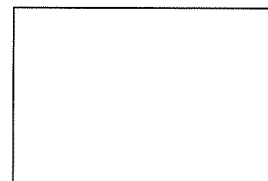


Clerk's Stamp:



COURT FILE NUMBER

2001-05630

COURT
JUDICIAL CENTRE OF

COURT OF QUEEN'S BENCH OF ALBERTA
CALGARY

APPLICANTS

IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS
AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR
ARRANGEMENT OF DOMINION DIAMOND MINES ULC,
DOMINION DIAMOND DELAWARE COMPANY LLC,
DOMINION DIAMOND CANADA ULC, WASHINGTON
DIAMOND INVESTMENTS, LLC, DOMINION DIAMOND
HOLDINGS, LLC, DOMINION FINCO INC., AND
DOMINION DIAMOND MARKETING CORPORATION

DOCUMENT
CONTACT INFORMATION
OF PARTY FILING THIS
DOCUMENT:

AFFIDAVIT

Cassels Brock & Blackwell LLP

Suite 3810, Bankers Hall West
888 3rd Street SW
Calgary, AB T2P 5C5

Attention: Joseph J. Bellissimo / Kara N. Davis
Phone: 416 860 6572 / 587 441 3065
Facsimile: 403 648 1151
Email: jbellissimo@cassels.com / kdavis@cassels.com
File No.: 41251-00072

AFFIDAVIT OF ERFAN KAZEMI

Sworn on October 29, 2020

I, Erfan Kazemi, of the City of North Vancouver, in the Province of British Columbia, MAKE OATH
AND SAY THAT:

1. I am the Chief Financial Officer of Sandstorm Gold Ltd. ("**Sandstorm**"). I have personal knowledge of the facts and matters sworn to in this Affidavit, except where I have received information from someone else or some other source of information. In the instances where I have received information from someone else or some other source, I have identified such person or source, and I believe such information to be true.

2. Dominion Diamond Mines ULC ("**Dominion**"), Diavik Diamond Mines (2012) Inc. ("**DDMI**") and Sandstorm are successors in interest to the Repadre Royalty Agreement dated as of September 30, 2003 (the "**Royalty Agreement**") pursuant to which Sandstorm holds a 1% royalty from each of Dominion and DDMI on diamonds produced at the Diavik Mine. A copy of the Royalty Agreement is attached and marked as **Exhibit "A"**. Notice of Sandstorm's royalty interest was registered on title to the Diavik Mine properties, a copy of which is attached and marked as **Exhibit "B"**.
3. I swear this affidavit in response to an Application by DDMI seeking Court authority to sell Dominion's share of diamonds produced at the Diavik Mine and to apply the proceeds of such sales to amounts owing by Dominion to DDMI under the joint venture agreement between them in relation to the operation of the Diavik Mine.
4. Sandstorm opposes the relief being sought by DDMI to the extent that it fails to provide for the payment of royalties due to Sandstorm on such diamonds under the Royalty Agreement. DDMI should not be entitled to take and sell Dominion's diamonds for its benefit in a manner that circumvents the royalty interests attached to those diamonds; particularly, royalty interests existing pursuant to an agreement to which DDMI is itself a party.
5. Pursuant to the Royalty Agreement, Sandstorm is entitled to a 1% royalty (calculated in accordance with the terms of the Royalty Agreement) from each of DDMI and Dominion on all diamonds produced from the Diavik Mine¹ (the "**Diamonds**").
6. Under the Royalty Agreement, such Diamonds are categorized as either "DDMI Diamonds" or "Aber Diamonds" (Aber being the original predecessor to Dominion under the Royalty Agreement) and each are defined in Section 1.1 of the Royalty Agreement as follows:

"DDMI Diamonds" means:

- (i) Diamonds which DDMI from time to time has the right to take in kind under the Joint Venture Agreement; and

¹ "Diamonds" is defined in Section 1.1(l) of the Royalty Agreement as "all diamonds in rough form which are produced from the Property [*being the Diavik Mine*] including from tailings or coarse rejects from the Property; provided that if the Canada Mining Regulations require such diamonds to be valued by a Government Valuator, or if the procedures instituted pursuant to section 4.1(b) or section 4.1(c) require such diamonds to be valued by an independent valuator, then unless such diamonds have been sold or transferred they shall be deemed not to have been produced until they have been so valued by the Government Valuator or independent valuator".

(ii) Diamonds that Aber and DDMI from time to time agree shall not be taken in kinds by either of them but instead shall be purchased by DDMI from Aber.

...

"Aber Diamonds" means:

(i) Diamonds which Aber from time to time has the right to take in kind under the Joint Venture Agreement; and

(ii) Diamonds that Aber and DDMI from time to time agree shall not be taken in kinds by either of them but instead shall be purchased by Aber from DDMI.

7. Both DDMI and Dominion further specifically agree that DDMI Diamonds and Aber Diamonds are all of the Diamonds (being all of the diamonds produced at the Diavik Mine) and that there are no other Diamonds. In particular, Section 1.6 of the Royalty Agreement provides that:

DDMI and Aber hereby confirm that there are no Diamonds other than DDMI Diamonds and Aber Diamonds and that, at all times hereafter, the aggregate of DDMI Diamonds plus Aber Diamonds with represent all Diamonds.

8. Therefore, DDMI has agreed that all of the Diamonds must be either DDMI Diamonds or Aber Diamonds – namely, it has agreed that *all* of the diamonds produced at the Diavik Mine must be diamonds subject to Sandstorm's royalty interests.

9. DDMI should not be permitted by the Court to take and sell any Diamonds for its own benefit without first honoring the royalty interests in favour Sandstorm pursuant to the Royalty Agreement, particularly given that DDMI is itself a party to that agreement.

Process for Commissioning of this Affidavit

10. I am not physically present before the Commissioner for Oaths (the "**Commissioner**") taking this Affidavit, but I am linked with the Commissioner by video technology. The following steps have been or will be taken by me and the Commissioner:

- a) I have shown the Commissioner the front and back of my current government-issued photo identification ("ID") and the Commissioner has compared my video image to the information on my ID;
- b) the Commissioner has taken a screenshot of the front and back of my ID to retain it;
- c) the Commissioner and I have a paper copy of this Affidavit before us;

- d) the Commissioner and I have reviewed each page of this Affidavit to verify that the pages are identical and have initialed each page in the lower right corner;
- e) at the conclusion of our review of the Affidavit, the Commissioner administered the oath to me, and the Commissioner watched me sign my name to this Affidavit; and
- f) I will send this signed Affidavit electronically to the Commissioner.

SWORN BEFORE ME by two-way video conference)
on October 29, 2020)

Commissioner for Oaths in and for the Province of)
Alberta)

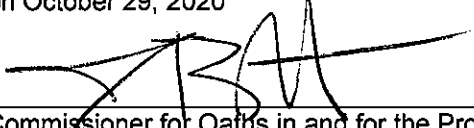


ERFAN KAZEMI

ER

- d) the Commissioner and I have reviewed each page of this Affidavit to verify that the pages are identical and have initialed each page in the lower right corner;
- e) at the conclusion of our review of the Affidavit, the Commissioner administered the oath to me, and the Commissioner watched me sign my name to this Affidavit; and
- f) I will send this signed Affidavit electronically to the Commissioner.

SWORN BEFORE ME by two-way video conference)
 on October 29, 2020)


 Commissioner for Oaths in and for the Province of)
 Alberta)

JOSEPH JAMES BELLISSIMO
 BARRISTER & SOLICITOR

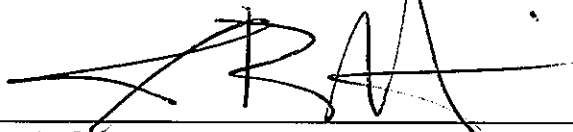
 ERFAN KAZEMI



This is Exhibit "A" referred to
in the Affidavit of

ERFAN KAZEMI

sworn before me this 29th day
of October 2020



A Commissioner for Oaths in and for
Alberta

JOSEPH JAMES BELLISSIMO
BARRISTER & SOLICITOR

REPADRE ROYALTY AGREEMENT

THIS AGREEMENT made the 30th day of September 2003,

BETWEEN:

DIAMOND MINES INC., a
Canadian corporation

("DDMI")

AND:

ABER DIAMOND MINES LTD., a company
incorporated under the laws of the Northwest
Territories

("Aber")

AND:

REPADRE CAPITAL CORPORATION, a company
amalgamated under the laws of Ontario

("Repadre")

WITNESSES that in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following terms shall have the following meanings respectively:

- (a) "Aber Diamonds" means:
 - (i) Diamonds which Aber from time to time has the right to take in kind under the Joint Venture Agreement; and
 - (ii) Diamonds that Aber and DDMI from time to time agree shall not be taken in kind by either of them but instead shall be purchased by Aber from DDMI.
- (b) "Aber Royalty" means the royalty referred to in section 3.1.
- (c) "Aber Special Diamonds" means Diamonds referred to in section 1.1(a)(ii).
- (d) "Ancillary Letters" means the following, copies of which are attached as Schedule A hereto:

- (i) letter dated January 22, 1992 from Aber Resources Limited to Doug Johnson and/or Canfund Ventures Ltd.;
 - (ii) letter dated January 24, 1992 from Aber Resources Limited to Commonwealth Gold Corporation;
 - (iii) letter dated January 14, 1992 from Aber Resources Limited to Pure Gold Resources Inc.;
 - (iv) letter dated January 14, 1992 from Aber Resources Limited to Tenby Resources Inc.;
 - (v) letter dated January 14, 1992 from Aber Resources Limited to Westfort Petroleum Ltd.;
 - (vi) letter agreement dated January 14, 1992 from Aber Resources Limited to Seamus Young;
 - (vii) letter agreement dated April 13, 1992 from Aber Resources Limited to Jennings and SouthernEra Resources Limited;
 - (viii) letter agreement dated March 20, 1992 from the Heard Syndicate and Aber Resources Limited to Kennecott Canada Inc.;
 - (ix) letter agreement dated July 10, 1992 from Kennecott Canada Inc. to SouthernEra Resources Limited and Aber Resources Limited; and
 - (x) agreement dated April 30, 1992 between Jennings and SouthernEra Resources Limited.
- (e) "Area B" means the claims, not comprised in the Property, staked as provided in the Ancillary Letters and the Jennings Agreements.
 - (f) "Beginning of the Year" means the first day of the Year, unless DIAND permits the value of inventories of Diamonds at the beginning of a Year to be determined for purposes of calculating the Government Royalty as at some other date, in which case it means that date.
 - (g) "Canada Mining Regulations" means the Canada Mining Regulations made pursuant to the Territorial Lands Act, R.S. 1985, c.T-7, and any successor or replacement legislation thereto or thereof.
 - (h) "DDMI Diamonds" means:
 - (i) Diamonds which DDMI from time to time has the right to take in kind under the Joint Venture Agreement; and
 - (ii) Diamonds that Aber and DDMI from time to time agree shall not be taken in kind by either of them but instead shall be purchased by DDMI from Aber.

- (i) "DDMI Royalty" means the royalty referred to in section 2.1.
- (j) "DDMI Special Diamonds" means Diamonds referred to in section 1.1(h)(ii).
- (k) "Default Rate" means the annual floating rate of interest established by The Bank of Nova Scotia at Toronto, Ontario from time to time as its Canadian prime rate for determining the interest rate for commercial demand loans in Canadian dollars in Canada, as adjusted from time to time, plus 3%.
- (l) "Diamonds" means all diamonds in rough form which are produced from the Property including from tailings or coarse rejects from the Property; provided that if the Canada Mining Regulations require such diamonds to be valued by a Government Valuator, or if the procedures instituted pursuant to section 4.1(b) or section 4.1(c) require such diamonds to be valued by an independent valuator, then unless such diamonds have been sold or transferred they shall be deemed not to have been produced until they have been so valued by the Government Valuator or independent valuator.
- (m) "DIAND" means the Department of Indian Affairs and Northern Development of the Government of Canada, or any successor or replacement governmental body or authority.
- (n) "Effective Date" means the date of this Agreement.
- (o) "End of the Year" means the last day of the Year, unless DIAND permits the value of inventories of Diamonds at the end of a Year to be determined for purposes of calculating the Government Royalty as at some other date, in which case it means that date.
- (p) "Government Royalty" means the royalty that is provided under section 65 of the Canada Mining Regulations (or the same or similar royalty under similar, successor, amended or replacement legislation or regulations, hereafter enacted or adopted by Canada or by any governmental or other authority to which Canada may delegate or devolve the power to legislate or regulate) with respect to Diamonds.
- (q) "Government Valuator" means a mining royalty valuer under the Canada Mining Regulations.
- (r) "Jennings" means Christopher Jennings or his heirs, executors, legal personal representatives, administrators, successors and assigns as the case may be.
- (s) "Jennings Agreements" means (i) the letter agreement dated November 15, 1991 executed by Jennings and West Viking Exploration Ltd., a predecessor corporation of Aber, and (ii) the letter agreement dated April 24, 1992 executed by Jennings and Aber Resources Limited as amended by a letter dated March 1, 1999 addressed to Jennings from D. Grenville Thomas, copies of which are attached as Schedule B hereto.

