NAALAKKERSUISUT
GOVERNMENT OF GREENLAND

EXCLUSIVE LICENCE NO. 2014/21
FOR EXPLOITATION OF CERTAIN MINERALS
IN AREAS AT AAPPALUTTOQ IN WEST GREENLAND

Government of Greenland
Ministry of Industry and Mineral Resources
Mineral Licence and Safety Authority
March 2014

Table of contents

EXCLUSIVE LICENCE FOR EXPLOITATION OF MINERALS	3
Article 1 Definitions, interpretations and appendices	4
Article 2 Licence Area	8
Article 3 Licence Period	9
Article 4 Minerals covered by the Licence	9
Article 5 Fees	10
Article 6 Royalty	10
Article 7 Agreement on further training	22
Article 8 Third party activities in the Licence Area	23
Article 9 Handling, processing and sale etc. of minerals	24
Article 10 Preliminary valuation of minerals	32
Article 11 Information technology systems (IT Systems)	33
Article 12 Exploitation plan (development, production and abandonment)	36
Article 13 Performance and approval of activities under the Licence etc.	38
Article 14 Supervision	40
Article 15 General rules and principles of administrative law	41
Article 16 Obligations on termination of activities	41
Article 17 Reporting etc.	43
Article 18 Reporting on direct and indirect taxes etc.	44
Article 19 The Licensee's payment of the Mineral Resource Authority's costs and expenses in connection with authorities processing	45
Article 20 Confidentiality	46
Article 21 Workers and contractors, suppliers and service providers etc.	46
Article 22 Impact Benefit Agreement (IBA)	48
Article 23 Joint Operating Agreement	49
Article 24 Transfer of the Licence and legal proceedings against the Licence	50
Article 25 Revocation and lapse of the Licence	50
Article 26 Return of the Licence	52
Article 27 Interest on amounts due (owed)	52
Article 28 Liability in damages and insurance	53
Article 29 Joint and several liability and guarantees	54
Article 30 Relationship to other legislation	55
Article 31 Choice of law	55
Article 32 Jurisdiction and arbitration	55
Article 33 Obligations on termination of the Licence	56
Article 34 Coming into force	57
Article 35 Licence language and translation	57
Appendix 1 Licence Area	59
Appendix 2 Map of the Licence Area	60
Appendix 3 Further training obligations	61

EXCLUSIVE LICENCE FOR EXPLOITATION OF MINERALS

Under sections 16 and 29 of Greenland Parliament Act no. 7 of 7 December 2009 on mineral resources and mineral resource activities, as amended by Greenland Parliament Act no. 26 of 18 December 2012, (the Mineral Resources Act), the Government of Greenland hereby grants the licensee stated below an exclusive Licence for exploitation of the minerals specified in Article 4. The provisions of the Mineral Resources Act and the terms set out below shall apply to the Licence.

The licensee is composed of the following company:

True North Gems Greenland A/S
a company incorporated and existing under the laws of and registered in Greenland,
having a registered number of A/S440715 and
having its registered office at
Issortarfimmut 1, Post Box 990, 3905 Nuussuaq, Greenland
Percentage share: 100 %

Article 1 Definitions, interpretations and appendices

1.01 For the purpose of the Licence and the attached appendices, the following terms shall have the meanings stated below, unless otherwise apparent from the context:

(a) "DKK" means Danish kroner.

(b) "Fully Processed Mineral" means any mineral which is exploited under the Licence and processed into an end mineral product, including a fully cut and polished gem mineral (fully cut and polished corundum gemstone). The MRA may set more specific terms on the definition, contents and delimitation of the term Fully Processed Mineral. Such terms may be set in the MRA's approval of the handling, processing and sales plan (HPS plan), as stated in section 9.02, or approval of any other plan for activities under the Licence.

(c) "Fully Processed Minerals" means more than one Fully Processed Mineral, as defined in section 1.01(b).

(d) "Greenland" means the island of Greenland with surrounding islands, including the continental shelf.

(e) "Greenland Resident" means a person who fulfils one or more of the following conditions:

(1) The person was born in Greenland and had permanent residence in Greenland for the first 5 years of his or her life.

(2) The person has had permanent residence in Greenland in the last 2 years or in 7 years of the last 10 years.

(3) The person is married to, or proves to have lived at least 1 year in a civil partnership with, a person who fulfils condition no. (1) or (2) above or is employed by a public or private employer (authority or business) in Greenland in accordance with Greenland law.

(4) The person otherwise has a particular connection to Greenland, as may be decided by the MRA.

In condition no. (2) above, "permanent residence" includes residence outside Greenland for educational purposes if the person concerned fulfilled the conditions for obtaining public grants under the Greenland education grant and loan scheme when the education began.

(f) "Greenland Residents" means more than one Greenland Resident, as defined in section 1.01(e).

(g) "Greenland Worker" means a Greenland Resident, as defined in section 1.01(e), unless otherwise provided in an addendum to the Licence.

(h) "Greenland Workers" means more than one Greenland Worker, as defined in section 1.01(g).

(i) "Independent Parties" shall mean parties which are regarded as independent parties under transfer pricing rules, principles and guidelines of Greenland tax law and of international tax law agreements, rules, principles and guidelines applicable in Greenland from time to time.

(j) "Independent Party" shall mean any of the Independent Parties as stated in section 1.01(i).

(k) "IT Financial System" means any information technology system used or to be used in relation to registration or reporting of any financial matter regarding any mineral exploited under the Licence or any activity under the Licence. IT Financial System shall include any information technology system used in relation to bookkeeping, accounting or financial reporting.

(l) "IT Financial Systems" means more than one IT Financial System, as defined in section 1.01(k).

(m) "IT Security System" means any information technology system used or to be used in relation to security matters regarding any mineral exploited under the Licence, including during its exploitation, processing, preliminary valuation, handling, storage, transport or sale. "IT Security System" shall include any alarm system, any surveillance system, any security information registration system and any other security system used or to be used as stated in the first sentence of this section 1.01(m).

(n) "IT Security Systems" means more than one IT Security System, as defined in section 1.01(m).

(o) "IT System" means any IT Tracking System, IT Security System, IT Financial System or Other IT System.

(p) "IT Systems" means more than one IT System, as defined in section 1.01(o).

(q) "IT Tracking System" means any information technology system used or to be used in relation to registration of any mineral exploited under the Licence and its properties etc. and/or to tracking and/or inventory of any such mineral. "IT Tracking System" shall include the Ruby Track corundum tracking and security software, made by True North Gems Inc., ("Ruby Track Software"), the Diamond Track diamond and gem stone tracking and security software, made by Blueground Technologies, LLC, ("Diamond Track Software") and any other information technology system used or to be used to perform, in whole or in part, the same or similar functions from time to time.

(r) "IT Tracking Systems" means more than one IT Tracking System, as defined in section 1.01(q).

(s) "Joint Operating Agreement" (JOA) means the agreement concluded between the companies holding shares in this licence about the performance of the activities comprised by the licence, see Article 23. This definition only applies if several parties hold shares in the Licence.

(t) "Licence" means this licence.

(u) "Licence Area" means the area covered by this Licence, see Article 2.

(v) "Licence Period" means the period in which this Licence is in force, see Article 3.

(w) "Licensee" means the holder of this Licence, as stated at page 3 of this Licence.

(x) "Licensee Company" means the company which is the holder of this Licence, as stated at page 3 of this Licence.

(y) "Licensee Companies" means the companies which are holders of shares of this Licence, as stated at page 3 of this Licence. This definition only applies if several companies hold shares in the Licence.

(z) "Mineral Resources" means all mineral resources covered by the Mineral Resources Act, see section 5 of the Mineral Resources Act.

(aa) "Mineral Resources Act" means Greenland Parliament Act no. 7 of 7 December 2009 on mineral resources and mineral resource activities (the Mineral Resources Act), as amended by subsequent Acts.

(bb) "MRA" means the Mineral Resource Authority which is the overall administrative authority for mineral resources and which comprises the Greenland Government, the ministry with responsibility for the mineral resources area, the Mineral Licence and Safety Authority and the Environmental Agency for the Mineral Resources Area.

(cc) "Municipality" means Kommuneqarfik Sermersooq.

(dd) "Other IT System" means any information technology system which (1) is not an IT Tracking System, IT Security System or IT Financial System and which (2) is used or to be used in relation to any mineral exploited under the Licence or any activity under the Licence and (3), in accordance with section 11.01, is stated to be comprised by the definition in this Licence (or in this section 1.01(dd)) of Other IT System in the MRA's approval of the exploitation plan, as stated in section 12.02, or approval of any other plan for activities under Licence.

(ee) "Other IT Systems" means more than one Other IT System, as defined in section 1.01(dd).

(ff) "Partly Processed Mineral" means any mineral which is exploited under the Licence and processed into a specific mineral product which (1) is stated in the MRA's approval of the handling, processing and sales plan (HPS plan), as stated in section 9.02, or approval of any other plan for activities under the Licence and (2) is not a Fully Processed Mineral. The MRA may set more specific terms on the definition, contents and delimitation of the term Partly Processed Mineral. Such terms may be set in the MRA's approval of the handling, processing and sales plan (HPS plan), as stated in section 9.02, or approval of any other plan for activities under the Licence.

(gg) "Partly Processed Minerals" means more than one Partly Processed Mineral, as defined in section

1.01(ff).

(hh) "Related Parties" means parties which have one or more of the following relations to each other:

(1) A person who in relation to another person is (i) a spouse, a civil partner or a partner in an enduring family relationship, (ii) an ascendant or a descendant of the said other person or his or her spouse, civil partner or partner in an enduring family relationship, (iii) a sibling of the said other person or his or her spouse, civil partner or partner in an enduring family relationship or (iv) a spouse or a civil partner of, or a partner in an enduring family relationship with, an ascendant, a descendant or a sibling of the said other person.

(2) A company and a person where the person or his or her related party, as stated in section 1.01(hh)(1) or 1.01(hh)(6), directly or indirectly (i) owns any part of the equity capital of the company, (ii) owns, is entitled to exercise or controls the exercise of any of the voting rights of the company or (iii) is entitled to exercise control or joint control of or exercises control or joint control of financial and operational decisions of the company.

(3) A company and a person where the person or his or her related party, as stated in section 1.01(hh)(1) or 1.01(hh)(6), is a member of any part of the management of the company, including a board of directors, a management board or committee, a supervisory board or committee, a governing board or committee or an executive board or committee, or of the management of a related company, as stated in section 1.01(hh)(2), 1.01(hh)(4), 1.01(hh)(5) or 1.01(hh)(6), or is an employee in the company or any such related company.

(4) Two companies where one of them or its related party, as stated in section 1.01(hh)(2), 1.01(hh)(3), 1.01(hh)(5) or 1.01(hh)(6), directly or indirectly (i) owns any part of the equity capital of the other company, (ii) owns, is entitled to exercise or controls the exercise of any of the voting rights of the other company or (iii) is entitled to exercise control or joint control of or exercises control or joint control of financial and operational decisions of the other company.

(5) Two companies where the same person or company or related persons or companies, as stated in 1.01(hh)(1), 1.01(hh)(2), 1.01(hh)(3) or 1.01(hh)(4), directly or indirectly (i) owns any part of the equity capital of both of the said two companies, (ii) owns, is entitled to exercise or controls the exercise of any of the voting rights of both of the said two companies or (iii) is entitled to exercise control or joint control of or exercises control or joint control of financial and operational decisions of both of the said two companies.

(6) Other persons, companies, partnerships, joint ventures or organisations related in a manner similar to the manner stated in section 1.01(hh)(2), 1.01(hh)(3), 1.01(hh)(4) or

1.01(hh)(5).

(ii) "Related Party" shall mean any of the Related Parties, as stated in section 1.01(hh).

(jj) "Retention Rate" shall mean the part (share or proportion) of minerals exploited under the Licence which is processed into Fully Processed Minerals. The Retention Rate may be expressed as a percentage number equal to the part (share or proportion) of minerals exploited under the Licence which is processed into Fully Processed Minerals.

(kk) "Supervisory Authority" means the MRA or the authority, persons or companies, which the MRA appoints to carry out supervision of the Licensee's activities under this licence, see Article 14.

(ll) "Unrelated Parties" shall mean parties which are not Related Parties and also are Independent Parties.

(mm) "Unrelated Party" shall mean a party which is not a Related Party and also is an Independent Party.

1.02 In the Licence, "including" means including without limitation or prejudice to the generality of any description, definition, term or expression preceding that word. In the Licence, "including" also means including but not limited to. The word "include" and its derivatives shall be interpreted accordingly.

1.03 All appendices to the Licence shall constitute an integral part of the Licence and shall be deemed to be incorporated in the Licence.

Article 2 Licence Area

2.01 The Licence covers an area delineated by the corner coordinates stated in Appendix 1. A map of the Licence Area is attached as Appendix 2.

2.02 In case of any inconsistency between the corner coordinates stated in Appendix 1 and the map of the Licence Area in Appendix 2 the corner coordinates shall take precedence over the map of the Licence Area.

2.03 The Licence Area covers land areas only, unless otherwise provided in Appendix 1. The boundary between land area and the adjoining sea area follows the mean sea level.

2.04 If the Licence Area or parts thereof cease to be under Danish sovereignty, the Licensee shall respect such change in the status of the Licence Area and have no claim against the Greenland Self-Government or the Danish State as a result of or in connection with such change or its direct or indirect consequences.

Article 3 Licence Period

3.01 The Licence is valid for a period of 30 years from the date it is granted (signed by the Greenland Government).

3.02 The granting, upholding, validity and effects of the Licence are subject to the Licensee's fulfilment of all of the following conditions:

(a) No later than 31 December 2014, the Licensee shall conclude an Impact Benefit Agreement (IBA) with the Greenland Government and the Municipality in accordance with Article 22.

(b) No later than 31 December 2014, the Licensee shall prepare and submit an exploitation plan and an abandonment plan, and have obtained the Greenland Government's approval of these plans, see sections 19 and 43 of the Mineral Resources Act.

(c) No later than 31 December 2014, the Licensee shall document (substantiate) to the Greenland Government, and have obtained the Greenland Government's approval of the documentation, that the Licensee (the Licensee Company or the Licensee Companies, if several companies hold shares in the Licence) has sufficient financial capacity to perform the construction of all plants, facilities and installations etc., including plants, facilities and buildings for mining activities, residential buildings, production plants for electricity, roads and port facilities etc., and to commence and complete the exploitation of minerals under the Licence.

(d) No later than 1 July 2015, the Licensee shall have commenced exploitation of minerals under the Licence.

3.03 An application for extension of the Licence Period shall be sent to and received by the MRA no later than 90 days prior to the expiry of the Licence Period.

3.04 The Greenland Government may extend the Licence Period in accordance with section 29(3) of the Mineral Resources Act. The Greenland Government may extend the Licence Period on the same or different terms. The Greenland Government is not obliged to extend the Licence Period. The total licence period cannot exceed 50 years, see section 16(5) of the Mineral Resources Act.

3.05 The Licensee may surrender the Licence to the Greenland Government prior to the expiry of the Licence Period, see Article 26.

Article 4 Minerals covered by the Licence

4.01 The Licence covers exploitation of ruby, pink sapphire and other red, reddish, pink, pinkish, lilac, white or whitish corundum.

JSN

Article 5 Fees

5.01 The Licensee shall pay a fee of DKK 100,000 to the MRA for the granting of the Licence, see section 16(7) of the Mineral Resources Act.

5.02 The Licensee shall pay a fee of DKK 200,000 to the MRA upon each extension of the Licence, see section 3.04.

5.03 The fees stated in sections 5.01 and 5.02 shall be adjusted every year on the basis of the change in the Greenland consumer price index from January 2014 to January in the year concerned.

5.04 The fees stated in sections 5.01 and 5.02 shall be paid no later than 30 days after the granting of the Licence or any extension of the Licence, as the case may be.

Article 6 Royalty

Gross Royalty and Surplus Royalty

6.01 The Licensee shall pay royalty to the MRA pursuant to this Article 6. The royalty to be paid under this Article 6 comprises Gross Royalty, see sections 6.02-6.32 and 6.42-6.55, and Surplus Royalty, see sections 6.33-6.55.

Obligation to pay Gross Royalty and Gross Royalty Rate

6.02 The Licensee shall pay gross revenue royalty ("Gross Royalty") as stated in this Article 6 to the MRA for minerals which are exploited under the Licence and considered sold under sections 6.04-6.06.

6.03 Subject to sections 6.31 and 6.32, the Gross Royalty shall be paid annually at the rate of 5.5 per cent ("Gross Royalty Rate") on the basis of the value of minerals sold and minerals considered sold in the year concerned.

