EXECUTION VERSION

UNDERWRITING AGREEMENT

June 30, 2021

Lucara Diamond Corp.
502-1250 Homer Street
Vancouver, British Columbia
V6B 2Y5

Attention: Ms. Eira Thomas, President and Chief Executive Officer

Dear Mesdames/Sirs:

The undersigned, BMO Nesbitt Burns Inc. as lead-underwriter and sole bookrunner (the "**Lead Underwriter**"), and Scotia Capital Inc. (together with the Lead Underwriter, the "**Underwriters**") understand that Lucara Diamond Corp. (the "**Corporation**") proposes to issue and sell to the Underwriters 29,400,000 common shares of the Corporation (the "**Underwritten Shares**") subject to the terms and conditions set out below at a price of $0.75 per Underwritten Share (the "**Offering Price**"). The Underwriters understand that the Corporation intends to undertake a concurrent private placement to certain investors, including Nemesia S.à.r.l. ("**Nemesia**") and certain other investors of approximately 21,347,733 common shares of the Corporation at the Offering Price and otherwise on the same terms and conditions as the Offering (as defined herein) (the "**Concurrent Private Placement**") for an aggregate purchase price of approximately $16,010,800.

Upon and subject to the terms and conditions set forth herein, the Underwriters severally, in respect of the percentages set forth in Section 20 of this Agreement, and not jointly, nor jointly and severally, agree to act as underwriters and purchase from the Corporation and by its acceptance hereof, the Corporation agrees to sell to the Underwriters the Underwritten Shares on the Closing Date (as hereinafter defined) at the Offering Price for an aggregate purchase price of $22,050,000.

The Corporation also hereby grants the Underwriters the option (the "**Over-Allotment Option**") for the purposes of covering the Underwriters' "over-allocation position" (as that term is defined in NI 41-101 (as hereinafter defined)), which may be exercised in whole or in part at the Underwriters' sole discretion, to acquire up to an additional 4,410,000 common shares of the Corporation (the "**Over-Allotment Shares**") at the Offering Price. If and to the extent the Lead Underwriter shall have determined to exercise, on behalf of the Underwriters, the Over-Allotment Option to purchase such Over-Allotment Shares, the Underwriters shall have the right to purchase, severally and not jointly, nor jointly and severally, the Over-Allotment Shares from the Corporation on the same basis as the Underwritten Shares. If the Lead Underwriter, on behalf of the Underwriters, elects to exercise such Over-Allotment Option, the Lead Underwriter shall notify the Corporation in writing not later than 30 days from and including the Closing Date, which notice shall specify the number of Over-Allotment Shares to be purchased by the Underwriters and the date (the "**Option Closing Date**") on which such Over-Allotment Shares are to be purchased. Such Option Closing Date may be the same as the Closing Date but not earlier than the later of (i) the Closing Date and (ii) 48 hours after the date of such notice. Over-Allotment Shares may be purchased solely for the purpose of covering over-allotments made in connection with the offering of the Underwritten Shares and for market stabilization purposes. If any Over-Allotment Shares are purchased, each Underwriter agrees, severally and not jointly, nor jointly and severally, to purchase the percentage of such Over-Allotment Shares (subject to such adjustments to eliminate fractional Common

Shares (as defined herein) as the Lead Underwriter may determine) equal to the percentage set out opposite the name of such Underwriter in Section 20 of this Agreement.

The offering of the Underwritten Shares by the Corporation described in this Agreement is hereinafter referred to as the “**Offering**” and, unless otherwise required by the context, references to the “**Offering**” shall include the offering of Over-Allotment Shares and references to the “**Underwritten Shares**” shall include the Over-Allotment Shares. The net proceeds of the Offering to the Corporation shall be used by the Corporation in accordance with, and subject to the qualifications set out in, the disclosure set out under “Use of Proceeds” in the Final Prospectus (as hereinafter defined). The Underwriters and the Corporation acknowledge that the schedules hereto form part of this Agreement.

The Underwriters understand that the Corporation has prepared and, concurrently with or immediately after the execution hereof, will file the Preliminary Prospectus (as hereinafter defined) and all necessary documents relating thereto, and will take all additional steps to qualify the Underwritten Shares (as hereinafter defined) for distribution in British Columbia, Alberta, Manitoba, Ontario and Québec (collectively, the “**Qualifying Jurisdictions**”), and to be used in connection with the offer and sale of the Underwritten Shares on a private placement basis in the United States (as hereinafter defined) in accordance with the terms of this Agreement, Schedule “A” hereto and the U.S. Memorandum (and exhibits thereto) (as hereinafter defined).

The Underwriters intend to make a public offering of the Underwritten Shares in the Qualifying Jurisdictions upon the terms set forth herein and in the Prospectus (as hereinafter defined).

The parties hereto each acknowledge and agree that the Underwriters may offer and sell the Underwritten Shares to or through any affiliate of an Underwriter and that any such affiliate may offer and sell the Underwritten Shares purchased by it to or through any Underwriter. Provided, however, that the Underwriters may offer and resell the Underwritten Shares within the United States only to Qualified Institutional Buyers through one or more of their respective U.S. Affiliates in accordance with (i) Rule 144A (as hereinafter defined), (ii) this Agreement, (iii) the U.S. Memorandum (and exhibits thereto), and (iv) Schedule “A” hereto (which forms a part of this Underwriting Agreement), provided that no such action on the part of the Underwriters or their respective U.S. Affiliates shall in any way obligate the Corporation to register any Underwritten Shares under the U.S. Securities Act (as hereinafter defined) or subject the Corporation to any ongoing filing obligations under the U.S. Exchange Act (as hereinafter defined) or the securities laws of any state of the United States.

Subject to applicable Securities Laws and the terms of this Agreement, the Underwritten Shares may also be distributed on an exempt basis in Sweden and in other offshore jurisdictions outside of Canada and the United States, all in the manner contemplated by this Agreement. Any offer to the public of Underwritten Shares in any EEA Member State may only be addressed to and be directed at persons in such Member State who are "qualified investors" within the meaning of the Prospectus Regulation (as defined herein) or in any other circumstances falling within Article 1(4) of the Prospectus Regulation. For the purposes of this paragraph, "offer to the public" means any communication to persons in any form and by any means, presenting sufficient information on the terms of the offer and the securities to be offered, so as to enable an investor to decide to purchase or subscribe for those securities. This definition also applies to the placing of securities through financial intermediaries.

The Underwriters, through their U.S. Affiliates, shall have the exclusive right to offer for sale the Underwritten Shares in the United States pursuant to Rule 144A in accordance with the terms hereof, including this Agreement, the U.S. Memorandum (and exhibits thereto) and Schedule “A” hereto.

The Underwriters shall be entitled to appoint a soliciting dealer group consisting of other registered dealers acceptable to the Corporation for the purposes of arranging for purchasers of the Underwritten Shares at no additional cost to the Corporation.

In consideration of the Underwriters’ services to be rendered in connection with the Offering, including the agreement of the Underwriters to purchase the Underwritten Shares and, if applicable, the Over-Allotment Shares and to offer them to the public pursuant to the Prospectus, the Corporation shall pay to the Underwriters on the Closing Date (as defined herein) and, if applicable, the Option Closing Date a cash commission (the “**Commission**”) equal to 5.5% of the gross proceeds realized by the Corporation in respect of the sale of the Underwritten Shares and Over-Allotment Shares, respectively, provided that no Commission will be payable to the Underwriters in respect of the Concurrent Private Placement. The Lead Underwriter will also be entitled to a work fee equal to 5% of the Commission, which shall be extracted from the gross Commission. No third party finder will be entitled to receive any portion of the Commission or any commissions paid to Selling Firms (as defined herein) by the Underwriters.

The Underwritten Shares will be offered to the public at the Offering Price; provided, however, that after the Underwriters have made a reasonable effort to sell all of the Underwritten Shares at the Offering Price, the Underwriters may decrease the sale price per Underwritten Share to the public, and such price may be further changed from time to time to an amount not greater than the Offering Price, and the compensation realized by the Underwriters will be decreased by the amount that the aggregate price paid by purchasers for the Underwritten Shares is less than the aggregate price paid by the Underwriters to the Corporation. For greater certainty, in no event shall the price per Underwritten Share payable by the Underwriters to the Corporation under this Agreement be less than $0.75.

The following are the schedules attached to this Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule “A” – Compliance with United States Securities Laws

Schedule “B” – List of Convertible Securities

Schedule “C” – List of Subsidiaries

DEFINITIONS

In this Agreement, in addition to the terms defined above or elsewhere in this Agreement, the following terms shall have the following meanings:

“**Agreement**” means the agreement resulting from the acceptance by the Corporation of the offer made hereby;

“**Annual Financial Statements**” means the consolidated financial statements of the Corporation for the year ended December 31, 2020, including the notes thereon and the related auditors’ report on such statements, incorporated by reference into the Prospectus;

“**BSE**” means the Botswana Stock Exchange;

"**BSE Requirements**" shall have the meaning ascribed thereto in Section 4(a)(iv);

"**Business Day**" means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Vancouver or the City of Toronto;

"**Canadian Securities Regulators**" means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions;

"**Claim**" shall have the meaning ascribed thereto in Section 17;

"**Clara Platform**" means the digital platform for the sale of rough diamonds owned by Clara Diamond Solutions Limited Partnership, a wholly owned subsidiary of the Corporation;

"**Clara SPA**" means the agreement for the Purchase of all of the Shares of Clara Diamond Solutions Corp. between the Corporation and the former shareholders of Clara;

"**Closing**" means the completion of the issue and sale by the Corporation and the purchase by the Underwriters on the Closing Date of the Underwritten Shares as contemplated by this Agreement;

"**Closing Date**" means July 15, 2021 or such other date as the Corporation and the Lead Underwriter, on behalf of the Underwriters, may agree, but in any event, no later than 42 days after the date of the receipt for the Final Prospectus;

"**Closing Time**" means 5:00 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Corporation and the Lead Underwriter, on behalf of the Underwriters, may agree;

"**Common Shares**" means the common shares of the Corporation which the Corporation is authorized to issue, as constituted on the date hereof;

"**Corporation's Auditors**" means the auditors of the Corporation, PricewaterhouseCoopers LLP;

"**Debt Instrument**" means any note, loan, bond, debenture, indenture, mortgage, deed of trust, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability, to which the Corporation or any of its Subsidiaries is a party or by which any of their property or assets are bound, including, without limitation, the Working Capital Facility and the Project Financing Mandate;

"**Disclosure Documents**" means, collectively, (i) all of the documentation which has been filed by or on behalf of the Corporation with the relevant Canadian Securities Regulators since December 31, 2019 pursuant to the requirements of applicable Securities Laws, including all press releases filed on SEDAR and (ii) the Technical Report;

"**Documents Incorporated by Reference**" means all financial statements, management information circulars, annual information forms, material change reports, marketing materials or other documents issued or filed by the Corporation, whether before or after the date of this Agreement, that are required to be incorporated by reference into the Prospectus;

"**Eligible Issuer**" means an issuer which meets the criteria and has complied with the requirements of NI 44-101 so as to allow it to offer its securities using a short form prospectus;

"**Final Prospectus**" means the final short form prospectus including all of the Documents Incorporated by Reference, to be prepared by the Corporation and relating to the distribution of the Underwritten Shares and for which a receipt has been issued by the British Columbia Securities Commission on its own behalf and, as principal regulator, on behalf of each of the other Canadian Securities Regulators;

"**Financial Material**" means, collectively, the Financial Statements, the Corporation's management's discussion and analysis for the year ended December 31, 2020 and the three months ended March 31, 2021 and the section of the Prospectus entitled "Consolidated Capitalization";

"**Financial Statements**" means the Annual Financial Statements and the Interim Financial Statements;

"**Governmental Authority**" means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and (d) any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Regulators;

"Government Official" means an official, agent or representative of any Government Authority;

"**GRB Royalty**" means the 10% royalty on actual sales of diamonds levied by the Government of the Republic of Botswana pursuant to the Mines and Minerals Act Cap 66:01;

"**HB Agreement**" means the diamond sales agreement dated July 9, 2020 between the Corporation, Lucara Botswana Proprietary Limited and HB Trading BV, as amended and restated on April 6, 2021;

"**Indemnified Party**" has the meaning ascribed thereto in Section 17;

"**Insider Agreements**" has the meaning ascribed thereto in Section 12;

"**Intellectual Property**" means any and all vested, contingent, and future intellectual property and intellectual property rights in and to any tangible or intangible property arising under the laws of any jurisdiction, including, without limitation: (a) registered and unregistered trademarks, service marks, certification marks, trade names, trade dress, brand names, logos, slogans, domain names, social media identifiers and accounts, and registrations, applications for registration, and renewals thereof, together with all of the goodwill associated with any of the foregoing; (b) all patents and patent applications, including, without limitation, any reissues, divisionals, continuations, continuations-in-part and extensions, and counterparts thereof; (c) industrial designs and copyrights, moral rights, and other similar rights, including, without limitation, rights in works, recipes, formulae, data, software, source code, object code, computer programs, applications, platforms, application program interfaces, components, and other information technology, and registrations and applications for registration, and renewals thereof; (d) trade secrets, confidential or proprietary know-how, processes, inventions (whether or not patentable), and discoveries; (e) any other forms of intellectual property, including, without limitation, rights in any and all applications and registrations in respect of each of the foregoing and all rights of action, powers, and benefits relating thereto, including the right to bring proceedings and claims or recover damages or other remedies in relation to any infringement; and (f) the Clara Platform, and any intellectual property related to the Clara Platform of the type set out in (a) to (e) of this definition;

"**Interim Financial Statements**" means the condensed interim consolidated financial statements of the Corporation for the three months ended March 31, 2021, including the notes thereon, incorporated by reference into the Prospectus;

"Karowe Mine" shall have the meaning ascribed thereto in the Prospectus;

"**Letter Agreement**" means the letter agreement dated June 24, 2021 between the Lead Underwriter and the Corporation relating to the Offering;

"**Marketing Materials**" has the meaning ascribed to "marketing materials" in NI 41-101;

"**Material Adverse Effect**" or "**Material Adverse Change**" means: (i) any effect or change on the Corporation or its Subsidiaries or their respective businesses that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Corporation and its Subsidiaries and their respective businesses, taken as a whole, after giving effect to this Agreement and the transactions contemplated hereby or that is or is reasonably likely to be materially adverse to the completion of the transactions contemplated by this Agreement; or (ii) any fact, event or change that would result in the Offering Documents containing a misrepresentation;

"**Material Agreements**" means (a) any contract, commitment, agreement (written or oral), instrument, lease or other document, including any option agreement or licence agreement, to which the Corporation or a Subsidiary is a party or otherwise bound and which is material to the Corporation and its Subsidiaries, taken as a whole, including, without limitation, the HB Agreement, and (b) any Debt Instrument, any agreement, contract or commitment to create, assume or issue any Debt Instrument, and any other outstanding loans to the Corporation or any Subsidiary from, or any loans by the Corporation or any Subsidiary to or a guarantee by the Corporation or any Subsidiary of the obligations of, any other person in each case to which the Corporation or a Subsidiary is a party or otherwise bound and which is material to the Corporation and its Subsidiaries, taken as a whole;

"**Mining Rights**" means all prospecting, exploration, development, ingress, egress, access and surface rights, mining and mineral rights, interests in minerals, concessions, claims, licenses, leases, Permits, consents, approvals and authorizations in respect of the Property, including, without limitation, Mining License No 2008/6L granted by the Minister of Mineral Resources, Green Technology and Energy Security of the Government of the Republic of Botswana in respect of the Karowe Mine, as further described in the Technical Report and subsequently extended for a 25 year period as of January 4, 2021;