- (t) "Joint Venture Agreement" means the agreement in effect from time to time between DDMI and Aber to govern their respective rights and obligations as co-owners of the Property and the Diavik diamond mine project located thereon.
 - (u) "Market Value" of Diamonds means the maximum amount that could reasonably be expected to be realized from the sale of them on the open market to a person that is not related, after sorting into market assortments: (i) in respect of Diamonds in inventory at the Beginning of a Year, as at that time; (ii) in respect of Diamonds in inventory at the End of a Year, as at that time; and (iii) in any other case, as at the last time the Market Value of them was determined, in each case determined as provided in Article 4.
 - (v) "Property" means the mining claims and leases described in Schedule D hereto and any replacements or renewals thereof.
 - (w) "related" has the meaning given to such term in the Canada Mining Regulations.
 - (x) "Repadre Letter Agreement" means the letter agreement dated January 13, 1992 executed by Repadre and Jennings, a copy of which is attached as Schedule C hereto.
 - (y) "Term" means 40 years from the Effective Date and for so long thereafter as DDMI or Aber, or their respective successors or assigns, or any person to which DDMI or Aber or their respective successors or assigns, as the case may be, is related, holds any right to explore for, mine or produce diamonds in, on or under the land comprised within the Property or any part or parts thereof.
 - (z) "Transfer" means sell, assign, transfer, convey or otherwise dispose of or deal with.
 - (aa) "Year" means in respect of DDMI and Aber, respectively, its fiscal period or if it has agreed with DIAND to file its Government Royalty return on a calendar year basis rather than on the basis of a fiscal year, the calendar year; and "Quarter" means each consecutive period of three months the first of which begins at the beginning of a Year.
- 1.2. For the purposes of this Agreement all costs, revenues or other items that are not denominated in Canadian dollars and that are required to be converted into Canadian dollars shall be translated into Canadian dollars in accordance with Canadian generally accepted principles, consistently applied.
- 1.3. The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions shall, unless the context clearly indicates the contrary, refer to this Agreement and the schedules hereto as a whole and not to any particular article, section, subsection, paragraph or subparagraph hereof and include any agreement or instrument supplementary or ancillary hereto. Unless the context otherwise requires, words

importing the singular number only shall include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

- 1.4. In the event that any date on which any action is required to be taken hereunder by any party hereto is not a business day in the City of Yellowknife, such action shall be required to be taken on the next succeeding day which is a business day in such place.
- 1.5. The following Schedules are attached to and form part of this Agreement:
- | | | |
|--------------|---|-----------------------------------|
| Schedule A | - | Ancillary Letters |
| Schedule B | - | Jennings Letter Agreements |
| Schedule C | - | Repadre Letter Agreement |
| Schedule D | - | Property |
| Schedule E.1 | - | Assumption Agreement (Article 12) |
| Schedule E.2 | - | Assumption Agreement (Article 13) |

- 1.6. DDMI and Aber hereby confirm that there are no Diamonds other than DDMI Diamonds and Aber Diamonds and that, at all times hereafter, the aggregate of DDMI Diamonds plus Aber Diamonds will represent all Diamonds.
- 1.7. Each of DDMI and Aber agrees with Repadre that it will not Transfer Diamonds to persons to which it is not related except by way of sale as that word is used in the Canada Mining Regulations and it will not Transfer Diamonds to persons to which it is related except by way of sale or transfer as those words are used in the Canada Mining Regulations.

2. DDMI ROYALTY

- 2.1. DDMI will pay to Repadre a royalty equal to one percent (1%) of the net value of the output of DDMI Diamonds in each Year during the Term, commencing with the Year ending after the date hereof.
- 2.2. For the purposes of this Article 2, the net value of the output of DDMI Diamonds in each Year shall be calculated in accordance with the formula:

$$\text{Net value} = A + B - C - D - E + F - G$$

where:

“A” is the total of: (i) the proceeds from sales during the Year of DDMI Diamonds to persons that are not related to DDMI; (ii) the Market Value of all DDMI Diamonds (other than Aber Special Diamonds) that were otherwise sold or transferred during the Year to persons that were related to DDMI at the time of such sale or transfer; and (iii) all insurance proceeds received by DDMI during the Year in respect of DDMI Diamonds.

“B” is the Market Value of any inventories of DDMI Diamonds as at the End of the Year.

“C” is the Market Value of any inventories of DDMI Diamonds as at the Beginning of the Year, subject to section 2.3 below.

“D” is an amount equal to 5% of the aggregate of “A” immediately above and “F” immediately below for the Year.

“E” is the total of 95% of all payments during the Year made by DDMI to Aber for DDMI Special Diamonds or to compensate Aber for DDMI having received Diamonds in excess of its entitlement under the Joint Venture Agreement.

“F” is the total of all proceeds received by DDMI during the Year from Aber for Aber Special Diamonds or as compensation to DDMI for Aber having received Diamonds in excess of its entitlement under the Joint Venture Agreement.

“G” is the Government Royalty for that Year (which may be payable in the succeeding Year) in respect of DDMI Diamonds.

- 2.3. In calculating the DDMI Royalty for the first Year ending after the date hereof, the Market Value of DDMI Diamonds that were in existence before the commencement of the first Year shall not be included in “C”.
- 2.4. DDMI confirms to Repadre that it did not Transfer any Diamonds before the commencement of the first Year.

3. ABER ROYALTY

- 3.1. Aber will pay to Repadre a royalty equal to one percent (1%) of the net value of the output of Aber Diamonds in each Year during the Term, commencing with the Year ending after the date hereof.
- 3.2. For the purposes of this Article 3, the net value of the output of Aber Diamonds in each Year shall be calculated in accordance with the formula:

$$\text{Net value} = A + B - C - D - E + F - G$$

where:

“A” is the total of: (i) the proceeds from sales during the Year of Aber Diamonds to persons that are not related to Aber; (ii) the Market Value of all Aber Diamonds (other than DDMI Special Diamonds) that were otherwise sold or transferred during the Year to persons that were related to Aber at the time of such sale or transfer; and (iii) all insurance proceeds received by Aber during the Year in respect of Aber Diamonds.

“B” is the Market Value of any inventories of Aber Diamonds as at the End of the Year.

“C” is the Market Value of any inventories of Aber Diamonds as at the Beginning of the Year, subject to section 3.3 below.

“D” is an amount equal to 5% of the aggregate of “A” immediately above and “F” immediately below for the Year.

“E” is the total of 95% of all payments during the Year made by Aber to DDMI for Aber Special Diamonds or to compensate DDMI for Aber having received Diamonds in excess of its entitlement under the Joint Venture Agreement.

“F” is the total of all proceeds received by Aber during the Year from DDMI for DDMI Special Diamonds or as compensation to Aber for DDMI having received Diamonds in excess of its entitlement under the Joint Venture Agreement.

“G” is the Government Royalty for that Year (which may be payable in the succeeding Year) in respect of Aber Diamonds.

- 3.3. In calculating the Aber Royalty for the first Year ending after the date hereof, the Market Value of Aber Diamonds that were in existence before the commencement of the first Year shall not be included in “C”.
- 3.4. Aber confirms to Repadre that it did not Transfer any Diamonds before the commencement of the first Year.

4. **VALUATION OF DIAMONDS**

4.1. Subject to sections 2.3 and 3.3, DDMI and Aber will cause the Market Value of DDMI Diamonds and the Market Value of Aber Diamonds, respectively, that are in inventory at the Beginning of a Year, that are in inventory at the End of a Year or that are sold or transferred to persons that are related to DDMI or Aber, as the case may be, to be determined as at the Beginning of the Year, the End of the Year or the last time the Market Value was determined prior to the sale or transfer to a related person, as the case may be, as follows:

- (a) in the same manner used to calculate the Government Royalty; or
- (b) if the Government Royalty is no longer provided for by law or regulation in force in the Northwest Territories, then in the manner which may be determined from time to time by DDMI or Rio Tinto Diamonds N.V. or other affiliated company acting as agent for DDMI in respect of the DDMI Diamonds or by Aber in respect of the Aber Diamonds, provided that the principles and procedures used to value Diamonds at the End of the Year shall be consistent with the principles and procedures used to value Diamonds at the Beginning of the Year and in both instances shall be consistent with the principles and procedures formerly used by the Government Valuator in determining the Government Royalty, including but not limited to the use of an independent valuator; and
- (c) in the event that section 4.1(b) is applicable and the method of determining the Market Value by DDMI or Aber pursuant to section 4.1(b) is materially less reliable than the method formerly used by the Government Valuator, Repadre may notify DDMI or Aber as the case may be of its objection to the method utilized by DDMI or Aber and of the remedial steps it desires and if, within a reasonable time, DDMI or Aber as the case may be fail to adopt such remedial measures to the extent reasonably necessary to ensure compliance with section 4.1(b), then Repadre shall have the right, in addition to any other rights and remedies it may have and not in substitution therefor, to institute, at its own expense, such systems and procedures as are reasonably necessary to enable a firm of chartered accountants selected by Repadre that is acceptable to DDMI or Aber as the case may be acting reasonably to determine the Market Value of DDMI Diamonds or Aber Diamonds as the case may be in accordance with the

principles and procedures formerly used by the Government Valuator insofar as they have not been adopted by DDMI or Aber. The auditor may retain the services of a recognized diamantaire acceptable to DDMI or Aber, as the case may be, acting reasonably, to assist it. Neither DDMI nor Aber will be required to provide access to books and records or to Diamonds unless each person who will be given access first passes such security checks and signs such confidentiality and access agreements as DDMI or Aber may reasonably require, which may restrict that person from providing to Repadre information and data to which Repadre would not otherwise expressly be entitled under section 5.6.

- 4.2. If the Government Valuator or DIAND notifies DDMI or Aber of a disagreement as to the Market Value of Diamonds sold by DDMI or Aber to related persons, the Market Value of those Diamonds for purposes of calculating the DDMI Royalty or the Aber Royalty, as the case may be, shall be the value assigned to them by the Government Valuator, provided that if the Government Valuator and DDMI or Aber subsequently agree to a different value or a different value is determined on reassessment or appeal the DDMI Royalty or the Aber Royalty, as the case may be shall be recalculated using that value and if, as a result of such recalculation any amount is owing by Aber or DDMI to Repadre, or if Aber or DDMI has overpaid Repadre, the amount owing to Repadre or to Aber or DDMI, as applicable, shall be forthwith paid by the party owing such amount to the party entitled to receipt thereof, together with interest thereon calculated in accordance with section 5.8.
- 4.3. DDMI and Aber will keep Repadre reasonably informed as to the manner in which the Market Value of Diamonds is from time to time to be determined by them and will forthwith provide Repadre with copies of all portions of all assessments and reassessments received by DDMI or Aber that contain only information referred to in section 5.6(a), certified by the chief financial officer of DDMI or Aber to be true copies.
- 4.4. All profits and losses resulting from Aber and DDMI engaging in any hedging transactions are specifically excluded from calculations of the Aber Royalty and the DDMI Royalty, respectively, pursuant to this Agreement and shall be solely for the account of Aber or DDMI, as applicable, and all payments pursuant hereto that are subject to hedging shall be determined without reference to such hedging transactions and shall be determined as expressly provided in this Agreement.
- 4.5. DDMI and Aber will not commingle Diamonds which have not been sold with any other diamonds unless procedures are in place to ensure that such Diamonds and their proceeds of sale can be tracked separately from any diamonds with which they may be commingled.

5. TIME AND MANNER OF PAYMENT

- 5.1. On or before September 30, 2003, DDMI will estimate the amount of the DDMI Royalty for each Quarter ended in 2003 before the Effective Date and pay it to Repadre. Within 30 days of the end of each Quarter commencing with the first Quarter ending after the Effective Date, DDMI will estimate the amount of the DDMI Royalty accrued for that Quarter and deliver written notice of such estimate to Repadre with payment of such estimated amount.

- 5.2. On or before the last day of the fourth month after the end of each Year, DDMI will calculate the DDMI Royalty for that Year and if the aggregate amount paid by DDMI under section 5.1 for the Year is less than the amount so calculated, DDMI will pay the amount of the difference to Repadre or if the aggregate amount paid by DDMI under section 5.1 for the Year is greater than the amount so calculated, Repadre will on demand from DDMI pay the amount of the difference to DDMI, in each case with interest on the amount of the difference calculated in accordance with section 5.8 from the thirty-first day following the end of the Year to the date of payment of the difference; and if any amount owing by Repadre to DDMI with interest as aforesaid has not been paid by Repadre when the next payment or payments are due from DDMI to Repadre under section 5.1, DDMI may offset such amount against such payment or payments.
- 5.3. On or before September 30, 2003, Aber will estimate the amount of the Aber Royalty for each Quarter ended in 2003 before the Effective Date and pay it to Repadre. Within 30 days of the end of each Quarter commencing with the first Quarter ending after the Effective Date, Aber will estimate the amount of the Aber Royalty accrued for that Quarter and deliver written notice of such estimate to Repadre with payment of such estimated amount.
- 5.4. On or before the last day of the fourth month after the end of each Year, Aber will calculate the Aber Royalty for that Year and if the aggregate amount paid by Aber under section 5.3 for the Year is less than the amount so calculated, Aber will pay the amount of the difference to Repadre or if the aggregate amount paid by Aber under section 5.3 for the Year is greater than the amount so calculated, Repadre will on demand from Aber pay the amount of the difference to Aber, in each case with interest on the amount of the difference calculated in accordance with section 5.8 from the thirty-first day following the end of the Year to the date of payment of the difference; and if any amount owing by Repadre to Aber with interest as aforesaid has not been paid by Repadre when the next payment or payments are due from Aber to Repadre under section 5.3, Aber may offset such amount against such payment or payments.
- 5.5. Each payment by DDMI under section 5.1 and each payment by Aber under section 5.3 will be accompanied by a statement signed by the chief financial officer of DDMI or Aber, as the case may be, showing the calculation of the payment including without limitation the proceeds of sales (being a component of "A" in the formulae set forth in sections 2.2 and 3.2) and a statement of the total number of carats of DDMI Diamonds or Aber Diamonds, as the case may be, that were produced during the relevant Quarter. Estimates under sections 5.1 and 5.3 need not take into account Diamonds that are in inventory and unsold.
- 5.6. Each payment or demand by DDMI under section 5.2 and each payment or demand by Aber under section 5.4 for a Year will be accompanied by the following provided by DDMI or by Aber as applicable:
- (a) a statement signed by the chief financial officer of DDMI or Aber which shall: (i) show the application of the formula set forth in section 2.2 or 3.2 as applicable for the Year by setting forth the aggregate proceeds of sales to be included under clause (i) of "A", the aggregate Market Value of diamonds to be included under clause (ii) of "A", the aggregate insurance proceeds to be included under clause



(iii) of "A", the aggregate Market Value of inventories to be included under "B", the aggregate of inventories to be included under "C", the amount of "D", the amount of "E", the aggregate of all proceeds to be included under "F" and the amount of "G"; (ii) show the total number in carats of DDMI Diamonds or Aber Diamonds that were produced during the Year; and (iii) contain a statement certifying that all such amounts aforesaid are the same as are reported in the Government Royalty return filed for that Year; and

(b) copies of all portions of the Government Royalty return filed by DDMI or Aber for that Year and also from all assessments and reassessments received by DDMI or Aber since information was last provided to Repadre under this section 5.6, that contain only information referred to in section 5.6(a) above, certified by the chief financial officer of DDMI or Aber to be true copies.

