

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

**SUPERIOR COURT**  
Commercial Division

No: 500-11-048114-157

---

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

**BLOOM LAKE GENERAL PARTNER  
LIMITED, QUINTO MINING CORPORATION,  
8568391 CANADA LIMITED and CLIFFS  
QUEBEC IRON MINING ULC.**

Petitioners

- and -

**THE BLOOM LAKE IRON ORE MINE  
LIMITED PARTNERSHIP AND BLOOM LAKE  
RAILWAY COMPANY LIMITED**

Mises-en-cause

- and -

**FTI CONSULTING CANADA INC.**

Monitor

- and -

**EABAMETOONG FIRST NATION,  
GINOOGAMING FIRST NATION,  
CONSTANCE LAKE FIRST NATION and  
LONG LAKE # 58 FIRST NATION**

Objectors

---

**NOTICE OF OBJECTION AND CONTESTATION OF PETITIONERS' MOTION FOR THE  
ISSUANCE OF AN APPROVAL AND VESTING ORDER WITH RESPECT TO THE SALE OF  
THE CHROMITE SHARES**

(Sections 11 and 36 of the Companies' Creditors Arrangement Act)

---

TO THE HONOURABLE JUSTICE STEPHEN W. HAMILTON, J.C.S. OR ONE OF THE HONOURABLE JUSTICE OF THE SUPERIOR COURT, SITTING IN THE COMMERCIAL COURT FOR THE DISTRICT OF MONTREAL, THE OBJECTORS EABAMETOONG FIRST NATION, GINOOGAMING FIRST NATION, CONSTANCE LAKE FIRST NATION and LONG LAKE # 58 FIRST NATION (THE "OBJECTORS" OR "FIRST NATIONS") HEREBY RESPECTFULLY SUBMIT:

## I - BACKGROUND: THE RING OF FIRE

1. The Ring of Fire is a mineral rich area in the James Bay lowlands of north-western Ontario, approximately 500 miles north of Lake Superior. It contains the only known source of chromite in North America (the "**Chromite Assets**"), and the fourth largest such deposit in the world. It is currently virtually inaccessible for commercial development.
2. The Ring of Fire lacks the critical infrastructure necessary for the extraction and development of its mineral deposits and other resources. When and if eventually developed, that infrastructure will likely include road(s) and highways, power lines, local power generation, railways, and pipelines. Discussions between the Federal and Provincial governments around the funding required to build the required infrastructure are currently gridlocked, with little or no progress. The Province of Ontario had pledged \$1 billion for a road, but little else has materialized to date.
3. The Ring of Fire is also located in the James Bay Treaty (Treaty No. 9), and has the potential to impact the Aboriginal and treaty rights of the First Nations who live and exercise their Aboriginal and treaty rights in and on the surrounding lands and territories. There are a total of nine aboriginal bands (known as the "**Matawa First Nations**" or the "**Matawa**") affected by development of the Ring of Fire. These hold Aboriginal and treaty rights directly and indirectly affecting commercial development of the Ring of Fire, which rights are protected under the *Constitution Act, 1982*. The Matawa assert that they never relinquished either their lands or their rights to govern themselves. Long Lake #58 First Nation asserts that it has never signed a Treaty with the Government of Canada. The Matawa believe that Treaty No. 9 was a land sharing and resource sharing arrangement.

4. The Objectors are four regional First Nation Bands who speak for communities that are directly impacted by the potential development plans for the Ring of Fire. This area has and continues to suffer from under-development and chronic high levels of poverty. Three additional First Nation Bands who are in the Matawa also support the Objectors but are not yet involved due to their current lack of financial resources. These three additional First Nations would otherwise join in the efforts of the Objectors to intervene in these proceedings. Consequently, there are seven of nine Matawa First Nations supporting this Notice of Objection, and the Objectors effectively now speak for those seven.

## II - THE MATAWA FIRST NATIONS INVOLVEMENT IN THE RING OF FIRE

5. On March 26<sup>th</sup> 2014, The Province of Ontario and the Matawa signed the Regional Framework Agreement (the “RFA”), a signed copy of which is communicated herewith as Exhibit O-1. The intent of this agreement was to address the concerns of the Matawa (seven of whom support the Objectors to date) about the alarming lack of consultation with them regarding environmental assessment and infrastructure. The RFA’s stated goals include: “...to improve the economic prosperity and quality of life for the First Nations while taking an environmentally responsible approach to mineral development in...the Ring of Fire, which approach is culturally sensitive, and which is respectful of constitutional rights”, and “...the Parties are committed to continue to create opportunities for individual First Nation communities to have a meaningful participation into mineral exploration and development decisions in the area known as the Ring of Fire..”. The RFA was intended to create a fresh atmosphere of trust and goodwill with the Matawa.
6. Unfortunately, the Objectors have seen little evidence of this new order since signing the RFA on March 26, 2014. In fact, the CCAA Parties mention the RFA in their motion materials, but in paragraph 39 states that the RFA “...**has not been completed, and as a result the Province of Ontario’s environmental assessment terms of reference remain outstanding.**” This erroneous and misleading statement is made in this proceeding notwithstanding that the RFA is a public document, and was signed over a year before the filing of the Chromite Motion.

