

INVESTMENT AGREEMENT

THIS AGREEMENT is made as of the May 30th, 2017.

BETWEEN:

ORION CO-V HOLDINGS PTE LTD., a corporation existing under the laws of Singapore (the “**Investor**”)

- and -

LUNDIN GOLD INC., a corporation organized under the laws of Canada (the “**Company**”)

RECITALS:

- A. The Company through its indirectly owned subsidiary Aurelian Ecuador S.A. (the “**Borrower**”) has undertaken the ownership, acquisition, development, design, engineering, construction, commissioning, financing, operation and maintenance of the Fruta del Norte gold-silver mining project located in Ecuador, which comprises the La Zarza concession and the Colibri 2 and 4 concessions each as registered in the Mining Registry of Ecuador (the “**Project**”).
- B. In order to finance the Project, the Borrower (a) has entered into (i) a Gold Prepay Credit Agreement, dated as of May 30, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Gold Prepay Credit Agreement**”), with Orion Co-V Pte Ltd. as Administrative Agent and the lenders party thereto from time to time and (ii) a Stream Agreement, dated as of May 30, 2017 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Stream Agreement**”), with Orion Co-V Pte Ltd. as Administrative Agent and the lenders party thereto from time to time; (b) further intends to incur additional Project Finance Debt; and (c) further intends to raise additional equity in one or more financings in an aggregate amount equal to the Total Equity Requirement (as defined below) by way of the one or more issuances of Equity Securities or Share Rights.
- C. The Investor has committed to participate in an Equity Financing for the Project on the terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Definitions**

For the purposes of this Agreement (including the recitals and schedules hereto), unless the context otherwise requires, or otherwise defined herein, defined terms used herein shall have the respective meanings given to them in the Gold Prepay Credit Agreement or as set out below, and grammatical variations of such terms shall have corresponding meanings:

- (a) **“100M Offering Minimum”** means the lower of (x) 20% of the aggregate gross proceeds of the Equity Financing and (y) \$45,000,000.
- (b) **“Business Day”** means any day, other than a Saturday, Sunday or statutory holiday in any one of Quito, Ecuador, Santiago, Chile, Toronto, Ontario, New York City, New York, Hamilton, Bermuda or London, England or a day on which banks are generally closed in any one of those cities.
- (c) **“Closing”** means each closing of the purchase and sale of an applicable Investor Subscription in accordance with this Agreement and the applicable Subscription Agreement.
- (d) **“Common Shares”** means common shares in the capital of the Company.
- (e) **“Equity Securities”** means the Common Shares and any other security of the Company that carries a residual right to participate in the earnings of the Company and, on liquidation or winding up of the Company, in its assets.
- (f) **“Full Financing Amount”** means all Project Costs incurred or to be incurred in accordance with the then current Construction Plan, Budget and Schedule.
- (g) **“Fully Funded”** means the time when the Total Equity Requirement plus the amount, without duplication, of available commitments (subject to customary conditions precedent) and amounts outstanding under the Gold Prepay Credit Agreement, the Stream Credit Facility Agreement and the Project Finance Debt financing documents, equals or exceeds the Full Financing Amount.
- (h) **“Governmental Body”** means any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency, or other regulatory authority, including any securities regulatory authorities or stock exchange.
- (i) **“New Securities”** means any Equity Securities or Share Rights which are issued by the Company for any reason after the Closing Date.

- (j) “**Order**” means any order, directive, decree, judgment, ruling, award, injunction, direction or request of any Governmental Body or other decision-making authority of competent jurisdiction.
- (k) “**Securities Laws**” means all applicable securities laws and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, orders, blanket rulings and other regulatory instruments of the Securities Regulators, and all rules and policies of the TSX and any other stock exchange on which securities of the Company are traded.
- (l) “**Securities Regulators**” means, collectively, the securities regulators or other securities regulatory authorities in each of the provinces and territories of Canada in which the Company is a reporting issuer, the United States and in any other jurisdictions whose Securities Laws are applicable to the Company.
- (m) “**Share Rights**” means warrants, stock options, exchangeable or convertible securities, subscriptions or other like rights to purchase or otherwise acquire Equity Securities.
- (n) “**Subscription Agreement**” means a definitive subscription agreement for an applicable Investor Subscription in substantially the form attached as Schedule “A” hereto and giving effect to the terms and condition of the Equity Financing.
- (o) “**Subscription Price**” means the price per Equity Security in the applicable Equity Financing.
- (p) “**TSX**” means the Toronto Stock Exchange or any successor thereto.
- (q) “**Unused Investor Commitment Amount**” means an amount equal to \$100,000,000 less the aggregate dollar amount of Equity Securities (determined based on the applicable Subscription Price) previously issued to the Investor in any Equity Financing after the date hereof.
- (r) “**Unused Investor Election Amount**” means an amount equal to \$150,000,000 less the aggregate dollar amount of Equity Securities (determined based on the applicable Subscription Price) previously issued to the Investor in any Equity Financing after the date hereof.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specifically provided or unless the context otherwise requires:

- (a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular Article, Section, Schedule, or other portion hereof or thereof;

- (b) references to a “paragraph”, “Section” or “Article” followed by a number or letter refer to the specified paragraph, Section or Article of this Agreement;
- (c) the division of this Agreement into articles, sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular shall include the plural and vice versa, and words importing gender shall include all genders;
- (e) the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”;
- (f) the terms “party” and “the parties” refer to a party or the parties to this Agreement, and references to a Person in this Agreement means such Person or its successors or permitted assigns;
- (g) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement;
- (h) references to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending, supplementing, interpreting or replacing the statute or regulation referred to; and
- (i) except as otherwise specifically provided herein, where any payment is required to be made or any other action is required to be taken on a particular day and such day is not a Business Day and, as a result, such payment cannot be made or action cannot be taken on such day, then this Agreement shall be deemed to provide that such payment shall be made or such action shall be taken on the first Business Day after such day.

1.3 Currency

Any reference in this Agreement to currency, “Dollar” or to “\$”, unless otherwise expressly indicated, shall be to the lawful currency of the United States of America, being referred to herein as United States dollars. Any amounts to be advanced, paid, prepaid, or repaid shall be made in United States dollars.

1.4 Time of Essence

Time shall be of the essence of this Agreement.

1.5 Schedules

The following schedule is attached to and forms an integral part of this Agreement:

Schedule “A” Form of Subscription Agreement

ARTICLE 2
INVESTMENT COMMITMENT

2.1 Equity Financings

- (a) Until the Equity Raise Requirement Deadline, the Company will not issue or sell, or enter into any agreement to issue or sell, any securities the proceeds of which are to be used to fund a portion of the Full Financing Amount (an “**Equity Financing**”), except for New Securities issued for cash consideration to one or more Permitted Equity Transferees and in accordance with this Agreement.
- (b) Until the Equity Raise Requirement Deadline, except as otherwise permitted by the Gold Prepay Credit Agreement or the Stream Agreement, the Company will not permit any of its Subsidiaries to issue or sell or enter into any agreement to issue or sell any securities of such Subsidiaries to fund a portion of the Full Financing Amount.

2.2 Investor Equity Commitment

- (a) If the Company plans to effect an Equity Financing on or prior to the Equity Raise Requirement Deadline, the Company will give written notice to the Investor (the “**Equity Financing Notice**”) as soon as possible and, in any event, at least five Business Days or, in the case of a “bought deal” offering, at least two Business Days, prior to the earlier of (i) the Company entering into a binding agreement with any person providing for such Equity Financing, and (ii) the Company publicly announcing such Equity Financing. The Equity Financing Notice will certify the following information as of the date of the Equity Financing Notice:
 - (i) the total number of each class and series of Equity Securities outstanding;
 - (ii) the number of each type, class and series of New Securities to be offered in such Equity Financing, and the rights, privileges, restrictions, terms and conditions of each such type, class and series;
 - (iii) the expected aggregate gross proceeds of the Equity Financing;
 - (iv) the expected Subscription Price payable for the New Securities;
 - (v) the expected closing date for such Equity Financing;
 - (vi) any other material terms of such Equity Financing; and
 - (vii) whether, after giving effect to the planned Equity Financing, the Total Equity Requirement will be satisfied, and provide supporting information in respect of such certification.

Any material information with respect to the Equity Financing not provided to the Investor in the Equity Financing Notice because it is not then known shall be provided forthwith upon becoming known to the Company.

