, no other person appearing although duly served as appears from the affidavit of service of Sharon Kour sworn September 17, 2015, the affidavit of service of Stephen Fulton sworn September 28, 2015 and the affidavit of service of Kelly Peters sworn September 30, 2015.

SERVICE

1. THIS COURT ORDERS that the 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.

DEFINITIONS

2. The following terms shall have the meanings ascribed thereto:

- (a) “**Initial Order**” means the order of Morawetz R.S.J. dated September 16, 2014 as amended and restated from time to time.
- (b) “**Normal Cost Contributions**” means normal cost contributions, if any, determined in accordance with the general funding regime of the *Pension Benefits Act* (Ontario) and Regulation 909 thereunder.
- (c) “**OPEB Claim**” means any claim of any former salaried or unionized employee, a surviving spouse of a deceased former salaried or unionized employee, or any other Person, under or in relation to the OPEB Plan.
- (d) “**OPEB Plan**” means the post-employment benefit plan maintained by the Applicant, including, without limiting the generality of the foregoing, (i) prescription drugs, dental, other medical, hospital and vision benefits for eligible former salaried and unionized employees of the Applicant and their eligible spouses and dependents, which benefits are administered through Green Shield Canada (“**Green Shield**”) on an administrative service only basis with the Applicant, but (ii) excluding life insurance benefits for former salaried and unionized employees of the Applicant provided pursuant to a group insurance

policy between the Applicant and Desjardins Financial Security Life Assurance Company (“**Desjardins**”) under Policy number 530005.

- (e) “**OPEB Claims Suspension Date**” means October 9, 2015.
- (f) “**PBGF**” means the Pension Benefits Guarantee Fund under the *Pension Benefits Act* (Ontario).
- (g) “**Pre-Suspension Claims**” means OPEB Claims for amounts incurred but not paid on or prior to the OPEB Claims Suspension Date.
- (h) “**Pre-Suspension Claims Bar Date**” means October 31, 2015 or such date as specified by Green Shield with the approval of the Monitor;
- (i) “**RCA Trust**” means the retirement compensation arrangement trust maintained by the Applicant pursuant to a Trust Agreement with CIBC Mellon Trust Company dated May 1, 2003 for supplementary pension and retirement payments for certain former salaried employees and their surviving spouses.
- (j) “**Salary Continuance Payments**” means salary continuance payments being made by the Applicant to 18 employees, including, without limiting the generality of the foregoing, pension accrual and group benefits coverage, who are no longer actively employed by or providing services to the Applicant.
- (k) “**Stelco Regulation**” means Regulation 99/06 of the Ontario *Pension Benefits Act*, the *Stelco Inc. Pension Plans Regulation*.
- (l) “**Supplementary Pension Payments**” means all unfunded, unregistered supplementary pension and retirement payments that are payable by the Applicant from time to time to certain former salaried and unionized employees and their

surviving spouses, as applicable, including, without limiting the generality of the foregoing, (i) payments made pursuant to the terms of retirement benefit contracts entered into by the Applicant and employees on or around the employee's retirement date, (ii) retiring allowances paid to former Stelpipe unionized employees and their surviving spouses pursuant to the Basic Agreement between Stelpipe Ltd. and Local Union No. 523 CWA-TCA Canada dated April 2, 2001 and related documents, and (iii) special retiring allowances for certain former salaried and unionized employees and their surviving spouses in accordance with individual arrangements between the Applicant and the former salaried and unionized employees and/or their surviving spouses, as applicable. For greater certainty, Supplementary Pension Payments do not include supplementary pension benefits payable to former employees and their surviving spouses from the RCA Trust.

All capitalized terms referred to in this Order and not otherwise defined, are as defined in the Initial Order.

SARP DISCONTINUATION

3. THIS COURT ORDERS that the Applicant is authorized and directed to discontinue immediately its Sale and Restructuring/Recapitalization Process ("**SARP**"), approved by order of this Court on April 2, 2015 (the "**SARP Order**"), in relation to all of the assets and business of the Applicant other than the Hamilton Lands (as defined in the SARP Order), with the SARP continuing in respect of the Hamilton Lands and the SARP Order continuing to govern that process until further Order of the Court.