"**misrepresentation**", "**material fact**"**,** "**material change**", "**affiliate**"**,** "**associate**", and "**distribution**" shall have the respective meanings ascribed thereto in the *Securities Act* (British Columbia);

"**MI 11-102**" means Multilateral Instrument 11-102 – *Passport System* and its companion policy;

"**Named Executive Officers**" means, in respect of the Corporation, its Chief Executive Officer, Chief Financial Officer and each of the three most highly compensated executive officers, other than the Chief Executive Officer and Chief Financial Officer, who were serving as executive officers at the end of the most recently completed financial year and whose total salary and bonus exceeds $150,000 as well as any additional individuals who would qualify as a Named Executive Officer, except that the individual was not serving as an executive officer of the Corporation at the end of the most recently completed financial year end;

"**Nasdaq Stockholm"** means the regulated market and exchange Nasdaq Stockholm located in Stockholm, Sweden;

"**Nemesia**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**NI 41-101**" means National Instrument 41-101 – *General Prospectus Requirements*;

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions*;

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"**NI 52-109**" means National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings;*

"**NP 11-202**" means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

"**Offering Documents**" has the meaning ascribed thereto in subsection 5(a)(iii);

"**Option Closing Time**" means 5:00 a.m. (Vancouver time) on the Option Closing Date or such other time on the Option Closing Date as the Corporation and the Lead Underwriter may agree;

"**Passport System**" means the system and process for prospectus reviews provided for under MI 11-102 and NP 11-202;

"**Permits**" has the meaning ascribed thereto in subsection 7(ll);

"**person**" shall be broadly interpreted and shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust or other legal entity;

"**Preliminary Prospectus**" means the short form preliminary prospectus to be dated on or about June 30, 2021 prepared by the Corporation relating to the distribution of the Underwritten Shares in the Qualifying Jurisdictions, including all of the Documents Incorporated by Reference;

"**Project Financing Mandate**" means the mandate for a senior secured project financing package of up to $220 million to fund the underground expansion at the Property between Lucara Botswana Proprietary Limited, as borrower, and a syndicate of five international financial institutions, including ING Bank N.V., Natixis, Societe Generale, London Branch, Africa Finance Corporation and Afreximbank, including a non-binding indicative term sheet for debt facilities of up to $220 million;

"**Property**" means the Karowe Mine;

"**Prospectus**" means, collectively, the Preliminary Prospectus and the Final Prospectus and any amendments thereto;

"**Prospectus Regulation**" has the meaning ascribed thereto in the Section 4(e);

"**Qualifying Jurisdictions**" means, collectively, British Columbia, Alberta, Manitoba, Ontario and Québec;

"**QIB**" or "**Qualified Institutional Buyer**" means "Qualified Institutional Buyer" as such term is defined in Rule 144A;

"**Regulation S**" means Regulation S promulgated by the U.S. Securities and Exchange Commission under the U.S. Securities Act;

"**Reporting Provinces**" means, collectively, the provinces of British Columbia, Alberta, Manitoba, Ontario, and Quebec;

"**Rule 144A**" means Rule 144A as promulgated under the U.S. Securities Act; "**SEC**" means the United States Securities and Exchange Commission; "**Securities**" means the Underwritten Shares and the Over-Allotment Shares;

"**Securities Laws**" means, unless the context otherwise requires, all applicable securities laws in each of Sweden, the United States and the Qualifying Jurisdictions and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

"**Securities Regulators**" means, collectively, the TSX, Nasdaq Stockholm, the BSE, the Swedish Securities Regulators and the Canadian Securities Regulators;

"**Selling Firm**" has the meaning ascribed thereto in subsection 3(a);

"**Standard Listing Conditions**" has the meaning ascribed thereto in subsection 4(a)(iii);

"**Standard Term Sheet**" has the meaning ascribed to "standard term sheet" in NI 41-101;

"**subsidiary**" shall have the meaning ascribed thereto in the *Business Corporations Act* (British Columbia);

"**Subsidiaries**" means the subsidiaries of the Corporation listed in Schedule "C" hereto and "**Subsidiary**" shall mean any one of them, as the case may be;

"**Supplementary Material**" means, collectively, any amendment to the Final Prospectus, any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under the Securities Laws relating to the distribution of the Securities hereunder;

"**Swedish Securities Regulators**" means the Swedish Financial Supervisory Authority (Sw. *Finansinspektionen*) and any other applicable securities commission or securities regulatory authorities in Sweden;

"**Technical Report**" means the NI 43-101 compliant technical report entitled "Karowe Mine Underground Feasibility Study Technical Report, Botswana" with an effective date of September 26, 2019, compiled and prepared by JDS Energy & Mining Inc. and authored by: Gordon Doerksen (P. Eng.), Tracey Arlaud (Reg. Mem. SME), Kelly McLeod (P. Eng.), Carly Church (P. Eng.), Dr. John Armstrong (Ph.D., P. Geo.), Andrew Copeland (Pr. Eng.), Johan Oberholzer (Pr. Eng.), Matthew Pierce (P. Eng.), Dr. Markus Reichardt (Ph.D.), Kimberley Webb (P. Geo), Cliff Revering (P. Eng.), Koos Vivier (Pri.Sci.Nat) and Lehman van Niekerk (Pr.Eng.);

"**Transfer Agent**" means the registrar and transfer agent of the Corporation, namely, Computershare Investor Services Inc.;

"**TSX**" means the Toronto Stock Exchange;

"**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"U.S. Affiliate" means a United States duly registered broker-dealer affiliate of an Underwriter;

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations made thereunder;

"**U.S. Memorandum**" means the final U.S. private placement memorandum (including a U.S. QIB Letter) describing the offer and sale of the Underwritten Shares in the United States pursuant to Rule 144A, in a form satisfactory to the Underwriters and the Corporation, to which will be attached the Final Prospectus;

"**U.S. Preliminary Memorandum**" means the preliminary U.S. private placement memorandum (including a U.S. QIB Letter) describing the offer and sale of the Underwritten Shares in the United States pursuant to Rule 144A), in a form satisfactory to the Underwriters and the Corporation, to which will be attached the Preliminary Prospectus;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations made thereunder; and

"**Working Capital Facility**" means the Corporation's $50 million working capital facility with the Bank of Nova Scotia and Rand Merchant Bank, a division of FirstRand Bank Limited, London Branch, dated May 5, 2017 as amended on April 29, 2020, June 29, 2020, September 5, 2020 and May 5, 2021.

TERMS AND CONDITIONS

1. **Compliance with Securities Laws.** The Corporation represents and warrants to, and covenants and agrees with, the Underwriters that the Corporation will as soon as possible and in any event no later than 3:00 p.m. (Vancouver time) on June 30, 2021 prepare and file the Preliminary Prospectus and use its commercially reasonable efforts to obtain, pursuant to the Passport System, a receipt from the British Columbia Securities Commission (as principal regulator) evidencing the issuance by the Canadian Securities Regulators of receipts for the Preliminary Prospectus and other related documents in respect of the proposed distribution of the Underwritten Shares. The Corporation will use its commercially reasonable efforts to resolve as soon as possible any comments of the Canadian Securities Regulators relating to the Preliminary Prospectus and the Documents Incorporated by Reference and will, as soon as possible thereafter, and in any event no later than 3:00 p.m. (Vancouver time) on July 12, 2021 (or, in any case, by such later date or dates as may be determined by the Underwriters and the Corporation acting reasonably), file the Final Prospectus and obtain, pursuant to the Passport System, a receipt from the British Columbia Securities Commission (as principal regulator) evidencing the issuance or deemed issuance by the Canadian Securities Regulators of receipts for the Final Prospectus and other related documents in respect of the proposed distribution of the Underwritten Shares. The distribution of the Underwritten Shares and the grant of the Over-Allotment Option shall be qualified by the Prospectus under Securities Laws in the Qualifying Jurisdictions and in such other jurisdictions (excluding the United States) as the Corporation and the Underwriters may agree and as is required. The Corporation will file with the TSX, the BSE and Nasdaq Stockholm all required documents and pay all required fees, and do all things required by the rules and policies of the TSX, the BSE and Nasdaq Stockholm, in order to obtain the conditional acceptance of the Offering from the TSX and the listing of the Underwritten Shares on the TSX, BSE and Nasdaq Stockholm prior to the Closing Date.

2. **Due Diligence.** Prior to the filing of the Preliminary Prospectus and the Final Prospectus and continuing until the Closing, the Corporation shall have permitted the Underwriters to review each of the Preliminary Prospectus and the Final Prospectus and shall allow the Underwriters to conduct any due diligence investigations which each of them reasonably requires in order to fulfill its obligations as an underwriter under the Securities Laws and in order to enable it to responsibly execute the certificate in the Preliminary Prospectus and the Final Prospectus required to be executed by it.

3. **Distribution and Certain Obligations of the Underwriters**.

(a) The Underwriters shall, and shall require any investment dealer or broker (other than the Underwriters) with which the Underwriters have a contractual relationship in respect of the distribution of the Underwritten Shares or who are otherwise offered selling group participation by the Underwriters (each, a "**Selling Firm**") to agree to comply with the Securities Laws in connection with the distribution of the Underwritten Shares and shall offer the Underwritten Shares for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Final Prospectus and this Agreement. The Underwriters shall, and shall require any Selling Firm to, offer for sale to the public and sell the Underwritten Shares only in those jurisdictions where they may be lawfully offered for sale or sold. The Underwriters shall: (i) use all reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Underwritten Shares as soon as reasonably practicable; and (ii) promptly notify the Corporation when, in their opinion, the Underwriters and the Selling Firms have ceased distribution of the Underwritten Shares and provide a breakdown of the number of Underwritten Shares distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Regulators.

(b) The Underwriters shall, and shall require any Selling Firm to agree to, distribute the Underwritten Shares in a manner which complies with and observes all applicable laws and regulations in each jurisdiction into and from which they may offer to sell the Securities or distribute the Prospectus or any Supplementary Material in connection with the distribution of the Underwritten Shares and will not, directly or indirectly, offer, sell or deliver any Underwritten Shares or deliver the Prospectus or any Supplementary Material to any person in any jurisdiction other than in the Qualifying Jurisdictions except in a manner which will not require the Corporation to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the applicable securities laws of such other jurisdictions or pay any additional governmental filing fees which relate to such other jurisdictions. Subject to the foregoing, the Underwriters and any Selling Firm shall be entitled to offer and sell the Underwritten Shares in such other jurisdictions in accordance with any applicable securities and other laws in such jurisdictions in which the Underwriters and/or Selling Firms offer the Underwritten Shares provided that the Corporation is not required to file a prospectus or other disclosure document or become subject to continuing obligations in such other jurisdictions, in accordance with the provisions of this Agreement.

(c) For the purposes of this paragraph 3, the Underwriters shall be entitled to assume that the Underwritten Shares are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Final Prospectus shall have been obtained from the applicable Canadian Securities Regulators (including a receipt for the Final Prospectus issued under the Passport System) following the filing of the Final Prospectus unless otherwise notified in writing.

4. Deliveries on Filing and Related Matters.

(a) The Corporation shall deliver to each of the Underwriters:

(i) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, a "long form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Corporation from the Corporation's Auditors with respect to financial and accounting information relating to the Corporation contained in the Final Prospectus, which letter shall be based on a review by the Corporation's Auditors within a cut-off date of not more than two Business Days prior to the date of the letter, which letter shall be in addition to any auditors' consent letter or comfort letter addressed to the Canadian Securities Regulators;

(ii) as soon as practicable after the Preliminary Prospectus, Final Prospectus and any Supplementary Material are prepared, the U.S. Preliminary Memorandum and the U.S. Memorandum, as applicable, incorporating the Preliminary Prospectus, the Final Prospectus or any Supplementary Material, as the case may be, prepared for use in connection with the offering for sale of the Underwritten Shares in the United States, and, forthwith after preparation, any amendment to the U.S. Memorandum. Each of the U.S. Preliminary Memorandum and the U.S. Memorandum shall contain as an exhibit a "U.S. QIB Letter" to be delivered by the Underwriters or U.S. Affiliates, as applicable, and completed by the Qualified Institutional Buyers, that set forth the terms and conditions of their potential purchase and the restrictions on the offer, sale, pledge, hypothecation or other transfer and other important terms with respect to their possible purchase of Underwritten Shares;

(iii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading on the TSX of the Underwritten Shares has been approved for listing subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the TSX (the "**Standard Listing Conditions**");

(iv) confirmatory documentation indicating that no formal or informal approval is required from the BSE pursuant to section 1.7 of the BSE Equity Listing Requirements, Version 3.4 (the "**BSE Requirements**"); and

(v) confirmatory document(s) indicating that the application for the listing of the Underwritten Shares has been duly submitted to Nasdaq Stockholm.

(b) During the distribution of the Underwritten Shares:

(i) the Corporation and the Lead Underwriter, on behalf of the Underwriters, shall approve in writing a template version of any Marketing Materials reasonably requested to be provided by the Underwriters to any potential investor of Underwritten Shares, such Marketing Materials to comply with Securities Laws in the Qualifying Jurisdictions. The Corporation shall file a template version of such Marketing Materials with the Canadian Securities Regulators as soon as reasonably practicable after such Marketing Materials are so approved in writing by the Corporation and the Lead Underwriter, on behalf of the Underwriters, and in any event on or before the day the Marketing Materials are first provided to any potential investor of Underwritten Shares, and such filing shall constitute the Underwriters' authority to use such Marketing Materials in connection with the Offering. Any comparables shall be redacted from the template version in accordance with NI 44-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the Canadian Securities Regulators by the Corporation. The Corporation shall prepare and file with the Commissions a revised template version of any Marketing Materials provided to potential investors of Underwritten Shares where required under Securities Laws in the Qualifying Jurisdictions;

(ii) the Corporation, and the Underwriters, on a several basis (and not joint, nor joint and several), covenant and agree:

(A) not to provide any potential investor of Underwritten Shares with any Marketing Materials unless a template version of such Marketing Materials has been filed by the Corporation with the Canadian Securities Regulators on or before the day such Marketing Materials are first provided to any potential investor of Underwritten Shares; and

(B) not to provide any potential investor with any materials or information in relation to the distribution of the Underwritten Shares or the Corporation other than: (a) such Marketing Materials that have been approved and filed in accordance with this subsection 4(b); (b) the Preliminary Prospectus and the Final Prospectus; and (c) any Standard Term Sheets approved in writing by the Corporation and the Lead Underwriter, on behalf of the Underwriters.

(c) The Corporation shall also prepare and deliver promptly to the Underwriters signed copies of all Supplementary Material required to be filed by the Corporation in compliance with the Securities Laws in the Qualifying Jurisdictions.

(d) Delivery of the Preliminary Prospectus, the Final Prospectus, any Supplementary Material and the U.S. Memorandum by the Corporation shall constitute the representation and warranty of the Corporation to the Underwriters that, as at their respective dates of filing, with respect to the Preliminary Prospectus, the Final Prospectus, any Supplementary Material or the date of the U.S. Memorandum:

(i) all information and statements (except information and statements relating solely to the Underwriters and provided by the Underwriters in writing) contained in the Preliminary Prospectus, the Final Prospectus, any Supplementary Material and the U.S. Memorandum, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Underwritten Shares;

(ii) no material fact or information has been omitted therefrom (except facts or information relating solely to the Underwriters) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and

(iii) except with respect to any information relating solely to the Underwriters and provided by the Underwriters in writing, such documents comply in all material respects with the requirements of the Securities Laws.

Such deliveries shall also constitute the Corporation’s consent to the Underwriters’ use of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material in connection with the distribution of the Underwritten Shares in the Qualifying Jurisdictions and the use of the U.S. Memorandum in connection with the offer and sale of the Underwritten Shares, on a private placement basis, in the United States in compliance with this Agreement (including Schedule “A” hereto) and the U.S. Securities Act, unless otherwise advised in writing.