Sale of exploited minerals

6.04 Minerals shall be considered sold under this Article 6 when the Licensee has sold the minerals at an auction in accordance with the Licence, including in particular Article 9, irrespective of whether the auction is held in Greenland or another state.

6.05 Subject to section 6.04, minerals shall be considered sold under this Article 6 when the Licensee pursuant to Greenland tax law is considered to have acquired the right to payment of the sales price (consideration) for the minerals under the sales agreement with the purchaser (in Danish: "har erhvervet ret til at modtage købesummen (vederlaget) for mineralerne efter købsaftalen med køberen"). In relation to this, Greenland tax law shall include rules, principles and guidelines of Greenland tax law and of international tax law

agreements, rules, principles and guidelines applicable in Greenland from time to time.

6.06 Minerals shall be considered sold under this Article 6 when the minerals are lost and thereby cannot be sold, irrespective of the cause or causes of the loss. For example, minerals may be lost by theft during processing, storage or transport.

Volume of minerals sold

6.07 The volume of minerals sold shall be determined with reference to the time when the minerals are considered sold under this Article 6, see sections 6.04-6.06.

6.08 The volume of minerals sold shall be determined with reference to the weight measured in carat, gram or kilogram.

6.09 Subject to sections 6.10-6.12, the Licensee may determine the volume of minerals sold in any manner which the Licensee, based on an objective, informed and substantiated assessment, considers to be appropriate and accurate and in accordance with recognised best international practice. If the MRA, based on an objective, informed and substantiated assessment, considers the Licensee's determination of the volume to be incorrect or inaccurate, the MRA may, after consulting the Licensee, determine the volume in accordance with sections 6.10-6.12. If the Licensee, based on an objective, informed and substantiated assessment, considers the MRA's determination of the volume to be incorrect or inaccurate, the Licensee may commence proceeding to have the determination of the volume decided by a decision of an arbitration tribunal in accordance with Article 32. Such a decision shall be made in accordance with sections 6.10-6.12. Such proceedings shall not suspend the effects of the MRA's determination of the volume. If a decision made in accordance with Article 32 determines another volume than the volume determined by the MRA, the said other volume shall apply in relation to calculation of royalty under this Article 6.

6.10 The volume of minerals sold shall be determined in accordance with the Licence, including in particular Article 9 and Article 10, the approved handling, processing and sales plan (HPS plan), see section 9.02, the approved preliminary valuation plan, see section 10.03, and other approved plans for activities under the Licence, the MRA's approvals of the HPS plan, the preliminary valuation plan and such other plans and any terms set for such approvals.

6.11 If the Retention Rate, see section 1.01(jj), for an exploited mineral is less (lower) than any applicable Retention Rate set for the mineral concerned in an approved HPS plan, the MRA's approval of a HPS plan or any other assessment of the MRA, the MRA may set another greater (higher) Retention Rate which shall be applied in the calculation of the volume of the said mineral under this Article 6 and generally in relation to any matter comprised by this Article 6. The MRA may not set such other greater Retention Rate if the actual less (lower) Retention Rate is the result of one or more ordinary business decisions which are based on an objective, informed and substantiated assessment and made in

accordance with the Licence. If the Licensee, based on an objective, informed and substantiated assessment, considers the MRA's setting of the other greater Retention Rate to be incorrect, the Licensee may commence proceeding to have the applicable Retention Rate decided by a decision of an arbitration tribunal in accordance with Article 32. Such a decision shall be made in accordance with sections 6.10-6.12 and Article 9. Such proceedings shall not suspend the effects of the MRA's setting of the Retention Rate. If a decision made in accordance with Article 32 sets another applicable Retention Rate than the Retention Rate set by the MRA, the said other Retention Rate shall apply in relation to calculation of royalty under this Article 6.

6.12 Subject to sections 6.10 and 6.11, the volume of minerals sold shall be determined in accordance with Greenland tax law, including rules, principles and guidelines of Greenland tax law and of international tax law agreements, rules, principles and guidelines applicable in Greenland from time to time, and, subject to the said sections and the first part of this section 6.12, also in accordance with recognised best international practice for the determination of volumes of minerals sold under similar conditions.

Value of minerals sold

6.13 The value of minerals sold shall be determined with reference to the volume of minerals considered sold under this Article 6, see sections 6.04-6.12.

6.14 The value of minerals sold at a public auction in accordance with Article 9 shall be determined as the sales price paid or to be paid by the purchaser. No deduction shall be made for any cost, expense or other amount, including any sales commission, fee or other cost, any auction fee or other cost, any cash rebate or other rebate, any freight cost, any insurance cost or any financial cost. If the MRA, based on an objective, informed and substantiated assessment, considers (1) that the sales price paid or to be paid by the purchaser is not equal to the sales price obtainable in a sale in the most relevant free market, as determined in accordance with sections 6.20-6.22, and (2) that this is or probably may be, directly or indirectly and in whole or in part, the result of fraud, malpractice, collusion or any other extraordinary or unusual act, omission, circumstance, fact or matter, then the MRA may, after consulting the Licensee, determine the value of the minerals in accordance with sections 6.13 and 6.18-6.22. If the Licensee, based on an objective, informed and substantiated assessment, considers the MRA's determination of the value to be incorrect or inaccurate, the Licensee may commence proceeding to have the determination of the value decided by a decision of an arbitration tribunal in accordance with Article 32. Such a decision shall be made in accordance with sections 6.13 and 6.18-6.22. Such proceedings shall not suspend the effects of the MRA's determination of the value. If a decision made in accordance with Article 32 determines another value than the value determined by the MRA, the said other value shall apply in relation to calculation of royalty under this Article 6.

6.15 Subject to sections 6.13 and 9.21, if minerals are sold in accordance with Article 9 by the Licensee to an Unrelated Party in relation to the Licensee, the Licensee may use the actual sales price to determine the

JSW

value of the minerals. If the MRA, based on an objective, informed and substantiated assessment, considers (1) that the Licensee's actual sales price is not equal to the sales price obtainable in a sale in the most relevant free market, as determined in accordance with sections 6.20-6.22, and (2) that this is or probably may be, directly or indirectly and in whole or in part, the result of fraud, malpractice, collusion or any other extraordinary or unusual act, omission, circumstance, fact or matter, then the MRA may, after consulting the Licensee, determine the value of the minerals in accordance with sections 6.13 and 6.18-6.22. If the Licensee, based on an objective, informed and substantiated assessment, considers the MRA's determination of the value to be incorrect or inaccurate, the Licensee may commence proceeding to have the determination of the value decided by a decision of an arbitration tribunal in accordance with Article 32. Such a decision shall be made in accordance with sections 6.13 and 6.18-6.22. Such proceedings shall not suspend the effects of the MRA's determination of the value. If a decision made in accordance with Article 32 determines another value than the value determined by the MRA, the said other value shall apply in relation to calculation of royalty under this Article 6.

6.16 Subject to sections 6.13, 6.18-6.22 and 9.18-9.21, if minerals are sold in accordance with Article 9 by the Licensee to an Unrelated Party in relation to the Licensee and the value of the minerals are not determined in accordance with section 6.15, or if minerals are sold in accordance with Article 9 by the Licensee to a party which is not an Unrelated Party in relation to the Licensee, the Licensee shall, based on an objective and informed assessment, determine the value of the minerals as the sales price obtainable in a sale in the most relevant free market between Independent Parties, as determined in accordance with sections 6.20-6.22. If the MRA, based on an objective, informed and substantiated assessment, considers the Licensee's determined value of the minerals not to be equal to the sales price obtainable in a sale in the most relevant free market between Independent Parties, as determined in accordance with sections 6.20-6.22, the MRA may, after consulting the Licensee, determine the value of the minerals in accordance with sections 6.13 and 6.18-6.22. If the Licensee, based on an objective, informed and substantiated assessment, considers the MRA's determination of the value to be incorrect or inaccurate, the Licensee may commence proceeding to have the determination of the value decided by a decision of an arbitration tribunal in accordance with Article 32. Such a decision shall be made in accordance with sections 6.13 and 6.18-6.22. Such proceedings shall not suspend the effects of the MRA's determination of the value. If a decision made in accordance with Article 32 determines another value than the value determined by the MRA, the said other value shall apply in relation to calculation of royalty under this Article 6.

6.17 The value of minerals considered sold under section 6.06 shall be the preliminary value determined by the preliminary valuation under Article 10, as stated in section 10.09, adjusted in accordance with any other information relevant to a correct valuation, if any such preliminary value has been determined by any such preliminary valuation under Article 10. If such preliminary value has not been determined by such preliminary valuation under Article 10, the Licensee shall, based on an objective, informed and substantiated assessment, determine the value of the minerals as the sales price obtainable in a sale in the most relevant free market between Independent Parties, as determined in accordance with sections 6.20-

JSN

6.22. If the MRA, based on an objective, informed and substantiated assessment, considers the Licensee's determined value of the minerals not to be equal to the sales price obtainable in a sale in the most relevant free market between Independent Parties, as determined in accordance with sections 6.20-6.22, the MRA may, after consulting the Licensee, determine the value of the minerals in accordance with sections 6.13 and 6.18-6.22. If the Licensee, based on an objective, informed and substantiated assessment, considers the MRA's determination of the value to be incorrect or inaccurate, the Licensee may commence proceeding to have the determination of the value decided by a decision of an arbitration tribunal in accordance with Article 32. Such a decision shall be made in accordance with sections 6.13 and 6.18-6.22. Such proceedings shall not suspend the effects of the MRA's determination of the value. If a decision made in accordance with Article 32 determines another value than the value determined by the MRA, the said other value shall apply in relation to calculation of royalty under this Article 6.

6.18 The value of minerals sold shall be determined in accordance with the Licence, including in particular Article 9 and Article 10, the approved handling, processing and sales plan (HPS plan), see section 9.02, the approved preliminary valuation plan, see section 10.03, and other approved plans for activities under the Licence, the MRA's approvals of the HPS plan, the preliminary valuation plan and such other plans and any terms set for such approvals.

6.19 Subject to sections 6.13, 6.18, 9.18-9.21 and 10.09, the value of minerals sold shall be determined in accordance with Greenland tax law, including rules, principles and guidelines of Greenland tax law and of international tax law agreements, rules, principles and guidelines applicable in Greenland from time to time, and, subject to the said sections and the first part of this section 6.19, also in accordance with recognised best international practice for the determination of values of minerals sold under similar conditions.

6.20 Subject to sections 6.13, 6.18-6.19, 9.18-9.21 and 10.09, the value of minerals sold shall be the sales price obtainable in a sale in the most relevant free market between Independent Parties, see sections 6.21-6.22, for the volume of minerals sold under this Article 6. If there is no such sales price, the value of minerals sold shall be the price generally charged, at the time the minerals are considered sold under this Article 6, for such minerals sold under similar circumstances and in similar qualities and quantities in the trade concerned between Independent Parties.

6.21 The most relevant free market shall be the most recognised and representative free market for sale of the minerals concerned (or, if there is no free market for sale of the minerals concerned, for sale of the most similar minerals) for delivery from Greenland (or, if there is no such market for delivery from Greenland, from the place or country most similar to Greenland in respect of delivery of such minerals) to the place or country to which the minerals concerned are to be transported to be delivered to a purchaser or to a processing plant or facility (or workshop) for further processing (or, if there is no such market for delivery to the said place or country of delivery, to the place or country most similar to the said place or

country of delivery in respect of delivery of such minerals).

6.22 The sales price obtainable for a sale in the most relevant free market shall be determined by reference to the most relevant sales price or prices of the most recognised and representative market price index (list) or indexes (lists) (if there is any such price or prices of any such index or indexes).

Other costs

6.23 In the determination of the value of minerals sold, no deduction shall be made for any cost, expense or other amount, including any sales commission, fee or other cost, any auction fee or other cost, any cash rebate or other rebate, any freight cost, any insurance cost or any financial cost.

Sale etc. of minerals not in accordance with Article 9 or other terms of the Licence

6.24 If the Licensee sells, legally or actually transfers, pledges, mortgages, charges, leases, disposes of or otherwise legally or actually deals with any mineral exploited under the Licence in contravention or disregard of or otherwise not in accordance with the Licence, including Article 9, the mineral shall be deemed to have been sold under this Article 6 and MRA shall, based on an objective, informed and substantiated assessment, set the volume and the value of the minerals concerned. The set volume and value of the minerals concerned shall be applied in the calculation of royalty under this Article 6 and generally in relation to any matter comprised by this Article 6. If the Licensee, based on an objective, informed and substantiated assessment, considers the MRA's determination of the volume or value to be incorrect or inaccurate, the Licensee may commence proceeding to have the determination of the volume or value decided by a decision of an arbitration tribunal in accordance with Article 32. Such proceedings shall not suspend the effects of the MRA's determination. If a decision made in accordance with Article 32 determines another volume or value than the volume or value determined by the MRA, the said other value shall apply in relation to calculation of royalty under this Article 6.

Basic Royalty Amount, Royalty Conversion Amount and Payable Gross Royalty

6.25 The Gross Royalty to be paid by the Licensee to the MRA ("Payable Gross Royalty") shall be calculated annually for each calendar year.

6.26 In the calculation of Payable Gross Royalty (and for this purpose only and with no other effect), a basic royalty amount ("Basic Royalty Amount") shall be calculated for the calendar year concerned. The Basic Royalty Amount shall be calculated by applying the Gross Royalty rate, as set in section 6.03, to the total (aggregate) sum of all values of all volumes of all minerals sold in the said calendar year concerned ("Total Value of Minerals"). The volumes of the minerals shall be determined in accordance with sections 6.07-6.09. The values of the minerals shall be determined in accordance with sections 6.13-6.24.

6.27 In the calculation of Payable Gross Royalty (and for this purpose only and with no other effect), a royalty conversion amount ("Royalty Conversion Amount") shall be calculated for the calendar year concerned. The Royalty Conversion Amount shall be the total (aggregate) sum of (1) an amount corresponding to the

Licensee's actually paid or to be paid (if actually paid subsequently when due) corporate income tax pursuant to Greenland tax law in force from time to time (calculated at the tax rate in force from time to time, currently 30 per cent, and not including interest, penalty charges for late payment or other additional fees or charges) ("Corporate Income Tax Amount"), (2) an amount corresponding to the Licensee's actually paid or to be paid (if actually paid subsequently when due) corporate dividend withholding tax pursuant to Greenland tax law in force from time to time (calculated at the tax rate in force from time to time, currently 36 per cent, and not including interest, penalty charges for late payment or other additional fees or charges) ("Corporate Dividend Withholding Tax Amount") and (3) an amount corresponding to the Licensee's actually paid or to be paid (if actually paid subsequently when due) Payable Surplus Royalty pursuant to this Article 6 ("Surplus Royalty Amount"). If the Licensee's corporate income tax, corporate dividend withholding tax or Payable Surplus Royalty, as stated above in this section 6.27, is not actually paid when due, the Licensee shall make corrected calculations of the Corporate Income Tax Amount, the Corporate Dividend Withholding Tax Amount and/or the Surplus Royalty Amount, the Royalty Conversion Amount, the Payable Gross Royalty and the Payable Surplus Royalty and shall submit the corrected calculations and a corrected Annual Royalty Report to the MRA.

6.28 The Payable Gross Royalty for a calendar year shall be calculated as the Basic Royalty Amount for that calendar year less (that is with deduction of) the Royalty Conversion Amount for that calendar year. If the result of the calculation is a positive number, the calculated Payable Gross Royalty amount shall be paid by the Licensee to the MRA. If the result of the calculation is nil (zero) or a negative number, no royalty amount shall be paid by the Licensee to the MRA for that calendar year. If the result of the calculation is a negative number, this number shall have no effect for any other calendar year, and there shall not be any carry backward or carry forward or any other transfer of any negative number or any corresponding amount between any calendar years.

6.29 If subsequent corrections are made to the Basic Royalty Amount calculated for a calendar year, these corrections shall be referred back to the calendar year to which the corrections relate. The Licensee shall make any required updated calculations of corporate income tax and shall make corrected calculations of the Corporate Income Tax Amount, the Corporate Dividend Withholding Tax Amount, the Surplus Royalty Amount, the Royalty Conversion Amount and the Payable Gross Royalty. If subsequent corrections are made to the corporate taxable income, the corporate taxable dividend and/or the Surplus Royalty for a calendar year, these changes shall be referred back to the calendar year to which the corrections relate (for the purpose of royalty calculation). The Licensee shall make corrected calculations of the Corporate Income Tax Amount, the Corporate Dividend Withholding Tax Amount and/or the Surplus Royalty Amount, the Royalty Conversion Amount and the Payable Gross Royalty and shall submit the corrected calculations and a corrected Annual Royalty Report to the MRA.