5.7. All payments hereunder shall be by cheque, bank draft or wire transfer in Canadian dollars sent as provided in section 17.3.

5.8. Interest on all overdue amounts pursuant to this Agreement (including interest on overdue interest) shall accrue daily and be compounded monthly at the Default Rate and shall be calculated from and including the date on which such overdue amount should have been received by the party to whom it is owed (regardless of when it is determined that such amount is owing) to and including the date on which such overdue amount, together with all interest thereon is paid in full; and all payments in respect of such overdue amount shall be applied first to the outstanding interest thereon.

6. BOOKS, RECORDS, INSPECTIONS

6.1. All payments of the DDMI Royalty under section 5.2 shall be considered final and in full satisfaction of all obligations of DDMI with respect thereto, unless Repadre gives DDMI written notice describing and setting forth a specific objection to the calculation thereof within six months after receipt by it of the information delivered by DDMI pursuant to section 5.6.

6.2. All payments of the Aber Royalty under section 5.4 shall be considered final and in full satisfaction of all obligations of Aber with respect thereto, unless Repadre gives Aber written notice describing and setting forth a specific objection to the calculation thereof within six months after receipt by it of the information delivered by Aber pursuant to section 5.6.

6.3. Subject to section 6.6, if Repadre objects to a particular statement delivered under section 5.6 as herein provided, it shall, for a period of 30 days after receipt of notice of such objection by DDMI or Aber, as the case may be, have the right, upon reasonable notice and at a reasonable time, to have the books and records of DDMI relating to the calculation of the DDMI Royalty or to have the books and records of Aber relating to the calculation of the Aber Royalty, as the case may be audited by a firm of chartered accountants selected by Repadre that is acceptable to DDMI or Aber as the case may be acting reasonably. The auditor shall have access to all inventories of DDMI Diamonds or Aber Diamonds, as applicable, and all valuation records and materials relating to DDMI or Aber, as applicable, and may make copies thereof as it may reasonably require. The

auditor may retain the services of a recognized diamantaire acceptable to DDMI or Aber, as the case may be, acting reasonably.

- 6.4. In addition to the right of audit pursuant to section 6.3, if Repadre determines, acting reasonably, that an immediate audit of DDMI or Aber, as the case may be, is necessary, Repadre shall be entitled, in addition to, and not in substitution for, any other rights and remedies it may have, to appoint a recognized firm of chartered accountants to conduct such audit, provided that the rights of Repadre pursuant to this section shall not be exercised more than once during each Year in respect of each of DDMI and Aber. The auditor shall have access to all inventories of Aber Diamonds or DDMI Diamonds, as applicable, and to audit the books and records of Aber or DDMI, as applicable, upon not less than 5 business days' prior notice to Aber or DDMI, as applicable, and may make copies thereof as it may reasonably require, and shall be entitled to retain a recognized diamantaire as set out in section 6.3. Following the completion of any audit pursuant to this section 6.4, in addition to the cost provisions contained in section 6.6, DDMI or Aber, as the case may be, shall have the right to bring an action for their costs or damages arising from the conduct of an audit under this section, if it can be established that Repadre did not act reasonably in commencing the audit.
- 6.5. If an audit under section 6.3 or section 6.4 determines that there has been a deficiency or an excess in the payment to Repadre of the DDMI Royalty or the Aber Royalty for the applicable Year, the amount of the difference owing to Repadre or to Aber or DDMI, as applicable, shall be forthwith paid by the party owing such amount to the party entitled to receipt thereof, together with interest thereon calculated in accordance with section 5.8.
- 6.6. Repadre will pay all costs of every audit under section 6.3 and section 6.4 except audits which determine there has been an underpayment to Repadre of the DDMI Royalty or the Aber Royalty for the applicable Year of more than 5%. DDMI will pay the costs of every audit of its records which determines there has been an underpayment to Repadre of the DDMI Royalty for the applicable Year of 5% or more; and Aber will pay the costs of every audit of its records which determines there has been an underpayment to Repadre of the Aber Royalty for the applicable Year of 5% or more; provided that if Repadre conducts audits under both sections 6.3 and 6.4 the first of which determines there has been an underpayment for a Year of 5% or more and the second of which does not show a greater underpayment for that Year than was shown by the first, then DDMI or Aber as the case may be shall only be required to pay the costs of the first such audit and Repadre shall pay the costs of the second.
- 6.7. Books and records that are to be made available pursuant to this Article 6 will be made available in Yellowknife, Northwest Territories, Toronto, Ontario or any other location where Aber Diamonds or DDMI Diamonds as the case may be are sold to persons not related to Aber or DDMI at the election of DDMI or Aber as the case may be. Neither DDMI nor Aber will be required to provide access to books and records or to Diamonds unless each person who will be given access first passes such security checks and signs such confidentiality and access agreements as DDMI or Aber may reasonably require, which may restrict that person from providing to Repadre information and data to which Repadre would not otherwise expressly be entitled under section 5.6. Repadre acknowledges that such books and records may contain copies not originals of sales invoices.

7. **NO IMPLIED COVENANTS**

- 7.1. There are no implied covenants or duties on the part of either DDMI or Aber to Repadre, whether relating to the exploration, development or mining of the Property, the marketing or sale of Diamonds or otherwise. Without limiting the generality of the foregoing, neither DDMI nor Aber is under any obligation to explore, develop or produce Diamonds from the Property or to maintain the Property in good standing or to continue the production of diamonds from the Property or to market and sell Diamonds and, as between Repadre and DDMI and Aber, DDMI and Aber have the unfettered right to suspend, curtail or terminate any such operation or activity and to abandon or allow the Property and their rights and interests therein to lapse or expire as they in their sole discretion may determine, except as otherwise provided in section 15.1.
- 7.2. Nothing herein shall be construed to create, expressly or by implication, a fiduciary relationship or a partnership between Repadre and either or both of DDMI and Aber.

8. **REPRESENTATIONS AND WARRANTIES OF DDMI AND ABER**

- 8.1. Each of DDMI and Aber severally represents and warrants to Repadre that:
- (a) it is a corporation duly incorporated, organized and existing;
 - (b) it has all necessary corporate power and authority to enter into and perform its obligations under this Agreement;
 - (c) neither the execution nor delivery of this Agreement nor the performance by it of its obligations hereunder will conflict with or result in a breach of any terms, conditions or provisions of its charter documents or bylaws, any law, rule or regulation having the force of law, any contract to which it is a party, or any writ, judgement, injunction, determination or award that is binding on it;
 - (d) the execution and delivery of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all necessary corporate action; and
 - (e) this Agreement has been duly executed and delivered by it and constitutes a valid and legally binding obligation that is enforceable against it.
- 8.2. DDMI represents and warrants to Repadre that it is the owner of an undivided 60% beneficial interest in the Property.
- 8.3. Aber represents and warrants to Repadre that it is the owner of an undivided 40% beneficial interest in the Property.

9. **REPRESENTATIONS AND WARRANTIES OF REPADRE**

- 9.1. Repadre represents and warrants to each of DDMI and Aber that:
- (a) it is a corporation formed by the amalgamation on January 7, 2003 of Repadre Capital Corporation and 1155116 Ontario Inc. pursuant to the *Ontario Business*

Corporations Act and is duly organized and existing and it is the successor to Repadre Capital Corporation a party to the Repadre Letter Agreement;

- (b) it has all necessary corporate power and authority to enter into and perform its obligations under this Agreement;
- (c) neither the execution nor delivery of this Agreement nor the performance by it of its obligations hereunder will conflict with or result in a breach of any terms, conditions or provisions of its charter documents or bylaws, any law, rule or regulation having the force of law, any contract to which it is a party or in which it has a beneficial interest, or any writ, judgement, injunction, determination or award that is binding on it;
- (d) the execution and delivery of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all necessary corporate action;
- (e) this Agreement has been duly executed and delivered by Repadre and constitutes a valid and legally enforceable obligation of Repadre;
- (f) Repadre is not a non-resident of Canada within the meaning of the Income Tax Act (Canada);
- (g) the Repadre Letter Agreement and the Jennings Agreements and the Ancillary Letters, are the only agreements and documents under which Repadre has any rights pertaining to the Property or the Diamonds or the proceeds of sale thereof, including without limitation the right to be paid a royalty in respect thereof;
- (h) the Repadre Letter Agreement has not been amended or assigned and Repadre is entitled to the full benefit thereof;
- (i) Repadre has not granted or agreed to grant or cause to be granted to any person, firm or corporation any rights pertaining to the Property or the Diamonds or the proceeds of sale thereof, including without limitation the right to be paid a royalty;
- (j) the only rights (if any) pertaining to the Property or the Diamonds or the proceeds of sale thereof, including without limitation the right to be paid a royalty, held by Repadre or any person with which Repadre is related are as provided in the Repadre Letter Agreement;
- (k) Repadre had the full and unrestricted legal right and authority to provide to Jennings and Jennings, in turn, had the full and unrestricted legal right and authority to provide to West Viking, Aber Resources Limited and Kennecott Canada Inc. the information, advice and suggestions that Jennings provided to them in 1991 and 1992, which lead to the staking of the claims comprised in the Property, for all purposes including acquiring mineral rights in properties, including the Property, that might be prospective for diamonds, without obligation to any other person, firm or corporation other than Repadre and Jennings's obligation to Repadre is fully discharged upon this Agreement coming into effect;

- (l) to the knowledge of Repadre, no person (other than Repadre and Jennings as provided herein, Her Majesty the Queen in Right of Canada, DDMI, Aber and financial institutions providing financing to Aber in respect of the Property) has any rights to or claim to or interest in, or any basis for asserting any right to or claim to or interest in, the Property in whole or in part or the Diamonds or the proceeds of sale thereof, including, without limitation, the right to be paid a royalty in respect thereof; and
- (m) without limiting any of the provisions in the foregoing representations and warranties and without qualification as to knowledge, International Corona Corporation referred to in the Repadre Letter Agreement and Corona Corporation referred to in the Jennings Agreements (which may be or have been the same or different corporations) and its or their respective successors and assigns (Repadre acknowledging that Barrick Gold Corp. may be a successor) do not have any rights to or claim to or interest in, or any basis for asserting any rights to or claim to or interest in, the Property in whole or in part or the Diamonds or the proceeds of sale thereof including without limitation the right to be paid a royalty in respect thereof arising out of mineral exploration and related activities having been carried out at any time by or for Repadre or its employees, agents or consultants or by or for Jennings or Leni Keough as employees, agents or consultants of, or otherwise under obligation to, International Corona Corporation or Corona Corporation, or information having been generated or money having been spent in the course thereof.

10. INDEMNITIES

- 10.1. Repadre will indemnify and save harmless DDMI and Aber from and against any and all claims, debts, demands, suits, actions and causes of action whatsoever which may be brought or made against either or both of DDMI and Aber by any person, firm or corporation and all loss, cost, damages, expenses and liabilities which may be suffered or incurred by DDMI and Aber as a result of, arising out of or in connection with or in any way referable to, whether directly or indirectly any breach of representation, warranty or covenant on the part of Repadre contained in this Agreement.
- 10.2. DDMI will indemnify and save harmless Repadre from and against any and all claims, debts, demands, suits, actions and causes of action whatsoever which may be brought or made against Repadre by any person, firm or corporation and all loss, cost, damages, expenses and liabilities which may be suffered or incurred by Repadre as a result of, arising out of or in connection with or in any way referable to, whether directly or indirectly any breach of representation, warranty or covenant on the part of DDMI contained in this Agreement.
- 10.3. Aber will indemnify and save harmless Repadre from and against any and all claims, debts, demands, suits, actions and causes of action whatsoever which may be brought or made against Repadre by any person, firm or corporation and all loss, cost, damages, expenses and liabilities which may be suffered or incurred by Repadre as a result of, arising out of or in connection with or in any way referable to, whether directly or indirectly any breach of representation, warranty or covenant on the part of Aber contained in this Agreement.

11. ANCILLARY LETTERS

- 11.1. This Agreement is without prejudice to the right of Repadre to assert that pursuant to or as contemplated by the Ancillary Letters, the Repadre Letter Agreement and the Jennings Agreements it is entitled to be paid a "gross royalty of 1%" in respect of Area B by the corporation or corporations which hold interests in Area B if and when diamonds are produced from Area B; and this Agreement is further without prejudice to the right of DDMI and Aber to consider and contest such claim at the time, if they are then holders of interests in Area B.

