

**KOSKIE
MINSKY**
JUSTICE MATTERS

This is Exhibit ^{"C"} referred to in the
affidavit of William E. Aziz
sworn before me, this 19th
day of April, 2017

.....
A COMMISSIONER FOR TAKING AFFIDAVITS

Andrew J. Hatnay
Direct Dial: 416-595-2083
Direct Fax: 416-204-2872
ahatnay@kmlaw.ca

April 10, 2017

Via E-mail

U.S. Steel Canada Inc.
386 Wilcox Street
P.O. Box 2030
Hamilton, ON L8N 3T1

Krupa Yatish Kotecha, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law.
Expires May 25, 2018.

Bedrock Industries Canada LLC
Bedrock Industries LP
600 Brickell Avenue, Suite 1605
Miami, Florida
33131, USA

Dear Sirs:

**RE: U.S. Steel Canada Inc. (CCAA)
OPEB and Supplemental Pension Claims Support Agreement (the
"Agreement")**

We are writing to you in our capacity as the court-appointed Representative Counsel (the "Representative") of the Representatives of the Non-USW Active and Retiree Beneficiaries (as each term is defined in the Representative Counsel order made October 8, 2014 (the "Representation Order"). We have confirmed to you that there are five Opt-out Individuals (as defined in the Representation Order). Unless otherwise defined herein, all capitalized terms in this letter shall have the meaning ascribed them in the Plan of Compromise, Arrangement and Reorganization of U.S. Steel Canada Inc. (the "Corporation") dated March 15, 2017 (the "Plan").

For consideration, and subject to definitive documentation (including "lock-up" arrangements typical of a transaction of this nature), and such authorizations and approvals of the Court, including Court approval of this Agreement, which will be required to more fully and completely implement the terms of this Agreement, we wish to confirm our agreement on behalf of the non-USW active and retiree beneficiaries other than the Opt-out Individuals (the "Beneficiaries") to the principal terms of a settlement with the Corporation and the Plan Sponsor as more

particularly set out in this Agreement. For the avoidance of doubt, this is intended to be a binding agreement with respect to the subject matter addressed herein.

A. OPEB Treatment

The Plan (including the OPEB Term Sheet) sets out the proposed treatment of claims relating to OPEBs. However, the Corporation has not yet reached agreement with USW Local 1005 on the treatment of OPEBs, which will be set out in the HW Local 1005 CBA Amendment that is required as a condition to the implementation of the Plan.

Notwithstanding anything set out in the Plan (including the OPEB Term Sheet), if the Corporation agrees with USW Local 1005 in the HW Local 1005 CBA Amendment to more favourable contributions in respect of OPEBs, including, but not limited to, additional funding for the provision of OPEBs, OPEB administration costs, and/or the interim administration of the OPEB plans until the Salaried OPEB entity is established, than the terms contemplated by the Plan (including the OPEB Term Sheet), the Corporation will provide those more favourable terms to the Non-USW Active and Retiree Beneficiaries too, on the same or equivalent basis. It is contemplated that this entitlement will be documented by way of an amendment to the Plan.

B. Non-USW Supplemental Pension Claims

Notwithstanding anything set out in the Plan, the Corporation agrees to pay to holders of: (i) the Non-USW Supplemental Pension Claims whose benefits are not funded wholly or in part by a retirement compensation arrangement trust; and, (ii) claims represented by the Representative that are related to the cessation of employment other than Convenience Creditors (together the “**Supplemental Pension and Employee Claimants**”) the aggregate amount of **\$9 million** in full satisfaction of those claims (the “**Settlement Amount**”) upon implementation of the Plan. It is contemplated that the Supplemental Pension and Employee Claimants will share the Settlement Amount *pro rata* in relation to their individual claims. It is contemplated that this entitlement will be documented by way of (i) an amendment to the Plan (to remove the Supplemental Pension and Employee Claimants from the class of General Unsecured Creditors and to reduce the General Unsecured Creditor Pool by \$2.5 million) and, (ii) a settlement agreement (which

will constitute a Stakeholder Agreement) among the Corporation and those Supplemental Pension and Employee Claimants who are affected (the “**Beneficiaries Agreement**”).