6.30 If the total (aggregate) sum of the Payable Gross Royalty, the Corporate Income Tax Amount and the Corporate Dividend Withholding Tax Amount for a calendar year is less than the Basic Royalty Amount

JJW

for that calendar year, the Licensee shall pay an additional royalty amount ("Additional Payable Gross Royalty") to the MRA. The Additional Payable Gross Royalty shall be calculated as the difference between the Basic Royalty Amount and the total (aggregate) sum of the Payable Gross Royalty, the Corporate Income Tax Amount and the Dividend Withholding Tax Amount.

Preliminary Payment of Gross Royalty

6.31 The Licensee shall make a preliminary payment of Gross Royalty ("Preliminary Payment") to the MRA for minerals which are exploited under the Licence and considered sold under sections 6.04-6.06 if the Licensee shall make any preliminary or other advance payment, any instalment payment, any prepayment or any other periodic payment during a calendar year of corporate income tax under Greenland lax law as applicable from time to time. The Preliminary Payment shall then be made for the same periods and on the same dates and terms as the said payment of corporate income tax. The Preliminary Payment shall be an amount equal to 5.5 per cent of the aggregate (total) value of all the minerals sold. The aggregate (total) value of the minerals sold shall be calculated on the basis of the volume and the value of the minerals sold, as calculated in accordance with sections 6.04-6.24.

6.32 The Preliminary Payment shall be paid to the MRA in accordance with the terms on payment of Payable Gross Royalty in sections 6.49 and 6.50.

Surplus Royalty

6.33 The Licensee shall pay a surplus royalty ("Surplus Royalty") at a rate of 15 per cent ("Surplus Royalty Rate") on any profit in any calendar year to the extent the annual profit exceeds a profit margin percentage of 40 per cent.

6.34 Subject to section 6.41, the Surplus Royalty and any other amount to be calculated in relation to the Surplus Royalty shall be calculated on the basis of the financial figures (amounts) and the information stated in the audited annual financial report ("Annual Financial Report") for the Licensee Company (or the said reports for the Licensee Companies, if several companies hold shares in the Licence) submitted pursuant to Greenland law and Danish law applicable in Greenland from time to time, for the activities comprised by the Licence in the calendar year concerned.

6.35 Subject to section 6.41, in the calculation of Surplus Royalty (and for this purpose only and with no other effect), an annual profit ("Annual Profit") shall be calculated for the calendar year concerned. The Annual Profit shall be an amount equal to the annual earnings before financial items and tax ("EBIT") (the annual result of operations before financial items and tax (in accounting also referred to as operating income (or operating profit/loss))) according to the Annual Financial Report as defined in section 6.34. EBIT shall be adjusted for any Surplus Royalty included in the profit and loss account for the calendar year concerned. Accordingly, in the calculation of Surplus Royalty, an amount equal to the annual earnings before financial items, tax and surplus royalty ("EBITSR") shall be calculated as the EBIT plus (that is with

addition of) any Surplus Royalty entered (treated) as an expense in the Annual Financial Report less (that is with deduction of) any Surplus Royalty entered (treated) as an income in the Annual Financial Report (in case of adjustment and repayment regarding prior year or years). Gross Royalty shall be deductible in the calculation of EBIT and EBITSR.

6.36 Subject to section 6.41, in the calculation of Surplus Royalty (and for this purpose only and with no other effect), an annual revenue amount ("Annual Revenue") shall be calculated for the calendar year concerned. The Annual Revenue shall be an amount equal to the annual revenue (gross earnings/income), as stated in the Annual Financial Report.

6.37 Subject to section 6.41, in the calculation of Surplus Royalty (and for this purpose only and with no other effect), an annual profit margin percentage ("Profit Margin Percentage") shall be calculated for the calendar year concerned. The Profit Margin Percentage shall be the Annual Profit multiplied by 100 and divided by the Annual Revenue (that is Annual Profit * 100 / Annual Revenue = Profit Margin Percentage).

6.38 If the Profit Margin Percentage for a calendar year is less (lower) than or equal to 40 per cent, no Surplus Royalty shall be paid for that calendar year.

6.39 If the Profit Margin Percentage for a calendar year is more (higher) than 40 per cent, Surplus Royalty shall be paid for that calendar year.

6.40 In the calculation of the Surplus Royalty amount to be paid for a calendar year, a payable Surplus Royalty amount ("Payable Surplus Royalty") shall be calculated as the Profit Margin Percentage less (that is with deduction of) 40 per cent multiplied by the Annual Revenue and by the Surplus Royalty Rate of 15 per cent (that is (Profit Margin Percentage - 40%) * Annual Revenue * 15% = Payable Surplus Royalty).

6.41 In the calculation of the Surplus Royalty, adjustments with the following positive and/or negative amounts (numbers) shall be made:

(a) If the Annual Revenue, as stated in section 6.36, calculated on the basis of the amounts (figures) entered (treated) as an income in the Annual Financial Report is less (lower) than the Basic Royalty Amount, as stated in 6.26, the Annual Revenue shall be adjusted so it is equal to the Basic Royalty Amount. The adjusted Annual Revenue shall be applied in the calculation of the Surplus Royalty.

(b) If the EBIT calculated on the basis of the amounts (figures) entered (treated) as incomes and expenses in the Annual Financial Report has been reduced by deducting any financial expense or other financial item amount, including (but not limited to) an interest amount, an interest part (elements) of a financial leasing payment or a loss on or expense in relation to a financial instrument, the EBIT and the EBITSR shall be adjusted by adding the said financial item amount to the EBIT and the EBITSR. The adjusted EBIT and EBITSR shall be applied in the calculation of the Surplus Royalty.

(c) If the EBIT calculated on the basis of the amounts (figures) entered (treated) as incomes and expenses in the Annual Financial Report has been reduced by deducting any expense, including any cost, amount which is not directly related to the Licensee's activities under the Licence, the EBIT and the EBITSR shall be adjusted by adding the said expense amount to the EBIT and the EBITSR. The adjusted EBIT and EBITSR shall be applied in the calculation of the Surplus Royalty.

(d) If any amount (figure) used in relation to the calculation of the Surplus Royalty has not been determined, set or used in accordance with this Article 6, Article 9 or Article 10 or any other part of the Licence, the said amount shall be adjusted so it is in accordance with this Article 6, Article 9 and Article 10 and any other part of the Licence. The said adjusted amount shall be applied in the calculation of the Surplus Royalty.

Annual Royalty Report, audit and submission of information and documents relating to royalty

6.42 The Licensee shall prepare an annual report ("Annual Royalty Report") on all matters relating to the royalty and its calculation and payment. Such matters include (but are not limited to) the following:

(a) The volume of minerals sold, including separate information for minerals actually sold and for minerals considered sold under this Article 6.

(b) The place and time of sale of minerals, including separate information for minerals actually sold and for minerals considered sold under this Article 6.

(c) The value of minerals sold, including separate information for minerals actually sold and for minerals considered sold under this Article 6 and the Total Value of Minerals.

(d) Minerals exploited and neither sold nor considered sold under this Article 6, including separate information for non-processed minerals, partly processed minerals and fully processed minerals (end mineral products).

(e) Basic Royalty Amount.

(f) Corporate Income Tax Amount.

(g) Corporate Dividend Withholding Tax Amount.

(h) Surplus Royalty Amount.

(i) Royalty Conversion Amount.

(j) Payable Gross Royalty.

(k) Additional Payable Gross Royalty (if any is to be paid).

(l) Preliminary Payment and its calculation and payment.

(m) EBIT.

(n) EBITSR.

(o) Annual Profit.

(p) Annual Revenue.

(q) Profit Margin Percentage.

(r) Payable Surplus Royalty.

For minerals which are sold or considered sold under this Article 6, the Annual Royalty Report shall include information on the matters mentioned in letters (a) to (d) above for each mineral if this is possible and otherwise for each batch or other unit used for each sale as well as for all such minerals. The MRA may set further terms on reporting in relation to these matters, including in relation to reporting of corundum categories and other reporting categories.

6.43 The Annual Royalty Report for a calendar year shall be submitted by the Licensee to the MRA no later than 1 May the subsequent calendar year or the later date in the subsequent calendar year at which the Licensee submits its annual tax return for the said calendar year and may do so under Greenland tax law.

6.44 The Annual Royalty Report for a calendar year shall have been audited in accordance with section 6.45 when the Annual Royalty Report is submitted by the Licensee to the MRA in accordance with sections 6.42 and 6.43.

6.45 The Licensee shall appoint a state authorised public accountant to perform an annual audit of the Annual Royalty Report and the accounting records which form the basis of the Annual Royalty Report and of the calculation of the royalty. The state authorised public accountant's audit for any calendar year shall be completed and the audit report issued and submitted to the MRA no later than 1 May the subsequent calendar year or the later date in the subsequent calendar year at which the Licensee submits its annual tax return for the said calendar year and may do so under Greenland tax law. The audit shall be performed in accordance with International Standards on Assurance Engagements (ISAE 3000) and the audit report shall provide reasonable assurance that the Annual Royalty Report is complete, accurate and free from any material misstatement. The MRA shall be entitled to perform an independent outside audit and may appoint a state authorised public accountant or other auditor to perform the independent outside audit. The costs of auditors shall be paid by the Licensee.

6.46 Any information and document relating to the calculation, payment and/or reporting of royalty shall be submitted, without undue delay, by the Licensee to the MRA at the request of the MRA.

6.47 The Annual Royalty Report shall be prepared, submitted, reviewed by the MRA and audited in accordance with rules, principles and guidelines of Greenland tax law and of international tax law agreements, rules, principles and guidelines applicable in Greenland, to the extent the application of such rules, principles and guidelines are relevant and appropriate in relation to the Annual Royalty Report.

Currency and currency conversion

6.48 As regards currency and currency conversion, the Basic Royalty Amount, the Royalty Conversion Amount, the Payable Gross Royalty, any Additional Payable Gross Royalty, the Payable Surplus Royalty and any other amount stated in the Annual Royalty Report shall be calculated and stated in accordance with Greenland tax law relating to currency and currency conversion and shall be in the currency used to calculate and stated in the final approved tax assessment for the same calendar year. Greenland tax law

relating to currency and currency conversion is at present based on rules relating to currency and currency conversion in the Bookkeeping Act applicable in Greenland.

Payment of royalty

6.49 Subject to sections 6.31 and 6.32, the Payable Gross Royalty, any Additional Payable Gross Royalty and the Payable Surplus Royalty for a calendar year shall be paid by the Licensee to the MRA in Danish kroner (DKK) no later than 20 November in the subsequent calendar year.

6.50 The Licensee shall transfer (by electronic funds transfer) the Payable Gross Royalty, any Additional Payable Gross Royalty and the Payable Surplus Royalty in full (without any cost, fee, charge or other amount to be paid or borne by the Greenland Government or its bank(s)) in Danish kroner (DKK) to one or more bank accounts designated by the MRA.

6.51 If the Licensee has paid one or more Preliminary Payments to the MRA in a calendar year and the total (aggregate) amount paid as Preliminary Payments in that calendar year is less (lower) than the total (aggregate) amount to be paid as Payable Gross Royalty, any Additional Payable Gross Royalty and the Payable Surplus Royalty, then the Licensee shall only pay the difference (balance) between the said two total (aggregate) amounts.

6.52 If the Licensee has paid one or more Preliminary Payments to the MRA in a calendar year and the total (aggregate) amount paid as Preliminary Payments in that calendar year is more (higher) than the total (aggregate) amount to be paid as Payable Gross Royalty, any Additional Payable Gross Royalty and the Payable Surplus Royalty, then the MRA shall repay the difference (balance) between the said two total (aggregate) amounts. The MRA shall repay the said difference (balance) by transferring the amount in full (without any cost, fee, charge or other amount to be paid or borne by the Licensee or its bank(s)) in Danish kroner (DKK) to one or more bank accounts designated by the Licensee.

Obligation to pay direct and indirect taxes etc.

6.53 The Licensee shall, in addition to the Payable Gross Royalty, any Additional Payable Gross Royalty and the Payable Surplus Royalty for a calendar year under this Article 6, pay any direct and indirect taxes, including corporate income tax and corporate dividend withholding tax, pursuant to Greenland tax law in force from time to time.

6.54 Subject to section 6.53, if the Greenland Parliament passes a statute on payment of a royalty, surplus royalty or similar fee to be paid for and calculated on the basis of (1) the volume or value of, or profit or other profit related matters derived from the exploitation and sale of, the same specific types of minerals exploited and sold under mineral exploitation licences as the minerals exploited and sold under this Licence or (2) the licence area comprised by licences for exploitation of the same specific types of minerals as the minerals exploited and sold under this Licence (each of no. 1 or 2 above a "Statutory Fee"), the Licensee shall not pay any Payable Gross Royalty or any Additional Payable Gross Royalty

under this Article 6 from the date of coming into force of such statute if the Licensee has an obligation to pay and actually pays such Statutory Fee for minerals exploited and sold under this Licence or for the Licence Area of this Licence. The Licensee shall, in addition to payment of such Statutory Fee, pay any other direct and indirect taxes, including corporate income tax and corporate dividend withholding tax, pursuant to Greenland tax law in force from time to time. If the Greenland Parliament passes a statute on payment of fees or charges etc. not comprised by this section 6.54, the Licensee shall still pay Payable Gross Royalty and any Additional Payable Gross Royalty under this Article 6. Examples of such fees or charges etc. not comprised by this section 6.54 include, but are not limited to, an environmental fee, a fee, charge or obligation relating to emission of carbon dioxide (CO_2) or other greenhouse gases, another climate fee, a fee relating to health or safety of person or property or a value added tax (VAT). Examples of fees comprised by this section 6.54 include, but are not limited to, a special royalty to be paid for and calculated on the basis of the volume or value of ruby or pink sapphire exploited and sold under mineral exploitation licences, a special surplus royalty to be paid for and calculated on the basis of profit derived from the exploitation and sale of ruby or pink sapphire under mineral exploitation licences, or a special area fee to be paid for and calculated on the basis of the licence area comprised by licences for exploitation of ruby or pink sapphire.

Further provisions and decisions on royalty matters

6.55 Subject to sections 6.02-6.54, the MRA may lay down further provisions and make decisions on procedures, documentation and administrative matters relating to sections 6.02-6.54. If there is a conflict or an inconsistency between sections 6.02-6.54 and a provision laid down or a decision made under this section 6.55, section 6.02-6.54 shall take precedence over the said provision or decision. In determining whether to lay down further provisions and make decisions on procedures, documentation and administrative matters relating to sections 6.02-6.54, the MRA shall consult with the Licensee and act in accordance with section 15.01.

Article 7 Agreement on further training

7.01 During the Licence Period, the Licensee shall reimburse the MRA for annual expenses of up to 250,000 DKK for the further training etc. of employees doing work related to mineral resource activities The reimbursement shall be in accordance with the terms stated in Appendix 3.

7.02 In connection with any extension of the Licence Period, see section 3.04, an agreement shall be made regulating the Licensee's obligations with respect to the further training etc. of employees in the MRA in the Licence Period. The agreement may include terms to the effect that the Licensee shall reimburse the MRA for annual expenses of up to DKK 250,000 for the further training etc. of employees doing work related to mineral resource activities. Such reimbursement shall be in accordance with the terms stated in Appendix 3.

JSN

7.03 The amount payable according to sections 7.01 and 7.02 and Appendix 3 shall be adjusted every year on the basis of the change in the Greenland consumer price index from January 2014 to January in the year concerned.

Article 8 Third party activities in the Licence Area

8.01 The Licensee shall respect all existing rights, including rights under licences for prospecting, exploration and exploitation of mineral resources. The Licence shall not entail any restrictions in the right of third parties to carry out lawful activities in the Licence Area, including the activities mentioned in section 8.02. However, the Licensee may close off limited onshore areas, to the extent necessary, for the purpose of performing specific mineral resource activities, provided that the MRA has given prior permission thereto.

8.02 Within the Licence Area, other parties than the Licensee may be granted the following licences and approvals and may perform the following activities etc.:

(a) Other parties may be granted a non-exclusive prospecting licence for minerals stated in Article 4 of the Licence, pursuant to the Mineral Resources Act.

(b) Other parties may be granted a licence for prospecting, exploration and exploitation of other mineral resources than those stated in Article 4 of the Licence, pursuant to the Mineral Resources Act.

(c) Other parties may be granted an approval for the construction and operation of plants, buildings, installations, roads, pipelines and infrastructure etc. for the purpose of carrying out activities under the Mineral Resources Act.

(d) Other parties may carry out scientific and practical surveys of a general or cartographic nature relating to mineral resources, mineral resource activities, use of the subsoil for storage or purposes relating to mineral resource activities, related energy activities, related pipeline activities or other related activities as provided for in sections 2(3), 2(4) and 49 of the Mineral Resources Act.

