



# **Appendix H**

## **First Nations Partnership Funding Agreement**

**PROCESS AND FUNDING AGREEMENT  
CÔTÉ GOLD PROJECT**

THIS AGREEMENT, effective as of the 24th day of April 2018 is made

BETWEEN:

**MATTAGAMI FIRST NATION AND FLYING POST FIRST NATION**, each existing bands pursuant to the Indian Act (Canada)

(hereinafter referred to as the "First Nation Parties" or "FNP")

AND

**IAMGOLD CORPORATION**, a body corporate existing under the laws of Canada

(hereinafter referred to as "Operator")

**WHEREAS:**

- A. FNP is represented by the Chiefs and Councils of the Mattagami First Nation and the Flying Post First Nation pursuant to the Indian Act (Canada);
- B. Each of the First Nations that comprise FNP are signatories to Treaty No. 9 and hold and exercise Section 35(1) Rights over, and within their respective traditional territories (the "Traditional Territories");
- C. Operator holds certain mineral claims, rights and interest in the Traditional Territories of the FNP and in particular, those mining rights related to the Côté Gold Project in the Gogama area;
- D. Operator is proposing the development of an open pit mine together with all associated mineral processing, water management, tailings management and transmission lines, access roads and related facilities for the Côté Gold Project near Gogama, Ontario;
- E. Operator acknowledges the Project falls within the Traditional Territories of the FNP and wishes to develop the Project in a manner that respects Section 35(1) Rights;
- F. Operator acknowledges that the Project will have an impact on the lands falling within the Traditional Territories of the FNP and FNP's use of the Traditional Territories including the exercise of their Section 35(1) Rights therein;

- G. FNP and Operator acknowledge that the potential impacts of the Project's development have been assessed by the Federal Government and Provincial Government in the Environmental Assessment (defined below) and that the Federal Government and Provincial Government have separately imposed various conditions on the Project's potential development to address, among other things, potential impacts on the FNP's use of their Traditional Territories, including the exercise of their Section 35(1) Rights therein;
- H. The Parties acknowledge that pursuant to an Exploration Agreement dated September 10, 2009, as amended, the Parties have been engaged in an on-going dialogue to better understanding the potential impacts and benefits that might accrue to the FNP in connection with the proposed Project;
- I. In furtherance of the Exploration Agreement the Parties have been negotiating towards an Impact Benefit Agreement to address and/or define, in part, the impacts and benefits that the Project may have on the Section 35(1) Rights and the Traditional Territories of the FNP;
- J. FNP and the Operator acknowledge that many of the potential impacts and benefits arising from the proposed Project on the FNP's use of the Traditional Territories, including the exercise of their Section 35(1) Rights therein, will be managed, mitigated and/or implemented, in part, through the implementation of the commitments outlined in the Environmental Assessment;
- K. Throughout their continued engagement, since 2009, the Parties have come to better understand the Section 35(1) Rights and the potential adverse and beneficial effects of the Project on the FNP;
- L. The Parties wish to continue to identify and consider strategies or measures to avoid, mitigate, and manage any potential adverse environmental effects of the Project on FNP's Section 35(1) Rights, and to accommodate the exercise of their Section 35(1) Rights, as appropriate, beyond those measures contemplated in the Environmental Assessment, including with respect to any changes made to the proposed Project design as will be assessed through the Environmental Effects Review (defined below);
- M. In June 2017, the Operator announced the formation of a joint-venture with Sumitomo Mining and Metals Ltd. (Sumitomo) with respect to the Project pursuant to which Operator has the authority to represent Sumitomo with respect to the Project in its capacity as the operator;
- N. The FNP and Operator wish to maintain collaborative relations and to deal with each other fairly, openly and in good faith.

## **THEREFORE THE PARTIES AGREE AS FOLLOWS:**

### **1 Definitions**

1.1 In this Agreement, unless the context requires otherwise:

**“Agreement”** means this agreement, including:

Appendix A – Eligible Costs

Appendix B – Work plan and Budget

Appendix C – Signed FNP Band Council Resolutions

**“Applicable Laws”** means any and all applicable federal, provincial and municipal laws, statutes, by-laws, rules, regulations, orders and ordinances together with all codes, guidelines, policies, notices, directions, directives and standards of any Governmental Authority which are legally mandatory in nature, affecting the obligations of either of the Parties pursuant to the terms of this Agreement, as applicable, from time to time;

