JOINT VENTURE AGREEMENT

THIS AGREEMENT is made the 9th day of December, 2021 (the "**Execution Date**"), but is effective as of the 6th day of November, 2019 (the "**Effective Date**")

BETWEEN:

RIO TINTO EXPLORATION CANADA INC., a Canadian corporation

(hereinafter called "**RTEC**")

AND

STAR DIAMOND CORPORATION (formerly Shore Gold Inc.), a company incorporated under the laws of Canada

("**DIAM**")

RECITALS

A. Pursuant to the terms of the Option Agreement, DIAM granted by way of options to RTEC the right to acquire, and the Parties have agreed that RTEC acquired effective as of the Effective Date a 60% undivided interest in, certain mineral properties in the Province of Saskatchewan, which mineral properties are described in Schedule A and are defined in Section 1.65, with the result that RTEC then held a 60% undivided interest, and Star then held a 40% undivided interest, in such mineral properties;

B. RTEC and DIAM have agreed that effective as of the Execution Date, RTEC will receive from DIAM and be vested with an additional 15% undivided interest in and to those mineral properties, for an aggregate 75% undivided interest in and to those mineral properties, pursuant to the terms of this Agreement; and

C. RTEC and DIAM wish to participate in the exploration and evaluation, and if feasible, the development and mining of mineral resources within the Properties or any other properties acquired pursuant to the terms of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledges, the Parties hereto agree as follows:

AGREEMENT

1. DEFINITIONS AND INTERPRETATIONS

1.1 "**Accounting Procedure**" means the procedure set forth in Schedule B.

1.2 "**Acquired Rights**" is defined in Section 13.1.

1.3 "**Acquiror**" means any person or group of persons acting jointly or in concert (other than RTEC or any Affiliate of RTEC or any person acting jointly or in concert with RTEC or any Affiliate of RTEC) who makes an Acquisition Proposal.

1.4 "**Acquisition Proposal**" means any offer, proposal or inquiry, whether oral or written, from any Acquiror made after the date hereof relating to:

(a) any direct or indirect acquisition, whether in a single transaction or a series of related transactions, by the Acquiror of common shares of DIAM (including securities convertible into or exercisable or exchangeable for common shares of DIAM) representing, when taken together with the common shares of DIAM (including securities convertible into or exercisable or exchangeable for common shares of DIAM) held by the Acquiror, more than 50% of DIAM's common shares (assuming the conversion, exchange or exercise of all securities convertible into or exercisable or exchangeable for common shares of DIAM), whether by way of supported take-over bid, tender offer, exchange offer, treasury issuance, arrangement, merger, amalgamation, consolidation, share exchange, share reclassification, business combination or other transaction involving DIAM or any of its Affiliates; or

(b) any other transaction(s) involving DIAM or any of its Affiliates the result of which allows any Acquiror to direct or cause the direction of the management and policies of DIAM, directly or indirectly.

1.5 "**Affiliate**" means, with respect to any person, any other person which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such person. For the purposes of this Agreement, a person shall be deemed to "**control**" another person if such person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other person, whether through the ownership of voting securities, by contract or otherwise; and the term "**controlled**" shall have a similar meaning. In the case of RTEC, an Affiliate means any corporation wherever situated in which Rio Tinto PLC or Rio Tinto Limited owns or controls directly or indirectly more than 50% of such voting rights.

1.6 "**Agreement**" means this Agreement, including all written amendments and modifications thereof, and all schedules and exhibits, which are incorporated herein by this reference.

1.7 "**Area of Interest**" means the area described in Part 2 of Schedule A.

1.8 "**Assets**" means the Properties, Products and all other real and personal property and tangible and intangible assets now or hereafter held by the Manager for the benefit of the Participants hereunder.

1.9 "**Budget**" means a detailed estimate of all Costs to be incurred by the Participants with respect to a Program and "**Budgetary Period**" means the Budgetary Period established in a Program and Budget.

1.10 "**Business Day**" means a day which is not a Saturday or Sunday or a statutory holiday in the Province of British Columbia or Saskatchewan, Canada or in the state of Utah, United States of America.

1.11 "**Carried Interest Costs**" is defined in Section 8.10(a).

1.12 "**Carried Interest Period**" is defined in Section 8.10(a).

1.13 "**Collateral**" is defined in Section 9.6.

1.14 "**Commencement of Commercial Production**" means the first day following the occurrence of all of the following events:

(a) commercial exploitation of diamonds from the Properties or any part thereof in accordance with the Feasibility Study shall have commenced, other than pursuant to bulk sampling or any milling for the purposes of testing or milling by a pilot plant; and

(b) for a period of [***Redacted***] consecutive days, the processing rate of Kimberlite ore and recovery rate of diamonds produced from the Properties shall operate at a minimum of [***Redacted***] of the fully operational design production capacity for the mining operation set forth in the Feasibility Study, provided that [***Redacted***] days within such [***Redacted***] consecutive days may operate at less than [***Redacted***] of such fully operational design production capacity.

1.15 "**Contingency Fund**" is defined in Section 8.7.

1.16 "**Continuing Obligations**" means obligations or responsibilities that are reasonably expected to continue or arise after Operations on a particular area of the Properties have ceased or are suspended, including, but not limited to, Environmental Compliance.

1.17 "**Costs**" means all items of outlay and expense whatsoever, direct or indirect, with respect to Operations including without limitation those detailed in Sections 2.1 to 2.15 inclusive of the Accounting Procedures.

1.18 "**Cover Payment**" is defined in Section 9.5(a).

1.19 "**Deficiency Amount**" is defined in Section 8.11(d)(ii).

1.20 "**Development**" means all preparation for the removal and recovery of Products, including the construction or installation of a mill or any other improvements to be used for the mining, handling, milling, processing or other beneficiation of Products.

1.21 "**Development Program and Budget**" is defined in Section 8.3(b).

1.22 "**DIAM Carried Interest Costs**" is defined in Section 8.10(e).

1.23 "**DIAM's Elected Proportion**" is defined in Section 8.11(d).

1.24 "**DIAM Transaction Agreement**" is defined in Section 15.7.

1.25 "**Diluting Date**" is defined in Section 5.6(a).

1.26 "**Diluting Participant**" means a Participant who elects not to participate in an adopted Program and Budget to the full extent of its Participating Interest as described in Section 5.6.

1.27 "**Dispute**" is defined in Section 18.11.

1.28 "**Election Notice**" is defined in Section 11.1.

1.29 "**Environmental Compliance**" means actions performed during or after Operations to comply with the requirements of all Environmental Laws or contractual commitments related to reclamation of the Properties or other compliance with Environmental Laws.

1.30 "**Environmental Laws**" means Laws aimed at reclamation or restoration of the Properties; abatement of pollution; protection of the environment; monitoring environmental conditions; protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural or historic resources; management, storage or control of hazardous materials and substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances into the environment, and all other Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes.

1.31 "**Equity Account**" means the account established for each Participant as reflected on the books and records of the Manager.

1.32 "**Expansion Program**" means a Program and Budget for an Expansion Project, as proposed by the Manager.

1.33 "**Expansion Project**" means a Program for an increase of at least 50% in the productive capacity of a diamond mine on the Properties in addition to that which has been or is expected to be constructed in accordance with a Feasibility Study.

1.34 "**Exploration**" means all activities directed toward ascertaining the existence, location, quantity, quality or commercial value of deposits or Products. Exploration includes all activities undertaken through to the completion of a Feasibility Study, but does not include construction of milling or processing facilities or commencement of commercial mining operations on the Properties.

1.35 "**Feasibility Study**" means a feasibility study in respect of any portion of the Properties, which study satisfies each of the following criteria:

(a) it demonstrates at the time of reporting that extraction of diamonds is reasonably justified (economically mineable), as contemplated by the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (as may be amended, restated or replaced from time to time);

(b) it contemplates the construction and operation of an operation for Mining of diamonds on the Properties (other than an operation for bulk sampling or any milling for the purposes of testing or milling by a pilot plant), which operation has: (i) estimated capital costs to be incurred following a Production Decision and prior to the Commencement of Commercial Production of at least [***Redacted***], and (ii) an estimated mine life that is equal to or greater than [***Redacted***]; and

(c) it is prepared in accordance with the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (as may be amended, restated or replaced from time to time) upon the instructions of the Management Committee by the Manager or a contractor or contractors employed or retained by the Manager, based upon the Exploration and any Development work performed prior to the date of such study.

1.36 "**Fully Participating Participant**" is defined in Section 8.5.

1.37 "**Governmental Authority**" means any domestic or foreign government, whether federal, provincial, state or municipal, and any branch, department or ministry thereof, or any governmental agency, governmental authority, governmental tribunal, board or commission of any kind whatever.

1.38 "**Government Fees**" means all rentals, holding fees, location fees, maintenance payments or other payments required by any law, rule or regulation to be paid to a federal, or provincial government, in order to locate or maintain any mining leases or surface leases, claims or other tenures included in the Properties, but excluding any governmental royalties or production taxes.

1.39 "**Gross Overriding Royalty**" is defined in Section 10.1.

1.40 "**Initial Contribution**" means the initial contribution each Participant is deemed to have contributed pursuant to Section 5.1.

1.41 "**Insolvency Event**" means in respect of any person, an event where:

(a) such person suffers a Voluntary Insolvency Event, or

(b) such person suffers an Involuntary Insolvency Event and, regardless of whether such Involuntary Insolvency Event has ceased or is continuing, the Court overseeing the proceeding giving rise to the Involuntary Insolvency Event has granted substantially the relief sought by the creditor or other party that commenced such proceeding and the Court order providing such relief has not been set aside, reversed, made ineffective or otherwise discharged, as the case may be, within 60 days of such order being made.

1.42 "**Involuntary Insolvency Event**" means, in respect of any person, any creditor or other party commencing and serving on such person any proceeding against such person: (a) for the appointment of a receiver, interim receiver, receiver/manager, trustee in bankruptcy, liquidator, custodian, sequestrator or similar person over any material part of such person's property; (b) for its winding-up, restructuring, liquidation, dissolution or an assignment in

bankruptcy; or (c) seeking its reorganization, rearrangement, restructuring, or protection from creditors or other similar relief under the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors Arrangement Act* (Canada) or any similar Canadian law now or hereafter in effect or any applicable bankruptcy, insolvency or similar law of any other jurisdiction now or hereafter in effect, provided that an Involuntary Insolvency Event in respect of such person shall, for the purposes of this Agreement, be considered to have ceased and be no longer continuing if:

(a) such proceeding has been discontinued or dismissed; or

(b) the Court has granted substantially the relief sought in such proceeding but such relief has been set aside, reversed, made ineffective or otherwise discharged; or

(c) (i) 120 days have elapsed since such proceeding was commenced and served, (ii) the Court overseeing such proceeding has not granted substantially the relief sought by the creditor or other party in such proceeding, and (iii) the person has actively and in good faith taken, and continues to take, reasonable steps to have such proceeding discontinued or dismissed.

1.43 "**Joint Account**" means the account maintained in accordance with the Accounting Procedure showing the charges and credits accruing to the Participants.

1.44 "**Law**" or "**Laws**" means all applicable federal, provincial and local laws (statutory or common), rules, ordinances, treaties, regulations, judgments, decrees, and other valid governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature.

1.45 "**Management Committee**" means the committee established under Article 6.

1.46 "**Manager**" means the person appointed under Article 7 to manage Operations, or any successor Manager.

1.47 "**Match Notice**" is defined in Section 15.7(a).

1.48 "**Matching Period**" means the five Business Day period following receipt by RTEC of the Match Notice.

1.49 "**Mineral Inventory**" means all "mineral resources" and "mineral reserves", as those terms are defined in National Instrument 43-101 - Standards of Disclosure for Mineral Projects (as may be amended, restated or replaced from time to time), on the Properties, or "mineral resources" and "ore reserves", as those terms are defined in the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (as may be amended, restated or replaced from time to time), on the Properties, or all mineral resources, mineral reserves, ore reserves and/or other similar mineral inventory categories as defined under other similar mineral inventory reporting standards, on the Properties, determined pursuant to any of the foregoing reporting standards selected by the disclosing Party.

1.50 "**Mining**" means the mining, extracting, producing, handling, milling, beneficiation or other processing of Products.

1.51 "**Non-Diluting Participant**" means the Participant other than the Diluting Participant as described in Section 5.6.

1.52 "**Notices**" is defined in Section 18.1.

1.53 "**Operations**" means all activities carried out after the Effective Date on or in respect of the Properties including without limitation Exploration, Development and Mining.

1.54 "**Option Agreement**" means the agreement between RTEC, DIAM and Kensington Resources Ltd. dated as of June 22, 2017, as amended by letter agreement accepted as of July 12, 2019.

1.55 "**Other Party**" is defined in Section 15.3(a).

1.56 "**Other Tenements**" means all surface water, access and other non-mineral rights of and to any lands within the Properties including surface rights held in fee or under lease, licence, easement, right of way or other rights of any kind (and all renewals, extensions and amendments thereof or substitutions therefor) acquired by or on behalf of the Participants.

1.57 "**Participant**" and "**Participants**" means the persons or entities that from time to time have Participating Interests.

1.58 "**Participating Interest**" means an undivided beneficial interest in the Assets, and all rights and obligations arising under this Agreement, as such interest may from time to time be adjusted hereunder, expressed as a percentage. Participating Interests are calculated to four decimal places and rounded to three (e.g., 1.5119% rounded to 1.512%). If the fourth decimals are a "5" (e.g., 75.5115% and 24.4885%), the Participating Interests will be rounded up in respect of the Participating Interest of the Participant that holds more than a 50% Participating Interest (e.g., to 75.512% in the aforementioned example) and rounded down in respect of the Participating Interest of the Participant that holds less than a 50% Participating Interest (e.g., to 24.488% in the aforementioned example). The initial Participating Interests of the Participants are set forth in Section 5.3. The sum of the Participating Interests of the Participants must equal 100%.

1.59 "**Party**" means a party to this Agreement, its successors and assigns.

1.60 "**Prime Rate**" means at any particular time the annual rate of interest announced from time to time by Royal Bank of Canada, main branch, Vancouver, British Columbia as a reference rate then in effect for determining floating rates of interest on Canadian dollar loans made in Canada and as to which, from time to time, a certificate of an officer of Royal Bank of Canada is conclusive evidence.

1.61 "**Production Decision**" is defined in Section 8.3(b).

1.62 "**Production Decision Event**" is defined in Section 8.10(a).

1.63 "**Products**" means all metals, ores, minerals, concentrates and mineral resources including materials derived from the foregoing produced from the Properties under this Agreement.

1.64 "**Program**" means a description in reasonable detail of the scope, direction and nature of the Operations to be conducted and objectives to be accomplished by the Manager for a year or any other reasonable period.

1.65 "**Properties**" means the mining claims and leases described in Schedule A, together with the Other Tenements, and any Acquired Rights that become part of the Properties pursuant to Article 14, and includes any renewal thereof and any other form of successor or substitute title thereto or tenure derived therefrom.

1.66 "**Reclamation and Remediation Costs**" is defined in Section 8.7.

1.67 "**Resolution Agreement**" means the resolution agreement between RTEC, DIAM and Kensington Resources Ltd. entered into concurrently with execution of this Agreement.

1.68 "**Royalty Agreement**" means the royalty agreement in the form attached as Schedule C.

1.69 "**RTEC Carried Interest Costs**" is defined in Section 8.10(e).

1.70 "**RTEC Match Offer**" is defined in Section 15.8.

1.71 "**Selling Party**" is defined in Section 15.3.

1.72 "**Sole Funding Costs**" is defined in Section 8.9.

1.73 "**Sole Funding Period**" is defined in Section 8.9.

1.74 "**Superior Proposal**" means any *bona fide* written Acquisition Proposal from any person or group of persons acting jointly or in concert made after the Execution Date, that the board of directors of DIAM determines, in its good faith judgment, after consulting with its advisors:

(a) is reasonably capable of being completed in accordance with its terms without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the person or group of persons making such proposal;

(b) would, if completed in accordance with its terms (but without assuming away the risk of non-completion), result in a transaction which is more favourable, from a financial point of view, to the shareholders of DIAM than as compared to any RTEC Match Offer received during the Matching Period; and

(c) in respect of which any financing required to complete such Acquisition Proposal has been demonstrated, to the satisfaction of the board of directors of DIAM, to be available.

1.75 "**Transfer**" means sell, grant, transfer, assign, encumber, pledge or otherwise commit or dispose of.

1.76 "**Venture**" means the business arrangement of the Participants under this Agreement.

1.77 "**Voluntary Insolvency Event**" means, in respect of any person, an event where such person passes a resolution or commences proceedings for its winding-up, liquidation, or dissolution or an assignment in bankruptcy, or consents to the institution or filing of any petition or proceedings with respect thereto, or consents to the appointment of a receiver, interim receiver, receiver/manager, trustee in bankruptcy, liquidator, custodian, sequestrator or similar person over any material part of such person's property, or commences any proceeding seeking reorganization, rearrangement, restructuring, or similar relief or protection from creditors under the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors Arrangement Act* (Canada) or any similar Canadian law now or hereafter in effect or any applicable bankruptcy, insolvency or similar law of any other jurisdiction now or hereafter in effect.

1.78 "**$**" means Canadian dollars.

1.79 Words importing the singular number include the plural and vice versa, words importing the neuter gender includes the feminine and masculine genders and vice versa and words importing persons includes individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa, "or" is not exclusive and "including" is not limiting, whether or not non-limiting language (such as "without limitation") is used.

1.80 The inclusion of headings in this Agreement is for convenience only and does not affect the construction or interpretation of this Agreement.

1.81 Unless otherwise stated, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant to it, with all amendments thereto, and to any statute or regulations that may be passed that supplement or supersede such statute or such regulations.

1.82 The Parties intend that the language in this Agreement be construed as a whole and neither strictly for nor strictly against any of the Parties.

1.83 Attached hereto and forming part of this Agreement are the following Schedules:

Schedule A Part 1	-	Properties
Schedule A Part 2	-	Area of Interest
Schedule B	-	Accounting Procedure
Schedule C	-	Royalty Agreement
Schedule D	-	"The Way We Work"
Schedule E	-	"Business Integrity Standard"

2. REPRESENTATIONS AND WARRANTIES; TITLE TO ASSETS

2.1 Representations and Warranties. Each of the Participants represents and warrants to the other, as of the Effective Date:

(a) that it is a corporation duly organized and validly existing in the jurisdiction of its incorporation and is qualified to do business and is in good standing under the laws of the Province in which the Properties are located;

(b) that it has the legal capacity to enter into and perform this Agreement and all transactions contemplated herein and that all other actions required to authorize it to enter into and perform this Agreement have been properly taken, including without limitation all necessary corporate actions;

(c) that it will not breach any other agreement or arrangement by entering into or performing this Agreement;

(d) that this Agreement has been duly executed and delivered by it and is valid and binding upon it in accordance with its terms;

(e) that no consent or approval of any third party or Governmental Authority is required for the execution, delivery or performance of this Agreement;

(f) that it owns its Initial Contribution free and clear of all liens, charges, encumbrances, security interests and adverse claims, other than Permitted Encumbrances (as defined in the Option Agreement); and

(g) that it is solvent, able to pay its indebtedness as it matures, and has capital sufficient to carry on its business, and does not contemplate filing a proceeding in any jurisdiction for bankruptcy or insolvency.

The representations and warranties set forth above survive the execution and delivery of any documents of Transfer provided under this Agreement.

2.2 Disclosures. Each of the Participants represents and warrants to the other that it is unaware of any material facts or circumstances which have not been disclosed in this Agreement, which should be disclosed to the other Participant in order to prevent the representations in this Article 2 from being materially misleading.

2.3 Covenants. Each of the Participants shall:

(a) from time to time, give prompt Notice to the other of any Notice of default, lawsuit, proceeding, action or damages of which it becomes aware and which might affect it, the Assets or the title of any Participant to the Properties; and

(b) not, without the other's prior written consent, conduct any property acquisition, exploration, claim staking or mining operations within the Area of Interest except in accordance with Article 13.

2.4 Title. The Manager shall hold title to the Assets in trust for the Participants in proportion to their Participating Interests, as adjusted from time to time in accordance with this Agreement. The Manager shall provide, upon demand from a Participant, such documents as are reasonably required to confirm the Participating Interests of the Participants.

3. PURPOSES AND TERM

3.1 General. The Participants hereby agree, with effect from the Effective Date, to associate and participate in a joint venture for the purposes hereinafter stated and agree that all of their rights and obligations and all of the Operations on or in connection with the Properties or the Area of Interest from and after the Effective Date are subject to and governed by this Agreement.

3.2 Purposes. This Agreement is entered into, with effect from the Effective Date, for the following purposes and for no others, and serves as the exclusive means, from and after the Effective Date, by which the Participants or either of them accomplishes such purposes:

(a) to conduct Exploration of the Properties and within the Area of Interest;

(b) to evaluate the possible Development and Mining Operations on the Properties;

(c) to engage in the possible Development and Mining Operations on the Properties;

(d) to acquire additional properties within the Area of Interest; and

(e) to perform any other activity necessary, appropriate, or incidental to any of the foregoing.

3.3 Limitation. Unless the Participants otherwise agree in writing, the Operations are limited to the purposes described in Section 3.2 and the Participants do not intend that this Agreement enlarge such purposes.

3.4 Effective Date and Term. The term of this Agreement is for 20 years from the Effective Date and for so long thereafter as Products are produced from the Properties or the Participants are actively engaged in Exploration or Development of the Properties or continue to jointly own or operate any of the Assets or post-Mining reclamation Operations are being conducted, unless the Agreement is earlier terminated as herein provided.

4. RELATIONSHIP OF THE PARTICIPANTS

4.1 No Partnership. This Agreement does not make any Participant the partner of the other, and, except as otherwise herein expressly provided, does not make any Participant the agent or legal representative of the other, and does not create any fiduciary relationship between them. The Participants do not intend to create and this Agreement will not be deemed to create, any mining, commercial or other partnership. Neither Participant has authority to act for or to assume any obligation or responsibility on behalf of the other, except as otherwise expressly provided herein and the rights, duties, obligations and liabilities of the Participants are several and not joint or collective, except as provided in Section 15.2(d). Each Participant is responsible only for its obligations as herein set out and liable only for its share of the costs and expenses as provided herein, and the Participants intend that their ownership of the Assets and the rights acquired hereunder are as tenants-in-common.

4.2 Other Business Opportunities. Except as expressly provided in this Agreement, each Party may independently engage in and receive full benefits from business activities, whether or

not competitive with the Operations, without consulting the other. The doctrines of "corporate opportunity" or "business opportunity" do not apply to any other activity, venture, or operation of either Party and no Participant has any obligation to the other with respect to any opportunity to acquire any property outside the Area of Interest at any time, or within the Area of Interest after the termination of this Agreement. Unless otherwise agreed in writing, no Participant shall have any obligation to mill, beneficiate or otherwise treat any Products or any other Participant's share of Products in any facility owned or controlled by such Participant.

4.3 Taxation. All costs of Operations incurred hereunder are for the account of the Participant or Participants making or incurring the same, if more than one then in proportion to their respective Participating Interests, and each Participant on whose behalf any costs have been so incurred is entitled to claim all tax benefits, write-offs and deductions with respect thereto. Notwithstanding the foregoing, RTEC will be entitled to claim all tax benefits, write-offs, and deductions with respect all contributions made by RTEC during the Sole Funding Period pursuant to Section 8.9 and in respect of the DIAM Carried Interest Costs.

4.4 Information. Any technical, economic or geological information of any nature, including without limitation any studies, reports, mining models, assays, drill hole data, geochemical reports, recovery reports and other information concerning the Properties and the existence, location, quantity, quality or value of any minerals thereon or therein, provided to, or made available by one Party to the other under this Agreement (including information provided by the Manager to the other Participant or Participants) or prior to the Effective Date, is provided without representation or warranty and is at the sole risk of the Party receiving the same. Such information is provided "AS IS, WHERE IS" and EACH PARTY EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES CONCERNING THE SAME, AND EXPRESSLY EXCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Neither Party is obligated to provide to the other Party any information that it is contractually or legally prohibited from disclosing to such other Party or to provide any information that is proprietary or any proprietary or confidential methodologies or techniques (other than proprietary or confidential methodologies or techniques that are developed specifically on behalf of the Venture and funded jointly by the Participants), including those under license or agreement with any third person for ascertaining the existence, location, quantity, quality or value of any minerals.