### III - THE FIRST NATIONS POSITION WITH RESPECT TO THE PROPOSED SHARE PURCHASE AGREEMENT TO CONTROL THE CHROMITE ASSETS

7. The Matawa were not apprised of the existence of the process leading to the proposed 'definitive' Share Purchase Agreement between the CCAA Parties, Franco-Nevada, KWG, and others, dated as of March 22, 2015, (called the "**SPA**") that is now presented for approval before this Honourable Court, until March 23, 2015. This was the same day the public was informed by the various press releases. At that time, the Matawa were continuing negotiations for an enhanced environmental assessment.
8. This Motion for the Issuance of an Approval and Vesting Order with respect to SPA (the "**Chromite Motion**") and the Monitor's Third Report indicate that process leading to the SPA was commenced months before the Initial Order on January 27, 2015. The proposed transaction may possibly have commenced as early as October 2014 or earlier, as evidenced by the early engagement of Moelis.
9. The Matawa were not informed of this process by anybody, were not consulted about their views, about the effect on their continuing enhanced environmental assessment negotiations, nor about the timelines or objectives for the proposed transaction. Most importantly, the Matawa were not canvassed about their interest in participating in negotiating their own letter of intent by Moelis, the CCAA Parties, or by anyone else. From the Matawa perspective, this course of conduct appears to be exclusionary notwithstanding their interests in the wider constituency of interests in the Ring of Fire.
10. This series of unfortunate events has occurred in an environment of historical mistrust and broken promises, in part from the CCAA Parties themselves, which predates the effective date of the RFA. While the CCAA Parties are not signatories to the RFA, they should, at a minimum, have known that the RFA was executed and in force, and made some further minimal attempts to inform themselves, and reach out to the Matawa.
11. The Objectors recognize these developments to be adverse to their interests, and adverse to any healthy and sustainable development of the Chromite Assets. The Objectors are of the view that this cycle must be stopped in order for the Ring of Fire to be developed in a way that is both culturally and environmentally sensitive, and which

respects their Aboriginal and treaty rights. If done properly, this can lead to the achievement of the much needed economic benefits to their communities.

12. The Objectors recognize that their direct involvement in the decisions affecting the development and other commercial decisions would be consistent with their constitutionally protected rights, and not only beneficial to themselves, but also to investors, stakeholder governments, and the broader community interests. They are not unrealistic about the prospect of commercial development of the Ring of Fire, but do believe that it must happen in a way that respects the values and community goals of the Matawa, while also protecting all their Aboriginal and treaty rights, the environment, and the general improvement of their socio-economic well-being of the Matawa.
13. The Objectors are firmly of the view that their own exclusion from the process preceding the SPA speaks volumes regarding the failure of the CCAA Parties, and their advisors including Moelis, to conduct a sale process which is fair, open, transparent, and reasonable. The Objectors believe that the SPA and the process enacted to achieve it has been overly restrictive, narrow, and exclusive. They also believe that this course of action is a thinly veiled attempt to vest control of the Chromite Assets into the hands of Noront, KWG, and Franco-Nevada without providing the same opportunity to the Matawa. As such, and in the face of a failure to engage the broader constituency of interests in the Ring of Fire, the Objectors believe this activity constitutes a constructive failure to achieve the purposes and goals to which the CCAA was designed.
14. The Objectors note the absence of any attempt in these proceedings to obtain a bidding procedure order. Such an order is normal in CCAA proceedings, and could have sought from this Honourable Court on notice to the broader constituency of interests in the CCAA estate (including the Objectors). Such a motion could have provided some proactive insight and input into the sale process. A potential bidding procedures order might also have provided the Objectors with the opportunity and framework for the submission of a competing bid to the SPA. Moelis and the CCAA Parties currently endorse such a process under the SISP for the non-chromite assets, but curiously, not for the Chromite Assets.

15. The Objectors also see the following non-auction qualities included within the context of this pseudo stalking-horse auction process presented in the Chromite Motion, most of which would have been open to consideration or change by this Honourable Court and the service list had a bidding process order been sought by the CCAA Parties:
- (a) the closed process for private solicitations of interest, and a lack of detail around failure of those discussions;
  - (b) exclusivity conditions in the LOI and Definitive agreements;
  - (c) non-solicitation restrictions in the LOI;
  - (d) restrictions on public announcements;
  - (e) confidentiality restrictions;
  - (f) break fee.