**“Business Day”** means any day that is not a Saturday, Sunday or statutory holiday in Ontario;

**“CEAA”** means the *Canadian Environmental Assessment Act 2012*, SC 2012, c 19, s 52, as amended or replaced;

**“Direct Consultation”** has the meaning set out in paragraph 5.4;

**“Direct Consultation Notice”** has the meaning set out in paragraph 5.5;

**“EAA”** means the *Ontario Environmental Assessment Act*, RSO 1990, c E.18;

**“Effective Date”** means the day and year first above written;

**“Eligible Costs”** means those costs or expenses described in Appendix A and incurred by the FNP in relation to this Agreement and that are eligible for Funding to be provided by the Operator pursuant to this Agreement;

**“Environment”** has the meaning ascribed to it in the Environmental Assessment of the Project;

**“Environmental Assessment”** means:

- a) The Provincial Government’s environmental assessment process under the EAA; and
- b) The Federal Government’s environmental assessment process under the CEAA.

**“Environmental Effect”** has the meaning ascribed to it in the Environmental Assessment of the Project;

**“Environmental Effects Review (EER) Report”** means the report providing the analysis of the Environmental Effects of material changes to the Project required by section 2.11 of the Federal

Government's Decision Statement issued on April 13, 2016 and section 26.1 of the Provincial Government's decision statement issued on December 22, 2017;

**"Federal Government"** means the federal government of Canada;

**"First Nation Parties"** or **"FNP"** means Mattagami First Nation and Flying Post First Nation, each existing bands pursuant to the *Indian Act* (Canada);

**"Funding"** means, collectively, the payments made or to be made by the Operator to the FNP pursuant to the approved budget set forth in Appendix B;

**"Governmental Authority"** means a Provincial Government ministry or Federal Government department responsible for issuing a Permit;

**"Member"** means an individual who at the relevant time is, or who has applied and is entitled to be, a member of Mattagami First Nation or Flying Post First Nation pursuant to the ordinary membership rules of the First Nation, and of the *Indian Act*;

**"Parties"** means the First Nation Parties, the Operator, and their respective successors and permitted assigns, and **"Party"** means either one of the Parties;

**"Permit"** means any authorization, licence, lease, certificate of approval, approval or similar permission for carrying out any aspect of the Project required or provided by a Governmental Authority;

**"Project"** means the Operator's proposed Côté Gold Project, as assessed under the EAA and the CEAA;

**"Provincial Government"** means the Government of Ontario;

**"Representative"** means an individual appointed by either Party to be its representative in relation to this Agreement;

**"Section 35(1) Rights"** means those existing rights of the FNP as recognized and affirmed by Section 35(1) of the *Constitution Act*, 1982;

**"Term"** means the period of time referred to in paragraph 9.1, subject to earlier termination under paragraph 9.2; and

**"Work plan and Budget"** has the meaning set out in paragraph 4.1.

## **2 Purpose**

2.1 The purposes of this Agreement are:

- 2.1.1 to facilitate communication between the Parties to support the preparation of the Environmental Effects Review as well as the assessment of any potential impacts on Section 35(1) Rights arising from any changes made to the Project where such impacts may not have been assessed as part of the original Environmental Assessment;

- 2.1.2 to facilitate FNP participation in the technical review and consultation in relation to Permits, including Permit applications and supporting documents and to accommodate the exercise of the Section 35(1) Rights, as appropriate, in accordance with the Environmental Assessment as updated by the Environmental Effects Review;
- 2.1.3 to facilitate the review by the FNP of other documentation, as detailed in the Budget attached as Appendix B, including without limitation the Indigenous Consultation Plan, Indigenous Traditional Land Use Program, Indigenous Health Follow-up Program and Socio-economic Management Plan; and
- 2.1.4 to set out the amount of Funding and the terms and conditions for the provision of payment by Operator to enable the FNP to meet the obligations set out in this Agreement.