(e) Any offer to the public of Underwritten Shares in any EEA Member State may only be addressed to and be directed at persons in such Member State who are "qualified investors" within the meaning of Article 2(e) of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the “**Prospectus Regulation**”) or in any other circumstances falling within Article 1(4) of the Prospectus Regulation; provided that no such offer shall result in a requirement for the publication by the Company or any Underwriter of a prospectus pursuant to the European Prospectus Rules or of a supplement to a prospectus pursuant to the European Prospectus Rules. For the purposes of this paragraph, "offer to the public" means any communication to persons in any form and by any means, presenting sufficient information on the terms of the offer and the securities to be offered, so as to enable an investor to decide to purchase or subscribe for those securities. This definition also applies to the placing of securities through financial intermediaries. Any Offering in Sweden shall be made on a private placement basis pursuant to exemptions from the European Prospectus Rules and shall be addressed solely to qualified investors (as defined in the European

Prospectus Rules) and investors who subscribe for a minimum of a sum equivalent to not less than EUR 100,000 per investor, for each separate offer. The Company may, at its sole discretion, allocate new shares for an amount below EUR 100,000 to the extent applicable exemptions from the European Prospectus Rules are available.

(f) The Corporation shall cause commercial copies of the Preliminary Prospectus, the Final Prospectus, any Supplementary Material, the U.S. Preliminary Memorandum and the U.S. Memorandum to be delivered to the Underwriters without charge, in such numbers and in such cities as the Underwriters may reasonably request by written instructions to the Corporation's financial printer of the Preliminary Prospectus, the Final Prospectus, any Supplementary Material and the U.S. Memorandum given forthwith after the Underwriters have been advised that the Corporation has complied with the Securities Laws in the Qualifying Jurisdictions. Such delivery shall be effected as soon as possible and, in any event, on or before the date which is two Business Days after the Canadian Securities Regulators have issued a receipt for the Preliminary Prospectus and the Final Prospectus, as the case may be, and on or before the date which is two Business Days after the Canadian Securities Regulators issue receipts for or accept for filing, as the case may be, any Supplementary Material.

(g) In connection with filing the Preliminary Prospectus and the Final Prospectus,

(i) the Corporation will cause its counsel, Blake, Cassels & Graydon LLP, to deliver an opinion, dated the date of the Preliminary Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters, to the effect that the French language version of the Preliminary Prospectus, but excluding the Financial Material, is, in all material respects, a complete and accurate translation of the English language version thereof; and

(ii) the Corporation will cause its counsel, Blake, Cassels & Graydon LLP, to deliver an opinion, dated the date of the Final Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters, to the effect that the French language version of the Final Prospectus, including the Documents Incorporated by Reference, but excluding the Financial Material, is, in all material respects, a complete and accurate translation of the English language version thereof; and

(iii) the Corporation will cause the Corporation's Auditors to deliver an opinion, dated the date of the Preliminary Prospectus and the Final Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters, to the effect that the French language version of the Financial Material is, in all material respects, a complete and accurate translation of the English language version thereof.

5. **Material Changes**.

(a) During the period prior to the Underwriters notifying the Corporation of the completion of the distribution of the Underwritten Shares, the Corporation shall promptly inform the Underwriters (and if requested by the Underwriters, confirm such notification in writing) of the full particulars of:

(i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations or capital of the Corporation and the Subsidiaries taken as a whole;

(ii) any material fact which has arisen or has been discovered and would have been required to have been stated in the Preliminary Prospectus or the Final Prospectus had the fact arisen or been discovered on, or prior to, the date of such documents; and

(iii) any change in any material fact contained in the Preliminary Prospectus, the Final Prospectus, any Supplementary Material or the U.S. Memorandum (collectively, the "**Offering Documents**") or whether any event or state of facts has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Final Prospectus, U.S. Memorandum or Supplementary Material, or which would result in the Final Prospectus, U.S. Memorandum or Supplementary Material not complying (to the extent that such compliance is required) with Securities Laws.

(b) The Corporation will comply with Part 6 of NI 41-101 and with the comparable provisions of the other Securities Laws in the Qualifying Jurisdictions, and the Corporation will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Underwritten Shares for distribution in each of the Qualifying Jurisdictions.

(c) In addition to the provisions of subsections 5(a) and 5(b) hereof, the Corporation shall in good faith discuss with the Underwriters any change, event or fact contemplated in subsections 5(a) and 5(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriters under subsection 5(a) hereof and shall consult with the Underwriters with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Underwriters and their counsel, acting reasonably and without undue delay.

(d) If during the period of distribution of the Underwritten Shares there shall be any change in Securities Laws in the Qualifying Jurisdictions which, in the opinion of the Underwriters, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Underwriters, the Corporation shall, to the satisfaction of the Underwriters, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.

6. Covenants of the Corporation. The Corporation hereby covenants to the Underwriters that the Corporation:

(a) will file the Final Prospectus and other documents required under the applicable Securities Laws with the Securities Regulators on or before July 12, 2021, or such earlier or later date as agreed to by the Corporation and the Underwriters, in writing, and obtain a receipt therefor;

(b) will advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, the Final Prospectus and any Supplementary Material has been filed and receipts therefor have been obtained pursuant to the Passport System and will provide evidence reasonably satisfactory to the Underwriters of each such filing and copies of such receipts;

(c) will advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of:

(i) the issuance by any Canadian Securities Regulators of any order suspending or preventing the use of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material;

(ii) the institution, threatening or contemplation of any proceeding for any such purposes;

(iii) any order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation (including the Underwritten Shares) that has been issued by any Securities Regulator or any proceeding that has been instituted, threatened or contemplated for any such purposes; or

(iv) any requests made by any Canadian Securities Regulators for amending or supplementing the Preliminary Prospectus or the Final Prospectus or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in (i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

(d) from and including the date of this Agreement through to and including the Option Closing Time, do all such acts and things necessary to ensure that the representations and warranties of the Corporation contained in this Agreement or any certificates or documents delivered by the Corporation pursuant to this Agreement remain materially true and correct and not do any such act or thing that would render any representation or warranty of the Corporation contained in this Agreement or any certificates or documents delivered by it pursuant to this Agreement materially untrue or incorrect;

(e) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation’s board of directors determines is in the best interest of the Corporation and following which the Corporation is not a “reporting issuer”, will use its commercially reasonable efforts to maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of the Securities Laws of each of the Qualifying Jurisdictions to the date which is 12 months following the Closing Date;

(f) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation’s board of directors determines is in the best interest of the Corporation and following which the Corporation is not listed on the TSX, the Corporation will use its commercially reasonable efforts to maintain the listing of the Common Shares on the TSX or such other recognized stock exchange or quotation system as the Lead Underwriter, on behalf of the Underwriters, may approve, acting reasonably, to the date that is 12 months following the Closing Date so long as the Corporation meets the minimum listing requirements of the TSX or such other exchange or quotation system;

(g) during the distribution of the Underwritten Shares, the Corporation will consult with the Underwriters and promptly provide to the Underwriters drafts of any press releases of the Corporation for review by the Underwriters and the Underwriters' counsel prior to issuance, provided that any such review will be completed in a timely manner; and

(h) will use the net proceeds of the offering of Underwritten Shares contemplated herein in the manner and subject to the qualifications described in the Prospectus under the heading “Use of Proceeds”.

7. **Representations and Warranties of the Corporation.** The Corporation represents and warrants to the Underwriters that each of the following representations and warranties is true and correct on the date of this Agreement:

(a) Incorporation and Organization: Each of the Corporation and the Subsidiaries has been incorporated or formed, as the case may be, is organized and is a valid and subsisting corporation or partnership, as the case may be, under the laws of its jurisdiction of existence and has all requisite corporate power and capacity to carry on its business as now conducted or proposed to be conducted and to own or lease and operate the property and assets thereof.

(b) Extra-provincial Registration: Each of the Corporation and the Subsidiaries is licensed, registered or qualified as an extra-provincial, foreign corporation or an extra-provincial partnership, as the case may be, in all jurisdictions where the character of the property or assets thereof owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and is carrying on the business thereof in material compliance with all applicable laws, rules and regulations of each such jurisdiction.

(c) Authorized Capital: The Corporation is authorized to issue an unlimited number of Common Shares of which, as of June 30, 2021, 397,125,340 Common Shares were issued and outstanding as fully paid and non-assessable shares.

(d) Subsidiaries: The Subsidiaries are the only subsidiaries of the Corporation. The Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company that holds any assets or conducts any operations other than the Subsidiaries and the Corporation beneficially owns, directly or indirectly, the percentage indicated on Schedule “C” hereto of the issued and outstanding shares in the capital of the Subsidiaries which are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, other than encumbrances permitted and granted under the Working Capital Facility and expected to be permitted and granted pursuant to the facilities contemplated by the Project Financing Mandate, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Corporation of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of any of the Subsidiaries or any other security convertible into or exchangeable for any such shares.

(e) Listing: The Common Shares are listed and posted for trading on the TSX and the BSE and are listed on Nasdaq Stockholm and the Corporation concurrently with the execution of this Agreement is making application so that at the time of issue, the Underwritten Shares and Over-Allotment Shares will have been conditionally approved for listing on the TSX, subject only to the Standard Listing Conditions, and the Corporation will have made the requisite application for listing of the Underwritten Shares and Over-Allotment Shares with Nasdaq Stockholm in due time before the issue of the Underwritten Shares and the Over-Allotment Shares.

(f) Certain Securities Law Matters: The Common Shares are listed on the TSX, the BSE and Nasdaq Stockholm and the Corporation (prior to filing the Final Prospectus) is a reporting issuer or the equivalent only in the Reporting Provinces and is not in default of any material requirement of the Securities Laws of any of such provinces. The Corporation is not in default of any material requirement of the Securities Laws in Sweden. The Corporation is not in default of any material requirement of the TSX, Nasdaq Stockholm or the BSE Requirements. The Corporation is not required to file reports with the SEC pursuant to Section 13(a) or Section 15(d) of the U.S. Exchange Act.

(g) Rights to Acquire Securities: Other than as disclosed in Schedule “B” hereto, no person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued common shares or other securities of the Corporation.

(h) No Pre-emptive Rights or Voting Agreements: The issue of the Underwritten Shares will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation or to which the Corporation is subject. To the knowledge of the Corporation, no agreement is in force or effect which in any manner affects the voting or control of any of the securities of the Corporation or the Subsidiaries;

(i) Transfer Agent: Computershare Investor Services Inc. has been appointed by the Corporation as the registrar and transfer agent for the Common Shares.

(j) Issue of Offered Securities: All necessary corporate action has been taken, or will be taken before Closing, to authorize the issue and sale of, and the delivery of certificates representing, the Underwritten Shares and, upon payment of the requisite consideration therefor, the Underwritten Shares will be validly issued as fully paid and non-assessable Common Shares of the Corporation.

(k) Consents, Approvals and Conflicts: None of the offering and sale of the Underwritten Shares, the execution and delivery of this Agreement or the Prospectus, the compliance by the Corporation with the provisions of this Agreement or the consummation of the transactions contemplated herein and in the Prospectus including, without limitation, the issue of the Underwritten Shares upon the terms and conditions as set forth herein, do or will (i) subject to compliance by the Underwriters with the provisions of this Agreement, require the consent, approval, authorization, order or agreement of, or registration or qualification with, any Governmental Authority, body or authority, court, stock exchange, securities regulatory authority, party to any Material Agreement or other person, except (A) such as have been, or will by the Closing Date be, obtained, (B) such as may be required under Securities Laws or (C) such as may be required under the policies of the TSX, the BSE and Nasdaq Stockholm and will be obtained by the Closing Date, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any Material Agreement to which the Corporation or any Subsidiary is a party or by which any of them or any of the properties or assets thereof is bound, or the articles or by-laws or any other constating document of the Corporation or any Subsidiary or any resolution passed by the directors (or any committee thereof) or shareholders of the Corporation or any Subsidiary, or any statute or any judgment, decree, order, rule, policy or regulation of any court, Governmental Authority, arbitrator, stock exchange or securities regulatory authority applicable to the Corporation or any Subsidiary or any of the properties or assets thereof.

(l) Authority and Authorization: The Corporation has all requisite corporate power and capacity to enter into this Agreement and to do all acts and things and execute and deliver all documents as are required hereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and the Corporation has taken, or will have taken before Closing, all necessary corporate action to authorize the execution and delivery of, and performance of its obligations under, this Agreement and to observe and perform its obligations under this Agreement in accordance with the provisions hereof including, without limitation, the issue of the Underwritten Shares upon the terms and conditions set forth herein.

(m) No Material Adverse Change: Subsequent to December 31, 2020, there has not been any Material Adverse Change and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Change.

(n) No Material Change: There is not presently any material change or change in any material fact relating to the Corporation or the Subsidiaries which has not been fully disclosed to the public.

(o) Annual Information Form: The Corporation is an Eligible Issuer and has filed the required notice set forth in section 2.8 of NI 44-101. The Corporation’s annual information form dated March 30, 2021 is in the form required by Form 51-102F2 as prescribed by NI 51-102 and does not contain any misrepresentation.

(p) Prospectus: The Prospectus, when filed, will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to prevent a statement that is made from being false or misleading in the circumstances in which it is made and, together with all of the information incorporated by reference in the Prospectus, will constitute full, true and plain disclosure of all material facts relating to the Corporation and the securities to be issued pursuant to the Offering and comply with Securities Laws.

(q) Forward-Looking Information: With respect to forward looking statements in the Prospectus and the Technical Report, subject to the assumptions and risk factors disclosed in the Disclosure Documents and Technical Report, respectively, the Corporation has no reason to believe that the actual results forecasted or projected by such statements (including the projected capital and operating costs and projected production and operating results relating to the Property in the Technical Report) will not be achieved in materially the manner disclosed therein and the Corporation does not expect to modify such forward-looking statements in any materially adverse manner during the period of distribution of the Underwritten Shares.

(r) Eligibility for Investment: The Underwritten Shares will, on the Closing Date, be qualified investments under the *Income Tax Act* (Canada) (the "**ITA**") and the regulations thereunder, as in effect on the date hereof, as disclosed in the Prospectus.

(s) Validity and Enforceability: This Agreement has been authorized, executed and delivered by the Corporation and constitutes a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with the terms hereof, except in any case as enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.

(t) Public Disclosure: The Corporation is in compliance in all material respects with all its disclosure obligations under the Securities Laws of the Reporting Provinces (including, without limitation, all of its disclosure obligations pursuant to NI 51-102 and pursuant to National Instrument 58-101 – *Disclosure of Corporate Governance Practices* of the Canadian Securities Administrators). Each of the Disclosure Documents is, as of the date thereof, in compliance in all material respects with the Securities Laws of the Reporting Provinces and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and such documents collectively constitute full, true and plain disclosure of all material facts relating to the Corporation and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date thereof. The Corporation has not filed any confidential material change reports which remain confidential as at the date hereof. There is no fact known to the Corporation which the Corporation has not publicly disclosed which results, or may reasonably be expected to result, in a Material Adverse Effect or materially adversely affect the ability of the Corporation to perform its obligations under this Agreement.

(u) Material Agreements: With respect to the Material Agreements: (i) all of the Material Agreements have been disclosed in the Prospectus; (ii) all of the Material Agreements are valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof; (iii) the Corporation and the Subsidiaries have performed all material obligations (including payment obligations) in a timely manner under, and are in compliance with all terms, conditions and covenants contained in each Material Agreement that could have a material impact on the Corporation or its Subsidiaries; and (iv) to the knowledge of the Corporation, no other party is in breach, violation or default of any term under any Material Agreement. The Corporation has filed all Material Agreements on SEDAR pursuant to Canadian Securities Laws that are required to be filed by the Corporation as "material contracts" pursuant to Section 12.2 of NI 51-102.