5. INTERESTS OF PARTICIPANTS

5.1 Initial Contributions. Each Participant, as its Initial Contribution, is deemed to have contributed, as of the Effective Date, all its undivided right, title and interest in and to the Properties to the Venture and for purposes of this Agreement.

5.2 Value of Initial Contributions. The agreed value of the Participants' respective Initial Contributions is as follows:

RTEC [***Redacted***]

DIAM [***Redacted***]

5.3 Initial Participating Interests. The initial Participating Interests of the Participants are as follows:

RTEC 60.000%

DIAM 40.000%

5.4 Participating Interests on Execution Date. In consideration for RTEC agreeing to solely contribute to Costs during the Sole Funding Period pursuant to Section 8.9 and to solely contribute to the Carried Interest Costs during the Carried Interest Period pursuant to Section 8.10(b) and for other good and valuable consideration, as of the Execution Date, DIAM hereby absolutely and unconditionally transfers to RTEC a 15% undivided beneficial interest in and to the Assets free and clear of all Encumbrances (as that term is defined in the Option Agreement), and RTEC hereby is vested with an additional 15% undivided beneficial interest in and to the Assets for an aggregate 75% undivided beneficial interest in and to the Assets. The Parties agree that as at the Execution Date:

(a) the Participating Interests of the Participants are as follows:

RTEC 75.000%

DIAM 25.000%

(b) the agreed value of the Participants' respective Equity Accounts is as follows:

RTEC [***Redacted***]

DIAM **[*Redacted*]**

5.5 Changes in Participating Interests. The Participating Interests will change as follows:

(a) as provided in Section 5.4;

(b) as provided in Section 5.6;

(c) upon an election by a Participant pursuant to Section 8.5 or Section 8.11, as applicable, to contribute less to an adopted Program and Budget than the percentage reflected by its Participating Interest;

(d) as provided in Section 9.5, in the event of default by a Participant in making its agreed upon contribution to an adopted Program and Budget;

(e) upon the transfer by a Participant of less than all of its Participating Interest in accordance with Article 15;

(f) upon the acquisition of less than all of the Participating Interest of another Participant, however arising; or

(g) as provided in Section 5.7.

5.6 Voluntary Reduction in Participation.

(a) A Participant may elect, as provided in Section 8.5 or Section 8.11, to contribute to an adopted Program and Budget in some lesser amount than the percentage reflected by its Participating Interest, or not to contribute at all. Each Participant may elect to participate or not to participate without regard to its vote on adoption of the Program and Budget. The Participating Interest of such Diluting Participant is reduced effective as of the date the adopted Program and Budget is commenced ("**Diluting Date**").

(b) A Diluting Participant's Participating Interest is provisionally recalculated effective as of the Diluting Date according to the following formula:

$$R = \frac{REA\ (P)}{REA\ (AP)} \times 100\%$$

Where:

R	=	The recalculated Participating Interest of the Diluting Participant, expressed as a percentage.
REA (P)	=	The Diluting Participant's Equity Account balance immediately prior to the Diluting Date, as adjusted for anticipated debits and credits based on the adopted Program and Budget and the Diluting Participant's election as to contributions.
REA (AP)	=	The Equity Account balance for all Participants immediately prior to the Diluting Date, as adjusted for anticipated debits and credits based on the adopted Program and Budget and all Participants' elections as to contributions.

The Participating Interest of the Non-Diluting Participant shall be increased by any amount of the reduction in the Participating Interest of the Diluting Participant. The recalculations made under this Section 5.6(b) are provisional and subject to the final adjustments provided for under Section 5.6(c).

(c) At the end of each Budgetary Period, the provisionally recalculated Participating Interests are adjusted to reflect actual debits, credits and contributions made during that period. A Diluting Participant retains all of its rights and all of its obligations

(except as provided in Section 5.6(b) above and subject to the provisions of Section 5.7) including the right to participate in future Programs and Budgets at its recalculated Participating Interest.

(d) A Participant that reduces its Participating Interest pursuant to this Section 5.6 may redeem its position if the actual Costs are less by at least 20% than the budget as set out in the Program and Budget to which the Participant had limited its contributions; otherwise the reduction is final. The Manager shall, at least 20 days prior to the Management Committee meeting at which the next subsequent Program and Budget is to be adopted, provide to all Participants including the Diluting Participant a complete statement of Costs incurred to date and an estimate of Costs to be incurred to complete the Program and Budget to which the Diluting Participant did not contribute. If the Diluting Participant has the right to redeem its position as aforesaid, the Diluting Participant shall inform the Management Committee prior to the said meeting of its wish to do so. A Participant redeeming its Participating Interest shall pay the Costs it would have paid had it participated to the fullest extent possible in the Program and Budget, plus interest thereon from the date of any expenditure to the date of payment at an annual rate equal to the Prime Rate plus 5%. The redeeming Participant shall make such payment to the other Participant, within 30 days of receipt from the other Participant of an invoice for its share.

5.7 Conversion of Minority Interest to Royalty.

(a) If a Participant's Participating Interest is reduced to less than 10% under the provisions of Section 5.6 or Section 9.5(c), the Participant will be deemed to have withdrawn from this Agreement and relinquished its entire Participating Interest. Such relinquished Participating Interest transfers automatically to the other Participant and the provisions of Article 10 shall apply.

(b) For purposes of this Section 5.7, the determination of whether a Participant's Participating Interest has been reduced to less than 10% under the provisions of Section 5.6 are made on the basis of the provisionally recalculated Participating Interest provided for under Section 5.6(b), and the relinquishment, withdrawal and entitlements provided for in this Section 5.7 are effective as of the Diluting Date. However, if the final adjustment, provided for under Section 5.6(c) or Section 5.6(d), results in a recalculated Participating Interest of 10% or more: (i) the Diluting Participant's recalculated Participating Interest is, effective as of the last day of the Budgetary Period, automatically revested; (ii) such Participant is reinstated as a Participant, with all of the rights and obligations pertaining thereto; (iii) the royalty interest (if any) vested under the terms of Article 10 and the Royalty Agreement terminates; and (iv) the Participants shall make such reimbursements, reallocations of production, contributions and other adjustments as are necessary so that, to the extent possible, each Participant is in a position it would have been in had the adjusted recalculated Participating Interests been in effect throughout the Budgetary Period.

5.8 Continuing Liabilities upon Adjustments of Participating Interests. Any reduction or forfeiture of a Participant's Participating Interest does not relieve such Participant of its share of any liability, whether it accrues before or after such reduction or forfeiture, arising out of Operations conducted prior thereto; provided, that notwithstanding the foregoing, upon the conversion of a Participating Interest to a Gross Overriding Royalty pursuant to Section 5.7 and Article 10 the holder of such Gross Overriding Royalty shall not be obligated to pay or incur any expenses or liability related to the costs of the closure of any mine or processing facility forming part of the Assets or related to Environmental Compliance upon the closure of such mine or processing facility forming part of the Assets if the Participating Interest converted to a Gross Overriding Royalty prior to any Products produced from such mine or processed through such processing facility being sold. For purposes of the foregoing, such Participant's share of such liability shall be equal to its Participating Interest at the time such liability was incurred. The increased Participating Interest accruing to a Participant as a result of the reduction of any other Participant's Participating Interest shall be free of royalties, liens or other encumbrances arising by, through or under such other Participant, other than those existing at the time the Properties were acquired, those which are permitted pursuant to Section 7.2 or 9.6 or those to which all Participants have given their written consent. An adjustment to a Participating Interest need not be evidenced during the term of this Agreement by the execution and recording of appropriate instruments, but the Manager shall show each Participant's Participating Interest in the books of the Manager. However, any Participant, at any time upon the request of another Participant, shall execute and acknowledge instruments necessary to evidence such adjustment in form sufficient for recording in the jurisdiction where the Properties are located.

6. MANAGEMENT COMMITTEE

6.1 Organization and Composition. The Parties agree that a Management Committee shall determine overall policies, objectives, procedures, methods and actions under this Agreement. The Management Committee shall consist of four members (two members appointed by each Participant). Each Participant may appoint one or more alternates to act in the absence of a regular member. Any alternate so acting will be deemed a member. Appointments may be made or changed by a Participant from time to time by Notice to the other Participant. As of the Execution Date, the appointees of RTEC on the Management Committee shall be [***Redacted***] and [***Redacted***] (with [***Redacted***] and [***Redacted***] as their respective alternates), and the appointees of DIAM on the Management Committee shall be [***Redacted***] and [***Redacted***] (with [***Redacted***] and [***Redacted***] as their respective alternates). Any vacancy on the Management Committee will not prevent the Management Committee from meeting and conducting business provided that the notice and quorum requirements of Section 6.3 are satisfied.

6.2 Decisions. Each Participant, acting through its appointed members, has a vote on the Management Committee equal to its Participating Interest. All decisions of the Management Committee are decided by a simple majority vote of the Participating Interests such that, by way of example and for greater clarity, the vote of a Participant holding a Participating Interest greater than 50% is a simple majority vote which would be effective to make the decision of the Management Committee. The Manager shall be entitled to break all tie votes with a second or casting vote.

6.3 Meetings. The Management Committee shall hold regular meetings at least quarterly in Saskatoon, Saskatchewan, or at other mutually agreed places. The Manager shall give 30 days' Notice to the Participants of such regular meetings. Additionally, any Participant may call a special meeting upon five Business Days' Notice to the Manager and the other Participants. In case of emergency, reasonable notice of a special meeting shall suffice. With respect to a regular or special meeting of the Management Committee, there shall be a quorum if at least one member representing each Participant is present; provided, however, that in the event that a quorum is not present at any such meeting within 30 minutes after the time appointed for the commencement of the meeting, the meeting will be re-scheduled for the same time of day and at the same place five Business Days later, and the Manager will give the Participants at least three Business Days' notice thereof. A quorum will be deemed to be present at such re-scheduled meeting for all purposes under this Agreement if at least one member of the Management Committee representing any Participant is present. Each notice of a meeting must include an itemized agenda prepared by the Manager in the case of a regular meeting, or by the Participant calling the meeting in the case of a special meeting, but the Participants may consider any matter raised by the Participants at the meeting. The Manager shall prepare minutes of all meetings and shall distribute copies of such minutes to the Participants within 15 Business Days after the meeting. The Participants have 15 days from receipt of the draft minutes to approve or comment upon the draft minutes. If a Participant does not object to or comment upon the draft minutes within such period, the Participant will be deemed to have approved the minutes. The Manager shall then revise the draft minutes within 30 days, taking into account any comments received. The minutes are the official record of the decisions made by the Management Committee and are binding on the Manager and the Participants. If personnel employed in Operations are required to attend a Management Committee meeting, reasonable costs incurred in connection with such attendance are a Venture cost. The Participants shall pay for all other costs individually.

6.4 Participation by Telephone or Other Electronic Conference. The members of the Management Committee may participate in any meeting of the Management Committee by telephone or other electronic conference facilities as permit all persons participating in the meeting to communicate with each other simultaneously, and any member so participating will be considered to be present for the purposes of quorum and voting at such meeting.

6.5 Matters Requiring Approval. The Management Committee has ultimate authority to determine all management matters related to this Agreement, except as delegated to the Manager in accordance with this Agreement. The Management Committee shall provide overall direction and guidance to the Manager, who is responsible for implementing adopted Programs and Budgets and carrying out the overall objectives of this Agreement, including but not limited to, the specific duties set forth in Section 7.2.

7. MANAGER

7.1 Appointment of RTEC. RTEC is hereby appointed as the Manager with overall responsibility to manage and carry out Operations. RTEC hereby agrees to serve as Manager until it resigns as provided in Section 7.4 or the Management Committee appoints a new Manager.

7.2 Powers and Duties of Manager. Subject to the terms and provisions of this Agreement, the Manager shall have the following powers and duties delegated to it by the Management Committee, which powers and duties shall be discharged in accordance with adopted Programs and Budgets and under the overall direction and guidance of the Management Committee:

(a) The Manager shall manage, direct and control Operations.

(b) The Manager shall implement the decisions of the Management Committee and shall make all expenditures necessary to carry out adopted Programs, and shall promptly advise the Management Committee if the Manager lacks sufficient funds to carry out its responsibilities under this Agreement.

(c) The Manager shall:

(i) purchase or otherwise acquire for the Venture all material, supplies, equipment, water, utility and transportation services required for Operations, such purchases and acquisitions to be made on the best terms available, taking into account all of the circumstances,

(ii) obtain such customary warranties and guarantees as are available in connection with such purchases and acquisitions, and

(iii) keep the Assets free and clear of all liens and encumbrances, except for those existing at the time of, or created concurrently with, the acquisition of such Assets, those liens and encumbrances contemplated by this Agreement, builder's, construction, mechanic's, carriers', warehousemen's, material-men's, repairmen's or other similar liens which are for amounts which are neither due nor delinquent, are being contested at the time by the Manager in good faith and by proper legal proceedings, or which shall be released or discharged in a diligent manner, or liens and encumbrances specifically approved by the Management Committee.

(d) The Manager shall conduct such title examinations and cure such title defects as may be advisable in the reasonable judgment of the Manager.

(e) With respect to the Goods and Services Tax (the "**GST**") and the Harmonized Sales Tax (the "**HST**") under Part IX of the *Excise Tax Act* S.C. 1990, c.45 (the "**Act**"), the Manager shall account for all GST and HST in respect of any supplies made to or by the Venture. The Participants shall be registrants and will each execute and provide to the Manager a joint venture election pursuant to section 273 of the Act, confirming that the Manager shall account for all GST and HST in respect of any supplies made to or by the Venture. Accounting for GST and HST includes paying GST or HST, as applicable, on all taxable purchases and claiming the corresponding input tax credits on behalf of the Venture.

(f) The Manager shall:

(i) make or arrange for all payments required by leases, licenses, permits, contracts and other agreements related to the Assets;

(ii) perform or cause to be performed all assessment work required by Law in order to maintain the Properties. Except as provided in Section 7.3, the Manager shall not be liable on account of any determination by any court or governmental agency that the work performed by the Manager does not constitute the required work or occupancy for the purposes of preserving or maintaining the Properties. The Manager shall timely record and file with the appropriate governmental office any required affidavits, notices of intent to hold and other documents in proper form attesting to the performance of assessment work, in each case in sufficient detail to reflect compliance with the applicable requirements. The Manager shall not be liable on account of any determination by any court or governmental agency that any such document submitted by the Manager does not comply with applicable requirements, provided that such document is prepared and recorded or filed in accordance with the Manager's standard of care under Section 7.3; and

(iii) pay all taxes, assessments and like charges on Operations and Assets except taxes determined or measured by the Participants' sales revenue or income.

If authorized by the Management Committee, the Manager may contest in the courts or otherwise, the validity or amount of any taxes, assessments or charges if the Manager deems them to be unlawful, unjust, unequal or excessive, or to undertake such other steps or proceedings as the Manager deems reasonably necessary to secure a cancellation, reduction, readjustment or equalization thereof before the Manager is required to pay them, but in no event shall the Manager permit or allow title to the Assets to be lost as the result of the non-payment of any taxes, assessments or like charges.

(g) The Manager shall:

(i) apply for all necessary permits, licenses and approvals,

(ii) comply with applicable Law in all material respects,

(iii) notify promptly the Management Committee of any allegations of substantial violation thereof, and

(iv) prepare and file all reports or notices required for Operations.

In the event of any violation of permits, licenses or approvals, the Manager shall use its commercially reasonable efforts to timely cure or dispose of such violation through performance, payment of fines and penalties, or both, and the cost thereof shall be charged to the Joint Account.

The Manager shall not be in breach of this Section 7.2(g) if a violation has occurred and the Manager in a timely fashion takes such steps as might be available to remedy the violation or to prevent its recurrence or disposes of the same through payment of fines or penalties imposed in accordance with Law.

(h) The Manager shall notify the Management Committee promptly of any litigation, arbitration, or administrative proceeding commenced against the Venture. The Manager shall prosecute and defend as it considers appropriate, but shall not initiate without consent of the Management Committee, all litigation or administrative proceedings arising out of Operations. The Management Committee shall approve in advance any settlement involving payments (except for fines or penalties), commitments or obligations in excess of $100,000 in cash or value.

(i) The Manager shall obtain and maintain for itself and the other Participants such insurance, with such limits and deductibles, as would normally be maintained by a reasonably prudent operator in the circumstances, either by way of a separate policy or the extension of coverage under a "blanket" policy maintained by the Manager or an Affiliate of the Manager, and the Manager shall include the cost thereof in each Budget; alternatively the Manager may provide protection for the Participants comparable to such insurance coverage and if it elects to self-insure, it shall charge to the Joint Account an amount equal to the premium it would have paid had it secured and maintained a policy or policies of insurance in a competitive bid basis in the amount of such coverage and the Manager shall include the cost thereof in each Budget.

(j) The Manager may dispose of Assets, whether by abandonment, surrender or sale in the ordinary course of business, except that the Properties may be abandoned or surrendered only as provided in Article 14. However, without prior authorization from the Management Committee (which authorization shall include Programs and Budgets approved by the Management Committee) and except for sales of Products as permitted under this Agreement, the Manager shall not: (i) dispose of Assets in any one transaction or series of related transactions having a value in excess of $5,000,000 (unless such disposition is contemplated by an adopted Program and Budget); or (ii) dispose of all or a substantial part of the Assets necessary to achieve the purposes of the Venture.

(k) The Manager may, subject to Section 7.6 below, carry out its responsibilities hereunder through agents, Affiliates or independent contractors. Where reasonably practicable and in the interests of the Venture to do so, the Manager will use commercially reasonable efforts to seek to engage DIAM to conduct Exploration activities on the Properties.

(l) The Manager shall keep and maintain all required accounting and financial records pursuant to the Accounting Procedure and in accordance with generally accepted accounting principles consistently applied.

(m) The Manager shall keep the Management Committee advised of all Operations by submitting in writing to the Management Committee: (i) within 20 days after the

end of each calendar month, a summary monthly report; and (ii) a detailed report within 90 days after completion of each Program and Budget, which must include comparisons between actual and budgeted expenditures and comparisons between the objectives and results of the Programs, provided that if Program and Budget extends beyond a period of 12 months, the Manager shall also provide the Management Committee with a detailed report within 90 days after the end of each such 12 month period. The Manager shall also provide to the Management Committee such other reports pertaining to Operations as the Management Committee or any Participant may reasonably request. At all reasonable times, the Manager shall also provide the Management Committee or the representatives of each Participant access to, and the right to inspect and copies of all maps, drill logs, core tests, reports, surveys, assays, analyses, production reports, operations, technical, accounting and financial records, and other information acquired in Operations that a Participant may reasonably request. Such material and information are solely for the benefit of the Participants to whom such material and information are made available and the Participants shall not discuss or disclose the same to any third parties except as provided in this Agreement. Each Participant further agrees that its use of or reliance on such material and information is at its sole risk and it shall indemnify, defend and hold harmless the Manager and its Affiliates (including without limitation direct and indirect parent companies), and its or their respective directors, officers, shareholders, employees, agents and attorneys, from and against any and all claims, demands, investigations, judgments, losses, liabilities, costs and expenses, including reasonable legal fees, which may be imposed upon, asserted against or incurred by any of them and which arise out of or result from use of or reliance on such material and information by the receiving Participant, or any third party to whom the receiving Participant discloses such material and information. The Manager makes no representation or warranty as to the completeness or accuracy of any material or information disclosed hereunder.

(n) The Manager shall allow each Participant and/or its agents and representatives, at such Participant's sole risk and expense, and subject to the Manager's safety regulations, to inspect the Assets and Operations at all reasonable times, so long as such Participant does not unreasonably interfere with Operations. Such Participant shall indemnify, defend and hold harmless the Manager and its Affiliates (including without limitation direct and indirect parent companies), and its or their respective directors, officers, shareholders, employees, agents and attorneys, from and against any and all claims, demands, investigations, judgments, losses, liabilities, costs and expenses, including reasonable legal fees, which may be imposed upon, asserted against or incurred by any of them and which arise out of or result from the entry, presence or activities of such Participant and/or its agents and representatives on the Properties, including without limitation bodily injury or death at any time resulting therefrom and damage to property sustained by any person or persons, unless such loss or damage is caused by the gross negligence or wilful misconduct of the Manager.

(o) The Manager shall prepare an Environmental Compliance plan for all Operations consistent with the requirements of any applicable Laws or contractual obligations

and shall include in each Program and Budget sufficient funding to implement the Environmental Compliance plan and to satisfy the financial assurance requirements of any applicable Law or contractual obligation pertaining to Environmental Compliance which shall be the responsibility of the Participants in accordance with their Participating Interests from time to time. To the extent practical and advisable (as determined by the Manager), the Environmental Compliance plan shall incorporate concurrent reclamation of Properties disturbed by Operations.

(p) The Manager shall undertake to perform Continuing Obligations when and as economic and appropriate. The Manager shall have the right to delegate performance of Continuing Obligations to persons having demonstrated skill and experience in relevant disciplines. As part of each Program and Budget submittal, the Manager shall specify in such Program and Budget the measures to be taken for performance of Continuing Obligations and the cost of such measures. The Manager shall keep the Management Committee reasonably informed about the Manager's efforts to discharge Continuing Obligations.

(q) The Manager shall undertake all other activities reasonably necessary to fulfil the foregoing.

The Manager is not in default of any duty under this Section 7.2 if its failure to perform results from the failure of the other Participant to perform acts or to contribute or pay amounts required of it by this Agreement.

7.3 Standard of Care. The Manager shall conduct all Operations in a good, workmanlike and efficient manner, in substantial accordance with sound mining and other applicable industry standards and practices, and in substantial accordance with the terms and provisions of leases, licenses, permits, contracts and other agreements pertaining to Assets. The Manager shall not be liable to the other Participant for breach of this Agreement or any other act or omission resulting in damage or loss unless the same constitutes the Manager's wilful misconduct or gross negligence.

7.4 Resignation; Deemed Offer to Resign. The Manager may resign upon 30 days' prior Notice to the Management Committee, in which case the other Participant may elect to become the new Manager by notice to the Management Committee within thirty (30) days after the notice of resignation. If any of the following shall occur, the Manager will be deemed to have offered to resign, which offer the other Participant shall accept, if at all, within 30 days following such deemed offer:

(a) the Manager fails to perform a material obligation imposed upon it under this Agreement and does not within 60 days after Notice from the Management Committee demanding performance, or any final determination by any Court or Arbitrator of such failure after any and all appeals that may exist of such determination are exhausted, commence in good faith to remedy the failure or to take steps to prevent its recurrence; or

(b) the Manager suffers an Insolvency Event.

If the Manager resigns or if its offer to resign is accepted by the other Participant, the other Participant may elect to become the new Manager by Notice to the resigning Manager within 30 days after the Notice of resignation.

7.5 Payments to Manager. The Participants shall compensate the Manager for its services and reimburse the Manager for its costs hereunder in accordance with the Accounting Procedure.

7.6 Transaction with Affiliates. The Manager may engage Affiliates to provide services, supplies, equipment or machinery hereunder, provided that it does so on terms no less favourable than would be the case with unrelated persons in arm's length transactions.

7.7 Activities Absent Adopted Program and Budget. If the Management Committee for any reason fails to adopt a Program and Budget, then subject to the contrary direction of the Management Committee and to the receipt of necessary funds, the Manager shall continue Operations at levels necessary to maintain and protect the Assets and to comply with all contractual and regulatory obligations related thereto. The Participants shall fund such Operations until a new Program and Budget has been adopted. For purposes of determining the required contributions of the Participants and their respective Participating Interests, the last adopted Program and Budget will be deemed to have been extended.