### **3 Funding and Financial Accounting**

- 3.1 Operator will provide the FNP with funding for the duration of this Agreement in order to ensure the FNP are able to:
  - 3.1.1 retain technical expertise and participate in consultation related to the activities contemplated in this Agreement;
  - 3.1.2 identify and consider any strategies or measures to avoid, mitigate, or manage any potential adverse or beneficial impacts of the Project on the exercise of their Section 35(1) Rights interests, culture and traditions.
- 3.2 The FNP agree that they will use all reasonable efforts to cooperate with the Operator to control costs incurred by any one of them.
- 3.3 Operator agrees to provide the FNP a monthly payment of 12% of the Budget attached hereto as Appendix B. In the event FNP's incurred costs exceed the 12% fees allocated in advance during a particular month, upon receiving and approving invoices from the FNP and its representatives, the Operator shall reimburse for the remainder.
- 3.4 Fees and expenses of FNP will be billed to Company at cost, exclusive of a 12% FNP administration fee to offset Eligible Costs incurred by FNP.
- 3.5 The funding is to be used by the FNP solely for the purpose of offsetting Eligible Costs as prescribed in Appendix A.
- 3.6 Within fifteen (15) days of the end of each month during the term of this Agreement, the FNP will provide Operator with a financial report of expenditures on costs for that period demonstrating that the funding was used in that period solely for the purpose of defraying Eligible Costs. Operator agrees to provide the FNP with Funding under the terms of this Agreement.
- 3.7 The FNP will permit Operator or its Representatives, at all reasonable times upon seven (7) days written notice and at the cost of Operator, to inspect, examine, review and copy any and all accounting and financial records that have been produced, received or acquired by the FNP in connection with the Funding provided under this Agreement.

- 3.8 FNP and the Operator expect that an updated Work plan and Budget may be required for 2019, 2020 and 2021 if the Project continues to advance towards construction and development. If the Project continues such advancement, the Parties will work to develop a draft updated Work plan and Budget for each subsequent annual period at least sixty (60) days prior to January 1st of the applicable year with the intention of finalizing such Work plan and Budget no later than fifteen (15) days prior to January 1st of the applicable year. If the Parties mutually agree on the updated Work plan and Budget in writing for any subsequent year, the Parties will amend this Agreement to extend its term to cover the applicable period and append the updated Work plan and Budget to the amended Agreement.

#### **4 Work plan and Budget**

- 4.1 To accomplish the purposes of this Agreement, the Parties agree to conduct business in accordance with the work plan and budget developed on an annual basis pursuant to this Agreement, and attached as Appendix B (the "Work plan and Budget").

#### **5 Permit Applications**

- 5.1 Operator shall be responsible for preparing and submitting to Governmental Authorities all Permit applications, which shall be deemed to include applications for amendments to Permits under Applicable Laws. If Operator relies on any third party Contractors to prepare and submit any Permit applications, Operator shall be responsible for ensuring such applications are made in accordance with the processes set forth in this Agreement.
- 5.2 Operator shall notify and provide copies to the FNP of substantially completed draft Permit applications and supporting materials by email or as otherwise agreed by the Parties as they become available, and where practicable in advance of submission of the draft Permit applications and supporting materials to government agencies, to accommodate consultation contemplated in this Article 5.

- 5.3 The FNP agree that, for purposes of this Agreement, Operator shall consult with the FNP respecting Permits and amendments to Permits within the timeframes set out in the table below in which Permits are identified by type ("Routine", "Minor" and "Major") as required by this Article 5.

<u>Authorization</u>	<u>Timeframe for Consultation</u>	<u>Examples</u>
"Routine"	10 Business Days from the date of receipt by the FNP of substantially completed draft applications including any supporting materials that are appended to such applications	MNR Work Permits Exploration Permits and Plans Amendment to Environmental Compliance Approval Permit renewals not involving changes to terms and conditions of the Permit
"Minor"	20 Business Days from the date of receipt by the FNP of substantially completed draft applications, including any supporting materials that are appended to such applications	Environmental Compliance Approval (Sewage) Environmental Compliance Approval (Air) Permit to Take Water Minor amendments <sup>1</sup> to the Closure Plan which have the potential to create adverse Environmental Effects Permits under any Federal Government legislation, excluding <i>Fisheries Act</i> Permits Letters of advice under the <i>Fisheries Act</i> .
"Major"	40 Business Days from the date of receipt by the FNP of substantially complete draft applications, including any supporting materials that are appended to such applications	Significant Amendments to Closure Plan New Closure Plan Permits under the <i>Fisheries Act</i>