- (b) Upon receipt of the Equity Financing Notice, the Investor will have the right, but not the obligation, to subscribe for, and the Company will issue to the Investor, New Securities of the same kind and on the terms and conditions (including Subscription Price) being issued and sold in the applicable Equity Financing (the “**Offered Securities**”) in an amount not greater than the Unused Investor Election Amount.
- (c) In addition to paragraph (b) above, if the proposed aggregate gross proceeds of the Equity Financing are equal to or greater than CDN \$100 million (a “**100M Offering**”), then upon receipt of the Equity Financing Notice, the Investor will be obligated to subscribe for, and the Company will issue, an amount of Offered Securities not less than the 100M Offering Minimum and not greater than the then Unused Investor Commitment Amount.
- (d) In addition to paragraph (b) above, in the event that the Equity Financing Notice certifies, with supportive information in form and substance reasonably satisfactory to the Investor, that after giving effect to the Equity Financing (including the then Unused Investor Commitment Amount) the Project will be Fully Funded and the Company will have satisfied the Total Equity Requirement (a “**Final Equity Financing**”), then the Investor will be obligated to subscribe for, and the Company will issue, an amount of Offered Securities not less than the Unused Investor Commitment Amount.
- (e) Notwithstanding anything else in this Agreement, in no event will the Investor be required to subscribe for an aggregate amount greater than \$100 million of Equity Securities (determined based on the applicable Subscription Prices of any Investor Subscription (as defined below)).
- (f) The Investor shall give written notice to the Company (the “**Subscription Exercise Notice**”) of the amount of Offered Securities the Investor either intends or is obligated to purchase in accordance with this Article 2 within five Business Days after the date of receipt of the Equity Financing Notice (an “**Investor Subscription**”).
- (g) Upon receipt of a Subscription Exercise Notice, the Company will use commercially reasonable efforts to do all things necessary, including obtaining the approval of the TSX and any required shareholder approval, to give effect to such Investor Subscription.
- (h) Subject to Section 4.10(c), the Investor and the Company will negotiate in good faith to settle and execute a Subscription Agreement in respect of the applicable Investor Subscription.

- (i) Any Investor Subscription shall be completed in accordance with the terms and conditions herein and the terms and conditions of the Subscription Agreement to be executed by the parties prior to the Closing.
- (j) Subject to the conditions set forth in Article 3 below and the other terms and conditions of the applicable Subscription Agreement, the Closing will occur on the date indicated in the applicable Subscription Agreement which shall be the closing date of the applicable Equity Financing.
- (k) The Company will provide notice to the Investor forthwith of any change to the terms of the proposed Equity Financing as described in the Equity Financing Notice (and such new Equity Financing Notice will thereafter be deemed to be the Equity Financing Notice for the applicable Equity Financing)
- (l) Except in the case of an increase in the number of Offered Securities in the Equity Financing to accommodate the Investor Subscription, upon receipt of an amended Equity Financing Notice the Investor will have the right, subject to paragraphs (m) and (n) below, to reduce all or a portion of the amount of the then applicable Investor Subscription.
- (m) Notwithstanding paragraph (k), in respect of a change to the terms of a Final Equity Financing, the Investor will not be able to reduce the then applicable Investor Subscription to an amount less than the Unused Investor Commitment Amount.
- (n) Notwithstanding paragraph (k), in respect of a change to the terms of a 100M Offering, the Investor will not be able to reduce the then applicable Investor Subscription to an amount less than the lower of the 100M Offering Minimum and the Unused Investor Commitment Amount.

2.3 Other Covenants of the Company

- (a) The Company will use its commercially reasonable efforts to consult with the Investor and the TSX (or any other stock exchange on which the Company's securities are listed) as to the size, structure and other characteristics of the Equity Financing with a view to giving full effect to the intention of the parties that the Investor be able to fully exercise its rights under this Agreement.
- (b) The Company will not issue any New Securities in an Equity Financing except concurrently with the issuance of New Securities pursuant to any Investor Subscription made in connection with such Equity Financing, except in the event that Investor has not satisfied any condition in the applicable Subscription Agreement which is solely within its control.
- (c) The Investor and the Company agree that the covenants made pursuant to this Section 2.3 shall survive until the Equity Raise Requirement Deadline.

ARTICLE 3
CONDITIONS

3.1 Conditions to Closing in Favour of the Company

The obligations of the Company to consummate an Investor Subscription from time to time shall be subject to the satisfaction, at or prior to the Closing, of the conditions set forth in the applicable Subscription Agreement and each of the following conditions, which are for the exclusive benefit of, and may be waived in writing by, the Company:

- (a) all approvals, consents and authorizations necessary for the consummation of the transactions contemplated by this Agreement shall have been obtained, including any required shareholder approval and the acceptance of the TSX (which shall be subject only to customary conditions); and
- (b) the execution by the Investor of a definitive Subscription Agreement for the Investor Subscription.

3.2 Conditions to Closing in Favour of the Investor

The obligations of the Investor to consummate an Investor Subscription from time to time shall be subject to the satisfaction, at or prior to the Closing, of the conditions set forth in the applicable Subscription Agreement and each of the following conditions, which are for the exclusive benefit of, and may be waived in writing by, the Investor:

- (a) all approvals, consents and authorizations necessary for the consummation of the transactions contemplated by this Agreement shall have been obtained, including any required shareholder approval and the conditional acceptance of the TSX (which shall be subject only to customary conditions);
- (b) the Equity Financing in respect of an Investor Subscription shall have been completed on the terms and conditions including aggregate offering size set forth in the last Equity Financing Notice in respect of such Equity Financing.
- (c) the execution by the Company of a definitive Subscription Agreement in connection with the Investor Subscription; and
- (d) each of the Financing Documents shall be in full force and effect and the Company shall be in compliance in all material respects with the terms of the Financing Documents; and there shall have been no Default or Event of Default under any Financing Document.

ARTICLE 4
GENERAL PROVISIONS

4.1 **Notices**

(a) Unless otherwise specifically provided in this Agreement, any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by hand to an officer or other responsible employee of the addressee or transmitted by facsimile transmission or other electronic communication, addressed to:

(i) in the case of the Investor:

Orion Co-V Holdings Pte Ltd.
c/o Maples Fiduciary Services (Singapore) Pte. Ltd.
1 Raffles Place
#32-02A One Raffles Place
Singapore 048616

With a copy to (which shall not constitute notice):

Orion Resource Partners (USA) LP
1211 Avenue of the Americas, Suite 3000
New York, NY 10036

Attention: General Counsel
Email: *[Email address redacted]*

(ii) in the case of the Company:

Lundin Gold Inc.
885 West Georgia, Suite 2000
Vancouver, British Columbia, Canada, V6C 3E8

Attention: President and Chief Executive Officer
Email: *[Email address redacted]*

With a copy to (which shall not constitute notice):

Norton Rose Fulbright Canada LLP
45 O'Connor Street, Suite 1500,
Ottawa, ON K1P 1A4, Canada

Attention: *[Contact name redacted]*
Facsimile: *[Facsimile number redacted]*
Email: *[Email address redacted]*

or at such other address, facsimile number or email address as such party from time to time directs in writing to the other party.

- (b) Any notice or other communication given in accordance with this Section 4.1, if delivered by hand as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery is received before 4:00 p.m. at the place of delivery; otherwise, it shall be deemed to be validly and effectively given on the Business Day next following the date of delivery. Any notice of communication which is transmitted by facsimile transmission or electronic mail as aforesaid, shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was received before 4:00 p.m. at the place of receipt; otherwise it shall be deemed to have been validly and effectively given on the next Business Day following such date of transmission.

4.2 Public Releases

The Company shall consult with the Investor before issuing any news release or making any public announcement referring to the Investor or relating to the entering into of this Agreement and, except as required by any applicable law or regulatory requirement, none of the parties shall issue any news release or make any such public announcement without the prior written consent of the other parties, which shall not be unreasonably withheld or delayed.

4.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

4.4 Specific Performance

The parties acknowledge that any breach of this Agreement may cause irreparable harm for which damages are not an adequate remedy. The parties agree that in the event of any such breach by either party, in addition to other remedies at law or in equity, the other party shall be entitled to seek specific performance.

4.5 Further Assurances

Each party shall execute all such further instruments and documents and shall take all such further actions as may be necessary to effect the transactions contemplated herein, in each case at the cost and expense of the party requesting such further instrument, document or action, unless expressly indicated otherwise.

4.6 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, this Agreement shall be interpreted as if such provision had not been a part hereof so that the invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remainder of this Agreement which shall be construed as if this Agreement

had been executed without such provision. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated in this Agreement are fulfilled to the extent possible.

4.7 Entire Agreement

This Agreement, except as otherwise expressly stated herein, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in this Agreement.

4.8 Amendments

This Agreement may not be changed, amended or modified in any manner, except pursuant to an instrument in writing signed on behalf of each of the parties.

4.9 Waivers

The failure by any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision unless such waiver is acknowledged in writing, nor shall such failure affect the validity of this Agreement or any part thereof or the right of a party to enforce each and every provision. No waiver of any provision of this Agreement shall be held to be a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

4.10 Assignment

- (a) This Agreement shall enure to the benefit of and be binding upon the parties hereto and thereto, their respective successors and any permitted assignee of some or all of the parties' rights or obligations under this Agreement as permitted under this Section.
- (b) The Company shall not assign all or any part of its rights, benefits or obligations under this Agreement without the prior written consent of the Investor, which may be unreasonably withheld.
- (c) The Investor may not assign all or any part of its rights, benefits or obligations under this Agreement without the prior written consent of the Company, which may not be unreasonably withheld, provided that the Investor may, without the prior written consent of the Company, assign all or any part of its rights, benefits or obligations under this Agreement to:
 - (i) any of its Affiliates; or

- (ii) Blackstone Tactical Opportunities L.P. or any of its Affiliates (“**Blackstone**”).