C. Future Service

We acknowledge and agree that all Non-USW Employees participating in one of the Non-USW Main Pension Plans as an active member at the Plan Implementation Date shall cease to accrue benefits under the applicable Non-USW Main Pension Plan effective December 31, 2017 and be enrolled as of January 1, 2018 in the Stelco Group Registered Retirement Savings Plan (“**GRRSP**”)¹ or any successor thereto, in accordance with its terms. In particular:

- a) employment service prior to January 1, 2018 with U.S. Steel Canada Inc./Stelco will be recognized for the determination of employer contributions under the GRRSP;
- b) compensation after December 31, 2017 will be recognized for the purposes of the applicable definitions of pensionable earnings under the Non-USW Main Pension Plans; and
- c) employment service after December 31, 2017 will be recognized for early retirement eligibility requirements under the Non-USW Main Pension Plans.

These terms (except (a) which is unrelated to the Non-USW Main Pension Plans) shall be provided for in an amendment to the Non-USW Main Pension Plans.

D. Support for the Transaction

The Representative:

- (a) acknowledges and consents to the terms of the Transaction as set out in the Plan (as amended by the terms of this Agreement);

¹ U.S. Steel Canada Inc. Flexible Opportunity Retirement Savings Plan

- (b) will support and co-operate in good faith with, and use commercially reasonable efforts to assist the Corporation to complete the following steps in support of the Transaction (and will confirm such support in a written statement if requested):
 - (i) obtain the Order authorizing the filing of the Plan (if not already made), the Meeting Order and the Sanction Order by the dates contemplated in the Plan Sponsor Agreement and implement the Plan and close the Transaction by the Outside Date (as such dates may be extended in accordance with the Plan Sponsor Agreement);
 - (ii) obtain any other orders of the Court in furtherance of and consistent with the Transaction, provided that in each case such orders are consistent with this Agreement;
- (c) will vote (or cause to be voted) all Claims in respect of Beneficiaries (the “**Representative Claims**”) in favour of the Transaction and the approval of the Plan (and any actions required in furtherance thereof);
- (d) will negotiate in good faith with the Corporation, the Plan Sponsor and, as necessary, the other stakeholders of the Corporation to settle the terms of, and will enter into at or prior to the Meeting, the Beneficiaries Agreement and all other documentation and orders contemplated in this Agreement, and by the Effective Time, and all other documentation (including Stakeholder Contractual Releases) to which the Representative is to be a party, as contemplated by the Plan, and this Agreement or as otherwise necessary to implement the Transaction;
- (e) covenants and agrees to take all commercially reasonable steps necessary to assist the Corporation and the Plan Sponsor in satisfying the conditions of closing set out in sections 6.01, 6.02 and 6.03 of the Plan Sponsor Agreement, including taking all such commercially reasonable steps necessary to fulfill all of the obligations of the Representative contemplated to be fulfilled at or prior to the

Time of Closing by the Term Sheets (and including for greater certainty such additional Stakeholder Agreements as contemplated in this Agreement);

- (f) covenants and agrees, if the Plan fails because any required creditor approval is not obtained or if it is determined by the Corporation and the Plan Sponsor, each acting reasonably, that for any reason it is no longer viable to implement the Transaction structure pursuant to the Plan, (i) to support the implementation of the Transaction pursuant to an alternative transaction structure that is on terms and conditions no less favourable to the Beneficiaries and otherwise in accordance with the provisions of the Plan Sponsor Agreement (the “**Alternative Transaction**”) and this Agreement, and co-operate in good faith with, and use commercially reasonable efforts to assist the Corporation to implement the Alternative Transaction; and (ii) that the terms of and obligations under this Agreement will apply to the Alternative Transaction, with any necessary amendments as the structure and implementation of the Alternative Transaction may reasonably require.;

- (g) covenants and agrees not to, directly or indirectly: (i) interfere with the approval of the Plan by creditors, the Court or otherwise, or the closing of the Transaction; (ii) contest or challenge all or any part of the Transaction or the Plan; (iii) vote in opposition to, or in any manner inconsistent with, the Transaction or the Plan; (iv) propose, file, solicit, vote for or otherwise support any alternative offer, restructuring, liquidation, workout or plan of compromise or arrangement or reorganization of or for the Corporation that is inconsistent with the Transaction and the Plan, except with the prior written consent of the Corporation and the Plan Sponsor; (v) take any action, or omit to take any action, that is inconsistent with its obligations under this Agreement or that might reasonably be regarded as likely to reduce the success of, or delay, challenge, frustrate or hinder the consummation of, the Transaction or the Plan; or (vi) encourage or support any other person in doing anything set out in subparagraphs (i) through (v) above;