#### **IV - THE OBJECTORS INTENTION TO SUBMIT AN OFFER TO PURCHASE WITH PRELIMINARY STEPS TO AN OFFER**

16. Based upon their history of dealings with Noront, KWG, and the CCAA Parties in this region, the Objectors have faint hope that any competing bid to the SPA presented outside these proceedings will be fairly treated or seriously entertained in a fair and reasonable manner. The proposed termination of the impartial overview of this Honourable Court following the granting of the proposed Sale Approval and Vesting Order within the Chromite Motion will not protect the interests of the Matawa within the broader constituency of interests in the Chromite Assets.
17. As a result, the Objectors intend to enter into a direct negotiation with the CCAA Parties and others for the purchase of some or all of the shares in SPA, to the extent they are currently within the ambit of these proceedings. The Objectors are also open to negotiating an asset deal for the Chromite Assets, but are primarily focused on their possible acquisition of shares. The Objectors are firmly of the view that this must happen with these proceedings.
18. To do this, the Objectors have commenced vigorous efforts to find financing, and to engage professional advisors to structure such a transaction. These efforts have been commenced in the critically short period of time since the public announcement of the SPA. Efforts are now under way with financiers out of the United States for preparation of a terms sheet, subject to all necessary due diligence.

19. The Objectors have now received three written retainer proposals from nationally recognized Canadian accounting and advisory firms. This advisory function is critical to the Objectors understanding of tax issues, market dynamics, legal and other business advisory issues. This is required for the Objector's due diligence preceding any negotiation of any letter of intent with the proposed sellers.
20. The financing and advisory roles for any letter of intent leading to a competing share offer that would compete with the SPA will require immediate access to the data room of the CCAA Parties, and delivery of, and reasonable access to, whatever information was provided to KWG, Moelis, Noront, or others to be valid and effective. The Objectors will sign the standard form of non-disclosure agreement that were negotiated with the competing offers, as long as those are reasonable, or at least 'market' forms of such agreements.
21. The Objectors are of the view that a fresh bidding procedure order should likely be considered by this Honourable Court and the Monitor to ensure that market value for the shares controlling the Chromite Assets are properly reflected in the purchase price. Adequate time and disclosure must be part of that process.
22. The SPA must not be approved at this time, under the current circumstances, without a more fulsome exposure to the market together with the granting of a reasonable time for the Objectors and the Matawa to obtain the resources and expertise required to examine this opportunity more fully.
23. Time does not appear to be of the essence in this matter, as neither the shares that are the subject of the SPA (the "**Chromite Shares**") nor the Chromite Assets are at risk with the granting of a reasonable time to sort these matters out. The CCAA parties have no known ongoing commercial development activity with respect to the Chromite Assets, and very few employees, if any. There does not appear to be any urgency disclosed in the Motion Materials in approving the SPA under current circumstances.
24. The rights and broader constituency of interests of the Matawa in the Ring of Fire are at issue in these proceedings. The failure of the CCAA Parties and this Honourable Court

to recognize this reality now could materially and adversely impact future development of the Chromite Assets in the Ring of Fire by the CCAA Parties and their partners, by the Matawa, or by any other persons that might successfully bid in what should become a fair and transparent bidding process.

## **V - ORDERS SOUGHT**

25. The Objectors pray this Honourable Court to refuse to proceed with the proposed hearing of the Chromite Motion until the Objectors and any other interested parties are able to submit competing bids for the Chromite Shares within a reasonable time, to be agreed or determined by this Honourable Court. This would require the establishment of a period of time to and in favour of the Objectors to engage their advisors, secure financing, and gain entry to the data room of the CCAA Parties. If that period of time cannot be established by agreement, then the Parties hereto shall bring a motion before this Honourable Court to determine such reasonable time period by way of interim order.
26. If the Chromite Motion is to proceed before a competing bid is created by the Objectors, then: establish a schedule for the delivery of materials and a fulsome litigation schedule for the evidence required for this Honourable Court to hear the merits, including cross examinations of Moelis, the CCAA Parties, KWG, the Monitor, and the Objectors.
27. If the Chromite Motion is to proceed following the full completion of the litigation schedule, then the Objectors pray that this Honourable Court refuse to grant the Chromite Motion to approve the SPA, on the basis proposed by the Objectors.
28. Consideration of the requirement for a formal Bidding Procedures Order hearing, within the context of the above options.
29. The present objection and contestation is well founded in fact and in law.