12. RESTRICTIONS ON TRANSFER BY DDMI AND ABER

- 12.1. DDMI will not Transfer its undivided beneficial interest in the Property and this Agreement in whole or in part unless both this Agreement and such beneficial interest are Transferred concurrently to the same person and such transferee first executes and delivers to Repadre an assumption agreement substantially in the form attached hereto as Schedule E.1, pursuant to which such transferee assumes the obligations of DDMI hereunder, including payment of the DDMI Royalty, to the extent of the interest so Transferred, and provided such Transfer is otherwise made in accordance with the terms hereof.
- 12.2. Aber will not Transfer its undivided beneficial interest in the Property and this Agreement in whole or in part unless both this Agreement and such beneficial interest are transferred concurrently to the same person and such transferee first executes and delivers to Repadre an assumption agreement substantially in the form attached hereto as Schedule E.1, pursuant to which such transferee assumes the obligations of Aber hereunder, including payment of the Aber Royalty, to the extent of the interest so Transferred, and provided such Transfer is otherwise made in accordance with the terms hereof.
- 12.3. No Transfer by DDMI or Aber will relieve DDMI or Aber, as applicable, from its performance of this Agreement or from any liability hereunder.
- 12.4. The provisions in sections 12.1 and 12.2 shall not apply in respect of Transfers from DDMI to Aber or from Aber to DDMI.

13. RESTRICTIONS ON TRANSFER BY REPADRE

- 13.1. Repadre will from time to time provide to DDMI and Aber not less than 45 days' written notice of its intention to Transfer the DDMI Royalty or the Aber Royalty in whole or in part.
- 13.2. Repadre will not Transfer the DDMI Royalty or the Aber Royalty unless the person to whom the Transfer is made first executes and delivers to DDMI and Aber an assumption agreement substantially in the form attached hereto as Schedule E.2, pursuant to which such transferee assumes the obligations of Repadre hereunder to the extent of the interest so Transferred.
- 13.3. No Transfer by Repadre will relieve it from its performance of this Agreement or from any liability hereunder.

14. ENTIRE AGREEMENT

14.1. Subject to section 11.1, this Agreement constitutes the entire agreement among Repadre, DDMI and Aber with respect to the Property and terminates and replaces the Repadre Letter Agreement, the Jennings Agreements and the Ancillary Letters and any and all prior agreements, either written, oral or implied, between Repadre and either or both of DDMI and Aber with respect to the Property. Without limiting the generality of the foregoing, Repadre has and shall have no rights:

- (a) pertaining to the Property or the Diamonds or other minerals that may be produced from the Property or the proceeds of sale thereof, including without limitation the right to be paid a royalty, except as provided in this Agreement; or
- (b) provided by the Repadre Letter Agreement, the Jennings Agreements or the Ancillary Letters with respect to mining claims or other mineral properties that are not comprised in the Property or diamonds or other minerals that may be produced therefrom or the proceeds of sale thereof;

and any and all such rights which Repadre might have had are hereby terminated.

14.2. Repadre acknowledges that the receipt by DDMI and Aber of the representation and warranty in section 9.1(g) shall not be construed as an acknowledgement by either of them that the Jennings Agreements and the Ancillary Letters or any of them provide Repadre with any rights pertaining to the Property or the Diamonds or the proceeds of sale thereof including without limitation the right to be paid a royalty in respect thereof.

15. ABANDONMENT OF CLAIMS

15.1. Notwithstanding section 7.1, DDMI and Aber will not abandon or surrender or allow to lapse or expire any part or parts of any mining claims or leases relating to or comprising the Property except for the purpose of relocation without giving not less than 30 days prior written notice to Repadre. If any part or parts of any mining claims or leases relating to or comprising the Property are abandoned or surrendered or allowed to lapse or expire and subsequently DDMI, Aber, or any person to which DDMI or Aber, as the case may be, is related directly or indirectly restakes all or any part of any such expired mining claims or leases relating to or comprising all or part of the Property, the calculation of royalty payments owing by DDMI and Aber pursuant to this Agreement shall include all sales directly or indirectly received by DDMI or Aber, as applicable, in respect of any such re-staked mining claims or leases.

15.2. Repadre acknowledges that notwithstanding sections 8.2 and 8.3 DDMI and Aber make no representation or warranty, express or implied, that the claims comprised in the Property were located and recorded in compliance with the Canada Mining Regulations or that they are valid and in good standing and DDMI and Aber shall have no liability to Repadre based on or arising out of, directly or indirectly, any loss which may be suffered, including the cancellation of claims, because of any such non-compliance. If Repadre is or becomes aware that any such claims were located or recorded in non-compliance with the Canada Mining Regulations, it will maintain that information in confidence and will not act on it in any way harmful to the interests of DDMI or Aber.

16. **COVENANTS BETWEEN DDMI AND ABER**

16.1. DDMI and Aber agree between themselves that DDMI is released from its obligation as Manager under the Joint Venture Agreement to pay any royalty to Repadre and that any royalty or royalties to be paid to Repadre under the Repadre Letter Agreement shall cease to be included in Costs under the Joint Venture Agreement.

17. **GENERAL**

17.1. **Covenants are Several.** The representations and warranties and covenants of DDMI and Aber in this Agreement are several and not joint and several and neither DDMI nor Aber will have any liability to Repadre for a breach of or failure to perform the representations, warranties or covenants on the part of the other.

17.2. **Notice to Third Parties.** Repadre may provide to DDMI and Aber an instrument in writing intended to provide notice to third parties of the DDMI Royalty and the Aber Royalty, which DDMI and Aber will execute and Repadre may then record against title to the Property in offices of public record if and to the extent permitted by applicable law.

17.3. **Notices.** All notices, payments and other required communications ("Notices") to one party by another shall be in writing and shall be addressed respectively as follows:

If to DDMI:

Diavik Diamond Mines Inc.
5007-50th Avenue
P.O. Box 2498
Yellowknife, NT X1A 2P8
Attention: President
Telecopier: (867) 669-6323

If to Aber:

Aber Diamond Mines Ltd.
c/o Aber Diamond Corporation
P.O. Box 4569, Station A
Toronto, ON M5W 4T9
Attention: President
Telecopier: (416) 362-2230

If to Repadre:

Repadre Capital Corporation
 220 Bay Street
 5th Floor
 Toronto, Ontario
 M5J 2W4
Attention: President
 Telecopier: (416) 360-4750

All Notices shall be given (1) by personal delivery to the addressee, or (2) by electronic communication, with a confirmation sent by registered or certified mail return receipt requested, or (3) by registered or certified mail or commercial carrier return receipt requested. All Notices shall be effective and shall 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 parties.

- 17.4. Press Releases. The parties shall consult with each other before issuing any press release or making any public announcement with respect to this Agreement and, except to the extent required by any applicable law or regulatory requirement, or in the case of Repadre the publication of royalty revenue amounts, no party will issue any such press release or make any such public announcement without the prior written consent of the other parties, which consent will not be unreasonably withheld or delayed. Each party will review and may provide comments on any such press release or other public announcement mentioning another party hereto proposed to be made by another party within 48 hours after receipt.
- 17.5. Confidentiality. Any and all information received or obtained by Repadre or its representatives from DDMI or Aber pursuant to this Agreement, including without limitation the statements and returns delivered and other information obtained pursuant to Article 5 and Article 6, shall be kept confidential by Repadre. Any and all information received or obtained by DDMI or Aber, or their respective representatives, from Repadre pursuant to section 13.1 shall be kept confidential by DDMI or Aber, as applicable. Notwithstanding the foregoing:
- (a) no party hereto shall be required to keep confidential any information that: (i) is or becomes information that is generally available to the public other than as a result of disclosure by it, or (ii) is subsequently communicated to it by a third party who did not receive such information under any obligation of confidentiality to the discloser of such information, or (iii) is required to be disclosed pursuant to

any subpoena or other judicial order issued under applicable law or otherwise pursuant to applicable laws, but only to the extent so required or (iv) to the extent that such information is required to be disclosed in connection with the resolution of any dispute pursuant to this Agreement or the enforcement of such party's rights pursuant hereto, provided that such party provides the other party or parties reasonable notice prior to the public filing of any claim or notice of proceeding which notice shall include particulars of the proposed disclosure; and

(b) each party hereto shall be entitled to disclose any such information on a "need to know" basis to its employees, representative, agents and professional advisors and, in the case of Repadre, to Jennings, if the recipient first agrees in writing to be bound by the terms of this section 17.5 and each party shall be liable to the other parties hereto for any breach of confidentiality by its employees, representatives, agents or advisors.

17.6. Expenses. Except as otherwise expressly provided herein, all expenses incurred by a party hereto shall be paid by such party.

17.7. Amendment. No modification or amendment of this Agreement shall be effective unless agreed to in writing by all parties.

17.8. Time. Time shall be of the essence of this Agreement.

17.9. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Northwest Territories and each of the parties hereby attorns to the non-exclusive jurisdiction of the courts in the Northwest Territories.

17.10. Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument and agreement.

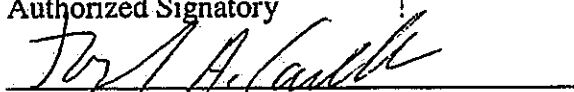
17.11. Binding Effect. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

THE CORPORATE SEAL of DIAVIK DIAMOND MINES INC. was hereunto affixed in the presence of

c/s

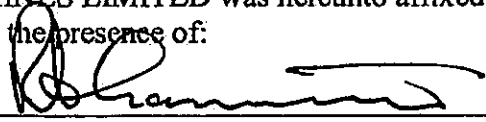
Authorized Signatory


Authorized Signatory

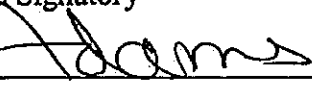


THE CORPORATE SEAL of ABER DIAMOND
MINES LIMITED was hereunto affixed
in the presence of:

c/s



Authorized Signatory



Authorized Signatory

THE CORPORATE SEAL of REPADRE CAPITAL
CORPORATION was hereunto affixed
in the presence of:

c/s

Authorized Signatory

Authorized Signatory



THE CORPORATE SEAL of ABER DIAMOND
MINES LIMITED was hereunto affixed
in the presence of:

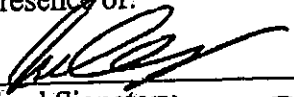
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Authorized Signatory

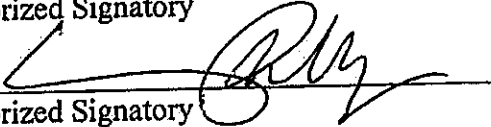
Authorized Signatory

THE CORPORATE SEAL of REPADRE CAPITAL
CORPORATION was hereunto affixed
in the presence of:

c/s



Authorized Signatory



Authorized Signatory



Schedule A

Ancillary Letters

RB

ABER RESOURCES LIMITED

January 22, 1992

Mr. Doug Johnson
Canfund Ventures Ltd.
2380-1055 West Hastings St.,
Vancouver, B.C. V6E 2E9

Re: LAND ACQUISITION, LAC DE GRAS AREA, NWT

Dear Mr. Johnson,


Following our recent discussions in regard to the diamond discovery in the above area this letter lays out our general terms of agreement concerning the acquisition of further land.

- a) It is agreed that Mr. Johnson will pay for the acquisition, by staking approximately 30,000 acres in the area outlined on the attached map. It is estimated that the cost of such staking will be \$0.50-0.60/acre but no warranty as to such cost is implied.
- b) It is agreed that Aber will arrange for the staking to be carried out based on recommendations made by Dr. C. Jennings and in consideration for arranging the staking, Aber will receive a 25% working interest in such ground following its acquisition by Doug Johnson.
- c) The ground acquired will be subject to a gross royalty of 1 1/2 % to Jennings and a gross royalty of 1% to Repadre Capital Corp. on whose data this staking is based. These royalties are subject to agreements between Jennings and Repadre and Jennings and West Viking, copies of which will be made available to you.
- e) The contractor for this staking will be Covello, Bryan & Associates of Yellowknife to whom an advance payment of \$15,000 is required to be made by Doug Johnson.

If you are in agreement with these terms please sign below.


MR. DOUG JOHNSON


MR. D.G. THOMAS
PRESIDENT



ABER RESOURCES LIMITED

January 24, 1977

Mr. Jordan Ethans
Commonwealth Gold Corporation
2390-1055 West Hastings St.,
Vancouver, B.C. V6E 2E9

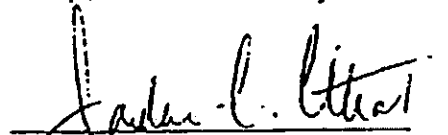
Re: LAND ACQUISITION, LAC DE GRAS AREA, NWT

Dear Mr. Ethans,

Following our recent discussions in regard to the diamond discovery in the above area this letter lays out our general terms of agreement concerning the acquisition of further land.

- a) It is agreed that Commonwealth Gold Corporation will pay for the acquisition, by staking approximately 140,000 acres in the area outlined on the attached map. It is estimated that the cost of such staking will be \$0.50-0.60/acre but no warranty as to such cost is implied.
- b) It is agreed that Aber will arrange for the staking to be carried out based on recommendations made by Dr. C. Jennings and in consideration for arranging the staking, Aber will receive a 25% working interest in such ground following its acquisition by Commonwealth Gold Corporation.
- c) The ground acquired will be subject to a gross royalty of 1 1/2 % to Jennings and a gross royalty of 1% to Repadre Capital Corp. on whose data this staking is based. These royalties are subject to agreements between Jennings and Repadre and Jennings and West Viking, copies of which will be made available to you.
- e) The contractor for this staking will be Covello, Bryan & Associates of Yellowknife to whom an advance payment of \$35,000 has been made by Commonwealth Gold Corporation.