CASH CONSERVATION MEASURES AND BUSINESS PRESERVATION PLAN

4. THIS COURT ORDERS that the Applicant is hereby authorized to implement the Business Preservation Plan (as described in the Aziz Affidavit) and to take any steps and operating initiatives as determined by the Applicant, in consultation with the Monitor, to be necessary to permit the Applicant to implement the Business Preservation Plan and cash conservation measures contemplated therein (the “**Cash Conservation Measures**”), subject to the terms of this Order and the terms of the Initial Order.

5. THIS COURT ORDERS that, without limitation to the requirements of the Initial Order, no Person shall discontinue, fail to honour, interfere with, repudiate, terminate or cease to perform any existing agreement or arrangement with the Applicant as a result of the implementation of the Business Preservation Plan and Cash Conservation Measures.

6. THIS COURT ORDERS that all Persons are hereby directed to assist and cooperate with the Applicant and the Monitor in the implementation of the Business Preservation Plan and the Cash Conservation Measures.

DIP AMENDMENT

7. THIS COURT ORDERS that the Applicant is hereby authorized and empowered to enter into the Amended and Restated Interim Financing Term Sheet among the Applicant, Brookfield Capital Partners Ltd. (the “**Replacement DIP Lender**”) and the other parties thereto substantially in the form attached as Exhibit "A" to the Aziz Supplemental Affidavit (the “**Amended and Restated Replacement DIP Term Sheet**”), which amends and restates the Replacement DIP Term Sheet, as defined in the order of the Court dated July 24, 2015 (the “**Replacement DIP Order**”).

8. THIS COURT ORDERS that Amended and Restated Replacement DIP Term Sheet be and is hereby approved.

9. THIS COURT ORDERS that from and after the date of this Order, all references in the Replacement DIP Order to the "Replacement DIP Term Sheet" shall refer to the Amended and Restated Replacement DIP Term Sheet, and the terms "Replacement DIP Facility", "Replacement DIP Lender" and "Replacement DIP Definitive Documents" shall refer to such terms as defined in, relating to or used with respect to the Amended and Restated Replacement DIP Term Sheet.

10. THIS COURT ORDERS that the Applicant is authorized and empowered to borrow under the credit facility (the "**Replacement DIP Facility**") provided for under, and subject to the terms of, the Amended and Restated Replacement DIP Term Sheet and that the obligations thereunder and under the Replacement DIP Definitive Documents (as defined in the Replacement DIP Order) or any other definitive documents entered into in respect of the Amended and Restated DIP Term Sheet shall continue to have the benefit and the priority of the Replacement DIP Lender's Charge (as defined in the Replacement DIP Order) and all other security granted pursuant to the Replacement DIP Definitive Documents.

11. THIS COURT ORDERS that the Replacement DIP Lender shall be entitled to rely on this Order and the Replacement DIP Order (including paragraphs 30 and 31 thereof), each as issued, and the Replacement DIP Lender's Charge for all advances made and all obligations owing under the Replacement DIP Term Sheet, the Amended and Restated Replacement DIP Term Sheet and the Replacement DIP Definitive Documents.

12. THIS COURT ORDERS AND DECLARES that this Order is subject to provisional execution and that if any of the provisions of this Order in respect of or in connection with the Amended and Restated Replacement DIP Term Sheet, the Replacement DIP Facility or the Replacement DIP Order shall subsequently be stayed, modified, varied, amended, reversed or vacated in whole or in part (collectively, “**Variation**”) whether by subsequent order of this Court on or pending an appeal from this Order, such Variation shall not in any way impair, limit or lessen the protections, rights or remedies of the Replacement DIP Lender, whether under this Order (as made prior to the Variation), under the Amended and Restated Replacement DIP Term Sheet, under the Replacement DIP Order or under any of the documentation delivered hereto or thereto (including the Replacement DIP Definitive Documents), with respect to any advances made prior to the Replacement DIP Lender being given notice of the Variation and the Replacement DIP Lender shall be entitled to rely on this Order as issued for all advances so made.