**WHEREFORE the OBJECTORS pray this Honourable Court:**

- A. DISMISSING** the Petitioners' Chromite Motion for the issuance of an approval and vesting order as it relates to control of the Chromite Assets under the SPA;
  
- B. ALTERNATIVELY ORDERING** adjournment *sine die* of the Chromite Motion to allow for submission of competing bids from the Objectors or others on the basis of a timetable to be agreed, or otherwise determined by further proceedings;
  
- C. ALTERNATIVELY ORDERING** a hearing for the establishment of a Bidding Process Order hearing, with materials to be filed;
  
- D. ALTERNATIVELY ORDERING** adjournment *sine die* to allow for a litigation timetable on terms and conditions favourable to this Honourable Court;

**THE WHOLE** with costs in favour of the Objectors.

MONTREAL, April 13, 2015

Miller Thomson LLP  
MILLER THOMSON LLP

N°

500-11-048114-157

COURT

SUPERIOR COURT

DISTRICT OF MONTREAL

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

BLOOM LAKE GENERAL PARTNER LIMITED, QUINTO MINING  
CORPORATION, 8568391 CANADA LIMITED AND CLIFFS QUÉBEC IRON  
MINING U.L.C.

Petitioners

-and-  
THE BLOOM LAKE IRON ORE MINE LIMITED PARTNERSHIP AND BLOOM  
LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-  
FTI CONSULTING CANADA INC.

Monitor

-and-  
EABAMETOONG FIRST NATION, GINOOGAMING FIRST NATION,  
CONSTANCE LAKE FIRST NATION AND LONG LAKE #58 FIRST NATION  
Objectors

NOTICE OF OBJECTION AND CONTESTATION OF  
PETITIONERS' MOTION FOR THE ISSUANCE OF AN APPROVAL  
AND VESTING ORDER WITH RESPECT TO THE SALE OF THE  
CHROMITE SHARES

ORIGINAL

REF.: MTRÉ STÉPHANE HÉBERT

123861.0002

BP / 0363

**Miller  
Thomson**  
avocats | lawyers

1000 DE LA GAUCHETIÈRE STREET WEST, SUITE 3700  
MONTREAL, QC + H3B 4W5 + CANADA

T 514.875.5210

F 514.875.4700

CANADA  
PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

**SUPERIOR COURT**  
**Commercial Division**

---

No: 500-11-048114-157

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

**BLOOM LAKE GENERAL PARTNER  
LIMITED, QUINTO MINING CORPORATION,  
8568391 CANADA LIMITED and CLIFFS  
QUEBEC IRON MINING ULC.**

Petitioners

- and -

**THE BLOOM LAKE IRON ORE MINE  
LIMITED PARTNERSHIP AND BLOOM LAKE  
RAILWAY COMPANY LIMITED**

Mises-en-cause

- and -

**FTI CONSULTING CANADA INC.**

Monitor

- and -

**EABAMETOONG FIRST NATION,  
GINOOGAMING FIRST NATION,  
CONSTANCE LAKE FIRST NATION and  
LONG LAKE # 58 FIRST NATION**

Objectors

---

---

**LIST OF EXHIBITS**

(In support of Objector's Notice of Objection and Contestation of Petitioners' Motion for the Issuance of an Approval and Vesting Order with respect to the sale of the Chromite Shares)

---

O-1: Regional Frame Work Agreement dated March 26, 2014;

Montréal, April 13, 2015

Miller Thomson LLP  
MILLER THOMSON L.L.P.  
Attorneys for the Objectors

**THIS REGIONAL FRAMEWORK AGREEMENT (the "REGIONAL FRAMEWORK")**  
effective as of the 26 day of March, 2014.

BETWEEN:

**Aroland First Nation**, as represented by the Chief and Council  
and  
**Constance Lake First Nation**, as represented by the Chief and Council  
and  
**Eabametoong First Nation**, as represented by the Chief and Council  
and  
**Ginoogaming First Nation**, as represented by the Chief and Council  
and  
**Long Lake #58 First Nation**, as represented by the Chief and Council  
and  
**Marten Falls First Nation**, as represented by the Chief and Council  
and  
**Neskantaga First Nation**, as represented by the Chief and Council  
and  
**Nibinamik First Nation**, as represented by the Chief and Council  
and  
**Webequie First Nation**, as represented by the Chief and Council

(individually referred to as a "First Nation" and collectively referred to as the "First Nations")

-AND-

**Her Majesty the Queen In Right of Ontario**, as represented by the Minister of Northern Development and Mines ("Ontario")

(The First Nations and Ontario are collectively referred to as the "Parties" and each First Nation and Ontario are individually referred to as a "Party")