7.8 Independent Contractor. The Manager is and shall act as an independent contractor and not as the agent of the other Participant. The Manager shall maintain complete control over its employees and all of its subcontractors with respect to performance of the Operations. Nothing contained in this Agreement or any subcontract awarded by the Manager creates any contractual relationship between any subcontractor and the other Participant. Subject to the terms of this Agreement, the Manager has complete control over and supervision of Mining and Operations and shall direct and supervise the same so as to ensure their conformity with this Agreement.

7.9 Rio Tinto Policies. The Participants acknowledge and agree that RTEC as the Manager subscribes to and governs itself in accordance with business principles, policies and practices, including policies on business integrity and political involvement, which are or are the same as those described in RTEC's parent company policies entitled "***The Way We Work***" and "***Business Integrity Standard***", copies of which are attached as Schedules D and E, respectively. Each of the other Parties confirms that it subscribes to business principles which are aligned with those followed by RTEC and follows policies and implements practices developed by it designed to cause its actions to reflect those principles and covenants with RTEC that it will continue to do so.

8. PROGRAMS AND BUDGETS

8.1 Operations Pursuant to Programs. Except as otherwise provided in this Article 8, all Operations shall be conducted, expenses shall be incurred and all Assets shall be acquired only pursuant to adopted Programs and Budgets. The Manager shall design the Programs and Budgets to set forth in reasonable detail the scope, direction and nature of Operations and establish a fiscal basis for Operations, but need not include an enumerated list of each

activity and expenditure to be undertaken by the Manager or of the Costs to be incurred. The Manager may make all expenditures required to perform its duties hereunder.

8.2 Presentation of Programs and Budgets. Subject to Section 8.5, the Manager shall prepare a proposed Program and Budget for a period of 12 months or any other reasonable period determined by the Manager and shall prepare the first Program and Budget at such time as it considers appropriate. During the Budgetary Period encompassed by any Program and Budget and at least two months prior to its expiration, the Manager shall prepare a proposed Program and Budget for the succeeding Budgetary Period and submit such Program and Budget to each of the Participants.

8.3 Production Decision.

(a) After the Manager prepares a Feasibility Study, the Manager shall submit the Feasibility Study to the Management Committee. The Management Committee shall meet and decide whether further work is required to complete the Feasibility Study or the Feasibility Study is complete.

(b) Following the completion of the Feasibility Study, the Management Committee shall decide whether Development of a mine is warranted. If the Management Committee, following the completion of the Feasibility Study, makes a positive decision to develop a mine on the Properties in accordance with the Feasibility Study ("**Production Decision**"), the Management Committee may then instruct the Manager to prepare an overall Program and Budget that is consistent with the Feasibility Study for all Operations through to the end of Development ("**Development Program and Budget**").

(c) The Manager does not warrant the sufficiency of the Feasibility Study for any purpose.

(d) If and when a Production Decision has been made, either Participant or the Manager may make a public announcement or statement, including a news release, in respect of the Production Decision and in doing so shall comply with the provisions of Section 16.3.

8.4 Review and Approval of Proposed Programs and Budgets. Within 30 days of the submission of a proposed Program and Budget by the Manager to the Participants, including a Development Program and Budget or an Expansion Program and Budget, the Manager shall provide Notice of a meeting of the Management Committee to consider the same. The Management Committee shall adopt the Program and Budget, with such modifications, if any, as it deems necessary, or reject the same and require a new submission from the Manager.

8.5 Election to Participate. By Notice to the Manager within 20 days after the vote by the Management Committee adopting a Program and Budget, each Participant including the Participant which is the Manager, may elect to contribute to the Costs of such Program and Budget in proportion to its Participating Interest, in some lesser proportion or not at all. If a Participant elects not to contribute in proportion to its Participating Interest, the Participating Interest of the Participants will be recalculated as provided in Article 5. If a

Participant fails to make an election within such 20 days, it will be deemed to have elected to contribute to such Program and Budget in proportion to its Participating Interest as of the beginning of the period covered by the Program and Budget. If any Participant elects not to contribute to a Program and Budget to the fullest extent possible, the proportion to be contributed by the Participant that elected to contribute in proportion to its Participating Interest (a "**Fully Participating Participant**") increases pro rata to satisfy the shortfall, subject to the right of the Fully Participating Participant to elect not to contribute more than its proportionate share at that time. If after the operation of this Section 8.5 the Costs for a Program and Budget are not fully committed, the Program and Budget will be deemed withdrawn, subject to the right of the Manager to propose a new draft Program and Budget.

8.6 Budget Overruns; Program Changes. The Manager shall immediately notify the Management Committee of any material departure ([***Redacted***]) from an adopted Program and Budget. Within 30 days of such notification, any Participant may request a special meeting of the Management Committee pursuant to Section 6.3, at which meeting the Manager will be required to provide reasonable details of such material departure including the reasons therefor. If the Manager exceeds Budget, then the excess is for the account of the Participants in proportion to their respective Participating Interests unless the overrun is due to the gross negligence or wilful misconduct of the Manager.

8.7 Contingency Fund. On and after Commencement of Commercial Production, the Manager may establish and administer a contingency fund (the "**Contingency Fund**"), in addition to all required statutory funds, to be maintained as a separate account for the purpose of paying all costs, outlays, expenses, obligations, liabilities and charges of whatever kind or nature incurred or chargeable, directly or indirectly, by the Participants for environmental protection, reclamation, pollution control, testing, monitoring, clean-up, containment and removal of hazardous substances from the Properties, remediation, decommissioning, shutdown and other similar matters ("**Reclamation and Remediation Costs**"), severance pay and pensions for employees arising as a result of operations and in connection with the permanent or temporary shutdown in whole or in part of any mine on the Properties. At the time such Contingency Fund is established the Manager will make a reasonable estimate of the amount required throughout the life of the mine and, based upon the estimated mine life, the amount required to be contributed by each Participant in accordance with its Participating Interest on an annual basis or from time to time in the case of special or unexpected Reclamation and Remediation Costs and such amount shall be included in the applicable Budget and shall be considered Costs for all purposes of this Agreement. Such Contingency Fund shall be held in trust on behalf of the Participants and invested and reinvested by the Manager in Government of Canada treasury bills or similar liquid investments issued by the federal or provincial governments of Canada (or their agencies or legal entities) as the Management Committee may from time to time authorize acting prudently on behalf of the Participants. To the extent that additional funds are required to fund Costs once the Contingency Fund is in place and the Management Committee is of the view that there will be sufficient future Products produced from the Properties to replenish any moneys distributed from the Contingency Fund the Manager will distribute such funds to the Participants in accordance with their respective Participating Interests. In the event of any subsequent shortfall in the Contingency Fund, each Participant will within 90 days after being requested to do so in writing by the Manager, repay its share of such funds in proportion to its Participating Interest.

8.8 Emergency or Unexpected Expenditures. In case of emergency, the Manager may take any reasonable action it deems necessary to protect life, limb or property, to protect the Assets or to comply with Law or contractual obligations. The Manager may also make reasonable expenditures for unexpected events which are beyond its reasonable control and which do not result from a breach by it of its standard of care. The Manager shall promptly notify the Management Committee of the emergency or unexpected expenditure, and the Manager shall be reimbursed for all resulting costs by the Participants in proportion to their respective Participating Interests within 60 days of when the emergency occurred or the unexpected expenditures were incurred, failing which Sections 9.4 and 9.5 shall apply.

8.9 Sole Funding Period. The Parties acknowledge and agree that the first Program and Budget for the period from the Effective Date through to March 31, 2022, in the form exchanged by the Parties on the Execution Date, has been duly and validly adopted by the Management Committee and constitutes the Program and Budget for such period. Notwithstanding any other provisions of this Agreement to the contrary:

(a) RTEC shall solely fund and pay for all Costs (including, without limitation, any expenditures contemplated by Section 8.8) incurred during the period from the Effective Date up to and including December 31, 2021 (such period referred to herein as the "**Sole Funding Period**" and all such Costs incurred during such Sole Funding Period referred to herein as the "**Sole Funding Costs**") and DIAM shall have no obligation to contribute to any portion of the Sole Funding Costs or to reimburse RTEC in respect of any of the Sole Funding Costs;

(b) the provisions of Sections 8.4 to 8.8 shall not be applicable during the Sole Funding Period;

(c) the Sole Funding Costs shall not be charged to the Joint Account and Sections 9.1 to 9.7 shall not be applicable with respect to the Sole Funding Costs, and without limiting the generality of the foregoing, there will be no credits to, or adjustments of, the Equity Accounts of the Participants with respect to the Sole Funding Costs; and

(d) upon the end of Sole Funding Period, the Manager shall promptly submit to the Management Committee and to DIAM a statement of account reflecting in reasonable detail the Sole Funding Costs incurred during, and through to the end of, December 31, 2021, together with reasonable detail comparing such Sole Funding Costs to the amounts budgeted in the first Program and Budget for the Sole Funding Period.

8.10 Carried Interest Period. Notwithstanding any other provision of this Agreement to the contrary, but subject to the terms of each subsection set forth in this Section 8.10:

(a) RTEC shall solely fund and pay for all Costs (including, without limitation, any expenditures contemplated by Section 8.8) incurred during the period from and after January 1, 2022 until all of the following have occurred (the occurrence of all of the following being referred to herein as the "**Production Decision Event**"):

(i) a Production Decision having been approved by the Management Committee pursuant to Section 8.3(b);

(ii) a Development Program and Budget having been adopted in respect of such Production Decision by the Management Committee; and

(iii) a public announcement or statement, including a news release, having been made by any Participant or the Manager in respect of such Production Decision

(such period referred to herein as the "**Carried Interest Period**" and all such Costs incurred during such Carried Interest Period referred to herein as the "**Carried Interest Costs**"), provided that if RTEC or any Affiliate of RTEC ceases to be the Manager as a consequence of its deemed offer of resignation that is accepted by DIAM following the occurrence of one of the events contemplated by Sections 7.4(a) or (b), the obligation to solely fund the Carried Interest Costs shall thereupon terminate.

(b) During the Carried Interest Period, DIAM will have no obligation to contribute to any portion of the Carried Interest Costs. DIAM will have no obligation to reimburse RTEC in respect of any Carried Interest Costs until the Commencement of Commercial Production. Upon the Commencement of Commercial Production, the Manager shall forthwith deliver to the Participants a certificate of a director or senior officer of the Manager certifying: (i) that Commencement of Commercial Production has occurred; and (ii) sufficient details regarding production of Kimberlite and diamond recoveries to reasonably demonstrate that Commencement of Commercial Production has occurred.

(c) The provisions of Sections 8.5 to 8.8 shall not be applicable during the Carried Interest Period.

(d) Subject to Section 8.10(k), the Carried Interest Costs shall not be charged to the Joint Account and, subject to Section 8.10(i), Sections 9.1 to 9.5 shall not be applicable with respect to the Carried Interest Costs, and without limiting the generality of the foregoing, there will be no credits to, or adjustments of, the Equity Accounts of the Participants with respect to the Carried Interest Costs.

(e) During the Carried Interest Period, the Manager shall promptly submit to the Management Committee and the Participants monthly statements of account reflecting in reasonable detail: (i) the Carried Interest Costs incurred during such month and from inception of the Carried Interest Period through to the end of such month, together with reasonable detail comparing such Carried Interest Costs to the amounts budgeted in the relevant Program and Budget approved by the Management Committee; and (ii) how such Carried Interest Costs would be allocated between Participants in accordance with the Agreement, including Schedule B thereto, if such Carried Interest Costs were being charged to the Joint Account and if each Participant had elected to fully contribute to such Carried Interest Costs in proportion to its Participating Interest (the amount of Carried

Interest Costs so allocated to DIAM being the "**DIAM Carried Interest Costs**" and to RTEC being the "**RTEC Carried Interest Costs**"). The final such monthly statement, reflecting all Carried Interest Costs through to the end of the Carried Interest Period and their allocation between the Participants in accordance with the foregoing, shall be submitted by the Manager to the Management Committee and the Participants no later than 60 days following the end of the Carried Interest Period. The provisions of Section 9.7 shall apply, *mutatis mutandis*, to the statements of account provided by the Manager under this Section 8.10(e).

(f) Following the Commencement of Commercial Production, the DIAM Carried Interest Costs together with any accrued and unpaid interest thereon, shall be paid to RTEC:

(i) through payment of the net sales proceeds from the sale of its share of diamonds or the equivalent value in diamonds pursuant to Sections 11.1 or 11.3, as applicable; and/or

(ii) if DIAM's Participating Interest is converted to a Gross Overriding Royalty pursuant to Section 10.1, by way of set-off as set forth in the Royalty Agreement,

in each case until RTEC has received an amount equal to the DIAM Carried Interest Costs, together with interest thereon in accordance with Section 8.10(g). Until RTEC has received an amount equal to the DIAM Carried Interest Costs, together with interest thereon in accordance with Section 8.10(g), the Manager shall order an audit of the accounting and financial records of the previous calendar year pursuant to Section 9.7. The Participants agree to make such adjustments, if any, to the payments previously made by DIAM for the prior calendar year as may be required as a result of such audit.

(g) Any DIAM Carried Interest Costs that have not been reimbursed to RTEC as of the first anniversary of the Commencement of Commercial Production will accrue interest at an annual rate equal to the Prime Rate plus 5%.

(h) DIAM's obligation to reimburse RTEC for the DIAM Carried Interest Costs in accordance with this Agreement and pay any interest thereon then owed in accordance with Section 8.10(g), shall be secured by the grant by DIAM of a mortgage and security interest pursuant to Section 9.6.

(i) DIAM will have the right at any time to pay all, or any portion of, the DIAM Carried Interest Costs that have not then been reimbursed to RTEC, together with all, or any portion of, the interest then owed in accordance with Section 8.10(g), without notice, bonus or penalty.

(j) In the event that DIAM suffers an Insolvency Event:

(i) the rights of DIAM under this Section 8.10, other than Section 8.10(k), shall thereupon terminate without the requirement for any further act or formality; and

(ii) any DIAM Carried Interest Costs that have not then been reimbursed to RTEC, together with any interest thereon then owed in accordance with Section 8.10(g), shall become immediately due and payable.

(k) Notwithstanding Section 8.10(d), as and when DIAM Carried Interest Costs are reimbursed to RTEC by DIAM in accordance with this Section 8.10 (for greater certainty, whether or not DIAM has previously suffered an Insolvency Event), the amount so reimbursed will be added to the Equity Account of DIAM and the proportionate amount representing the corresponding RTEC Carried Interest Costs shall be added to the Equity Account of RTEC such that the Equity Accounts of the Participants are placed into the position they would have been had both Participants fully paid in accordance with their respective Participating Interests the Carried Interest Costs that DIAM has then reimbursed RTEC in respect of DIAM's proportionate share.

(l) For greater certainty:

(i) subject to Section 8.10(j), in the event that the Commencement of Commercial Production never occurs, DIAM shall never have any obligation to contribute to any portion of the Carried Interest Costs or to reimburse RTEC in respect of any Carried Interest Costs; and

(ii) following a Production Decision Event, RTEC will have no obligation to make any contributions towards Costs incurred after the Production Decision Event in respect of DIAM's Participating Interest pursuant to this Section 8.10, and the Participants shall thereafter both be subject to contributions of Costs and dilution in accordance with the terms of this Agreement, subject to Section 8.11.

8.11 Election to Contribute After Production Decision Event. With respect to the Participants' right to elect to contribute to the Costs of an adopted Development Program and Budget pursuant to Section 8.5:

(a) DIAM shall be permitted to make its election to contribute to the Costs of a Development Program and Budget having been adopted in respect of a Production Decision pursuant to Section 8.10(a) within six months of a Production Decision Event and the other Participant shall make its election to contribute to the Costs of such Development Program and Budget within the 20 day period prescribed by Section 8.5.

(b) If DIAM, notwithstanding Section 8.11(a), has not made its election to contribute to the Costs of a Development Program and Budget within the 20 day period referred to in Section 8.5 and the other Participant elects to contribute to a Development Program and Budget in proportion to its Participating Interest within such 20 day period, such other Participant shall be treated as a Fully Participating Participant, subject to:

(i) the right of the Fully Participating Participant to elect not to contribute more than its proportionate share at that time (provided that if DIAM elects,

before or after such time, to contribute to the Costs of such Development Program and Budget in an amount less than its full Participating Interest, and the Fully Participating Participant does not agree to increase its contribution to satisfy the shortfall such that the Costs of the Development Program and Budget are fully committed, the Development Program and Budget will be deemed withdrawn); and

(ii) the right of DIAM to make its subsequent election pursuant to Section 8.11(a) and the provisions of Section 8.11(d).

(c) If DIAM fails to make an election to contribute to the Costs of a Development Program and Budget having been adopted in respect of a Production Decision within six months of a Production Decision Event, it will be deemed to have elected to contribute to such Development Program and Budget in proportion to its Participating Interest as of the beginning of the period covered by the Development Program and Budget.

(d) If DIAM elects (or is deemed to have elected) to contribute to the Costs of such Development Program and Budget either in proportion to its Participating Interest as of the beginning of the period covered by the Development Program and Budget or in some lesser proportion but greater than zero (such proportion being referred to as "**DIAM's Elected Proportion**"):

(i) DIAM shall not be required to make any payments to the Manager pursuant to Section 9.3 in respect of DIAM's Elected Proportion of such Development Program and Budget until six months after the Production Decision Event; and

(ii) If DIAM fails to make any such payments by not later than six months after the Production Decision Event (the amount that DIAM fails to pay being herein referred to as the "**Deficiency Amount**"), any amount(s) contributed by a Fully Participating Participant towards such Deficiency Amount (whether such funds are contributed before or after such election) shall be considered to be Cover Payments made by the Fully Participating Participant for the benefit of DIAM for the purposes of this Agreement.

(e) If DIAM elects to contribute to an adopted Development Program and Budget in some lesser amount than the percentage reflected by its Participating Interest or not to contribute at all, and provided that the other Participant agrees to increase its contribution to satisfy the shortfall such that the Costs of the Development Program and Budget are fully committed such that the Development Program and Budget is not deemed withdrawn, DIAM's Participating Interest shall be diluted pursuant to Section 5.6 and the Diluting Date shall be the date the adopted Development Program and Budget is commenced.

9. ACCOUNTS AND SETTLEMENTS

9.1 Monthly Statements. The Manager shall promptly submit to the Management Committee monthly statements of account reflecting in reasonable detail the charges and credits to the Joint Account during the preceding month under this Agreement.

9.2 Equity Account. The Manager shall credit the Equity Account for each Participant with the agreed value of each Participant's Initial Contribution and subsequent contributions (net of liabilities assumed by the Participants and liabilities to which such contributed property is subject) and each Participant's distributive share of income and gain (or item thereof). Likewise, the Manager shall charge each Participant's Equity Account with the cash and the fair market value of property distributed to such Participant (net of liabilities assumed by such Participant and liabilities to which such distributed property is subject), and such Participant's distributive share of loss and deduction (or item thereof). Prior to any distribution of Assets (in-kind or otherwise), the Manager shall adjust the Equity Accounts for the gain or loss which would be allocable to each Participant upon a disposition of such Assets for fair market value. Contributions and distributions include all cash contributions or distributions plus the deemed value (expressed in dollars) of all in-kind contributions or distributions. All calculations of income, expense, gain, loss, depletion, depreciation and amortization are based on generally accepted accounting principles in Canada, consistently applied by the Manager. The Equity Account for each Participant will not be reduced to any amount less than $1.00.

9.3 Cash Calls. Prior to the last day of each month, the Manager shall submit to each Participant which has elected to contribute to the Program and Budget then in effect a billing for such Participant's share of estimated Costs for the next month on the basis of the adopted Program and Budget or as otherwise provided in this Agreement. Within ten days after receipt of each billing, each Participant shall advance to the Manager such estimated amount. Time is of the essence of payment of such billings. If the amount billed for the estimated Costs was less than the actual Costs incurred or charged during that month, the Manager may bill the Participants for the difference at any time, which the Participants shall pay within ten days following receipt of billing. With the concurrence of the Management Committee, the Manager may establish more frequent billing cycles to minimize account balances.

9.4 Failure to Pay Billings. If a Participant fails to make any payments to the Manager when due under this Agreement including Section 9.3, such payments shall bear interest from the date due at an annual rate equal to the Prime Rate plus five percent and the Manager and the non-defaulting Participant shall have the rights, remedies and elections specified in Section 9.5, subject to the terms set forth therein.

9.5 Default in Making Contributions.

(a) If a Participant elects to contribute to an adopted Program and Budget and then defaults in its obligation to pay a contribution or cash call hereunder, it shall thereupon be a defaulting Participant and the non-defaulting Participant may at any time, by Notice to the defaulting Participant, elect to make such contribution or meet such cash call on behalf of the defaulting Participant ("**Cover Payment**"). If

a non-defaulting Participant makes more than one Cover Payment, the non-defaulting Participant shall aggregate the Cover Payments and the rights and remedies described herein pertaining to an individual Cover Payment apply to the aggregated Cover Payments.

(b) Each Cover Payment made by a non-defaulting Participant shall constitute indebtedness due from the defaulting Participant to the non-defaulting Participant, which indebtedness is payable upon the giving of not less than 7 days' prior Notice to the defaulting Participant and bears interest from the date incurred to the date of payment at the rate specified in Section 9.4. Any payment by or on behalf of a defaulting Participant of a Cover Payment shall be first applied to accrued but unpaid interest and then to repay each Cover Payment in chronological order beginning with the first made Cover Payment.

(c) If a Cover Payment is made by a non-defaulting Participant, upon the giving of not less than 30 days' prior Notice to the defaulting Participant, the non-defaulting Participant may elect to adjust its Participating Interest pursuant to this Section 9.5. Upon such election, the Manager shall deduct an amount equal to 125% times the Cover Payment from the defaulting Participant's Equity Account and add such amount to the Equity Account of the non-defaulting Participant and recalculate the Participating Interests of the defaulting Participant and the non-defaulting Participant based on the adjusted Equity Accounts.

(d) A defaulting Participant, by paying all indebtedness and interest thereon then owing to the non-defaulting Participant, if it elected to make the Cover Payment, may cure such default at any time prior to (i) consummation of an action to enforce or foreclose on a security interest granted pursuant to Section 9.6; or (ii) an adjustment of Participating Interests being effected pursuant to Section 9.5(c).