In the event that the Investor has assigned its rights and obligations under this Agreement in connection with the exercise of any portion of the Investor Subscription to Blackstone, the Investor shall notify the Company of the portion of the Investor Subscription so assigned and thereafter Blackstone will have the rights and obligations of the Investor in respect of such portion of the Investor Subscription under this Agreement. Notwithstanding the foregoing, any amounts subscribed for by the Investor or its assignees will be aggregated for purposes of calculating the minimum subscriptions contemplated in Sections 2.2(c) and 2.2(d) above.

- (d) Any assignment made hereunder shall become effective when the Investor and the Company have received an acknowledgement from the assignee to be bound by this Agreement. Any such assignee shall be treated as a party to this Agreement for all purposes of this Agreement and shall be entitled to the full benefit hereof and thereof and shall be subject to the obligations to the same extent as if it were an original party in respect of the rights assigned to it and obligations assumed by it and the party making such assignment shall be released and discharged accordingly.

4.11 Third Party Beneficiaries

Except as expressly provided otherwise herein, this Agreement is intended for the benefit of the parties and their respective successors and permitted assigns and is not for the benefit of, nor may any provision in this Agreement be enforced by, any other person.

4.12 Costs and Expenses

The Company shall pay to the Investor on demand all reasonable and documented costs and expenses of the Investor incurred in connection with the purchase and sale or issuance of the Acquisition Securities, including, without limitation, all costs and expenses reasonably incurred in connection with the evaluation, negotiation, preparation, execution and performance of this Agreement and the transactions contemplated herein, including the fees, expenses and disbursements of legal counsel, financial advisors, accountants, consultants and other professional advisors.

4.13 Counterparts

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed in one or more counterparts and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first above written.

ORION CO-V HOLDINGS PTE LTD.

By: “Melanie Simons”
Name: Melanie Simons
Title: Authorized Signatory

[Signature Page to Investment Agreement]

LUNDIN GOLD INC.

By: “Ron Hochstein”

Name: Ron Hochstein

Title: President & CEO

[Signature Page to Investment Agreement]

SCHEDULE "A"
FORM OF SUBSCRIPTION AGREEMENT

Attached.

SUBSCRIPTION AGREEMENT

Between

[INVESTOR] ¹

- and -

LUNDIN GOLD INC.

■, 2017

¹ NTD: This is a form of subscription agreement that may be broken out for one or more Investor, signed concurrently with the execution of the subscription, underwriting or agency agreement governing the applicable equity financing, and close upon satisfaction of the conditions precedent to funding set out herein.

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SUBSCRIPTION AGREEMENT

THIS AGREEMENT is made as of the ■ day of ■.

BETWEEN:

[■] (the “**Investor**”)

- and -

LUNDIN GOLD INC., a corporation existing under the federal laws of Canada
(the “**Company**”)

RECITALS:

- A. The Company is currently developing the Project.
- B. The Investor has agreed, subject to the terms and conditions set out herein, to provide capital to the Company to facilitate the development of the Project in conjunction with the equity, stream and debt funding on the terms set out in this Agreement, the Stream Agreement and the Gold Prepay Credit Agreement.
- C. The Company has agreed pursuant to the Investment Agreement to issue ■ **[applicable Equity Securities or Share Rights]** on the terms and conditions set forth in the Equity Financing Notice provided to the Investor in accordance with the Investment Agreement (the “**Concurrent Equity Financing**”).
- D. The Investor has agreed to subscribe for and purchase ■ **[applicable Equity Securities or Share Rights]** of the Company on the terms and conditions set out in this Agreement and in accordance with the Investment Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

1.1 Defined Terms

For the purposes of this Agreement (including the recitals and schedules hereto), unless the context otherwise requires, the following terms shall have the respective meanings given to them, as set out below, and grammatical variations of such terms shall have corresponding meanings:

- (a) “**Affiliate**” means, with respect to any Person, any other Person which directly or indirectly, through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person.

- (b) “**AML Legislation**” means the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and other applicable anti-money laundering, anti-terrorist financing, government sanction and “know your client” Applicable Laws, whether within Canada or, to the extent applicable to the Company or its Subsidiaries, elsewhere, including any regulations, guidelines or orders thereunder.
- (c) “**Applicable Law**” means any law (including common law and equity), any international or other treaty, any domestic or foreign constitution or any multinational, federal, provincial, territorial, state, municipal, county or local statute, law, ordinance, code, rule, regulation, Order (including any securities laws or requirements of stock exchanges and any consent, decree or administrative Order), or Authorization of a Governmental Body in each such case to the extent applicable to and binding upon or having the force of law over any specified Person, property, transaction or event, or any such Person’s property or assets.
- (d) “**Authorization**” means any authorization, approval, consent, mineral claim, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Body having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person’s property or business and affairs (including any zoning approval, mining permit, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.
- (e) “**Business Day**” means any day, other than a Saturday, Sunday or statutory holiday in any one of Quito, Ecuador, Santiago, Chile, Toronto, Ontario, New York City, New York, Hamilton, Bermuda, Stockholm, Sweden or London, England or a day on which banks are generally closed in any one of those cities.
- (f) “**Claim**” means any claim or liability of any nature whatsoever, including any demand, obligation, liability, debt, cause of action, suit, proceeding, judgment, award, assessment or reassessment.
- (g) “**Closing**” means the closing of the purchase and sale of the Purchased Securities.
- (h) “**Closing Date**” means the date on which all of the conditions precedent set forth in Sections 6.2 and 6.3 are satisfied by the Company or the Investor, as applicable, or waived by the Company or the Investor, as applicable.
- (i) “**Closing Time**” means 8:00 a.m. (Toronto time) on the Closing Date or such other time mutually agreed to by the Investor and the Company.
- (j) “**Common Shares**” means the common shares which the Company is authorized to issue.
- (k) “**Construction Plan, Budget and Schedule**” shall have the meaning ascribed to it in the Gold Prepay Credit Agreement.

- (l) “**Control**” means, in respect of a particular Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ability to exercise voting power, by contract or otherwise. “**Controlling**” and “**Controlled**” have meanings correlative thereto.
- (m) “**Encumbrance**” shall have the meaning ascribed to it in the Gold Prepay Credit Agreement.
- (n) “**Equity Financing Notice**” shall have the meaning ascribed to it in the Investment Agreement.
- (o) “**Equity Securities**” means the Common Shares and any other security of the Company that carries a residual right to participate in the earnings of the Company and, on liquidation or winding up of the Company, in its assets.
- (p) “**Exempted Securities**” means: (i) Equity Securities or Share Rights issued as non-cash consideration to acquire concessions or support other transactions in the ordinary course of business; (ii) Equity Securities or Share Rights issued pursuant to, or upon the exercise, exchange or conversion of Share Rights issued pursuant to, compensation plans that have been approved by the shareholders of the Company and any required stock exchange or issued to management, directors or employees of the Company and/or any Subsidiary as consideration for services provided to the Company or Subsidiary (iii) Equity Securities or Share Rights issued in connection with any rights offering, stock split, stock dividend or recapitalization by the Company in which all shareholders or recipients are affected equally; and (iv) Equity Securities issued in connection with the exercise, exchange or conversion of: (A) Share Rights outstanding on the date hereof or issued pursuant to contractual arrangements in force on the date hereof or (B) Share Rights issued after execution of this Agreement in accordance with Section 4.3; provided that Exempted Securities shall not include each issuance of Equity Securities or Share Rights exceeding: (X) 0.5% of the then issued and outstanding Common Shares, calculated on a partially-diluted basis and at the time of issuance; or (Y) 5% of the then issued and outstanding Common Shares, calculated on a partially diluted basis and including any prior issuance of Exempted Securities since the date hereof.
- (q) “**Financing Documents**” shall have the meaning ascribed to it in the Gold Prepay Credit Agreement.
- (r) “**Gold Prepay Credit Agreement**” means the Gold Prepay Credit Agreement dated ■, 2017 among Aurelian Ecuador S.A., the Administrative Agent and the Gold Prepay Lenders.
- (s) “**Governmental Body**” means any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board

or agency, or other regulatory authority, including any securities regulatory authorities or stock exchange.