- a. WHEREAS the Parties have agreed to participate in a community-based process of negotiation related to mineral and other related developments in the area known as the Ring of Fire (the "Regional Process");
- b. And Whereas the Parties acknowledge that mineral and other related developments in the area known as the Ring of Fire may have differential potential impacts on individual First Nation communities, and accordingly

implementation of this Regional Framework and related agreements will reflect an equitable approach that is proportionate to the degree of potential impact on a particular First Nation;

- c. And Whereas the Parties acknowledge that Ontario has entered into a Memorandum of Understanding (“MOU”) with Marten Falls First Nation and a Memorandum of Cooperation (“MOC”) with Webequie, related to mineral exploration and development activities, and that entering into this Regional Framework does not alter or modify Ontario’s commitments in the MOU and MOC respectively, to which Ontario remains firmly committed, and to which it will give a continuing priority in its direct discussions with Marten Falls First Nation and Webequie First Nation;
- d. And Whereas the Parties acknowledge that each First Nation will direct its own decision-making with respect to the Regional Process;
- e. And Whereas the Parties desire to foster a positive long-term government-to-government relationship to create benefits and opportunities to improve the economic prosperity and quality of life for the First Nations while taking an environmentally responsible approach to mineral development in the area known as the Ring of Fire, which approach is culturally sensitive, and which is respectful of constitutional rights;
- f. And Whereas the Parties acknowledge that participation in this Regional Framework does not constitute support by the First Nations for any specific development project relating to the area known as the Ring of Fire;
- g. And Whereas the Parties desire to continue to build a more positive long-term relationship supported by reaching related agreements pursuant to this Regional Framework;
- h. And Whereas the Parties recognize and affirm that the Crown has specific constitutional obligations of consultation and accommodation in relation to mineral development projects that might adversely affect Aboriginal or Treaty rights in the area known as the Ring of Fire and to do so in ways that reflect the law relating to section 35 of the Constitution Act, 1982;
- i. And Whereas the Federal Government has its own constitutional obligations to each First Nation which are not replaced by the Regional Process;
- j. And Whereas the Parties are committed to continue to create opportunities for individual First Nation communities to have meaningful participation into mineral exploration and development decisions in the area known as the Ring of Fire in a way that is proportionate to the degree of potential impact on a particular First Nation, and to fostering economic opportunities for the First Nations;

- k. And Whereas third parties, including the Federal Government, other communities, and existing and future proponents may have an interest in the Regional Process;
- l. And Whereas the Parties desire to enter into a Regional Framework to set out certain Principles and Objectives and other parameters to facilitate the negotiation of agreements as part of the Regional Process on the subject matters provided herein;

***Now therefore the Parties enter into this Regional Framework on the following terms:***

## **A. PRINCIPLES AND OBJECTIVES**

### **1. Principles**

The Parties agree that the Principles that shall govern this Regional Framework are as follows:

- a) **Government-to-Government:** Recognition of the government-to-government relationship among the Parties, with the willingness and commitment to strengthen that relationship, including through respect for and good faith intention to reconcile differences between the Parties.
- b) **Existing Rights:** Commitment to respect the existing legal and constitutional rights of all Parties.
- c) **Positive and Long-Term Relationship:** Willingness and commitment to forge a positive and long-term relationship based on the Principles herein, recognizing the past and seeking to build a more positive future.
- d) **Mutual Respect:** Willingness and commitment to hear each other and to act honourably and in good faith toward each other, including through meaningful appreciation of the Parties' perspectives, constraints, values and culture.
- e) **Mutual Understanding:** Willingness and commitment to understand each other's cultures, responsibilities and limitations.
- f) **Meaningful Participation:** Willingness and commitment to create and implement mechanisms that achieve culturally sensitive, inclusive and meaningful

opportunities for the individual First Nation communities to participate in matters related to mineral development in the area known as the Ring of Fire in a manner which is respectful of constitutional rights.

- g) **Mutual Accountability:** Willingness and commitment to create and implement mechanisms to ensure that the Principles, Objectives and other provisions of this Regional Framework are carried out in their spirit and intent.
- h) **Importance of the Federal Government's Role:** Acknowledgement that strategies to appropriately engage the Federal Government will need to be developed and implemented in consideration of: the Federal Government's ongoing constitutional and other obligations regarding the individual First Nation communities; the need to improve social and economic conditions for the individual First Nation communities; the need for the Federal Government to contribute its fair share to support environmentally responsible development in the area known as the Ring of Fire; and the Federal Government's central role in many other matters addressed in this Regional Framework, or in other related agreement(s).
- i) **Other Aboriginal Communities:** Acknowledgement that this Regional Framework and any related agreement(s) may have implications for other communities, which will need to be appropriately considered.
- j) **Third Parties:** Recognition that this Regional Framework and any related agreement(s) may have implications for third parties, which will need to be appropriately considered.