If you are in agreement with these terms please sign below.


MR. JORDAN ETHANS
COMMONWEALTH GOLD CORPORATION


MR. D.G. THOMAS
PRESIDENT

ABER RESOURCES LIMITED

January 14, 1992

Mr. Brian Bailey
Pure Gold Resources Inc.
900-999 West Hastings St.,
Vancouver, B.C.


Re: LAND ACQUISITION, LAC DE GRAS AREA, NWT

Dear Mr. Bailey,


Following our recent discussions in regard to the diamond discovery in the above area this letter lays out our general terms of agreement concerning the acquisition of further land.

- a) It is agreed that Pure Gold will pay for the acquisition, by staking of approximately 70,000 acres in the area outlined on the attached map. It is estimated that the cost of such staking will be \$0.50-0.60/acre but no warranty as to such cost is implied.
- b) It is agreed that Aber will arrange for the staking to be carried out based on recommendations made by, Dr. C. Jennings.
- c) Aber will hold a 25% working interest in such ground following it's acquisition by Pure Gold.
- d) The ground acquired will be subject to a gross royalty of 1 1/2 % to Jennings and a gross royalty of 1% to Repadre Capital Corp. on whose data this staking is based. These royalties are subject to agreements between Jennings and Repadre and Jennings and West Viking, copies of which will be made available to you.
- e) The contractor for this staking will be Covello, Bryan & Associates of Yellowknife to whom an advance payment of \$20 000 is required.

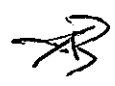
If you are in agreement with these terms please sign below.



MR. BRIAN BAILEY
PURE GOLD RESOURCES



MR. D.G. THOMAS
PRESIDENT



ABER RESOURCES LIMITED

January 14, 1992

Mr. Jordan Ethans
Tenby Resources Inc.
2390-1055 West Hastings St.,
Vancouver, B.C. V6E 2E9

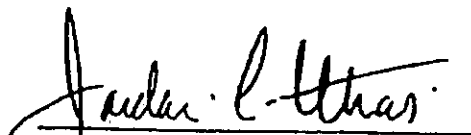
Re: LAND ACQUISITION, LAC DE GRAS AREA, NWT

Dear Mr. Ethans,

Following our recent discussions in regard to the diamond discovery in the above area this letter lays out our general terms of agreement concerning the acquisition of further land.

- a) It is agreed that Tenby Resources Inc. will pay for the acquisition, by staking approximately 100,000 acres in the area outlined on the attached map. It is estimated that the cost of such staking will be \$0.50-0.60/acre but no warranty as to such cost is implied.
- b) It is agreed that Aber will arrange for the staking to be carried out based on recommendations made by Dr. C. Jennings and in consideration for arranging the staking, Aber will receive a 25% working interest in such ground following it's acquisition by Tenby Resources Inc.
- c) The ground acquired will be subject to a gross royalty of 1 1/2 % to Jennings and a gross royalty of 1% to Repadre Capital Corp. on whose data this staking is based. These royalties are subject to agreements between Jennings and Repadre and Jennings and West Viking, copies of which will be made available to you.
- e) The contractor for this staking will be Covello, Bryan & Associates of Yellowknife to whom an advance payment of \$25,000 has been made by Tenby Resources Inc.

If you are in agreement with these terms please sign below.


MR. JORDAN ETHANS
TENBY RESOURCES INC.


D. GRENVILLE THOMAS
PRESIDENT



ABER RESOURCES LIMITED

January 14, 1992

Mr. Jim Owen
Westfort Petroleum Ltd.
P.O. Box 20095
Calgary Place Postal Outlet
Calgary, Alberta T2P 4J2


Re: LAND ACQUISITION, LAC DE GRAS AREA, NWT

Dear Mr. Owen,

Following our recent discussions in regard to the diamond discovery in the above area this letter lays out our general terms of agreement concerning the acquisition of further land.

- a) It is agreed that Westfort Petroleum Ltd. will pay for the acquisition, by staking approximately 16,000 acres in the area outlined on the attached map. It is estimated that the cost of such staking will be \$0.60/acre but no warranty as to such cost is implied.
- b) It is agreed that Aber will arrange for the staking to be carried out based on recommendations made by Dr. C. Jennings and in consideration for arranging the staking, Aber will receive a 25% working interest in such ground following it's acquisition by Westfort.
- c) The ground acquired will be subject to a gross royalty of 1 1/2 % to Jennings and a gross royalty of 1% to Repadre Capital Corp. on whose data this staking is based. These royalties are subject to agreements between Jennings and Repadre and Jennings and West Viking, copies of which will be made available to you.
- e) The contractor for this staking will be Covello, Bryan & Associates of Yellowknife to whom an advance payment of \$10,000 is required to be made by Westfort.

If you are in agreement with these terms please sign below.



MR. JIM OWEN
WESTFORT PETROLEUMS LTD.



MR. D. G. THOMAS
PRESIDENT



ABER RESOURCES LIMITED

January 14, 1992


Mr. Seamus Young
Suite 1022,
470 Granville St.
Vancouver, B.C.
V6C 1V5

Dear Mr. Young,

Following our discussions in regard to the diamond discovery in the above area this letter lays out our general terms of agreement concerning the acquisition of further land.

- a) It is agreed that Mr. Young will pay for the acquisition, by staking of approximately 16,000 acres in the area outlined on the attached map. It is estimated that the cost of such staking will be approximately \$0.60/acre but no warranty as to such cost is implied.
- b) It is agreed that Aber will arrange for the staking to be carried out based on recommendations made by Dr. C. Jennings and in consideration for arranging the staking, Aber will receive a 25% working interest in such ground following it's acquisition by Mr. Young.
- c) The ground acquired will be subject to a gross royalty of 1 1/2% to Jennings and a gross royalty of 1% to Repadre Capital Corp. on whose data this staking is based. These royalties are subject to agreements between Jennings and Repadre and Jennings and West Viking, copies of which will be made available to you.
- d) The contractor for this staking will be Covello, Bryan & Associates of Yellowknife to whom an advance payment of \$10,000 has been made by Mr. Young.

If you are in agreement with these terms please sign below.


MR. SEAMUS YOUNG


MR. D. G. THOMAS
PRESIDENT



ABER RESOURCES LIMITED

April 13, 1992

Dr. Chris Jennings
Southernera Resources Ltd.
181 University Avenue
Suite 1414, Guardian Tower
Toronto, Ontario
M5H 3M7

Dear Chris:

Further to our conversations in regard to the claims described in the appendix, this letter describes Aber's understanding of our agreement.

Aber holds the following claims in the general area of the Tarpon River:

WV 151 - WV 157

Southernera holds the following claims in the same general area of the Tarpon River:

Y 1-8, F 1-36, AB 1-46, AO 1-11, A 1-70

It is agreed that the above claims will form one property which will be beneficially owned seventy-five percent (75%) by Southernera and twenty-five percent (25%) by Aber. The respective interests in this land will be assessable such that each party will be liable for it's proportionate share of any costs to be incurred.

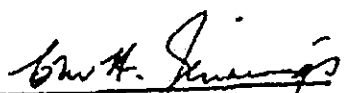
If this is your understanding of our agreement, please sign in the space provided below.

Yours sincerely,



D.G. Thomas
Aber Resources Ltd.

Agreed to:


Dr. C.M.H. Jennings
Southernera Resources Ltd.



349 East 21st Street
North Vancouver, B.C.

March 20, 1992

Kennecott Canada Inc.
Granville Square
138 - 200 Granville Street
Vancouver, B.C.
V6C 1S4

Attention: Russ Cranswick
Geologist

Dear Mr. Cranswick:

Re: Aber Resources Limited/Heard Syndicate
Joint Venture

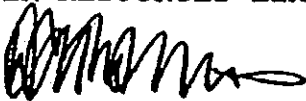
This letter will confirm that the above parties do intend to own the SYN 15, 16, 47, 48, 115 and 126 mineral claims jointly as to 50% each or 7,385.95 acres each.

The claims will be recorded March 23, 1992 in the name of R.T. Heard and it is our intention to transfer a 50% interest to Aber as soon as possible thereafter.

Aber/Heard agree to be bound to the same terms as those agreed to for the remaining Syndicate claims.

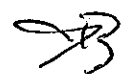
Yours very truly,

ABER RESOURCES LIMITED


D.G. Thomas

HEARD SYNDICATE


R.T. Heard



Kennecott Canada Inc.
P.O. Box 518, Suite 4700
Canada Trust Tower
BCE Place
161 Bay Street
Toronto, Ontario
M5J 2S1
Tel. (416) 364-2348
Fax (416) 364-2399

Kennecott

July 10, 1992

DELIVERED

SouthernEra Resources Limited,
Suite 1414 Guardian Tower,
181 University Avenue,
Toronto, Ontario.
M5H 3M7

Aber Resources Limited,
Suite 1414 Guardian Tower,
181 University Avenue,
Toronto, Ontario.
M5H 3M7

Dear Sirs:

Re: ZX-1 to ZX-20 Claims Inclusive, Record Numbers F 25261 to F 25280 Inclusive, Respectively, McKenzie District (North), Northwest Territories (the "Claims")

Reference is made to:

- (a) the option agreement (the "Diavik Agreement") dated June 1, 1992 between Kennecott Canada Inc. ("KCI") and Aber Resources Limited ("Aber"); and
- (b) the option agreement (the "McKenzie Agreement") dated July 10, 1992 between KCI and SouthernEra Resources Limited ("SUF").

For the sum of One Dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by all parties hereto), KCI, Aber and SUF agree as follows:

1. The Claims were inadvertently included in Part 1 of Schedule A to the McKenzie Agreement and were inadvertently not included in Part 1 of Schedule A to the Diavik Agreement.

2. Effective June 1, 1992, the Claims shall be deemed for all intents and purposes to be included in Part 1 of Schedule A to the Diavik Agreement and effective July 10, 1992, the Claims shall be deemed not to be included in the terms of the Diavik Agreement. *J. H. McKenzie*
3. The Diavik Agreement and the McKenzie Agreement, as amended hereby, shall continue in full force and effect.
4. The terms hereof shall be interpreted in accordance with the laws of British Columbia and shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

DATED the 10th day of July, 1992.

KENNECOTT CANADA INC.

By: *[Signature]*
 Its: President

c/s

Acknowledged and agreed to as of the date written above.

SOUTHERNERA RESOURCES LIMITED

By: *John H. Young* PRESIDENT
 Its: *[Signature]* DIRECTOR

c/s

ABER RESOURCES LIMITED

By: *[Signature]* DIRECTOR
 Its: *John H. Young* DIRECTOR

c/s

[Handwritten mark]

PROPERTY AGREEMENT made this 30th day of April, 1992.

B E T W E E N :

CHRISTOPHER M. H. JENNINGS,
of the Municipality of Metropolitan Toronto,

(hereinafter referred to as the "Vendor"),

OF THE FIRST PART,

- and -

SOUTHERNERA RESOURCES LIMITED,
a corporation incorporated under the laws of the
Province of Ontario,

(hereinafter referred to as the "Purchaser"),

OF THE SECOND PART.

WHEREAS the Vendor represents and warrants that he is the recorded and beneficial owner of and has the full right to deal with the 176 mining claims (hereinafter collectively called the "Claims") situated in the Lac du Gras area of the Northwest Territories, as listed in Schedule "A" attached hereto, and that the Claims are in good standing under the laws of the North West Territories as at the date of this Agreement;

AND WHEREAS the parties have agreed that the Purchaser shall purchase the Claims from the Vendor and the Vendor shall sell the same to the Purchaser upon the terms and conditions hereinafter set out;

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


1. The Vendor hereby sells the Claims and all his interest therein to the Purchaser and the Purchaser hereby purchases the same, free and clear of all liens and encumbrances of whatever nature and kind, save and except for the Repadre Royalty described below, for a purchase price equal to the Vendor's actual out-of-

pocket expenses incurred to stake and register the Claims, which expenses (the "Staking Expenses") the Vendor has represented are in the order of approximately \$200,000.

2. The purchase price shall be paid and satisfied by the Purchaser paying to the Vendor an amount equal to the aggregate of all Staking Expenses for which the Purchaser has already made payment and by assuming the Vendor's obligations with respect to all other Staking Expenses.
3. The parties hereby acknowledge and agree that the Claims are subject to a one percent (1%) net smelter return royalty in favour of Repadre Capital Corporation (the "Repadre Royalty"), as provided for in a letter agreement dated January 13, 1992, between the Vendor and Repadre Capital Corporation ("Repadre"). The Purchaser hereby covenants and agrees to assume all obligations relating to the Repadre Royalty, and to indemnify and save harmless the Vendor from and against any claims by Repadre or by any party claiming through or under Repadre with respect to the Repadre Royalty.
4. The Vendor shall do all such acts and execute all such transfers and any other documents as reasonably required by the Purchaser to carry out the intent of this Agreement and to transfer the registration of the Claims to the Purchaser.
5. This Agreement shall enure to the benefit of and be binding upon the parties hereto, and their heirs, executives, successors and respective assigns.

IN WITNESS WHEREOF this agreement has been executed by the parties hereto.

