FORM 51-102F3
MATERIAL CHANGE REPORT

1. **Name and Address of Company**

New Millennium Capital Corp. (the "Corporation")
2nd Floor, 1303 Greene Avenue
Montreal, QC H3Z 2A7 Canada

2. **Date of Material Change**

March 6, 2011

3. **News Release**

A press release was disseminated on March 6, 2011 via Marketwire, and was filed on SEDAR.

4. **Summary of Material Change**

On March 6, 2011 the Corporation announced that it signed a binding heads of agreement (the "Binding HOA") with Tata Steel Global Minerals Holdings Pte Ltd ("Tata Steel") and LabMag Limited Partnership (the "Partnership") to develop the LabMag and KéMag iron ore deposits, known collectively as the Taconite Project. The remainder of the Millennium Iron Range will be retained by the Corporation.

Under the Binding HOA, Tata Steel shall participate in the development of a feasibility study of the Taconite Project (the "Feasibility Study") and contribute towards 64% of the costs related thereto. The parties would enter into a binding joint venture agreement upon the successful completion of the Feasibility Study and Tata Steel electing to develop one or both of the deposits. After formation of the joint venture, the Corporation is expected to hold a 36% equity interest in the Taconite Project, including a 20% free carry equity interest. In addition, the Corporation will have a 4% right of first refusal on future equity sales by Tata Steel to increase its equity interest to a maximum of 40%.

Tata Steel will arrange the required equity portion of the financing (excluding the Corporation's optional equity interest) based on a maximum capital expenditure of up to CAD$4.85 billion if both deposits are developed and up to CAD$4.68 billion and up to CAD$3.76 billion respectively, if only the KéMag or LabMag deposits are developed. Arranging debt financing for the project shall be the responsibility of Tata Steel.

Based in part upon the recommendations of its financial advisors Jennings Capital Inc. and CITIC Securities Ltd. and a special committee of independent directors that supervised the negotiations of the terms of the Binding HOA on behalf of the Corporation, the Board of Directors of the Corporation has approved the execution and performance of the Binding HOA.

Tata Steel is a "control person" of the Corporation as it currently owns approximately 27.2% of the common shares of the Corporation. The transaction with Tata Steel is therefore a "related party transaction" pursuant to Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* ("MI 61-101"). The transaction is exempt from the formal valuation and minority approval requirements of MI 61-101 pursuant to the exemptions found in sections 5.5(a) and 5.7(1)(a) of MI 61-101 on the basis that neither the fair market value of the subject matter of the transaction nor the consideration paid by Tata Steel, will exceed 25% of the Corporation's market capitalization.

Completion of the transactions contemplated by the Binding HOA is subject to all applicable regulatory approvals, including the approval of the TSX Venture Exchange, and approval of the limited partners of the Partnership, being the Corporation and the Naskapi/LabMag Trust. The directors of LabMag GP Inc., the general partner of the Partnership, have unanimously approved, and recommended for approval by the limited partners, the Binding HOA.

A copy of the Binding HOA has been filed on SEDAR and is available at www.sedar.com.

5. Full Description of Material Change

5.1 Full Description of Material Change

Purpose, Business Reasons and Anticipated Effect of the Transaction on the Corporation's Business and Affairs

The entering into of the Binding HOA with Tata Steel and the Partnership enables the Corporation to develop one of its key assets and enhance the value of the Corporation over time. The Taconite Project is significantly enhanced by the involvement of the Tata Steel, who has the financial strength and operating expertise to develop the Taconite Project through to production.

Detailed Description of the Binding HOA

On March 6, 2011 the Corporation announced that it signed a Binding HOA with Tata Steel and the Partnership to develop the LabMag and KéMag iron ore deposits, known collectively as the Taconite Project. The remainder of the Millennium Iron Range will be retained by the Corporation.

Under the Binding HOA, Tata Steel shall participate in the development of a Feasibility Study of the Taconite Project and contribute towards 64% of the costs related thereto. The parties would enter into a binding joint venture agreement upon the successful completion of the Feasibility Study and Tata Steel electing to develop one or both of the deposits. After formation of the joint venture, the Corporation is expected to hold a 36% equity interest in the Taconite Project, including a 20% free carry equity interest. In addition, the Corporation will have a 4% right of first refusal on future equity sales by Tata Steel to increase its equity interest to a maximum of 40%.

Tata Steel will arrange the required equity portion of the financing (excluding the Corporation's optional equity interest) based on a maximum capital expenditure of up to CAD$4.85 billion if both deposits are developed and up to CAD$4.68 billion and up to CAD$3.76 billion respectively, if only the KéMag or LabMag deposits are developed. Arranging debt financing for the project shall be the responsibility of Tata Steel.