8.03 When the MRA approves activities as set out in sections 8.02(a)-8.02(d), the approval will include terms stating that the activities shall be carried out in a manner which does not interfere unnecessarily with the activities of the Licensee under the Licence. Likewise, the Licensee shall ensure that its activities under the Licence do not interfere unnecessarily with such third party activities in the Licence Area.

Article 9 Handling, processing and sale etc. of minerals

Handling, processing and sale etc. of minerals

9.01 All minerals exploited under the Licence shall be kept, stored, handled, transported, processed and sold in accordance with the terms of this Article 9 and the other terms of the Licence unless such other terms cannot be applied to such activities.

Handling, processing and sales plan (HPS plan)

9.02 The Licensee shall prepare a plan for the keeping, storage, handling, transport, processing and sale of all minerals exploited under the Licence ("handling, processing and sales plan" or "HPS plan") in accordance with this Article 9 and shall submit the HPS plan to the MRA for its approval. The HPS plan shall be a part of the exploitation plan and the abandonment plan and subject to the terms for those plans and the MRA's approval of those plans, see Article 12 and Article 13. The HPS plan is subject to the approval of the MRA and any terms set for the approval of the plan. The keeping, storage, handling, transport, processing and sale of minerals and related activities shall be performed in accordance with the approved HPS plan and any terms set for the approval of the plan.

9.03 The HPS plan mentioned in section 9.02 shall include a financial feasibility study ("Financial Feasibility Study" or "FFS") comprising the keeping, storage, handling, transport, processing and sales activities and other exploitation activities under the Licence. The Licensee shall submit the FFS to the MRA for its approval. The FFS is subject to the approval of the MRA. The MRA may request the Licensee to submit an updated or revised FFS to the MRA for its approval.

9.04 The HPS plan mentioned in section 9.02 shall be regularly updated and shall furthermore be revised to reflect substantial changes in the keeping, storage, handling, transport, processing and/or sales activities, the exploitation activities or other matters relating to the HPS plan. Amendments to the HPS plan are subject to the approval of the MRA and any terms set for such approval, see sections 19 and 43(4) of the Mineral Resources Act. The MRA may request the Licensee to submit an updated or revised HPS plan to the MRA for its approval.

Handling, processing and sale of minerals in other states than Greenland

9.05 The HPS plan mentioned in section 9.02 may contain statements to the effect that some or all minerals exploited under the Licence shall or may be kept, stored, handled, processed and/or sold in one or more other states than Greenland or shall or may be kept, stored, handled, processed and/or sold to some extent and/or in some manner in one or more other states than Greenland. Any such statements and their effects are subject to the approval of the Greenland Government and any terms set for such approval, as stated in section 9.06, in accordance with the Licence and the Mineral Resources Act.

9.06 The MRA may approve that some or all minerals exploited under the Licence shall or may be kept,

stored, handled, processed and/or sold in one or more other states than Greenland or shall or may be kept, stored, handled, processed and/or sold to some extent and/or in some manner in one or more other states than Greenland. In determining whether to grant such approval, the MRA may take into consideration any relevant matter, including the following:

(a) Whether keeping, storage, handling, processing and/or sale of the minerals concerned in Greenland will result in substantially higher costs or substantially greater detriments to the Licensee or in relation to public interests, including those stated in sections 9.06(b)-9.06(g), than keeping, storage, handling, processing and/or sale of the minerals in the other state or states concerned.

(b) Whether keeping, storage, handling, processing and/or sale of the minerals concerned in Greenland will result in higher or lower sales payments (sales prices) than keeping, storage, handling, processing and/or sale of the minerals in the other state or states concerned.

(c) The Greenland Government's interest in ensuring and supporting a secure, transparent and controllable process and scheme for the keeping, storage, handling, transport, processing and sale of exploited minerals.

(d) The Greenland Government's interest in promoting and ensuring or supporting keeping, storage, handling, processing and sale in Greenland of exploited minerals.

(e) The Greenland Government's interest in promoting and ensuring or supporting keeping, storage, handling, processing and sale of exploited minerals in a manner which results in the greatest (highest) government take, including royalty under Article 6 and direct and indirect taxes, for the Greenland Government.

(f) The Greenland Government's interest in ensuring appropriate and effective exploitation of mineral resources and their values and social sustainability and protection of the environment.

(g) The Greenland Government's interest in ensuring and supporting employment of Greenland workers and business creation and development in Greenland and performance of value adding processes in Greenland.

The MRA shall decide whether it will grant an approval as stated above in this section 9.06 and may set any terms for such an approval, in accordance with the Licence and the Mineral Resources Act. The MRA shall only make such a decision if the Licensee has submitted an application with all relevant documents and information to the MRA. The documents shall include an Environmental Impact Assessment (EIA), see section 12.01(b), a Social Impact Assessment (SIA), see section 12.01(c), and a Financial Feasibility Study (FFS), see section 9.03, which all shall include all relevant information in relation to the keeping, storage, handling, processing and sale of all exploited minerals in accordance with this Article 9. The MRA may reasonably demand that the Licensee shall submit additional documents and information and perform studies and investigations to the extent this is reasonably necessary to consider the application

JSN

and make the decision, in the opinion of the MRA.

9.07 Subject to any approval as stated in section 9.06, all minerals exploited under the Licence shall be kept, stored, handled, processed and sold in Greenland.

Processing of minerals

9.08 The HPS plan mentioned in section 9.02 may contain statements to the effect that some or all minerals exploited under the Licence shall not be processed into Fully Processed Minerals, as stated in section 1.01(c), and shall only be processed into Partly Processed Minerals, as stated in section 1.01(gg) to some extent and/or in some manner. Any such statements and their effects are subject to the approval of the MRA and any terms set for such approval, as stated in section 9.09.

9.09 The MRA may approve that some or all minerals exploited under the Licence shall not be processed into Fully Processed Minerals, as stated in section 1.01(c), and shall only be processed into Partly Processed Minerals, as stated in section 1.01(gg), to some extent and/or in some manner. In determining whether to grant such approval, the MRA may take into consideration any relevant matter, including the following:

(a) Whether processing of the minerals concerned into Fully Processed Minerals will result in substantially higher costs or substantially greater detriments to the Licensee or in relation to public interests, including those stated in sections 9.09(b)-9.09(g), than if the minerals concerned are only processed into Partly Processed Minerals.

(b) Whether processing of the minerals concerned into Fully Processed Minerals will result in higher or lower sales payments (sales prices) than if the minerals concerned are only processed into Partly Processed Minerals.

(c) The Greenland Government's interest in promoting and ensuring or supporting processing and sale of exploited minerals in a manner which results in the greatest (highest) government take, including royalty under Article 6 and direct and indirect taxes, for the Greenland Government.

(d) The Greenland Government's interest in ensuring and supporting a secure, transparent and controllable process and scheme for processing and sale of exploited minerals.

(e) The Greenland Government's interest in promoting and ensuring or supporting processing and sale in Greenland of exploited minerals.

(f) The Greenland Government's interest in ensuring appropriate and effective exploitation of mineral resources and their values and social sustainability and protection of the environment.

(g) The Greenland Government's interest in ensuring and supporting employment of Greenland workers and business creation and development in Greenland and performance of value adding processes in Greenland.

The MRA decides whether it will grant an approval as stated above in this section 9.09 and may set any

JSN

terms for such an approval in accordance with the Licence and the Mineral Resources Act. The MRA shall only make such a decision if the Licensee has submitted an application with all relevant documents and information to the MRA. The documents shall include an Environmental Impact Assessment (EIA), see section 12.01(b), a Social Impact Assessment (SIA), see section 12.01(c), and a Financial Feasibility Study (FFS), see section 9.03, which all shall include all relevant information in relation to the keeping, storage, handling, processing and sale of all exploited minerals in accordance with this Article 9. The MRA may reasonably demand that the Licensee shall submit additional documents and information and perform studies and investigations to the extent this is reasonably necessary to consider the application and make the decision, in the opinion of the MRA.

9.10 If, and then only to the extent, the MRA has not granted an approval as stated in section 9.09, all minerals exploited under the Licence shall be processed into Fully Processed Minerals, as stated in section 1.01(c).

Sale of minerals

9.11 The HPS plan mentioned in section 9.02 may contain statements to the effect that some minerals exploited under the Licence may be sold in another manner than by public auction. Any such statements and their effects are subject to the approval of the MRA and any terms set for such approval, as stated in section 9.12, in accordance with the Licence and the Mineral Resources Act.

9.12 The MRA may approve that some minerals exploited under the Licence may be sold in another manner than by public auction. In determining whether to grant such approval, the MRA may take into consideration any relevant matter, including the following:

(a) Whether sale of the minerals concerned at public auctions will result in substantially higher costs or substantially greater detriments to the Licensee or in relation to public interests, including those stated in sections 9.12(b)-9.12(g), than sale in the other manner than by public auction.

(b) Whether sale of the minerals concerned at public auctions will result in higher or lower sales payments (sales prices) than sale in the other manner than by public auction.

(c) The Greenland Government's interest in ensuring and supporting sale of minerals at the best (highest) sales prices and the best sales terms and by the best procedure or manner of sale in relation thereto and, among others, to publicity, transparency, announcement of planned sales to as many prospective purchasers as possible, competition among prospective purchasers, equal treatment of prospective purchasers and security, reliability, veracity and credibility in relation to sales.

(d) The Greenland Government's interest in ensuring and supporting a secure, transparent and controllable sales process and scheme.

(e) The Greenland Government's interest in ensuring and supporting sales in a manner which results in the greatest (highest) government take, including royalty under Article 6 and direct and

JJM

indirect taxes, for the Greenland Government.

(f) The Greenland Government's interest in ensuring appropriate and effective exploitation of mineral resources and their values and social sustainability.

(g) The Greenland Government's interest in ensuring and supporting employment of Greenland workers, business creation and development in Greenland and performance of value adding processes in Greenland.

The MRA shall decide whether it will grant an approval as stated above in this section 9.12 and may set any terms for such an approval, in accordance with the Licence and the Mineral Resources Act. The MRA shall only make such a decision if the Licensee has submitted an application with all relevant documents and information to the MRA. The documents shall include a Social Impact Assessment (SIA), see section 12.01(c), and a Financial Feasibility Study (FFS), see section 9.03, which both shall include all relevant information in relation to the sale of all exploited minerals in accordance with this Article 9. The MRA may reasonably demand that the Licensee submits additional documents and information and performs studies and investigations to the extent this is reasonably necessary to consider the application and make the decision, in the opinion of the MRA.

9.13 Subject to any approval as stated in section 9.12, all minerals exploited under the Licence shall be sold at public auctions.

Environmental Impact Assessment and Social Impact Assessment in relation to handling, processing and sale

9.14 The keeping, storage, handling, transport, processing and sale of exploited minerals in accordance with this Article 9 shall be comprised by and integrated in the Environmental Impact Assessment (EIA) and the Social Impact Assessment (SIA) which the Licensee shall prepare and submit to the MRA for its approval, see sections 12.01(b) and 12.01(c). The MRA may demand that the EIA or the SIA shall be amended or expanded if it, in the opinion of the MRA, is not adequate, including if it is not adequate in relation to the keeping, storage, handling, transport, processing and/or sales activities or related activities. The EIA, the SIA and any amendment or expansion to the EIA or the SIA are subject to the approval of the MRA and any terms set for such approval.

Other general terms on handling, processing and sale of minerals

9.15 All minerals exploited under the Licence shall be kept, stored, handled, transported, processed and sold in accordance with the Mineral Resources Act and other legislation, executive orders and other regulations and provisions laid down pursuant to such legislation, the Licence, the approved HPS plan and the MRA's approval of the HPS plan, other approved plans and approvals of plans for activities under the Licence and any other rule, regulation, provision, term and agreement applicable to the Licence or activities under the Licence, including the keeping, storage, handling, transport, processing and/or sale of minerals exploited under the Licence.

9.16 Subject to sections 9.01-9.15, all minerals exploited under the Licence shall be kept, stored, handled, transported, processed and sold in accordance with best national and international practices and procedures.

9.17 The Licensee shall not in any manner sell, pledge, mortgage, charge, lease, transfer, dispose of or otherwise legally deal with any mineral exploited under the Licence unless the mineral has been processed and sold as set out in this Article 9. If the Licensee irrespective of this sells, pledges, mortgages, charges, leases, transfers, disposes of or otherwise legally deals with any mineral exploited under the Licence, any such sale or other legal act or disposition shall be invalid and have no effect until the mineral has been processed and sold as set out in this Article 9. If, irrespective of section 9.17, second sentence, a mineral cannot be processed or sold as set out in this Article 9, such mineral shall be considered lost and thereby considered sold as set out in section 6.06.

Sale or transfer of minerals to Related Party

9.18 Subject to sections 9.19 and 9.20, the Licensee shall not in any manner sell or transfer any mineral exploited under the Licence to any Related Party or Related Parties, see sections 1.01(hh) and 1.01(ii).

9.19 The HPS plan mentioned in section 9.02 may contain statements to the effect that some minerals exploited under the Licence shall or may be sold to one or more specific Related Parties on specific terms, including terms ensuring the following:

(a) That any such sale is made in accordance with the terms and principles of section 9.21.

(b) That the MRA may demand that the Licensee and the Related Party concerned (1) shall document any sale is made in accordance with the terms and principles of section 9.21 and (2) shall provide any document and information relating thereto to the MRA.

Any such statements and their effects and any such terms on the matters stated in letters (a) and (b) are subject to the approval of the Greenland Government and any terms set for such approval, as stated in section 9.20.

9.20 The MRA may approve that some minerals exploited under the Licence shall or may be sold to one or more specific Related Parties on specific terms, including terms ensuring the matters stated in sections 9.19(a) and 9.19(b). In determining whether to grant such approval, the MRA may take into consideration any relevant matter, including the matters stated in sections 9.19 and 9.21 and the following matters:

(a) Whether sale of the minerals concerned to the specific Related Party or Related Parties on the stated specific terms will or may result in substantially higher costs or substantially greater detriments to the Licensee or in relation to public interests, including those stated in sections 9.20(b)-9.20(g), than sale to one or more Unrelated Parties.

(b) Whether sale of the minerals concerned to the specific Related Party or Related Parties on the

JSW

stated specific terms will or may result in higher or lower sales payments (sales prices) than sale to one or more Unrelated Parties.

(c) The Greenland Government's interest in ensuring and supporting sale of minerals at the best (highest) sales prices and the best sales terms and by the best procedure or manner of sale in relation thereto and, among others, to publicity, transparency, announcement of planned sales to as many prospective purchasers as possible, competition among prospective purchasers, equal treatment of prospective purchasers and security, reliability, veracity and credibility in relation to sales.

(d) The Greenland Government's interest in ensuring and supporting a secure, transparent and controllable sales process and scheme.

(e) The Greenland Government's interest in ensuring and supporting sales in a manner which results in the greatest (highest) government take, including royalty under Article 6 and direct and indirect taxes, for the Greenland Government.

(f) The Greenland Government's interest in ensuring appropriate and effective exploitation of mineral resources and their values and social sustainability.

(g) The Greenland Government's interest in ensuring and supporting employment of Greenland workers, business creation and development in Greenland and performance of value adding processes in Greenland.

The MRA decides whether it will grant an approval as stated above in this section 9.20 and may set any terms for such an approval, in accordance with the Licence and the Mineral Resources Act. The MRA shall only make such a decision if the Licensee has submitted an application with all relevant documents and information to the MRA. The documents shall include a Social Impact Assessment (SIA), see section 12.01(c), and a Financial Feasibility Study (FFS), see section 9.03, which both shall include all relevant information in relation to the sale of all exploited minerals in accordance with this Article 9. The MRA may reasonably demand that the Licensee submits additional documents and information and performs studies and investigations to the extent this is reasonably necessary to consider the application and make the decision, in the opinion of the MRA.

Sale of minerals in accordance with transfer pricing rules, principles and guidelines

9.21 Subject to sections 9.01-9.18, any sale of any mineral exploited under the Licence shall be made in accordance with transfer pricing rules, principles and guidelines of Greenland tax law and of international tax law agreements, rules, principles and guidelines applicable in Greenland from time to time. If a sale is not made in this manner, a sales price and other sales terms which are in accordance with the said transfer pricing rules, principles and guidelines shall be used in the calculation of any royalty under Article 6 and any other amount in relation thereto. The sales price and other sales terms to be used in this manner shall be set by the MRA, based on an objective, informed and substantiated assessment. If the Licensee, based

on an objective, informed and substantiated assessment, considers the MRA's determination of the sales price and other sales terms to be used to be incorrect or inaccurate, the Licensee may commence proceeding to have the sales price and other sales terms to be used decided by a decision of an arbitration tribunal in accordance with Article 32. Such a decision shall be made in accordance with the Licence, including in particular this section 9.21. Such proceedings shall not suspend the effects of the MRA's determination of the sales price and other sales terms to be used. If a decision made in accordance with Article 32 determines another sales price and/or other sales terms to be used than the sales price and other sales terms determined by the MRA, the said other sales price and/or other sales terms apply in relation to calculation of royalty under Article 6.