<sup>1</sup> Operator to provide list of proposed minor amendments



- 5.4 Unless a Direct Consultation Notice in respect of Routine or Minor Permits is issued under Section 5.5, the Parties acknowledge that direct consultation by the Operator within the FNP communities ("Direct Consultation") will be required for all Major Permit applications but not for Routine and Minor Permit applications. Direct Consultation shall include one or more meetings within each of the FNP communities, in which Operator presents information about the Permit and seeks input from the FNP communities.
- 5.5 If one of the FNP Representatives believes on a reasonable basis that Direct Consultation is required on a Routine Permit or a Minor Permit, then the Representative shall so advise Operator in writing (a "Direct Consultation Notice") within five (5) Business Days of receiving copies of the relevant Permit application. Upon receipt of the Direct Consultation Notice, Operator shall coordinate through the FNP Representative for Direct Consultation with the FNP in relation to the Routine Permit or Minor Permit. The Parties acknowledge that the timelines set forth in Section 5.3 shall be extended by five (5) Business Days on any Permit application for which a Direct Consultation Notice is issued.
- 5.6 The FNP shall make reasonable efforts to facilitate meetings of Operator with the FNP communities for Direct Consultation on Major Permits, or on Routine Permits or Minor Permits pursuant to a Direct Consultation Notice, including through participation in town hall meetings, general assemblies, presentations to school classes, and similar activities or as specified in the Indigenous Consultation Plan. Failure on the part of the FNP to arrange such meetings and activities in accordance with the Permit review timelines set out in Section 5.3 shall not be used as evidence of breach of this Agreement on the part of FNP or failure to consult on the part of Operator.
- 5.7 The Parties shall work cooperatively through their respective Representatives to review applications for Permits within the timeframes set out in Section 5.3, or, in the case of Direct Consultation on Routine Permits or Minor Permits, within the timeframes set out in Section 5.5, and shall use reasonable efforts to reach consensus on the content of the Permit application, including any proposed terms and conditions, prior to the submission of an application to Governmental Authorities. If the Parties are able to reach consensus, written confirmation that such consensus has been reached will be submitted with the Permit application to the Governmental Authorities. If the Parties are unable to reach consensus within the timeframes set out in Section 5.3, or, in the case of Direct Consultation on Routine Permits or Minor Permits, within the timeframes set out in Section 5.5, Operator shall be entitled to submit the Permit application to the Governmental Authorities, and the FNP may make representation and submissions to Governmental Authorities about the Permit application. If the Governmental Authorities accept the consensus position of the Parties reached under this paragraph in respect of a Permit, the FNP accept that the Crown's duty to consult FNP will have been satisfied in respect of that Permit.
- 5.8 At any time, the FNP, upon providing reasonable justification, may request from Operator additional time for technical review or for consultation on Permits, and Operator shall give reasonable consideration to granting such requests.
- 5.9 Subject to Section 5.7, the FNP reserve the right to make full and fair representations and submissions to Governmental Authorities with respect to any Permit application.

- 5.10 Operator shall provide copies of all Permits together with any accompanying conditions to the FNP within five (5) Business Days of receipt of the original copy of the Permit from the Governmental Authorities.
- 5.11 Operator shall provide FNP with regular briefings on the nature and status of Permit activities for the Project and shall, when reasonably requested by the FNP, provide the Chiefs and Councils of the FNP with briefings about Permit activities for the Project.
- 5.12 In order to support Permit review, Operator shall arrange an initial site visit by the FNP technical reviewers, preferably in conjunction with scheduled community consultation sessions, within three (3) months of the Effective Date.

## **6 Direct Consultation**

- 6.1 The Parties will plan consultation sessions in both Mattagami First Nation and Flying Post First Nation communities in relation to the EER and the Permit applications as required or as requested pursuant to Article 5. For budgeting purposes, consultations are estimated to occur in the first half of 2018 in relation to the EER Report, and in the second half of 2018 in relation to the Permit applications.

## **7 Additional Projects**

- 7.1 From time to time, either Party may propose specific projects not identified in the Work plan and Budget, and that it wishes to undertake. The Parties will have preliminary discussions respecting proposals for such projects, and if the Parties agree to pursue a project, detailed work plans and associated budgets showing the anticipated work to be initiated or undertaken by either Party will be prepared.

## **8 Information**

- 8.1 The Parties agree that it will be necessary to share, evaluate and discuss certain information to fulfill the purposes of this Agreement.
- 8.2 The Parties agree to provide and exchange all information as is relevant and necessary to fulfill the purpose of this Agreement. Access to some information, including financial, commercial, engineering, environmental, social, cultural and other information may be restricted, or subject to confidentiality requirements. Access to all other information will not be unreasonably denied.
- 8.3 The Parties acknowledge that this Agreement will not affect any ownership or proprietary rights the FNP may have in the information provided by the FNP during the Term.