(v) No Cease Trade Order: No order preventing, ceasing or suspending trading in any securities of the Corporation or prohibiting the issue and sale of securities by the Corporation is issued and outstanding and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Corporation, are pending, contemplated or threatened.

(w) Accounting Controls: The Corporation and the Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance: (i) that transactions are completed in accordance with the general or a specific authorization of management or the directors of the Corporation; (ii) that transactions are recorded as necessary to permit the preparation of consolidated financial statements for the Corporation in conformity with International Financial Reporting Standards and to maintain asset accountability; (iii) that access to assets of the Corporation and the Subsidiaries is permitted only in accordance with the general or a specific authorization of management or the directors of the Corporation; (iv) that the recorded accountability for assets of the Corporation and the Subsidiaries is compared with the existing assets of the Corporation and the Subsidiaries at reasonable intervals and appropriate action is taken with respect to any differences therein; and (v) regarding the prevention or timely detection of unauthorized acquisition, use or disposition of the Corporation's assets that could have a material effect on its financial statements or interim financial statements. The Corporation maintains disclosure controls and procedures and internal control over financial reporting on a consolidated basis as those terms are defined in NI 52-109. Since the end of the Corporation's most recent audited fiscal year, the Corporation is not aware of any material weakness in the Corporation's internal control over financial reporting (whether or not remediated) or change in the Corporation's internal control over financial reporting that has materially affected or is reasonably likely to materially affect the Corporation's internal control over financial reporting.

(x) Financial Statements: The Financial Statements and all notes thereto (i) comply as to form in all material respects with the requirements of the applicable Securities Laws of the Reporting Provinces, (ii) present fairly, in all material respects, the financial position, the results of operations and cash flows and the shareholders' equity and other information purported to be shown therein at the respective dates and for the respective periods to which they apply, (iii) have been prepared in conformity with International Financial Reporting Standards, consistently applied throughout the period covered thereby, and all adjustments necessary for a fair presentation of the results for such periods have been made in all material respects, and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation which are deemed material individually or in the aggregate, and, except as disclosed in the Disclosure Documents, there has been no change in accounting policies or practices of the Corporation since March 31, 2021.

(y) Auditors: The Corporation's Auditors who audited the Annual Financial Statements and who provided their audit report thereon, and reviewed the Interim Financial Statements, are independent public accountants as required under applicable Securities Laws of the Reporting Provinces and there has not been a reportable event (within the meaning of NI 51-102) between the Corporation and any such auditor.

(z) Audit Committee: The audit committee of the Corporation conforms to and operates in accordance with the requirements of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators.

(aa) Changes in Financial Position: Other than as disclosed in the Prospectus, since December 31, 2020, none of:

(i) the Corporation or any Subsidiary has paid or declared any dividend (other than intercompany distributions pursuant to the Corporation's ordinary course cash management) or incurred any material capital expenditure or made any commitment therefor;

(ii) the Corporation or any Subsidiary has incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business; and

(iii) the Corporation or any Subsidiary has entered into any material transaction or made a significant acquisition or disposition.

(bb) Off-Balance Sheet Arrangements and Liabilities: There are no off-balance sheet transactions, arrangements or obligations of the Corporation or any of the Subsidiaries, whether direct, indirect, absolute, contingent or otherwise which are required to be disclosed and are not disclosed or reflected in the Disclosure Documents.

(cc) Insolvency: Neither the Corporation nor any of the Subsidiaries has committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it.

(dd) No Contemplated Changes: None of the Corporation or any Subsidiary has approved or has entered into any agreement in respect of, or has any knowledge of:

(i) the purchase of any material property or assets or any interest therein or, other than as disclosed in the Prospectus, the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation or any Subsidiary whether by asset sale, transfer of shares or otherwise; or

(ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or any Subsidiary or otherwise) of the Corporation or any Subsidiary.

(ee) Taxes and Tax Returns: The Corporation and each Subsidiary has filed in a timely manner all necessary material tax returns and notices that are due and has paid all applicable material taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and none of the Corporation or any Subsidiary is aware of any material tax deficiencies or interest or penalties accrued or accruing, or to the knowledge of the Corporation alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to have a Material Adverse Effect and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or, to the best knowledge of the Corporation, pending against the Corporation or any Subsidiary which could result in a material liability in respect of taxes, charges or levies of any Governmental Authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any Governmental Authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and the Corporation and each Subsidiary has withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation.

(ff) Compliance with Laws, Licenses and Permits: The Corporation and the Subsidiaries and, to the best of the Corporation's knowledge, the directors, officers and promoters of the Corporation and the Subsidiaries have conducted and are conducting their business in compliance in all material respects with all applicable laws, regulations and statutes (including, without limitation, all applicable federal, provincial, municipal and local environmental, antipollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body, including with respect to exploration and exploitation Permits and concessions) in the jurisdictions in which they carry on business and which would reasonably be expected to materially affect the Corporation or any of the Subsidiaries, taken as a whole; the Corporation has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would materially affect the business of the Corporation and the Subsidiaries, taken a whole, or the business or legal environment under which the Corporation or any of the Subsidiaries operates.

(gg) No Notice of Non-Compliance: No notice with respect to any of the matters referred to in subsection 7(ff), including any alleged violations by the Corporation or any

Subsidiary with respect thereto, has been received by the Corporation or any Subsidiary, and to the best of the knowledge of the Corporation, no writ, injunction, order or judgement is outstanding, and no legal proceeding under or pursuant to any environmental laws or relating to the ownership, use, maintenance or operation of the property and assets of the Corporation or any Subsidiary is in progress, pending or threatened, which could reasonably be expected to have a material adverse effect on the Corporation and the Subsidiaries, taken as a whole, and to the Corporation's knowledge there are no grounds or conditions which exist on or under any property now or previously owned, operated or leased by the Corporation or any Subsidiary on which any such legal proceeding might be commenced with any reasonable likelihood of success or with the passage of time, or the giving of notice or both, would give rise.

(hh) Agreements and Actions: None of the Corporation or any Subsidiary is in violation of any term of any constating document thereof. Neither the Corporation nor any Subsidiary is in violation of any term or provision of any Material Agreement applicable to it which would, or could reasonably be expected to, result in any Material Adverse Effect, neither the Corporation nor any Subsidiary is in default in the payment of any material obligation owed which is now due, if any, and there is no action, suit, proceeding or investigation commenced, threatened or, to the knowledge of the Corporation after due inquiry, pending which, either in any case or in the aggregate, might result in any Material Adverse Effect or which places, or could reasonably be expected to place, in question the validity or enforceability of this Agreement or any document or instrument delivered, or to be delivered, by the Corporation pursuant hereto.

(ii) Material Property and Mining Rights. The Property is the only property which the Corporation currently considers to be “material” in which the Corporation has an interest and:

(i) the Corporation and the Subsidiaries are the absolute legal and beneficial owners of and have good and marketable title to all of the material assets of the Corporation and the Subsidiaries, including the Property, the associated assets and all of Mining Rights thereof, all of which are valid and in good standing, free of mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever other than encumbrances permitted and granted under the Working Capital Facility and expected to be permitted and granted pursuant to the facilities contemplated by the Project Financing Mandate, sufficient to permit the Corporation to conduct the business of the Corporation and the Subsidiaries as currently conducted or contemplated to be conducted, and the Corporation does not know of any claim or the basis for any claim that might or could materially adversely affect the right thereof to use, transfer or otherwise exploit such Mining Rights;

(ii) the description of the Mining Rights, as disclosed in the Disclosure Documents, constitutes an accurate and complete description of all Mining Rights held (directly or through one of the Subsidiaries) by the Corporation;

(iii) no other Mining Rights are necessary for the conduct of the business of the Corporation and the Subsidiaries as currently conducted or contemplated to be conducted and the Corporation knows of no claim or basis for any claim that might or could adversely affect the right of the Corporation or the Subsidiaries to use, transfer, access or otherwise exploit such Mining Rights;

(iv) the Corporation and the Subsidiaries hold the Mining Rights under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Corporation and the Subsidiaries to access, explore and exploit the mineral deposits relating thereto as are appropriate in view of their respective rights and interests therein; all such Mining Rights have been validly located and recorded accordance with all applicable laws and are valid, in full force and effect, enforceable in accordance with their respective terms and neither the Corporation nor any Subsidiary is in default of any of the material provisions of any such documents, instruments or agreements, including failure to fulfill any payment or work obligation thereunder, nor has any such default been alleged;

(v) there are no restrictions imposed by any applicable law which materially conflict with the proposed development, operation (including, but not limited to, in respect of commercial production related mining activities), and maintenance of the Property;

(vi) neither the Corporation nor any Subsidiary has received written notice of any claims for construction liens or other liens, charges, mortgages, encumbrances, security interests or adverse claims with respect to work or services performed or materials supplied to, on or in connection with the Property other than liens or encumbrances imposed in the ordinary course of business and other than security interests permitted and granted under the Working Capital Facility and expected to be permitted and granted pursuant to the facilities contemplated by the Project Financing Mandate;

(vii) all rentals, payments and obligations (including but not limited to maintenance for the Mining Rights), royalties, overriding royalty interests, production or offtake payments, net profits, interest burdens and other payments or obligations due or payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of the Corporation or any of its Subsidiaries, including the Property, including, without limitation, the GRB Royalty, have been accurately described in the Disclosure Documents to the extent required and have been timely paid; and

(viii) all: (i) mines and mining related activities where the Corporation or any of the Subsidiaries is operator have been developed and operated (including, but not limited, in respect of commercial production related mining activities) in accordance with good mining practices and in compliance in all material respects with all applicable laws; and (ii) no mines located in or on the lands of the Corporation or any of the Subsidiaries have been abandoned.

(jj) <u>Property Agreements</u>: Any and all of the agreements and other documents and instruments pursuant to which the Corporation holds the Property (including any interest in, or right to earn an interest in, the Property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable against the Corporation and/or a Subsidiary (as applicable) in accordance with the terms thereof; neither the Corporation nor any such Subsidiary is in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged, including failure to fulfil any payment or work obligation thereunder, and the Property is in good standing under the applicable statutes and regulations of the jurisdictions in which it is situated; all material leases, licences and claims pursuant to which the Corporation or any Subsidiary derives its interests in the Property are in good standing and, to the knowledge of the Corporation, there has been no material default under any such lease, licence or claim and the Corporation is not aware of any disputes with respect thereto. The Property (and any interest in, or right to earn an interest in, the Property) is not subject to any right of first refusal or purchase or acquisition right. All interests of the Corporation and any Subsidiary in the Property and Mining Rights in the Property are fairly and accurately described in the Disclosure Documents and, except as set out in the Disclosure Documents, and there are no material restrictions on the ability of the Corporation and any such Subsidiary to use the Property or any Mining Rights, and the Corporation does not know of any claim or basis for a claim that may adversely affect such rights in any material respect.

(kk) No Property Proceedings: Neither the Corporation nor any of the Subsidiaries has received any notice of proceedings relating to the revocation or modification of any material certificate, authority, Permit or license necessary to conduct the business now owned or operated by it which, if the subject of an unfavourable decision, ruling or finding would have a Material Adverse Effect. In particular, without limiting the generality of the foregoing, neither the Corporation nor any of the Subsidiaries has received any notice of proceedings relating to the revocation or modifications of any material mining or exploration authorizations, Permits or licenses, nor have any of them received notice of the revocations or cancellation of, or any intention to revoke or cancel, any mining claims, groups of claims, exploration rights, concessions or leases where such proceedings, revocations, modifications, or cancellations, would have a Material Adverse Effect.

(ll) Possession of Permits and Authorizations: The Corporation and the Subsidiaries have all material permits, certificates, licences, approvals, consents and other authorizations (collectively, the "**Permits**") issued by the appropriate federal, provincial, regional, state, local or foreign regulatory agencies or bodies necessary to carry on the business of the Corporation and the Subsidiaries as it is currently conducted and the Corporation expects any additional Permits that are required to carry out its and the Subsidiaries' planned business activities to be obtained in the ordinary course. The Corporation and the Subsidiaries are, and will be, in compliance with the terms and conditions of all such Permits except where such non-compliance would not reasonably be expected to have a Material Adverse Effect. All of the Permits issued to date are valid and in full force and effect. Neither the Corporation nor the Subsidiaries have received any notice of proceedings relating to the revocation or modification of any such Permits or any notice advising of the refusal to grant any Permit that has been applied for or is in process of being granted.

(mm) Mining Works: All assessments or other work required to be performed in relation to the mining claims and the Mining Rights of the Corporation or any of the Subsidiaries in order to maintain its or their interests in the Property to date, if any, have been performed to date and the Corporation and each such Subsidiary has complied in all material respects with all applicable governmental laws, regulations and policies in this regard as well as with regard to legal and contractual obligations to third parties in this regard except in respect of mining claims and Mining Rights that the Corporation or any such Subsidiary intends to abandon or relinquish and except for any noncompliance which would not either individually or in the aggregate have a Material Adverse Effect; all such mining claims and Mining Rights are in good standing in all material respects as of the date of this Agreement.

(nn) Operations: To the Corporation's knowledge, all activities on the Property have been conducted in all respects in accordance with good mining exploration practices and all applicable workers' compensation and health and safety and workplace laws, regulations and policies have been duly complied with.

(oo) No Asset Impairment: The Corporation has undertaken an asset analysis in respect of the Property, including all estimates of the mineral resources and mineral reserves reported thereon and has not found any material asset impairment and does not anticipate making any write downs in respect of the Property, or any parts thereof.

(pp) Insurance: The Corporation maintains insurance against loss of, or damage to, the material assets of it and its Subsidiaries (taken as a whole) and all of the policies in respect of such insurance are in amounts and on terms that in the view of the Corporation's management are reasonable for companies of a similar size operating in the mining industry and are in good standing in all material respects and not in default in any material respect.

(qq) Royalties: Except for the GRB Royalty and the Clara SPA, neither the Corporation nor any Subsidiary has any responsibility or obligation to pay or have paid on its behalf any material commission, royalty, licence fee or similar payment to any person with respect to the material property rights of the Corporation and its Subsidiaries (taken as a whole) (including the Property).

(rr) Community Relationships, Artisanal Miners: The Corporation and the Subsidiaries maintain good relationships with the communities and persons affected by or located on the Property in all material respects, and there are no material complaints, issues, proceedings, or discussions, which are ongoing or anticipated which could have the effect of interfering, delaying or impairing the ability to explore, develop and operate the Property. There is no artisanal mining activity occurring on the Property.

(ss) Government Relationships: The Corporation and the Subsidiaries are not aware of any condition or state of fact or circumstances in respect its relationships with Governmental Authorities that would prevent the Corporation or the Subsidiaries from conducting its business and all activities in connection with the Property as currently conducted or proposed to be conducted in all material respects and there exists no actual or, to the knowledge of the Corporation, threatened termination, limitation, modification or material change in the working relationship with any Governmental Authorities.

(tt) No Expropriation: No part of the Property, Permits or Mining Rights related thereto have been taken, revoked, condemned or expropriated by any Governmental

Authority nor has any written notice or proceedings in respect thereof been given, or to the knowledge of the Corporation, been commenced, threatened or is pending, nor does the Corporation have any knowledge of the intent or proposal to give such notice or commence any such proceedings.