- (t) **“Investment Agreement”** means the Investment Agreement dated ■, 2017 between Lundin and the investors from time to time party thereto.
- (u) **“Losses”** means any and all damages, claims, losses, diminution of value, liabilities, fines, injuries, costs, penalties and expenses (including fees). Losses shall not include consequential, special, exemplary, indirect, incidental or punitive damages or loss of profits or opportunity.
- (v) **“Material Adverse Effect”** shall have the meaning ascribed to it in the Gold Prepay Credit Agreement.
- (w) **“Material Contracts”** shall have the meaning ascribe to it in the definitions of “Material Project Documents” and “Mine Development Contract” in the Gold Prepay Credit Agreement.
- (x) **“Maturity Date”** shall have the meaning ascribed to it in the Gold Prepay Credit Agreement.
- (y) **“New Securities”** means any Equity Securities or Share Rights which are issued by the Company for any reason after the Closing Date, provided, however, that “New Securities” will not include Exempted Securities.
- (z) **“Offtake Agreement”** means the offtake agreement dated ■, 2017 among the purchasers thereunder and Aurelian Ecuador S.A.
- (aa) **“Order”** means any order, directive, decree, judgment, ruling, award, injunction, direction or request of any Governmental Body or other decision-making authority of competent jurisdiction.
- (bb) **“Other Rights”** means all licenses, approvals, authorizations, consents, rights (including surface rights, access rights and rights of way), privileges, mineral claims or franchises held by the Company or its Subsidiaries and issued by or obtained from or which are required to be obtained from any Person not a Related Person to any of the Company or its Subsidiary (other than a Governmental Body), for the construction, development and operation of the Project, as such construction, development and operation is contemplated by the Technical Report, as the case may be.
- (cc) **“Person”** means and includes individuals, corporations, bodies corporate, limited or general partnerships, joint stock companies, limited liability companies, joint ventures, associations, companies, trusts, banks, trust companies, Governmental Bodies or any other type of organization or entity, whether or not a legal entity.
- (dd) **“Permitted Encumbrances”** has the meaning set out in the Gold Prepay Credit Agreement.

- (ee) **“Project”** means the Fruta del Norte gold-silver mining project located in Ecuador, which comprises together the La Zarza concession and the Colibri 2 and 4 concessions, each as registered in the Mining Registry of Ecuador, and including the mining, exploration and development operations thereon, and the mines, infrastructure, processing facilities constructed or used therein.
- (ff) **“Public Disclosure Documents”** means, collectively, all of the documents which have been filed by or on behalf of the Company with the relevant Securities Regulators pursuant to the requirements of Securities Laws, including all documents publicly available on the Company’s SEDAR profile.
- (gg) **“Purchased Securities”** means ■ Common Shares.
- (hh) **“Securities Laws”** means all applicable securities laws and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, orders, blanket rulings and other regulatory instruments of the Securities Regulators, and all rules and policies of the TSX and any other stock exchange on which securities of the Company are traded.
- (ii) **“Securities Regulators”** means, collectively, the securities regulators or other securities regulatory authorities in each of the provinces and territories of Canada in which the Company is a reporting issuer and in any other jurisdictions whose Securities Laws are applicable to the Company.
- (jj) **“SEDAR”** means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators.
- (kk) **“Shareholder Approval”** means the approval of shareholders of the Company under the rules of the TSX of the transactions contemplated hereby and the Concurrent Equity Financing.
- (ll) **“Share Rights”** means warrants, stock options, exchangeable or convertible securities, subscriptions or other like rights to purchase or otherwise acquire Equity Securities.
- (mm) **“Stream Credit Facility Agreement”** means the Stream Credit Facility Agreement dated ■, 2017 among Lundin, Aurelian Ecuador S.A. (as the seller) and the purchasers from time to time party thereto.
- (nn) **“Subscription Proceeds”** means \$■.
- (oo) **“Subsidiary”** means with respect to any Person, any other Person which is Controlled directly or indirectly by that Person, and **“Subsidiaries”** means all of such other Persons.
- (pp) **“Swedish Listing Application Condition”** means the filing of the Company of an application for admission of any Common Shares comprising or underlying the

Purchased Securities to trading with Nasdaq Stockholm not less than five days before such Common Shares are admitted to trading on Nasdaq Stockholm.

- (qq) **“Swedish Prospectus Condition”** means the approval and registration with the Swedish Financial Supervising Authority of a prospectus (and the subsequent publication of the prospectus), if applicable, regarding the listing of the any Common Shares comprising or underlying the Purchased Securities on the Nasdaq Stockholm).
- (rr) **“TSX”** means the Toronto Stock Exchange or any successor thereto.
- (ss) **“United States”** means the “United States” as defined in Rule 902(l) of Regulation S under the U.S. Securities Act.
- (tt) **“U.S. Person”** means a “U.S. person” as defined in Rule 902(k) of Regulation S under the U.S. Securities Act.
- (uu) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specifically provided or unless the context otherwise requires:

- (a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to a “paragraph”, “Section” or “Article” followed by a number or letter refer to the specified paragraph, Section or Article of this Agreement;
- (c) the division of this Agreement into articles, sections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular shall include the plural and vice versa, and words importing gender shall include all genders;
- (e) the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”;
- (f) the terms “party” and “the parties” refer to a party or the parties to this Agreement, and references to a Person in this Agreement mean such Person or its successors or permitted assigns;
- (g) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other

modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement;

- (h) references to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending, supplementing, interpreting or replacing the statute or regulation referred to; and
- (i) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, the date on which such payment shall be made, action shall be taken or period shall expire shall be the next following Business Day.

1.3 Currency

All references in this Agreement to currency or to “\$”, unless otherwise expressly indicated, shall be to Canadian dollars.

1.4 Time of Essence

Time shall be of the essence of this Agreement.

1.5 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the “knowledge” of a Person, it shall be deemed to refer to the actual knowledge of any Chief Executive Officer, Chief Financial Officer or any Vice President (or Person performing any role of substantially the same scope and responsibility of any of the foregoing) of such Person and all information which ought to have been known by any of them after conducting a reasonable inquiry into the matters in question, whether or not any such inquiry was actually made.

ARTICLE 2 SUBSCRIPTION FOR PURCHASED SECURITIES

2.1 Subscription for Purchased Securities

- (a) Subject to the terms and conditions of this Agreement, the Investor hereby subscribes for and agrees to purchase the Purchased Securities from the Company on the Closing Date, and the Company hereby accepts such subscription and agrees to issue the Purchased Securities from treasury and sell the Purchased Securities to the Investor on such date, for an aggregate subscription price equal to the Subscription Proceeds.
- (b) Subject to the satisfaction of the terms and conditions of this Agreement, at the Closing Time the Investor shall pay, or cause to be paid to the Company, in full satisfaction of the aggregate subscription price for the Purchased Securities, the Subscription Proceeds by wire transfer in immediately available funds to the account specified by the Company in writing to the Investor.

2.2 Adjustment to Number of Purchased Securities

The Company will provide notice to the Investor forthwith of any change to the terms of the proposed Concurrent Equity Financing as described in the Equity Financing Notice, and, except in the case of an increase in the number of Purchased Securities in such equity financing to accommodate the subscription contemplated herein, upon receipt of such notice, the Investor will have the right, subject to Sections 2.2(m) and (n) of the Investment Agreement, to reduce all or a portion of the number of the Purchased Securities to be subscribed for under this Agreement.

2.3 Use of Subscription Proceeds

The Company shall use the Subscription Proceeds to develop the Project in accordance with the Construction Plan, Budget and Schedule.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Company²

The Company, acknowledging that the Investor is entering into this Agreement in reliance thereon, hereby represents and warrants to the Investor as of the date hereof as follows:

- (a) **Organization and Powers.** Each of the Company and its Subsidiaries: (i) has been duly incorporated or formed and is validly existing under the laws of its jurisdiction of incorporation or formation, as applicable; (ii) has all requisite corporate power and authority or, if such entity is not a corporation, such other power and authority, to own and lease its property and assets and to carry on its business; (iii) has all requisite corporate power and authority or, if such entity is not a corporation, such other power and authority, to enter into this Agreement, and to perform its obligations thereunder; and (iv) is qualified, licensed or registered in all material respects to do business in each jurisdiction in which the nature of its business or the property or assets owned or leased by it make such qualification, licensing or registration necessary. No proceeding has been instituted or, to the Company's knowledge, threatened in any such jurisdiction revoking, limiting or curtailing, or seeking to revoke, limit or curtail, such power and authority or qualification, licensing or registration. Each of the Company and its Subsidiaries is up-to-date in all of its material corporate filings and is (if applicable) in good standing in all material respects under Applicable Laws.

- (b) **Authorization; No Conflict.** The execution and delivery by the Company of this Agreement, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other action on its part and do not and will not: (i) contravene any provision of its constating documents or any resolution of

² NTD: To the extent operational representations are given to other participants in the Concurrent Equity Financing on more favorable terms than the Gold Prepay Credit Agreement, such representations shall be added here for the benefit of the Investor, at its discretion.

its shareholders, partners or directors (or any committee thereof); (ii) conflict with, result in a breach of, or constitute a default or an event creating rights of acceleration, termination, modification or cancellation or a loss of rights under (with or without the giving of notice or lapse of time or both), any Material Contract; or (iii) violate any Applicable Law, result in, or require, the creation or imposition of any Encumbrance on any property or assets of the Company and its Subsidiaries.