9.6 As security for each Participant's obligation to repay any indebtedness that may become owed as referred to in Section 9.5(b) and, in the case of DIAM, for its obligation to reimburse RTEC for the DIAM Carried Interest Costs in accordance with this Agreement, in each case together with interest thereon (the "**Obligations**"), each Participant hereby grants to the other Participant, a mortgage of and security interest in such Participant's right, title and interest in, whenever acquired or arising, (i) the Assets, (ii) this Agreement, (iii) for so long as any DIAM Carried Interest Costs, together with interest thereon in accordance with this Agreement, remain outstanding, the Royalty Agreement, if and when entered into by such Participant (which mortgage and security interest shall extend, for greater certainty, to all right, title and interest of the Royalty Holder (as defined in the Royalty Agreement) under the Royalty Agreement for so long as any DIAM Carried Interest Costs, together with interest thereon in accordance with this Agreement, remain outstanding), (iv) with respect to the property described in (i), (ii) and (iii), inclusive, all replacements of, substitutions for and increases, additions and accessions thereto and (iv) with respect to the property described in (i), (ii), (iii) and (iv), inclusive, all proceeds from such property, including property in any form derived directly or indirectly from any dealing with such property or proceeds from that property, and any insurance or other payment as indemnity or compensation for loss of or damage to such property or any right to payment (collectively, the "**Collateral**") on the following terms:

(a) each Participant hereby represents and warrants to the other Participant that such mortgage and security interest ranks and will rank at all times prior to any and all other mortgages and security interests;

(b) each Participant shall take all action reasonably necessary to allow the other Participant to perfect such mortgage and security interest, including executing such documents as may be reasonably requested by such other Participant to perfect or maintain such mortgage and security interest, and irrevocably authorizes such other Participant to file and record all financing statements or financing change statements to give effect to the provisions hereof;

(c) from and after any default being made by a Participant in the payment of any of the Obligations when due or the occurrence of an Involuntary Insolvency Event (but only for so long as such Involuntary Insolvency Event continues) or Insolvency Event of a Participant, such Participant shall pay all costs on demand (including reasonable fees and disbursements of legal counsel, accounting advisors, receiver and other advisors, together with any interest thereon that may accrue) thereafter incurred by the other Participant in connection with the realization, disposition, retention, maintenance, preservation or collection of the Collateral or enforcement of the rights and remedies of the other Participant in respect of the Collateral under this Agreement, all applicable personal property security legislation or otherwise at Law. All such costs shall be added to and form part of the Obligations secured under this Section 9.6;

(d) upon default being made by a Participant in the payment of any of the Obligations when due or the occurrence of an Insolvency Event of a Participant, the other Participant may exercise any or all of the rights and remedies available to it either as a Participant or if applicable, the Manager, under this Agreement, all applicable personal property security legislation or otherwise at Law. Upon and during the continuance of an Involuntary Insolvency Event of a Participant, the other Participant shall not be in any way restricted from asserting any or all of its rights as against any third party or third parties as such other Participant considers necessary or desirable to protect, maintain and preserve its rights and interests under the mortgage and security interest and in and to the Collateral. Without limiting the generality of the foregoing, to the extent permitted by applicable Law each Participant grants to the other Participant a power of sale as to any property that is subject to the mortgage and security interest granted hereunder, such power to be exercised in the manner provided by applicable Law in a commercially reasonable manner and upon reasonable notice. At the other Participant's election, the other Participant may exercise the rights of the Manager set out in Section 11.3 *mutatis mutandis*, in place and stead of the Manager. In the event the other Participant enforces the mortgage or security interest pursuant to the terms of this Section 9.6, the defaulting Participant waives any available right of redemption, any required valuation or appraisement of any Collateral prior to sale, any available right to stay execution or to require a marshalling of assets and any required bond in the event a receiver is appointed and the defaulting Participant agrees that it will be liable for any continuing deficiency;

(e) each Participant acknowledges and agrees that: (A) value has been given by each other Participant in respect of the mortgage and security interest granted hereunder, (B) it has rights in the Collateral or the power to transfer rights in the Collateral, (C) the security interest has been validly issued and exists when such Participant signs this Agreement, and (D) it has not otherwise agreed to postpone the time of attachment; and

(f) each Participant hereby waives any entitlement to receive any financing statement, financing change statement or verification statement pertaining to a registration of or in respect of the mortgage, security interest and charged created under this Agreement.

9.7 Audits. Upon request made by any Participant within 12 months following the end of any calendar year (or, if the Management Committee has adopted an accounting period other than the calendar year, within 12 months after the end of such period), the Manager shall order an audit of the accounting and financial records for such calendar year (or other accounting period). All written exceptions to and claims upon the Manager for discrepancies disclosed by such audit must be made not more than three months after receipt of the audit report. Failure to make any such exception or claim within the three month period constitutes waiver of any such exception or claim by a Participant and the audit will be deemed correct and binding upon the Participants. The Manager shall select a national firm of chartered accountants that is independent of the Participants, to conduct the audits.

10. GROSS OVERRIDING ROYALTY

10.1 Conversion to Gross Overriding Royalty. If a Participant relinquishes its Participating Interest pursuant to Section 5.7, the remaining Participant shall pay to the relinquishing Participant a 1% gross overriding royalty on diamonds, calculated and paid in accordance with the Royalty Agreement in the form attached as Schedule C (the "**Gross Overriding Royalty**"), the relinquishing Participant and the other Participant will thereupon be bound by the terms and conditions of the Royalty Agreement, and the relinquishing Participant will cease to have any rights or entitlement in and to, or under, this Agreement. The Manager shall complete the Royalty Agreement by filling in the names, date and description of the Properties, all as of the date of the deemed withdrawal, and the relinquishing Participant and the other Participant shall each sign and deliver to each other the Royalty Agreement.

Except for or as provided in Sections 5.8, 10.2, the provisions of Section 9.6 as they apply to the grant by DIAM of the mortgage and security interest in the Royalty Agreement if and when entered into and all right, title and interest of the Royalty Holder under the Royalty Agreement, this Section 10.1 and Articles 16 and 17, this Agreement shall thereupon terminate.

10.2 No Obligation to Produce. If a Participant forfeits its Participating Interest, any decision to place the Properties into production is at the sole discretion of the remaining Participant (as determined through the Management Committee) and if the Properties are in or are

placed into production, such other Participant may curtail or terminate any such operation as it determines.

11. DISPOSITION OF PRODUCTION

11.1 Taking in Kind.

(a) The Participant who is not the Manager shall have a one-time right to elect to take in kind or separately dispose of its share of Products by providing Notice to the Manager within 30 days after the completion of the first Feasibility Study prepared in respect of the Properties (the "**Election Notice**") in which case such Participant and the other Participant shall, subject to Section 9.6 and this Section 11.1, each take in kind and separately dispose of its share of Product. If such Participant has provided an Election Notice and the Products consist of diamonds, the respective share of each Participant shall be determined with reference to the value of the diamonds after grading as determined by an independent evaluator, if the Participants are able to agree on one evaluator or, in the absence of such agreement, three evaluators one of whom shall be selected by each Participant and the third of whom shall be appointed by the first two so appointed by the Participants, with the value to be taken as the average of the values determined by each evaluator. The Participants agree to work together in good faith to develop a detailed procedure for the equitable allocation of each diamond parcel. If such detailed procedure has not been agreed between the Participants within 90 days of a Production Decision being made, the determination of such detailed procedure shall be considered a Dispute and determined by the Arbitrator in accordance with Section 18.11. Each of the Parties shall respectively bear any expenditure incurred by it in the taking in kind of Products by each Party including payment of the evaluator appointed by it. If a single evaluator is appointed or a third evaluator is appointed, the Participants shall share his fees and expenses equally and the costs of separating and sorting the Products shall be borne equally. Nothing in this Agreement shall be construed as providing, directly or indirectly, for any joint or cooperative marketing or selling of Products. The Manager shall give the Participants notice at least 10 days in advance of the delivery date upon which Products will be available. For certainty, the right to provide an Election Notice is a one-time right only and may only be provided within the time and under the circumstance prescribed above. If the Participant who is not the Manager does not provide an Election Notice within the time and under the circumstances prescribed, such Participant's share of Products shall be marketed and sold pursuant to Section 11.3.

(b) Subject to Section 11.1(c), upon the occurrence of an Insolvency Event of a Participant, any right of that Participant to take in kind its share of Products under this Section 11.1 shall cease permanently, and such Participant's share of Products shall thereafter be marketed and sold pursuant to Section 11.3.

(c) Upon the occurrence of an Involuntary Insolvency Event of a Participant, any right of such Participant to take in kind its share of Products under this Section 11.1 shall be suspended during the continuance of such Involuntary Insolvency Event, and

such Participant's share of Products shall be marketed and sold pursuant to Section 11.3.

(d) If a Participant is in default of the type referred to in Section 9.5(a), regardless of whether a Cover Payment has been made by the other Participant, such Participant's right to take in kind its share of Products under this Section 11.1 shall be suspended until such Participant is not in default of its obligations to make such contribution or meet such cash call and all such indebtedness and interest thereon, whether to the Manager or the other Participant in respect of any such Cover Payment, has been paid in full. During any such period of suspension, such Participant's share of Products shall be marketed and sold pursuant to Section 11.3.

(e) In the event that DIAM fails to reimburse RTEC for any DIAM Carried Interest Costs, and pay any accrued and unpaid interest thereon, when required under this Agreement, DIAM's rights to take in kind its share of Products under this Section 11.1 shall be suspended until the amount then required to be reimbursed and paid by DIAM has been paid in full. During any such period of suspension, DIAM's share of Products shall be marketed and sold pursuant to Section 11.3.

(f) In the event that DIAM has properly provided an Election Notice pursuant to this Section 11.1 and is entitled to take in kind its share of Products, following the Commencement of Commercial Production, the DIAM Carried Interest Costs, together with any accrued and unpaid interest thereon, shall be reimbursed and paid to RTEC by DIAM as follows:

(i) in respect of diamonds that would have otherwise been delivered to DIAM during the period from and after the Commencement of Commercial Production up to and including the first anniversary of the Commencement of Commercial Production, RTEC shall be entitled to retain 50% of such diamonds (determined with reference to the value of the diamonds determined in accordance with this Section 11.1), the value of which shall be applied towards the reimbursement of the DIAM Carried Interest Costs and payment of any accrued and unpaid interest thereon;

(ii) in respect of diamonds that would have otherwise been delivered to DIAM during the period commencing on the day following the first anniversary of the Commencement of Commercial Production up to and including the second anniversary of the Commencement of Commercial Production, RTEC shall be entitled to retain 65% of such diamonds (determined with reference to the value of the diamonds determined in accordance with this Section 11.1), the value of which shall be applied towards the reimbursement of the DIAM Carried Interest Costs and payment of any accrued and unpaid interest thereon; and

(iii) in respect of diamonds that would have otherwise been delivered to DIAM from and after the day following the second anniversary of the Commencement of Commercial Production, RTEC shall be entitled to retain 80% of such diamonds (determined with reference to the value of the

diamonds determined in accordance with this Section 11.1), the value of which shall be applied towards the reimbursement of the DIAM Carried Interest Costs and payment of any accrued and unpaid interest thereon,

in each case only until RTEC has received reimbursement in full of the DIAM Carried Interest Costs, together with any interest owed thereon in accordance Section 8.10(g), whether pursuant to this Section 11.1 or otherwise in accordance with this Agreement.

11.2 Failure of Participant to Take in Kind. If a Participant having provided an Election Notice pursuant to Section 11.1, is entitled to take its share of Product in kind, and fails to do so, the Manager may, for a period of time consistent with the minimum needs of the industry, but not to exceed one year, purchase the Products for its own account or sell such share as agent for the Participant at not less than the prevailing market price in the area. The Manager may deduct from proceeds of any sale by it for the account of the Participant reasonable expenses and commissions incurred in such a sale.

11.3 Marketing and Distributions.

(a) For Products that are not distributed in accordance with Section 11.1 (collectively, "**Non-In-Kind Products**"), the Manager or an Affiliate that it may designate will have the irrevocable right (both before and after default) to market and sell, and shall market and sell, the Non-In-Kind Products as agent for the Participants and may charge the Participants its marketing and sales costs and a sales commission at a rate that is comparable to commissions commonly charged in the industry by organizations with sales and marketing expertise and capacity similar to that of the Manager or its designated Affiliate, provided that such commission shall be no less than 3% of the sales proceeds of the Non-In-Kind Products. The Participant and Manager (or Affiliate) shall enter into a form of marketing agreement based on the Manager's standard form of agreement, with such revisions as are acceptable to each of the Participant and the Manager (or Affiliate), acting reasonably, in relation to the Non-In-Kind Products.

(b) The net sales proceeds received from the sale of Non-In-Kind Products shall be allocated by the Manager, and paid and distributed between the Participants in proportion to their respective Participating Interests, except that:

(i) if there is a default of the type referred to in Section 9.5(a):

A. the Manager may apply and set-off the payment of all or any portion of the net sales proceeds from the sale of the defaulting Participant's share of Non-In Kind Products against the contributions or cash calls not made or met by the defaulting Participant giving rise to such default, plus interest owed thereon, until the same has been paid in full;

B. in the event that a non-defaulting Participant has elected to make a Cover Payment, the Manager shall on demand from the non-defaulting Participant, pay from the net sales proceeds from the sale

of the defaulting Participant's share of Non-In Kind Products directly to the non-defaulting Participant who advanced the applicable Cover Payment, all or any portion of the Cover Payment, together with accrued and unpaid interest thereon, that may be outstanding, as payment by the defaulting Participant until the same has been paid in full;

(ii) until RTEC has received reimbursement in full of the DIAM Carried Interest Costs, together with any interest owed thereon in accordance Section 8.10(g):

A. the Manager shall, for and on behalf of DIAM, pay directly to RTEC, all or any portion of the DIAM Carried Interest Costs, together with accrued and unpaid interest thereon, that may be outstanding, as payment by DIAM, in full or partial satisfaction of any such DIAM Carried Interest Costs, together with any accrued but unpaid interest thereon, provided that such payments may only be made as follows:

I. in respect of net sales proceeds received during the period from and after the Commencement of Commercial Production up to and including the first anniversary of the Commencement of Commercial Production, not more than 50% of the net sales proceeds received from the sale of DIAM's share of such Non-In-Kind Products shall be applied towards the repayment of the DIAM Carried Interest Costs and payment of any accrued and unpaid interest thereon;

II. in respect of net sales proceeds received during the period commencing on the day following the first anniversary of the Commencement of Commercial Production up to and including the second anniversary of the Commencement of Commercial Production, not more than 65% of the net sales proceeds received from the sale of DIAM's share of such Non-In-Kind Products shall be applied towards the repayment of the DIAM Carried Interest Costs and payment of any accrued and unpaid interest thereon; and

III. in respect of net sales proceeds received during the period from and after the day following the second anniversary of the Commencement of Commercial Production, not more than 80% of the net sales proceeds received from the sale of DIAM's share of such Non-in Kind Products shall be applied towards the repayment of the DIAM Carried Interest Costs and payment of any accrued and unpaid interest thereon,

in each case only until RTEC has received reimbursement in full of the DIAM Carried Interest Costs and payment of any interest owed thereon in accordance Section 8.10(g), whether pursuant to this Section 11.3(b)(ii)A or otherwise in accordance with this Agreement; and

B. notwithstanding Section 11.3(b)(ii)A, in the case of an Insolvency Event of DIAM, whether occurring before or after the Commencement of Commercial Production, the Manager shall, for and on behalf of DIAM, pay directly to RTEC, 100% of the net sales proceeds received from the sale of DIAM's share of such Non-In Kind Products which payments shall be applied towards repayment of the DIAM Carried Interest Costs and payment of any accrued and unpaid interest thereon until RTEC has received reimbursement in full of the DIAM Carried Interest Costs and payment of any interest owed thereon in accordance Section 8.10(g), whether pursuant to this Section 11.3(b)(ii)B or otherwise in accordance with this Agreement; and

(iii) in the event of, and during the continuance of any Involuntary Insolvency Event or Insolvency Event of a Participant, in addition to any rights and obligations of the Manager under Sections 11.3(b)(i) and 11.3(b)(ii) above, any remaining or further net sales proceeds received from the sale of such Participant's share of Non-in Kind Products shall not be paid to such Participant but rather will be retained by the Manager and applied and distributed as follows: (A) the Manager shall use any such monies to satisfy from time to time any monetary obligations of such Participant under this Agreement that become due during the continuance of such Involuntary Insolvency Event and/or Insolvency Event of a Participant, and (B) as soon as all such Involuntary Insolvency Events and Insolvency Events of such Participant cease, the Manager shall immediately pay to such Participant all remaining monies that the Manager then holds for such Participant in accordance with this Section 11.3(b)(iii).

Each Participant acknowledges and agrees that in the event of, and during the continuance of, an Involuntary Insolvency Event or an Insolvency Event in respect of such Participant, it will not directly or indirectly: (A) claim or assert the right to take or receive any of the net sales proceeds retained by the Manager in accordance with the paragraph (iii) above; or (B) claim, assert or take a position that such funds retained by the Manager are not necessary for the benefit of the Venture.

(c) For the purposes of Section 11.3, "net sales proceeds" means the proceeds received from the sale of such Non-In-Kind Products after deducting all actual and incurred costs of sale of diamonds including: (i) all customs clearance costs, including all import-export taxes, tariffs and duties and all costs associated with the Kimberly Process certification; (ii) all costs of cleaning and sorting the Non-In-Kind Products; (iii) all marketing and sales costs of the Manager including its sales

commission; (iv) all third party marketing and sales costs including the costs of holding auctions; (v) withholdings for the payment of all applicable taxes, duties and/or royalties payable on or with respect to Non-In-Kind Products including royalties payable under the Crown Mineral Regulation (*The Crown Minerals Act*) but excluding income tax; and (vi) the costs of transportation, storage, insurance and security.

(d) The Manager is hereby irrevocably authorized (both before and after default) to carry out the activities set forth in this Section 11.3.

12. TERMINATION

12.1 Termination by Management Committee. This Agreement shall terminate as expressly provided in this Agreement, unless earlier terminated by written agreement.

12.2 Continuing Obligation. On termination of this Agreement, the Participants remain liable for Continuing Obligations hereunder until final settlement of all accounts and for any liability, whether it accrues before or after termination, if it arises out of Operations during the term of this Agreement, subject to Section 5.8.

12.3 Disposition of Assets on Termination. Promptly after termination of this Agreement (but for certainty not in the case where this Agreement is terminated pursuant to Section 10.1), the Manager shall take all action necessary to wind up the activities of the Venture, and charge all costs and expenses incurred in connection with the termination to the Venture. The Manager shall first pay, apply or distribute the Assets in satisfaction of all liabilities of the Venture to third parties and then to satisfy any debts, obligations, or liabilities owed to the Participants. Before distributing any funds or Assets to Participants, the Manager may segregate amounts that, in the Manager's reasonable judgment, are necessary to discharge Continuing Obligations or to purchase for the account of Participants, bonds or other securities for the performance of such obligations. Thereafter, the Manager shall distribute any remaining cash and all other Assets in undivided interests to the Participants in accordance with their respective Participating Interests unless otherwise provided herein or otherwise agreed. A Participant whose Participating Interest has been terminated pursuant to Section 10.1 of this Agreement is not entitled to a distribution of any interest in Products, the Assets or proceeds from the sale thereof.

12.4 Right to Data after Termination. After termination of this Agreement, each Participant may obtain copies of all information acquired hereunder before the effective date of termination if not previously furnished to it. This Section 12.4 is not applicable if the Agreement is terminated pursuant to Section 10.1.

12.5 Continuing Authority. On termination of this Agreement, the Manager has the power and authority, subject to control of the Management Committee, if any, to do all things on behalf of the Participants that are reasonably necessary or convenient to:

(a) wind-up Operations; and

(b) complete any transaction and satisfy any obligation (including without limitation obligations related to environmental reclamation and remediation), unfinished or

unsatisfied, at the time of such termination, if the transaction or obligation arises out of Operations prior to such termination.

The Manager has the power and authority to grant or receive extensions of time or change the method of payment of an already existing liability or obligation, prosecute and defend actions on behalf of the Participants and the Venture, mortgage Assets, and take any other reasonable action in any matter with respect to which the former Participants continue to have, or appear or are alleged to have, a common interest or a common liability.

13. ACQUISITIONS WITHIN AREA OF INTEREST

13.1 General. The Manager shall make all acquisitions within the Area of Interest pursuant to an adopted Program and Budget for the benefit of the Venture. If the Manager acquires or has the right to acquire any interest in any mining claim, licence, lease, grant, concession, permit, patent or other mineral property or surface rights or water rights ("**Acquired Rights**") within the Area of Interest during the term of this Agreement, such Acquired Rights become part of the Properties for purposes of this Agreement. If the acquisition is other than pursuant to an adopted Program and Budget, the provisions of Sections 13.2 to 13.5 shall apply.

13.2 Notice to Non-acquiring Participant. Within ten days after the staking or acquisition of any Acquired Rights by the Manager (or the other Participant on the written direction of the Manager) otherwise than pursuant to an approved Program, the Manager (or, if applicable, the other Participant) shall notify the Management Committee of such staking or acquisition. Such Notice shall describe in detail the staking or acquisition, the Acquired Rights, and the cost thereof. In addition to such Notice, the Manager (or, if applicable, the other Participant) shall make any and all information concerning the Acquired Rights available for inspection by the Management Committee.

13.3 Option Exercised. If, within 30 days after receiving such Notice, the Management Committee notifies the Manager of its election to accept a proportionate interest for all Participants in the Acquired Rights equal to their respective Participating Interests, the Manager (or, if applicable, the other Participant) shall convey to the Participants such a proportionate undivided interest therein. The Acquired Rights shall become a part of the Properties for all purposes of this Agreement. The non-acquiring Participant shall promptly pay to the acquiring Participant its proportionate share of the latter's actual out-of-pocket staking or acquisition costs.

13.4 Option Not Exercised. If the Management Committee does not give such Notice within the 30 day period set forth in Section 13.3, the non-acquiring Participant have no interest in the Acquired Rights, and the Acquired Rights are not a part of the Properties or subject to this Agreement.

13.5 No Acquisitions by Non-Manager. Except on the written direction of the Manager, a Participant who is not the Manager, or any Affiliate of such Participant, shall not at any time during the term of this Agreement, stake or otherwise acquire directly or indirectly any interest or right to acquire any interest in any mining claim, licence, lease, grant,

concession, permit, patent or other mineral property or surface rights or water rights located wholly or partly within the Area of Interest.

14. ABANDONMENT AND SURRENDER OF PROPERTIES

14.1 Surrender or Abandonment of Properties. The Management Committee may authorize the Manager to surrender or abandon part or all of the Properties, in a manner consistent with any agreement under which such Properties were acquired. If the Management Committee authorizes any such surrender or abandonment over the objection of a Participant (who objects at the Management Committee), the Participant that desires to abandon or surrender shall assign to the objecting Participant, without cost to the surrendering Participant, all of the surrendering Participant's interest in the property to be abandoned or surrendered, and the abandoned or surrendered property ceases to be part of the Properties.

14.2 Reacquisition. If any Properties are abandoned or surrendered under the provisions of this Article 14, then, unless this Agreement is earlier terminated, no Participant (except a Participant that has objected to an abandonment or surrender) or any Affiliate thereof shall acquire any interest in such Properties for a period of one year following the date of such abandonment or surrender. If a Participant reacquires any Properties in violation of this Section 14.2, the other Participants may elect by Notice to the reacquiring Participant within 45 days after actual Notice of such reacquisition, to have such properties made subject to the terms of this Agreement. In the event such an election is made, the acquired properties are included in the Properties. The reacquiring Participant shall solely bear all costs of reacquisition and such costs are not included for purposes of calculating the Participants' respective Participating Interests.

15. TRANSFER OF INTEREST

15.1 General. Each Participant shall have the right to Transfer to any third party all or any part of its Participating Interest solely as provided in this Article 15.

15.2 Limitations on Free Transferability. The Transfer right of a Participant in Section 15.1 shall be subject to the following terms and conditions:

(a) no transferee of all or any part of the Participating Interest of a Participant has any rights hereunder unless and until the transferring Participant has provided to the other Participant Notice of the Transfer and except as provided in Section 15.2(f), the transferee, effective as of the date of such transfer, has executed and delivered to the transferor and the continuing Participant a written covenant in favour of the transferor and continuing Participant to be bound by the terms of this Agreement in the same manner and to the same extent as the transferring Participant. Subject to Section 15.2(b), upon delivery of such Notice and the transferee's written covenant to the transferor and the other Participant, the transferor will be released from its liabilities attaching to the rights and interests being transferred in the same proportion as the rights and interests transferred;

(b) no Transfer permitted by this Article 15 relieves the transferring Participant of any liability, whether accruing before or after such Transfer, which arises out of Operations conducted prior to such Transfer;

(c) DIAM may not Transfer, or agree to Transfer, less than all of its Participating Interest, without the prior written consent of RTEC, which consent RTEC may withhold in its sole discretion;

(d) in the event of a Transfer of less than all of a Participating Interest, the transferring Participant and its transferee shall act and be treated as one, jointly and severally; and for all purposes of this Agreement including without limitation Sections 5.7 and 6.1 to 6.5, the parts of the Participating Interest held by them respectively will be deemed to be parts of one, indivisible whole;

(e) once a Production Decision has been made and a Development Program and Budget has been adopted in respect of such Production Decision, a Participant who has elected, or is deemed to have elected, to contribute to the Costs of such Development Program and Budget shall be entitled to grant a security interest, mortgage, pledge, lien, charge, or other encumbrance (a "**Permitted Charge**") over the Collateral to a lender or group of lenders or an agent on their behalf (in each instance, a "**Lender**") to secure a loan to the Participant provided that:

(i) the net proceeds of such loan are solely applied by such Participant to fund its participation in such Development Program and Budget pursuant to this Agreement and for no other purpose;

(ii) all costs and expenses of the Participant that grants the Permitted Charge associated with the Permitted Charge are borne by the Participant that grants the Permitted Charge;

(iii) the Permitted Charge shall be in writing and the instrument by which it is granted shall incorporate all provisions as shall be necessary to give effect to this Section 15;

(iv) the Lenders shall have agreed in writing with the other Participant that:

A. such Permitted Charge is subject to the terms of this Agreement and the rights and interests of the other Participant hereunder and without limiting the foregoing, the Permitted Charge shall rank subordinate to any security interests, mortgages, pledges, liens, charges, or other encumbrances the Participants have granted or may grant in favour of each other under this Agreement to secure performance of this Agreement;

B. if any of the Lenders commence or continue any enforcement or realization proceedings on all or any portion of the Permitted Charge, then Section 15.3 shall apply *mutatis mutandis*:

I. to the Lenders, before the Lenders may sell, transfer or acquire the Participating Interest of the Participant that granted the Permitted Charge; and

II. to any receiver or agent, before that receiver or agent may sell or transfer the Participating Interest of the Participant that granted the Permitted Charge.