(uu) Preparation of Technical Report: The Corporation made available to the respective authors thereof prior to the issuance of the Technical Report, for the purpose of preparing the Technical Report all information requested, and, to the knowledge and belief of the Corporation, no such information contained any material misrepresentation as at the relevant time the relevant information was made available; except as otherwise disclosed in the Prospectus.

(vv) Content of Technical Report: To the best of the Corporation's knowledge, the Technical Report accurately and completely sets forth all material facts relating to the Property as at the date of such report; since the date of preparation of the Technical Report there has been no material change, to the best of the Corporation's knowledge, except as otherwise disclosed in the Prospectus, that would disaffirm or change any aspect of the Technical Report in any material respect.

(ww) Mineral Resources and Mineral Reserves: The mineral resource and mineral reserve information disclosed in the Disclosure Documents has been prepared in accordance with NI 43-101 and the method and the information by and upon which the estimates of mineral resources and mineral reserves were based was, at the time of delivery thereof, consistent with industry standards and complete and accurate in all material respects and there have been no Material Adverse Changes to such information since the date of the delivery or preparation thereof.

(xx) NI 43-101: The Corporation is in compliance with NI 43-101 in connection with the Property and, other than the Karowe Mine, the Corporation does not hold any interest (directly or indirectly) in a mineral property that is material to the Corporation for the purposes of NI 43-101.

(yy) Legislation: Except as disclosed in the Disclosure Documents, the Corporation is not aware of any proposed material changes to existing legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) of the Corporation or the business, affairs, operations, assets, liabilities (contingent or otherwise) of its Subsidiaries.

(zz) No Defaults: None of the Corporation or any Subsidiary is in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Corporation or any Subsidiary is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could have a Material Adverse Effect.

(aaa) Compliance with Employment Laws: The Corporation and each Subsidiary is in compliance with all laws and regulations respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where such non-compliance would not constitute an adverse material fact concerning the Corporation or any Subsidiary or result in a Material Adverse Effect, and has not and is not engaged in any unfair labour practice; there is no labour strike, dispute, slowdown, stoppage, material complaint or grievance pending or, to the best of the knowledge of the Corporation after due inquiry, threatened against the Corporation or any Subsidiary, no union representation question exists respecting the employees of the Corporation or any Subsidiary and no collective bargaining agreement is in place or currently being negotiated by the Corporation or any Subsidiary, in each case other than as set out in the Disclosure Documents; neither the Corporation nor any Subsidiary has received any notice of any unresolved matter and there are no outstanding orders under any employment or human rights legislation in any jurisdiction in which the Corporation or any Subsidiary carries on business or has employees, other than as disclosed in the Prospectus; no employee has any agreement as to the length of notice required to terminate his or her employment with the Corporation or any Subsidiary in excess of 24 months or equivalent compensation; and all benefit and pension plans of the Corporation or any Subsidiary are funded in accordance with applicable laws and no past service funding liability exists thereunder.

(bbb) Employee Plans: Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, pension, incentive or otherwise contributed to, or required to be contributed to, by the Corporation or any Subsidiary for the benefit of any current or former officer, director, employee or consultant of the Corporation has been maintained in material compliance with the terms thereof and with the requirements prescribed by any and all statutes, orders, rules, policies and regulations that are applicable to any such plan.

(ccc) Key Person Compensation: The directors, officers and key employees of the Corporation and its Subsidiaries (taken as a whole) and the compensation arrangements with respect to the Corporation's Named Executive Officers are as disclosed or consistent with the disclosure in the Disclosure Documents, and except as disclosed in the Disclosure Documents, there are no material pensions, profit sharing, group insurance or similar plans or other deferred compensation plans of any kind whatsoever affecting the Corporation or its Subsidiaries.

(ddd) Accruals: All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any such plan for any officer, director, employee or consultant of the Corporation or any Subsidiary have been accurately reflected in the books and records of the Corporation and its Subsidiaries.

(eee) Work Stoppage: There has not been, and there is not currently, any labour disruption, dispute, slowdown, blockade, stoppage, complaint or grievance outstanding, or to the Corporation's knowledge, threatened or pending, against the Corporation or any Subsidiary which is having a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect and the Corporation and its Subsidiaries have sufficient personnel with requisite skills to effectively conduct its business as currently conducted and as proposed to be conducted.

(fff) Environmental Compliance: In respect of the Property:

(i) the property, assets and operations of the Corporation and the Subsidiaries (including, without limitation, the Property) comply in all material respects with all applicable "**Environmental Laws**" (which term means and includes, without limitation, any and all applicable federal, provincial, state, municipal or local laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign, and all authorizations relating to the environment, occupational health and safety or any "**Environmental Activity**" (which term means and includes, without limitation, any past or present activity, event or circumstance in respect of a "**Contaminant**" (which term means and includes, without limitation, any pollutants, dangerous substances, liquid wastes, hazardous wastes, hazardous materials, hazardous substances or contaminants or any other matter including any of the foregoing, as defined or described as such pursuant to any Environmental Law), including, without limitation, the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater));

(ii) the Corporation and each of the Subsidiaries have obtained all material licences, Permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the "**Environmental Permits**") necessary as at the date hereof for the operation of the businesses currently carried on by the Corporation and the Subsidiaries, and the Corporation expects any additional Environmental Permits that are required to carry out the planned business activities on the Property to be obtained in the ordinary course, and each Environmental Permit is valid, subsisting and in good standing and, to the best knowledge of the Corporation, neither the Corporation nor any Subsidiary is in material default or breach of any Environmental Permit and, to the best of the knowledge of the Corporation, no proceeding is pending or threatened to revoke or limit any Environmental Permit;

(iii) none of the Corporation or any of the Subsidiaries has any knowledge of, and have not received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or which may affect, either the Corporation or any Subsidiary or any of the property, assets or operations thereof (including, without limitation, the Property), relating to, or alleging any violation of, any Environmental Laws, the Corporation is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and neither the Corporation nor any Subsidiary nor any of the property, assets or operations thereof (including, without limitation, the Property) is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority;

(iv) none of the Corporation or any of the Subsidiaries has given or filed any notice under any federal, provincial or local law with respect to any Environmental Activity, none of the Corporation or any Subsidiary has any material liability (whether contingent or otherwise) in connection with any Environmental Activity and, to the knowledge of the Corporation, no notice has been given under any federal, state, provincial or local law or of any material liability (whether contingent or otherwise) with respect to any Environmental Activity relating to or affecting the Corporation or any Subsidiary or the property, assets, business or operations thereof;

(v) except as ordinarily or customarily required by applicable Permit, no notice has been received by the Corporation or its Subsidiaries, and to the knowledge of the Corporation, no notice has been issued alleging or stating that any party is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any law including any Environmental Laws;

(vi) all mining related activities, exploration, reclamation, development and other actions and operations have been conducted by the Corporation and the Subsidiaries in all material respects in accordance with good mining, exploration and engineering practices and all applicable laws including material workers' compensation and health and safety and workplace laws, mining laws, regulations and policies;

(vii) none of the Corporation or any of the Subsidiaries stores any hazardous or toxic waste or substance on the property thereof and has not disposed of any hazardous or toxic waste, in each case in a manner contrary to any Environmental Laws, and to the best of the knowledge of the Corporation, there are no Contaminants on any of the premises at which the Corporation or any Subsidiary carries on business, in each case other than in compliance with Environmental Laws;

(viii) there are no reclamation bonds related to the Property other than as set out in the Disclosure Documents; and

(ix) none of the Corporation or any of the Subsidiaries is subject to any contingent or other material liability, claim or dispute relating to non-compliance with Environmental Law, whether related to any mining activities on the Property or otherwise.

(ggg) <u>Environmental Audits</u>: There are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation or any Subsidiary except for ongoing assessments conducted in the ordinary course.

(hhh) <u>No Litigation</u>: There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation after due inquiry, threatened against any of the property or assets of the Corporation or any Subsidiary, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which may result in a Material Adverse Effect or materially adversely affects the ability of any of the Corporation or the Subsidiaries to perform the obligations thereof and none of the Corporation or any Subsidiary is subject to any judgement, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, may result in a Material Adverse Effect or materially adversely affects the ability of the Corporation to perform its obligations under this Agreement.

(iii) Proceedings: Except as otherwise disclosed in the Disclosure Documents and the Prospectus, to the knowledge of the Corporation, none of the directors or officers of the Corporation or any of the Subsidiaries is or has ever been subject to prior regulatory, criminal or bankruptcy proceedings in Canada or elsewhere.

(jjj) Unlawful Payments: Neither the Corporation nor any of its Subsidiaries nor, to the best knowledge of the Corporation, any director, officer, agent, employee or other person associated with or acting on behalf of the Corporation or any of its Subsidiaries, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act* (Canada) or the *Foreign Corrupt Practices Act* (United States) or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(kkk) Anti-Money Laundering:

(i) Neither the Corporation nor the Subsidiaries nor to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Corporation or the Subsidiaries, or a subsidiary or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging non-compliance with any such laws;

(ii) (A) The operations of the Corporation and the Subsidiaries, and, to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of the foregoing, are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Corporation and the Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority, including but not limited to the U.S. *Foreign Corrupt Practices Act* and Canada's *Corruption of Foreign Public Officials Act* and *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (collectively, the "**Anti-Money Laundering Laws**"), (B) neither the

Corporation nor the Subsidiaries nor to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of the foregoing, has offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of the Corporation in obtaining or retaining business for or with, or directing business to, any person; or to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage, and (C) neither the Corporation nor the Subsidiaries nor to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of foregoing, has (x) conducted or initiated any review, audit, or internal investigation that concluded the Corporation or the Subsidiaries, or a subsidiary or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (y) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging non-compliance with any such laws; and

(iii) the Corporation, the Subsidiaries and, to the knowledge of the Corporation, any director, officer or employee of the Corporation or any Subsidiary has not been or is not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Corporation will not directly or indirectly use any proceeds of the distribution of the Underwritten Shares or lend, contribute or otherwise make available such proceeds to any affiliated entity, joint venture partner or other person or entity to finance any investments in, or make any payments to, any country, entity or person targeted by any of the sanctions of the United States.

(lll) Intellectual Property**:**

(i) the Corporation or its Subsidiaries either own or hold a license to use all Intellectual Property necessary to permit the Corporation and its Subsidiaries to conduct their respective businesses as currently conducted. Neither the Corporation nor any Subsidiary has received any notice, nor, to the knowledge of the Corporation is there any infringement of or conflict with asserted rights of others with respect to any Intellectual Property owned, licensed to, used, or otherwise held by the Corporation or any Subsidiary. To the knowledge of the Corporation there are no facts or circumstances that would render any Intellectual Property owned, licensed to, used, or otherwise held by the Corporation invalid or unenforceable. To the knowledge of the Corporation, there is no infringement by third parties of any Intellectual Property owned by, licensed to, used, or otherwise held by the Corporation of any Subsidiary. The use and exploitation of the Intellectual Property owned, licensed to, used, or otherwise held by the Corporation or any Subsidiary by the Corporation and its Subsidiaries does not infringe, misappropriate, or otherwise violate the rights of any third party. Neither the Corporation nor any Subsidiary has brought or threatened any action, suit, proceeding, claim or challenge against third parties for any unauthorized use, disclosure, misappropriation or infringement of any Intellectual Property owned by, licensed to, used, or otherwise held by the Corporation or any Subsidiary or for any breach of any license or agreement involving any such Intellectual Property;

(ii) the Corporation and its Subsidiaries have implemented and maintained industry best practices to protect and maintain the confidentiality of all trade secrets and other confidential or proprietary information forming part of or in relation to the Intellectual Property owned by, licensed to, used, or otherwise held by the Corporation and its Subsidiaries and none of any such trade secrets or other confidential or proprietary information has become, to the knowledge of the Corporation, part of the public domain or knowledge. To the extent that any such Intellectual Property is licensed or disclosed to any person by the Corporation or any Subsidiary, or any person has been provided access by the Corporation or any Subsidiary to any such Intellectual Property (including but not limited to any employee, officer, director, shareholder, consultant, contractor or service provider of the Corporation or any Subsidiary), the Corporation or the Subsidiary, as applicable, has entered into a valid and enforceable written agreement which contains terms and conditions prohibiting the unauthorized use, reproduction, disclosure, reverse engineering or transfer of such Intellectual Property by such person and, to the knowledge of the Corporation, there has been no breach of any such agreement. To the knowledge of the Corporation, no person has inappropriately used, reproduced, divulged or misappropriated any such confidential proprietary information or has reverse engineered or is attempting to reverse engineer any of the Intellectual Property owned by, licensed to, or otherwise held by the Corporation or any Subsidiary;

(iii) to the extent any Intellectual Property has been created in whole or in part by current or past employees, consultants, collaborators, business partners or independent contractors of or service providers to the Corporation or any Subsidiary, any and all rights therein of such persons have been irrevocably assigned in writing to the Corporation or the applicable Subsidiary and no such person has asserted any claim in respect of any moral rights in such person's contribution to such Intellectual Property or any component thereof and all such moral rights have been waived by such person in relation to such Intellectual Property;

(iv) neither the Corporation nor any Subsidiary has received any notice or claim (whether written or oral) (a) challenging the Corporation's or any Subsidiary's ownership or right to use of any Intellectual Property owned, licensed to, used, or otherwise held by the Corporation or any Subsidiary;

or (b) suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto;

(v) none of the rights of the Corporation or any Subsidiary in or to any of the Intellectual Property owned, licensed to, used, or otherwise held by the Corporation or any Subsidiary will be impaired or affected in any way by the transactions contemplated by this Agreement;

(vi) there are no material restrictions on the ability of the Corporation or any Subsidiary to use and exploit all rights in the Intellectual Property owned, licensed to, used, or otherwise held by the Corporation or any Subsidiary or that is otherwise required to be used in the ordinary course of business of the Corporation or the Subsidiary; and

(vii) all applications and registrations of the Intellectual Property owned, licensed to, used, or otherwise held by the Corporation or any Subsidiary are in good standing and are recorded in the name of the Corporation or any Subsidiary, or in the name of the parties that have licensed that Intellectual Property to the Corporation or any Subsidiary, as applicable, in the appropriate offices to preserve the rights thereto. All such registrations have been filed, prosecuted and obtained in accordance with all material legal requirements and are currently in effect and in compliance with all applicable legal requirements, except where such non-compliance would not have a Material Adverse Effect. No application or registration of Intellectual Property owned, licensed to, used, or otherwise held by the Corporation or any Subsidiary has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment cancellation, expungement or lapse would not have a Material Adverse Effect.

(mmm) Non-Arm's Length Transactions: Except as disclosed in the Prospectus, neither the Corporation nor any Subsidiary owes any amount to, nor has the Corporation or any Subsidiary provided any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of any of the Corporation or any Subsidiary or any person not dealing at “arm's length” (as such term is defined in the ITA) with any of the Corporation or any Subsidiary, except for usual employee reimbursements and compensation paid or other advances of funds in the ordinary and normal course of the business of the Corporation or any Subsidiary. Except as disclosed in the Disclosure Documents, and except usual employee or consulting arrangements made in the ordinary and normal course of business, neither the Corporation nor any Subsidiary is a party to any contract, agreement or understanding with any officer, director, employee or securityholder of any of the Corporation or any Subsidiary or any other person not dealing at arm's length (as such term is defined in the ITA) with the Corporation or a Subsidiary. Except as described in the Prospectus, no officer, director or employee of the Corporation or any Subsidiary has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation or any Subsidiary, except for claims in the ordinary and normal course of the business of the Corporation or any Subsidiary, such as for accrued vacation pay or other amounts or matters, which would not be material to the Corporation.