- (c) Execution; Binding Obligation. This Agreement has been duly executed and delivered by the Company, and constitutes a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except to the extent enforcement may be affected by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Applicable Laws affecting creditors' rights generally and subject to the qualification that equitable remedies may be granted in the discretion of a court of competent jurisdiction.
- (d) Consents. Neither the Company nor any of its Subsidiaries is required to give any notice to, make any filing with or obtain any Authorization, Order or other consent or approval of any Person in connection with the execution or delivery of or performance of its obligations under this Agreement or the consummation of the transactions contemplated herein other than:
 - (i) the TSX's acceptance of the transaction contemplated herein, and the filings required to be made prior to or following Closing, under the rules of the TSX;
 - (ii) the filing by the Company of a Form 45-106F6 – *Report of Exempt Distribution* with the British Columbia Securities Commission within 10 days following the Closing Date;
 - (iii) the filing of the Company of an application for admission of any Common Shares comprising or underlying the Purchased Securities to trading with Nasdaq Stockholm not less than five days before such Common Shares are admitted to trading on Nasdaq Stockholm; and
 - (iv) the approval and registration with the Swedish Financial Supervising Authority of a prospectus (and the subsequent publication of the prospectus), if applicable, regarding the listing of the any Common Shares comprising or underlying the Purchased Securities on the Nasdaq Stockholm).
- (e) Authorized and Issued Capital. The authorized capital of the Company consists of an unlimited number of Common Shares, of which ■ Common Shares have been validly issued and are outstanding as of the date hereof and an unlimited number of preferred shares, without par value, none of which are issued and outstanding on the date hereof. All of the issued and outstanding Common Shares are fully paid and non-assessable and have been duly authorized and issued, in compliance with

Applicable Laws and not in violation of or subject to any pre-emptive or similar right that entitles any Person to acquire from the Company any Common Shares or other securities of the Company or any of its Subsidiaries. The rights, privileges, restrictions and conditions attached to the Common Shares are as set out in the Public Disclosure Documents.

- (f) Acquisition and Repurchase Rights. No Person (other than the Company or one of its Subsidiaries) has any option, warrant, right (pre-emptive, contractual or otherwise) or other security or conversion privilege issued or granted by the Company or any of its Subsidiaries of any kind that is exercisable or convertible into, or exchangeable for, or otherwise carries the right of the holder to purchase or otherwise acquire (whether or not subject to conditions) common shares or other securities of the Company or any of its Subsidiaries, including pursuant to one or more multiple exercises, conversions and/or exchanges or other securities or rights (pre-emptive, contractual or otherwise), other than options outstanding as of the date hereof to purchase an aggregate of ■ Common Shares. No Person has any right to require the Company or any of its Subsidiaries to purchase, redeem or otherwise acquire any of its issued and outstanding Common Shares or other securities of the Company or any of its Subsidiary. No shareholder or other Person has any pre-emptive right or right of first refusal in respect of the allotment and issuance of any unissued Common Shares or other securities of the Company or any of its Subsidiaries.
- (g) Voting and Registration Rights. The Company is not a party or subject to any agreement or understanding, and to the knowledge of the Company there is no agreement between any securityholders of the Company, that affects or relates to the voting or giving of written consents with respect to, any of the Company's securities. The Company has not granted any registration rights or similar rights with respect to its securities to any Person.
- (h) Transfer Agent. Computershare Investor Services Inc. at its offices in the city of Vancouver, is the duly appointed registrar and transfer agent of the Company with respect to the Common Shares.
- (i) Listing of Common Shares. The Common Shares are listed and posted for trading on the TSX and no order ceasing or suspending trading in any securities of the Company or prohibiting the sale or issuance of the Purchased Securities or the trading of any of the Company's issued securities has been issued and no (formal or informal) proceedings for such purpose are pending or, to the knowledge of the Company, have been threatened. The Company has not taken any action which would reasonably be expected to result in the delisting or suspension of the Common Shares on or from the TSX and the Company is currently in compliance in all material respects with the rules and regulations of the TSX.
- (j) Issuance of Purchased Securities. The Company has the full power and authority to issue the Purchased Securities. The issuance of the Purchased Securities has been duly authorized and, when issued and delivered against payment of the

consideration set forth herein, the Purchased Securities will be validly issued as fully paid and non-assessable shares of the Company and will be listed on the TSX and, subject to applicable securities laws, will be freely transferable. At the Closing Time, the Investor will be the legal owner of the Purchased Securities and will have good title thereto free and clear of all Encumbrances, other than as may be imposed as a result of the application of any Applicable Laws, as noted in Section 3.3 hereof or as are imposed as a result of any actions taken by, or transactions entered into by, the Investor.

3.2 Representations and Warranties of the Investor

The Investor, acknowledging that the Company is entering into this Agreement in reliance thereon, hereby represents and warrants to the Company as of the date hereof as follows:

- (a) Organization and Powers. The Investor: (i) has been duly incorporated and is validly existing under the laws of its jurisdiction of incorporation; and (ii) has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder.
- (b) Authorization; No Conflict. The execution and delivery by the Investor of this Agreement, and the performance by it of its obligations hereunder, have been duly authorized by all necessary corporate or other action on its part and do not and will not: (i) contravene any provision of its constating documents or any resolution of its shareholders or directors (or any committee thereof); or (ii) violate any Applicable Law.
- (c) Execution; Binding Obligation. This Agreement has been duly executed and delivered by the Investor, and constitutes a legal, valid and binding agreement of the Investor, enforceable against the Investor in accordance with its terms, except to the extent enforcement may be affected by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Applicable Laws affecting creditors' rights generally and subject to the qualification that equitable remedies may be granted in the discretion of a court of competent jurisdiction.
- (d) Consents. The Investor is not required to give any notice to, make any filing with or obtain any Authorization, Order or other approval of any Person in connection with the execution or delivery of or performance of its obligations under this Agreement.
- (e) Money Laundering. The funds representing the Subscription Proceeds which will be advanced by the Investor to the Company hereunder will not represent proceeds of crime for the purposes of AML Legislation and the Investor acknowledges that the Company may in the future be required by law to disclose the Investor's name and other information relating to this Agreement, on a confidential basis, pursuant to the AML Legislation. None of the funds representing the Subscription Proceeds to be provided by the Investor: (i) have been or will be derived from or related to any activity that is deemed criminal under Applicable Laws of Canada, the United

States or any other jurisdiction; or (ii) are being tendered on behalf of a Person or entity who has not been identified to the Investor; and the Investor shall promptly notify the Company if it discovers that any of such representations ceases to be true, and will provide the Company with appropriate information in connection therewith.

- (f) Securities Laws. The Investor is purchasing the Purchased Securities as principal and is an “accredited investor” within the meaning of National Instrument 45-106 Prospectus and Registration Exemptions of the Canadian Securities Administrators. The Investor was not created, and is not being used, solely to purchase and hold securities in reliance on an exemption from prospectus requirements under Securities Laws. The Investor is purchasing the Purchased Securities for investment purposes only and not with a view to resale or distribution of any of the Purchased Securities, and not in a transaction or series of transactions involving a purchase and sale or a repurchase and resale in the course of or incidental to a distribution.

3.3 Acknowledgements of the Investor

- (a) The Investor acknowledges that the Company is relying on an exemption from the requirement to provide the Investor with a prospectus under Securities Laws and, as a consequence of acquiring the Purchased Securities pursuant to such exemption, certain protections, rights and remedies provided by Securities Laws, including statutory rights of rescission or damages, will not be available to the Investor, and the Investor may not receive information that would otherwise be required to be provided to it under Securities Laws.
- (b) The Investor acknowledges that it has not been provided with an offering memorandum or sales literature (as such terms are defined in any Securities Laws) or any similar document in connection with its subscription for the Purchased Securities, and the decision to execute this Agreement and to purchase the Purchased Securities has not been based upon any verbal or written representations as to fact or otherwise made by or on behalf of the Company, other than such written representations as are expressly contained in this Agreement.
- (c) The Investor acknowledges that the Purchased Securities are being offered for sale on a “private placement” basis and the Purchased Securities will be subject to statutory resale restrictions under Securities Laws, and the Investor covenants that it will not resell the Purchased Securities except in compliance with such Securities Laws and the Investor acknowledges that it is solely responsible (and the Company is not in any way responsible) for such compliance. The Investor acknowledges that the certificates representing the Purchased Securities will bear the following legends:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MUST NOT TRADE THE SECURITIES BEFORE [INSERT DATE THAT IS 4 MONTHS AND A DAY AFTER THE CLOSING DATE]”

“THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE LISTED ON THE TORONTO STOCK EXCHANGE (“TSX”); HOWEVER, THE SAID SECURITIES CANNOT BE TRADED THROUGH THE FACILITIES OF TSX SINCE THEY ARE NOT FREELY TRANSFERABLE, AND CONSEQUENTLY ANY CERTIFICATE REPRESENTING SUCH SECURITIES IS NOT “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS ON TSX”

- (d) The Investor acknowledges and consents to: (i) the fact that the Company is collecting Personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time); (ii) the Company retaining such Personal information for as long as permitted or required by Applicable Law or business practices; (iii) the fact that the Company may be required by Securities Laws, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any Personal information provided by the Investor in or in connection with this Agreement; and (iv) the collection, use and disclosure of the Investor’s Personal information by the TSX.
- (e) The Investor is aware that the Purchased Securities have not been and will not be registered under the U.S. Securities Act or the securities legislation of any state of the United States and that the Purchased Securities may not be offered or sold directly or indirectly in the United States without registration under the U.S. Securities Act or compliance with requirements of an exemption from registration and it acknowledges that the Company has no present intention of filing a registration statement under the U.S. Securities Act in respect of the Purchased Securities.
- (f) The Investor (i) is not a U.S. Person and is not acquiring the Purchased Securities for the account or benefit of, or for resale to, a U.S. Person and (ii) the offer to it of the Purchased Securities was not made in the United States and it was outside the United States when it executed and delivered this Agreement to the Company.
- (g) The Investor undertakes and agrees that it will not offer or sell any of the Purchased Securities in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirements is available.