Pursuant to the terms and conditions of the Binding HOA:

- the Corporation grants exclusivity to Tata Steel to participate in the KeMag deposit and the Partnership grants exclusivity to Tata Steel to participate in the LabMag deposit until the earlier of (i) the date of termination of the Binding HOA; and (ii) the date that is the four month anniversary of the date upon which the Feasibility Study as been finalized and delivered to Tata Steel.
- the Corporation and Tata Steel will jointly oversee and supervise the preparation of the Feasibility Study for the Taconite Project. Tata Steel and the Corporation will fund 64% and 36% respectively of the cost of the Feasibility Study, which is estimated at CAD$50 million.
- the Feasibility Study will be compliant with the standards of disclosure of mineral projects as stated in National Instrument 43-101 - *Standards of Disclosure for Mineral Projects* and is expected to be completed within 21 months of its initiation. The Feasibility Study would serve as the basis to secure financing for the Taconite Project.
- Upon conclusion of the Feasibility Study, Tata Steel will have a maximum of four months to make an investment decision. A positive investment decision could involve the development of either one or both of the deposits. The Corporation will transfer such deposit(s) along with the property and other related rights to such deposit(s) to the JVE (as such term is defined below). If Tata Steel elects to develop only one of the two deposits, the Corporation will retain the property and related rights in respect of the remaining deposit.

The Binding HOA further provides that following a positive investment decision:

- Tata Steel will reimburse the Corporation 64% of the estimated CAD$30 million in expenses that were incurred by the Corporation on the Taconite Project up to the execution of the Binding HOA relating to the deposit(s) on which a positive investment decision was made. The CAD$600,000 facilitation fee that Tata Steel has paid to the Corporation in exchange for the Taconite Project exclusivity extension from December 31, 2010 to February 28, 2011, will be credited to the payment.

- Tata Steel and the Corporation will form a joint venture enterprise (“JVE”) to hold the Taconite Project, where Tata Steel and the Corporation would hold shares in the ratio of 80% and 20% respectively, the latter being the free carry interest of the Corporation.

- Tata Steel will arrange the required equity portion of the financing (excluding the Corporation's optional equity interest) based on a maximum capital expenditure of up to CAD$4.85 billion if both deposits are developed and up to CAD$4.68 billion and up to CAD$3.76 billion respectively, if only the KéMag or LabMag deposits are developed.

- Within 60 days of Tata Steel’s positive investment decision, the Corporation would also have an option to acquire up to an additional 16% paid equity (the "Optional Paid Interest"), thereby bringing its total equity in the JVE from 20% to up to 36%. This Optional Paid Interest shall obligate the Corporation to contribute proportionate equity funding to the JVE.

- Arranging debt financing for the project shall be the responsibility of Tata Steel.

- Should Tata Steel exercise its right to invite third-party investors into the project, the Corporation will have the right of first refusal to acquire an additional 4% of paid equity, thereby increasing its ownership in the project to a maximum of 40%.

- The JVE shall initially have 5 directors/managers of which 4 directors/managers shall be nominated by Tata Steel and 1 director/manager shall be nominated by the Corporation. In the event that the Corporation exercises in full the Optional Paid Interest then the JVE shall add an additional director/manager to be nominated by the Corporation such that 4 directors/managers shall be nominated by Tata Steel and 2 directors/managers shall be nominated by the Corporation. If the Corporation's ownership interest falls to 20% or less but more than or equal to 10% then the JVE shall have 5 directors/managers of which 4 directors/managers shall be nominated by Tata Steel and 1 director/manager shall be nominated by the Corporation. If the Corporation's ownership interest falls below 10% then the Corporation shall lose its right to nominate any director/manager and all directors/managers shall be nominated by Tata Steel.

- The parties have an offtake right on the production in proportion to their ownership interest in the JVE.

The right to terminate the Binding HOA shall include, but is not limited to the following events:

- upon mutual agreement of the parties.
- by any party if the approval of the TSX Venture Exchange and, approval of the limited partners of the Partnership, are not obtained within 90 days of March 6, 2011.
- by Tata Steel, if the Corporation and the Partnership breach or fail to comply with the terms and conditions of the Binding HOA in any material respect and such breach or is not cured by the Corporation or the Partnership, as the case may be, within ten business days of having knowledge of such breach, or
- by the Corporation or the Partnership, if Tata Steel breaches or fails to comply with the terms and conditions of the Binding HOA in any material respect and such breach or is not cured by Tata Steel, as the case may be, within ten business days of having knowledge of such breach.

Tata Steel is a "control person" of the Corporation as it currently owns approximately 27.2% of the common shares of the Corporation. The transaction with Tata Steel is therefore a "related party transaction" pursuant to Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions* ("MI 61-101"). The transaction is exempt from the formal valuation and minority approval requirements of MI 61-101 pursuant to the exemptions found in sections 5.5(a) and 5.7(1)(a) of MI 61-101 on the basis that neither the fair market value of the subject matter of the transaction nor the consideration paid by Tata Steel, will exceed 25% of the Corporation's market capitalization.