(nnn) Minute Books: The minute books of the Corporation and the Subsidiaries, all of which have been made available to the Underwriters or counsel to the Underwriters, are complete and accurate in all material respects, except for minutes of board meetings or resolutions of the board of directors that have not been formally approved by the board of directors or items in the minute book that are not current, but which are not material in the context of the Corporation and the Subsidiaries on a consolidated basis.

(ooo) Shareholder Approvals. There is no requirement under any agreement or applicable laws (including Canadian Securities Laws) or otherwise, for the Corporation to obtain the approval of its shareholders to complete the Offering.

(ppp) Significant Acquisitions. The Corporation has not completed any "significant acquisition" or "significant disposition", nor is it proposing any "probable acquisitions" (as such terms are used in NI 44-101) that would require the inclusion of any business acquisition report, additional financial statements or pro forma financial statements in the Offering Documents pursuant to Securities Laws in the Qualifying Jurisdictions.

(qqq) COVID-19. To the Corporation's knowledge, the Prospectus accurately discloses the material impacts of the novel coronavirus disease outbreak (the "**COVID-19 Outbreak**") on the Corporation and its Subsidiaries. The Corporation has been monitoring the COVID-19 Outbreak and the potential impact at all of its operations and has put appropriate control measures in place to minimize the risk to the wellness of all of its employees where the Corporation and the Subsidiaries operate while continuing to operate.

(rrr) Entitlement to Proceeds. Other than the Corporation and the Subsidiaries (and the Underwriter in respect of the Commission and the Underwriter's expenses), there is no person that is or will be entitled to the proceeds of the Offering under the terms of any Material Agreement, or other instrument or document (written or unwritten)

(sss) Commission: Other than the Underwriters, there is no person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement.

8. Closing Deliveries. The purchase and sale of the Underwritten Shares and, if applicable, the Over-Allotment Shares shall be completed at the Closing Time and the Option Closing Time, respectively, at the offices of Blake, Cassels & Graydon LLP in Vancouver, British Columbia, or at such other place as the Lead Underwriter and the Corporation may agree. At the Closing Time and the Option Closing Time, as the case may be, the Corporation shall duly and validly deliver to the Lead Underwriter confirmation of an electronic deposit of the Underwritten Shares with CDS Clearing and Depositary Services Inc. ("**CDS**") as directed by the Lead Underwriter, through the non-certificated inventory system of CDS or as otherwise directed by the Lead Underwriter in writing, against payment by the Underwriters to the Corporation, at the direction of the Corporation, in lawful money of Canada by wire transfer of an amount equal to the aggregate purchase price for the Underwritten Shares and/or the Over-Allotment Shares, as the case may be, being issued and sold hereunder less the Commission and all of the estimated out-of-pocket expenses of the Underwriters payable by the Corporation to the Underwriters in accordance with Section 18 hereof.

9. Underwriters' Obligation to Purchase. The obligation of the Underwriters to purchase the Underwritten Shares at the Closing Time shall be subject to the following conditions (it being understood that the Underwriters may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to its rights in respect of any other of the following terms and conditions or any other or subsequent breach or noncompliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing):

(a) all actions required to be taken by or on behalf of the Corporation will have been taken, including without limitation the passing of all requisite resolutions of directors of the Corporation to approve the Prospectus, to obtain the approval of the TSX and to validly offer, sell and distribute the Underwritten Shares, to pay the Commission and to grant the Over-Allotment Option;

(b) the Corporation will have made all necessary filings with and obtained all necessary approvals, consents and acceptances of the Canadian Securities Regulators for the Prospectus and to permit the Corporation to complete its obligations hereunder;

(c) no order ceasing or suspending trading in any securities of the Corporation, or prohibiting the trade or distribution of any of the securities of the Corporation will have been issued and no proceedings for such purpose will be threatened or, to the best of the knowledge of the Corporation, will be pending;

(d) the Underwriters not having exercised any rights of termination set forth in this Agreement;

(e) the Corporation will have, as of the Closing Time, complied with all of its material covenants and obligations contained in this Agreement;

(f) the Underwriters will have received each executed Insider Agreement;

(g) the Underwriters shall have received a favourable opinion, dated the Closing Date and subject to customary qualifications, of Blake, Cassels & Graydon LLP, the Corporation's legal counsel, and where appropriate, local counsel to the Corporation, addressed to the Underwriters as to all legal matters customarily and reasonably requested by the Underwriters relating to the Corporation and the creation, issuance and sale of the Underwritten Shares;

(h) if any of the purchasers of Underwritten Shares are in the United States, the Underwriters shall have received a favourable legal opinion, dated the Closing Date and subject to customary qualifications and assumptions, of Troutman Pepper Hamilton Sanders LLP, special United States counsel for the Corporation, addressed to the Underwriters, in form and substance satisfactory to the Underwriters, acting reasonably, to the effect that the offer and sale of Underwritten Shares to Qualified Institutional Buyers in the United States, conducted in the manner contemplated by this Agreement (including Schedule "A" hereto and any exhibits thereto) and the U.S. Memorandum (and exhibits thereto), does not require registration under the U.S. Securities Act, it being understood that such counsel may rely, to the extent appropriate in the circumstances, as to matters of fact on certificates of officers of the Corporation and others;

(i) the Underwriters shall have received a favourable legal opinion, in form substance satisfactory to the Underwriters, dated the Closing Date from local counsel to the Corporation as to the incorporation, capacity, ownership, subsistence and authorized and issued capital of the Subsidiaries, and such other legal matters reasonably requested by the Underwriters;

(j) the Underwriters shall have received an incumbency certificate dated the Closing Date including specimen signatures of the Corporation's Chief Executive Officer, the Corporation's Chief Financial Officer and any other officer of the Corporation signing this Agreement or any document delivered hereunder;

(k) the Underwriters shall have received a certificate, dated the Closing Date, of such two senior officers of the Corporation as are acceptable to the Lead Underwriter, addressed to the Underwriters to the effect that, to the best of their knowledge, information and belief, after due enquiry and without personal liability:

  (i) the representations and warranties of the Corporation in this Agreement are true and correct in all material respects as if made at and as of the Closing Time and the Corporation has performed all its covenants and obligations, and satisfied all conditions on its part to be performed or satisfied, in all material respects at or prior to the Closing Time;

  (ii) no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of the Common Shares in the Qualifying Jurisdictions or in Sweden has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and that no proceedings, investigations or enquiries for that purpose have been instituted, threatened or are pending;

  (iii) the articles and notice of articles of the Corporation delivered at Closing are full, true and correct copies, unamended, and in effect on the date thereof;

  (iv) the minutes or other records of various proceedings and actions of the Corporation's Board of Directors relating to this Agreement and the Offering are full, true and correct copies thereof and have not been modified or rescinded as of the date thereof; and

  (v) subsequent to the respective dates as at which information is given in the Prospectus, there has not been a Material Adverse Change other than as disclosed in the Prospectus or any Supplementary Material, as the case may be.

(l) the Underwriters shall have received a letter dated as of the Closing Date, in form and substance satisfactory to the Underwriters, addressed to the Underwriters and the directors of the Corporation from the Corporation's auditors confirming the continued accuracy of the comfort letter to be delivered to the Underwriters pursuant to subsection 4(a)(i) hereof with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Underwriters;

(m) the Underwritten Shares (including the Over-Allotment Shares) shall have been approved for listing on the TSX, subject only to the official notices of issuance and fulfilment of the Standard Listing Conditions;

(n) confirmatory documentation indicating that no formal or informal approval is required from the BSE pursuant to the BSE Requirements;

(o) the requisite application for listing the Underwritten Shares (including the Over-Allotment Shares) shall have been made with Nasdaq Stockholm;

(p) the Underwriters shall have received a certificate of good standing in respect of the Corporation;

(q) the Underwriters shall have received opinions dated the Closing Date from the Corporation's local counsel in Botswana in respect of the Corporation's title to the properties that comprise the Karowe Mine addressed to the Underwriters, in form and content acceptable to the Underwriters, acting reasonably;

(r) the Underwriters shall have received certificates or lists, issued under the Securities Laws of the Qualifying Jurisdictions, stating or evidencing that the Corporation is not in default under the Securities Laws of each of the Qualifying Jurisdictions; and

(s) the Underwriters shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at the date no more than one Business Day prior to the Closing Date.

10. Purchase of Over-Allotment Shares. The Underwriters' obligation to purchase the Over-Allotment Shares on the Option Closing Date (in the event that the Over-allotment Option is exercised) shall be subject to the accuracy of the representations and warranties of the Corporation contained in this Agreement as of the Option Closing Date and the performance by the Corporation of its obligations under this Agreement. The Corporation agrees to fulfill or cause to be fulfilled the following conditions (it being understood that the Underwriters may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to its rights in respect of any other of the following terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing);

(a) the Underwriters shall have received favourable legal opinions, dated the Option Closing Date and subject to customary qualifications, of Blake, Cassels & Graydon LLP, the Corporation's legal counsel and where appropriate, local counsel to the Corporation, addressed to the Underwriters in substantially the same form as the opinion(s) delivered pursuant to subsection 9(g);

(b) the Underwriters shall have received a letter dated as of the Option Closing Date, in form and substance satisfactory to the Underwriters, addressed to the Underwriters and the directors of the Corporation from the Corporation's auditors confirming the continued accuracy of the comfort letter to be delivered to the Underwriters pursuant to subsection 4(a)(i) hereof with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Option Closing Date, which changes shall be acceptable to the Underwriters;

(c) the Underwriters shall have received a certificate substantially in the form set out in subsection 9(k) dated as of the Option Closing Date; and

(d) the Underwriters shall have received such other certificates, agreements, materials or documents as they may reasonably request.

11. **Restrictions on Further Issues or Sales**. The Corporation agrees that it will not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities or other financial instruments convertible into or exchangeable for Common Shares, or enter into any agreement or arrangement under which the Corporation acquires or transfers to another, in whole or in part, any of the economic consequences of ownership of the Common Shares, other than issuances: (i) pursuant to the Concurrent Private Placement; (ii) pursuant to the exercise of the Over-Allotment Option; (iii) pursuant to the grant, exercise or conversion of stock options, share units, deferred share units and other similar issuances pursuant to any share compensation arrangement of the Corporation in place prior to the Closing Date (provided that in the case of new grants, the exercise price of such stock options or compensation arrangement will be no less than the Offering Price); or (iv) to Nemesia, pursuant to the standby undertaking to be provided by Nemesia in connection with the financing contemplated by the Project Financing Mandate, from the date hereof and continuing for a period of 90 days from the Closing Date without the prior written consent of the Lead Underwriter, such consent not to be unreasonably withheld or delayed.

12. **Lock-up Agreements.** The Corporation agrees that it will use commercially reasonable efforts to cause its directors and officers (collectively, the "**Insiders**") to deliver signed agreements (the "**Insider Agreements**"), in form and content acceptable to the Underwriters and their counsel, acting reasonably, to the Lead Underwriter at the Closing Time, pursuant to which the Insiders agree, for a period beginning on the Closing Date and ending 90 days after the Closing Date, not to, directly or indirectly, offer, sell, contract to sell, grant any option to purchase, make any short sale, lend, swap or otherwise dispose of, transfer or assign (or announce any intention to do so), any Common Shares or securities exchangeable or convertible into Common Shares, or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of Common Shares, whether such transaction is settled by the delivery of Common Shares, other securities, cash or otherwise, without the prior written consent of the Lead Underwriter, such consent not to be unreasonably withheld or delayed, other than (i) securities sold to satisfy tax obligations on the exercise of any such convertible securities or (ii) pursuant to a bona fide take-over bid, change of control or any other similar transaction made generally to all of the shareholders of the Corporation, provided that, in the event the take-over bid, change of control or similar transaction is not completed, such securities shall remain subject to the Insider Agreement.

13. **All Terms to be Conditions.** The Corporation agrees that the conditions contained in Section 9 and, if applicable, Section 1, will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Underwriters in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing.

14. **Termination Events.** Each Underwriter may terminate its obligations relating to the Underwritten Shares on or before Closing if:

(a) there shall occur any material change or any change in any material fact or a new material fact shall arise, or there should be discovered any previously undisclosed material fact required to be disclosed in the Preliminary Prospectus or the Final Prospectus or any amendment thereto in each case which, in the reasonable opinion of any Underwriter, has or would be expected to have a Material Adverse Effect on the Corporation or a material adverse effect on the market price or value of the Common Shares;

(b) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is instituted, announced or threatened or any order is issued by any federal, provincial, state, municipal, local or other Governmental Authority, domestic or foreign, any subdivision or authority of any of the foregoing or any quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above, including, without limitation, the TSX, BSE, Nasdaq Stockholm, or otherwise in respect of the Corporation (other than an inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Underwriters), which in the opinion of the Underwriters, acting reasonably, operates to prevent or materially restrict the distribution or trading of the Common Shares or, which in the reasonable opinion of the Underwriters, materially and adversely affects, or would materially and adversely affect, the market price or value of the Common Shares;

(c) any order to cease or suspend trading in the securities of the Corporation or prohibiting or restricting the distribution of any securities of the Corporation is made, or proceedings are announced, commenced or threatened for the making of any such order, by any federal, provincial, state, municipal, local or other Governmental Authority, domestic or foreign, any subdivision or authority of any of the foregoing or any quasi-governmental, self regulatory organization or private body exercising any regulatory or other authority, and such order or proceeding has not been rescinded, revoked or withdrawn;

(d) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism, public protest, plague, accident, or major financial occurrence of national or international consequence, or any change in law or regulation which, in the opinion of the Underwriter, acting reasonably, materially adversely affects or would materially adversely affect the financial markets in Canada, the United States, or Sweden, or the business, affairs or financial condition of the Corporation or the market price or value of the Common Shares;

(e) the Corporation is in breach of a material term, condition or covenant of this Agreement which breach cannot be cured by the Corporation;

(f) any representation or warranty made by the Corporation in this Agreement is false or has become false in any material manner and cannot be cured by the Corporation; or

(g) the Underwriters and the Corporation agree in writing to terminate this Agreement.

Each Underwriter shall be entitled to terminate and cancel its obligations to the Corporation hereunder in accordance with this Section 14 by written notice to that effect given to the Corporation and the other Underwriters at any time prior to the Closing.

15. Exercise of Termination Right. If this Agreement is terminated by any of the Underwriters pursuant to Section 14, there shall be no further liability to the Corporation on the part of such Underwriter or of the Corporation to such Underwriter, except in respect of any liability which may have arisen or may thereafter arise under Sections 16, 17, 18 and 21. The right of the Underwriters or any one of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Underwriter under Section 14 shall not be binding upon the other Underwriters.

16. Survival of Representations and Warranties. The representations, warranties, covenants and indemnities of the Corporation and the Underwriters contained in this Agreement will survive the Closing.

17. Indemnity. The Corporation agrees to indemnify and save harmless the Underwriters, their respective affiliates and subsidiaries and their respective directors, officers, employees, partners, agents, advisors and shareholders (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of any nature or kind, joint or several (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**"), which an Indemnified Party may incur or become subject to or otherwise involved in (in any capacity) insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly:

(a) any information or statement (except any information or statement relating solely to the Underwriters, or any of them, provided by the Underwriters to the Corporation in writing expressly for inclusion in the Prospectus or the U.S. Memorandum) contained in any of the Offering Documents being, or being alleged to be, a misrepresentation or untrue, or any omission or alleged omission to state therein any information;

(b) any breach by the Corporation of, or any default under, any representation, warranty, covenant or agreement of the Corporation in this Agreement or another document delivered pursuant to this Agreement or under Securities Laws or the failure by the Corporation to comply with its obligations under this Agreement or Securities Laws;

(c) the Corporation not complying prior to the completion of the distribution of the Underwritten Shares or the Over-Allotment Shares with any requirement of any Securities Laws or other applicable securities legislation of any jurisdiction; or

(d) any order made or inquiry, investigation or proceeding commenced or threatened by any securities regulatory authority, stock exchange or by any other competent authority or any change of law or the interpretation or administration thereof (in each case, other than relating solely to any information or statements relating to the Underwriters which has been provided by the Underwriters to the Corporation in writing specifically for inclusion in the Prospectus or the U.S. Memorandum) which prevents or restricts the trading in or the sale of the Corporation's securities or the distribution of the Underwritten Shares or the Over-Allotment Shares in any jurisdiction,

and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

This indemnity shall not be available to any Indemnified Party in relation to any losses, expenses, claims, actions, damages or liabilities incurred by the Corporation which are determined by a court of competent jurisdiction in a final judgement that has become non-appealable to have resulted primarily from the Indemnified Party's breach of this Agreement, negligence, fraud, illegal act or willful misconduct.