The Lenders or any receiver or agent, as the case may be, shall notify the other Participant of their intent to Transfer the Participating Interest, and the other Participant shall be offered the right to purchase such Participating Interest as provided in Section 15.3, *mutatis mutandis*;

C. the Lenders and any Person claiming through the Lenders or under the Permitted Charge (including, without limitation, any receiver or receiver and manager) shall upon any realization or other enforcement of the Permitted Charge, be subject to and bound by the provisions of this Agreement, including, without limitation, Section 15.3;

D. upon any realization or other enforcement of the Permitted Charge, the Lenders and any Person claiming through the Lenders or under the Permitted Charge (including, without limitation, any receiver or receiver and manager) will require any purchaser of the Participating Interest from it to enter into an agreement with the other Participant whereby the purchaser assumes the obligations and position of the Participant who granted the Permitted Charge with respect to this Agreement and shall comply with and be bound by the terms and conditions of this Agreement;

E. to the extent that such Permitted Charge extends and applies to the granting Participant's Participating Interest and its interest in the Assets (and proceeds therefrom), such Participating Interests and interest in the Assets may be changed or adjusted from time to time under this Agreement, including as contemplated by Sections 5.6, 5.7 and 9.5; and

F. where the Lenders acquire the Participating Interest as a result of realization or enforcement of the Permitted Charge and thereby becomes a Participant, any direct or indirect change of control of any of the Lenders shall trigger the application of Section 15.3, *mutatis mutandis*, and the Lenders shall notify the other Participant of its intent to Transfer the Participating Interest, and the other Participant shall be offered the opportunity to purchase such Participating Interest as provided in Section 15.3, *mutatis mutandis*;

(f) if a sale or other commitment or disposition of Products or proceeds from the sale of Products by a Participant upon distribution to it pursuant to Article 11 creates, in favour of a third party, a security interest in Products or proceeds therefrom prior to such distribution, such sale, commitment or disposition is subject to the terms and conditions of this Agreement and such Participant shall require such third party

to offer to enter into an agreement with the other Participant, on market terms and otherwise in form and substance satisfactory to the other Participant, acting reasonably (and, if the other Participant accepts such offer, the third party shall be required to enter into such agreement with the other Participant), whereby such third party agrees that such security interest is subject to the terms of this Agreement and the rights and interests of the other Participant hereunder and without limiting the foregoing, that such security interest shall rank subordinate to any security interests, mortgages, pledges, liens, charges, or other encumbrances such Participant has granted in favour of other Participant under this Agreement to secure performance of this Agreement;

(g) the transferring Participant and the transferee shall bear all tax consequences of the Transfer;

(h) nothing in this Article 15 shall prohibit or restrict the grant, creation or existence of any liens, charges or encumbrances which are permitted pursuant to Section 7.2 or 9.6; and

(i) for the purposes of the Notice required under Section 15.3(a), the purchase price for all Transfers must be expressed in U.S. or Canadian dollars, regardless of whether the purchase price calls for the payment of money, and to the extent the purchase price includes property other than Assets, such purchase price must describe the portion of the purchase price attributable to Assets.

15.3 Pre-emptive Right. If a Participant desires to Transfer all or any part of its Participating Interest, the other Participant shall have a pre-emptive right to acquire such interests as provided in this Section 15.3:

(a) if a Participant (the "**Selling Party**") intends to Transfer all or any of its Participating Interest shall promptly notify the other Party (the "**Other Party**") of its intentions. The Notice must state the price and all other pertinent terms and conditions of the intended Transfer, and be accompanied by a copy of the offer or contract for sale. Alternatively, the Selling Party may propose terms of a sale that may be offered to a prospective purchaser. If the consideration for the intended Transfer is, in whole or in part, other than monetary, the Notice must describe such consideration and its monetary equivalent based upon the fair market value of the non-monetary consideration stated in terms of cash or currency, together with information sufficient to establish the basis for such equivalence. The Other Party shall have 45 days from the date such Notice is delivered to notify the Selling Party whether it elects to acquire the offered interest in its entirety for the same consideration, or its monetary equivalent in cash or currency, and on the same terms and conditions as set forth in the Notice. If it does so elect, the Parties shall consummate the Transfer promptly after Notice of such election is delivered to the Selling Party;

(b) if the Other Party does not so elect within the period provided for in Section 15.3(a), the Selling Party has 90 days following the expiration of such period to consummate the Transfer to a third party for the consideration and on terms no less favourable

to it than those offered by it to the Other Party in the Notice required in Section 15.3(a); and

(c) if the Selling Party fails to consummate the Transfer to a third party within the period and in accordance with the requirements set forth in Section 15.3(b), the pre-emptive right of the Other Party in such offered interest is revived. Any subsequent proposal to Transfer such interest is subject to all of the procedures set forth in this Section 15.3.

15.4 Exceptions to Pre-emptive Right. Section 15.3 does not apply to the following:

(a) in the case of RTEC, the transfer of all or any part of its Participating Interest to an Affiliate;

(b) in the case of DIAM, the transfer of all of its Participating Interest to a wholly-owned, subsidiary corporation, provided that DIAM will not be released of any obligations or liabilities hereunder;

(c) an internal corporate consolidation or internal reorganization of a Participant by which the surviving entity possesses substantially all of the stock, or all of the property rights and interests, and is subject to substantially all of the liabilities and obligations of that Participant;

(d) the grant by a Participant of a Permitted Charge provided that the provisions of Section 15.2(e) are complied with; or

(e) a sale or other commitment or disposition of Products or proceeds from sale of Products by a Participant upon distribution to it pursuant to Article 11.

Sections 15.2, 15.3 and 15.4 shall not apply in respect of any Transfer by a Participant of all or part of its Participating Interest if it is then the only Participant which holds a Participating Interest.

15.5 Indirect Transfer By DIAM. If DIAM has transferred all of its Participating Interest to a wholly-owned, subsidiary corporation ("**SubCo**") and for any reason whatsoever, SubCo ceases to be a wholly-owned, subsidiary corporation of DIAM, then DIAM shall notify RTEC of its intent to Transfer the Participating Interest, at a price determined by reference to the price at which the shares of the SubCo were transferred directly or indirectly (adjusted as appropriate if the shares transferred, directly or indirectly, consisted of less than all of the outstanding shares of SubCo, and adjusted as appropriate to take account: (i) other assets held in addition to the Participating Interest; and (ii) liabilities that do not relate to the Participating Interest and that are not extinguished at the time of Transfer), and RTEC may purchase such Participating Interest as provided in Section 15.3, *mutatis mutandis* and DIAM shall cause SubCo to transfer such Participating Interest to RTEC in accordance with the provisions of Section 15.3.

15.6 In the event a Participant (the "**Financing Participant**") determines to create a Permitted Charge in accordance with Section 15.2(e) in connection with a loan permitted by Section 15.2(e), the other Participant shall on request of the Lenders, concurrently with the grant

of the Permitted Charge, provide a written statement to the Lenders: (i) to its actual knowledge, of any known continuing breaches by the Financing Participant under the Agreement; (ii) confirming the current Participating Interest of the Financing Participant; (iii) that no payments are owing pursuant to Section 9.3 by the Financing Participant, or if payments are owing, the aggregate amount owing; and (iv) the aggregate amount, if any of DIAM Carried Interest Costs that remain to be reimbursed.

15.7 RTEC Right to Match. DIAM covenants that it will not enter into any agreement, understanding or arrangement (a "**DIAM Transaction Agreement**") in respect of an Acquisition Proposal (other than a confidentiality agreement in order to furnish information and maintain discussions with a person who the DIAM board of directors determines in good faith could reasonably be expected to lead to an Acquisition Proposal), unless:

(a) DIAM has provided written Notice (the "**Match Notice**") to RTEC of DIAM's intention to enter into the DIAM Transaction Agreement, together with a copy of the proposed DIAM Transaction Agreement and all supporting materials, including any financing documents, supplied to DIAM in connection therewith; and

(b) at the end of the Matching Period, DIAM has either not received a RTEC Match Offer or, if DIAM has received a RTEC Match Offer, the board of directors of DIAM determines in good faith, after consultation with its advisors, that the Acquisition Proposal reflected in the DIAM Transaction Agreement constitutes a Superior Proposal compared to the RTEC Match Offer.

15.8 During the Matching Period:

(a) RTEC will have the right, but not the obligation, to make a binding written offer (the "**RTEC Match Offer**") to match or exceed the offer represented by the Acquisition Proposal, provided that any such RTEC Match Offer must, in the good faith judgment of DIAM's board of directors, after consulting with its advisors: (i) be reasonably capable of being completed in accordance with its terms without undue delay, taking into account all financial, legal, regulatory and other aspects of such offer and the person or group of persons making such offer; and (ii) not require any financing to complete such RTEC Match Offer that has been demonstrated, to the satisfaction of the board of directors of DIAM, to be available; and

(b) DIAM's board of directors shall review any RTEC Match Offer received during the Matching Period that satisfies the criteria set forth in Section 15.8(a) to determine whether the Acquisition Proposal to which such RTEC Match Offer is responding is a Superior Proposal and, if DIAM's board of directors determines:

(i) that such Acquisition Proposal is a Superior Proposal compared to such RTEC Match Offer, DIAM will have the right, but not the obligation, to enter into the DIAM Transaction Agreement; or

(ii) that such Acquisition Proposal is not a Superior Proposal compared to such RTEC Match Offer: (X) DIAM will have the right, but not the obligation, to enter into the RTEC Match Offer, and (Y) for greater certainty, DIAM

shall not be permitted to enter into a DIAM Transaction Agreement in respect of such Acquisition Proposal.

15.9 Each successive amendment to any Acquisition Proposal that results in any modification to the consideration (or value of such consideration) to be received by the holders of DIAM's securities or to any material condition of such Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of Sections 15.7, 15.8 and 15.9 and RTEC shall be afforded an additional five Business Day matching period from the date on which RTEC receives a Match Notice in respect of such amended Acquisition Proposal.

16. CONFIDENTIALITY

16.1 General. The financial terms of this Agreement and all information obtained in connection with the performance of this Agreement are the exclusive property of the Participants and, except as provided in Section 16.2 or a public statement permitted pursuant to Section 8.3(d), the Participants shall not disclose such information to any third party or the public without the prior written consent of the other Participant, which consent shall not be unreasonably withheld. Each Participant agrees to promptly review any proposed request for disclosure or press release made by the other Participant.

16.2 Exceptions. The restrictions in Section 16.1 do not apply to disclosure of information by a Party:

(a) to an Affiliate, provided such Affiliate has agreed with the Party to keep such information disclosed confidential;

(b) to the legal, financial and other advisors of the Party or its Affiliates, or any consultant, contractor or subcontractor, banker, other lender, insurance broker or surety of the Party or its Affiliates, in each case who have a bona fide need to know such information and are bound by their professional obligations, or have otherwise contractually agreed with the Party, to keep such information confidential;

(c) to an applicable Governmental Authority if such disclosure is required in connection with, or for the purposes of, Operations, provided that in each case, if and to the extent permitted by applicable law, the disclosing Party shall give Notice to the other Parties prior to making such disclosure;

(d) pursuant to an order or direction of any court provided that such Party will, if reasonably practicable and permitted by law, first provide the other Parties with prompt written notice so that any other Party may seek a protective order or other appropriate remedy, and provided further that if such protective order or other remedy is not obtained, the Party will, to the extent permitted by applicable law: (i) consult with the other Parties in advance with respect to any such disclosure; (ii) disclose only that portion of such information that it is legally required to disclose; and (iii) exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information;

(e) if the Party is otherwise required by applicable laws or stock exchange rules to make any such disclosure, provided that in each case, the Party complies with the provisions of Section 16.3 and 16.4 of this Agreement;

(f) to any third party to whom the disclosing Party contemplates a Transfer of all or any part of its interest in or to this Agreement or its Participating Interest, provided that such third party has contractually agreed with the disclosing Party to keep such information confidential;

(g) in connection with any legal proceeding that may be commenced with respect to the enforcement of this Agreement, provided that such disclosure shall be subject to such confidentiality procedures as may be reasonably requested by any Party and approved by the applicable arbitrator or the court, as the case may be;

(h) if the information is, at the time of disclosure, already in the public domain, other than as a result of a breach by the Party of its obligations under this Agreement; and

(i) if it is then the only holder of a Participating Interest.

16.3 Public Announcements or Statements.

(a) Prior to issuing any press release or making any public statement that includes information that a Participant is restricted by Section 16.1 from disclosing, a Participant proposing to issue such press release or make such public statement shall make available to the other Participants, not less than one Business Day prior to issuance or publication, the text of such press release or public statement and such other Participants may make suggestions for changes therein. The Participant proposing to make such disclosure shall make such reasonable changes to such proposed news release or public statement as may be timely and reasonably requested by the non-issuing Participants.

(b) Notwithstanding Section 16.3(a), the provisions of Section 16.3(a) shall not apply to any press release or public statement made following the Execution Date by or on behalf of any Participant that reflects disclosure which is consistent with what has, prior to the time of such press release or public statement, already been publicly disclosed by a Participant on or after the Execution Date in accordance with Section 16.3(a).

16.4 Prohibited Public Announcements or Statements. A Participant shall not, without the consent of the other Participants, issue any press release or make any public statement that implies or infers that the non-issuing Participant or Participants endorses or joins the issuing Participant in statements or representations contained in any such press release or public statement.

16.5 Fair Statements. The Participants agree that they shall not disparage or defame the reputation, character, image, products, or services of any other Participant, or the reputation or character of any directors, officers, employees, parents, subsidiaries, affiliates, agents or representatives of a Participant. This provision shall not be construed to apply or impose

any restriction upon the ability or decision of any Participant, or upon that of its parents, affiliates or subsidiaries, to: (a) conduct or not to conduct future negotiations, communications or business with any other person or persons, (b) report accurately and truthfully on the conduct, performance, management or other actions of any other Participant in relation to the Venture or the Properties, (c) comply with any applicable disclosure obligations under applicable laws or stock exchange rules, or (d) seek to enforce any rights under this Agreement or the Resolution Agreement.

16.6 Disclosure of Mineral Inventory. Notwithstanding any provision to the contrary:

(a) the Manager may make any public declaration that contains a determination of the Mineral Inventory in respect of all or any part of the Properties with approval of the Management Committee; and

(b) a Participant who is not the Manager (or whose Affiliate is not the Manager) may not make a public declaration of Mineral Inventory except as provided in this Section 16.6. If a Participant or its Affiliates proposes to make any public declaration that contains a determination of Mineral Inventory, the disclosing Participant shall:

(i) provide written notice to the Manager of its intention to commence evaluation and determination of any Mineral Inventory as soon as reasonably practicable after making a decision to do so;

(ii) promptly meet with the Manager and provide all information reasonably required by the Manager to enable it to independently determine the Mineral Inventory and to test and review the disclosing Participant's information and assumptions;

(iii) provide ongoing resource reports and drafts of the evaluation of those Mineral Inventory to the Manager; and

(iv) provide all other information reasonably required by the Manager to enable it to accurately and effectively review and approve the disclosing Participant's Mineral Inventory determination.

(c) Appointment of Expert. If the Manager does not agree, acting reasonably, with the disclosing Participant's Mineral Inventory determination, then either of them may refer the matter to a mutually agreed independent third party who is appropriately qualified to review and complete its own determination in respect of the Mineral Inventory ("**Expert**"). If the Participants are unable to agree on an Expert, then each of them shall submit to each other the names of three proposed Experts. Each Participant may select one of the other's proposed Experts. The Participant requesting referral to an Expert shall then enter the two names into a lottery and select one of the two names so entered by coin flip. If either Participant fails to provide a list of proposed Experts, the Participant who has provided its list may select a person from its own list to act as the Expert.

(d) Expert Determination Final. The determination of the Expert is final and binding on both Participants. The disclosing Participant may not disclose any information in relation to the Mineral Inventory that is contrary to the Expert's determination, unless directed to do so by its board of directors acting in good faith and on the basis of external legal advice.

(e) Costs of Expert. Unless otherwise agreed, the Participants shall pay the costs of the referee equally.

(f) Declaration Attributed to Disclosing Participant. The disclosing Participant shall attribute any public declaration made only to itself or its Affiliates.

(g) Applicability. The provisions of this Section 16.6 apply to all Mineral Inventory disclosures, including subsequent inventory estimates.

16.7 Duration of Confidentiality. The provisions of this Article 16 apply during the term of this Agreement and for two years following termination of this Agreement pursuant to Section 12.1, and continue to apply to any Party who Transfers its Participating Interest, for two years following the date of such occurrence.

16.8 Disclosure Proviso. In providing approval of a public announcement or statement, a Party does not thereby assume any liability or responsibility for the contents thereof, which is the sole responsibility of the disclosing Party, and the disclosing Party shall indemnify, defend and save harmless the other Party from any costs and liabilities it may incur in that regard. This provision survives expiration or earlier termination of this Agreement.

17. INDEMNITIES

17.1 The Participants, in proportion to their Participating Interests, shall indemnify and hold harmless the Manager and its directors, officers, employees, agents and representatives from and against all claims, debts, demands, suits, actions and causes of action whatsoever, and all losses, damages, fines, penalties, liabilities including without limitation environmental liabilities, costs and expenses (including legal expenses) whatsoever, which may be brought, made against, suffered or incurred by any of them arising out of or in connection with any act or omission after the date hereof of any of the Participants or of the Manager or any of its subcontractors or the employees or agents of any of the Participants, the Manager or any of its subcontractors, unless such act or omission constitutes gross negligence or wilful misconduct on the part of the Manager.

17.2 The Manager shall indemnify and hold harmless the Participants and their directors, officers, employees, agents and representatives from and against all claims, debts, demands, suits, actions and causes of action whatsoever, and all losses, damages, costs and expenses (including legal expenses) whatsoever, which may be brought, made against, suffered or incurred by any of them arising directly from any act or omission after the date hereof of the Manager which constitutes gross negligence or wilful misconduct.

17.3 Notwithstanding anything to the contrary in this Agreement, no Party is liable to another in contract, tort or otherwise for special or consequential damages including, without limiting the generality of the foregoing, loss of profits.

18. GENERAL PROVISIONS

18.1 Notices. All notices, payments, and other required communications ("**Notices**") to the Parties must be in writing, and addressed respectively as follows:

If to RTEC:

Rio Tinto Exploration Canada Inc.
300 – 815 West Hastings Street
Vancouver, BC V6C 1B4
E-Mail: [Redacted]
Subject Line must start with: "[***Redacted***]"
Attention: [***Redacted***]

With a copy to:

[***Redacted***]
Attention: [***Redacted***]
E-Mail: [***Redacted***]

If to DIAM:

Star Diamond Corporation
600, 224 - 4th Avenue South
Saskatoon, SK S7K 5M5
Attn: [***Redacted***]
Email: [***Redacted***]

With a copy to:

[***Redacted***]

Attn: [***Redacted***]
Email: [***Redacted***]

All Notices must be given (1) by personal delivery to the addressee, or (2) by electronic communication, with a confirmation of delivery received, or (3) by registered or certified mail, return receipt requested, or (4) by commercial carrier. All Notices are effective and will be deemed delivered (1) if by personal delivery on the date of delivery if delivered during normal business hours and, if not delivered during normal business hours, on the next Business Day following delivery, (2) if by electronic communication on the next Business Day following receipt of the electronic communication, and (3) if solely by mail

or commercial carrier on the next Business Day after actual receipt. A Party may change its address by Notice to the other Party.

18.2 Time. Time is of the essence of this Agreement.

18.3 Partition. Each of the Parties waives, during the term of this Agreement, any right to partition of the Assets or any part thereof and no Party shall seek or be entitled to partition of the Properties or other Assets whether by way of physical partition, judicial sale or otherwise during the term of this Agreement.

18.4 Waivers. The Parties agree that: (a) the *Land Contracts (Actions) Act* (Saskatchewan) shall have no application to any action (as defined in *The Land Contracts (Actions) Act)* as between the Parties, with respect to this Agreement; and (b) the *Limitation of Civil Rights Act* (Saskatchewan) shall have no application to this Agreement as between the parties, or any mortgage, charge or other security for the payment of money made, given or created by one Party to the other under this Agreement, or any agreement or instrument renewing or extending or collateral to this Agreement, or the rights, powers or remedies under this Agreement.

18.5 Perpetuities. If any provision of this Agreement violates any rule against perpetuities or any related rule against interests that last too long or are not alienable, then any such provision terminates 20 years after the death of the last survivor of all the lineal descendants of His late Majesty King George V of England, living on the date of execution of this Agreement.

18.6 Force Majeure. Except for the obligation to make payments when due hereunder, the obligations of a Party are suspended to the extent and for the period that performance is prevented by any cause, whether foreseeable or unforeseeable, beyond its reasonable control, including without limitation, labour disputes (however arising and whether or not employee demands are reasonable or within the power of the Party to grant); acts of God; Laws, orders, proclamations, instructions or requests of any Governmental Authority; judgments or orders of any court; inability to obtain on reasonable acceptable terms any public or private license, permit or other authorization; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of federal, provincial or local environmental standards; acts of war or conditions arising out of or attributable to war, whether declared or undeclared; riot, civil strife, insurrection or rebellion; interference by environmentalists, Natives or Native rights groups or other activists; fire, explosion, earthquake, mudslide, storm, flood, avalanche, sink holes, volcanic eruption, drought or other adverse weather condition; delay or failure by suppliers or transporters of materials, parts, supplies, services or equipment or by contractors' or subcontractors' shortage of, or inability to obtain, labour, transportation, materials, machinery, equipment, supplies, utilities or services; accidents; breakdown of equipment, machinery or facilities; or any other cause whether similar or dissimilar to the foregoing. The affected Party shall promptly give Notice to the other Party of the suspension of performance, stating therein the nature of the suspension, the reasons therefor, and the expected duration thereof. The affected Party shall resume performance as soon as reasonably possible.

18.7 Modification. No modification of this Agreement is valid unless made in writing and duly executed by the Parties.

18.8 Waiver. The failure of a Party to insist on the strict performance of any provision of this Agreement or to exercise any right, power or remedy upon a breach hereof does not constitute a waiver of any provision of this Agreement or limit that Party's right thereafter to enforce any provision or exercise any right.

18.9 Interpretation and Severability. In the event that any condition, covenant or other provision of this Agreement is held to be invalid or void by any court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and will in no way affect any other condition, covenant or other provision of this Agreement. If such condition, covenant or other provision is invalid due to its scope or breadth, such condition, covenant or other provision will be deemed valid to the extent of the scope or breadth permitted by Law.

18.10 Governing Law and Attornment. This Agreement is governed by and interpreted in accordance with the laws of Saskatchewan and the law of Canada, without regard to principles of conflicts of law that would impose a law of another jurisdiction.