- (h) covenants and agrees to execute any and all documents and perform (or cause its agents and advisors to perform) any and all acts required by this Agreement to satisfy its obligations hereunder; and
- (i) Notwithstanding anything in this Agreement, and pursuant to section 3.5(4) of the Plan (or any successor thereto), and for greater certainty, nothing herein shall restrict or impede Representative Counsel, in consultation with the Non-USW Representatives, to negotiate, finalize, execute, and deliver (and to the extent applicable), on behalf of all stakeholders, the Stakeholder Agreements, and all other agreements, orders, and other documents (including, without limitation, the Stakeholder Contractual Releases) as may be necessary or desirable to implement the Plan and complete the transactions contemplated by the Plan and by the Stakeholder Agreements, consistent with the terms of the Plan, and Bedrock Industries and U.S. Steel Canada Inc. agree to cooperate and negotiate in good faith in this regard.

E. Agreement of the Corporation and Plan Sponsor

Each of the Corporation and the Plan Sponsor agree to amend the Plan, document and execute the Beneficiaries Agreement, and to obtain such further authorizations and orders of the Court to more fully and completely implement this Agreement, all in a manner in form and substance acceptable to the Representative, the Corporation and the Plan Sponsor, each acting reasonably.

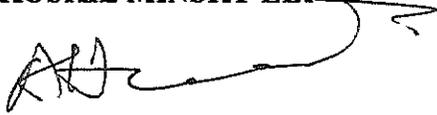
All parties hereto shall proceed as expeditiously as possible to do all acts and things as may be necessary or desirable to carry out the full intent and meaning of this Agreement and to give effect to the Plan, the Restructuring Steps (as may be amended from time to time), the Stakeholder Agreements (including the Beneficiaries Agreement) and the Stakeholder Contractual Releases or any other events or transactions contemplated herein.

Except as amended by the transactions and events contemplated herein, the Transaction shall be otherwise unamended hereby.

Please execute this Agreement in the space provided below, evidencing your agreement to the terms hereof, which may be so executed in counterpart.

Yours truly,

KOSKIE MINSKY ~~LLP~~



Andrew J. Hatnay
AJH:vdI

c.c. Clients

AGREED TO 10th day of April, 2017.

**Bedrock Industries Canada LLC
Bedrock Industries LP**

Per: David Cheney
Name: David Cheney
Title: Approved Signatory

I have authority to bind the Corporation

U.S. Steel Canada Inc.

Per: William E. Aziz
Name: William E. Aziz
Title: Chief Restructuring Officer

I have authority to bind the Corporation

Tab D

This is Exhibit "D" referred to in the affidavit of William E. Aziz sworn before me, this 19th day of April, 2017

A COMMISSIONER FOR TAKING AFFIDAVITS

NON-USW SETTLEMENT AGREEMENT

THIS AGREEMENT is made as of April 19, 2017

BETWEEN

U. S. STEEL CANADA INC., a corporation incorporated under the laws of Canada (the "**Corporation**")

Krupa Yatish Kotecha, a Commissioner, etc.,
Province of Ontario, while a Student-at-Law,
Expires May 25, 2018.

- and -

BEDROCK INDUSTRIES CANADA LLC, a limited liability company established under the laws of the State of Delaware and **BEDROCK INDUSTRIES L.P.**, a limited partnership established under the laws of the State of Delaware (together "**Bedrock**")

- and -

THE HOLDERS OF NON-USW SETTLEMENT CLAIMS (as defined below), by Representative Counsel (as defined below) (the "**Non-USW Settlement Creditors**")

WHEREAS on September 16, 2014, the Corporation initiated proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "**CCA**"), pursuant to an Order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") and Ernst & Young Inc. was appointed by the Court as monitor of the Corporation (the "**Monitor**") pursuant to the CCA;

AND WHEREAS on December 9, 2016, Bedrock and the Corporation entered in to a CCA Acquisition and Plan Sponsor Agreement concerning a proposed restructuring of the Corporation pursuant to which, among other things, Bedrock proposed to acquire the Corporation, directly or indirectly, by way of a plan of arrangement under the CCA;