SIGNED, SEALED AND DELIVERED)
In the Presence of)




CHRISTOPHER M.H. JENNINGS

SOUTHERNERA RESOURCES LIMITED

By: 



SCHEDULE "A"

List of Claims in the Tarpon River, Lac du Gras area, Northwest Territories

Y1	to	Y8	inclusive
F1	to	F36	inclusive
AB1	to	AB46	inclusive
AO1	to	AO11	inclusive
A1	to	A75	inclusive

Total: 176 Claims



Schedule B

Jennings Letter Agreements

RB

WEST VIKING EXPLORATION LTD
Suite 400, 120 Adelaide St W, Richmond-Adelaide Centre
Toronto, Ontario, Canada M5H 1T1
Telephone (416) 367-4571 Telecopier (416) 367-5269

WEST VIKING

November 15, 1991

Dr. Chris Jennings
96 Mason Blvd.
Toronto, Ontario
M5M 3E1

Dear Chris:

The following will outline our undertaking concerning your participation and involvement in West Vikings "Diavik" project in the Northwest Territories.

i) West Viking will agree to sponsor a land acquisition program within the area bounded by the following co-ordinates:

- 1) 65°N 107° 30'W
- 2) 64°N 107° 30'W
- 3) 64°N 112° 00'W
- 4) 65°N 112° 00'W

up to a total cost of CDN\$150,000 resulting in the staking of a minimum of 200,000 acres of land acceptable to West Viking, utilizing your knowledge and database for the geologic potential of the area to host diamondiferous deposits.

ii) The claims and or claim blocks would be held in the name of West Viking Exploration, its trustees, successors or assigns. As compensation for your involvement in the project and on the condition that we acquire a minimum of 200,000 acres acceptable to West Viking within the CDN\$150,000 budget, West Viking will issue to you 240,000 shares of West Viking Exploration Ltd. and we will grant you a 1% gross royalty on any diamond production from the acquired property.

iii) West Viking also acknowledges that Corona Corporation and/or Repadre Capital Corporation are entitled to receive a total 1% ~~gross~~ gross royalty on any diamond production resulting from your diamond exploration efforts in this area, and that this royalty will apply to the property acquired for the "Diavik" project.

A.Y.B.
g

RB

- iv) With regards to claim groups in other areas for which you have disposition rights, you agree to grant West Viking exclusive rights to such claim groups, and West Viking acknowledges that Corona/Repadre have a total 2% gross royalty on diamond production from those existing claim groups, and you will be eligible to receive a 1% gross royalty from any diamond production thereon.
- v) In the event that West Viking is not successful in acquiring a technically acceptable property position representing at least 200,000 acres for an expenditure of CDN\$150,000 dollars; instead of issuing West Viking shares to you, as indicated in paragraph ii) above West Viking will grant you a direct 25% equity interest in the property acquired and any future disposition thereof, as well as a 1% gross royalty on any diamond production therefrom.
- vi) You agree to use your best efforts to assist in locating optimal technical target areas during the land acquisition program and to assist in technical and business efforts to advance the development of the project thereafter. As such West Viking acknowledge that you would be entitled to be reimbursed for all expenses related thereto.

Please indicate your acceptance of the above terms by signing in the appropriate space below. We look forward to success in the "Diavik" Venture.

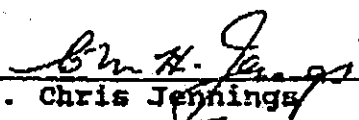
Yours truly,

WEST VIKING EXPLORATION LTD.



A. Lee Barker
President

ACKNOWLEDGED AND AGREED:


Dr. Chris Jennings



ABER RESOURCES LIMITED

April 24, 1992

Dr. Chris Jennings
96 Mason Blvd.
Toronto, Ontario
M5M 3E1

Dear Chris:

The following will outline our agreement concerning your participation and involvement in certain claims acquired by Aber Resources Ltd. ("Aber") in the "Diavik" project in the Northwest Territories.

- i) Aber has, utilizing your knowledge and database for the geologic potential of the area to host diamondiferous deposits, acquired mineral claims within the area bounded by the following co-ordinates:
 - 1) 65°N 107° 30'W
 - 2) 64°N 107° 30'W
 - 3) 64°N 112° 00'W
 - 4) 64°N 112° 00'W
- ii) The claims and or claim blocks will be held in the name of Aber, its trustees, successors or assigns. As compensation for your involvement in the acquisition of the mineral claims Aber will grant you a 1% gross royalty on any diamond production from the acquired property.
- iii) Aber also acknowledges that Corona Corporation and/or Repadre Capital Corporation are entitled to receive a total 1% gross royalty on any diamond production resulting from your diamond exploration efforts in this area, and that this royalty will apply to the mineral claims acquired for the "Diavik" project.
- iv) You agree to use your best efforts to assist in technical and business efforts of Aber to advance the development of the project thereafter. As such Aber acknowledges that you would be entitled to be reimbursed for all expenses related thereto.

.../2

i
Dr. Chris Jennings
April 24, 1992
Page 2

Please indicate your acceptance of the above terms by signing in the appropriate space below.

Yours truly,

ABER RESOURCES LIMITED



D. Grenville Thomas
President

ACKNOWLEDGED AND AGREED:



Dr. Chris Jennings



D. Grenville Thomas

1115 - 355 Burrard Street
Vancouver, BC
V6C 2G8

Phone: 604 668 8355
Fax: 604 668 8366

March 1, 1999

Dr. Christopher M.H. Jennings
Southernfra Resources Limited
33 Yonge Street, Suite 1040
Toronto, ON
M5E 1S9

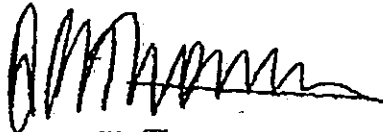
Dear Chris:

RE: Royalty -- Diavik Project

Further to our recent discussions, I wish to confirm that the co-ordinates in paragraph i) 4) of the letter of Aber Resources Limited dated April 24, 1992 is incorrect. The co-ordinates should have been 65°N 112° 00'W as set out in the original letter agreement between you and West Viking Exploration Ltd. dated November 15, 1991.

The reference in the Aber Resources Limited letter of April 24, 1992 in paragraph i) 4) to 64°N 112°00'W was a typographical error.

Yours truly,



D. Grenville Thomas



Schedule C

Repadre Letter Agreement

RB


January 13, 1992

Repadre Capital Corporation
10th Floor
6 Adelaide Street East
Toronto, Ontario
M5C 1H5

ATTENTION: Jonathan Goodman



Dear Sirs:

This letter will serve to set out the terms of the agreement which I have reached with you and upon being fully signed by both parties, and one copy being redelivered to me, will constitute a legal, binding and enforceable agreement between us.

You have represented to me that you are the beneficial owner of certain claims (hereinafter collectively referred to as the "Existing Claims"), as described in Schedule "A", and ~~that you are the recorded owner of such claims.~~ 

You hereby covenant, represent and warrant to me that the Existing Claims were properly and legally staked, recorded and tagged and that they are presently in good standing under the laws of the jurisdiction in which they are situate and are free and clear of any claims, liens or encumbrances by any person or party.

For good and valuable consideration, you have agreed to and you do hereby grant to me immediate and exclusive possession of the Existing Claims for an exploration period terminating upon termination or surrender of my rights hereunder (such period being hereinafter called the "Exploration Period"). The Existing Claims shall be transferred to me or to a company or nominee designated by me and such claims, and my rights and obligations under this agreement, shall be assignable by me or my nominee from time to time.

During the Exploration Period, I shall have sole access to the Existing Claims and may explore and prospect on them and shall supply you with quarterly reports and copies of technical data relating to my exploration. If this agreement is terminated or my rights hereunder are surrendered, you have the right to receive all information obtained by me with respect to the Existing Claims and I shall have the right to remove any installations thereon for a period of three months thereafter.

I may at any time and from time to time while this agreement is in full force and effect, by notice in writing, abandon any one or more of the Existing Claims. In the event that any of the Existing Claims are to be abandoned, I shall give you 30 days notice of my intention to abandon. Should you wish to have the claims retransferred to Repadré, you will provide written notice of such within the 30 day period. If no notice is received within this period, the claims may be abandoned forthwith. Should you direct that the claims be retransferred to Repadré, they will be returned in good standing. In either instance my obligations with respect to such claims shall cease as of the date of retransfer or abandonment. Abandonment of the claims may take place either by filing formal notice or allowing the claims to expire as per applicable government regulations. I shall have no further obligations in respect of the Existing Claims so abandoned.

If at any time I shall place any of the properties covered by the Existing Claims into production, you shall receive therefrom a royalty equal to 2% of the Net Smelter Returns calculated in accordance with Schedule "C".

In addition to the 2% Net Smelter Returns royalty in connection with the Existing Claims, I agree to pay you \$250,000, representing your current outlay in respect of the Existing Claims, when a production decision is made with respect of any of the Existing Claims.

If at any time a production decision is made with respect to any of the Existing Claims, you shall be given the right, exercisable within 30 days from the date I advise you that a production decision has been made, to acquire a 25% interest in whatever interest I may then have in the Existing Claims. If you exercise this option, you shall be responsible for reimbursing 25% of my share of any previous expenditures with respect to the Existing Claims, and shall be responsible for 25% of my share of any ongoing costs related thereto.

I also agree to pay you, or cause to have paid to you, 1% of the Net Smelter Returns calculated in accordance with Schedule "C" in respect of any claims staked in the area referred to in Schedule "B", provided I have either staked those claims on my own behalf or on behalf of any person for whom I have acted as a consultant and from whom I have received a royalty or equity as remuneration (the "New Claims"). This royalty shall only apply to any properties covered by the New Claims which have been



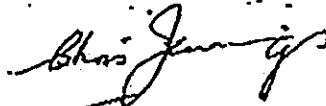
staked after November 15, 1991 and before November 15, 1992.

The Existing Claims and the New Claims are sometimes in this agreement and in Schedule "C" referred to as the "Claims".

This letter constitutes the entire agreement between us and there are no rights or obligations on the part of either of us toward each other or for the benefit of any other party, nor any other act, matter or thing to be done or taken by either of us or any other person with respect to the Claims except as herein set forth. You further confirm that International Corona Corporation does not have any right, title or interest in the Claims.

If the foregoing is acceptable, please indicate your agreement by signing and returning the enclosed duplicate of this agreement.

Yours truly,

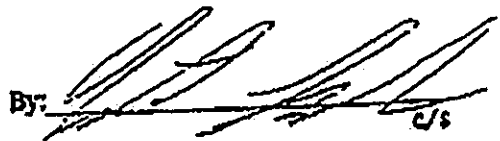


Chris Jennings

The foregoing truly represents our agreement in respect to the Claims. We hereby agree to be bound by and to comply with the terms, provisions and conditions contained in the within letter agreement.

DATED the _____ day of January, 1992.

Repadre Capital Corporation

By:  JS



SCHEDULE "A"

Manitoba

Ash 1 P9540E
Gill 1 CB9127
Gill 2 CB9126

Held By

Robert Major
Rod Spooner
Rod Spooner

Expiring

August 7, 1992
August 19, 1992
August 19, 1992

Saskatchewan

S-101251

Robert Major

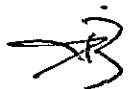
January 3, 1992



SCHEDULE "B"

An area bounded by the following coordinates:

1. 65°N 112°W
2. 65°N 108°W
3. 64°N 108°W
4. 64°N 112°W

A large, stylized handwritten signature consisting of several overlapping, sweeping lines.A small, handwritten mark or signature consisting of a few connected strokes.

Schedule D

Property

A handwritten mark or signature in the bottom right corner of the page, consisting of several loops and a final flourish.