13. THIS COURT ORDERS AND DECLARES that any motion for a Variation by this Court of paragraphs 7 to 13 of this Order or any other provisions of this Order in respect of the Amended and Restated DIP Term Sheet, the Replacement DIP Facility or the Replacement DIP Order may only be brought by a party that has not been served with notice of the within motion and any such motion must be brought and be returnable no later than ten (10) business days after the date of this Order and on not less than eight (8) business days’ notice to the Applicant, the Monitor, the Replacement DIP Lender and any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

SUSPENSION OF BENEFITS UNDER THE OPEB PLANS

14. THIS COURT ORDERS that, until further order of this Court, all payments in respect of OPEB Claims shall be suspended effective on and after the OPEB Claims Suspension Date in accordance with this Order and no payment of or in respect of an OPEB Claim incurred after the OPEB Claims Suspension Date shall be made during the remainder of the Stay Period. For greater certainty, the suspension of the payments in respect of OPEB Claims does not constitute a disclaimer or termination by the Applicant of the OPEB Plans.

15. THIS COURT ORDERS that the Applicant shall not make any payments on account of any OPEB Plan-related costs and expenses incurred on or after the OPEB Claims Suspension Date or benefits arising on or after the OPEB Claims Suspension Date.

16. THIS COURT ORDERS that the Applicant shall:

- (a) within 10 days of the date of this Order, prepare and send by regular pre-paid mail, courier, fax, or email, notice of the suspension of payments of OPEB Claims, which are suspended subject to further order of the Court, and the OPEB Claims Suspension Date (the “**OPEB Claims Suspension Date Notice**”) substantially in the form attached hereto as Schedule “A” to the President of USW Local 1005, the President of USW Local 8782, Representative Counsel for Salaried Employees and each Person identified as an OPEB Plan member in the Applicant’s records on the date of this Order, including former salaried and unionized employees, certain separated spouses of former employees and surviving spouses of deceased former employees; and
- (b) post the OPEB Claims Suspension Date Notice on the Monitor’s website.

PRE-SUSPENSION CLAIMS

17. THIS COURT ORDERS that any individual holder of a Pre-Suspension Claim seeking reimbursement from the Applicant or Green Shield shall be required to submit to Green Shield, before the Pre-Suspension Claims Bar Date, the required claim form and supporting documentation relating to the Pre-Suspension Claim, failing which such Pre-Suspension Claims shall not be assessed for payment or paid by the Applicant or Green Shield and in such case, the individual holder may file a claim in a claims process within these CCAA Proceedings or a receivership or bankruptcy of the Applicant, as the case may be, which, if accepted, shall constitute a claim of the claimant against the Applicant.

18. THIS COURT ORDERS that any Pre-Suspension Claims and supporting documentation submitted prior to or on the Pre-Suspension Claims Bar Date in accordance with this Order shall be assessed by the Applicant, Green Shield, and/or the Monitor and shall not be paid without approval of the Monitor.

SUSPENSION OF THE SUPPLEMENTARY PENSION PAYMENTS

19. THIS COURT ORDERS that, until further order of this Court, all Supplementary Pension Payments shall be temporarily suspended effective on and after October 9, 2015 in accordance with this Order and no such payments shall be made during the remainder of the Stay Period. For greater certainty, the suspension of the Supplementary Pension Payments does not constitute a disclaimer or termination by the Applicant of the agreements relating to the Supplementary Pension Payments.

20. THIS COURT ORDERS that the Applicant shall:

- (a) within 10 days of the date of this Order, prepare and send by regular pre-paid mail, courier, fax, or email, notice of the temporary suspension of Supplementary Pension Payments substantially in the form attached hereto as Schedule “B” (the “**Supplementary Pension Payments Suspension Notice**”) to the President of USW Local 1005, Representative Counsel for Salaried Employees and each Person identified as a recipient of Supplementary Pension Payments in the Applicant’s records on the date of this Order, including former salaried and unionized employees and surviving spouses of deceased former employees entitled to Supplementary Pension Payments benefits; and
- (b) post the Supplementary Pension Payments Suspension Notice on the Monitor’s website.