18.11 Disputes/Arbitration. In the event of any dispute, claim or difference between the Parties arising out of or in connection with this Agreement, including any question regarding its subject matter, enforceability, interpretation, effect, existence, validity or termination, or in respect of any legal relationship associated therewith or derived therefrom (the "**Dispute**"), the Parties will first attempt to resolve such Dispute by good faith negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within 7 days from receipt from any Party to the others of Notice of a Dispute, any Party may, by Notice to the others, have such dispute referred to a senior decision-maker of each Party with oversight responsibility for the Venture, who will attempt to resolve such Dispute by good faith negotiation and consultation for a 14 day period following receipt of such written Notice. In the event that such Dispute is not resolved during such 14 day period, such Dispute shall be settled by confidential, final and binding arbitration in accordance with *The Arbitration Act* (Saskatchewan), as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder, in the following manner:

(a) the Dispute shall be resolved by a single arbitrator (the "**Arbitrator**");

(b) failing agreement by the parties, the Arbitrator shall be appointed by the ADR Institute of Canada pursuant to their ADRIC Arbitration Rules (the "**ADRIC Rules**");

(c) the seat of the arbitration shall be Saskatchewan;

(d) the location of the hearings shall be in Saskatoon, Saskatchewan (subject to an alternative agreement by the parties);

(e) the language of the arbitration shall be English;

(f) the arbitration shall be governed by the ADRIC Rules, as amended;

(g) either party may deliver a single Notice to arbitrate for claims arising under either or both the Resolution Agreement and this Agreement and such Notice to arbitrate will be deemed to have validly commenced a single arbitration under both Agreements;

(h) the arbitration award shall be made in writing and shall be final and binding on the parties, and shall deal with the question of costs and all matters related thereto; and

(i) nothing in this Agreement shall prejudice or impair a party's ability to apply to the Court of Queen's Bench of Saskatchewan, or to the Arbitrator, to obtain interim or interlocutory injunctive relief.

18.12 Further Assurances. Each of the Parties shall take from time to time such actions and execute such additional instruments as may be reasonably necessary or convenient to implement and carry out the intent and purpose of this Agreement.

18.13 Survival of Terms and Conditions. The following Articles and Sections survive the termination of this Agreement, other than pursuant to Section 10.1, to the full extent necessary for their enforcement and the protection of the Participant in whose favour they run: Sections 2.1, 2.2, 4.1, 4.2, 5.8, the indemnities in Sections 7.2(m) and 7.2(n), Articles 9 and 12, the provisions of Section 9.6 as they apply to the grant by DIAM of the mortgage and security interest in the Royalty Agreement if and when entered into and all right, title and interest of the Royalty Holder under the Royalty Agreement, Sections 14.1, 15.2(b), 16.7, 16.8 and Article 17.

18.14 Inurement. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

[Remainder of Page is Intentionally Left Blank]

The Parties have executed this Agreement as of the date first above written.

RIO TINTO CANADA EXPLORATION INC.

By: _(signed) [*Redacted*] ___

Its: _[*Redacted*]___

STAR DIAMOND CORPORATION

By: _(signed) [*Redacted*] __

Its: _[*Redacted*]___

SCHEDULE A

Attached to and forming part of a
Joint Venture Agreement between
Rio Tinto Exploration Canada Inc. and Star Diamond Corporation

THE PROPERTIES AND AREA OF INTEREST

Part 1 - The Properties

Mining Claims

[*Redacted; commercially sensitive information – description of mining claims*]

[*Redacted; commercially sensitive information – description of mining claims*]

[*Redacted; commercially sensitive information – description of mining claims*]

[*Redacted; commercially sensitive information – description of mining claims*]

[*Redacted; commercially sensitive information – description of mining claims*]

[*Redacted; commercially sensitive information – description of mining claims*]

[*Redacted; commercially sensitive information – description of mining claims*]

[*Redacted; commercially sensitive information – description of mining claims*]

[*Redacted; commercially sensitive information – description of mining claims*]

[*Redacted; commercially sensitive information – description of mining claims*]

[*Redacted; commercially sensitive information – description of mining claims*]

Surface Leases

[*Redacted; commercially sensitive information – description of Surface Leases*]

[*Redacted; commercially sensitive information – description of Surface Leases*]

Part 2 – Area of Interest

The Area of Interest is the area within the boundaries of the Properties as depicted on the attachment.

[*Redacted; commercially sensitive information – map of area of interest*]

SCHEDULE B

Attached to and forming part of a
Joint Venture Agreement between
Rio Tinto Exploration Canada Inc. and Star Diamond Corporation

ACCOUNTING PROCEDURE

1. **General Provisions**

1.1 General Accounting Records. The Manager shall maintain accounting records, prepared in accordance with this Accounting Procedure and generally accepted accounting principles consistently applied, sufficient to provide a record of revenues and expenditures and periodic statements of financial position and the results of operations for managerial, tax, regulatory or other financial reporting purposes. Such records shall be retained for the duration of the period allowed the Participants for audit or the period necessary to comply with tax or other regulatory requirements. The records shall reflect all obligations, advances and credits of the Participants.

1.1. Bank Accounts. The Manager shall maintain one or more separate bank accounts for the payment of all expenses and the deposit of all cash receipts.

1.2. Statements and Billings. The Manager shall prepare statements and bill the Participants as provided in Article 9 of the Agreement. Payment of any such billings by any Participant, including the Manager, does not prejudice its right to protest or question the correctness thereof for a period not to exceed 24 months following the calendar year during which such billings were received by the Participant. All written exceptions to and claims upon the Manager for incorrect charges, billings or statements must be made upon the Manager within such 24 month period. The time period permitted for adjustments hereunder does not apply to adjustments resulting from periodic inventories as provided in Article 5.

2. **CHARGES TO JOINT ACCOUNT**

The Manager shall charge the Joint Account with and the Participants shall pay all costs and expenses incurred or paid by the Manager pursuant to the Agreement to carry out adopted Programs or otherwise, including without limitation:

2.1. Rentals, Royalties and Other Payments. All property acquisition and holding costs, including filing fees, license fees, costs of permits and assessment work, production royalties, including any required advances, and all other payments made by the Manager which are necessary to acquire or maintain title to the Assets.

2.2. Labour and Employee Benefits.

2.2.1. Salaries and wages of the Manager's or the Manager's Affiliates' employees directly engaged in Operations, including salaries or wages of employees who are temporarily assigned to the Manager.

2.2.2. The Manager's costs of holiday, vacation, sickness and disability benefits, and other customary allowances applicable to the salaries and wages chargeable under Sections 2.2.1 and 2.12. Such costs may be charged on a "when and as paid basis" or by "percentage assessment" on the amount of salaries and wages.

2.2.3. The Manager's actual cost of established, establishing or participating in plans for employees' group life insurance, hospitalization, pension, retirement, stock purchase, thrift, bonus and other benefit plans of a like nature applicable to salaries and wages chargeable under Sections 2.2.1 and 2.12.

2.2.4. Cost of assessments imposed by a Governmental Authority that are applicable to salaries and wages chargeable under Sections 2.2.1 and 2.12, including all penalties.

2.3. Fixed Assets, Materials, Equipment and Supplies.

2.3.1. All capital costs of developing and operating the Properties as a mine including all costs of land, construction, equipment and mine development including maintenance, repairs and replacements, and any capital expenditures relating to an improvement, expansion, modernization or replacement of the facilities.

2.3.2. The cost of materials, equipment and supplies ("Material") purchased from unaffiliated third parties or furnished by the Manager.

2.4. Equipment and Facilities Furnished by Manager. The cost of machinery, equipment and facilities owned by the Manager and used in Operations or used to provide support or utility services to Operations charged at rates no less favourable than those reasonably available from arm's length third parties.

2.5. Transportation. Reasonable transportation costs incurred in connection with the transportation of employees and material necessary for the Operations.

2.6. Contract Services and Utilities. The cost of contract services and utilities procured from outside sources. If contract services are performed by the Manager or an Affiliate thereof, the cost charged to the Joint Account shall not be greater than that for which comparable services and utilities are available in the open market within the vicinity of the Operations.

2.7. Insurance Premiums. Net premiums paid for insurance required to be carried for Operations for the protection of the Manager and the Participants. Where the Manager may self-insure pursuant to the provisions of the Joint Venture Agreement for property, liability, Workmen's Compensation and/or Employer's Liability or other risk under the Joint Venture Agreement, the Manager may elect to include such risks in its self-insurance program and charge to the Joint Venture Account as its costs of self-insuring such risks an amount equal to the premium it would have paid had it secured and maintained a substantially similar policy or policies of insurance on a competitive bid basis in the amount of such coverage. If self-insurance is selected, the Manager shall provide to the Participants statements as to the extent and limits of such self-insurance and the basis for the charges to the Joint Account.

2.8. Damages and Losses. All costs in excess of insurance proceeds necessary to repair or replace damage or losses to any Assets resulting from any cause. The Manager shall furnish the Management Committee with written notice of damages or losses as soon as practicable after a report thereof has been received by the Manager.

2.9. Legal and Regulatory Expense. All legal and regulatory costs and expenses incurred in or resulting from the Operations or necessary to protect or recover the Assets, including the salary and benefits of Manager's legal staff.

2.10. Audit. Cost of annual audits.

2.11. Taxes. All taxes (except income taxes) of every kind and nature assessed or levied upon or in connection with the Assets, the production of Products or Operations, which have been paid by the Manager for the benefit of the Participants. Each Participant is separately responsible for income taxes attributable to its Participating interest.

2.12. District and Camp Expense (Field Supervision and Camp Expenses). A pro rata portion of (i) the salaries and expenses of the Manager's superintendent and other employees serving Operations whose time is not allocated directly to such Operations, (ii) the costs of maintaining and operating an office (herein called "the Manager's Project Office") and any necessary suboffice for Operations, and (iii) all camps including housing facilities for employees used for Operations. The expense of those facilities less any revenue therefrom, include depreciation or a fair monthly rental in lieu of depreciation of the investment. The total of such charges for all properties served by the Manager's employees and facilities shall be apportioned to the Joint Account on the basis of the Manager's best estimate of the proportionate amount of such expenses incurred for the benefit of the Venture.

2.13. Contingency Fund.

Amounts required by Section 8.7 of the Agreement to be contributed to the Contingency Fund.

2.14. Administrative Charge.

2.14.1. Each month, the Manager shall charge the Joint Account a sum for each phase of Operations as provided below, which is a liquidated amount to reimburse the Manager and its Affiliates for its office overhead, and general and administrative expenses, and which shall be in lieu of any other management fee:

2.14.1.1. Exploration Phase -[***Redacted***] of Allowable Costs;

2.14.1.2. Development Phase - [***Redacted***] of Allowable Costs; and

2.14.1.3. Mining Phase - [***Redacted***] of Allowable Costs.

2.14.2. The term "Allowable Costs" as used in this Section 2.14 for a particular phase of Operations means all charges to the Joint Account excluding (i) the administrative charge referred to herein; and (ii) amounts charged in accordance with Sections

2.1 and 2.9. The Manager shall attribute such Allowable Costs to a particular phase of Operations by applying the following guidelines:

2.14.2.1. The "Exploration Phase" covers those activities directed toward ascertaining the existence, location, quality or commercial value of deposits of Products. Such phase includes all activities undertaken through the completion of the Feasibility Study, if any, but does not include construction of milling or processing facilities or commencement by commercial mining operations on the Properties.

2.14.2.2. The "Development Phase" covers those activities conducted to prepare for removal and recovery of Products (including from an existing ore body), and to construct or install a mill or any other improvements to be used for the mining, extracting, producing, handling, milling, processing or other beneficiation of Products.

2.14.2.3. The "Mining Phase" includes mining, extracting, producing, handling, milling or other processing of Products and all other activities not otherwise covered above, including activities conducted after mining operations have ceased.

2.15. Other Expenditures. Any reasonable direct expenditure, other than expenditures which are covered by the foregoing provisions, incurred by the Manager for the necessary and proper conduct of Operations.

3. BASIS OF CHARGES

3.1. Purchases. The Manager shall charge at invoiced cost the Joint Account for material purchased and services procured from third parties, including applicable transfer taxes, less all discounts received. In the case of material purchased or services acquired from a Participant or an Affiliate of the Manager, the Manager shall reasonably determine the fair market value of such material or services and charge the Joint Account for such costs, including any premiums for short supply or remote location or other special factors.

3.2. Warranty of Material Furnished by the Manager. The Manager does not warrant the material furnished beyond any dealer's or manufacturer's warranty and shall not credit the Joint Account for defective material until adjustments are received by the Manager from the dealer, manufacturer or their respective agents.

4. DISPOSAL OF MATERIAL

4.1. Distribution to Participants. The Manager shall distribute any material to the Participants in proportion to their respective Participating Interests, and make corresponding credits to the Joint Account, as determined by the Manager.

4.2. Sales. The Manager shall credit to the Joint Account, at the net amount received, any sales of material to third parties and charge back to the Joint Account, if and when paid, any damages or claims by the purchaser.

5. **Inventories**

5.1. Periodic Inventories, Notice and Representations. At reasonable intervals, the Manager shall take inventories, which must include all such Material as is ordinarily considered controllable by operators of mining properties. The Manager shall charge to the Joint Account the expense of conducting such periodic inventories.

5.2. Reconciliation and Adjustment of Inventories. The Manager shall make inventory adjustments for averages and shortages, but the Manager is accountable to the Venture only for shortages due to gross negligence.

6. **Credits**

6.1. The Manager shall credit the Joint Account with revenues received by the Manager as such including, for example:

6.1.1. collection of insurance proceeds related to the Joint Operations when the insurance premiums have been charged to the Joint Account;

6.1.2. sales of property, plant, equipment and materials of the Joint Operations in the normal course of the day-to-day business;

6.1.3. rentals received, refunds of custom duties or transportation claims, rebates, and other credits pertaining to Joint Operations;

6.1.4. credits received from third parties for the use of facilities or services of the Joint Operations;

6.1.5. refunds for defective equipment when the Operator receives the corresponding payments from the manufacturers or agents; and

6.1.6. any other credits for materials recovery or from other sources which correspond to the Joint Account.

SCHEDULE C

Attached to and forming part of
a Joint Venture Agreement between
Rio Tinto Exploration Canada Inc. and Star Diamond Corporation

GROSS OVERRIDING ROYALTY AGREEMENT

This Royalty Agreement (this "**Agreement**") is effective as of _____, _____ (the "**Effective Date**") and is between _____ (**"Grantor**") and _____ ("**Royalty Holder**"). Grantor and Royalty Holder are referred to individually as a "**Party**" and collectively as the "**Parties**".

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other valuable consideration, the Parties agree as follows:

1. DEFINITIONS & EXHIBITS

1.1. "**Affiliate**" means any corporation which directly or indirectly Controls, is Controlled by, or is under common Control with, a Party. The term "**Control**" as used in this section means the rights to the exercise of more than 50% of the voting rights attributable to the shares of the controlled corporation.

1.2. **"Appraised Value"** means the fair market value in Canadian dollars of the Diamonds after they have been cleaned and sorted, determined as provided in Sections 2.2 and 2.3, with no deductions for costs or expenses of any nature or kind.

1.3. **"Business Day"** means any day other than a Saturday, Sunday or a statutory holiday in Saskatchewan, Canada or Salt Lake City, Utah, USA.

1.4. **"Commencement of Commercial Production"** has the meaning ascribed thereto in the Joint Venture Agreement.

1.5. "**DIAM Carried Interest Costs**" has the meaning ascribed thereto in the Joint Venture Agreement.

1.6. **"Diamonds"** means rough diamonds that are produced from the Properties and the tailings from the Properties (to the extent that the Grantor is entitled by law to diamonds produced from the tailings) after the Effective Date.

1.7. **"Gross Overriding Royalty"** is defined in Section 2.1.

1.8. "**Insolvency Event**" means, in respect of the Royalty Holder, an event where:

(a) the Royalty Holder suffers a Voluntary Insolvency Event, or

(b) the Royalty Holder suffers an Involuntary Insolvency Event and, regardless of whether such Involuntary Insolvency Event has ceased or is continuing, the Court

overseeing the proceeding giving rise to the Involuntary Insolvency Event has granted substantially the relief sought by the creditor or other party that commenced such proceeding and the Court order providing such relief has not been set aside, reversed, made ineffective or otherwise discharged, as the case may be, within 60 days of such order being made.

1.9. "**Involuntary Insolvency Event**" means, in respect of the Royalty Holder, any creditor or other party commencing and serving on the Royalty Holder any proceeding against the Royalty Holder: (a) for the appointment of a receiver, interim receiver, receiver/manager, trustee in bankruptcy, liquidator, custodian, sequestrator or similar person over any material part of the Royalty Holder's property; (b) for its winding-up, restructuring, liquidation, dissolution or an assignment in bankruptcy; or (c) seeking its reorganization, rearrangement, restructuring, or protection from creditors or other similar relief under the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors Arrangement Act* (Canada) or any similar Canadian law now or hereafter in effect or any applicable bankruptcy, insolvency or similar law of any other jurisdiction now or hereafter in effect, provided that an Involuntary Insolvency Event in respect of the Royalty Holder shall, for the purposes of this Agreement, be considered to have ceased and be no longer continuing if:

(a) such proceeding has been discontinued or dismissed; or

(b) the Court has granted substantially the relief sought in such proceeding but such relief has been set aside, reversed, made ineffective or otherwise discharged; or

(c) (i) 120 days have elapsed since such proceeding was commenced and served, (ii) the Court overseeing such proceeding has not granted substantially the relief sought by the creditor or other party in such proceeding, and (iii) the Royalty Holder has actively and in good faith taken, and continues to take, reasonable steps to have such proceeding discontinued or dismissed.

1.10. **"Joint Venture Agreement"** means the Joint Venture Agreement between Rio Tinto Exploration Canada Inc. and Star Diamond Corporation made effective November 6, 2019, as amended;

1.11. **"Package of Diamonds"** is defined in Section 2.2.

1.12. **"Person"** means an individual, corporation, trust, partnership, limited liability company, joint venture, unincorporated organization, firm, estate, governmental authority or any agency or political subdivision thereof, or other entity.

1.13. **"Prime Rate"** means the annual rate of interest publicly announced by The Royal Bank of Canada at its principal office in Saskatoon, Saskatchewan as its reference rate for determining floating rates of interest for loans made by it in Canadian Dollars to Canadian borrowers.

1.14. **"Properties"** means the mineral dispositions described in Schedule A to this Agreement, all of which were issued under *The Crown Minerals Act* (Saskatchewan), and any claims,

leases or other form of mineral tenure which may replace the same.

1.15. **"Transfer"** means any sale, grant, assignment, conveyance or other transfer.

1.16. **"Valuator"** is defined in Section 2.2.

1.17. "**Voluntary Insolvency Event**" means, in respect of the Royalty Holder, an event where the Royalty Holder passes a resolution or commences proceedings for its winding-up, liquidation, or dissolution or an assignment in bankruptcy, or consents to the institution or filing of any petition or proceedings with respect thereto, or consents to the appointment of a receiver, interim receiver, receiver/manager, trustee in bankruptcy, liquidator, custodian, sequestrator or similar person over any material part of Royalty Holder's property, or commences any proceeding seeking reorganization, rearrangement, restructuring, or similar relief or protection from creditors under the *Bankruptcy and Insolvency Act* (Canada), the *Companies Creditors Arrangement Act* (Canada) or any similar Canadian law now or hereafter in effect or any applicable bankruptcy, insolvency or similar law of any other jurisdiction now or hereafter in effect.

1.18. **"$"** means Canadian dollars.

1.19. Schedule A is incorporated into and forms part of this Agreement.

2. GRANT, COMPUTATION AND PAYMENT OF GROSS OVERRIDING ROYALTY

2.1. **Grant and Computation.** Grantor hereby grants and shall pay to Royalty Holder a gross overriding royalty ("**Gross Overriding Royalty**") in respect of the Diamonds, to be calculated and paid in accordance with this Agreement. To compute the Gross Overriding Royalty, Grantor shall multiply the Appraised Value of all Diamonds that are produced from the Properties by 1.0%, in each case for the immediately preceding calendar quarter.

2.2. **Valuation.** For the purpose of determining the Appraised Value of Diamonds, Grantor shall, at its expense, appoint a valuator ("**Valuator**") who is independent of Grantor and duly qualified and accredited. Grantor shall cause the Valuator to sort, grade and value the Diamonds at the minesite on the Properties or other location in Saskatchewan not less frequently than once in each calendar quarter (all Diamonds valued by the Valuator at a particular time are referred to as "**Package of Diamonds**"). Grantor shall give Royalty Holder not less than 15 days' Notice of the date, time and place at which each such valuation will take place, and Royalty Holder may be present at and observe the valuation with, if it so elects, a diamond valuator of its selection. Grantor shall afford Royalty Holder and its valuator with such access to the Package of Diamonds and to the Valuator as is necessary to ensure that Royalty Holder is able to form its own view as to the value of the Package of Diamonds individually and in the aggregate. Grantor shall cause the Valuator to value the Diamonds in accordance with industry price books, standards and formulas and in accordance with industry standards, having regard to, but without limiting the generality of the foregoing, the commercial demand for the Diamonds and their grades, colours, sizes and clarity and to provide a report in reasonable detail to Grantor and Royalty Holder showing its conclusions as to the Appraised Value of the Package of Diamonds

individually and in the aggregate.

2.3. **Dispute.** Upon receipt of the Valuator's report showing the Appraised Value of a Package of Diamonds, Royalty Holder will have 15 days to give Notice to Grantor of a dispute of the Appraised Valuation. If Royalty Holder does not give Notice of dispute, the Appraised Value of the Package of Diamonds referred to in the report is final. If Grantor gives Notice of dispute, the Parties shall settle the dispute through arbitration in accordance with the procedures in Section 4.1. The final arbitration decision regarding the value of the Package of Diamonds will be final.

2.4. **Payment.** Grantor shall calculate and pay to Royalty Holder the Gross Overriding Royalty in respect of each Package of Diamonds in Canadian dollars within 60 days after the Appraised Value of the Package of Diamonds has been determined in accordance with Section 2.2 or, if applicable, Section 2.3.

2.5. **Possession.** Grantor shall retain possession of each Package of Diamonds at the minesite on the Properties or at a location in Saskatchewan and may not sell or otherwise dispose of any such Package of Diamonds or commingle the Package of Diamonds with other diamonds unless the Appraised Value of the Package of Diamonds has been determined in accordance with Section 2.2 or, if applicable, Section 2.3.

2.6. **Royalty Return.** If from time to time, the Grantor files a royalty return under the Crown Mineral Royalty Regulations pertaining in whole or in part to Diamonds, it will concurrently with such filing deliver a copy of the return to the Royalty Holder.

3. OPERATIONS

3.1. **Operations**. Grantor has sole authority to make all decisions concerning methods, the extent, times, procedures and techniques of any (i) exploration, development and mining related to the Properties, (ii) leaching, milling, processing or extraction treatment and (iii) materials to be introduced on or to the Properties or produced therefrom and all decisions concerning the sale of disposition of Diamonds from the Properties.

4. DISPUTES

4.1. **Arbitration.** In the event of any dispute, claim or difference between the Parties arising out of or in connection with this Agreement, including any question regarding its subject matter, enforceability, interpretation, effect, existence, validity or termination, or in respect of any legal relationship associated therewith or derived therefrom (the "**Dispute**"), the Parties will first attempt to resolve such Dispute by good faith negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within 7 days from receipt from any Party to the other of Notice of a Dispute, any Party may, by Notice to the other Party, have such dispute referred to a senior decision-maker of each Party with oversight responsibility for the Party's interests under this Agreement, who will attempt to resolve such Dispute by good faith negotiation and consultation for a 14 day period following receipt of such written Notice. In the event that such Dispute is not resolved during such 14 day period, such Dispute shall be settled by confidential, final and binding arbitration in accordance with *The Arbitration Act* (Saskatchewan), as amended

from time to time and includes any successor legislation thereto and any regulations promulgated thereunder, in the following manner:

(a) the Dispute shall be resolved by a single arbitrator (the "**Arbitrator**");

(b) failing agreement by the Parties, the Arbitrator shall be appointed by the ADR Institute of Canada pursuant to their ADRIC Arbitration Rules (the "**ADRIC Rules**");

(c) the seat of the arbitration shall be Saskatchewan;

(d) the location of the hearings shall be in Saskatoon, Saskatchewan (subject to an alternative agreement by the Parties);

(e) the language of the arbitration shall be English;

(f) the arbitration shall be governed by the ADRIC Rules, as amended;

(g) either Party may deliver a single Notice to arbitrate for claims arising under either or both the Joint Venture Agreement and this Agreement and such Notice to arbitrate will be deemed to have validly commenced a single arbitration under both Agreements;

(h) the arbitration award shall be made in writing and shall be final and binding on the Parties, and shall deal with the question of costs and all matters related thereto; and

(i) nothing in this Agreement shall prejudice or impair a Party's ability to apply to the Court of Queen's Bench of Saskatchewan, or to the Arbitrator, to obtain interim or interlocutory injunctive relief.