Completion of the transactions contemplated by the Binding HOA is subject to all applicable regulatory approvals, including the approval of the TSX Venture Exchange, and approval of the limited partners of the Partnership, being the Corporation and the Naskapi/LabMag Trust. The directors of LabMag GP Inc., the general partner of the Partnership, have unanimously approved, and recommended for approval by the limited partners, the Binding HOA.

Review and Approval Process

Based in part upon the recommendations of its financial advisors Jennings Capital Inc. and CITIC Securities Ltd. (collectively, the “Financial Advisors”) and a special committee of directors independent of Tata Steel (the “Special Committee”) that supervised the negotiations of the terms of the Binding HOA on behalf of the Corporation, the Board of Directors of the Corporation (the “Board”) approved the execution and performance of the Binding HOA on March 5, 2011.

The Financial Advisors were engaged by the Corporation on December 6, 2010 to provide strategic and financial advice regarding the development of the Taconite Project. As the exclusivity with respect to the Taconite Project held by Tata Steel was due to expire on December 31, 2010, it was determined that the initial work would be focussed on determining whether a strategic transaction could be negotiated with Tata Steel before the exclusivity expired. An initial proposal was received by the Board from Tata Steel on or about December 17, 2010. The Special Committee was formed by the Board on December 20, 2010 to consider the proposal and, together with the Financial Advisors, supervise the negotiations of the proposal in an attempt to achieve an agreement before the Tata Steel exclusivity expired.

On December 31, 2010, Tata Steel and the Corporation signed a non-binding term sheet that contained certain principles that the parties intended to form the basis for a binding agreement to develop the Taconite Project. The Special Committee recommended that the Board approve an extension to the exclusivity to Tata Steel until February 28, 2011 in consideration of a $600,000 facilitation fee agreed to be paid by Tata Steel, which recommendation was approved by the Board. The exclusivity extension was announced on January 4, 2011 (NR11-01).

Negotiations on a binding agreement to develop the Taconite Project based on the principles contained in the term sheet, supervised by the Special Committee with the assistance of the Financial Advisors, resumed in early 2011. As announced on February 28, 2011 (NR11-08), the exclusivity was extended to March 7, 2011 to permit negotiations with Tata Steel to continue. A draft Binding HOA was submitted by the Special Committee on March 4, 2011 to the Board and recommended for approval by the Board and was approved by the Board on March 5, 2011.

As part of this recommendation, the Special Committee requested the Financial Advisors prepare an estimate of the fair market value of the subject matter of the transaction contemplated by the Binding HOA, together with the fair market value of the consideration paid by Tata Steel, for the purposes of determining whether the transaction would be exempt from the formal valuation and minority approval requirements of MI 61-101. In preparing these fair market value estimates, the Financial Advisors reviewed comparable iron ore strategic partnerships at the pre-feasibility stage or earlier to determine what consideration was paid by strategic investors for an option to enter into a joint venture transaction (a “JV Option”), similar to the rights held by Tata Steel under the Binding HOA. The Financial Advisors' review and analysis showed that Tata Steel's payment of CAD$32 million to the Corporation for its JV Option (based on Tata Steel's contribution of 64% of the Feasibility Study costs, which are estimated to total $50 million) fell within the range of (and near the top of the range for) comparable transactions. The consideration paid by Tata to the Corporation, determined on a present value, discounted and risked basis, for the joint venture transaction was determined to be approximately

$94.55 million (calculated to be the estimated equity portion of the capital expenditure requirements for the Corporation's 20% free carry equity interest paid by Tata Steel assuming both deposits are developed plus the amount that Tata Steel would be required to pay to the Corporation for prior expenses incurred up to the date of the Binding HOA in respect of the Taconite Project). As a result, the fair market value of the subject matter of the transaction and the consideration paid by Tata Steel was determined to be an aggregate of $126.55 million (calculated as $32 million for the JV Option and $94.55 million for the joint venture transaction).

At the time the Binding HOA was agreed to by the parties on March 6, 2011, the 25% market capitalization threshold for the purposes of MI 61-101 was determined to be approximately $162.35 million. Accordingly, the Special Committee recommended that the Board determine, which recommendation was approved by the Board, that the transaction is exempt from the formal valuation and minority approval requirements of MI 61-101 pursuant to the exemptions found in sections 5.5(a) and 5.7(1)(a) of MI 61-101, on the basis that neither the fair market value of the subject matter of the transaction nor the consideration paid by Tata Steel, exceeds 25% of the Corporation's market capitalization.

5.2 Disclosure for Restructuring Transactions

Not Applicable

6. Reliance on Section 7.1(2) of National Instrument 51-102

Not Applicable

7. Omitted Information

Not Applicable

8. Executive Officer

The name and business number of the executive officer of the Corporation who is knowledgeable about the material change and this report is:

Robert Martin, President & CEO
Tel: (514) 935-3204 ext. 223
Email: rmartin@nmlresources.com

9. Date of Report

March 16, 2011