Use of minerals as security for financing etc.

9.22 The HPS plan mentioned in section 9.02 may contain statements to the effect that some or all minerals exploited under the Licence shall or may be used to provide security, including by pledging, mortgaging or charging the minerals, to one or more specific parties on specific terms, including terms ensuring the following:

(a) That any such security and its contents and effects shall be in accordance with the Licence, including in particular Article 6 and this Article 9, and all approvals by the MRA of plans for activities under the Licence.

(b) That any such security and its contents and effects shall be in accordance with the Mineral Resources Act, including among others sections 1, 2, 16-19, 42-43 and 83-87.

(c) That any such security and its contents and effects shall respect and be subject to any right and authority of the Greenland Self-Government and the MRA in relation to the minerals, including the exploitation, processing, handling, storage, transport and sale of the minerals.

Any such statements and their effects and any such terms on the matters stated in letters (a)-(c) are subject to the approval of the Greenland Government and any terms set for such approval, as stated in section 9.23.

9.23 The MRA may approve that some or all minerals exploited under the Licence shall or may be used to provide security, including by pledging, mortgaging or charging the minerals, to one or more specific parties on specific terms, including terms ensuring the matters stated in sections 9.22(a)-9.22(c). In determining whether to grant such an approval, the MRA may take into consideration any relevant matter. The MRA may set any terms for such an approval, including terms ensuring the matters stated in sections 9.22(a)-9.22(c), in accordance with the Licence and the Mineral Resources Act. The MRA shall only make a decision on an application for such an approval if the Licensee has submitted an application with all relevant documents and information to the MRA. The MRA may reasonably demand that the Licensee submits additional documents and information to the extent this is reasonably necessary to consider the application and make the decision, in the opinion of the MRA.

9.24 Subject to sections 9.22 and 9.23, the Licensee shall not in any manner pledge, mortgage, charge, lease, dispose of or otherwise legally or actually deal with any mineral exploited under the Licence in relation to any party or parties.

Article 10 Preliminary valuation of minerals

10.01 All minerals exploited under the Licence shall be preliminarily valuated in Greenland as set out in this Article 10 and in accordance with the terms of this Article 10 and with the other terms of the Licence unless such other terms cannot be applied to the preliminary valuation activities.

10.02 The main purposes of the preliminary valuation are in particular to promote and support (1) a secure, transparent, reliable and controllable process and scheme for the keeping, storage, handling, transport, processing and sale of exploited minerals, (2) the keeping, storage, handling, transport, processing and sale of exploited minerals in accordance with Article 9, including in particular section 9.21, (3) security, transparency, reliability, veracity, credibility and controllability in relation to any processing and any sale of exploited minerals and (4), if minerals are not handled, processed or sold in accordance with Article 9, the calculation of royalty under Article 6 in accordance with the terms of Article 6.

10.03 Subject to sections 10.01-10.02 and 10.05-10.09, the Licensee shall prepare a plan for the preliminary valuation of exploited minerals in accordance with this Article 10 ("preliminary valuation plan") and shall submit the preliminary valuation plan to the MRA for its approval. The preliminary valuation plan shall also be integrated in and a part of the exploitation plan and subject to the terms for that plan, see Article 12. The preliminary valuation plan is subject to the approval of the MRA and any terms set for the approval of the plan. The preliminary valuation of minerals and related activities shall be performed in accordance with the approved preliminary valuation plan and any terms set for the approval of the plan.

10.04 The preliminary valuation plan mentioned in section 10.03 shall be regularly updated and shall furthermore be revised to reflect substantial changes in the preliminary valuation activities, the sales activities, the processing activities, the exploitation activities or other matters relating to the preliminary valuation plan. Amendments to the preliminary valuation plan are subject to the approval of the MRA and any terms set for such approval, see section 19 of the Mineral Resources Act. The MRA may request the Licensee to submit an updated or revised preliminary valuation plan to the MRA for its approval.

10.05 All minerals exploited under the Licence shall be preliminarily valuated by the MRA and the Licensee jointly. In connection with the preliminary valuation and the assessments and sharing of information in relation to the preliminary valuation, the Licensee and the MRA shall act in good faith and loyally. In relation thereto, the Licensee and the MRA shall also act reasonably and in accordance with the principles of objectiveness and proportionality. The MRA and the Licensee shall seek to reach agreement on a joint preliminary valuation of the value of the mineral which is being preliminarily valuated. If the MRA and

the Licensee reach agreement on the preliminary value of the mineral, that preliminary value shall be recorded as the preliminary value of the mineral.

10.06 If the MRA and the Licensee cannot reach agreement on the preliminary value, the preliminary value set by each of them shall be recorded and the preliminary value set by the MRA shall be deemed to be the preliminary value of the mineral concerned under this Article 10, subject to section 10.07.

10.07 If the Licensee intends to contest the preliminary value of a mineral set by the MRA under section 10.06, the Licensee shall inform the MRA of this and initiate arbitration proceeding in accordance with Article 32 to have the preliminary value determined by an arbitration tribunal. The Licensee shall initiate the arbitration proceeding no later than 30 days after the Licensee has been informed of the preliminary value set by the MRA unless the MRA approves that the Licensee may initiate the arbitration proceedings within another time limit. The MRA may set terms for such approval, including terms to the effect that all disputes regarding all contested preliminary values in a calendar year or another shorter period of time shall be determined in a single arbitration as soon as possible after the expiry of that calendar year or other period of time.

10.08 If the Licensee intends to contest the preliminary value of a mineral set by the MRA under section 10.06 but does not inform the MRA of this or does not initiate arbitration proceeding in accordance with sections 10.07 and Article 32 within the time limit under section 10.07, the preliminary value set by the MRA shall be deemed to be the final and conclusive determination of the value under this Article 10.

10.09 The preliminary value determined by the preliminary valuation under this Article 10 (including by any decision of an arbitration tribunal pursuant to section 10.07) shall be deemed to be the final and conclusive determination of the value of the mineral concerned unless the mineral is sold and its value is determined in accordance with Article 6. If the mineral is sold and its value is determined in accordance with Article 6, the value so determined shall be applied in the calculation of royalty under Article 6 and in relation to any other matter comprised by Article 6.

Article 11 Information technology systems (IT Systems)

11.01 In the MRA's approval of the exploitation plan, as stated in section 12.02, or approval of any other plan for activities under Licence, the MRA may state that a specific information technology system shall be comprised by the definition in this Licence (or in section 1.01(dd)) of Other IT System if the information technology system (1) is not an IT Tracking System, IT Security System or IT Financial System and (2) is used or to be used in relation to any mineral exploited under the Licence or any activity under the Licence. The MRA may make such statement for one or more such information technology systems.

11.02 The Licensee shall deliver a multi user copy of any IT Tracking System, as defined in section 1.01(q), to

the MRA. The said copy of the IT Tracking System shall include all functions and be fully operational and shall be kept fully operational and updated and maintained by the Licensee, as stated in section 11.03, until the lapse or return of the Licence, in accordance with Article 25 and Article 26. The Licensee shall grant the MRA and its employees and advisers no less than the same right to use any such IT Tracking System as the Licensee or any of its Related Parties has and shall grant the said right to use the IT Tracking System for any purpose, function and activity in relation to the Licence, to any activity under the Licence and to any mineral exploited under the Licence.

11.03 In the MRA's approval of the exploitation plan, as stated in section 12.02, or approval of any other plan for activities under Licence, the MRA may approve that the terms stated in sections 11.04-11.16 shall not apply or shall only apply to some extent or in some manner in relation to one or more specific IT Systems.

11.04 All IT Systems shall include all functions and be fully operational and shall be kept fully operational and updated and maintained by the Licensee until the lapse or return of the Licence, in accordance with Article 25 and Article 26.

11.05 The MRA and its employees and advisers shall have no less than the same online access to all parts, functions and data of all IT Tracking Systems as the Licensee or any of its Related Parties has.

11.06 The MRA and its employees and advisers shall have no less than the same access to all parts, functions and data of any IT Tracking System, any IT Financial System and any Other IT System as the Licensee or any of its Related Parties has at any place at which the Licensee or any of its Related Parties has access to any such IT System.

11.07 The MRA shall designate a limited number of persons with standard high level security clearance granted by the MRA to perform functions and activities for the MRA pursuant to this Article 11 in relation to any IT Security System ("Security Cleared Persons" and each a "Security Cleared Person"). A Security Cleared Person may be an employee of the MRA or an adviser to the MRA, provided that the said person has standard high level security clearance.

11.08 The MRA may designate one person or a limited number of persons with standard high level security clearance granted by the MRA to perform auditing and other supervision and control functions for the MRA pursuant to this Article 11 in relation to any IT Security System ("Security Cleared Auditors" and each a "Security Cleared Auditor"). A Security Cleared Auditor may be a state authorised public accountant or another person with appropriate and sufficient qualifications to perform such auditing, supervision and control functions, provided that the said person has standard high level security clearance.

11.09 The Security Cleared Persons shall have no less than the same access to all parts, functions and data of

any IT Security System as the Licensee or any of its Related Parties has at any place at which the Licensee or any of its Related Parties has access to any such IT Security System.

11.10 The MRA shall not have access to perform any editing function of any IT System.

11.11 Any IT System shall contain log functions and other relevant functions to ensure that any access to, use of and/or change to the IT System and/or any information, data, function or other matter in the system are recorded in a secure, controllable and verifiable manner.

11.12 Any IT Tracking System, any IT Financial System and any Other IT System shall contain log functions and other relevant functions to ensure that any access to, use of and/or change to the system and/or any information, data, function or other matter in the system may be seen and recorded subsequently at any time by the MRA and its employees and advisers and by any auditor performing any audit or other supervision or control in relation to the system and/or any information, data, function or other matter in the system.

11.13 Any IT Security System shall contain log functions and other relevant functions to ensure that any access to, use of and/or change to the system and/or any information, data, function or other matter in the system may be seen and recorded subsequently at any time by any Security Cleared Person, any Security Cleared Auditor and any auditor and any other person appointed by the Licensee performing any audit or other supervision or control in relation to the system and/or any information, data, function or other matter in the system.

11.14 The Licensee shall appoint a state authorised public accountant to perform an annual audit of all IT Tracking Systems, IT Financial Systems and Other IT Systems. The state authorised public accountant's audit for any calendar year shall be completed and the audit report issued and submitted to the MRA no later than 31 March the subsequent calendar year. The audit shall be performed and the audit report shall be made in accordance with the principles of the International Standard on Assurance Engagements (ISAE) 3402, Assurance Reports on Controls at a Service Organization, (type 2), and any updates and amendments thereto and new versions thereof, or in accordance with the principles of any other recognised and appropriate international standard approved by the MRA. The MRA shall be entitled to perform an independent outside audit and may appoint a state authorised public accountant or other auditor to participate in or perform the independent outside audit. Such independent outside audit may be performed to the extent this is necessary. In determining whether to make any such independent outside audit, the MRA shall act in accordance with Article 15. The costs of auditors shall be paid by the Licensee.

11.15 The Licensee shall appoint a state authorised public accountant or another person with appropriate and sufficient qualifications to perform an annual audit of all IT Security Systems. The state authorised public accountant's or said other person's audit for any calendar year shall be completed and the audit report

issued and submitted to the MRA no later than 31 March the subsequent calendar year. The audit shall be performed and the audit report shall be made in accordance with the principles of the International Standard on Assurance Engagements (ISAE) 3402, Assurance Reports on Controls at a Service Organization, (type 2), and any updates and amendments thereto and new versions thereof, or in accordance with the principles of any other recognised and appropriate international standard approved by the MRA. The MRA shall be entitled to make a Security Cleared Person perform an independent outside audit and may appoint a Security Cleared Auditor to participate in or perform the independent outside audit. Such independent outside audit may be performed to the extent this is necessary. In determining whether to make any such independent outside audit, the MRA shall act in accordance with Article 15. The costs of auditors shall be paid by the Licensee.

11.16 The exploitation plan mentioned in Article 12 shall contain statements to the effect that the MRA and its employees and advisers shall have the rights and authorities in relation to IT Systems stated in this Article 11 and shall also contain information on all other relevant matters in relation thereto and to the use of and access to IT Systems by the MRA and its employees and advisers. Any such statements and information and their effects are subject to the approval of the MRA and any terms set for such approval, as stated in section 11.17.

11.17 In the MRA's approval of the exploitation plan, as stated in section 12.02, or approval of any other plan for activities under Licence, the MRA may set any terms in relation to IT Systems, including terms to the effect that the MRA and its employees and advisers shall have the rights and authorities in relation to IT Systems stated in this Article 11 and terms on all other relevant matters in relation thereto and to the use of and access to IT Systems by the MRA and its employees and advisers. In addition to the said specific matters, the approval of the exploitation plan may for example also contain terms to the effect that the MRA may require that the Licensee shall inform the MRA of all licences and other agreements on use of software, hardware and/or data centres used in relation to activities under the Licence or minerals exploited under the Licence and shall provide to the MRA any other relevant information and document in relation to such licences and agreements.

11.18 All costs and expenses relating to any IT System used in relation to activities under the Licence, including purchase, change, improvement and maintenance thereof, shall be paid or reimbursed by the Licensee. The MRA and its employees and advisers shall not in any manner pay any consideration, charge, fee, royalty or any other amount to the Licensee or any other party for the MRA's receipt of a copy of or use of any IT System.

Article 12 Exploitation plan (development, production and abandonment)

12.01 Following the granting of the Licence, the Licensee and the MRA shall jointly discuss the planning of development activities up to commencement of production. These discussions shall, among others, form

JSN

the basis for preparing a joint timetable for the development activities. The timetable shall, among others, include the following activities:

(a) The Licensee's preparation and submission to the MRA of the exploitation plan mentioned in section 12.02 comprising development, production and abandonment. To the extent possible, the material shall be prepared and submitted in such a manner that the overall exploitation plan is submitted first.

(b) The Licensee's preparation of an environmental impact assessment ("Environmental Impact Assessment" or "EIA") regarding the specific exploitation. The EIA shall be submitted as part of the material mentioned in section 12.01(a) to the MRA for its approval. The Licensee may submit an EIA which were submitted in connection with the submission of the application for the Licence, an amended version of that EIA or another EIA. The MRA may demand that the EIA shall be amended or expanded if it is not adequate, in the opinion of the MRA. The EIA is subject to the approval of the MRA and any terms set for such approval.

(c) The Licensee's preparation of a social impact assessment ("Social Impact Assessment" or "SIA") regarding the specific exploitation. The SIA shall be submitted as part of the material mentioned in section 12.01(a) to the MRA for is approval. The Licensee may submit a SIA which were submitted in connection with the submission of the application for the Licence, an amended version of that SIA or another SIA. The MRA may demand that the SIA shall be amended or expanded if it is not adequate, in the opinion of the MRA. The SIA is subject to the approval of the MRA and any terms set for such approval.

(d) The MRA's processing of the Licensee's exploitation plan, including the abandonment plan. To the extent possible, this processing by the MRA shall be carried out in such a manner that, based on the material mentioned in section 12.01(a), decisions are made first as regards the overall exploitation plan.

The timetable shall specify the time limits within which the parties, in cooperation, seek to plan the performance of their respective tasks. The Licensee and the MRA shall use their best endeavours to adhere to the prepared timetable.

12.02 Following the granting of the Licence, the Licensee shall submit an exploitation plan to the MRA for its approval, comprising development, production and abandonment activities in accordance with sections 19 and 43 of the Mineral Resources Act. The exploitation plan shall contain all necessary specific plans for the activities under the Licence, including activities relating to development, production, storage, waste disposal etc. transportation and abandonment. The abandonment plan shall include cost estimates for the abandonment activities, see section 16.05.

12.03 In connection with the granting of the Licence and based on the discussions mentioned in section 12.01, the MRA will fix a time limit, such time limit not to be shorter than any time limit stated in section

JSW

3.02(b), for the Licensee's submission of an exploitation plan, see section 12.02. The time limit shall be fixed in such a manner that the Licensee has reasonable time to prepare the exploitation plan and the related material.

12.04 Prior to commencement of development and production, the plans mentioned in section 12.02 shall have been approved by the MRA.

12.05 The Licensee shall commence exploitation within the time fixed in the approval under section 12.04. This time limit shall be fixed in such a manner that the Licensee has reasonable time to carry out the activities set out in the approved development plan.