In the event and to the extent that a court of competent jurisdiction in a final judgement that has become non-appealable determines that an Indemnified Party was in breach of this Agreement or was negligent, fraudulent or guilty of an illegal act or willful misconduct in connection with a Claim in respect of which the Corporation has advanced funds to the Indemnified Party pursuant to this indemnity, such Indemnified Party will reimburse such funds to the Corporation and thereafter this indemnity will not apply to such Indemnified Party in respect of such Claim. The Corporation agrees to waive any right the Corporation might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

If a Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Corporation, the Indemnified Party will give the Corporation prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Corporation will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify will not relieve the Corporation of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Corporation of substantive rights or defences or such failure prejudices the defence of any action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Indemnifying Party would otherwise have under this indemnity.

No admission of liability and no settlement, compromise or termination of any Claim will be made without the Corporation's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld; provided, however, that no consent of an Indemnified Party will be required if the Corporation has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise or termination includes an unconditional release of each Indemnified Party from any liability arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party. Notwithstanding that the Corporation will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to any Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:

(a) employment of such counsel has been authorized in writing by the Corporation;

(b) the Corporation has not assumed the defence of the action within a reasonable period of time after receiving notice of the claim;

(c) the named parties to any such claim include both the Corporation and the Indemnified Party and the Indemnified Party has been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Corporation and the Indemnified Party; or

(d) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Corporation;

in which case such fees and expenses of such counsel to the Indemnified Party will be for the Corporation's account, provided that the Corporation shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Parties. The rights accorded to the Indemnified Parties hereunder will be in addition to any rights an Indemnified Party may have at common law or otherwise.

If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or is insufficient to hold them harmless, the Corporation will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation or the Corporation's shareholders on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Corporation will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by any Indemnified Parties hereunder.

The Corporation hereby constitutes the Lead Underwriter as trustee for each of the other Indemnified Parties of the Corporation's covenants under this indemnity with respect to such persons and the Lead Underwriter agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

18. Expenses and Commission. The Corporation shall pay all reasonable expenses and fees in connection with the offering of Underwritten Shares contemplated by this Agreement, including, without limitation, expenses of or incidental to the issue, sale or distribution of the Underwritten Shares and the filing of the Offering Documents and expenses of or incidental to all other matters in connection with the transaction set out in this Agreement, including, without limitation, the fees and expenses payable in connection with the distribution of the Underwritten Shares and the Over-Allotment Shares, the fees and expenses of the Corporation's counsel and of local counsel to the Corporation, the fees and expenses of the auditors and the Transfer Agent for the Common Shares, all costs incurred in connection with the preparation and printing of the Offering Documents and the fees and expenses of the Underwriters, and the fees and disbursements of the Underwriters' counsel (to a maximum of $100,000, plus taxes and disbursements), whether or not the Offering is completed. All fees and expenses incurred by the Underwriters or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Underwriters and shall be payable whether or not the Offering is completed. At the option of the Underwriters, the costs and expenses (including the Commission) may be deducted from the gross proceeds otherwise payable to the Corporation at the Closing.

19. **Advertisements.** The Corporation acknowledges that the Underwriters shall have the right, subject always to subsections 3(a) and (c) of this Agreement, at their own expense, subject to the prior consent of the Corporation, such consent not to be unreasonably withheld, to place such advertisement or advertisements relating to the sale of the Underwritten Shares contemplated herein as the Underwriters may consider desirable or appropriate and as may be permitted by applicable law. The Corporation and the Underwriters each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transactions provided for herein so as to result in any exemption from the prospectus and registration or other similar requirements under applicable Securities Laws in any of the Qualifying Jurisdictions, the United States, Sweden or any other jurisdiction in which the Underwritten Shares shall be offered and sold being unavailable in respect of the sale of the Underwritten Shares to prospective purchasers.

20. **Underwriters' Obligations.** The Underwriters' obligations under this Agreement shall be several and not joint, and the Underwriters' respective obligations and rights and benefits hereunder shall be as to the following percentages:

BMO Nesbitt Burns Inc.[1]	80%
Scotia Capital Inc.	20%

If an Underwriter (a "**Refusing Underwriter**") shall not complete the purchase and sale of the Underwritten Shares or Over-Allotment Shares (each, "**Defaulted Securities**") which such Underwriter has agreed to purchase hereunder for any reason whatsoever, the other Underwriters (the "**Continuing Underwriters**") shall be entitled, at their option, to purchase all but not less than all of the Defaulted Securities which would otherwise have been purchased by such Refusing Underwriter pro rata according to the number of Underwritten Shares or Over-Allotment Shares to have been acquired by the Continuing Underwriters hereunder or in such proportion as the Continuing Underwriters shall agree in writing. If no such arrangement has been made and the number of Defaulted Securities to be purchased by the Refusing Underwriter does not exceed 10% of the Underwritten Shares or Over-Allotment Shares, as applicable, the Continuing Underwriters will be obligated to purchase the Defaulted Securities on the terms set out in this Agreement in proportion to their obligations under this Agreement; however, the Continuing Underwriters will not be required to purchase the Defaulted Securities if the Refusing Underwriter, or any of the Continuing Underwriters exercise or have exercised its or their termination rights pursuant to Section 13 hereof. Subject to the immediately preceding sentence, if the number of Defaulted Securities is greater than 10% of the Underwritten Shares or Over-

[1] 5% work fee to BMO Nesbitt Burns Inc.

Allotment Shares, as applicable, the Continuing Underwriters will not be obligated to purchase the Defaulted Securities and, if the Continuing Underwriters do not elect to purchase the balance of the Defaulted Securities pursuant to the foregoing:

(a) the Continuing Underwriters shall not be obliged to purchase any of the Underwritten Shares or Over-Allotment Shares that any Refusing Underwriter is obligated to purchase; and

(b) the Corporation shall not be obliged to sell less than all of the Underwritten Shares or Over-Allotment Shares,

and the Corporation shall be entitled to terminate its obligations under the Agreement arising from its acceptance of this offer (without prejudice to its rights against the Refusing Underwriter hereunder), in which event there shall be no further liability on the part of the Corporation or the Continuing Underwriters, except pursuant to the provisions of Sections 16, 17, 18 and 21 hereof.

21. Compliance with United States Securities Laws.

(a) The Underwriters make the representations, warranties and covenants applicable to them in Schedule "A" hereto and agree, on behalf of themselves and their U.S. Affiliates (as such term is defined in Schedule "A" hereto), for the benefit of the Corporation and its advisors, to comply with the U.S. selling restrictions imposed by the laws of the United States and set forth in Schedule "A" and any exhibits hereto. Notwithstanding the foregoing provisions of this section, an Underwriter will not be liable to the Corporation under this section or Schedule "A" with respect to a violation by another Underwriter or its U.S. Affiliate(s) of the provisions of this section or Schedule "A" if the former Underwriter or its U.S. Affiliates, as applicable, is not itself also in violation.

(b) The Corporation makes the representations, warranties and covenants applicable to it in Schedule "A" hereto.

22. Underwriters' Authority. The Corporation shall be entitled to and shall act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by or on behalf of the Underwriters by the Lead Underwriter who shall represent the Underwriters and have authority to bind the Underwriters hereunder, except for any waiver of a material condition under Section 9 or Section 10 (if applicable), any termination notice under Section 14 or any notice of Claim or settlement of any Claim under Section 17.

23. TMX Group. The Corporation hereby acknowledges that certain of the Underwriters or their affiliates may own or control an equity interest in the TMX Group Limited (the "**TMX Group**") and may have a nominee director serving on the TMX Group's board of directors. As such, such investment dealer may be considered to have an economic interest in the listing of the securities on any exchange owned or operated by TMX Group, including the TSX, the TSX Venture Exchange and the Alpha Exchange. No person or company is required to obtain products or services from TMX Group or its affiliates as a condition of any such dealer supplying or continuing to supply a product or service.

24. **Notices.** Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) if to the Corporation, to:

502-1250 Homer Street
Vancouver, BC
V6B 2Y5
Email: Eira.Thomas@Lucaradiamond.com
Attention: Eira Thomas

with a copy (for information purposes only and not constituting notice) to:

Blake, Cassels & Graydon LLP
595 Burrard Street,
Suite 2600, Three Bentall Centre
Vancouver, British Columbia V7X 1L3
Email: susan.tomaine@blakes.com
Attention: Susan Tomaine

(b) to the Underwriters, to:

BMO Nesbitt Burns Inc.
Suite 1900 – 666 Burrard Street
Vancouver, BC V6C 3N1
Email: jamie.rogers@bmo.com
Attention: Jamie Rogers

with a copy (for information purposes only and not constituting notice) to:

Cassels Brock & Blackwell LLP
2200 – 885 West Georgia Street
Vancouver, British Columbia V6C 3E8
Email: jhansen@cassels.com
Attention: Jen Hansen

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or one hour after being emailed and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address or email address.

25. **Time of the Essence**. Time shall, in all respects, be of the essence hereof.

26. **Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada.

27. **Headings**. The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

28. **Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

29. **Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Letter Agreement. This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties hereto.

30. **Severability**. If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

31. **Governing Law.** This Agreement is governed by the law of British Columbia, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of British Columbia with respect to any dispute related to this Agreement.

32. **No Fiduciary Duty.** The Corporation hereby: (i) acknowledges and agrees that the transactions contemplated hereunder are arm's-length commercial transactions between the Corporation, on the one hand, and each of the Underwriters and any affiliate through which it may be acting, on the other; (ii) acknowledges and agrees that each of the Underwriters is acting as agent but not as fiduciary of the Corporation; (iii) acknowledges and agrees that the Corporation's engagement of each of the Underwriters in connection with the Offering and the process leading up to the Offering is as agent and not in any other capacity; (iv) acknowledges and agrees that each of the Underwriters have certain statutory obligations as registrants under Securities Laws and have certain relationships with their clients; and (v) consents to the Underwriters acting hereunder while continuing to act for their clients. To the extent that the Underwriters' statutory obligations as registrants under Securities Laws or relationships with their clients conflicts with their obligations hereunder, the Underwriters shall be entitled to fulfil their statutory obligations as registrants under Securities Laws and their duties to their clients. Nothing in this Agreement shall be interpreted to prevent the Underwriters from fulfilling their statutory obligations as registrants under Securities Laws or acting for their clients. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether any of the Underwriters has advised or is currently advising the Corporation on related or other matters). The Underwriters have not rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of an offering of the nature contemplated by this Agreement and the Corporation agrees that it will not claim that the Underwriters have rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Underwriters owe a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

33. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Underwriters and their respective successors and permitted assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of each other party.

34. **Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

35. **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

36. **Counterparts**. This Agreement may be executed in two or more counterparts and may be delivered by facsimile transmission or other means of electronic transmission, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

[*signature pages follow*]

If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Underwriters.

Yours very truly,

BMO NESBITT BURNS INC.

Per:

(signed) *"Jamie Rodgers"*

Authorized Signing Officer

SCOTIA CAPITAL INC.

Per:

(signed) *"John O'Sullivan"*

Authorized Signing Officer

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of the 30th day of June, 2021.

LUCARA DIAMOND CORP.

Per:

(signed) "*Eira Thomas*"
Eira Thomas
Authorized Signing Officer

SCHEDULE “A”

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

As used in this Schedule “A” and related exhibits, capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Underwriting Agreement to which this Schedule “A” is annexed and to which it forms a part and the following terms shall have the meanings indicated:

1. DEFINITIONS

For the purposes of this Schedule “A” the following terms will have the meanings indicated:

(a) “**Affiliate**” means an “affiliate” as defined in Rule 405 under the U.S. Securities Act;

(b) “**Directed Selling Efforts**” means “directed selling efforts” as defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule “A” and related exhibits, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Underwritten Shares and includes, without limitation, the placement of an advertisement in a publication with a general circulation in the United States that refers to the offering of the Underwritten Shares;

(c) “**Foreign Issuer**” means “foreign issuer” as that term is defined in Rule 902(e) of Regulation S;

(d) “**General Solicitation**” and “**General Advertising**” means “general solicitation” and “general advertising,” respectively, as those terms are used in Rule 502(c) of Regulation D, including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet, any broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising or in any other manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

(e) “**Offshore Transaction**” means an “offshore transaction” as that term is defined in Rule 902(h) of Regulation S;

(f) “**Qualified Institutional Buyer**” or “**QIB**” means a “qualified institutional buyer” as defined in Rule 144A;

(g) “**Regulation D**” means Regulation D promulgated by the SEC under the U.S. Securities Act;

(h) **“Regulation S”** means Regulation S promulgated by the SEC under the U.S. Securities Act;

(i) “**Rule 144A**” means Rule 144A under the U.S. Securities Act;

(j) “**Substantial U.S. Market Interest**” means “substantial U.S. market interest” as defined in Rule 902(j) of Regulation S;

(k) “**U.S. Affiliate**” means the United States duly registered broker-dealer affiliate of an Underwriter; and

(l) “**U.S. Purchaser**” means a purchaser of Underwritten Shares that is in the United States or that was offered the Underwritten Shares in the United States.

2. MATTERS RELATING TO THE CORPORATION

The Corporation represents, warrants and covenants to and with each of the Underwriters, as at the date hereof and as at the Closing Date and any Option Closing Date, that:

(a) the Corporation is, and as of the Closing Date and the Option Closing Date (if any) reasonably believes it will be, a Foreign Issuer and reasonably believes there is, and as of the Closing Date and the Option Closing Date (if any) there will be, no Substantial U.S. Market Interest in the Common Shares;

(b) none of the Corporation, its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firm, or any person acting on any of their behalf as to whom the Corporation makes no representation, warranty or covenant), has engaged or will engage in any Directed Selling Efforts with respect to the Underwritten Shares or has made or will make any offer to sell, solicitation of an offer to buy or sale of Underwritten Shares in the United States except through the Underwriters and the U.S. Affiliates in the manner provided for in Section 3 of this Schedule “A”;

(c) except with respect to offers and sales of Underwritten Shares hereunder through the Underwriters and their U.S. Affiliates, none of the Corporation, its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firm or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Underwritten Shares in the United States; or (B) any sale of Underwritten Shares unless, at the time the buy order was or will have been originated, the Subscriber is (i) outside the United States or (ii) the Corporation, its affiliates, and any person acting on any of their behalf reasonably believes that the Subscriber is outside the United States.