3.4 Survival of Representations and Warranties

The representations and warranties made in this Agreement and in all certificates and documents delivered pursuant to or as contemplated by this Agreement shall survive until the second anniversary of the Closing Date and will not be mitigated, diminished or affected by any investigation or inquiry made by or on behalf of the party entitled to rely on such representation and warranty.

ARTICLE 4 **COVENANTS**³

4.1 Mutual Covenants Regarding Closing

Each of the parties shall take all such actions as are within its power to control, and use commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure the satisfaction of each of the conditions and covenants set forth in Sections 6.2 and 6.3 which are for the benefit of any other party.

4.2 Other Covenants of the Company

- (a) During the period from the date of this Agreement to Closing, the Company shall, and shall cause its Subsidiaries to, comply with its covenants and obligations under the Financing Documents to which it is a party.
- (b) The Company shall promptly advise the Investor orally and, if then requested, in writing of any change, event, occurrence, condition, circumstance, effect, fact or development which, individually or in the aggregate, has had, will have or could reasonably be expected to have a Material Adverse Effect, or any material inaccuracy in any representation or warranty or any material breach of covenant of the Company contained in this Agreement.
- (c) The Company shall fulfill all necessary requirements and take all necessary action required to be taken by the Company to permit the creation, issuance and delivery by the Company of the Purchased Securities to the Investor pursuant to an exemption from the prospectus requirements of applicable Securities Laws.
- (d) Forthwith after Closing, the Company shall take all required action to satisfy the conditions set out in the conditional acceptance of the TSX for the listing of the Purchased Securities, and in any event within the time period prescribed by the TSX, as applicable, to satisfy such conditions.

4.3 Participation Right

- (a) If, at any time prior to the Maturity Date, the Company proposes to issue or sell any New Securities (including pursuant to any exercise of pre-emptive or similar rights held by any other person) (a “**Subsequent Offering**”) and the Investor holds more than 5% of the total issued and outstanding Common Shares of the Company (calculated on a non-diluted basis and excluding from the number of issued and outstanding shares any Common Shares issued on or after the date hereof that constitute Exempted Securities or were issued upon the exercise, exchange or conversion of Exempted Securities), then the Investor has the right (the “**Participation Right**”) to subscribe for and purchase, on a private placement basis

³ NTD: To the extent covenants are given to other participants in the Concurrent Equity Financing on more favorable terms than in this Agreement and the Gold Prepay Credit Agreement, such covenants shall be added here for the benefit of the Investor, at its discretion.

each type, class or series of New Securities, as applicable, on a pro-rata basis in proportion to the Investor's percentage interest (calculated on a non-diluted basis) in the Common Shares immediately prior to the Subsequent Offering and at the price at which such New Securities are offered for issue or sale to other purchasers (the "**Other Purchasers**").

- (b) If the Company proposes to issue or sell New Securities pursuant to a Subsequent Offering giving rise to the Participation Right, the Company will give written notice to the Investor (the "**Subsequent Offering Notice**") as soon as possible and, in any event, not more than two Business Days after the Company publicly announces such Subsequent Offering. The Subsequent Offering Notice will contain the following information:
- (i) the total number of each class and series of Equity Securities outstanding as at the date of the Subsequent Offering Notice;
 - (ii) the number of each type, class and series of New Securities to be offered in such Subsequent Offering, and the rights, privileges, restrictions, terms and conditions of each such type, class and series;
 - (iii) the proposed price (on a per security basis) payable for the New Securities which the Investor is entitled to purchase pursuant to the Participation Right;
 - (iv) the proposed closing date for such Subsequent Offering; and
 - (v) any other material terms of such Subsequent Offering;

and the Company will during such period use its commercially reasonable efforts to consult with the Investor and the TSX (or any other stock exchange on which the Company's securities are listed) as to the size, structure and other characteristics of the Subsequent Offering with a view to giving full effect to the intention of the parties that the Investor be able to fully exercise its Participation Right in connection therewith.

- (c) If the Investor wishes to exercise the Participation Right in respect of a particular Subsequent Offering, the Investor shall give written notice to the Company (the "**Participation Exercise Notice**") of the exercise of its Participation Right and of the number of each type, class and series of New Securities the Investor wishes to purchase, within 5 (five) Business Days after the date of receipt of the Subsequent Offering Notice.
- (d) If the Investor exercises its Participation Right, subject to the receipt of any required regulatory approvals (including of the TSX or any stock exchange on which the Company's securities are listed), which approvals the Company will use its commercially reasonable efforts to promptly obtain (including by applying for any necessary price protection confirmations), the closing of the purchase by the Investor of its New Securities will occur on the date indicated by the Investor in the

Participation Exercise Notice, but in any event not more than 30 days from the later of the (i) Participation Exercise Notice and (ii) the closing of the sale of the New Securities to the Other Purchasers.

4.4 Survival of Covenants

The Investor and the Company agree that unless required to be performed on or prior to the Closing Date or unless otherwise expressly set forth herein, the covenants made pursuant hereto shall survive indefinitely.

ARTICLE 5 **INDEMNIFICATION**

5.1 Indemnity by the Company

The Company agrees to defend, indemnify, save, and hold harmless, discharge and release the Investor and its directors (or equivalent), officers, employees and agents from and against any and all Losses suffered or incurred by the Investor arising out of, relating to or in connection with:

- (a) any inaccuracy in any representation or warranty made by the Company in this Agreement or in any certificate delivered pursuant to this Agreement; and
- (b) any breach of any covenant of the Company in this Agreement;

in each case, excluding any Losses suffered or incurred by the Investor as a result of the breach of the terms of this Agreement by, or gross negligence or willful misconduct of, the Investor. The Investor hereby accepts the above indemnities in favour of its directors (or equivalent), officers, employees and agents as agent and trustee for each such Persons which is not a party, and the Company agrees that the Investor may enforce such indemnities in favour and for the benefit of such Persons.

5.2 Indemnity by the Investor

The Investor agrees to defend, indemnify, save and hold harmless, discharge and release the Company and its directors (or equivalent), officers, employees and agents from and against any and all Losses suffered or incurred by the Company arising out of, relating to or in connection with:

- (a) any inaccuracy in any representation or warranty made by the Investor in this Agreement or in any certificate delivered pursuant to this Agreement; and
- (b) any breach of any covenant of the Investor in this Agreement;

in each case, excluding any Losses suffered or incurred by the Company as a result of the breach of the terms of this Agreement by, or gross negligence or willful misconduct of, the Company. The Company hereby accepts the above indemnities in favour of its directors (or equivalent), officers, employees and agents as agent and trustee for each such Persons which is not a party, and

the Investor agrees that the Company may enforce such indemnities in favour and for the benefit of such Persons.

5.3 Third Party Claims

- (a) In the event that the Company or the Investor, or their respective directors (or equivalent), officers, employees and agents, as applicable (each an “**Indemnified Party**”), shall become aware of any Claim (a “**Third Party Claim**”) against the Indemnified Party in respect of which a party (the “**Indemnifying Party**”) has agreed to indemnify the Indemnified Party pursuant to this Agreement, the Indemnified Party shall promptly give written notice thereof to the Indemnifying Party. Such notice shall specify with reasonable particularity, to the extent that the information is available, (i) the factual basis for the Claim; and (ii) the amount of the Claim, if known. If, through the fault of the Indemnified Party, the Indemnifying Party does not receive notice of any Claim in time to contest effectively the determination of any liability susceptible of being contested, the Indemnifying Party shall be entitled to set off against the amount claimed by the Indemnified Party the amount of any losses or damages (including related costs and expenses) incurred by the Indemnifying Party resulting from the Indemnified Party’s failure to give such notice on a timely basis.
- (b) With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all of the Indemnified Party’s reasonable out-of-pocket expenses arising prior to the time at which the Indemnifying Party assumed control. Subject to Section 5.3(e), if the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defences), in which case such fees and disbursements shall be paid by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend the Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control. In such event, the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.
- (c) Notwithstanding the foregoing, but without limiting the Indemnifying Party’s indemnification obligations under this Article 5, if an Indemnified Party determines in good faith that there is a reasonable probability that a Claim may adversely affect it or its affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the Indemnified Party may, by notice to the Indemnifying Party, assume the exclusive right to defend, compromise or settle the Claim. In such case, the Indemnifying Party will not be bound by any

determination of a Claim so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld or delayed).