## **9 Term and Termination**

- 9.1 The Parties agree that this Agreement will remain in full force and effect until December 31, 2018.
- 9.2 Notwithstanding Section 9.1, either Party may terminate this Agreement upon fifteen (15) days written notice to the other Party provided in accordance with the terms of this Agreement.

- 9.3 If either Party terminates this Agreement, Operator will provide:
- 9.3.1 the Funding for any costs or amounts incurred by the FNP as Eligible Costs as of the termination date of this Agreement; and
  - 9.3.2 the portion(s) of the Funding to the extent activities have been performed as of that date.

## **10 Dispute Resolution**

- 10.1 The Parties will make reasonable efforts to resolve any disputes between them arising out of the interpretation or implementation of this Agreement in a timely manner and will, to the extent reasonably practicable, during any period of dispute resolution, continue with all activities contemplated under this Agreement.
- 10.2 If a dispute cannot be resolved in an amicable fashion within sixty (60) days from the date written notice of a dispute is first issued by either Party (the "Initial 60 Day Period"), then the Parties may, by agreement, refer the dispute to a single, mutually-selected arbitrator, for binding arbitration under agreed-upon arbitration rules. The Parties will each pay the reasonable costs of such arbitration. If the Parties are unable to reach agreement on a single arbitrator and/or the applicable arbitration rules within sixty (60) days following the expiration of the Initial 60 Day Period, then the Parties will each have recourse to the courts of Ontario to resolve such dispute.

## **11 Confidentiality**

- 11.1 The terms and conditions of this Agreement, including all communications, negotiations, term sheets or drafts thereof or relating thereto, and any information exchanged between the Parties with regard to the Project are confidential and may not be disclosed by either Party except:
  - 11.1.1 by either Party to its Members, employees, contractors, Representatives, advisors or agents, provided that such Members, employees, contractors, Representatives, advisors or agents are bound by confidentiality provisions similar in nature and effect as those set out in this Agreement;
  - 11.1.2 by Company to the Provincial Government, to the Federal Government or to a court or regulatory body or agency undertaking a review or assessment of the Project or assessing the adequacy of First Nation consultation;
  - 11.1.3 by the FNP to the Provincial Government, to the Federal Government or to a court or regulatory body or agency undertaking a review or assessment of the Project or assessing the adequacy of First Nation consultation;
  - 11.1.4 with the consent of the other Party; or
  - 11.1.5 as may be required by law.

## 12 Representation and Warranties

- 12.1 The FNP represent and warrant to Operator that:
  - 12.1.1 the FNP have the full authority and mandate to enter this Agreement, receive Funding and fulfill the FNP obligations under this Agreement; and
  - 12.1.2 the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly authorized by all requisite action on the part of the FNP; and
  - 12.1.3 the FNP have delivered to Operator copies of the relevant Band Council Resolutions granting such authority and mandate which are satisfactory to Operator and are attached as Appendix C.

## 13 Legal Advice

- 13.1 Operator warrants to the FNP that it has retained and received independent legal advice regarding this Agreement.
- 13.2 The FNP warrant to Operator that they jointly retained and received independent legal advice regarding this Agreement.

## 14 Communication

- 14.1 The Parties will ensure that all written documents, including reports and correspondence, provided to the other Party during the Term are in an accessible format that permits text editing, copying and printing. In the event that a Party must “lock” a written document to ensure accuracy of the public record or for other purposes, that Party will provide a second version of the document that permits text editing, copying and printing.
- 14.2 The Parties agree that any notice, document, direction, payment or communication required or permitted to be given under this Agreement will be in writing and delivered by hand, by email or by fax to the Party to which it is to be given as follows:

If to Operator: Name: Steven Woolfenden, Director,  
Environment  
Address: IAMGOLD Corporation  
401 Bay Street, Suite3200  
Toronto, ON M5H 2Y4  
Fax: 416-340-4750  
Email: Steven\_Woolfenden@iamgold.com

With copy to: Name: David Brown  
Manager of Environment and Community  
Relations  
  
Address: Côté Gold Division  
IAMGOLD Corporation  
9-2140 Regent Street  
Sudbury, ON