5. GENERAL

5.1. **Right to Inspect.** Royalty Holder or its authorized representative on reasonable Notice to Grantor, may enter upon all surface and subsurface portions of the Properties for the purpose of inspecting the Properties, all improvements thereto and operations thereon, and may inspect and copy all records and data pertaining to the computation of its interest, including without limitation such records and data that are maintained electronically. Royalty Holder or its authorized representative enter the Properties at Royalty Holder's own risk and may not unreasonably hinder operations on or pertaining to the Properties. Royalty Holder shall indemnify and hold harmless Grantor and its Affiliates (including without limitation direct and indirect parent companies), and its or their respective directors, officers, shareholders, employees, agents and attorneys, from and against any liabilities imposed upon, asserted against or incurred by any of them by reason of injury to Royalty Holder or any of its agents or representatives caused by Royalty Holder's exercise of its rights herein, excluding any injury or death resulting from the gross negligence of Grantor or its Affiliates on the Properties,

5.2. **Notices.**

(a) The Parties shall send all notices and other required communications ("**Notices**") in writing and addressed respectively as follows:

If to Royalty Holder:

_____

_____

_____

If to Grantor:

_____

_____

_____

with a copy to:

_____

_____

_____

(b) The Parties shall give all Notices (i) by personal delivery, (ii) by electronic communication, with a receipt confirmation, or (iii) by registered or certified mail or express courier return receipt requested or by commercial courier. All Notices are effective and will be deemed delivered (i) if by personal delivery, on the date of delivery if delivered during normal business hours, and, if not delivered during normal business hours, on the next Business Day following delivery, (ii) if by electronic communication, on the next Business Day following delivery receipt confirmation, and (iii) if solely by mail or by express courier, on the next Business Day after actual receipt. A Party may change its address by notice to the other Party.

5.3. **Payments.** Grantor shall make all payments to Royalty Holder by bank draft or wire transfer in immediately available funds to a bank account as designated by Royalty Holder in writing, Grantor will not be in default and the time for making such payment will be extended, if, at the time such payment is otherwise due, wire transfer facilities are not available for any reason, so long as Grantor makes payment as soon as practicable after wire transfer facilities become available. Grantor may rely on wire transfer instructions purported to be provided by Royalty Holder and is not responsible for any payment made to an incorrect wire transfer account by reason of such reliance. If any dispute arises with respect to a proper payment, Royalty Holder may make such payment by depositing the same into an escrow account pending resolution of the dispute, and such deposit will toll any interest charges for late payment. Any payment not otherwise made when due bears

interest at an annual rate of interest equal to the Prime Rate plus five percent, which accrues from the date due until the date paid.

5.4. **Confidentiality.**

(a) Except as provided in Section 5.4(b), Royalty Holder may not disclose to any third party or the public any information and data provided to Royalty Holder under the terms of this Agreement without the prior written consent of Grantor, which consent Grantor may withhold in its sole discretion.

(b) The consent required by Section 5.4(a) does not apply to a disclosure:

(i) by Royalty Holder to a potential successor of all or any significant portion of its interests under this Agreement, or to a potential successor by consolidation or merger;

(ii) to a governmental agency if required by applicable laws;

(iii) made in connection with litigation or arbitration involving Royalty Holder where such disclosure is required by the applicable tribunal or is, on the advice of counsel for Royalty Holder, necessary for the prosecution of the case, but subject to prior notification to Grantor to enable Grantor to seek appropriate protective orders; or

(iv) by Royalty Holder if required by applicable laws or stock exchange rules, provided that the Royalty Holder complies with the provisions of Sections 5.4(d) and 5.4(e) of this Agreement.

(c) Prior to any disclosure described in Subsections 5.4(b)(i), such third party shall first agree to protect the confidential information from further disclosure to the same extent as the Parties are obligated under this Section 5.4.

(d) Prior to issuing any press release or making any public statement that includes information that Royalty Holder is restricted by Section 5.4(a) from disclosing, Royalty Holder shall make available to Grantor, not less than one Business Day prior to issuance or publication, the text of such press release or public statement and Grantor may make suggestions for changes therein. Royalty Holder shall make such reasonable changes to such proposed news release or public statement as may be timely and reasonably requested by Grantor.

(e) Notwithstanding Section 5.4(d), the provisions of Section 5.4(d) shall not apply to any press release or public statement made following the execution of this Agreement by or on behalf of Royalty Holder that reflects disclosure which is consistent with what has, prior to the time of such press release or public statement, already been publicly disclosed by Royalty Holder on or after the date of this Agreement in accordance with Section 5.4(d).

(f) Royalty Holder shall not, without the consent of Grantor, issue any press release or

make any public statement that implies or infers that Grantor endorses or joins Royalty Holder in statements or representations contained in any such press release or public statement.

(g) Royalty Holder agrees that it shall not disparage or defame the reputation, character, image, products, or services of Grantor, or the reputation or character of any directors, officers, employees, parents, subsidiaries, affiliates, agents or representatives of Grantor. This provision shall not be construed to apply or impose any restriction upon the ability or decision of any Party, or upon that of its parents, affiliates or subsidiaries, to: (i) conduct or not to conduct future negotiations, communications or business with any other person or persons, (ii) report accurately and truthfully on the conduct, performance, management or other actions of any Party in relation to the Properties, (iii) comply with any applicable disclosure obligations under applicable laws or stock exchange rules, or (iv) seek to enforce any rights under this Agreement.

(h) In providing its approval of a public announcement, statement or publication, Grantor does not thereby assume any liability or responsibility for the contents thereof, which shall be the sole responsibility of Royalty Holder, and Royalty Holder shall indemnify, defend and save Grantor harmless from any costs and liabilities it may incur in that regard.

(i) Notwithstanding anything contained in this Agreement to the contrary, Royalty Holder may not disclose any geological, engineering or other data to any third party without disclosing the existence and nature of any disclaimers that accompany such data and the requirements of applicable law or regulation or rules of the applicable stock exchange for public reporting, as the case may be.

5.5. **Commingling.** Grantor may commingle Diamonds with diamonds produced from other properties after the Diamonds have been valued in accordance with Section 2.2 and, if applicable, Section 2.3.

5.6. **Change in Ownership of Right to Gross Overriding Royalty.**

(a) Royalty Holder may only Transfer its rights and interest in and to the Gross Overriding Royalty and this Agreement pursuant to this Section 5.6 and Section 5.7.

(b) No change or division in the ownership of the Gross Overriding Royalty, however accomplished, enlarges the obligations or diminish the rights of Grantor.

(c) Royalty Holder covenants to ensure that any change in ownership of the Gross Overriding Royalty is accomplished in such a manner that Grantor is required to make payment and give notice to no more than one Person, and upon breach of this covenant, Grantor and its Affiliates may retain all payments otherwise due in escrow until the breach has been cured.

5.7. **Assignment and Transfer.**

(a) If Grantor Transfers all or any portion of its interest in the Properties, upon obtaining

from the transferee and delivering to the Royalty Holder a written assumption by the transferee of the obligations of Grantor pursuant to this Agreement with respect to the interest so Transferred, Grantor will thereupon be relieved of all liability for payment of royalties under this Agreement for any royalties that may thereafter arise with respect to such transferred interest.

(b) Royalty Holder may not transfer or assign any of its rights and interest in and to the Gross Overriding Royalty and this Agreement without obtaining from the transferee, and delivering the same to Grantor, an agreement in writing in favour of the Grantor, in form and substance satisfactory to the Grantor, acting reasonably, whereby the transferee: (i) assumes the obligations of Royalty Holder and agrees to be bound by the contractual terms of this Agreement; and (ii) in the case where Royalty Holder is DIAM (or any successor or permitted assign under the Joint Venture Agreement) and in circumstances where the DIAM Carried Interest Costs, together with any accrued interest thereon owed in accordance with the Joint Venture Agreement (and this Agreement as confirmed pursuant to Section 5.20), has not been reimbursed and paid in full in accordance with the Joint Venture Agreement, acknowledges and agrees that this Agreement and the right, title and interest herein of the Royalty Holder remains subject to the mortgage and security interest granted pursuant to Section 9.6 of the Joint Venture Agreement and agrees to execute all such documents and take all other actions reasonably necessary to give effect to such acknowledgment and the continued perfection or maintenance of such mortgage and security interest and irrevocably authorizes Grantor to file and record all financing statements or financing change statements to give effect to the foregoing.

5.8. **Abandonment**. Grantor may, from time to time, abandon or surrender or allow to lapse or expire any part or parts of any mineral claims or mining leases relating to or comprising part of the Property, in its sole discretion, provided that Grantor will not abandon or surrender, or allow to lapse or expire, any mineral claims or mining leases comprising part of the Property for the purpose of permitting any third party to re-stake such mineral claim and avoid the Gross Overriding Royalty.

5.9. **Real Property Interest**. The Parties intend that the Gross Overriding Royalty, to the extent allowed by applicable law, creates a direct real property interest in the Diamonds and in the Properties in favor of Royalty Holder and shall be binding upon the Grantor and its successors and permitted assigns, which interest will be satisfied by payment to Royalty Holder of the Gross Overriding Royalty.

5.10. **Rule Against Perpetuity.** This Agreement and the Gross Overriding Royalty shall continue in perpetuity. If any right, power or interest of either Party under this Agreement violates the rule against perpetuities, then such right, power or interest terminates at the expiration of 20 years after the death of the last survivor of all the lineal descendants of Her Majesty, Queen Elizabeth II of England, living on the date of this Agreement.

5.11. **Registration.** Royalty Holder may not register this Agreement against title to the Properties. Royalty Holder may register a notice of this Agreement and the Gross Overriding Royalty against title to the Properties. Grantor shall cooperate with such registration and provide its written consent or signature and do such other things as are

necessary or desirable to effect such registration.

5.12. **Books and Records**. The Grantor shall keep true and accurate books and records of all of its operations and activities with respect of the Properties and the Diamonds, prepared in accordance with Canadian generally accepted accounting principles, consistently applied.

5.13. **No Partnership.** This Agreement is not intended to, and will not be deemed to, create any partnership, joint venture or any other form of common endeavour or association between the Parties. Nothing herein contained will be deemed to constitute a Party the partner, agent or legal representative of the other Party. The obligations and liabilities of the Parties will be several and not joint and none of the Parties will have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of any other Party.

5.14. **Waivers**. The Parties agree that: (a) the *Land Contracts (Actions) Act* (Saskatchewan) shall have no application to any action (as defined in *The Land Contracts (Actions) Act*) as between the Parties, with respect to this Agreement; and (b) the *Limitation of Civil Rights Act (Saskatchewan)* shall have no application to this Agreement as between the Parties, or any mortgage, charge or other security for the payment of money made, given or created by one Party to the other under this Agreement, or any agreement or instrument renewing or extending or collateral to this Agreement, or the rights, powers or remedies under this Agreement.

5.15. **Further Assurances.** Each Party shall execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the documents and transactions contemplated in this agreement, in each case at the sole cost and expense of the Party requesting such further investment, document or action.

5.16. **Time**. Time is of the essence of this Agreement.

5.17. **Governing Law and Attornment**. The Parties intend that this Agreement be construed and enforced in accordance with, and the rights of the parties be governed by, the laws of the Province of Saskatchewan, without regard to principles of conflicts of law that would impose a law of another jurisdiction.

5.18. **Binding Effect.** All covenants, conditions and terms of this Agreement benefit and run as a covenant with the Properties and bind and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

5.19. **Counterparts**. The Parties may sign this Agreement in counterparts and by electronic exchange of signatures, each of which will be deemed an original and together constitutes a valid and binding agreement.

5.20. **Security Interest and Set-Off**.

(a) In the case where Royalty Holder is DIAM (or any successor or permitted assign under the Joint Venture Agreement), Royalty Holder acknowledges and agrees that Grantor remains entitled to reimbursement in full for the DIAM Carried Interest Costs that were advanced under and pursuant to the Joint Venture Agreement, together with

any accrued and unpaid interest owed thereon, all in accordance with this Section 5.20, Sections 5.21 and 5.22 and such obligations continue to be secured by the grant of mortgage and security interest pursuant to Section 9.6 of the Joint Venture Agreement.

(b) Royalty Holder confirms and agrees that any DIAM Carried Interest Costs that have not been reimbursed to Grantor (or any of its predecessors or predecessors in interest) as of the first anniversary of the Commencement of Commercial Production will continue, from and after the Effective Date, to accrue interest at an annual rate equal to the Prime Rate plus 5% (as such interest would have accrued prior to the Effective Date under the Joint Venture Agreement).

(c) Royalty Holder confirms and agrees that, until the Grantor (together with any predecessors or predecessors in interest) have been reimbursed for the DIAM Carried Interest Costs, together with any accrued and unpaid interest owed thereon, the Grantor may recover and take payment of an amount equal to the DIAM Carried Interest Costs, together with any accrued and unpaid interest thereon, by way of set-off against Gross Overriding Royalty payments owing to the Royalty Holder pursuant to this Agreement, provided that such right of set-off shall, subject to Sections 5.21 and 5.22, only extend to the following Gross Overriding Royalty payments owing to the Royalty Holder pursuant to this Agreement:

(i) in respect of Gross Overriding Royalty payments owing to the Royalty Holder in respect of the period from and after the Commencement of Commercial Production up to and including the first anniversary of the Commencement of Commercial Production, not more than 50% of such Gross Overriding Royalty payments;

(ii) in respect of Gross Overriding Royalty payments owing to the Royalty Holder in respect of the period commencing on the day following the first anniversary of the Commencement of Commercial Production up to and including the second anniversary of the Commencement of Commercial Production, not more than 65% of such Gross Overriding Royalty payments; and

(iii) in respect of Gross Overriding Royalty payments owing to the Royalty Holder in respect of the period from and after the day following the second anniversary of the Commencement of Commercial Production, not more than 80% of such Gross Overriding Royalty payments,

in each case only until Grantor (together with any predecessors or predecessors in interest) have received payment in full, whether pursuant to this Section 5.20 or otherwise, of an amount equal to the DIAM Carried Interest Costs, together with any accrued but unpaid interest owed thereon.

5.21. **Insolvency Event**. In the case where Royalty Holder is DIAM (or any successor or permitted assign under the Joint Venture Agreement) and there is an Insolvency Event (for greater certainty other than as provided in Section 5.22) of Royalty Holder, any DIAM Carried Interest Costs that have not been reimbursed to Grantor (or any of its predecessors

or predecessors in interest), together with any accrued and unpaid interest thereon, shall become immediately due and payable, and notwithstanding anything to the contrary in this Agreement, Grantor may recover the DIAM Carried Interest Costs, together with any accrued and unpaid interest thereon then owed to Grantor, by way of set-off of 100% of any Gross Overriding Royalty payments to Royalty Holder hereunder thereafter, but only until Grantor has received repayment in full, whether pursuant to this Section 5.21 or otherwise, of the DIAM Carried Interest Costs, together with any accrued and unpaid interest thereon.

5.22. **Involuntary Insolvency Event**. In the case where Royalty Holder is DIAM (or any successor or permitted assign under the Joint Venture Agreement) and there is:

(a) an Involuntary Insolvency Event of Royalty Holder that is continuing, and

(b) there are any DIAM Carried Interest Costs that have not been reimbursed to Grantor (or any of its predecessors or predecessors in interest) together with any accrued and unpaid interest thereon,

Grantor may recover the DIAM Carried Interest Costs, together with any accrued and unpaid interest thereon owed to Grantor, by way of set-off of 100% of any Gross Overriding Royalty payments to Royalty Holder hereunder during the continuance of the Involuntary Insolvency Event, but only until the Grantor has received repayment in full, whether pursuant to this Section 5.22 or otherwise, of the DIAM Carried Interest Costs, together with any accrued and unpaid interest thereon.

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The Parties have executed this Agreement as of the Effective Date.

_____	_____
(Grantor)	**(Royalty Holder)**
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____

Schedule A
Properties

[NTD: To be completed on execution of the Royalty Agreement]

SCHEDULE D

Attached to and forming part of a
Joint Venture Agreement between
Rio Tinto Exploration Canada Inc. and Star Diamond Corporation

"THE WAY WE WORK"

RioTinto

The way we work

Contents

Introduction

The way we work outlines how we deliver both our purpose and strategy. It makes clear how we should behave, in accordance with our values of safety, teamwork, respect, integrity and excellence.

As pioneers in mining and metals, we produce materials essential to human progress. We have been doing so for more than 140 years. The way we go about the work we do every day, everywhere we operate around the world, is as important as what we deliver.

The way we work outlines how we deliver both our purpose and strategy. It makes clear how we should behave, in accordance with our values of safety, teamwork, respect, integrity and excellence.

Our success depends on the trust we have with each other and with all of our partners, including host communities, governments, business partners, suppliers, customers and investors. We build this trust, and set ourselves apart from others, through the way we behave, every day. *The way we work* provides a clear framework for how we should conduct our business, no matter where we work or where we are from. Importantly, it provides clear boundaries that we should hold ourselves and each other accountable for, to help make the right choices.

The way we work applies to each of us as employees as well as to our consultants, agents, contractors and suppliers. We also want these principles to be respected by our joint venture partners and non-controlled companies.

It is important that we all ensure that *The way we work* – our values and code of conduct – guides our behaviour every day. We can be proud to be part of something bigger and part of a company that does the right thing. Pioneering progress every day, together all of us at Rio Tinto make a difference, in our local communities and to the world at large.

Be safe,

J-S Jacques
Chief executive

Our values

Safety
Teamwork
Respect
Integrity
Excellence

Safety –
Caring for human life and wellbeing above everything else

At Rio Tinto this means:

We make the safety and wellbeing of our employees, contractors and communities our priority number one. Always. Safely looking after the environment is an essential part of our care for future generations.

In action we:

- Make safety the first part of every interaction.
- Stop work and speak out when health, safety or wellbeing is potentially at risk.
- Regularly check in with colleagues and partners to ask how they are doing.

Teamwork –
Collaborating for success

At Rio Tinto this means:

We work together with colleagues, partners and communities globally to deliver the products our customers need. We learn from each other to improve our performance and achieve success.

In action we:

- Seek and give feedback to learn from others and share our knowledge.
- Do the best job we can and trust others to do the same.
- Identify and work towards common goals.

Respect –
Fostering inclusion and embracing diversity

At Rio Tinto this means:

We recognise and respect diverse cultures, communities and points of view. We treat each other with fairness and dignity, to make the most of everyone's contributions.

In action we:

- Actively seek out different points of view.
- Listen with respect and value the contributions of others.
- Are aware of our assumptions and biases, and are prepared to challenge them.

Integrity –
Having the courage and commitment to do the right thing

At Rio Tinto this means:

We have the courage and commitment to do what is right, not what is easiest. We maintain our focus on ethics, transparency and building mutual trust with each other and everyone we work with.

In action we:

- Act honestly and transparently at all times.
- Speak up and challenge when the situation requires it.
- Accept accountability for our decisions and actions.

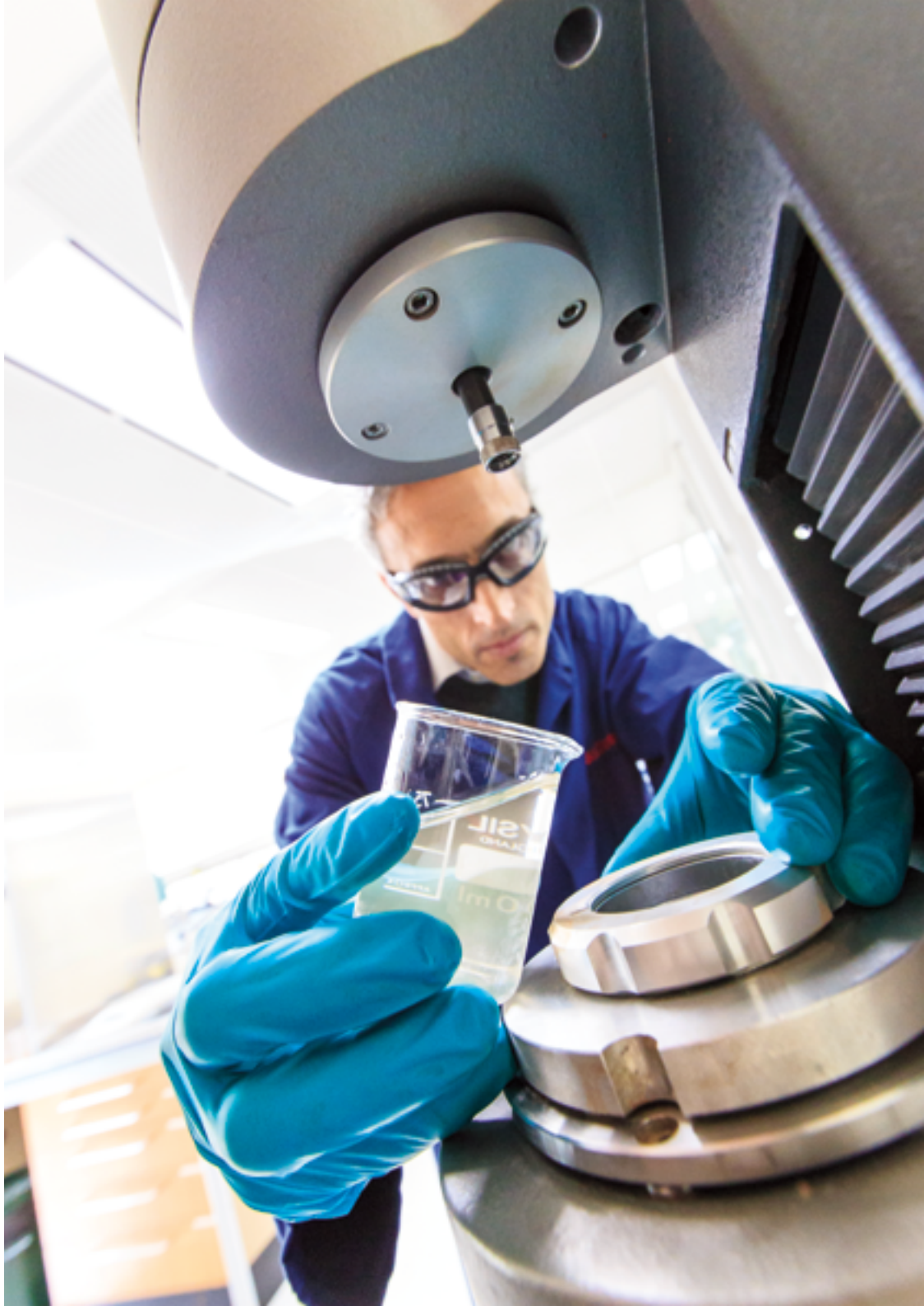
Excellence –
Being the best we can be for superior performance

At Rio Tinto this means:

We challenge ourselves and others to create lasting value and achieve high performance. We adopt a pioneering mindset and aim to do better every day.

In action we:

- Are responsive to what customers and partners expect and need from us.
- Set high expectations for ourselves and regularly meet and exceed them.
- Innovate and look to continuously improve the work we do.



Our code of conduct

No matter where we work or where we are from, we have clear boundaries that we should hold ourselves and each other accountable for, to help make the right choices.

Safety and health

- Each of us is responsible for working safely, sticking to our standards and caring for the health and safety of those around us.
- We are all responsible for making sure we are fit for work every day. This means not being under the influence of alcohol or drugs, being well rested, and being physically and mentally fit to perform our jobs at Rio Tinto.
- We expect others we work with, including consultants, agents, contractors and suppliers, to respect and stick to our health and safety requirements.
- We have a responsibility to stop and report the work of colleagues if we think they are putting their health and safety – or that of others – at risk.