SUSPENSION OF SALARY CONTINUANCE PAYMENTS

21. THIS COURT ORDERS that, until further order of this Court, all Salary Continuance Payments that have not been processed as of October 9, 2015 shall be temporarily suspended in accordance with this Order and no such payments shall be made during the remainder of the Stay Period. For greater certainty, the suspension of Salary Continuance Payments does not constitute a disclaimer or termination by the Applicant of the agreements relating to the Salary Continuance Payments.

22. THIS COURT ORDERS that the Applicant shall:

- (a) within 10 days of the date of this Order, prepare and send by regular pre-paid mail, courier, fax, or email, notice of the temporary suspension of Salary Continuance Payments substantially in the form attached hereto as Schedule “C”

(the “**Salary Continuance Payments Suspension Notice**”) to Representative Counsel for Salaried Employees and each Person identified as a recipient of Salary Continuance Payments in the Applicant’s records; and

- (b) post the Salary Continuance Payments Suspension Notice on the Monitor’s website.

SUSPENSION OF REGISTERED PENSION PLAN CONTRIBUTIONS, RCA TRUST CONTRIBUTIONS AND PBGF ASSESSMENTS

23. THIS COURT ORDERS that, until further order of this Court, effective from and after September 29th, 2015 the Applicant shall:

- (a) pay only Normal Cost Contributions to the DB Registered Plans and paragraph 11(a) of the Initial Order shall cease to apply to any payments other than Normal Cost Contributions;
- (b) shall not pay any contributions that would otherwise be required under the Stelco Regulation or any past service contributions or special payments to fund any going concern unfunded liability or solvency deficiency of any of the DB Registered Plans as long as the Stay Period remains in effect;
- (c) shall not pay any amounts to the PBGF in respect of assessments relating to the DB Registered Plans as long as the Stay Period remains in effect; and
- (d) shall not pay any amounts to the RCA Trust as long as the Stay Period remains in effect (the amounts described in (b), (c) and (d), the “**Stayed Pension Amounts**”).

For greater certainty, the suspension of the payments in paragraph 23(d) above does not constitute a disclaimer or termination by the Applicant of the agreements relating to the payments in paragraph 23(d) above.

24. THIS COURT ORDERS that (i) the Applicant, (ii) the Monitor, (iii) the trustee(s) and custodian(s) of the assets held in respect of the DB Registered Plans and the RCA Trust, and (iv) their respective officers, directors and advisors shall not incur any obligation or liability whether by way of debt, damages for breach of any duty whether statutory, fiduciary, common law or otherwise, or for breach of trust, nor shall any trust be imposed, whether express, implied, constructive, resulting, deemed or otherwise, as a result of the implementation of the Business Preservation Plan or any Cash Conservation Measures taken by the Applicant in accordance with the terms of this Order, including, without limiting the generality of the foregoing, the non-payment of the Stayed Pension Amounts and any other obligations suspended hereunder. Notwithstanding the above, nothing in this paragraph shall be taken to extinguish or compromise the obligations of the Applicant in respect of the DB Registered Plans and the RCA Trust.

25. THIS COURT ORDERS that if any claim, lien, charge or trust, including deemed trust, arises as a result of the failure to contribute any Stayed Pension Amount while the Stay Period is in effect, no such claim, lien, charge or trust shall have priority over the Charges as set out in the Initial Order or in the Replacement DIP Order in these proceedings, or in any subsequent receivership, interim receivership or bankruptcy of the Applicant.

26. THIS COURT ORDERS AND DECLARES that nothing in this Order shall be taken to extinguish or compromise the claim of any Person having a claim against the Applicant in respect of the DB Registered Plans, the RCA Trust, PBGF assessments with respect to the DB

Registered Plans, the OPEB Plans or any Supplementary Pension Payments or Salary Continuance Payments.

CRITICAL SUPPLIER CHARGE

27. THIS COURT ORDERS that United States Steel Corporation (“USS”) shall be entitled to the benefit of and is hereby granted a charge (the “**Critical Supplier Charge**”) on the Property of the Applicant in an amount equal to the value of goods and services supplied by USS and received by the Applicant after the date of this Order less all amounts paid to USS in respect of such goods and services. The Critical Supplier Charge shall be subordinate to the Administration Charge (Part 1), Directors’ Charge, DIP Lender’s Charge, Replacement DIP Lender’s Charge, but shall rank in priority to all other Encumbrances (other than the Permitted Priority Liens (as defined in the Replacement DIP Order)), including for greater certainty, the Administration Charge (Part 2).