12.06 Notwithstanding section 12.05, the Licensee shall commence exploitation no later than 1 July 2015, see section 3.02(d). The MRA may extend this time limit in accordance with section 25.06.

Article 13 Performance and approval of activities under the Licence etc.

13.01 The Licensee's activities under the Licence shall be carried out in accordance with recognised good international practice for exploitation activities under similar conditions. Furthermore, the Licensee's activities under the Licence shall be carried out in an appropriate manner and in a manner which ensures safety, health, the environment and social sustainability in accordance with the Mineral Resources Act, other statues and rules, the terms of the Licence, approvals under the Licence, other regulations and Impact Benefit Agreement terms applying from time to time.

13.02 The Licensee shall submit plans for its activities under the Licence to the MRA, including the following plans:

(a) An exploitation plan, see Article 12.

(b) Health, safety, contingency and environmental plans.

(c) Plans for socio-economic studies and for socially sustainable exploitation.

(d) A development plan.

(e) Production, storage, waste disposal and transportation plans.

(f) An abandonment plan.

All plans are subject to the approval of the MRA and any terms set for such approval. All plans shall include pollution contingency measures. An activity may not be initiated unless the MRA has approved the relevant plan or plans regarding the activity. In its approval, the MRA may determine that specific types of plants, equipment and material etc. may not be used or that certain activities may not be carried out in specific areas and during specific periods. Likewise, the MRA may order the Licensee to monitor

biological, environmental and physical conditions concerning areas affected by the activities.

13.03 All the plans mentioned in section 13.02 shall be regularly updated and shall furthermore be revised to reflect substantial changes in the exploitation activities or other matters relating to the plans. Amendments to a plan are subject to the approval of the MRA and any terms set for such approval, see sections 19 and 43(4) of the Mineral Resources Act. The MRA may request the Licensee at 6 months' notice to submit an updated or revised plan to the MRA for its approval.

13.04 Pursuant to section 84 of the Mineral Resources Act, the Greenland Government may lay down specific rules on the performance of activities covered by exploitation licences in and outside the licence areas, including rules regarding technical, health, safety, environmental, social sustainability and resource matters. The rules shall apply to performance of activities covered by this Licence to the extent the rules apply to the Licence.

13.05 The Licensee may establish plants, buildings, installations, production facilities, storage and transportation facilities, pipelines and infrastructure etc. in and outside the Licence Area, provided they have been approved by the MRA, see sections 19 and 86(1) of the Mineral Resources Act.

13.06 The Licensee shall take all necessary measures to ensure that the work does not create a risk of damage to persons or third party property.

13.07 The Licensee shall take all necessary measures to ensure that the risk of pollution and other harmful effects on the environment, both in and outside the Licence Area, is reduced as much as possible.

13.08 If the Licensee's activities create a risk of damage to persons or third-party property, or if the risk of pollution or harmful effects on the environment exceeds a level acceptable to the MRA, the MRA may order the Licensee to remedy the situation and rectify any damage within a time limit fixed by the MRA. If it is considered necessary by the MRA, the MRA may further order the Licensee to suspend activities wholly or partly until the Licensee has remedied the situation. Moreover, the MRA may order the Licensee to prepare a plan for remedying the situation. If the Licensee does not comply with an order or does not do so within a time limit fixed by the MRA, the MRA may implement the order and take any necessary preventive and/or remedial measures for the account and at the risk of the Licensee.

13.09 If the Licensee fails to comply with an order issued according to section 13.08, the Licensee shall compensate any damage, loss and cost incurred as a result thereof, irrespective of whether such damage, loss or cost is incurred by the Greenland Self-Government, the Danish State and/or any third party, including a private individual or a private enterprise.

13.10 The Licensee shall continuously carry out clean-up and rectify damage caused to terrain, vegetation and the environment as a result of the Licensee's activities.

JSW

Article 14 Supervision

14.01 The MRA supervises the Licensee's activities under the Licence, see section 86(2) of the Mineral Resources Act. MRA may appoint one or more authorities, persons or enterprises etc., as Supervisory Authority, to supervise the Licensee's activities under the Licence. The Supervisory Authority shall in all respects be entitled to supervise all the Licensee's activities and to demand information and documents from the Licensee regarding the Licensee's activities under the Licence. Against due evidence of authority and without a prior court order, the Supervisory Authority shall at all times have access to any part of the Licensee's activities under the Licence, to the extent required for the performance of the supervision.

14.02 The Supervisory Authority may take samples from geological material obtained as part of the Licensee's activities under the Licence.

14.03 The Supervisory Authority may issue orders in case of violation of or non-compliance with legislation, regulations laid down pursuant to such legislation, terms of the Licence, including non-compliance with obligations under the Impact Benefit Agreement, see Article 22, terms of approvals under the Licence or any other law, rule or regulation applicable to the Licensee's activities under the Licence, all as applicable from time to time in Greenland.

14.04 The Supervisory Authority may issue such orders as the Supervisory Authority finds necessary, including for the Licensee to immediately discontinue activities under the Licence. Such orders may also be issued under section 14.03.

14.05 If the Licensee fails to comply with an order issued according to section 14.04, the Licensee shall compensate any damage and loss incurred as a result thereof, irrespective of whether such damage or loss is suffered by the Greenland Self-Government, the Danish State and/or any third party, including a private individual or a private enterprise.

14.06 In connection with the Supervisory Authority's inspection in and at the Licence Area, the Licensee shall provide transport of the Supervisory Authority between the place of inspection and the nearest public airport or heliport in Greenland with scheduled flights and shall arrange for such transport to be provided in accordance with any reasonable requirements of the Supervisory Authority. The same applies to accommodation for the Supervisory Authority at the place of inspection and to transport in and at the Licence Area to the extent necessary.

14.07 The Licensee shall reimburse all costs and expenses incurred by the MRA and the Supervisory Authority, including the personnel of other authorities and external consultants etc., in connection with supervision and inspection of activities comprised by the Licence. The reimbursement shall be made in accordance with the provisions of Article 19 and applicable law, including section 86(5) of the Mineral Resources Act and the Greenland Government's executive order no. 24 of 30 December 2003 on the reimbursement of

costs associated with authority administration in connection with mineral resource activities. Reimbursement in accordance with Article 19 shall include, but not be limited to, any costs and expenses in connection with supervision, investigation, consultancy and inspection. In relation to such activities, the reimbursement shall also comprise any transport of the Supervisory Authority and its equipment etc. and accommodation of the Supervisory Authority, including in connection with travels between the residence and the place at which the supervision, investigation, consultancy or inspection is performed, and accommodation at that place.

Article 15 General rules and principles of administrative law

15.01 In the MRA's making of decisions and other case processing, the MRA shall act reasonably and in accordance with general rules and principles of Greenland administrative law, including the principle of objectiveness, the principle of proportionality and the principle of equal treatment.

15.02 Section 15.01 also applies to the MRA's making of a decision in relation to the Licensee's application for an extension of a time limit under the Licence, including an extension of a time limit under sections 25.05 or 25.06.

15.03 Section 15.01 also applies to the MRA's exercise of its authority and making of a decision in relation to royalty and any related matter under Article 6 and Article 9.

15.04 Subject to Article 30 and Article 31, in the MRA's making of decisions and other case processing, the MRA shall act in accordance with rules of law applicable in Greenland from time to time.

Article 16 Obligations on termination of activities

16.01 On termination of the activities under the Licence, the Licensee shall do the following:

(a) Remove all plants, buildings, installations, roads, pipelines, production facilities, storage and transportation facilities and infrastructure etc., within and outside the Licence Area, which have been established in connection with activities under the Licence, unless the non-removal of such plants etc. has been approved by the MRA in the abandonment plan or otherwise.

(b) Carry out final and full clean-up and rectification of any damage and impact on the environment, nature, vegetation and wildlife within and at the Licence Area and other affected areas. The clean-up and rectification is subject to approval by the MRA.

16.02 If plants etc. have served their purpose before termination of the Licence, measures according to sections 16.01(a) and (b) shall be taken for these plants etc. and the affected areas, immediately on termination of use. If an abandonment plan has been prepared, see sections 12.02 and 13.02, the measures mentioned

above shall be carried out in accordance with that plan.

16.03 If the Licensee fails to comply with orders to implement the measures mentioned above within a time limit fixed by the MRA, the MRA may have such measures carried out at the Licensee's expense and risk, see section 42(3) of the Mineral Resources Act. If the implementation of such measures results in a claim for compensation made by a party suffering damage or loss against the Greenland Self-Government, the Danish State or a third party, the Licensee shall indemnify the Greenland Self-Government, the Danish State or the third party for the claim and any related cost.

16.04 The abandonment plan, see sections 12.02 and 13.02, shall be regularly updated and shall furthermore be revised to reflect substantial changes in the exploitation activities. Amendments to the abandonment plan are subject to the approval of the MRA and any terms set for such approval, see sections 43(4) of the Mineral Resources Act. The MRA may request the Licensee at 6 months' notice to submit an updated or revised abandonment plan for the MRA's approval.

16.05 In connection with approval of the abandonment plan, see sections 12.04, 13.02 and 16.04, the financing of the abandonment plan shall be discussed by the Licensee and the MRA. These discussions shall, among other matters, include the following:

(a) The accounting principles which shall form the basis for calculation of annual provisions for this purpose.

(b) Principles to ensure that the accumulated provisions are intact when abandonment activities are commenced, including provision of security, see section 42(2) of the Mineral Resources Act.

The Licensee shall submit a proposal for financing of the abandonment plan.

16.06 As part of the reporting required according to section 17.01, the Licensee shall every year submit a statement of provisions made for implementation of the abandonment plan. The statement is subject to approval by the MRA.

16.07 Any suspension of the exploitation activities for a period of time with a view to subsequent resumption of the activities under the Licence requires the MRA's approval in accordance with section 44 of the Mineral Resources Act.

16.08 On termination of the exploitation activities, the Licensee shall carry out the abandonment activities in accordance with the abandonment plan. Prior to commencement, the abandonment activities shall have been approved by the MRA, see sections 12.04, 13.02 and 16.04. If the Licensee exceeds a time limit for implementation of abandonment activities and fails to comply with an order to carry out these activities within a time limit fixed by the MRA, the MRA may have such activities carried out at the Licensee's expense and risk, see section 42(3) of the Mineral Resources Act.

JSN

16.09 Prior to commencement of the abandonment activities, the Licensee is entitled to sell or otherwise transfer plants, buildings, installations, roads, pipelines and infrastructure etc., established for performance of activities under the Licence, to other parties, including Greenland authorities. Any such sale or transfer is subject to approval by the MRA and to the other parties assuming abandonment obligations corresponding to the Licensee's obligations, unless the MRA approves any changes to such obligations. Plants, buildings, installations, roads, pipelines and infrastructure etc. for which sale or transfer is approved shall be excluded from the Licensee's abandonment plan.

16.10 The total provisions for abandonment activities shall belong to the Licensee, but may only be used for abandonment purposes. If the cost of the abandonment activities is lower than the amount provided, the remainder of the provision shall be at the Licensee's disposal when the abandonment activities have been completed. If the cost of the abandonment activities exceeds the amount provided, the Licensee shall pay the excess cost, once the claim for payment or reimbursement of the costs falls due.

16.11 In connection with approval of the abandonment plan, see sections 12.04, 13.02 and 16.04, the MRA may and will determine and set terms to the effect that the Licensee shall provide and maintain security for the Licensee's fulfilment of abandonment (closure) obligations and other related obligations under the Licence and the Mineral Resources Act, see in particular section 42(2) of the Mineral Resources Act. No activities under the Licence may commence before the MRA has approved the security for the Licensee's fulfilment of abandonment (closure) obligations and other related obligations under the Licence and the Mineral Resources Act. Any security and any change relating to a security are subject to the approval of the MRA.

Article 17 Reporting etc.

17.01 For all activities performed under the Licence, the Licensee shall submit data, reports etc. to the MRA regarding all geological, geochemical, geophysical, technical, environmental, health, financial, including socio-economic, and other studies that are carried out in respect of the Licence Area and/or activities under the Licence, see section 86(4) of the Mineral Resources Act and section 17.03 of the Licence. At the MRA's request, the Licensee shall submit geological samples to the MRA, including drill cores.

17.02 If the Licensee discovers mineral resources other than those covered by the Licence, this shall be reported to the MRA.

17.03 The MRA may lay down rules and regulations and set terms in approvals of plans and activities concerning reporting on activities performed under the Licence, including reporting on financial matters, as well as the types of data, interpretations and other information to be included in the reports. The MRA may also determine the form and media for submitting such data etc. The MRA may demand further information and documents etc. from the Licensee concerning the activities performed under the Licence.

17.04 All expenses for the preparation and submission of reports, information, documents and samples etc. under the Licence shall be paid by the Licensee.

Article 18 Reporting on direct and indirect taxes etc.

18.01 The Licensee shall demonstrate to the MRA that the Licensee has reported information relating to direct taxes and indirect taxes to the tax authorities in Greenland, as required under Greenland law. The Licensee shall furthermore send copies to the Greenland Government of the information relating to direct taxes and indirect taxes which the Licensee has reported to the tax authorities in Greenland.

18.02 The provisions in this Article 18 on the Licensee's contracting parties, including its contractors, suppliers and service providers, shall apply to the Licensee's contracting parties who are to perform agreements relating to activities comprised by an approval under section 19, 43 or 86 of the Mineral Resources Act. Such provisions shall also apply to other contracting parties of the Licensee, unless the Licensee applies for and the MRA grants an exemption from this application for specific agreements or types of agreements with such contracting parties.

18.03 In the Licensee's agreements with its contracting parties, the Licensee shall require that its contracting parties shall report information relating to direct taxes and indirect taxes to the tax authorities in Greenland, as required under Greenland law.

18.04 The Licensee shall check and ensure that the Licensee's contracting parties report information relating to direct taxes and indirect taxes to the tax authorities in Greenland, as required under Greenland law, and to the MRA.

18.05 If it is considered necessary by the MRA, the MRA may demand further information from the Licensee concerning the Licensee's and the Licensee's contracting parties' reporting of information relating to direct taxes and indirect taxes. The Licensee shall ensure that the MRA receives the requested information.

18.06 The Licensee shall demonstrate to the MRA that the Licensee has paid direct taxes and indirect taxes to the tax authorities in Greenland, as required under Greenland law, and the amounts paid.

18.07 In the Licensee's agreements with its contracting parties, the Licensee shall require that the contracting parties pay direct taxes and indirect taxes to the tax authorities in Greenland, as required under Greenland law. The Licensee shall also require that the contracting parties document payment and the amounts paid to the MRA.

18.08 The Licensee shall check and ensure that the Licensee's contracting parties pay direct taxes and indirect taxes to the tax authorities in Greenland, as required under Greenland law. The Licensee shall furthermore check and ensure that contracting parties demonstrates this and the amounts paid to the MRA.

JJN

18.09 If it is considered necessary by the MRA, the MRA may demand further information from the Licensee concerning the Licensee's and the Licensee's contracting parties' payment of direct taxes and indirect taxes. The Licensee must ensure that MRA receives the requested information.

18.10 If the Licensee or the Licensee's contracting party fails to fulfil the requirements under sections 18.01-18.09 or fails to pay direct taxes or indirect taxes to the tax authorities in Greenland, the MRA may order the Licensee to take remedial action within a specified time limit. If the Licensee has not remedied the failure before expiry of the time limit, the MRA may order the Licensee either to take remedial action within a reasonable time limit or to discontinue activities under the Licence. If the Licensee fails to take remedial action before expiry of the time limit and fails to discontinue activities under the Licence, the MRA may take and complete the actions which are necessary to make the Licensee discontinue the activities under the Licence or otherwise cause the activities to be discontinued for the account and at the risk of the Licensee. If such action gives rise to a claim for damages from any party against the Greenland Self-Government, the Licensee shall defend the Greenland Self-Government against the claim for damages and indemnify the Greenland Self-Government against any liability for any damage or loss.

18.11 The provisions in this Article 18 on the Licensee's contracting parties, including its contractors, suppliers and service providers, shall apply correspondingly to the contracting parties' contracting parties, including their contractors, suppliers and service providers, and to the contracting parties' contracting parties' contracting parties etc., and similarly to the employees of the Licensee, its contracting parties and their contracting parties etc.

18.12 The MRA may lay down further provisions on the matters mentioned in this Article 18, including provisions on times or periods for reporting, demonstration of payment of taxes and sending of copies to the MRA.

Article 19 The Licensee's payment of the Mineral Resource Authority's costs and expenses in connection with authorities processing

19.01 The Licensee shall pay all costs and expenses relating to case processing, supervision and other administrative work and administration in connection with the Licence and activities under the Licence, including cost and expenses for necessary translation and interpretation, see section 86(5) of the Mineral Resources Act.