- (d) If any Third Party Claim is of a nature such that the Indemnified Party is required by Applicable Law to incur losses or make a payment to any Person (a “**Third Party**”) with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may incur such losses or make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for such losses and payments. If the amount of any liability of the Indemnified Party under such Third Party Claim, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after the receipt of the difference from the Third Party, pay the amount of such difference attributable to such over-payment, together with any interest thereon paid by the Third Party to the Indemnified Party, to the Indemnifying Party. In addition, the Indemnifying Party shall post all security required by any court, regulatory body or other authority having jurisdiction, including without limitation, for purposes of enabling the Indemnifying Party to contest any Third Party Claim.
- (e) If the Indemnifying Party fails to assume control of the defence of any Third Party Claim in accordance with Section 5.3(b), the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed; provided, however, that the liability of the Indemnifying Party shall be limited to the proposed settlement amount if any such consent is not obtained within a reasonable period of time for any reason.
- (f) The Indemnified Party and the Indemnifying Party shall co-operate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available).

ARTICLE 6 **CLOSING**

6.1 Closing

- (a) The Closing will take place at the offices of legal counsel to the Company, or such other location or in such other manner as the Company and the Investor may agree, at the Closing Time.
- (b) At the Closing, the Investor shall deliver, or cause to be delivered, to the Company:
 - (i) a certificate from a duly authorized officer of the Investor certifying that all of the representations and warranties made by the Investor in this Agreement are true and correct in all material respects (except where such

representations and warranties are already qualified by materiality, in which case such representations and warranties are true and correct in all respects) on the Closing Date as if made on and as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct in all material respects on and as of such earlier date);

- (ii) payment of the Subscription Proceeds in accordance with Section 2.1(b); and
 - (iii) such other documentation as the Company may reasonably request in form and substance satisfactory to each of the Company and the Investor, acting reasonably.
- (c) At the Closing, the Company shall deliver, or cause to be delivered, to the Investor:
- (i) a certificate of compliance with respect to the Company issued as at the day before the Closing Date;
 - (ii) a certificate from a duly authorized officer of the Company certifying (i) articles of the Company, (ii) the incumbency of signing officers of the Company, and (iii) the corporate resolutions of the Company approving the execution and delivery of, and performance of the Company's obligations under, this Agreement;
 - (iii) a certificate from a senior officer of the Company and Aurelian Ecuador S.A. certifying that:
 - (A) each of the Company and its Subsidiaries has complied in all material respects with the covenants and agreements contained in this Agreement and the Financing Documents to be performed or caused to be performed by it at or prior to Closing; and
 - (B) all of the representations and warranties made by the Company in this Agreement and its Subsidiaries pursuant to the Financing Documents are true and correct in all material respects (except where such representations and warranties are already qualified by materiality, in which case such representations and warranties are true and correct in all respects) on the Closing Date as if made on and as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct in all material respects on and as of such earlier date).
 - (C) no Material Adverse Effect (as defined in the Gold Prepay Credit Agreement) has occurred since the date of the Gold Prepay Credit Agreement; and

- (D) no Event of Default (as defined in the Gold Prepay Credit Agreement) has occurred and is continuing, and no event which with notice or lapse of time or both would become an Event of Default has occurred and is continuing;
- (iv) a customary legal opinion dated the Closing Date addressed to the Investor, in form and substance satisfactory to the Investor and its counsel, acting reasonably, from Canadian counsel to the Company with respect to corporate and securities matters relating to the transactions contemplated by this Agreement;
- (v) a legal opinion, in form and substance satisfactory to the Investor and its counsel, acting reasonably, from Ecuadorian counsel to the Company and its Subsidiaries with respect to Aurelian Ecuador S.A.'s title to the Project Real Property;
- (vi) evidence satisfactory to the Investor of the conditional acceptance by the TSX for the listing of the Purchased Securities on the TSX;
- (vii) a certificate from the transfer agent certifying (i) its appointment as transfer agent and registrar of the Common Shares and (ii) the issued and outstanding Common Shares of the Company as at the close of business on the day prior to the Closing Date;
- (viii) a share certificate duly executed by the Company representing the Purchased Securities registered in the name of the Investor or an Affiliate thereof, as designated by the Investor (or as the Investor may otherwise direct, if being issued to be held with an investment dealer), and duly issued by the Company and registered in the share register of the Company in the name of the Investor, such Affiliate or other nominee; and
- (ix) such other documentation as the Investor may reasonably request in form and substance satisfactory to each of the Company and the Investor, acting reasonably.

6.2 Conditions to Closing in Favour of the Company

The obligations of the Company to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing Time of each of the following conditions, which are for the exclusive benefit of, and may be waived in writing by, the Company:

- (a) all representations and warranties of the Investor contained in this Agreement shall be true and correct on the date hereof and shall be true and correct in all material respects on the Closing Date as if made on and as of the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct in all material respects on and as of such earlier date);

- (b) the Investor shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to Closing;
- (c) the Concurrent Equity Financing shall have closed in accordance with the applicable Equity Financing Notice;
- (d) all approvals, consents and authorizations necessary for the consummation of the transactions contemplated by this Agreement shall have been obtained, including the conditional acceptance of the TSX (which shall be subject only to customary conditions), any necessary Shareholder Approval and, if applicable, the satisfaction of the Swedish Prospectus Condition and the Swedish Listing Application Condition;
- (e) the Investor shall have made, or caused to be made, all of the deliveries set out in Section 6.1(b);
- (f) no preliminary or permanent injunction or other Order issued by a Governmental Body, and no statute, rule, regulation or executive order promulgated or enacted by a Governmental Body, which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement shall be in effect;
- (g) no action or proceeding, at law or in equity, shall be pending or threatened by any Person, Governmental Body or Securities Regulator to restrain, enjoin or prohibit the consummation of the transactions contemplated by this Agreement; and
- (h) no Order having the effect of suspending the issuance or ceasing the trading of any of the Purchased Securities issued or made by any Governmental Body, Securities Regulator or stock exchange shall be in effect.

6.3 Conditions to Closing in Favour of the Investor⁴

The obligations of the Investor to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction at or prior to the Closing Time of each of the following conditions, which are for the exclusive benefit of, and may be waived in writing by, the Investor:

- (a) the Company shall have performed and complied with all covenants and agreements required by this Agreement to be performed or complied with by it on or prior to Closing;
- (b) all representations and warranties of the Company contained in this Agreement shall be true and correct on the date hereof and shall be true and correct in all

⁴ NTD: To the extent closing conditions are given to other participants in the Concurrent Equity Financing on more favorable terms than in this Agreement and the Gold Prepay Credit Agreement, such closing conditions shall be added here for the benefit of the Investor, at its discretion.

material respects on the Closing Date as if made on and as the Closing Date (except to the extent such representations and warranties expressly relate to an earlier date, and in such case, shall be true and correct in all material respects on and as of such earlier date);

- (c) the Concurrent Equity Financing shall have been completed on the terms and conditions, including aggregate offering size, set forth in the last Equity Financing Notice in respect of such Concurrent Equity Financing
- (d) there shall have been no change, event, occurrence, condition, circumstance, effect, fact or development which, individually or in the aggregate, has had, will have or could reasonably be expected to have a Material Adverse Effect;
- (e) all approvals, consents and Authorizations necessary for the consummation of the transactions contemplated by this Agreement shall have been obtained, including the conditional acceptance of the TSX (which shall be subject only to customary conditions), any required Shareholder Approval and, if applicable, the satisfaction of the Swedish prospectus Condition and the Swedish Listing Application Condition;
- (f) the Company shall have made, or caused to be made, all of the deliveries set out in Section 6.1(c);
- (g) no preliminary or permanent injunction or other Order issued by a Governmental Body, and no statute, rule, regulation or executive order promulgated or enacted by a Governmental Body, which restrains, enjoins, prohibits or otherwise makes illegal the consummation of the transactions contemplated by this Agreement shall be in effect;
- (h) no action or proceeding, at law or in equity, shall be pending or threatened by any Person, Governmental Body or Securities Regulator to restrain, enjoin or prohibit the consummation of the transactions contemplated by this Agreement;
- (i) no Order having the effect of suspending the issuance or ceasing the trading of any of the Purchased Securities issued or made by any Governmental Body, Securities Regulator or stock exchange shall be in effect; and
- (j) the Closing Date shall have occurred by **[Outside Date]**⁵.