AND WHEREAS the Corporation has filed with the Court a plan of arrangement dated March 15, 2017 (as amended from time to time in accordance with its terms, the "**CCA Plan**");

AND WHEREAS the Corporation, Bedrock and Representative Counsel (on behalf of, among others, the Non-USW Settlement Creditors) entered into a letter agreement dated April 10, 2017 in respect of the compromise of the Non-USW Settlement Claims and pursuant to which the Non-USW Settlement Creditors and the other parties represented by Representative Counsel agreed to support the CCA Plan on the terms set out in the letter agreement (the "**Non-USW Support Agreement**");

AND WHEREAS under the Non-USW Support Agreement, the Corporation, Bedrock and Representative Counsel (on behalf of the Non-USW Settlement Creditors) agreed to enter into a settlement agreement to provide for the compromise of the Non-USW Settlement Claims

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and to make corresponding amendments to the CCAA Plan, consistent with the terms of the Non-USW Support Agreement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following terms and conditions:

1. Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the CCAA Plan.
2. The following capitalized terms have the following meanings:
 - (a) “Excluded Settlement Claim” means
 - (i) any Non-USW Employee Termination Claim that is a Proven Claim for the purposes of the CCAA Plan as of April 21, 2017; or
 - (ii) any Non-USW Unfunded Supplemental Pension Claim that has been determined for voting purposes by the Corporation’s actuary as set out in each holder's Notice of Non-USW Supplemental Pension Claim,

that, in either case is in an amount less than \$20,000 and, in the case of Claim referenced in clause (ii), is not the subject of a dispute that has been communicated within the applicable deadline in accordance with paragraph 12(d) of the Supplemental Claims Procedure Order dated March 15, 2017;
 - (b) “Non-USW Settlement Claim” means a Non-USW Employee Termination Claim or Non-USW Unfunded Supplemental Pension Claim of any Person who is not an “Opt-out Individual” (as defined in the Representative Counsel Order), other than any Excluded Settlement Claim);
 - (c) “Proven Settlement Claim” means a Non-USW Settlement Claim that has been finally determined in accordance with Section 3; and
 - (d) “Settlement Amount” means \$9 million.
3. The validity and quantum of the Non-USW Settlement Claims will be determined in accordance with the CCAA, the Claims Procedures Orders and any further Order of the Court, unless otherwise agreed between Representative Counsel and the Monitor (with the approval of the Corporation in the case of an agreement prior to the Effective Time).
4. On or before the Effective Time, the Corporation will pay the Settlement Amount to the Monitor, in trust, from which distributions will be made to Non-USW Settlement Creditors in accordance with this Agreement or an Order of the Court.
5. As of the Effective Time, and in accordance with the sequence of steps set out in section 4.2 of the CCAA Plan, the Non-USW Settlement Claims will be fully, finally, irrevocably and forever compromised, released, discharged, cancelled and barred subject

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only to the right of Non-USW Settlement Creditors to receive distributions from the Settlement Amount pursuant to this Agreement.

6. On the Initial Distribution Date (or such later date as an unresolved Non-USW Settlement Claim becomes a Proven Settlement Claim):
 - (a) each Non-USW Settlement Creditor with a Non-USW Settlement Claim that is a Proven Settlement Claim of \$7,500 or less (if any) will be paid the amount of its Proven Settlement Claim from the Settlement Amount; and
 - (b) each of the other Non-USW Settlement Creditors will be paid an amount equal to the greater of (i) \$7,500, and (ii) its *pro-rata* share of the Settlement Amount remaining after the payments contemplated in Sections 6(a) and 6(b)(i) (subject to any reserve contemplated in Section 7).
7. If there are any Non-USW Settlement Claims that have not become Proven Settlement Claims prior to the Initial Distribution Date, the Monitor and Representative Counsel (or as may be directed by the Court upon application by the Monitor or Representative Counsel) will establish a reserve from the Settlement Amount paid to it pursuant to Section 4, adjust the distributions to be made pursuant to Section 6 and adopt procedures for dealing with and distributing such reserve in a manner reasonably equivalent to the Unresolved Claims Reserve, including section 6.4 of the CCAA Plan.
8. Distributions of eligible Non-USW Settlement Claims and amounts payable to Convenience Creditors will be treated as eligible retiring allowance amounts pursuant to the Income Tax Act, if permitted under the Income Tax Act, and will be made by the Monitor to the registered retirement saving plan ("RRSP") designate by a holder of a Non-USW Settlement Claim or an Excluded Settlement Claim, provided that:
 - (a) a completed election form has been made and delivered by the holder of the Non-USW Employee Termination Claim or the Non-USW Supplemental Pension claim, as applicable, to the Monitor in accordance with the processes and time periods established by the Monitor; and
 - (b) the Monitor, with the assistance of USSC, is otherwise satisfied that it has no withholding obligations in respect of such payments.
9. At the Effective Time and in accordance with the sequence of steps set out in section 4.2 of the CCAA Plan, the Released Parties will be released from the Non-USW Settlement Claims and all other Released USSC Claims of the Non-USW Settlement Creditors, which claims will be fully, finally, irrevocably and forever waived, discharged, released, cancelled and barred as against the Released USSC Parties. Notwithstanding the foregoing, nothing in this Section 8 will release any Non-Released USSC Claims of the Non-USW Settlement Creditors.