P3E 5S8

Email: David\_Brown@iamgold.com

If to the FNP:                      Name: Mattagami First Nation  
   Address: 75 Helen Street  
   Gogama, ON, P.O. Box 99, P0M 1W0  
   Email: Juanitaluke@mattagami.com

With copy to:                      Name: Odonaterra Inc. c/o Caroline M Burgess  
   Address: 710 Farmington Avenue  
   Ottawa, ON K1V 7H5  
  
   Email: cburgess@odonaterra.com

- 14.3    A Party may by notice in accordance with Section 14.2, give the other Party notice of a change of the representative, address or fax number to which a notice under this Agreement is to be directed.

## **15    General Provisions**

- 15.1    The use of headings in this Agreement is a matter of convenience only and does not define, limit, enlarge, modify, explain or otherwise affect the scope or meaning of this Agreement or any of its provisions.
- 15.2    Whenever a singular expression is used in this Agreement, that expression is deemed to include the plural or body corporate wherever required by the context. The words "include", "including" and similar expressions mean "including but not limited to".
- 15.3    If any part of this Agreement is declared or held invalid or unenforceable for any reason by a court of competent jurisdiction, the Parties agree:
- 15.3.1    that, subject to law, the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
- 15.3.2    the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.
- 15.4    This Agreement contains the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior expectations, understandings, communications, representations and agreements whether verbal or written, between the Parties. There are no express or implied representations, warranties, terms, conditions other than as expressly set forth or referred to in this Agreement. Notwithstanding the foregoing, the Parties agree that the Exploration Agreement shall remain in full force and effect.

- 15.5 This Agreement, or any right, interest, benefit or obligation hereunder, may be assigned by either Party without the prior written consent of the other Party, provided that such assignee shall agree to assume the obligations of the assignor. This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 15.6 No waiver of any provision of this Agreement will be inferred from anything done or omitted to be done by a Party except by an express waiver in writing. Any waiver by a Party of a breach of this Agreement extends only to the particular breach to which such waiver specifically relates and is not a general waiver and does not otherwise limit or affect the rights of the waiving Party.
- 15.7 Nothing in this Agreement creates any legal partnership, co-venture, or principal and agent relationship between the Parties.
- 15.8 This Agreement may only be amended by written agreement of the Parties.
- 15.9 The Parties agree that the rule of construction that ambiguities are to be resolved against drafting parties does not apply to the interpretation of this Agreement, and that there will be no presumption that any doubtful or ambiguous expression is to be resolved in favour of any Party.
- 15.10 Each of the Parties will do all such further acts and execute and deliver all such further documents in a timely fashion as are reasonably required from time to time in order to fully perform and carry out the terms and intent of this Agreement.
- 15.11 This Agreement will be governed by and construed in accordance with and subject to the laws of the Province of Ontario and the laws of Canada, as applicable.
- 15.12 The Parties agree that it is critical for the Parties to comply with the timelines within this Agreement. The Parties therefore agree that unless otherwise specified, the timelines within this Agreement may only be extended by mutual, written agreement of the Parties.
- 15.13 This Agreement may be executed in counterparts and by fax, each of which so executed and delivered will constitute an original, and all of which together will constitute one and the same Agreement.

*[Remainder of this page intentionally left blank]*

## 16 Interpretation and Related Obligations



16.1 This Agreement is not intended to:

16.1.1 create, amend, define, abrogate or derogate from the nature and scope of the Section 35(1) Rights;

16.1.2 constitute any admission of fact or liability; or

16.1.3 limit the positions any Party may take in any negotiations or legal or administrative proceedings with respect to the potential adverse effects of the Project on the exercise of Section 35(1) Rights.

IN WITNESS WHEREOF the Parties have, by their duly appointed and authorized representatives, executed this agreement.

		<b>MATTAGAMI FIRST NATION AND FLYING POST FIRST NATION</b>	
		By:	
			Name: Chad Boissoneau
			Title: Chief, Mattagami First Nation
			 06/04/2018
		By:	
			Name: Murray Ray
			Title: Chief, Flying Post First Nation
			
		<b>IAMGOLD CORPORATION</b>	
		By:	
			Name:
			Title:

## 16 Interpretation and Related Obligations

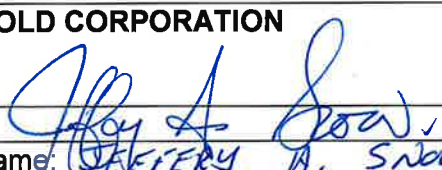
16.1 This Agreement is not intended to:

16.1.1 create, amend, define, abrogate or derogate from the nature and scope of the Section 35(1) Rights;

16.1.2 constitute any admission of fact or liability; or

16.1.3 limit the positions any Party may take in any negotiations or legal or administrative proceedings with respect to the potential adverse effects of the Project on the exercise of Section 35(1) Rights.