SUSPENSION OF MUNICIPAL REALTY TAXES

28. THIS COURT ORDERS that, until further Order of this Court, the Applicant’s obligation to remit or pay any amount payable in respect of municipal realty, business, or other taxes, assessments or levies of any nature or kind pursuant to paragraph 11(d) of the Initial Order shall be suspended.

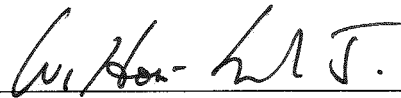
NOTICE

29. THIS COURT ORDERS that the sending and publication of the notices described herein in the manner set forth in this Order shall constitute good and sufficient service upon all Persons affected by this Order, notwithstanding the service and notice procedure set out in the Initial Order, and that no other or further notice to shall be required.

CONFLICT

30. THIS COURT ORDERS that the provisions of this Order shall be interpreted in a manner complementary and supplementary to the provisions of the Initial Order, provided that in the event of a conflict between the provisions of this Order and the provisions of the Initial Order, the provisions of this Order shall govern.

31. THIS COURT ORDERS that the Applicant and the Monitor may, at any time, and with such notice as the Court may require, seek directions from the Court in respect of this Order, the Business Preservation Plan and the Cash Conservation Measures.



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Schedule "A"

Date: October • , 2015

To: Gary Howe, President, United Steelworkers Of America ("USW"), Local 1005, on behalf of retirees represented by USW Local 1005 and surviving spouses of deceased retirees who were represented by USW Local 1005
Bill Ferguson, President, USW, Local 8782, on behalf of retirees represented by USW Local 8782 and surviving spouses of deceased retirees who were represented by USW Local 8782

Andrew Hatnay, Koskie Minsky LLP, Representative Counsel for retirees of U. S. Steel Canada Inc. ("USSC") not represented by USW and surviving spouses of deceased retirees not represented by USW
Retirees of USSC, certain spouses of USSC retirees and surviving spouses of deceased retirees of USSC who have coverage under USSC's post-employment benefit plans

From: Michael McQuade, President, U. S. Steel Canada Inc.

Subject: Notice of Benefit Termination Date

Pursuant to the Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") made on September 16, 2014 (the "Initial Order"), USSC commenced court-supervised restructuring proceedings under the *Companies' Creditors Arrangement Act* (the "CCAA").

Pursuant to the Initial Order, USSC was permitted but not required to continue to pay expenses in respect of post-employment benefit plans relating to prescription drugs, dental, other medical, and hospital and vision coverage for eligible former USSC employees and their surviving spouses and dependants (collectively referred to as the "OPEB Plans"). USSC was also permitted but not required to provide life insurance for eligible former USSC employees. A further Court order dated October 8, 2014, appointed Koskie Minsky LLP as representative legal counsel for individuals representing all beneficiaries of USSC pension and benefit plans who are not represented by the USW in these CCAA proceedings (subject to those individuals who elected to opt out of such representation).

Pursuant to an Order of the Court dated October 9, 2015, benefits payable under the OPEB Plans shall be suspended after October 9, 2015. In other words, after October 9, 2015, your entitlement to benefits coverage under the OPEB Plans will be suspended. The Order does not apply to life insurance.

For eligible prescription drugs, dental, other medical, hospital and vision coverage incurred under the OPEB Plans on or prior to October 9, 2015, you must submit applicable claims, invoices, or benefit forms to Green Shield Canada in the normal manner but the submission must be made prior to October 31, 2015, in order to be reimbursed. If you fail to submit applicable claims, invoices, or benefit forms to Green Shield Canada prior to October 31, 2015, any eligible claim shall constitute an unsecured claim against USSC in the CCAA proceeding.

While October 31, 2015 is the final deadline to submit applicable claims, invoices, or benefit forms for expenses incurred on or prior to October 9, 2015, you are strongly encouraged to submit any claims as soon as possible.