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10. Upon the issuance of the Order contemplated by Section 16, Representative Counsel will be authorized and directed, on behalf of the Non-USW Settlement Creditors, to execute and deliver the applicable Stakeholder Contractual Releases at the Effective Time.
11. The Non-USW Settlement Creditors consent to the Transaction, the USS/USSCPF Court-Ordered Release and the terms of the CCAA Plan, as it may be amended from time to time in accordance with its terms.
12. The Non-USW Settlement Creditors agree that they will not be entitled to vote on or receive distributions under the CCAA Plan in respect of Non-USW Settlement Claims.
13. The following provisions and definitions of the CCAA Plan will apply to and are incorporated by reference into this Agreement, on the following basis:
 - (a) Sections 1.2, 1.3, 1.4, 3.5(4), 3.9, 3.10, 6.7, 6.8, 7.3, 10.6, 10.10 and 10.11 of the CCAA Plan on the basis that and as if references to the “Plan” mean this Agreement (except for the first sentence of Section 3.9;
 - (b) Sections 3.9, 3.10 and 6.8 of the CCAA Plan on the basis that and as if references to “General Unsecured Claims”, “Affected Claims” and “Claims” include Non-USW Settlement Claims;
 - (c) Sections 1.2, 3.9, 6.3, 6.6, 6.7, 6.9 and 6.10 of the CCAA Plan on the basis that and as if references to “General Unsecured Creditors”, “Affected Creditors”, “Creditors” include Non-USW Settlement Creditors;
 - (d) Section 3.5(4) of the CCAA Plan on the basis that and as if references to “Non-USW Main Pension and OPEB Claims” mean Non-USW Settlement Claims; and
 - (e) Section 6.3 of the CCAA Plan on the basis that and as if references to “General Unsecured Creditor Pool” means the Settlement Amount paid to the Monitor pursuant to Section 4.
14. This Agreement constitutes the “Beneficiaries Agreement” for the purposes of the Non-USW Support Agreement. To the extent of any inconsistency between this Agreement and paragraph B of the Non-USW Support Agreement, the terms of this Agreement will govern. In all other respects, the Non-USW Support Agreement remains in effect. The Non-USW Settlement Creditors agree that the Non-USW Support Agreement may be amended by written agreement between Representative Counsel, the Corporation and Bedrock.
15. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
16. Notwithstanding any other provision of this Agreement, this Agreement will not become binding on the parties hereto until the Court has approved this Agreement, pursuant to an Order in form and substance satisfactory to the Corporation, Bedrock and Representative Counsel.

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17. This Agreement will terminate and be of no force or effect if the CCAA Plan is revoked (because it was not sanctioned in accordance with its terms or otherwise) and becomes of no force or effect prior to the Plan Implementation Date.

Signature Page Follows

IN WITNESS WHEREOF the parties have executed this Agreement.

THE NON-USW SETTLEMENT CREDITORS,
by their court-appointed and authorized
representative counsel, **Koskie Minsky LLP**

Per: _____

U. S. STEEL CANADA INC.

Per: _____

BEDROCK INDUSTRIES CANADA LLC

Per: _____

BEDROCK INDUSTRIES L.P.

Per: _____