DIAVIK DIAMOND MINES INC.
MINING LEASES AND CLAIMS
September, 2003

CLAIM	TAG No.	RECORDED	NTS	Acres	Lease #	Lease Issue Date
WV 2	F20508	20/01/92	76C12	2654	4149	Jan 16 / 02
WV 3	F20509	20/01/92	76C12	2647	4150	Jan 16 / 02
WV 4	F20510	20/01/92	76C12	2551	4151	Jan 16 / 02
WV 5	F20511	20/01/92	76C12,13	2582.5	4220	Jan. 16 / 02
WV 6	F20512	20/01/92	76C12	2582.5	4230	Jan. 16 / 02
WV 7	F20513	20/01/92	76C12	2577	4169	Jan 16 / 02
WV 8	F20514	20/01/92	76C12	2644	4090	Jan 16 / 02
WV 9	F20515	20/01/92	76C13	2624	4188	Jan 16 / 02
WV 10	F20516	20/01/92	76C13	2558	4189	Jan 16 / 02
WV 11	F20517	20/01/92	76C13	2544	4190	Jan 16 / 02
WV 12	F20518	20/01/92	76C12,13	2547	4191	Jan 16 / 02
WV 13	F20519	20/01/92	76C12	2582.5	4221	Jan 16 / 02
WV 14	F20520	20/01/92	76C12	2582.5	4231	Jan 16 / 02
WV 15	F20521	20/01/92	76C12	2688	4170	Jan 16 / 02
WV 16	F20522	20/01/92	76C12	2614	4091	Jan 16 / 02
WV 17	F20523	22/01/92	76C13,14	2582.5	4224	Jan 16 / 02
WV 18	F20524	22/01/92	76C13,14	2582.5	4225	Jan 16 / 02
WV 19	F20525	22/01/92	76C13,14	2582.5	4226	Jan 16 / 02
WV 21	F20527	22/01/92	76C11,12	2582.5	4222	Jan 16 / 02
WV 22	F20528	22/01/92	76C11,12	2582.5	4232	Jan 16 / 02
WV 23	F20529	22/01/92	76C11,12	2519	4171	Jan 16 / 02
WV 24	F20530	22/01/92	76C11,12	2656	4092	Jan 16 / 02
WV 29	F20535	22/01/92	76C11	2582.5	4223	Jan 16 / 02
WV 30	F20536	22/01/92	76C11	2582.5	4233	Jan 16 / 02
WV 31	F20537	22/01/92	76C11	2685	4172	Jan 16 / 02
WV 36	F20542	22/01/92	76C11,14	2634	4418	Jan 16 / 02
WV 39	F20545	22/01/92	76C11	2604	4173	Jan 16 / 02
WV 43	F20549	22/01/92	76C14	2621	4403	Jan. 16 / 02
WV 50	F20556	22/01/92	76C14	2623	4397	Jan. 16 / 02
WV 54	F20431	22/01/92	76C11	2548	4393	Jan. 16 / 02
WV 56	F20433	22/01/92	76C11	2567	4407	Jan. 16 / 02
WV 58	F20435	22/01/92	76C14	2652	4398	Jan. 16 / 02
WV 59	F20436	22/01/92	76C14	2430	4404	Jan. 16 / 02
WV 61	F20438	22/01/92	76C11	2608	4413	Jan. 16 / 02
WV 62	F20439	22/01/92	76C11	2604	4394	Jan. 16 / 02
WV 64	F20441	22/01/92	76C11	2596	4408	Jan. 16 / 02
WV 66	F20443	24/01/92	76C14	2603	4399	Jan. 16 / 02
WV 67	F20444	24/01/92	76C14	2642	4405	Jan. 16 / 02
WV 68	F20445	24/01/92	76C11,14	2636	4419	Jan. 16 / 02
WV 69	F20446	24/01/92	76C11	2530	4414	Jan. 16 / 02
WV 70	F20447	24/01/92	76C11	2550	4395	Jan. 16 / 02
WV 72	F20455	24/01/92	76C14	2579	4406	Jan. 16 / 02
WV 74	F20457	24/01/92	76C11	2580	4415	Jan. 16 / 02
WV 75	F20458	24/01/92	76C11	2690	4396	Jan 16 / 02
WV 77	F20460	24/01/92	76C11,14	2503	4420	Jan. 16 / 02
WV 78	F20461	24/01/92	76C11	2668	4416	Jan. 16 / 02
WV 79	F20462	24/01/92	76C11	2637	4093	Jan 16 / 02
WV 82	F20465	24/01/92	76C11	2494	4417	Jan. 16 / 02
WV 84	F20467	24/01/92	76C12	2649	4161	Jan 16 / 02
WV 85	F20468	24/01/92	76C12	2582.5	4205	Jan. 16 / 02
WV 86	F20469	24/01/92	76C12	2654	4194	Jan 16 / 02
WV 87	F20470	24/01/92	76C12	2411	4162	Jan 16 / 02
WV 88	F20471	24/01/92	76C12	2582.5	4206	Jan 16 / 02
WV 89	F20472	24/01/92	76C12	2562	4195	Jan 16 / 02
WV 90	F20473	24/01/92	76C12	2743	4163	Jan 16 / 02
WV 91	F20474	24/01/92	76C12	2582.5	4207	Jan 16 / 02
WV 92	F20475	24/01/92	76C12	2523	4196	Jan 16 / 02
WV 93	F20476	24/01/92	76C12	2528	4168	Jan 16 / 02
WV 94	F20477	24/01/92	76C12	2582.5	4208	Jan 16 / 02
WV 95	F20478	24/01/92	76C12	2749	4197	Jan 16 / 02
WV 96	F20479	24/01/92	76C12	2582.5	4219	Jan 16 / 02

WV 97	F20483	24/01/92	76C5,12	2556	4179	Jan 16 / 02
WV 98	F20484	24/01/92	76C12	2220	4164	Jan 16 / 02
WV 99	F20485	24/01/92	76C12	2066	4209	Jan 16 / 02
WV 100	F20486	24/01/92	76C12	2157	4198	Jan 16 / 02
WV 101	F20487	24/01/92	76C12	2066	4218	Jan 16 / 02
WV 102	F20488	24/01/92	76C5,12	1995	4180	Jan 16 / 02
WV 103	F20489	24/01/92	76C5,12	2169.4	4212	Jan 16 / 02
WV 104	F20490	24/01/92	76C5	2149	4134	Jan 16 / 02
WV 105	F20491	24/01/92	76C5	2324.25	4213	Jan 16 / 02
WV 106	F20492	24/01/92	76C5	2324.25	4135	Jan 16 / 02
WV 107	F20493	24/01/92	76C12	2520	4165	Jan 16 / 02
WV 108	F20494	24/01/92	76C12	2066	4210	Jan 16 / 02
WV 109	F20495	24/01/92	76C12	2053	4166	Jan 16 / 02
WV 110	F20496	24/01/92	76C12	1652.8	4211	Jan 16 / 02
WV 111	F20632	24/01/92	76C12	2828	4167	Jan 16 / 02
WV 112	F20633	24/01/92	76C12	1093	4148	Jan 6 / 02
WV 114	F20635	24/01/92	76C11	2573	4409	Jan. 16 / 02
WV 117	F20638	24/01/92	76C11	2559	4095	Jan. 16 / 02
WV 118	F20639	24/01/92	76C11	2626	4096	Jan 16 / 02
WV 119	F20640	24/01/92	76C11	2622	4400	Jan. 16 / 02
WV 120	F20641	24/01/92	76C11	2568	4094	Jan 16 / 02
WV 122	F20643	27/01/92	76C10,11	2497	4402	Jan. 16 / 02
WV 123	F20644	27/01/92	76C11	2510	4401	Jan. 16 / 02
WV 133	F20654	27/01/92	76C10	2651	4410	Jan. 16 / 02
WV 137	F20658	27/01/92	76C10	2582.5	4228	Jan 16 / 02
WV 138	F20659	27/01/92	76C10	2582.5	4229	Jan 16 / 02
WV 143	F20674	20/01/92	76C13,14	2582.5	4227	Jan 16 / 02
WV 144	F20675	20/01/92	76D8	2041	3710	Nov 19 / 97
WV 145	F20676	20/01/92	76D8	2564	3711	Nov 19 / 97
WV 146	F20677	20/01/92	76C5,D8	1298	4136	Jan 16 / 02
WV 147	F20678	20/01/92	76C5	2168	4137	Jan 16 / 02
WV 150	F20682	03/02/1992	76C14	2582.5	pending	
WV 158	F20690	28/01/92	76D9	2434	3931	July 17 / 97
WV 159	F20691	28/01/92	76D9	2664	3713	Nov 19 / 97
WV 160	F20692	28/01/92	76D9	2547	3714	Nov 19 / 97
WV 161	F20693	28/01/92	76D9	2589	3715	Nov 19 / 97
WV 162	F20694	28/01/92	76D9	2592	3716	Nov 19 / 97
WV 163	F20695	28/01/92	76D8	2582.5	3767	Nov 19 / 97
WV 164	F20696	28/01/92	76D8	2616	3540	Feb 24 / 97
WV 165	F20697	28/01/92	76D8	2697	3539	July 16 / 97
WV 166	F20698	28/01/92	76D8	2703	3541	Feb 24 / 97
WV 167	F20699	28/01/92	76D8	2671	3712	Nov 19 / 97
SL 1	F69910	22/09/03	76C11	2582.5	n/a	n/a
SL 4	F69913	22/09/03	76C11	2582.5	n/a	n/a
SL 5	F69914	22/09/03	76C11	2582.5	n/a	n/a
SLN 11	F76278	pending	76C10	2582.5	n/a	n/a
SLN 12	F76279	pending	76C10	2582.5	n/a	n/a

Schedule E.1

Assumption Agreement (Article 12)

TO: REPADRE CAPITAL CORPORATION (“Repadre”) [or insert name of successor or assign, as applicable]

WHEREAS Diavik Diamond Mines Inc., Aber Diamond Mines Ltd. and Repadre have executed a royalty agreement dated as of the 30th day of September, 2003 (such agreement, together with all amendments, supplements, restatements and replacements thereof from time to time, is herein referred to as the “**Royalty Agreement**”);

AND WHEREAS ● [insert name of Diavik Diamond Mines Inc., Aber Diamond Mines Ltd. or other transferor, as applicable] (the “**Transferor**”) intends to Transfer to ● (the “**Transferee**”) all or part of the Transferor’s undivided beneficial interest in the Property and the Royalty Agreement on and subject to the terms and conditions of ● [insert reference to Sale and Purchase Agreement or other relevant documentation as appropriate in the circumstances] (the “**SPA**”);

AND WHEREAS pursuant to Article 12 of the Royalty Agreement, the Transferor has agreed not to Transfer its undivided beneficial interest in the Property and the Royalty Agreement in whole or in part unless both the Royalty Agreement and such beneficial interest are Transferred concurrently to the same person and such transferee first executes and delivers to Repadre an assumption agreement pursuant to which such transferee assumes the obligations of the Transferor under the Royalty Agreement, including payment of the DDMI Royalty or the Aber Royalty as applicable (the “**Royalty**”), and provided such Transfer is otherwise made in accordance with the terms of such Royalty Agreement;

NOW THEREFORE the Transferee and the Transferor hereby agree as follows in favour of Repadre:

18. The Transferor and the Transferee hereby confirm that subject to any conditions of closing specified in the SPA which have not yet been satisfied or waived, the Transferor will irrevocably Transfer to the Transferee, and the Transferee will irrevocably assume, as of ● [insert date] or such later date as may be determined under the SPA and of which the Transferor shall give Repadre notice (the “**Transfer Date**”), all [or ● %] of the Transferor’s undivided right, title and beneficial interest and obligations in and to the Property (collectively, “**Transferred Interest**”).
19. The Transferee:
 - 19.1. represents and warrants to Repadre that it has the power and capacity to, and is legally authorized to, enter into this Agreement and that the performance of its obligations pursuant hereto and pursuant to the Royalty Agreement are not prohibited or restricted by any law binding upon or applicable to it;

- 19.2. confirms to Repadre that it has received a copy of the Royalty Agreement and that subject to the completion of the closing contemplated by the SPA (of which the Transferor shall give Repadre notice) it shall, on and after the Transfer Date, be bound by the provisions of the Royalty Agreement as if it were an original signatory thereto and shall assume, comply with and perform fully, in accordance with the terms of the Royalty Agreement, all of the obligations of the Transferor which by the terms of the Royalty Agreement are required to be performed by the Transferor, to the extent of the Transferred Interest.
20. The Transferor confirms that, notwithstanding such Transfer of the Transferred Interest, it will continue to be bound by the terms of the Royalty Agreement, including section 12.3 thereof.
21. From and after the Transfer Date, subject to the completion of the closing contemplated by the SPA (of which the Transferor shall give Repadre notice) the Transferee agrees to make all [or ●% of the amount of all] payments of the Royalty to Repadre, subject to and in accordance with the terms of the Royalty Agreement.
22. The Transferor and the Transferee agree between themselves that the provisions of this Agreement shall not limit or derogate from and are without prejudice to the covenants, agreements, representations, warranties, indemnities and obligations of the Transferor and the Transferee respectively contained in the SPA and agreements, instruments and documents delivered or to be delivered at the closing of the transactions contemplated thereby, including without limitation any such agreements that pertain to the Royalty Agreement and the assumption by the Transferee of obligations thereunder, all of which shall continue in full force and effect in accordance with the terms thereof.
23. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Northwest Territories and each of the parties hereby attorns to the non-exclusive jurisdiction of the courts in the Northwest Territories.
24. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No party shall assign its rights or obligations hereunder except in conjunction with a further Transfer made in compliance with Article 12 of the Royalty Agreement.
25. This Agreement may be executed by the Transferor and the Transferee in one or more separate counterparts (including facsimile copies hereof) and all such counterparts and/or facsimile copies taken together, as signed, shall be deemed to constitute one and the same agreement.
26. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Royalty Agreement.
27. Each of the Transferor and the Transferee shall from time to time upon every reasonable request of Repadre to do so, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be



necessary in the opinion of Repadre for more effectively implementing and carrying out the true intent of this agreement.

- 28. The Transferor and the Transferee shall each bear their own expenses incurred in connection with this Agreement and the transaction contemplated herein, including, without limitation, any taxes payable in respect of the assignment of the Royalty Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the ____ day of _____, _____.

●

By: _____
Name:
Title:

By: _____
Name:
Title:

●

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule E.2

Assumption Agreement (Article 13)

TO: DIAVIK DIAMOND MINES INC. AND ABER DIAMOND MINES LTD. [or insert name of successor or assign, as applicable]

WHEREAS Diavik Diamond Mines Inc. ("DDMI"), Aber Diamond Mines Ltd. ("Aber") and Repadre Capital Corporation ("**Repadre**") have executed a royalty agreement dated as of the 30th day of September, 2003 (such agreement, together with all amendments, supplements, restatements and replacements thereof from time to time, is herein referred to as the "**Royalty Agreement**");

AND WHEREAS ● [insert name of Repadre or other transferor, as applicable] (the "**Transferor**") intends to Transfer to ● (the "**Transferee**") all or part of the Transferor's interest in the ● [insert DDMI Royalty or Aber Royalty, as applicable];

AND WHEREAS pursuant to section 13 of the Royalty Agreement, the Transferor has agreed not to Transfer the ● [insert DDMI Royalty or Aber Royalty, as applicable] unless the Transferee first executes and delivers to ● [insert DDMI and Aber or name of any successor or assign, as applicable] an assumption agreement pursuant to which the Transferee assumes the obligations of the Transferor under the Royalty Agreement to the extent of the Transferred Interest (as defined below);

NOW THEREFORE the parties hereto hereby agree as follows:

29. The Transferor and the Transferee hereby confirm in favour of ● [insert DDMI and Aber or name of any successor or assign, as applicable] that the Transferor will irrevocably Transfer to the Transferee, and the Transferee will irrevocably assume, as of ● [insert date] (the "**Transfer Date**"), all [or ● %] of the Transferor's right, title and beneficial interest in the ● [insert DDMI Royalty or Aber Royalty, as applicable] and all rights and obligations in and to the Royalty Agreement (collectively, the "**Transferred Interest**").
30. The Transferee:
 - 30.1. represents and warrants that it has the power and capacity, and is legally authorized, to enter into this Agreement and that the performance of its obligations pursuant hereto and pursuant to the Royalty Agreement are not prohibited or restricted by any law binding upon or applicable to it;
 - 30.2. confirms that it has received a copy of the Royalty Agreement and that it shall, on and after the Transfer Date, be bound by the provisions of the Royalty Agreement as if it were an original signatory thereto and shall assume, comply with and perform fully, in accordance with the terms of the Royalty Agreement, all of the obligations of the Transferor which by the terms of the Royalty Agreement are required to be performed by the Transferor, to the extent of the Transferred Interest.