## **2. Objectives**

The Parties agree that the Objectives of this Regional Framework are, in accordance with the Principles outlined herein, to facilitate:

- a) the negotiation of one or more related agreement(s), on a timely basis and within constitutional and Ontario's legislative frameworks along with consideration of relevant Canadian best practices and precedents, on:
  - (i) long term environmental monitoring on a regional basis, taking into account ongoing environmental assessment and land-use planning processes;
  - (ii) industrial and regional infrastructure planning and implementation, including transportation, energy generation and transmission, on-reserve infrastructure, and regional communications technology;

- (iii) improving community social and economic development supports in the First Nations; and
  - (iv) the equitable sharing of the economic benefits of mineral and related development connected with the area known as the Ring of Fire, including the sharing of Crown resource mining tax and/or mining royalty revenues and the additional economic benefits resulting from agreed upon approaches to matters set out in clauses i), ii) and iii) above.
- b) the negotiation of one or more related agreement(s), on a priority basis and within the existing legislative framework, along with consideration of relevant Canadian best practices and precedents, on ways in which individual First Nation communities will have enhanced participation in the provincial environmental assessments that have been commenced in respect of mineral-development and related infrastructure projects in the area known as the Ring of Fire. Without limiting the generality of the foregoing these enhancements will:
- (i) be community-specific and community-focussed;
  - (ii) be culturally sensitive;
  - (iii) reflect the importance of the land, air, water, wildlife, and all components of the environment;
  - (iv) recognize the significance of traditional land use activities among the First Nations, including trapping, fishing, hunting, gathering and others, and encourage the hearing of the views from the people engaged in these activities;
  - (v) take into account scientific knowledge and traditional First Nation knowledge;
  - (vi) reflect meaningful involvement of individual First Nation communities that is reflective of the different potential impacts of mineral developments and related infrastructure projects on each particular First Nation; and
  - (vii) recognize the role and responsibility of the proponents within the existing legislative framework.
- c) The Parties agree to discuss future projects undergoing Ontario environmental assessments in respect of mineral-development and related infrastructure projects in the area known as the Ring of Fire in light of provisions in, and any related agreement(s) reached, pursuant to paragraphs A.2.a) and A.2.b) above.

## **B. IMPLEMENTATION AND FUNDING**

### **1. Implementation**

Recognizing that each First Nation will determine how negotiations in the Regional Process will be carried out on behalf of the First Nations, the Parties will work together to:

- a) develop processes required to implement this Regional Framework and the development of any related agreement(s);
- b) establish, as appropriate, committees and/or working groups which may be assigned roles with respect to the development of proposals for the implementation of this Regional Framework and the development of any related agreement(s);
- c) determine the purpose, goals, function, composition, governance and reporting structures, and terms of reference of the committees and working groups established under this Regional Framework and any related agreement(s);
- d) develop a communications plan to be undertaken under this Regional Framework and any related agreement(s);
- e) set priorities for negotiating matters related to the implementation of this Regional Framework and the development of any related agreement(s); and
- f) develop the workplan(s) and timetable(s) for work to be undertaken under this Regional Framework and any related agreement(s).

### **2. Funding**

Recognizing the necessity to provide adequate and reasonably necessary funding for the work to be completed under this Regional Framework,

- (i) the Parties will work together to develop a budget based upon workplan(s) and timetable(s) agreed to by the Parties;
- (ii) the Ontario Ministry of Northern Development and Mines will provide funding to each First Nation, or any grouping of First Nations as determined by those First Nations, based on agreed upon budgets to cover costs that are reasonably necessary to support the implementation of this Regional Framework;

- (iii) funding will be provided in accordance with funding agreement(s); and
- (iv) all expenditures eligible for funding by Ontario will be reasonable and in conformity with applicable Government of Ontario directives and appropriations.

## **C. GENERAL PROVISIONS**

### **1. Non – Derogation**

Nothing in this Regional Framework, or of any related agreement(s) made hereunder, shall be construed so as to abrogate or derogate from the protection provided for the Aboriginal and Treaty rights of the Aboriginal peoples of Canada, including those of any First Nation, as recognized and affirmed by section 35 of the Constitution Act, 1982 and the related jurisprudence thereunder.

### **2. Without Prejudice**

- a) Any position taken by a Party as part of the negotiation of this Regional Framework or of any related agreement(s) made hereunder is without prejudice to the legal positions of that Party.
- b) This Regional Framework does not limit the position any Party may take in any legal or administrative proceedings.