6.4 Waiver of Condition

The Company, in the case of a condition set out in Section 6.2, and the Investor, in the case of a condition set out in Section 6.3, will have the exclusive right to waive before the Closing Time the performance of or compliance with such condition in whole or in part and on such terms as may be agreed upon without prejudice to any of its rights in the event of non-

⁵ NTD: The parties will provide an appropriate outside date, determined at the time of execution, that reflects a reasonable period of time to close the subscription.

performance of or non-compliance with any other condition in whole or in part. Any such waiver will not constitute a waiver of any other conditions in favour of the waiving party. Such waiving party will retain the right to complete the transactions contemplated hereby and sue the other party in respect of any breach of the other party's covenants or obligations or any inaccuracy or misrepresentation in a representation or warranty of the other party which gave rise to the non-performance of or non-compliance with the condition so waived.

ARTICLE 7 **TERMINATION**

7.1 Termination Rights

- (a) This Agreement may be terminated at any time prior to the Closing by the Investor, upon notice from the Investor to the Company, if:
 - (i) there has been a breach of any representation, warranty or covenant on the part of the Company contained in this Agreement or the Financing Documents such that any condition specified in Section 6.3 would be incapable of being satisfied at the Closing and such breach is not waived by the Investor or cured by the Company by the earlier of five Business Days after notice thereof from the Investor and **[Outside Date]**; or
 - (ii) there has been any change, event, occurrence, condition, circumstance, fact or effect which, individually or in the aggregate, has had, will have or could reasonably be expected to have a Material Adverse Effect; or
 - (iii) the number of Purchased Securities has been reduced to zero in accordance with Section 2.2.

- (b) This Agreement may be terminated at any time prior to the Closing by the Company, upon notice from the Company to the Investor, if:
 - (i) there has been a breach of any representation, warranty or covenant on the part of the Investor contained in this Agreement or the Financing Documents such that any condition specified in Section 6.2 would be incapable of being satisfied at the Closing and such breach is not waived by the Company or cured by the Investor by the earlier of five Business Days after notice thereof from the Investor and **[Outside Date]**; or
 - (ii) the number of Purchased Securities has been reduced to zero in accordance with Section 2.2.; or
 - (iii) any required Shareholder Approval is not obtained at a meeting of shareholders called for such purpose.

- (c) This Agreement may be terminated by either the Investor or the Company, upon notice from the party seeking to terminate this Agreement to the other party, if the Closing has not occurred by **[Outside Date]**, provided that a party may not

terminate this Agreement under this Section 7.1(c) if its failure to fulfill any of its obligations or its breach of any of its representations and covenants has been the cause of, or resulted in, the failure of Closing to occur by such date.

ARTICLE 8
GENERAL PROVISIONS

8.1 **Notices**

(a) Unless otherwise specifically provided in this Agreement, any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered by hand to an officer or other responsible employee of the addressee or transmitted by facsimile transmission or other electronic communication, addressed to:

(i) in the case of the Investor:

Orion Co-V Holdings Pte Ltd.
c/o Maples Fiduciary Services (Singapore) Pte. Ltd.
1 Raffles Place
#32-02A One Raffles Place
Singapore 048616

with a copy to (which shall not constitute notice):

Orion Resource Partners (USA) LP
1211 Avenue of the Americas, Suite 3000
New York, NY 10036

Attention: General Counsel
Facsimile: *[Facsimile number redacted]*
Email: *[Email address redacted]*

(ii) in the case of the Company:

Lundin Gold Inc.
885 West Georgia, Suite 2000
Vancouver, British Columbia, Canada, V6C 3E8

Attention: President and Chief Executive Officer
Email: *[Email address redacted]*

With a copy to (which shall not constitute notice):

Norton Rose Fulbright Canada LLP
45 O'Connor Street, Suite 1500,
Ottawa, ON K1P 1A4, Canada

Attention: *[Contact name redacted]*
Facsimile: *[Facsimile number redacted]*
Email: *[Email address redacted]*

or at such other address, facsimile number or email address as such party from time to time directs in writing to the other party.

- (b) Any notice or other communication given in accordance with this Section 8.1, if delivered by hand as aforesaid shall be deemed to have been validly and effectively given on the date of such delivery if such date is a Business Day and such delivery is received before 4:00 p.m. at the place of delivery; otherwise, it shall be deemed to be validly and effectively given on the Business Day next following the date of delivery. Any notice of communication which is transmitted by facsimile transmission or electronic mail as aforesaid, shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was received before 4:00 p.m. at the place of receipt; otherwise it shall be deemed to have been validly and effectively given on the next Business Day following such date of transmission.

8.2 Public Releases

The Company agrees that it shall obtain prior approval of the Investor as to the content and form of any press release or other public disclosure (including the filing on SEDAR of any material change report or copy of this Agreement) referring to the Investor or relating to the entering into of this Agreement, such approval not to be unreasonably withheld. Notwithstanding the foregoing, if at any time the Company is required by Applicable Law to make a press release or other public disclosure (including the filing on SEDAR of any material change report or copy of this Agreement), such party may do so, notwithstanding the failure of the other party to approve the text of such press release or other public disclosure, provided that such party has made reasonable efforts in the particular circumstances to allow the other party a reasonable opportunity to comment on such press release or other public disclosure (including with respect to redactions to be made to this Agreement).

8.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without reference to conflicts of law rules.

8.4 Submission to Jurisdiction

Each of the parties irrevocably and unconditionally (i) submits to the nonexclusive

jurisdiction of the courts of the Province of Ontario over any action or proceeding arising out of or relating to this Agreement, (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

8.5 Further Assurances

Each party shall execute all such further instruments and documents and shall take all such further actions as may be necessary to effect the transactions contemplated herein, in each case at the cost and expense of the party requesting such further instrument, document or action, unless expressly indicated otherwise.

8.6 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, this Agreement shall be interpreted as if such provision had not been a part hereof so that the invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remainder of this Agreement which shall be construed as if this Agreement had been executed without such provision. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated in this Agreement are fulfilled to the extent possible.

8.7 Entire Agreement

This Agreement, except as otherwise expressly stated herein, constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in this Agreement.

8.8 Amendments

This Agreement may not be changed, amended or modified in any manner, except pursuant to an instrument in writing signed on behalf of each of the parties.

8.9 Waivers

The failure by any party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision unless such waiver is acknowledged in writing, nor shall such failure affect the validity of this Agreement or any part thereof or the right of a party to enforce each and every provision. No waiver of any provision of this Agreement shall be held to be a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

8.10 **Assignment**

- (a) This Agreement shall enure to the benefit of and be binding upon the parties hereto and thereto, their respective successors and any permitted assignee of some or all of the parties' rights or obligations under this Agreement as permitted under this Section.
- (b) Except as permitted in paragraph (c), neither the Company nor the Investor shall assign all or any part of its rights, benefits or obligations under this Agreement without the prior written consent of the other party, which may be unreasonably withheld.
- (c) The Investor may assign or transfer all or any part of its rights in respect of this Agreement to or in favour of any Person and have its corresponding obligations hereunder and thereunder assumed by such Person without the consent of the Company to an Affiliate of the Investor.
- (d) Any assignment made hereunder shall become effective when the non-assigning party has been notified thereof by the assigning party and the non-assigning party has received a written acknowledgement from the assignee to be bound by this Agreement. Any such assignee shall be treated as a party to this Agreement for all purposes of this Agreement and shall be entitled to the full benefit hereof and thereof and shall be subject to the obligations of the assigning party to the same extent as if it were an original party in respect of the rights assigned to it and obligations assumed by it and the assigning party shall be released and discharged accordingly.

8.11 **Third Party Beneficiaries**

Except as expressly provided otherwise herein, this Agreement is intended for the benefit of the parties and their respective successors and permitted assigns and is not for the benefit of, nor may any provision in this Agreement be enforced by, any other person.

8.12 **Costs and Expenses**

The Company shall pay to the Investor on demand all reasonable and documented costs and expenses of the Investor incurred in connection with this Agreement, including, without limitation, all costs and expenses reasonably incurred in connection with the evaluation, negotiation, preparation, execution and performance of this Agreement and the transactions contemplated herein, including the fees, expenses and disbursements of legal counsel, financial advisors, accountants, consultants and other professional advisors; provided that the Investor shall use reasonable efforts to keep such costs and expenses to a minimum.

8.13 **Counterparts**

This Agreement and all documents contemplated by or delivered under or in connection with this Agreement may be executed in one or more counterparts and by the parties in separate counterparts, each of which when executed shall be deemed to be an original, but all

of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronic format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF this Agreement has been executed by the parties.

[■]

By: _____

Name:

Title:

LUNDIN GOLD INC.

By: _____

Name:

Title:

[Signature Page to Subscription Agreement]