**IN WITNESS WHEREOF** the Parties have, by their duly appointed and authorized representatives, executed this agreement.

	<b>MATTAGAMI FIRST NATION AND FLYING POST FIRST NATION</b>	
	By:	
		Name: Chad Boissoneau
		Title: Chief, Mattagami First Nation
	By:	
		Name: Murray Ray
		Title: Chief, Flying Post First Nation
	<b>IAMGOLD CORPORATION</b>	
	By:	
		Name: <u>JEFFERY A. SNOW</u>
		Title: <u>SVP + GENERAL COUNSEL</u>



## APPENDIX A – ELIGIBLE COSTS

1. Eligible Costs are limited to those that relate to the FNP costs of fulfilling its responsibilities pursuant to this Agreement, and that fall within the following cost categories:
  - a) **Administration**, including organizing meetings, handling logistics and providing administrative support for the FNP internally, contract administration, administrative salaries or portions thereof, office space, equipment and supplies, telephone charges and photocopies; In order to offset the additional staffing costs of these activities associated with the implementation of this Agreement, an amount of 12% of total costs has been included in the budget;
  - b) **Internal Community consultations, meetings or workshops**, which the Crown may or may not attend at the discretion of the FNP, including costs for facility rentals, catering, minute taking, transportation and outreach activities (e.g. newsletters, posters and other media);
  - c) **Project management**, including invoicing, budget tracking, communications between FNP technical Representatives and Operator and the FNP, and meetings between the Parties technical Representatives.
  - d) **Reporting**, including preparation of reports required under this Agreement and preparation of written, oral or visual materials;
  - e) **Honoraria** for FNP Members including Elders and Committee members to provide guidance and knowledge;
  - f) **Technical expertise / Professional services**, including review of technical or other documentation, reasonable fees and travel expenses; and
  - g) **First Nations' Travel expenses**, as incurred by the FNP internally to prepare for or attend meetings outside their home communities, including travel, meals and accommodation, and to be invoiced at cost.

## **APPENDIX B – BUDGET**

The attached Budget summarizes the Funding to be provided by Operator to FNP in accordance with Section 3 of this Agreement.

## **APPENDIX C – SIGNED FNP BAND COUNCIL RESOLUTIONS**



## BAND COUNCIL RESOLUTION

Chronological No.  
2018 - 01

File Reference No.

**NOTE:**

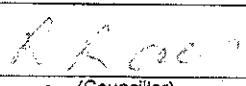

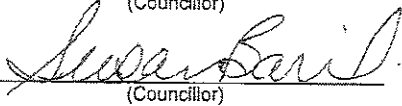
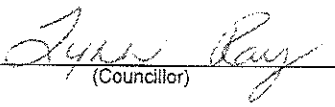
The words "from our Band Funds" "Capital" or "Revenue", whichever is the case, must appear in all resolutions requesting expenditure from Band Funds.

The council of the Flying Post First Nation		Cash free balance
Date of duly convened meeting (YYYYMMDD) 2018-01-31		Capital Account (\$):
Province or Territory ON - Ontario		Revenue Account(\$):