We believe all fatalities, injuries and occupational illnesses are preventable. We commit to the goal of everyone going home safe and healthy every day.

Employment and inclusion

- We value diversity and offer the same welcome to all employees and partners, regardless of race, gender, nationality, ethnic origin, religion, age or sexual orientation.
- We believe everyone should be treated with dignity and respect. Bullying, intimidation or harassment of any kind is not acceptable in our workplace.
- We are committed to meeting local laws and international agreements about workforce labour. We recognise that people have the right to choose whether to belong to a union and to seek to bargain collectively.
- We work with governments to share the economic benefits of developing a country's mineral resources with the communities in which we operate. This includes prioritising local employment and suppliers where we can do so.

We believe all employees have the right to a fair and inclusive working environment of which they are proud to be a part.

Human rights

- We support the United Nations' Universal Declaration of Human Rights and respect those rights wherever we operate. We are committed to operating consistently with the UN Guiding Principles on Business and Human Rights. This means that we need to know what adverse human rights impacts we are causing, contributing to or are directly linked to, and that we manage them.
- We expect our suppliers to adhere to the same human rights standards as we do. We reject any form of child labour or slavery, including forced labour. We work hard to ensure that slavery or child labour is not taking place in our business and that our supply chains comply with international standards.
- We work with public and private security providers to avoid security arrangements that harm human rights. We limit the use of firearms for the security of our sites as far as possible.

We respect human rights and commit to avoid human rights harm.

Data privacy

- We only collect and handle the personal information of our colleagues, shareholders, business partners, suppliers, customers and associated family or next of kin when needed for legitimate business purposes. We respect the rights each of us has to review, update and correct our information.
- We only share personal data with others when there is a legitimate business or legal need to do so. We ensure that those receiving personal data understand the importance of keeping the data private.
- When we work with others who may see or process our data, we make clear the importance we place on privacy and the standards we require them to meet.

We respect each person's privacy. We comply with all laws in the collection, use and protection of personal information in connection with our business.

Conflicts of interest

- We use good judgement to avoid situations where there may be, or even appear to be, a conflict of interest.
- We report any actual or potential conflict of interest. Where a conflict cannot be avoided we manage it appropriately and transparently, taking advice from other colleagues.
- We do not allow ourselves to obtain any undeclared personal advantage through our position or role within Rio Tinto.

We ensure our personal activities, interests and relationships do not conflict with our responsibilities at Rio Tinto.

Fair competition

- We believe in free and fair competition. We compete ethically and respect all applicable competition and antitrust laws across the globe.
- We do not obtain information about our competitors, suppliers or customers illegally, nor communicate false information about our competitors.
- When we interact with competitors or potential competitors, we do not share confidential information which may impact how we all compete.

We compete ethically and lawfully in all our activities.

Bribery and corruption

- We do not offer or pay bribes, no matter where we operate, no matter what the situation is, and no matter who is involved. Nor do we allow our agents or intermediaries to do so. Bribery is where someone is persuaded by gifts, payments or other personal favours to behave improperly, to do something that they shouldn't do, or to not do something that they should do. It is also where someone wants a payment, even a small one, to do what they ought to do.
- We never accept or take bribes. We do not demand or accept any financial or other favour from anyone else for doing our job, or to persuade us to behave improperly, to breach our duties to Rio Tinto, or as a reward for doing so.

We do not engage in bribery or corruption of any form.

Confidential information and insider trading

- Confidential information includes technical information about products or processes, vendor lists, pricing, marketing or service strategies, non-public financial reports, and information on asset sales, mergers and acquisitions.
- We are careful about where and to whom we talk about confidential information, and where and how we store it.
- We do not disclose or use any confidential information for personal profit or advantage.
- We do not share inside information with anyone else, including our family and friends. We never commit the offence of insider dealing in Rio Tinto or third parties' securities.

We protect our shareholders and ourselves by responsibly managing our own and third parties' confidential information. We never use it for personal advantage.

Communities

- Our relationships with local and regional communities are a key part of our projects and operations. We recognise and respect the cultures, lifestyles and heritage of our neighbours.
- We respect the special connection of local and Indigenous people to land and waters. We seek mutually beneficial arrangements with each community on their engagement with us in the development and performance of our operations.
- We operate in a manner consistent with the UN Declaration on the Rights of Indigenous Peoples in those jurisdictions that have signed the Declaration, and elsewhere in accordance with the Declaration's principles. We strive to achieve the free, prior and informed consent of Indigenous communities as described in the 2012 International Finance Corporation Performance Standard 7 and supporting guidance, and consistent with the law.
- We work with communities to understand any impacts from our activities, and with the community and other stakeholders to undertake appropriate sustainable development initiatives that reflect community priorities and focus on local and/or regional development.

We seek the ongoing support of our local and regional communities by developing strong and lasting relationships with them that are based on respect, open conversation and shared benefit.

Governments, international organisations and civil society

- We respect every country's political processes and do not favour any political party, group or individual. As a company, we do not involve ourselves in party political matters nor do we make any type of payments to political parties or political candidates.
- We do not restrict individual rights and freedoms. Employees and contractors may support political parties, candidates or campaigns in their own time and with their own money.
- We engage on public policy and legislative issues that affect our business. We contribute relevant information and share our experiences to help in the creation of robust policy, regulation and legislation.

We build lasting relationships with governments and engage with international organisations and civil society in a respectful and collaborative manner.

Transparent communication

- We share accurate information about our operations and financial performance with our stakeholders, including media, investors and regulators.
- We comply with our market disclosure obligations and share material information that may affect how the market views Rio Tinto.
- We are open and honest in our communication, sharing information, insight and advice frequently and constructively, and managing tough situations with courage.

We build trust by communicating openly and honestly.

Environment

- We understand and mitigate the impacts our activities and products might have on the environment as we plan, build, operate, decommission and close our operations.
- We collaborate with the communities in which we operate and continually seek sustainable improvements to product life cycles, biodiversity, carbon and energy management, our use of land, water and air, and closure of our sites to provide us continued access to resources and markets.

We are committed to protecting the environmental value of the regions where we operate and maintaining good stewardship for the long term.

Intellectual property

- We protect our intellectual property (including patents, copyright, trademarks and trade secrets) and closely monitor for unauthorised use of our intellectual property by others.
- We respect the intellectual property of others, such as our suppliers, customers and competitors, and only use their intellectual property when authorised to do so.

By protecting our intellectual property and respecting that of others, we maintain our competitive advantage.

Company property and records

- We do not obtain, use or divert company property or financial resources for personal (including family) use or benefit, or for any activity that causes a conflict of interest, or is inappropriate or illegal.
- We are provided with electronic resources such as email, internet and telephone to help us do our jobs. We can occasionally use these resources for personal reasons if that use does not impact company systems, incur undue costs for the company or interfere with our work duties.
- We keep true and accurate records of all financial and non-financial company materials in accordance with Group document retention policies from time to time.
- We do not alter, destroy or remove company property or company records unless authorised to do so.

We use company property and financial and electronic resources to conduct company business and not for personal gain or non-authorised use.

Making the right choice

The way we work provides clear boundaries to help understand and assess the choices we face. It helps us determine how to behave in situations that may sometimes be tough.

When faced with a dilemma, ask yourself:

- Are my actions consistent with *The way we work* and Rio Tinto's policies and standards?
- What would I tell a friend or a member of my family to do?
- What might others think of my actions?
- How might it look on the front page of the newspaper?

If you are uncomfortable with any of the answers, you should seek advice before acting.

National laws and *The way we work*

In every country where we work, we comply with applicable laws. When deciding whether to apply the laws of a country or the principles of *The way we work*, use whichever is stricter. If you break the law, *The way we work*, or any of our policies and standards, you will face disciplinary action. That may include dismissal or termination of your contract.

If you see something that might break the law or go against *The way we work* or any of our policies and standards, don't ignore it: report it.

Discuss any concerns with your line manager, a more senior manager, or anyone from Ethics & Integrity, Legal or Human Resources. *Speak-OUT* is also a safe, confidential way to report concerns or misconduct Any form of retaliation against a person using *Speak-OUT* in good faith will not be tolerated.

Lead by example – help others to understand and use *The way we work*.

Rio Tinto plc
6 St James's Square
London, SW1Y 4AD
United Kingdom

T +44 (0)20 7781 2000

Rio Tinto Limited
120 Collins Street
Melbourne, Victoria 3000
Australia

T +61 (0)3 9283 3333

The way we work is a set of clear and simple principles to apply in everything you do while working with, or for, Rio Tinto. The way you behave shows the world who you are and what you stand for.

SCHEDULE E

Attached to and forming part of a
Joint Venture Agreement between
Rio Tinto Exploration Canada Inc. and Star Diamond Corporation

"BUSINESS INTEGRITY"

RioTinto

Group Standard – Business Integrity Standard

GOV-B-001

Group:	**Function:**	**No. of Pages:**
Standard	Ethics & Compliance	8
Effective:	**Supersedes:**	**Reviewable from:**
July 1st 2021	Business Integrity Standard (May 2020)	July 1st 2022
Owners:	**Approved:**	**Approver:**
Chief Ethics and Compliance Officer	July 2021	Chief Legal Officer & External Affairs

Target audience:
All employees, core contractors and associated persons acting for or on behalf of Rio Tinto.

Core contractors refers to category 1 and category 2 contractors and any external contractors, consultants and other service providers who perform internal duties or roles having access to internal systems

Direct linkages to other relevant policies, standards, procedures or guidance notes:

- The way we work
- Delegation of Financial Authority Standard and Procedure
- Business Integrity Procedure
- myVoice Procedure
- Know Your Third Party Procedure
- Competition Standard
- Sanctions Standard
- Export Controls Procedure
- Partner to Operate Investment Standard and Procedure
- Group Procurement Standard
- Group Travel and Expense Procedure
- Joint Venture Standard and Procedure
- New Country Entry Procedure
- Risk Management Standard
- Tax Policy and Procedures Manual

Document purpose:

The Business Integrity Standard is key in meeting the following Rio Tinto business integrity commitments to:

- prohibit bribery and corruption in all its forms
- prohibit fraud and other economic crimes in all their forms

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1. Purpose

***The way we work*,** Rio Tinto's mission, goals and values statement, outlines how we deliver our purpose and strategy. It makes clear how we should behave, in accordance with our core values of safety, teamwork, respect, **integrity** and excellence.

Business integrity underpins everything we do. It requires that no matter where we are from or where we work, we demonstrate consistent ethical behaviours, put integrity at the centre of our decisions and hold ourselves and each other accountable for our choices.

What is "integrity"?

Integrity means being honest, holding to strong moral and ethical principles and values and most importantly, having the courage to stand out from the crowd and object to something that you feel is wrong. For all of us, this translates into doing what is right not what is fastest or easiest.

We consistently:

- act honestly and transparently
- speak up and challenge the status quo when something feels wrong
- seek diverse opinions and advice
- accept responsibility for our actions and accountability for our decisions
- conduct our business in compliance with the law

Why do we care about integrity?

Our success depends on the trust we build while working inclusively with each other and our partners comprising host communities, governments, traditional owners, business partners, suppliers, customers, and investors.

Taking the lead by remaining true to our word and engaging with everyone in a transparent and consistent manner strengthens our credibility and reputation as upstanding citizens, from both a personal and a corporate perspective.

What is expected of us?

- To lead by example, irrespective of our role
- To be fully aware of the *Business Integrity Standard* (the "Standard") and the *Business Integrity Procedure* (the "Procedure")
- To implement the Standard and Procedure across the areas we operate in
- To declare and manage any potential or actual conflict of interest that may affect, or be thought by others to affect, our decision making
- To inform the individuals we work with of the Standard and Procedure's content and related updates
- To seek diverse opinions and advice in addressing big or small issues when our actions or decisions could have business integrity impact
- To speak up and escalate our concerns until they have been appropriately addressed
- To be available to hear such concerns, whether they have been expressed by team members, colleagues or our leaders
- To take no retaliatory action against a person who has raised a business integrity concern, and to speak up if others do so

What will happen should we fail to comply?

Compliance with the Standard and relevant laws is mandatory and assured through active monitoring. Failure to comply may result in disciplinary action up to and including dismissal. If there is a difference between the Standard and applicable laws, we must always comply with the most stringent requirement.

How should we report a breach of the Standard?

We have a responsibility to report all actual or suspected breaches of the Standard.

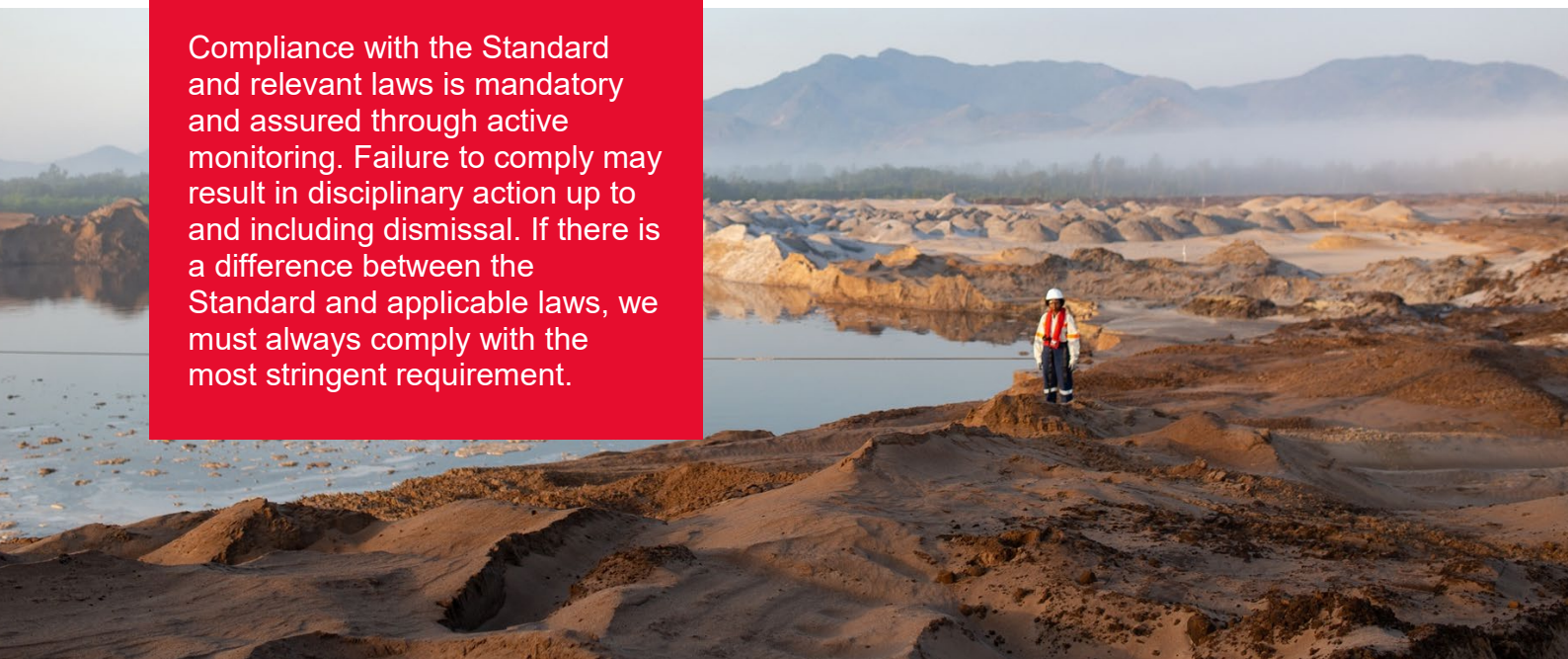
If you know or suspect a breach of this Standard please raise your concern with your leader, a more senior manager, Rio Tinto Ethics and Compliance (E&C) or your Human Resources partner who in turn will report the matter to the Rio Tinto Business Conduct Office. Alternatively, you can report your concern directly to the Business Conduct Office via *myVoice*, Rio Tinto's confidential reporting programme. No retaliatory action will be tolerated against anyone who has a reasonable basis for reporting an actual or suspected breach.

Where can we learn more about the application of the Standard?

For further details on how to apply the procedural requirements of the Standard, please refer to the *Business Integrity Procedure*.

Application for exceptions to this standard require approval from the Group Executive, Chief Legal Officer & External Affairs and Chief Ethics and Compliance Officer.

Compliance with the Standard and relevant laws is mandatory and assured through active monitoring. Failure to comply may result in disciplinary action up to and including dismissal. If there is a difference between the Standard and applicable laws, we must always comply with the most stringent requirement.



2. Key Principles

Every business decision must comply with the following key principles:

1. it is permitted by and complies with all applicable laws and regulations
2. it is compliant with Rio Tinto policies, standards and procedures
3. it is not taken by somebody with an undeclared conflict of interest
4. there is a legitimate business purpose for it
5. it is consistent with The way we work
6. it does not risk the company's reputation for integrity and strong governance

3. Behaviours

Transparency and accountability are key to building trust and encouraging sustainable business practices. Disclosing sponsorships, donations, communities support, third party benefits, and potential and/or actual conflicts of interest fosters a culture of integrity and openness.

Conflicts of interest refer to personal, financial and/or political activities, as well as affiliations or interests which affect or are perceived to affect the way we do our job. It is important that we inform our leader immediately when these circumstances arise or are likely to arise so that we may agree on how best to manage the situation from the start or seek advice from Ethics & Compliance.

Conflicts of interest may manifest in many ways. Examples include:

- when we have family members or friends who are beneficiaries of, affiliated to, or work for a potential or current supplier or customer;
- when we have family members or friends who also work for Rio Tinto, and who may be affected by decisions we make or are a party to;
- when we, our family members or friends own property that Rio Tinto is interested in;
- when a family member or friend is a government official and engages with or may engage with Rio Tinto.

To protect ourselves and the company, we must disclose any actual or potential conflicts of interest through the online *Business Integrity register* and manage the situation with our leader.

4. Business Integrity Risks

4.1 Bribery and Corruption

What is our rule?

Rio Tinto employees, core contractors and associated persons acting for or on behalf of the company must not commit, implicitly or explicitly authorize, or be involved in, bribery and corruption.

What is bribery?

Bribery occurs when someone directly or indirectly offers, promises, or gives, a financial or other advantage to any person, including but not limited to a government official (or a family member or a friend of any such official), or authorizes any of those actions, in order to improperly influence an outcome or action, or to improperly secure or retain business. It also occurs if anyone makes any such offer or promise or gift to you, or you suggest or demand an inducement (for you or for anyone else) in exchange for their getting business, or any other advantage, from Rio Tinto.

You should be particularly mindful of the key principles set out in section 2 of the Standard and of how your actions or situation might be perceived by others when you are exposed to the following:

When faced with…	we must:
third party benefits (i.e. receiving or giving itemsof value such as gifts, meals, travel, hospitality, per diems)	• disclose and seek pre-approval through the online *Business Integrity register* (if it meets the criteria* set out in the Business Integrity Procedure).
potential or actual conflicts of interest (i.e. a situation when you or someone close to you, hasa personal interest or duty which is at odds with Rio Tinto's interests, or there is a perception that interests may not be aligned)	• tell our leader immediately or seek advice from E&C upon recognising the circumstances and potential risks that could give rise to or provide an opportunity for bribery & corruption to occur • disclose through the online *Business Integrity register* and manage the situation with our leader*
facilitation payments (i.e. payments made togovernment officials to expedite an approval or administrative process). These are prohibitedexcept under life-threatening situations	• not make the payment unless our personal safety is threatened in any way • report the payment or the request for payment as soon as possible and record appropriately*
engagement of an agent, consultant or advisor to negotiate, represent, intermediate or act on behalf of Rio Tinto, in particular with a government official or a governmental agency	• conduct an appropriate risk assessment* • consult and seek advice *prior* to engaging the third party* • request a third party due diligence review if required underthe *Know Your Third Party* procedure • ensure transactions are accurately recorded and transparent in our books and records
third party engagement (e.g. marine agents, customers, vendors)	• request a third party due diligence review as per the *Know Your Third Party procedure*
mergers and acquisitions (including new investments and joint venture agreements, whether for managed and non-managed operations	• request a third party due diligence review as per the *Know Your Third Party procedure* • request a business integrity compliance programme assessment of the potential target or partner
sponsorships, donations and communitiesfinancial and in-kind support	• request a baseline screening and undergo further third party due diligence as required per the *Know Your Third Party procedure* prior to engagement • disclose and seek approval that key principles of this • standard are met through the online Business Integrityregister* if amount is equal to or above 5,000 USD

*To learn more on how to complete these requirements and specific criteria, please refer to the *Business Integrity Procedure*. Disclosures should be made using the online Business Integrity register.

To familiarize yourself with the types of situations that could have an adverse impact on your reputation and credibility, as well as Rio Tinto's, please refer to the Appendix entitled "Situations that can lead to business integrity risks".

4.2 Fraud and other economic crimes

What is our rule?

Rio Tinto employees, core contractors and associated persons acting for or on behalf of the company must not knowingly commit, or be a party to, or be involved in, fraud and other economic crimes.

What is fraud and other economic crimes?

You commit a fraud or other economic crimes if you deliberately make a dishonest statement or do an act, concealment or omission which is intended to deceive someone for your (or those close to you) advantage or their disadvantage.

Fraud includes situations when an employee obtains personal gain or advantage at Rio Tinto's expense, including through the deliberate misuse or misappropriation of Rio Tinto's resources or assets. This includes the production, submission or processing of fictitious or altered invoices, falsification of company books and records, claiming of expenses which were never incurred or contrary to the Travel and Expense Management Procedure, manipulation of vendor master data or bank accounts, and dishonestly concealing or not disclosing important information when required to do so.

Other economic crimes include money laundering, situations or arrangements involving terrorist financing, and facilitation of tax evasion.

APPENDIX

Situations that can lead to business integrity risks

This section provides real-life scenarios you may face in the course of doing business. Although this list is not comprehensive, it will help you pause and consider certain aspects of a situation before making a decision that could have a business integrity impact. For additional guidance, please refer to the *Business Integrity Procedure*.

Beware! You may be at risk when:

There is potential or actual conflict of interest

- ✓ Your friends or family or a company you own shares in could benefit from a decision you are about to take
- ✓ You feel influenced to make a decision due to personal considerations
- ✓ Stakeholders may perceive your personal interest to impact your decision
- ✓ You would be uncomfortable should the issue appear in a newspaper
- ✓ You think a counterparty (e.g. supplier/contractor) has a conflict with family/friends

You are dealing with government officials, governmental agencies or traditional authorities

- ✓ You are asked for a payment to obtain quicker approval/issuing of a permit, license or clearance
- ✓ You are asked for community financial support, donation or sponsorship in order to influence a decision
- ✓ You are being pressured to make a contribution to a government or community development fund that is not required by law
- ✓ You are asked for an improper payment by a community stakeholder member

You interact with third parties: agents, intermediaries, consultants or advisors

- ✓ The third party appointed engages in behaviour that Rio Tinto would not tolerate
- ✓ There is an obligation or influence is exerted to deal with or engage a specific third party at a government's request
- ✓ Your leader instructs you not to keep a record of a meeting or to destroy your notes
- ✓ Your colleagues insist on secrecy about an engagement or agreement
- ✓ An intermediary asks for a bonus, a commission or success fees, or such a request is subject to unreasonable time pressure in the circumstances
- ✓ Insufficient third party due diligence is conducted on counterparties or their sub-contractors
- ✓ The fees of the third party or the intermediary are unreasonably high or above the market standards

You are exploring new business development opportunities

- ✓ There is insufficient third party due diligence and assessment of business processes and controls of a managed joint venture partner
- ✓ Investments are made without due consideration of Rio Tinto's business integrity risks

You manage procurement/supply chain activities

- ✓ Improper or excessive hospitality and/or lavish meals or entertainment are offered to you or by you during a tender or contract negotiation
- ✓ Technical specifications are shared and/or manipulated with an intent to favour or exclude specific suppliers
- ✓ Contract values are split to bypass procurement processes/approvals
- ✓ Contract management fraud is committed (e.g. work not completed, progress misreported, improper use of variation orders)

You approve expenses

- ✓ Unjustified, inappropriate or non-permitted expense claims are submitted
- ✓ Expenses are submitted without proper supporting documentation