(d) the Corporation is not, and will not be as a result of the sale of the Underwritten Shares, an “investment company” pursuant to the provisions of the United States Investment Company Act of 1940, as amended;

(e) none of the Corporation, its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firm, or any person acting on any of their behalf, as to whom the Corporation makes no representation, warranty or covenant) has engaged or will engage in:

(i) any form of General Solicitation or General Advertising or any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with offers and sales of Underwritten Shares in the United States, or

(ii) any conduct in violation of Regulation M under the U.S. Exchange Act in connection with offers or sales of the Underwritten Shares;

(f) none of the Corporation, its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firm, or any person acting on any of their behalf as to whom the Corporation makes no representation, warranty or covenant), has taken or will take will take any action that would cause the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A or the exclusion from the registration requirements of the U.S. Securities Act provided by Rule 903 of Regulation S to be unavailable for the offer and sale of the Underwritten Shares pursuant to the Underwriting Agreement (including this Schedule “A”);

(g) the Underwritten Shares are not, and as of the Closing Time and any Option Closing Time, if applicable, the Underwritten Shares will not be, and no securities of the same class as the Underwritten Shares are or will be, listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act, quoted in an “automated inter-dealer quotation system”, as such term is used in the U.S. Exchange Act, or convertible or exchangeable at an effective conversion premium (calculated as specified in Section (a)(6) of Rule 144A) of less than ten percent for securities so listed or quoted;

(h) for so long as any of the Underwritten Shares are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and may not be resold pursuant to Rule 144(b)(1) under the U.S. Securities Act, and if the Corporation is not subject to and in compliance with the reporting requirements of Section 13 or Section 15(d) of the United States Securities Exchange Act of 1934, as amended, or exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Corporation will use reasonable efforts to provide to any holder of such securities and any prospective purchaser of such securities designated by such holder, upon the reasonable request of such holder or prospective purchaser, at or prior to the time of resale, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act (so long as the provisions of such information is required in order to permit resales of such securities pursuant to Rule 144A);

(i) the Corporation has not for a period beginning six months prior to the commencement of the offering of the Underwritten Shares sold, offered for sale or solicited any offer to buy any of its securities and the Corporation will not during the Offering and for a period ending six months following the last Closing sell, offer for sale or solicit any offer to buy any of its securities, in a manner that would be integrated with the offer and sale of the Underwritten Shares and would cause the exemption from the registration requirement of the U.S. Securities Act afforded by Rule 144A, or the exclusion from the registration requirement of the U.S. Securities Act afforded by Rule 903 of Regulation S, to become unavailable with respect to the offer and sale of the Underwritten Shares pursuant to the Agreement, including this Schedule "A";

(j) the Corporation will cooperate with the reasonable requests of the Underwriters and their counsel and use its reasonable efforts to assist the Underwriters and their counsel to satisfy exemptions from the application of any applicable "blue sky" or state securities laws of those jurisdictions designated by the Underwriters, shall continue to assist the Underwriters and their counsel to comply with any such applicable state securities law requirements and shall continue to be in compliance with such state securities laws in effect so long as required under the U.S. Securities Act or applicable state securities laws in connection with the offer and sale of the Underwritten Shares in the United States pursuant to this Schedule "A";

(k) the offer and sale of the Underwritten Shares in the United States by the Underwriters through the U.S. Affiliates is not prohibited pursuant to a court order issued pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder; and

(l) the Corporation is not obligated to register any class of securities under the U.S. Exchange Act with the SEC; and

(m) all offers and sales of the Common Shares made by the Corporation in the Concurrent Private Placement have been made in Offshore Transactions in compliance with Regulation S.

3. MATTERS RELATING TO THE UNDERWRITERS

The Underwriters, on behalf of themselves and their U.S. Affiliate(s), acknowledge that the Underwritten Shares have not been and will not be registered under the U.S. Securities Act or applicable state securities laws of the United States, and the Underwritten Shares may only be offered in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws of the United States. Accordingly, each Underwriter, on behalf of itself and its U.S. Affiliate(s), represents, warrants and covenants, severally but not jointly, nor jointly and severally, in connection with the offer of the Underwritten Shares by such Underwriter and its U.S. Affiliate(s), as at the date hereof and as at the Closing Date and any Option Closing Date, that:

(a) it has not offered and will not offer or sell any Underwritten Shares except (i) outside of the United States in Offshore Transactions, in accordance with Rule 903 of Regulation S, and (ii) to Qualified Institutional Buyers in the United States, as provided in this Schedule "A". Accordingly, except as permitted by subparagraphs (b) through (p) below, none of such Underwriter, its affiliates, including its U.S. Affiliate, or any person acting on any of their behalf, has made or will make:

(i) any offer to sell or any solicitation of an offer to buy, any Underwritten Shares in the United States;

(ii) any sale of Underwritten Shares to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or such Underwriter, its affiliates, including its U.S. Affiliate, or any person acting on any of their behalf reasonably believed that such purchaser was outside the United States; or

(iii) any Directed Selling Efforts with respect to the Underwritten Shares;

(b) none of it, its affiliates (including its U.S. Affiliate) or any person acting on any of their behalf has engaged or will engage in:

(i) any form of General Solicitation or General Advertising or any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with its offers and sales of the Underwritten Shares in the United States;

(ii) any conduct in violation of Regulation M under the U.S. Exchange Act in connection with offers and sales of the Underwritten Shares in the United States; or

(iii) any action that would cause the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A to be unavailable for offers and sales of the Underwritten Shares in the United States or the exclusion from the registration requirements of the U.S. Securities Act provided by Rule 903 of Regulation S to be unavailable for offers and sales of the Underwritten Shares outside the United States;

(c) all offers and sales of the Underwritten Shares in the United States have been or will be effected through its U.S. Affiliate, which on the dates of all such offers and subsequent sales was and will be duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable state securities laws of the United States (except where exempted from the respective state's broker-dealer registration requirements) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc., in accordance with all applicable United States federal and state securities laws (including applicable broker-dealer laws); and its U.S. Affiliate(s) that purchases Underwritten Shares is and will be a Qualified Institutional Buyer on the date hereof and at the Closing Date and any Option Closing Date;

(d) it agrees to deliver, through its U.S. Affiliate (as applicable):

(i) a copy of the U.S. Preliminary Memorandum and/or the U.S. Memorandum (if then available) to each offeree of Underwritten Shares solicited by it that is in the United States (and no other written material will be used in connection with the offer or sale); and

(ii) prior to the time of sale by the Underwriter and its U.S. Affiliate, a copy of the U.S. Memorandum to each U.S. Purchaser of Underwritten Shares;

(e) all U.S. Purchasers of the Underwritten Shares purchasing pursuant to Rule 144A shall purchase such Underwritten Shares from the Underwriter or its U.S. Affiliate acting as principal;

(f) any offer, sale or solicitation of an offer to buy Underwritten Shares that has been or will be made in the United States was or will be made only to a person it reasonably believes to be a Qualified Institutional Buyer (i) for its own account or (ii) for the account of a Qualified Institutional Buyer with respect to which it exercises sole investment discretion in a transaction that is exempt from registration under the U.S. Securities Act pursuant to Rule 144A and in compliance with, or pursuant to an exemption from, the registration or qualification requirements of all applicable state securities laws;

(g) each offeree in the United States shall be provided with a copy of the U.S. Preliminary Memorandum and/or the U.S. Memorandum. Prior to any sale of Underwritten Shares to a U.S. Purchaser, each such U.S. Purchaser shall be provided with a copy of the U.S. Memorandum;

(h) all U.S. Purchasers of the Underwritten Shares shall be informed that such Underwritten Shares have not been and will not be registered under the U.S. Securities Act or applicable state securities laws of the United States and are being offered and sold to such U.S. Purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A and similar exemptions under applicable state securities laws of the United States;

(i) each Qualified Institutional Buyer solicited by the Underwriter or its U.S. Affiliate has been or will be informed that the Underwritten Shares are "restricted securities" as defined in Rule 144(a)(3) under the U.S. Securities Act that will not be represented by certificates that bear a U.S. restrictive legend or identified by a restricted CUSIP number, are subject to restrictions if in the future it decides to offer, sell, pledge, or otherwise transfer, directly or indirectly, any of such Underwritten Shares as set forth in the U.S. Memorandum and U.S. QIB Letter (Exhibit A to the U.S. Memorandum), and that it must implement appropriate internal controls and procedures to ensure that the transfer restrictions and any representation, warranty and covenant described in the U.S. Memorandum and the U.S. QIB Letter are adhered to notwithstanding the absence of a U.S. restrictive legend or restricted CUSIP number;

(j) at least two (2) days prior to the Closing Date and any Option Closing Date, if applicable, the Underwriter will provide the Corporation with a list of all U.S. Purchasers of the Underwritten Shares solicited by it and its U.S. Affiliate (and, for each such U.S. Purchaser, the name of the Underwriter/U.S. Affiliate associated with the sale, the number of Underwritten Shares purchased and their full address);

(k) immediately prior to soliciting offerees in the United States, and at the time of sale by the Underwriter through its U.S. Affiliate to any such persons, the Underwriter, its U.S. Affiliate and any person acting on any of their behalf will have reasonable grounds to believe and will believe that each such offeree was and is a Qualified Institutional Buyer;

(l) prior to completion of any sale of Underwritten Shares to a U.S. Purchaser and at least two (2) business days prior to the Closing Date and any Option Closing Date, if applicable, the Underwriter will cause each U.S. Purchaser solicited by it to properly complete, execute and deliver a U.S. QIB Letter (Exhibit A to the U.S. Memorandum), including any exhibits attached thereto;

(m) at least two (2) business days prior to the Closing Date and any Option Closing Date, if applicable, the Underwriter, together with its U.S. Affiliate, offering Underwritten Shares in the United States, will provide a certificate, in the form of Exhibit 1 to this Schedule “A” relating to the manner of the offer of such Underwritten Shares in the United States or it will be deemed to have represented and warranted to the Corporation that it and its U.S. Affiliate did not offer or sell such Underwritten Shares in the United States;

(n) it has not entered and will not enter into any other contractual arrangement for the offer and sale of the Underwritten Shares in the United States except with its U.S. Affiliate, any Selling Firms or with the prior written consent of the Corporation;

(o) it shall require its U.S. Affiliate and each Selling Firm to agree in writing, for the benefit of the Corporation, to comply with, and shall use commercially reasonable efforts to ensure that its U.S. Affiliate and each Selling Firm complies with, the provisions of this Schedule “A” as if such provisions applied to such party; and

(p) it and its U.S. Affiliate have not made any offers or sales of Common Shares in the Concurrent Private Placement.

4. GENERAL

The representations and warranties set forth in this Schedule “A” are made as of the date of this Agreement and as of the Closing Date and any Option Closing Date, as applicable.

EXHIBIT 1 TO SCHEDULE "A" – UNDERWRITERS' CERTIFICATE

In connection with the private placement in the United States of the Underwritten Shares of Lucara Diamond Corp. (the "**Corporation**") pursuant to the underwriting agreement dated June 30, 2021 among the Corporation and the Underwriters named therein (the "**Underwriting Agreement**"), each of the undersigned do hereby certify to the Corporation in connection with the offer of such securities by them as follows:

1. the Underwritten Shares have been offered in the United States only by the U.S. Affiliate, which is and was at the time of all offers and sales of such securities duly registered as a broker-dealer under Section 15(b) of the U.S. Exchange Act, duly registered as a broker-dealer under the laws of each state of the United States where it made any offers or sales of such securities (unless exempted from the respective state's broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc. All offers and sales of Underwritten Shares in the United States have been and will be effected by the U.S. Affiliate in accordance with all U.S. federal and state broker-dealer requirements;

2. each offeree of Underwritten Shares who is in the United States was provided with a copy of one or both of the U.S. Preliminary Memorandum or (if then available) the U.S. Memorandum, and all exhibits thereto, and each U.S. Purchaser of Underwritten Shares was provided with a copy of the U.S. Memorandum prior to its purchase of such securities, and no other written material has been used by us in connection with the offer and sale of the Underwritten Shares in the United States;

3. immediately prior to our transmitting such U.S. Preliminary Memorandum and/or U.S. Memorandum to offerees in the United States and U.S. Purchasers, we had reasonable grounds to believe and did believe that each such offeree was, and we continue to believe that each U.S. Purchaser is, a Qualified Institutional Buyer;

4. (i) no Directed Selling Efforts were engaged in and (ii) no form of General Solicitation or General Advertising was used by us in connection with the offer and sale of the Underwritten Shares nor have we offered to sell, solicited offers to buy, or sold the Underwritten Shares by any means involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

5. we have caused each U.S. Purchaser prior to any sale of the Underwritten Shares to execute and deliver a U.S. QIB Letter (Exhibit A to the U.S. Memorandum), including any exhibits attached thereto, and have delivered such properly completed and executed letters at least two (2) days prior to the Closing Date and any Option Closing Date, if applicable;

6. neither we nor any of our affiliates have taken or will take any action which would constitute a violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Underwritten Shares; and

7. the offer of the Underwritten Shares has been conducted by us in accordance with the terms of the Underwriting Agreement, including Schedule "A" thereto, and the U.S. Memorandum.

Unless otherwise defined, terms used in this certificate have the meanings given to them in the Underwriting Agreement, including Schedule "A" thereto. The Corporation and its counsel shall be entitled to rely on delivery of an electronic mail or facsimile copy of this Underwriter's Certificate and the representations and warranties contained herein, and this Underwriters' Certificate may be relied upon by counsel for the Corporation as if originally issued to such counsel. A newly executed copy of this Underwriters Certificate shall be provided in connection with any subsequent closing date, including, but not limited to, any Option Closing Date.

DATED this _____ day of________________ , 2021.

[NAME OF UNDERWRITER]	[NAME OF U.S. BROKER-DEALER AFFILIATE]
By:	By:
Name: Title	Name: Title
______________________________	______________________________

SCHEDULE "B"

OUTSTANDING RIGHTS TO SECURITIES

	Number	**Weighted average Exercise price**	**Expiry date**
Options[(1)]	6,189,000	C$1.28	Various between September 11, 2021 and February 25, 2025
Share Units[(2)]	5,386,756	N/A	N/A
Deferred Share Units[(3)]	1,065,968	N/A	N/A
Clara SPA[(4)]	Up to 13,400,000	N/A	See Note 4.

(1) Shares issuable pursuant to stock options as disclosed in the Disclosure Documents.

(2) Shares issuable pursuant to deferred share units as disclosed in the Disclosure Documents.

(3) Shares issuable pursuant to share units as disclosed in the Disclosure Documents.

(4) Shares issuable to the former shareholders of Clara pursuant to the Agreement for the Purchase of all of the Shares of Clara Diamond Solutions Corp. (the "**Clara SPA**"), specifically, up to an aggregate of 13,400,000 Shares issuable in satisfaction of the "Revenue Contingent Payments" as defined in the Clara SPA, as set out in the table in Section 1.2 of Schedule 3.2(2) of the Clara SPA.

SCHEDULE "C"

SUBSIDIARIES

Name	Jurisdiction of Formation	Beneficial Equity/ Voting Ownership
Lucara Diamond Holdings Inc. ("**Holdings**")	Mauritius	100% owned by the Corporation
Boteti Diamond Holdings Inc. ("**Boteti**")	Mauritius	100% owned by Holdings
Mothae Diamond Holdings Inc.	Mauritius	100% owned by Holdings
African Diamonds Ltd. ("**African**")	United Kingdom	100% owned by the Corporation
Lucara Management Services Limited	United Kingdom	100% owned by the Corporation
Lucara Botswana Proprietary Limited	Botswana	56.525% owned by Boteti, 38.071% owned by African, 5.404% owned by Debwat (as defined below)
Debwat Exploration Proprietary Limited ("**Debwat**")	Botswana	64.29% owned by Boteti, 10.71% owned by African and 25% owned by Wati (as defined below)
Wati Ventures Proprietary Limited ("**Wati**")	Botswana	100% owned by African
Clara Diamond Solutions GP Inc. ("**Clara GP**")	British Columbia	100% owned by the Corporation
Clara Diamond Solutions Limited Partnership	British Columbia	99.9% owned by the Corporation, 0.1% owned by Clara GP