The suspension of coverage under the OPEB Plans does not impact the pension benefits payable under a registered pension plan maintained by USSC.

Schedule "B"

Date: October 9, 2015

To: Gary Howe, President, United Steelworkers Of America ("USW"), Local 1005, on behalf of retirees represented by USW Local 1005 and surviving spouses of deceased retirees who were represented by USW Local 1005, who are in receipt of an individual unfunded retiring allowance ("**Unfunded RA**")

Andrew Hatnay, Koskie Minsky LLP, Representative Counsel for retirees of U. S. Steel Canada Inc. ("**USSC**") not represented by USW and surviving spouses of deceased retirees not represented by USW, who are in receipt of an individual unfunded retirement benefit contract ("**Unfunded RBC**") or an Unfunded RA

Retirees of USSC and surviving spouses of deceased retirees who are in receipt of an Unfunded RBC or RA

From: Michael McQuade, President, U. S. Steel Canada Inc.

Subject: Notice of Cessation of Unfunded RBC and RA Payments

Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on September 16, 2014 (the "**Initial Order**"), USSC commenced court-supervised restructuring proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). A further Court order dated October 8, 2014, appointed Koskie Minsky LLP as representative legal counsel for individuals representing all beneficiaries of USSC pension and benefit plans who are not represented by the USW in these CCAA proceedings (subject to those individuals who elected to opt out of such representation).

Pursuant to the Initial Order, USSC was permitted but not required to continue to make payments to eligible former employees and their surviving spouses who are entitled to receive an Unfunded RBC or RA, sometimes referred to as an unregistered supplemental pension or retirement payment, in the ordinary course of business and consistent with existing compensation policies and arrangements.

On October 9, 2015, the Court ordered that supplemental pension and retirement payments under the Unfunded RBCs and RAs to all eligible former employees and their surviving spouses shall cease on and after October 9, 2015. In other words, eligible former employees and their surviving spouses will not receive any payment under their Unfunded RBC or RA that would have been payable on or after October 9, 2015.

The cessation of payments under the Unfunded RBCs and RAs does not impact any pension benefits payable under a registered pension plan maintained by USSC.

Schedule "C"

Date: October 9, 2015

To: Andrew Hatnay, Koskie Minsky LLP, Representative Counsel for employees of U. S. Steel Canada Inc. ("USSC") not represented by United Steelworkers Of America ("USW"), who are in receipt of salary continuance payments and who are no longer reporting to work at USSC

Employees who are in receipt of salary continuance payments and who are no longer required to report to work at USSC

From: Michael McQuade, President, U. S. Steel Canada Inc.

Subject: Notice of Cessation of Salary Continuance Payments

Pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on September 16, 2014 (the "**Initial Order**"), USSC commenced court-supervised restructuring proceedings under the *Companies' Creditors Arrangement Act* (the "**CCAA**"). A further Court order dated October 8, 2014, appointed Koskie Minsky LLP as representative legal counsel for individuals representing all beneficiaries of USSC pension and benefit plans who are not represented by the USW in these CCAA proceedings (subject to those individuals who elected to opt out of such representation).

Pursuant to the Initial Order, USSC was permitted but not required to continue to make salary continuance payments to you as an employee who is no longer required to report to work at USSC, in the ordinary course of business and consistent with existing compensation policies and arrangements.

On October 9, 2015, the Court ordered that unprocessed salary continuance payments payable to employees who are no longer actively employed by or providing services to USSC shall be temporarily suspended on and after October 31, 2015. In other words, employees receiving such salary continuance payments will not receive payments that would have been payable on or after October 31, 2015.

The temporary suspension of these salary continuance payments does not impact your eligibility for any pension benefits under a registered pension plan maintained by USSC.

IN THE MATTER OF A PROPOSED PLAN OF COMPROMISE OR ARRANGEMENT WITH
RESPECT TO U. S. STEEL CANADA INC.

Court File No. CV-14-10695-00CL

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

Proceeding Commenced at Toronto

**CASH CONSERVATION AND BUSINESS
PRESERVATION ORDER**

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