- 31. The Transferor confirms that, notwithstanding such Transfer of the Transferred Interest, it will continue to be bound by the terms of the Royalty Agreement, including section 13.3 thereof.
- 32. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Northwest Territories and each of the parties hereby attorns to the non-exclusive jurisdiction of the courts in the Northwest Territories.
- 33. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Neither the Transferor nor the Transferee shall assign its rights or obligations hereunder without the prior written consent of the other parties hereto.
- 34. This Agreement may be executed by the parties hereto in one or more separate counterparts (including facsimile copies hereof) and all such counterparts and/or facsimile copies taken together, as signed, shall be deemed to constitute one and the same agreement.
- 35. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Royalty Agreement.
- 36. Each party hereto shall from time to time upon every reasonable request of another party hereto to do so, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as may be necessary in the opinion of such other party for more effectively implementing and carrying out the true intent of this agreement.
- 37. Each party shall each bear its own expenses incurred in connection with this Agreement and the transaction contemplated herein, including, without limitation, any taxes payable in respect of the assignment of the Royalty Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the ____ day of _____, _____.

● [Transferor]

By: _____
 Name:
 Title:

By: _____
 Name:
 Title:

- [Transferee]

By: _____
Name:
Title:

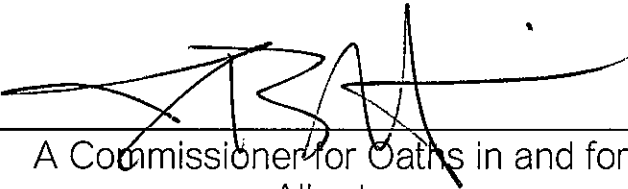
By: _____
Name:
Title:



This is Exhibit "B" referred to
in the Affidavit of

ERFAN KAZEMI

sworn before me this 29th day
of October, 2020



A Commissioner for Oaths in and for
Alberta

JOSEPH JAMES BELLUSSIMO
BARRISTER & SOLICITOR



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**NOTICE TO THIRD PARTIES
CLAIM OF INTEREST**

S. 82(1)(c) *Mining Regulations*, R-015-2014

TO: THE MINING RECORDER OF THE NORTHWEST TERRITORIES

TAKE NOTICE that Sandstorm Gold Ltd. hereby claims to have a royalty interest in the following mining leases (the "Property") pursuant to a Royalty Agreement dated September 30, 2003 between Diavik Diamond Mines Inc., Aber Diamond Mines Ltd. and Repadre Capital Corporation and a Royalty Purchase and Sale Agreement dated March 23, 2015 between IAMGOLD Corporation and Sandstorm Gold Ltd.:

See Table 1 Attached

being the Property standing in the name of:

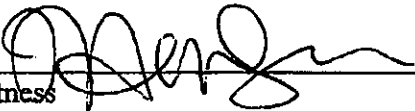

DIAVIK DIAMOND MINES (2012) INC.

and Sandstorm Gold Ltd. forbids the registration of any person as transferee or owner of, or any instrument affecting the same estate or interest in the Property, unless the instrument or document of title, as the case may be, is expressed to be subject to its claim.

Sandstorm Gold Ltd. hereby appoints the following as the place at which notices and proceedings relating hereto may be served:

Suite 1400
400 Burrard Street
Vancouver, BC
V6C 3A6

Dated at the City of Vancouver, in the Province of British Columbia, this 30th day of July, 2015.

<p>Witness </p>	<p>SANDSTORM GOLD LTD.  Erfan Kazem</p>
--	---

Recorded in the office of the Mining Recorder at Yellowknife, NT
on the 11th day of AUGUST 2015
as Document No. G 33745

Mining Recorder: 



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TABLE 1

CLAIM	Tag No.	Recorded	NTS	Acres	NT Lease No.
WV165	F20697	28/01/92	76D9	2697	3539
WV164	F20696	28/01/92	76D9	2616	3540
WV166	F20698	28/01/92	76D9	2703	3541
WV144	F20675	20/01/92	76D8	2041	3710
WV145	F20676	20/01/92	76D8	2564	3711
WV167	F20699	28/01/92	76D9	2671	3712
WV159	F20691	28/01/92	76D9	2664	3713
WV160	F20692	28/01/92	76D9	2547	3714
WV161	F20693	28/01/92	76D9	2589	3715
WV162	F20694	28/01/92	76D9	2592	3716
WV163	F20695	28/01/92	76D9	2582.5	3767
WV158	F20690	28/01/92	76D9	2434	3931
WV8	F20514	20/01/92	76C12	2644	4090
WV16	F20522	20/01/92	76C12	2614	4091
WV24	F20530	22/01/92	76C11,12	2656	4092
WV79	F20462	24/01/92	76C11	2637	4093
WV120	F20641	24/01/92	76C11	2568	4094
WV117	F20638	24/01/92	76C11	2559	4095
WV118	F20639	24/01/92	76C11	2626	4096
WV104	F20490	24/01/92	76C5	2149	4134
WV106	F20492	24/01/92	76C5	2324.25	4135
WV146	F20677	20/01/92	76C5,08	1298	4136
WV147	F20678	20/01/92	76C5	2168	4137
WV112	F20633	24/01/92	76C12	1093	4148
WV2	F20508	20/01/92	76C12	2654	4149
WV3	F20509	20/01/92	76C12	2647	4150
WV4	F20510	20/01/92	76C12	2551	4151
WV84	F20467	24/01/92	76C12	2649	4161
WV87	F20470	24/01/92	76C12	2411	4162
WV90	F20473	24/01/92	76C12	2743	4163
WV98	F20484	24/01/92	76C12	2220	4164
WV107	F20493	24/01/92	76C12	2520	4165
WV109	F20495	24/01/92	76C12	2053	4166
WV111	F20632	24/01/92	76C12	2828	4167
WV93	F20476	24/01/92	76C12	2528	4168

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CLAIM	Tag No.	Recorded	NTS	Acres	NT Lease No.
WV7	F20513	20/01/92	76C12	2577	4169
WV15	F20521	20/01/92	76C12	2688	4170
WV23	F20529	22/01/92	76C11,12	2519	4171
WV31	F20537	22/01/92	76C11	2685	4172
WV39	F20545	22/01/92	76C11	2604	4173
WV97	F20483	24/01/92	76C5,12	2556	4179
WV102	F20488	24/01/92	76C5,12	1995	4180
WV9	F20515	20/01/92	76C13	2624	4188
WV10	F20516	20/01/92	76C13	2558	4189
WV11	F20517	20/01/92	76C13	2544	4190
WV12	F20518	20/01/92	76C12,13	2547	4191
WV86	F20469	24/01/92	76C12	2654	4194
WV89	F20472	24/01/92	76C12	2562	4195
WV92	F20475	24/01/92	76C12	2523	4196
WV95	F20478	24/01/92	76C12	2749	4197
WV100	F20486	24/01/92	76C12	2157	4198
WV85	F20468	24/01/92	76C12	2582.5	4205
WV88	F20471	24/01/92	76C12	2582.5	4206
WV91	F20474	24/01/92	76C12	2582.5	4207
WV94	F20477	24/01/92	76C12	2582.5	4208
WV99	F20485	24/01/92	76C12	2066	4209
WV108	F20494	24/01/92	76C12	2066	4210
WV110	F20496	24/01/92	76C12	1652.8	4211
WV103	F20489	24/01/92	76C5,12	2169.4	4212
WV105	F20491	24/01/92	76C5	2324.25	4213
WV101	F20487	24/01/92	76C12	2066	4218
WV96	F20479	24/01/92	76C12	2582.5	4219
WV5	F20511	20/01/92	76C12,13	2582.5	4220
WV13	F20519	20/01/92	76C12	2582.5	4221
WV21	F20527	22/01/92	76C11,12	2582.5	4222
WV29	F20535	22/01/92	76C11	2582.5	4223
WV17	F20523	22/01/92	76C13,14	2582.5	4224
WV18	F20524	22/01/92	76C13,14	2582.5	4225
WV19	F20525	22/01/92	76C13,14	2582.5	4226
WV137	F20658	27/01/92	76C10	2582.5	4228
WV138	F20659	27/01/92	76C10	2582.5	4229
WV6	F20512	20/01/92	76C12	2582.5	4230
Wv14	F20520	20/01/92	76C12	2582.5	4231
WV22	F20528	22/01/92	76C11,12	2582.5	4232
WV30	F20536	22/01/92	76C11	2582.5	4233

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CLAIM	Tag No.	Recorded	NTS	Acres	NT Lease No.
WV54	F20431	22/01/92	76C11	2548	4393
WV62	F20439	22/01/92	76C11	2604	4394
WV70	F20447	24/01/92	76C11	2550	4395
WV75	F20458	24/01/92	76C11	2690	4396
WV119	F20640	24/01/92	76C11	2622	4400
WV123	F20644	27/01/92	76C11	2510	4401
WV122	F20643	27/01/92	76C10,11	2497	4402
WV43	F20549	22/01/92	76C14	2621	4403
WV59	F20436	22/01/92	76C14	2430	4404
WV67	F20444	24/01/92	76C14	2642	4405
WV72	F20455	24/01/92	76C14	2579	4406
WV56	F20433	22/01/92	76C11	2567	4407
WV64	F20441	22/01/92	76C11	2596	4408
WV114	F20635	24/01/92	76C11	2573	4409
WV133	F20654	27/01/92	76C10	2651	4410
WV61	F20438	22/01/92	76C11	2608	4413
WV69	F20446	24/01/92	76C11	2530	4414
WV74	F20457	24/01/92	76C11	2580	4415
WV78	F20461	24/01/92	76C11	2668	4416
WV82	F20465	24/01/92	76C11	2494	4417
WV36	F20542	22/01/92	76C11,14	2634	4418
WV68	F20445	24/01/92	76C11,14	2636	4419
WV77	F20460	24/01/92	76C11,14	2503	4420
SL1	F69910	22/09/03	76C11	2582.5	5189
SL4	F69913	22/09/03	76C11	2582.5	5191
SLN12	F76279	29/10/03	76C10	2582.5	5192
SLN11	F76278	29/10/03	76C10	2582.5	5193
SL5	F69914	22/09/03	76C11	2582.5	5214

CERTIFIED TRUE COPY

**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

I, Erfan Kazemi, of the City of Vancouver, in the Province of British Columbia, MAKE OATH
AND SAY THAT:

- 1. I am a Duly Authorized Agent, Officer of Sandstorm Gold Ltd., a corporation named in the within or annexed instrument.
- 2. I am authorized by the said corporation to execute the within or annexed instrument without affixing a corporate seal with the intent that it be binding upon the said corporation.

SWORN BEFORE ME at the City of Vancouver, in the Province of British Columbia, this 30th day of July, 2015.

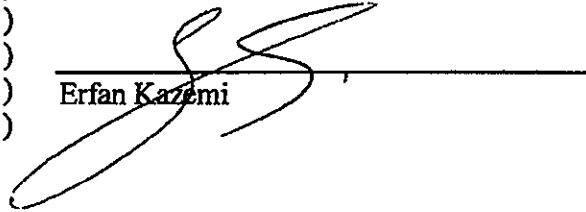


A Notary Public in and for the Province of British Columbia.

My appointment expires: never
Seal

JENNIFER MARIE HANSEN
Barrister & Solicitor
12200-885 West Georgia Street
Vancouver, B.C. V6C 3E8
Phone: (604) 691-6100
BC Law Society No. 510785

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Erfan Kazemi



APPENDIX "A"

Certificate of Commissioning by Videoconference

I, Joseph Bellissimo, Commissioner of Oaths in and for the Province of Alberta, took the Affidavit of Erfan Kazemi via video conference on October 29, 2020 (the "Affidavit").

The affiant and I followed the process outlined by the Alberta Court of Queen's Bench in Notice to the Profession and Public #2020-02 dated March 25, 2020. In addition to the steps described in the Affidavit, I compared each page of the copy I received from the affiant with the initialed copy that was before me while I was linked by videoconference with the affiant. Upon being satisfied that the two copies were identical, I affixed my name to the jurat.

On March 17, 2020, the Government of Alberta declared a state of public health emergency pursuant to the Alberta Public Health Act in response to the COVID-19 pandemic. The Government of Alberta also strongly recommends that all individuals stay home and avoid contact with others whenever possible. Therefore, I am satisfied that this process was necessary because it was unsafe for the deponent and I to be physically present together.



Joseph J. Bellissimo