**DO HEREBY RESOLVE:  
THAT:**

- A. Mattagami First Nation and Flying Post First Nation are signatories to Treaty No. 9 and hold and exercise Aboriginal and treaty rights protected by Section 35(1) of the Canadian Constitution Act (1982) over, and within their respective traditional territories ("Traditional Territory");
- B. IAMGOLD/Sumitomo have entered into a joint venture partnership and is proposing the development of an open pit mine together with all associated mineral processing, water management, tailings management and transmission lines, access roads and related facilities for the Côté Gold Project near Gogama, Ontario and within overlapping traditional territories of Mattagami and Flying Post First Nations ("the Project");
- C. IAMGOLD/Sumitomo acknowledge the Project falls within the Traditional Territory of the Mattagami and Flying Post First Nations and wishes to develop the Project in a manner that respects their Section 35 (1) rights;
- D. IAMGOLD/Sumitomo acknowledge that the Project will have an adverse impact on the Traditional Territory of the Mattagami and Flying Post First Nations and their use of the Traditional Territory including the exercise of its Section 35(1) rights therein.
- E. Mattagami and Flying Post First Nations wish to enter into an Agreement with IAMGOLD/Sumitomo for the purpose of providing a framework for ongoing consultation and communication with Mattagami and Flying Post First Nations regarding the Project;
- F. The Parties wish to understand the potential Environmental Effects of the Project on the Mattagami and Flying Post First Nations, and on the exercise of their Section 35(1) Rights, and to identify and consider strategies or measures to avoid, mitigate, and manage any potential adverse Environmental Effects of the Project, as appropriate; and
- G. IAMGOLD/Sumitomo agree to provide Mattagami and Flying Post First Nations with funding to enable the Parties to fulfill the purposes of this Agreement;
- THEREFORE BE IT RESOLVED THAT:** Flying Post First Nation do hereby confirm by resolution their desire to maintain collaborative relations with both Mattagami First Nation and IAMGOLD/Sumitomo and to deal with each other fairly, openly and in good faith on matters related to the Project.

Quorum 3

 (Councillor)	 (Chief)	
 (Councillor)		
 (Councillor)		



**Mattagami First Nation  
Band Council Resolution**

75 Helen Street, Box 99, Gogama, Ontario P0M 1W0  
Phone: 705-894-2072 Fax: 705-894-2887  
www.mattagami.com

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**Title:** Environmental and Consultations for Côté Gold Project

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**Date:** January 25, 2018

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**Resolution Number:** 2018-634

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At a duly convened meeting of the Chief and Council held in the administration office of Mattagami First Nation on the 25<sup>th</sup> day of January 2018:

**WHEREAS:**

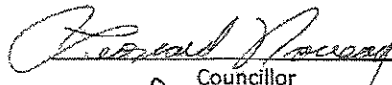
- A. Mattagami First Nation and Flying Post First Nation are signatories to Treaty No. 9 and hold and exercise Aboriginal and treaty rights protected by Section 35(1) of the Canadian Constitution Act (1982) over, and within their respective traditional territories ("Traditional Territory");
- B. IAMGOLD/Sumitomo have entered into a joint venture partnership and is proposing the development of an open pit mine together with all associated mineral processing, water management, tailings management and transmission lines, access roads and related facilities for the Côté Gold Project near Gogama, Ontario and within overlapping traditional territories of Mattagami and Flying Post First Nations ("the Project");
- C. IAMGOLD/Sumitomo acknowledge the Project falls within the Traditional Territory of the Mattagami and Flying Post First Nations and wishes to develop the Project in a manner that respects their Section 35 (1) rights;
- D. IAMGOLD/Sumitomo acknowledge that the Project will have an adverse impact on the Traditional Territory of the Mattagami and Flying Post First Nations and their use of the Traditional Territory including the exercise of its Section 35(1) rights therein.
- E. Mattagami and Flying Post First Nations wish to enter into an Agreement with IAMGOLD/Sumitomo for the purpose of providing a framework for ongoing consultation and communication with Mattagami and Flying Post First Nations regarding the Project;
- F. The Parties wish to understand the potential Environmental Effects of the Project on the Mattagami and Flying Post First Nations, and on the exercise of their Section 35(1) Rights, and to identify and consider strategies or measures to avoid, mitigate, and manage any potential adverse Environmental Effects of the Project, as appropriate; and
- G. IAMGOLD/Sumitomo agree to provide Mattagami and Flying Post First Nations with funding to enable the Parties to fulfill the purposes of this Agreement;

**THEREFORE BE IT RESOLVED THAT:**

Mattagami First Nation do hereby confirm by resolution their desire to maintain collaborative relations with both Flying Post First Nation and IAMGOLD/Sumitomo and to deal with each other fairly, openly and in good faith on matters related to the Project.

A quorum for this  
Band consists of 4  
Council Members

  
\_\_\_\_\_  
Chief

  
\_\_\_\_\_  
Councillor

  
\_\_\_\_\_  
Councillor

  
\_\_\_\_\_  
Councillor

  
\_\_\_\_\_  
Councillor

\_\_\_\_\_  
Councillor