### **3. Notice**

- a) Notice under this Regional Framework is to be provided in writing and is to be delivered personally or sent by fax or registered mail to the Parties at the following addresses:
  - (i) to the First Nations:
    - 
    - Chief
    - Aroland First Nation
    - PO Box 10
    - Aroland, ON P0T 1B0
    - Fax: (807) 329-5750

Chief  
Constance Lake First Nation  
PO Box 4000  
Constance Lake, ON P0L 1B0  
Fax: (705) 463-2222

Chief  
Eabametoong First Nation  
PO Box 298  
Fort Hope, ON P0T 1L0  
Fax: (807) 242-1441

Chief  
Ginoogaming First Nation  
PO Box 89  
Longlac, ON P0T 2A0  
Fax: (807) 876-2495

Chief  
Long Lake No. 58 First Nation  
PO Box 609  
Longlac, ON P0T 2A0  
Fax: (807) 876-2757

Chief  
Marten Falls First Nation  
General Delivery  
Ogoki Post, ON P0T 2L0  
Fax: (807) 349-2511

Chief  
Neskantaga First Nation  
PO Box 105  
Lansdowne House, ON P0T 1Z0  
Fax: (807) 479-1138

Chief  
Nibinamik First Nation  
General Delivery  
Summer Beaver, ON P0T 3B0  
Fax: (807) 353-1218

Chief  
Webequie First Nation  
P.O. Box 268  
Webequie, ON P0T 3A0  
Fax: 807-353-1218

and a copy shall be provided to:

CEO  
Matawa First Nations Tribal Council  
233 South Court Street, 2<sup>nd</sup> floor  
Thunder Bay, ON P7B 2X9  
Fax: (807) 344-2977

(ii) to Ontario:

Assistant Deputy Minister  
Ring of Fire Secretariat  
Ministry of Northern Development and Mines  
123 Edward Street, Suite 1305  
Toronto, ON M5G 1E2  
Fax: (416) 326-4777

b) The notice will be presumed to have been received:

- (i) if delivered personally, on the day that it was delivered;
- (ii) if sent by fax, on the next business day after it was transmitted; and
- (iii) if sent by registered mail, on the earlier of the day it was received and the fifth day after it was mailed.

#### **4. Termination**

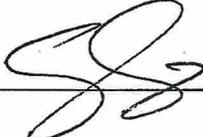
This Regional Framework may be terminated:

- (i) by mutual consent of the Parties; or
- (ii) upon the expiry of 90 days of the First Nations giving notice to Ontario or Ontario giving notice to the First Nations.

**5. Execution**

- a) Concurrent with the execution of this Regional Framework or any related agreement:
  - (i) each First Nation will deliver to MNDM a certified copy of the resolution(s) approving and authorizing the execution of this Regional Framework or applicable related agreement that have been duly passed by the Band Council of each First Nation; and
  - (ii) MNDM will deliver to the First Nations a certificate to the effect that this Regional Framework or applicable related agreement has been approved by the Government of Ontario, where required, and that the relevant Minister is authorized to execute the applicable agreement.
- b) This Regional Framework may be executed by fax or scanned email copy and if so executed, shall be legal, valid and binding on any Party executing in such a manner.
- c) This Regional Framework may also be executed in any number of counterparts and all such counterparts shall for all purposes constitute one agreement binding on the Parties hereto provided each Party hereto has executed at least one counterpart and each shall be deemed to be an original notwithstanding that all Parties are not signatory to the same counterparts.
- d) This Regional Framework comes into force and effect on the day it has been executed by the Minister of MNDM and the Chiefs of each First Nation.
- e) The Parties have executed this Regional Framework on the dates set out below.

SIGNED on behalf of the AROLAND FIRST NATION,  
as represented by Chief Sonny Gagnon

Signature:  Date: Mar. 26/14

Signed in the presence of [name of witness]: Henry Kash Kash

Signature:  Date: March 26/14

SIGNED on behalf of the CONSTANCE LAKE FIRST NATION,  
as represented by Chief Fred Sackaney

Signature: [Signature] Date: March 26/14

Signed in the presence of [name of witness]: Darius Ferris

Signature: [Signature] Date: March 26/14

SIGNED on behalf of the EABAMETOONG FIRST NATION,  
as represented by Chief Elizabeth Atlookan

Signature: [Signature] Date: March 26/14

Signed in the presence of [name of witness]: Harry Papah

Signature: [Signature] Date: Mar. 26/14

SIGNED on behalf of the GINOOGAMING FIRST NATION,  
as represented by Chief Celia Echum

Signature: Celia Echum Date: March 26, 2014

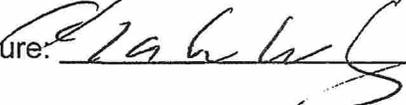
Signed in the presence of [name of witness]: MAURICE WABOOSE