19.02 The costs and expenses which shall be paid by the Licensee under section 19.01 shall be calculated and administered on the basis of the orders and rules laid down from time to time by the Greenland Government or the MRA, see section 86(5) of the Mineral Resources Act. The payment may be collected as a fee or reimbursement of costs and expenses according to the orders and rules being laid down from time to time by the Greenland Government or the MRA. These rules include the Greenland Government's

executive order no. 24 of 30 December 2003 on the reimbursement of costs associated with authority administration in connection with mineral resource activities.

Article 20 Confidentiality

20.01 All data and any reports submitted in accordance with section 17.01 shall be treated as confidential by the MRA for a period of five years from the date when the data or reports were received by the MRA.

20.02 However, the period of confidentiality shall terminate no later than the date of termination of the Licence or the date of return of the Licence if the Greenland Government has approved the return of the Licence in accordance with Article 26.

20.03 Notwithstanding the provisions of section 20.01, the MRA shall be entitled to the following:

(a) The MRA is entitled to make general statements concerning the Licence Area and the activities under the Licence, based on the material submitted by the Licensee.

(b) The MRA is entitled to use and publish, without any restrictions and conditions, data of an environmental, health, socio-economic, technical, navigational, meteorological or glaciological nature, including bathymetric maps, if this is considered to be in the general interest of the community in the MRA's opinion, but excluding any material patented or in the process of being patented.

(c) The MRA is entitled to use and publish material submitted by the Licensee regarding general geological, geophysical and technical conditions, including generalized interpretations.

Prior to making a decision on whether to publish any material under sections 20.03(b) and (c), the MRA shall notify the Licensee thereof and consult with the Licensee.

Article 21 Workers and contractors, suppliers and service providers etc.

21.01 In carrying out activities under the Licence, the Licensee shall use and employ Greenland Workers. However, to the extent necessary for its activities, the Licensee may use and employ other workers if Greenland Workers with similar qualifications do not exist or are not available in Greenland.

21.02 In carrying out activities under the Licence, the Licensee shall use Greenland enterprises, including contractors and subcontractors, suppliers and service providers. However, the Licensee may use other enterprises for such contract work, supplies and services, if Greenland enterprises are not technically or commercially competitive. Greenland enterprises shall mean enterprises domiciled in Greenland who have genuine ties to the Greenland community through their commercial activities in Greenland.

JSN

21.03 At least once a year, the Licensee shall submit plans for the implementation of measures and procedures ensuring that the Licensee provides for the greatest possible use and employment of Greenland Workers and the greatest possible use of Greenland enterprises as contractors, subcontractors, suppliers and service providers, see sections 21.01-21.02. The plans and programmes shall be approved by the MRA. The Impact Benefit Agreement (IBA) mentioned in Article 22 shall include terms on cooperation in connection with the implementation of the plans on socio-economic studies and plans for socially sustainable exploitation, see section 13.02(c). The plans shall include programmes for the Licensee's recruitment, employment and education of Greenland Workers and programmes for the Licensee's invitations for tender for contracts, award of contracts and conclusion of contracts with Greenland enterprises, including contractors and subcontractors, suppliers and service providers.

21.04 The MRA may lay down rules and regulations and set terms in approvals of plans and activities regarding recruitment, employment and education of workers in accordance with section 21.01 and 21.03, and may lay down rules and regulations and set terms in approvals of plans and activities regarding the Licensee's invitations to tender for contracts, award of contracts and conclusion of contracts with Greenland enterprises, including contractors and subcontractors, suppliers and service providers, with a view to giving Greenland enterprises opportunities to tender for, be awarded and perform contracts and subcontracts for performance of work, provisions of supplies and delivery of services, see section 18 of the Mineral Resources Act and section 21.02 and 21.03 of the Licence. If the Licensee concludes contracts with foreign enterprises, the Licensee shall ensure that the foreign enterprises are aware of and comply and act in accordance with the Mineral Resources Act, the Licence, approvals under the Licence and any other legislation, rules and guidelines applicable in Greenland from time to time. If the MRA lays down rules or regulations or sets terms in approvals of plans or activities under this section 21.04, the MRA shall act in accordance with Article 15 and section 22.09 and take into consideration the Impact Benefit Agreement.

21.05 The Licensee shall ensure that any person employed to perform activities under the Licence on behalf of the Licensee or any of its Greenland or foreign contracting parties or their contracting parties etc. (contractors, subcontractors, suppliers or service providers etc.), has received a proof of employment containing all relevant information regarding the employment. This includes all information regarding salary and terms of employment and other rights and duties in the relation between the employer and the employee.

21.06 The Licensee shall ensure that any person employed or otherwise engaged in activities under the Licence, on behalf of the Licensee or any of its Greenland or foreign contracting parties or their contracting parties etc. (contractors, subcontractors, suppliers or service providers etc.), is ensured treatment during illness or accident, including evacuation, emergency treatment, rehabilitation and transport to the country and place of permanent residency. The Licensee shall ensure that any person employed or otherwise engaged in activities under the Licence, on behalf of the Licensee or any of its Greenland or foreign contracting parties or their contracting parties etc., is provided with comprehensive medical insurance cover, including

cover of medical costs, emergency treatment and any required rehabilitation. The MRA may order the Licensee to make hospital care and service agreements with Greenland hospital care authorities and entities regarding hospital care and service.

Article 22 Impact Benefit Agreement (IBA)

22.01 The Licensee shall negotiate, conclude and perform an impact benefit agreement ("Impact Benefit Agreement" or "IBA").

22.02 The Impact Benefit Agreement shall be negotiated and concluded with the Greenland Government and the Municipality.

22.03 The Impact Benefit Agreement shall be negotiated, concluded and performed on the basis of and in accordance with the Mineral Resources Act, this Licence, the MRA's Guidelines for Social Impact Assessments for mining projects in Greenland and any other applicable rule, regulation, decision and guideline of the Greenland Government (as applicable from time to time).

22.04 The Impact Benefit Agreement shall in particular pursue (but not be limited to pursuing) the following objectives: (1) employment and use of Greenland Workers, (2) contracting with and use of Greenland enterprises (contractors, suppliers and service providers), (3) social sustainability and (4) other socio-economic matters. The Impact Benefit Agreement shall be in accordance with provisions and principles of provisions in relation to such objectives and similar objectives. Such provisions shall include (but not be limited to) sections 1, 18, 76-78a, 83 and 84 of the Mineral Resources Act, Article 21 and this Article 22 of this Licence and the MRA's Guidelines for Social Impact Assessments for mining projects in Greenland (as applicable from time to time).

22.05 The Impact Benefit Agreement shall include terms with the following effects and with the following or similar wording:

(a) The Impact Benefit Agreement shall be governed by and construed in accordance with Greenland law and Danish law, as applicable in Greenland from time to time.

(b) Any dispute arising out of or in connection with the Impact Benefit Agreement shall be brought before and decided by the Greenland and Danish courts with jurisdiction in Nuuk, Greenland. The said courts shall have exclusive jurisdiction in relation to any such dispute. A decision by any such court may be appealed according to the rules thereon.

22.06 The Impact Benefit Agreement must be concluded no later than 31 December 2014, see section 3.02(a).

22.07 The Licensee shall not commence or perform any activity under the Licence before the Impact Benefit Agreement has been concluded.

22.08 The Greenland Government shall not and will not grant an approval of any activity or any plan for any activity under this Licence (including an approval of an exploitation plan under section 19 of the Mineral Resources Act, an approval of an abandonment plan under section 43 of the Mineral Resources Act or an approval of any activity under section 86 of the Mineral Resources Act) before the Impact Benefit Agreement has been concluded.

22.09 The Licensee and the Greenland Government shall negotiate, conclude and perform the Impact Benefit Agreement in good faith and loyally. In relation to the negotiation, conclusion and performance of the Impact Benefit Agreement, the Licensee and the Greenland Government shall act reasonably and in accordance with the principles of objectiveness and proportionality.

22.10 Any dispute between the Licensee and the Greenland Government arising out of or in relation to the negotiation or the conclusion of the Impact Benefit Agreement shall be decided finally and conclusively by an arbitration tribunal pursuant to sections 32.03-32.08. The arbitration tribunal shall decide any matter relating to the negotiation or conclusion of the Impact Benefit Agreement. The arbitration tribunal may set any term to be included in the Impact Benefit Agreement. The arbitration tribunal may set any time limit for conclusion of the Impact Benefit Agreement.

Article 23 Joint Operating Agreement

23.01 Under section 88(1) of the Mineral Resources Act, the MRA may approve a transfer of shares in the Licence to one or more other parties, see section 24.01.

23.02 Sections 23.03-23.06 only apply if several parties hold shares in the Licence.

23.03 If several parties hold shares in the Licence, the operation relationship between the parties concerning the performance of activities under the Licence shall be laid down in a Joint Operating Agreement (JOA). The Joint Operating Agreement shall be concluded and signed by the parties no later than either (1) 4 months after the date the Licence is granted if several parties hold shares in the Licence at that date or (2) 4 months after the MRA's approval of a transfer of shares in the Licence if shares in the Licence are transferred to one or more other parties, as stated in section 23.01.

23.04 The Joint Operating Agreement mentioned in section 23.03 and any addition thereto or amendment thereof shall be subject to the approval of the MRA.

23.05 The parties shall appoint an operator for the activities under the Licence. The MRA shall approve the parties' appointment of an operator, change of an operator and termination of operatorship.

23.06 The MRA is entitled to attend as an observer at the meetings of the joint operating committees etc. set up under the Joint Operating Agreement. The MRA shall receive the same convening notice and the same

JSN

material as the other participants in such meetings. Expenses incurred by the MRA in connection with such participation shall be reimbursed by the Licensee, see section 14.07.

Article 24 Transfer of the Licence and legal proceedings against the Licence

24.01 The Licence or any part of it can neither directly nor indirectly be transferred to any other party or parties, unless such transfer is approved by the Greenland Government in accordance with section 88 of the Mineral Resources Act.

24.02 The Licence cannot be made the subject of any legal proceedings, see section 88(2) of the Mineral Resources Act.

24.03 If a lender financing the Licensee's exploitation of minerals under the Licence requires that the Licence or any part hereof shall be transferable to such lender at a later date, the MRA may, in accordance with section 88 of the Mineral Resources Act, grant its prior approval of such transfer subject to specific terms and conditions, without any amendments to the terms of this Licence.

Article 25 Revocation and lapse of the Licence

25.01 The Licence may be revoked in the following instances, see section 89 of the Mineral Resources Act:

(a) If the Licensee or the Licensee's contracting party etc. fails to comply with the Mineral Resources Act, the terms of the Licence, provisions laid down pursuant to the Mineral Resources Act or pursuant to the Licence or terms of an approval under the Licence, or if the Licensee fails to meet specified time limits.

(b) If the Licensee fails to perform or comply with terms of an Impact Benefit Agreement (see Article 22).

(c) If the Licensee fraudulently misrepresents facts or information to the MRA.

(d) If a condition for granting and/or upholding the Licence is no longer met and/or complied with, including the conditions under section 16(3) of the Mineral Resources Act and the conditions set out in section 3.02 and sections 22.01-22.07.

(e) If one or more of the companies holding shares in the Licence suspend their payments, request the opening of negotiations for a compulsory composition, are declared bankrupt, enter into liquidation or are in a similar situation.

(f) If the Licensee does not fulfil and comply with an order issued by the MRA under the Licence.

25.02 The Licence shall not be revoked pursuant to section 25.01(a) or 25.01(b) if the Licensee remedies the

breach, non-performance or non-compliance within a reasonable time limit set by the MRA. If the breach, non-performance or non-compliance has not been remedied within the time limit set by the MRA, the Licence may be revoked without further notice, unless otherwise stated in section 25.03.

25.03 The Licence shall not be revoked pursuant to section 25.01(a), 25.01(b) and/or 25.02 if the breach, non-performance, or non-compliance is due to circumstances (hindrances) which (1) make it impossible to prevent, avoid and overcome the breach or non-compliance, (2) are beyond the Licensee's control and (3) could not have been foreseen, prevented, avoided and/or overcome by the Licensee (force majeure). However, such circumstances (hindrances) shall not comprise the Licensee's illiquidity, insolvency or similar lack of means of payment or options available for payment. When such circumstances (hindrances) occur, the Licensee shall promptly give written notice thereof to the MRA, stating the nature, extent and expected duration of the circumstances (hindrances). If such circumstances (hindrances) terminate at a later time or can be prevented or overcome at a later time, and the Licensee does not bring to an end the breach, non-performance or non-compliance within a reasonable period of time thereafter, the Licence may be revoked pursuant to section 25.01(a), 25.01(b) and/or 25.02.

25.04 The Licence shall not be revoked pursuant to section 25.01(e) if more parties have a share in the Licence and the MRA approves the transfer of the relevant party's percentage share to one or more of the other parties holding shares in the Licence, provided that the Licensee continues to have the necessary expertise and financial resources for the activities performed under the Licence.

25.05 If the Licensee does not fulfil the condition set out in section 3.02(a), the Licence lapses without further notice. No later than 90 days prior to the end of the time limit set out in section 3.02(a), the Licensee may request that the Greenland Government grants the Licensee an extension of the time limit for up to 90 days. The Greenland Government determines whether such an extension of the time limit shall be granted or not granted and, if an extension is granted, on which terms an extension shall be granted. The Greenland Government may extend such time limit one or more times. If the Licensee has not fulfilled the condition set out in section 3.02(a) and any other terms for such an extension of the time limit at the end of such an extended time limit for fulfilment of the condition, the Licence lapses without further notice.

25.06 If the Licensee does not fulfil one of the conditions set out in sections 3.02(b), 3.02(c) or 3.02(d) by the end of the time limit for such condition, the Licence lapses without further notice. No later than 90 days prior to the end of the time limit for fulfilment of a condition set out in sections 3.02(b), 3.02(c) or 3.02(d), the Licensee may request that the Greenland Government grants the Licensee an extension of the time limit for up to 90 days. The Greenland Government determines whether such an extension of the time limit shall be granted or not granted and, if an extension is granted, on which terms an extension shall be granted. The Greenland Government shall not extend such time limit more than three times in the aggregate. If the Licensee has not fulfilled the condition set out in sections 3.02(b), 3.02(c) or 3.02(d) and any other terms for such an extension of the time limit at the end of such an extended time limit for

fulfilment of the condition, the Licence lapses without further notice.

Article 26 Return of the Licence

26.01 If the Licensee intends to return the Licence to the Greenland Government before expiry of the Licence Period, the Licensee shall notify the Greenland Government thereof in writing.

26.02 The return of the Licence shall be subject to the approval of the Greenland Government and shall have no legal or other effect prior to (before) any such approval.

26.03 In connection with an approval of the Licensee's return of the Licence, the Greenland Government may lay down provisions and set terms, and require the Licensee to conclude an agreement, to the effect that the Licensee shall take measures and perform activities, including abandonment, clean-up, recovery and monitoring measures and activities, and that the Licensee shall provide security for performance of such measures and activities and possible future measures and activities, including monitoring of the environment and nature and performance of measures for protection and rehabilitation of the environment and nature.

Article 27 Interest on amounts due (owed)

27.01 If the Licensee fails to pay fees, rentals, royalties in accordance with Article 6, payments pursuant to Article 19 or other outstanding amounts in due time, the Licensee shall pay interest on the amount due (owing). The rate of interest shall be determined in accordance with the legislation on interest on overdue payments etc. applicable from time to time in Greenland.

27.02 If a matter pursuant to section 6.09, 6.11, 6.14, 6.15, 6.16, 6.17, 6.24, 9.21, 10.07 or 10.08 shall be decided by a decision of an arbitration tribunal in accordance with sections 32.03-32.09, and such a decision of an arbitration tribunal decides that the Licensee shall pay a lessor (lower) royalty amount under Article 6 than the Licensee has actually paid to the MRA, the MRA shall pay interest on the royalty amount to be repaid by the MRA to the Licensee. Interest shall be paid from the day the Licensee actually paid the said royalty amount until the day the MRA repays the royalty amount to be repaid to the Licensee. The rate of interest shall be determined in accordance with the legislation on interest on overdue payments etc. applicable from time to time in Greenland.

27.03 If a matter pursuant to section 6.09, 6.11, 6.14, 6.15, 6.16, 6.17, 6.24, 9.21, 10.07 or 10.08 shall be decided by a decision of an arbitration tribunal in accordance with sections 32.03-32.09, and such a decision of an arbitration tribunal decides that the Licensee shall pay a greater (higher) royalty amount under Article 6 than the Licensee has actually paid to the MRA, the Licensee shall pay interest on the additional royalty amount to be paid by the Licensee to the MRA. Interest shall be paid from the day the Licensee should

have paid the additional royalty amount to be paid until the day the Licensee actually pays the said royalty amount to the MRA. The rate of interest shall be determined in accordance with the legislation on interest on overdue payments etc. applicable from time to time in Greenland.

Article 28 Liability in damages and insurance

28.01 The Licensee shall pay compensation for any damage caused by activities performed under the Licence, regardless of whether the damage can be considered accidental and whom the damage affects. If the injured party has contributed to the damage intentionally or with gross negligence, the claim for compensation may be reduced or extinguished.

28.02 The Licensee's activities under the Licence shall be covered by insurance, including third-party liability insurance, which shall always provide reasonable cover for any insurance risks. At the end of each calendar year or at request, the MRA shall be informed of the existing insurance cover and the main insurance terms. The MRA may require the Licensee to submit all insurance policies and terms and to take out and maintain additional insurance or coverage. The Licensee shall comply with any rules, regulations and terms regarding insurance and documentation requirements laid down by the MRA. Insurance shall be taken out with an internationally recognised first class insurance company.

28.03 The Licensee shall ensure, that the following requirements are met:

(a) Ships and vessels used in connection with activities under the Licence shall in the Greenland territorial sea and the Greenland continental shelf area meet, observe and comply with all requirements under national and international laws, regulations and agreements for ships and vessels of a gross tonnage exceeding 500 GRT engaged in international trade, including IMO Guidelines for ships operating in polar waters, from time to time in force or otherwise applicable for Greenland.

(b) Ships and vessels mentioned in section 28.03(a) shall be classified with a classification company approved by the EU. The ships and vessels shall, as a minimum, meet the requirements applying to Polar Class 4 (as defined in the IMO Guidelines for ships operating in polar waters of 2 December 2009 (IMO Resolution A.1024(26)) or similar classification, unless otherwise approved by the MRA.

(c) The managing owner of the ship or vessel shall take out and maintain insurance coverage ("P & I insurance" or similar) for the shipping company's liability for damage and loss arising from or in connection with the operation and/or use of the ship or vessel, with salvage and/or with the raising, removal, destruction and/or demolition of the ship or vessel, its equipment and cargo and other objects which have been on board. The liability insurer shall be a member of the International Group of P & I Clubs, unless the MRA permits departure from this requirement.

The cover shall be on customary and complete terms for such ship or vessel.

(d) The managing owner of the ship or vessel shall have a valid certificate or similar document showing that the above liability insurance ("P & I insurance" or similar) of the shipping company's liability for damage and loss has been taken out and is effective.

The Licensee shall compensate any damage and loss arising as a consequence of, or in connection with, one or more of the above requirements not being met.

28.04 The Licensee shall indemnify the Greenland Self-Government and the Danish State for any claims made by third parties against the Greenland Self-Government and/or the Danish State as a consequence of or in connection with activities under the Licence, provided that the Licensee was given an opportunity in due time to participate in the defence against such claims and that the matter was decided by:

(a) a settlement previously approved by the Licensee,

(b) a final judgment,

(c) an arbitral award, provided that the party making the claim was entitled to refer disputes to arbitration prior to the occurrence of the damage, or

(d) an arbitral award, provided that the Licensee has accepted the referral of the dispute to arbitration.

Article 29 Joint and several liability and guarantees

29.01 If more than one party holds shares in the Licence, such parties shall be jointly and severally liable for the fulfilment of any obligation under the Licence, including the obligation to pay compensation for any damage caused by activities performed under the Licence, regardless of the size of the parties' shares in the Licence.

29.02 In order to ensure fulfilment of the Licensees' obligations under the Licence, each company holding a share in the Licence shall provide guarantees prior to the date the Licence is granted. Such guarantees shall be approved by the MRA. The guarantees shall cover the fulfilment of all obligations towards Greenland and Danish public authorities as well as any liability in damages pursuant to sections 28.01, 28.03 and 28.04. If a company holding a share in the Licence is owned by other companies, the MRA will usually require a guarantee from the ultimate parent company of each individual company holding a share in the Licence, and/or from other companies that are ultimate owners of material holdings of shares of the participating company. Guarantors are generally required to be jointly and severally liable with the participating companies, see section 29.01. Upon approving plans for the exploitation activities in accordance with sections 12.04 and 13.02, the MRA may request that the guarantees be changed or supplemented, subject to six months' prior notice.

29.03 The guarantee(s) to be provided under section 29.02 cannot be terminated by a unilateral declaration or act of the guarantor(s). The MRA may release the guarantee(s) based on an evaluation of all matters, including the specific grounds for the request for release of the guarantee(s). The MRA will release the guarantee(s) three (3) months after the MRA has approved that the Licensee has fulfilled all obligations and liabilities arising out of or in connection with or pertaining to the Licence and activities under the Licence, including obligations and liabilities under the Mineral Resources Act, other applicable legislation, all rules an orders issued under the Mineral Resources Act and applicable legislation, abandonment plans, environmental monitoring plans, other approved plans and an approval of return or surrender of the Licence.

Article 30 Relationship to other legislation

30.01 The Licence is subject to the rules of law applicable from time to time in Greenland, see section 31.01. The Licence shall not restrict the general right of the Greenland Self-Government to levy taxes or lay down general provisions concerning exploitation activities. The Licence shall not exempt the Licensee from obtaining such approvals and permits as are required pursuant to the Mineral Resources Act and other legislation.

Article 31 Choice of law

31.01 The Licence is subject to and shall be governed by Greenland and Danish law as applicable from time to time in Greenland. Any dispute arising out of or in connection with the Licence or activities performed under the Licence shall be decided in accordance with Greenland and Danish law as applicable from time to time in Greenland.

Article 32 Jurisdiction and arbitration

32.01 Any decision to be made at the discretion or the order of the Greenland Government, the MRA or other Greenland or Danish authorities according to applicable law, see section 31.01, or to the Licence cannot be submitted to arbitration. Any dispute regarding such a decision shall be brought before and decided by the Greenland and Danish courts with jurisdiction in Nuuk, Greenland. The said courts shall have exclusive jurisdiction in relation to any such dispute. A decision by any such court may be appealed according to the rules thereon.

32.02 Any other dispute between the Greenland Self-Government and the Licensee arising out of or in relation to the Licence or activities under the Licence shall be decided finally and conclusively by an arbitration tribunal pursuant to sections 32.03-32.08.

32.03 Subject to sections 31.01 and 32.04-32.08, the arbitration tribunal shall apply Greenland law to decide any procedural matter relating to the arbitration proceedings.

32.04 The arbitration tribunal shall sit in Nuuk, Greenland.

32.05 The arbitration tribunal shall consist of three members (arbitrators). The president and the two other member of the arbitration tribunal shall hold Danish law degrees and shall be Danish subjects.

32.06 The Greenland Government and the Licensee shall each appoint one member (arbitrator). If the Greenland Government or the Licensee has not appointed its member within 30 days of the other party appointing its member, then the President of the Danish Supreme Court shall appoint that member. The Greenland Government and the Licensee shall jointly appoint the president of the arbitration tribunal. If the parties fail to reach an agreement on the appointment of the president of the arbitration tribunal within 60 days of a party proposing a person for president of the arbitration tribunal, then the President of the Danish Supreme Court shall appoint the president of the arbitration tribunal.

32.07 The arbitration tribunal shall make its decision by a majority of votes. The arbitration tribunal shall lay down its own rules of procedure for hearing the case, including the rules on producing evidence of a technical nature, and shall make an order as to the parties' payment of costs in the arbitration.

32.08 The right to submit a dispute to arbitration pursuant to the Licence shall remain in force after its termination, including expiry or return.

32.09 If a matter pursuant to section 6.09, 6.11, 6.14, 6.15, 6.16, 6.17, 6.24, 9.21, 10.07 or 10.08 shall be decided by a decision of an arbitration tribunal, any dispute regarding that matter shall be decided finally and conclusively by an arbitration tribunal pursuant to sections 32.03-32.08 and as soon as possible and to the greatest extent possible within three months of the commencement of the arbitration proceedings. The Greenland Government, the Licensee and the arbitration tribunal shall all seek to complete the arbitration proceedings as soon as possible and no later than three months after the commencement of the arbitration proceedings. In relation to determination of royalty under Article 6 and for no other purpose and not in relation to any other matter, this section 32.09 shall apply irrespective of whether a matter to be decided by arbitration pursuant to section 6.09, 6.11, 6.14, 6.15, 6.16, 6.17, 6.24, 9.21, 10.07 or 10.08 should otherwise not be decided by arbitration pursuant to section 32.01.

Article 33 Obligations on termination of the Licence

33.01 The termination, including expiry or return, of this Licence shall not release the Licensee from fulfilling obligations imposed by legislation, the Licence and any other applicable provisions, terms, conditions and orders.

33.02 Within one year after the termination of the Licence, the MRA may free of charge take over all data, drill cores and other samples acquired by the Licensee or on its behalf in respect of the Licence Area. After this period of time the Licensee may at any time discard such data, drill cores and other samples.

33.03 The MRA's right to take over data, drill cores and other samples pursuant to section 33.02 may be postponed if an agreement is made between the Licensee and the MRA regarding satisfactory safekeeping of and third-party access to the data, drill cores and other samples concerned.

Article 34 Coming into force

34.01 The Licence shall come into force on 10 March 2014.

Article 35 Licence language and translation

35.01 The Licence has been drawn up in the English language. Any translation hereof shall have no validity.

For and on behalf of True North Gems Greenland A/S

Name: Nicholas John Houghton

Chairman of the board of directors of

True North Gems Greenland A/S

Address: 1017 West 8th Avenue, Vancouver,

British Columbia, V6H 1C3, Canada

Nationality: Canadian

Passport no.:

Driving licence no.:

Place of signing: TORONTO, CANADA

Date of signing: 3/3 2014.

Government of Greenland

Name: Jens-Erik Kirkegaard

Minister for Industry and Mineral Resources

Place of signing: Nuuk

Date of signing: 7/3-14

For and on behalf of True North Gems Greenland A/S

Name: Bent Jensen

Chief executive officer (manager) of

True North Gems Greenland A/S

Address: Asiarpak 3 0202, 3905 Nuusuaq,

Greenland

Nationality: Danish

Passport no.:

Driving licence no.:

Place of signing: Toronto, Canada

Date of signing: 3/3-2014

Produced on signing: Certified colour copies of passports and driving licences of Nicholas John Houghton and Bent Jensen

Appendix 1 Licence Area

Delineation of the Licence Area, see Article 2.

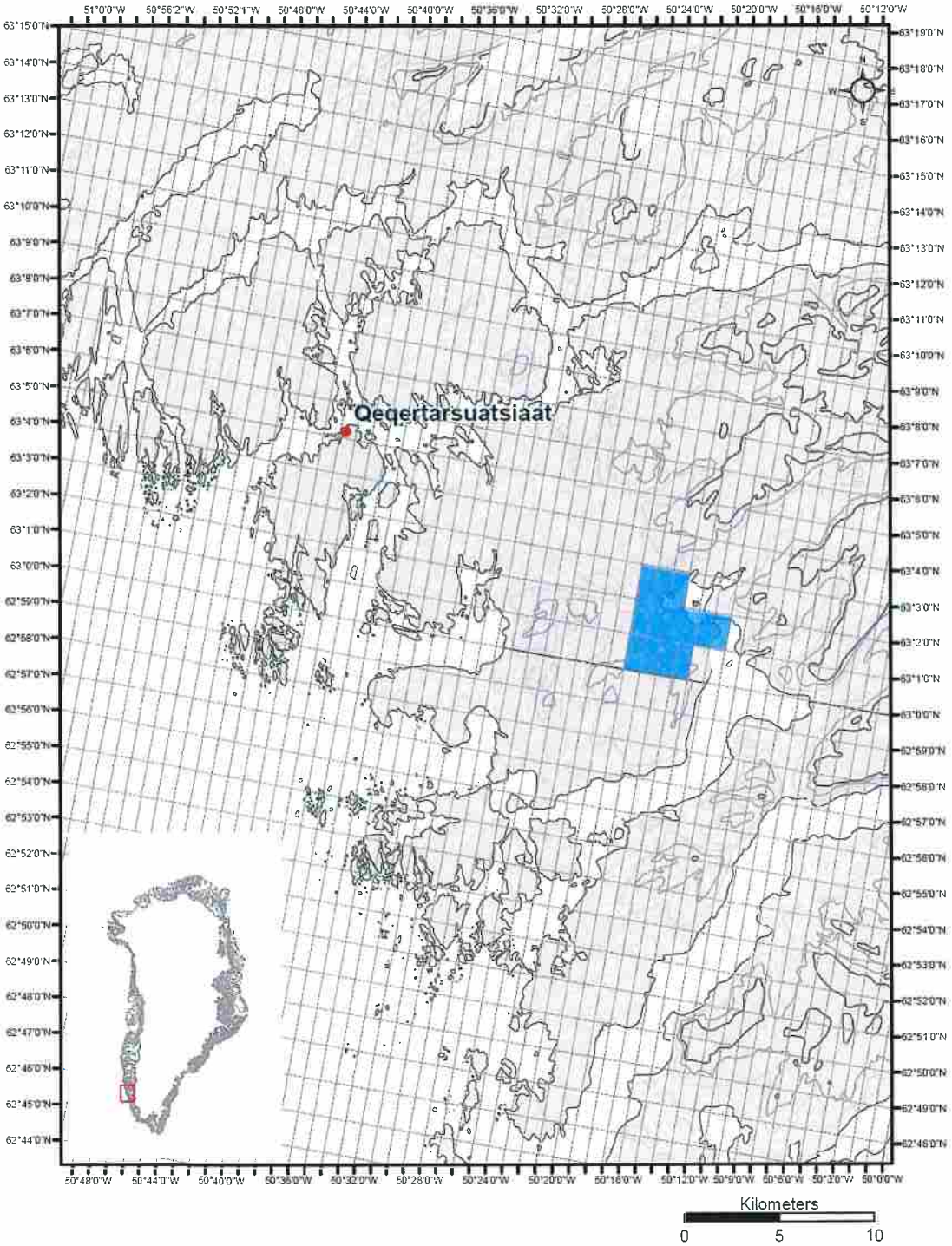
The Licence Area covers land areas delineated by connecting the corner coordinates in the above mentioned order by latitudes or longitudes, see the map of the Licence Area in Appendix 2.

Longitude				Latitude			
Degrees	**Minutes**	**Seconds**	**East/west**	**Degrees**	**Minutes**	**Seconds**	**North/south**
50	21	0	W	63	3	0	N
50	18	0	W	63	3	0	N
50	18	0	W	63	2	0	N
50	15	0	W	63	2	0	N
50	15	0	W	63	1	0	N
50	17	0	W	63	1	0	N
50	17	0	W	63	0	0	N
50	21	0	W	63	0	0	N

All longitudes and latitudes are stated with geodetic reference to the World Geodetic System datum 1984 (WGS-84). If possible, the Licence Area is delineated by connecting the corner coordinates in the above mentioned order by latitudes or longitudes. Otherwise the points are connected by geodetic lines.

The Licence Area covers 17 square kilometres.

Appendix 2 Map of the Licence Area



Appendix 3 Further training obligations

Further training obligations during the Licence Period, see Article 7.

Further training

The Licensee shall reimburse the MRA for annual expenses of up to DKK 250,000 in connection with participation in courses and further training etc. of employees. Such further training shall be targeted at employees with a technical or scientific education or employees with an administrative, legal or financial background doing work related to mineral resource activities.

The further training may consist of the following:

- Participation in courses, in-house as well as external.
- On-the-job training at the Licensee's premises.

On-the-job training shall be defined as full-time employment which includes the performance of tasks commensurate with the trainee's education and background and representative of the mineral resource industry.

If the expenses for further training are less than DKK 250,000 in any one year, the unutilised funds are automatically transferred to the next year. Funds related to any one year can be transferred up to three years. The MRA shall forward a statement of the unutilised funds to the Licensee.

Expenses

Expenses associated with the employee's participation in courses or on-the-job training, includes travel, local transport, meals and accommodation, as well as insurance and attendance fees, the cost of the employee's gross salary etc., as documented by the employee's contract of employment with the MRA. Expenses for travel, local transport, meals and accommodation shall be paid in accordance with the rules established by the Greenland Government for the payment of per diem allowances on official trips. The MRA shall forward invoices for the amounts to be reimbursed. Payment shall be effected no later than 30 days after the invoice date.

Period

The training and other obligations assumed hereunder shall be upheld until they have been fulfilled, regardless of whether the Licence terminates prior to their fulfilment.

Confidentiality

The persons participating in activities under this Appendix shall sign a confidentiality agreement where this is required due to the nature of the job. However, the participants shall subsequently be entitled to unrestricted use of the expertise

acquired.