Signature: Maurice Waboose Date: Mar. 26/2014

SIGNED on behalf of the LONG LAKE #58 FIRST NATION,  
as represented by Chief Allen Towegishig

Signature:  Date: Mar 26/14

Signed in the presence of [name of witness]: Maibe Grosby

Signature:  Date: March 26/14

SIGNED on behalf of the MARTEN FALLS FIRST NATION,  
as represented by Chief Eli Moonias

Signature: ~~~~  Date: March 24, 2014

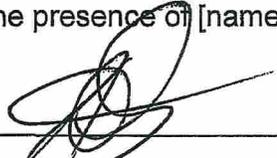
Signed in the presence of [name of witness]: Gilbert Rob Baxter

Signature:  Date: March 26, 2014

SIGNED on behalf of the NESKANTAGA FIRST NATION,  
as represented by Councillor Roy Moonias

Signature:  Date: March 26, 2014

Signed in the presence of [name of witness]: Wayne Moonias

Signature:  Date: March 26/14

SIGNED on behalf of the NIBINAMIK FIRST NATION,  
as represented by Chief Johnny Yellowhead

Signature: [Handwritten Signature] Date: March 26, 2014

Signed in the presence of [name of witness]: CAPINUS WABASSE

Signature: [Handwritten Signature] Date: Mar 26/2014

SIGNED on behalf of the WEBEQUIE FIRST NATION,  
as represented by Chief Cornelius Wabasse

Signature: [Handwritten Signature] Date: March 26, 2014

Signed in the presence of [name of witness]: ANANIAS SPENCE

Signature: [Handwritten Signature] Date: March 26 2014

SIGNED on behalf of HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,  
as represented by the Minister of Northern Development and Mines, Hon. Michael  
Gravelle

Signature: [Handwritten Signature] Date: March 26, 2014

Signed in the presence of [name of witness]: GEORGE ROSS

Signature: [Handwritten Signature] Date: March 26/2014

N°

500-11-048114-157

COURT

SUPERIOR COURT

DISTRICT OF MONTREAL

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

BLOOM LAKE GENERAL PARTNER LIMITED, QUINTO MINING  
CORPORATION, 8568391 CANADA LIMITED AND CLIFFS QUÉBEC IRON  
MINING U.L.C.

Petitioners

-and-  
THE BLOOM LAKE IRON ORE MINE LIMITED PARTNERSHIP AND BLOOM  
LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-  
FTI CONSULTING CANADA INC.

Monitor

-and-  
EABAMETOONG FIRST NATION, GINOOGAMING FIRST NATION,  
CONSTANCE LAKE FIRST NATION AND LONG LAKE #58 FIRST NATION  
Objectors

**EXHIBIT O-1**

(IN SUPPORT OF OBJECTOR'S NOTICE OF OBJECTION AND CONTESTATION  
OF PETITIONERS' MOTION FOR THE ISSUANCE OF AN APPROVAL AND  
VESTING ORDER WITH RESPECT TO THE SALE OF THE CHROMITE SHARES)

**ORIGINAL**

REF.: MTRÉ STÉPHANE HÉBERT

123861.0002

**Miller  
Thomson**  
avocats | lawyers

BP / 0363

1000 DE LA GAUCHETIÈRE STREET WEST, SUITE 3700  
MONTREAL, QC + H3B 4W5 + CANADA

T 514.875.5210

F 514.376.4700

N<sup>o</sup> 500-11-048114-157  
COURT SUPERIOR COURT

DISTRICT OF MONTREAL

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

BLOOM LAKE GENERAL PARTNER LIMITED, QUINTO MINING CORPORATION, 8568391 CANADA LIMITED AND CLIFFS QUÉBEC IRON MINING U.L.C.

Petitioners

-and-  
THE BLOOM LAKE IRON ORE MINE LIMITED PARTNERSHIP AND BLOOM LAKE RAILWAY COMPANY LIMITED

Mises-en-cause

-and-  
FTI CONSULTING CANADA INC.

Monitor

-and-  
EABAMETOONG FIRST NATION, GINOOGAMING FIRST NATION, CONSTANCE LAKE FIRST NATION AND LONG LAKE #58 FIRST NATION

Objectors

LIST OF EXHIBIT  
(IN SUPPORT OF OBJECTOR'S NOTICE OF OBJECTION AND CONTESTATION OF PETITIONERS' MOTION FOR THE ISSUANCE OF AN APPROVAL AND VESTING ORDER WITH RESPECT TO THE SALE OF THE CHROMITE SHARES)

ORIGINAL

REF.: MTRÉ STÉPHANE HÉBERT 123861.0002

